

**STATE BOARD OF EDUCATION MEETING**  
**June 17-18, 2015**  
**North Idaho College**  
**Coeur d'Alene, Idaho**



**Wednesday, June 17, 2015, 10:00 am (Pacific Time), Fort Sherman Officers Quarters, Conference Room**

**EXECUTIVE SESSION** (Closed to the public)  
Office of the State Board of Education

I move to hold executive session pursuant to section 67-2345 (1)(a), Idaho Code, to consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need.

**Wednesday, June 17, 2015, 1:00 pm (Pacific Time), Student Union Building**

**BOARDWORK**

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

**WORKSESSION**

- A. FY17 Line Items
- B. Program Prioritization Update

**Thursday, June 18, 2015, 8:00 am (Pacific Time), Student Union Building**

**OPEN FORUM**

**CONSENT AGENDA**

**BAHR - FINANCE**

1. Boise State University - Multi-Year Air Charter Contract
2. Boise State University - Purchase of Video Board for Taco Bell Arena
3. University Of Idaho - Idaho Water Center - Partial Termination of Sublease with CH2M HILL and Simultaneous Sublease to St Luke's Regional Medical Center
4. Eastern Idaho Technical College - Eastern Idaho Technical College Foundation - Short Term Pay Increase to the Executive Director of the Foundation

**IRSA**

5. WWAMI Admissions Committee Appointment
6. Programs and Changes Approved by Executive Director – Quarterly Report

## **PPGA**

7. Indian Education Committee Appointment
8. State Rehabilitation Council Appointment
9. Data Management Council Appointment
10. Boise State University - Alcohol Permit for 2015 Home Football Games – Pre Game Events
11. Idaho State University - Alcohol Permit for 2015 Home Football Games
12. University of Idaho - Alcohol Permit for 2015 Home Football Games – Pre Game Events
13. University of Idaho – Alcohol Permit for 2015 Home Football Game – Suite Club Seating
14. President Approved Alcohol Permits

## **SDE**

15. Professional Standards Commission Appointments
16. Request for Waiver of 103% Student Transportation funding Cap
17. Transport Students Less Than One-And-One-Half Miles for the 2014-2015 School Year

## **AUDIT**

18. Idaho State University - Foundation Operating Agreement
19. University of Idaho - Alumni Association Operating Agreement

## **PLANNING, POLICY & GOVERNMENTAL AFFAIRS**

1. North Idaho College
2. Presidents' Council Report
3. Idaho Public Television, Annual Report
4. 2016 Legislative Ideas
5. Institution/Agency Strategic Plans
6. Indian Education Committee Strategic Plan
7. Amendment to Board Policy – Section I.Q. Accountability Oversight Committee – Second Reading
8. Amendment to Board Policy - Section I.S. Institutional Governance – Second Reading
9. Proposed Rule – IDAPA 08.02.01.650 General Education Development Test/Idaho High School Equivalency Certificate

## **BUSINESS AFFAIRS & HUMAN RESOURCES**

### **Section I – Human Resources**

1. Chief Executive Officer Employment Agreements/Terms
2. Amendment to Board Policy – Section II – Human Resources, Section H., Coaches and Athletic Directors - Second Reading
3. Boise State University - Multi-Year Employment Agreement – Football Defensive Coordinator
4. Idaho State University - Multi-Year Employment Agreement – Head Women's Soccer Coach

5. University Of Idaho - Multi-Year Employment Agreement – Head Women’s Volleyball Coach
6. Office of the State Board Of Education - Hiring of Executive Director

### **Section II – Finance**

1. FY 2016 Operating Budgets
2. Athletics - FY 2016 Operating Budget Reports
3. Amendment To Board Policy - Section V.K. – Construction Projects - First Reading
4. Amendment To Board Policy - Section V.W. - Litigation - First Reading
5. Boise State University - Proposed Student Housing Project
6. Boise State University - 2015 Master Plan Update
7. University Of Idaho - Wallace Residence Center Project - Planning and Design Phase
8. University Of Idaho - UI Library Improvements Project – Construction Authorization
9. University Of Idaho – Independent Study in Idaho

### **DEPARTMENT OF EDUCATION**

1. Superintendent’s Update
2. Proposed Rule – IDAPA 08.02.03.004, Documents Incorporated by Reference
3. Hardship School

### **INSTRUCTION, RESEARCH & STUDENT AFFAIRS**

1. College Admissions Initiatives
2. Amendment to Board Policy – Section III.Z. – Planning and Coordination of Academic Programs and Courses – First Reading
3. Amendment to Board Policy – Section III. N. – General Education – Second Reading
4. Amendment to Board Policy – Section III.O. – Curriculum Equivalency Schedules – Repeal – Second Reading
5. Amendment to Board Policy – Section III.S. – Developmental and Remedial Education – Second Reading
6. Amendment to Board Policy – Section III.V. – Articulation and Transfer – Second Reading

### **ELECTION OF OFFICERS**

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

1. Agenda Approval

Changes or additions to the agenda

**BOARD ACTION**

I move to approve the agenda as posted

2. Minutes Approval

**BOARD ACTION**

I move to approve the minutes from the April 15-16, 2015 Regular Board Meeting, and the May 20-21, 2015 Board Retreat as submitted.

3. Rolling Calendar

**BOARD ACTION**

I move to set May 18-19, 2016 as the date and Boise, Idaho as the location for the 2016 Board Retreat and to set June 15-16, 2016 as the date and Eastern Idaho Technical College as the location for the June 2016 regularly scheduled Board meeting.

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>A</b>	<b>BAHR – SECTION II - FY 2017 LINE ITEMS</b>	Motion to approve
<b>B</b>	<b>IRSA – PROGRAM PRIORITIZATION UPDATE</b>	Information item

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**AGENCIES AND INSTITUTIONS OF THE STATE BOARD**

**SUBJECT**

FY 2017 Line Item Budget Requests

**REFERENCE**

April 2015 Board approved guidance to the college and universities regarding submission of line item budget requests

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.B.1. Title 67, Chapter 35, Idaho Code

**BACKGROUND/ DISCUSSION**

As discussed at its April 2015 Board meeting, the Board directed the college and universities to develop FY2017 budget line items that target the implementation of the Board's strategic plan. Institutions may request up to five line items in priority order, and the guideline for the aggregate amount is not to exceed 10% of an institution's FY2016 total General Fund appropriation. Any request for occupancy costs does not count towards the five line items.

Subsequently, the Board will approve the final budget request at the August 2015 meeting. Following Board approval in August, the budget requests will be submitted to the Legislative Services Office (LSO) and Division of Financial Management (DFM) by September 1, 2015.

The line items represent the unique needs of the institutions and agencies and statewide needs. Following review, the Board may prioritize the line items for the institutions.

The line items are summarized separately, one summary for the college and universities and one for the community colleges and agencies. The detail information for each line item request is included on the page referenced on the summary report.

**IMPACT**

Once the Board has provided guidance on priority, category, dollar limit, etc., Board staff will work with the Business Affairs and Human Resources (BAHR) Committee, DFM and the agencies/institutions to prepare line items to be approved at the August Board meeting.

**ATTACHMENTS**

Line Items Summary: College & Universities..... Page 3  
Line Items Summary: Community Colleges and Agencies ..... Page 4-5

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Occupancy Costs ..... Page 6  
Individual Line Items..... Page 7

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff asked the institutions to provide as much detail as possible for their line item requests to be submitted for the June Board meeting. Due to several pressing deadlines on campuses including June agenda materials and Change in Employee Compensation (CEC) implementation, staff is allowing the institutions until June 26 to submit full documentation in support of their line item requests. This will give the BAHR Committee additional information to work with in development of its recommendations.

Staff also worked with the Division of Financial Management and Legislative Services Office analysts to provide further guidance to the institutions in terms of information needed in order for the analysts to conduct their own analysis in support of policymakers:

- Write-ups need a strong problem statement supported with data and strong solution statement supported with outcome data.
- Where applicable, include projected Return on Investments (ROIs) for new programs or program expansion (i.e. where funding for a program has been provided in the past).
- Requests should be scalable and prioritized.
- Address the influence of program prioritization on the request. Did the institution consider reallocating funding for this line-item?
- Describe how the request advances the Board’s 60% Goal or the CCI Plan (if applicable)?

Per the Board’s guidance, 10% of the College & Universities’ FY 2016 General Fund appropriation equates to the following:

BSU: \$8,557,990  
ISU: \$6,998,210  
UI: \$8,256,150  
LCSC: \$1,568,790

**BOARD ACTION**

I move to direct the Business Affairs and Human Resources Committee to review the FY 2017 budget line items as listed on the Line Items Summary at Tab A pages 3-4, and to bring recommendations back to Board for its consideration at the regular August 2015 Board meeting.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_



**STATE BOARD OF EDUCATION**  
 FY 2017 Line Items - College and Universities

By Institution/Agency	Page	Priority	Institution Specific Initiatives	TBD	TBD	TBD	Total	
<b>1 System-wide Needs</b>								
Higher Education Research Council	7	4	300,000				300,000	
<b>2 Boise State University</b>								
Materials Science & Engineering Research	11	1	2,686,400					
College of Innovation & Design	13	2	1,000,000					
Complete College Idaho	15	3	3,477,000					
Department of Public Safety	17	4	387,600					
Scholarships	19	5	950,000					
<b>3 Idaho State University</b>								
CCI: Retention and Completion	21	1	3,350,900				9,999,900	
CCI: Student Opportunity Development	33	2	517,000				0	
Health Sciences Expansion to Meridian	39	3	2,917,400				0	
SMART Deferred Maintenance	49	4	3,214,600				0	
<b>4 University of Idaho</b>								
Salary Competitiveness	53	1	4,230,800				7,625,400	
CCI: Intensive Advising	57	2	714,200				0	
Employment Readiness Program	61	3	501,000				0	
Occupancy Costs	6	4	1,431,600				0	
Idaho Law/Justice Learning Center Rent	65	5	247,800				0	
Network Infrastructure	69	6	500,000				0	
<b>5 Lewis-Clark State College</b>								
Complete College Idaho	75	1	794,500				1,428,100	
Safety, Security and Compliance	79	2	353,900				0	
Maintenance and Custodial Support	83	3	279,700				0	
				\$ 27,854,400	\$ -	\$ -	\$ -	\$ 27,854,400
<b>6 Total FY16 College &amp; Universities Approp</b>								
						\$ 258,776,400		
<b>7 Percentage of FY16 Appropriation</b>								
						10.8%		

Priority	By Institution/Agency	FY 2016 Appropriation	Page	Priority	FY 2017 Request	Comments
<b>Professional-Technical Education</b>		<b>56,204,600</b>			<b>11,880,800</b>	
	State Leadership & Technical Asst.	2,025,300			238,400	
	Manage Staff Workload		87	1	198,400	
	Horizontal Alignment and Online Courses		93	3	40,000	
	General Programs	13,814,400			1,655,300	
	Secondary Performance Based Funding		99	5	1,128,200	
	PTS Schools Performance Based Funding		101	6	460,000	
	Human Resources Senior Position (EITC)		103	7	67,100	
	Post-secondary Programs	39,059,100			3,884,200	
	Colleague Data System (EITC)		91	2	119,600	
	Post-Secondary Capacity Expansion		95	4	3,764,600	
	Dedicated Programs	325,000			325,000	Agricultural & Natural Resources Education
	Related Services	980,800				
<b>Community Colleges</b>		<b>33,961,000</b>			<b>5,669,000</b>	
	College of Southern Idaho	12,518,200			549,200	
	CCI - Dual Credit Support		105	1	238,800	
	Student Instructional Support		109	2	112,900	
	Instructional Designer		113	3	106,800	
	Institutional Researcher		117	4	90,700	
	North Idaho College	10,635,800			1,532,100	
	Complete College Idaho		121	1	608,500	
	Data System Analyst/Developer		127	2	114,000	
	Security Measures		129	3	620,000	
	Electronic & IT Coordinator		131	4	189,600	
	College of Western Idaho	10,807,000			3,587,700	
	Program Design		135	1	427,200	
	Intentional Advising		141	2	735,300	
	Educational Opportunity Program		147	3	553,500	
	Data, IR, CCI and VFA		155	4	71,700	
	Prior Years Unfunded Enrollment		157	5	1,800,000	

Priority	By Institution/Agency	FY 2016 Appropriation	Page	Priority	FY 2017 Request	Comments
<b>Health Education Programs</b>		<b>12,795,300</b>			<b>525,400</b>	
	WWAMI Medical Education	4,638,900	161	2	262,400	Continue Five Seats Year 4 of 4
	Univ. of Utah Med. Ed.	1,356,000	165	3	83,000	Two new seats
	Family Medicine Residencies	2,936,900			180,000	
	Kootenai Health FMR		169	1	180,000	Residency Build-out
<b>Special Programs</b>		<b>9,830,700</b>			<b>5,471,400</b>	
	Forest Utilization Research	1,078,800			252,800	
	Research Scientist		173	1	87,000	
	Sage Grouse Habitat Research/Outreach		177	2	77,300	
	Capital Equipment Request		181	3	88,500	
	Geological Survey	824,200			218,600	
	Geological Hazard Geologist Position		185	1	128,200	
	GIS Analyst Position		191	2	90,400	
	Scholarships and Grants	6,724,900	197	1	5,000,000	Opportunity Scholarship
<b>State Board of Education</b>		<b>2,441,500</b>			<b>507,200</b>	
	Office of the State Board of Education	2,303,700			253,600	
	Human Resource Specialist		201	1	72,200	
	Teacher Effectiveness Pgm Mgr		205	2	84,800	
	SLDS Analyst		209	3	96,600	
	Charter School Commission	137,800				
<b>Idaho Public Television</b>		<b>2,314,000</b>	<b>213</b>	<b>1</b>	<b>433,800</b>	<b>Personnel Sustainability</b>
<b>Vocational Rehabilitation</b>		<b>7,557,800</b>			<b>704,900</b>	
	Vocational Rehabilitation	3,446,300			270,600	
	Additional Grant and Match Funds		217	1	270,600	Federal funds: \$1,000,000
	Extended Employment Services	3,908,100	221	2	340,000	Add'l Extended Employment Program Funds
	Council for the Deaf/Hard of Hearing	203,400	225	3	94,300	Communication/Outreach
	<b>Total</b>	<b>\$ 153,841,100</b>			<b>\$ 25,192,500</b>	

# STATE BOARD OF EDUCATION

## FY 2017 Budget Request

### Colleges & Universities

#### Calculation of Occupancy Costs

1 Institution/Project	2 Projected Date of Occupancy	3 % of Use for Non-Aux. Education	4 Gross Sq Footage	5 Non-Aux. Sq Footage	(1) Custodial Costs				(3) Utility Estimate	(4) Maintenance Costs		(5) Other	Total Occ Cost	% qtrs used in FY17	Revised FY17
					(1) FTE	(2) Sal & Ben	Supplies	Total		Repl Value	Cost@1.5%				
<b>UNIVERSITY OF IDAHO</b>															
4	October-16	100%	7,500	7,500	0.29	10,400	800	11,200	13,100	1,600,000	24,000	7,100	55,400	75%	41,600
5	October-16	100%	70,800	70,800	2.72	97,400	7,100	104,500	123,900	46,600,000	699,000	91,800	1,019,200	75%	764,400
6	July-16	100%	62,700	62,700	2.41	86,300	6,300	92,600	109,700	15,500,000	232,500	60,700	495,500	100%	495,500
7	July-16	100%	5,000	5,000	0.19	6,800	500	7,300	8,800	450,000	6,800	4,200	27,100	100%	27,100
8	July-16	100%	6,740	6,740	0.26	9,300	700	10,000	11,800	1,750,000	26,300	6,600	54,700	100%	54,700
9	October-15	100%	9,150	9,150	0.35	12,500	900	13,400	16,000	998,000	15,000	7,800	52,200	100%	52,200
					6.22	222,700	16,300	239,000	283,300		1,003,600	178,200	1,704,100		1,435,500
<b>LEWIS-CLARK STATE COLLEGE</b>															
13	July-15	100%	12,790	12,790	0.49	17,500	1,300	18,800	22,400	2,637,249	39,600	12,000	92,800	100%	92,800
					0.49	17,500	1,300	18,800	22,400		39,600	12,000	92,800		92,800
<b>NORTH IDAHO COLLEGE</b>															
17	July-15	100%	82,320	82,320	3.17	111,400	8,200	119,600	144,100	15,000,000	225,000	75,400	564,100	100%	564,100
18	March-16	100%	28,640	28,640	1.10	38,700	2,900	41,600	50,100	5,000,000	75,000	26,100	192,800	25%	48,200
					4.27	150,100	11,100	161,200	194,200		300,000	101,500	756,900		612,300

26 (1) FTE for the first 13,000 gross square footage and in 13,000 GSF increments thereafter, .5 Custodial FTE will be provided.

27 (2) Salary for custodians will be 80% of Policy for pay grade "E" as prepared by the Division of Human Resources.

28 Benefit rates as stated in the annual Budget Development Manual; workers comp rates reflect institution's rate for custodial category

29 Salary CU: \$19,845.00 CC: \$18,900.00

30 Benefits

31 FICA

32 SSDI salary to \$110,100 6.2000% x salary

33 SSHI 1.4500% x salary

34 Unemployment Insurance 0.1700% x salary

35 Life Insurance 0.6750% x salary

36 Retirement: PERSI 11.3200% x salary

37 Workmans Comp x salary

38 Sick Leave 0.6500% x salary

39 Human Resources

40 20.4650% per position

41 Health Insurance \$11,500.00

42 Supplies 0.10

43

(3) Annual utility costs will be projected at \$1.75 per sq ft 1.75

(4) Building maintenance funds will be based on 1.5% of the construction cost (excluding architectural/engineering fees, site work, movable equipment, etc.) for new buildings or 1.5% of the replacement value for existing buildings.

(5) Other:

IT Maintenance 1.5000 GSF

Security 0.2200 GSF

General Safety 0.0900 GSF

Research & Scientific Safety Costs 0.5000 GSF

Total 2.3100

Too High - Used 1/3 0.7700 GSF

Landscape Greenscape 0.0003 CRV

Insurance Costs 0.0005 CRV

Total 0.0008 CRV

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**AGENCY: System-wide Needs**

Agency No.: 501

FY 2017 Request

FUNCTION:

Function No.: 02

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ACTIVITY: Board approved category

Activity No.:

Original Submission X or

Revision No. \_\_\_

A: Decision Unit No: 12.01		Title: <b>Higher Education Research Council</b>			Priority Ranking 1 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0.00				0.0
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Mission and Goals of HERC					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	\$300,000				\$300,000
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$300,000</b>				<b>\$300,000</b>

**Supports institution/agency and Board strategic plans:**

This request supports the following areas in the State Board of Education's Strategic Plan:

**GOAL 2: CRITICAL THINKING AND INNOVATION**

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

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

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**Objective B: Innovation and Creativity** – Educate students who will contribute creative and innovative ideas to enhance society.

**Performance Measures:**

- Percentage of students participating in internships or undergraduate research

In addition to the Board's strategic plan this request also supports the Boards Higher Education Research Strategic Plan.

**Goal 4** – Enhance learning and professional development through research and scholarly activity.

**Objective a** – Increase the number of university and college students and staff involved in sponsored project activities.

PM – Number of undergraduate students supported by sponsored projects

PM – Number of graduate students supported by sponsored projects

PM – Number of faculty and staff involved in sponsored projects

**Objective b** – Increase the dissemination of research findings.

PM – Number of peer-reviewed publications (students and faculty).

PM – Number of theses and dissertations.

**Description:**

Research is increasingly viewed as a key factor in the future economic vitality of Idaho. It is fundamental to the mission of a university or college due to its role in knowledge discovery. On the most basic level, research strengthens a university's or college's primary product – innovative, well-educated graduates ready to enter a competitive workforce.

Undergraduate experience in research or creative activity is critical in helping students determine an area of interest and in jump-starting their careers. These students learn to work in interdisciplinary teams, explore career fields, and often discover a passion for scholarly activity they did not know existed. The collaborative nature of undergraduate research and the individual mentoring students receive from their advisors enhances the student learning experience and contributes to student retention.

Idaho's universities and colleges recognize the importance of preparing researchers of the future and are committed to incorporating undergraduate student research and creative activity into the teaching and knowledge-discovery missions of the institutions. These endeavors may include students working on faculty-led projects or on student-initiated, classroom based projects.

In faculty led research and scholarly activity, students work collaboratively with faculty to learn the discipline of creative activity with direct application to a specific project of importance to the faculty member. In class-room based research, undergraduates engage in independent or team projects to integrate theoretical learning with the world beyond the classroom.

Funds currently allocated to HERC are used to support:

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- (1) individual and multi-disciplinary research projects;
- (2) extensive and rapid dissemination of the new knowledge and establishment of knowledge networks which would facilitate public, private, and academic institution interaction; and
- (3) collaborative relationships between academia and varied shareholders outside the academy.

HERC funds are used:

- (1) to maximize impact on the quality of education and economic development as a consequence of Idaho's investment in quality science, engineering, and other research.
- (2) to ensure accountability for the state's investment via demonstrable results.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

To support undergraduate experiences in research and creative activity in Idaho's institutions of higher learning, fiscal resources are requested in the amount of \$300,000 annually.

This funding will be used for but is not restricted to:

- Undergraduate research and creative activity fellowships
- Purchase of research materials
- Assistance for activities such as travel to present research findings, to visit a research site, to show creative works, or to attend professional conferences.
- Develop curricula for project based classes

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. N/A
- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. N/A
- c. List any additional operating funds and capital items needed. N/A

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

On-going general funds.

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4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The immediate benefit is to the students, in addition to the increased quality of the education experience that research provides for students, students learn to work in interdisciplinary teams, explore career fields. The research experience also helps our Idaho businesses who hire these students upon graduation. Research experience gives students hands on experience in their areas of study that are invaluable to their future employers.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

This is the one priority item for System-wide needs this year.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.



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**AGENCY: Boise State University**  
 FUNCTION: PhD Program  
 ACTIVITY: Materials Science and  
 Engineering Research Initiative

Agency No.: 512  
 Function No.: 01  
 Activity No.:

FY 2017 Request  
 Page 1 of 2 Pages  
 Original Submission X or  
 Revision No. \_\_\_\_

<b>Materials Science and Engineering Research Initiative</b>					
A: Decision Unit No:	Title:	<b>Priority Ranking 1 of 5</b>			
	<b>Faculty, Staff and GAs</b>				
<b>DESCRIPTION</b>					<b>Total</b>
FULL TIME POSITIONS (FTP)	18				18.0
GRADUATE ASSISTANTS	18				18.0
<b>PERSONNEL COSTS:</b>					
1. Salaries	\$1,471,600				\$1,471,600
2. Benefits	\$558,200				\$558,200
3. Graduate Assistant Stipends	\$432,000				\$432,000
4. Graduate Assistant Benefits	\$17,300				\$17,300
<b>TOTAL PERSONNEL COSTS:</b>	<b>\$2,479,100</b>				<b>\$2,479,100</b>
<b>OPERATING EXPENDITURES by summary object:</b>					
Graduate Assistant Waivers	\$207,300				\$207,300
<b>TOTAL OPERATING EXPENDITURES:</b>	<b>\$207,300</b>				<b>\$207,300</b>
<b>CAPITAL OUTLAY by summary object:</b>					
<b>TOTAL CAPITAL OUTLAY:</b>					
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$2,686,400</b>				<b>\$2,686,400</b>

**Supports institution/agency and Board strategic plans:**

SBOE Goal 1: A well-educated citizenry  
 SBOE Goal 2: Critical thinking and innovation

Boise State Goal 4: Gain distinction as a doctoral research university

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**Description:**

Recognizing the need for a stronger foundation in materials science in the region, Micron Technology, Inc., generously donated \$13M, the largest donation in Boise State University history, to create a new PhD in Materials Science and Engineering (MSE).

This creation of the PhD in MSE was the result of many factors, including: (1) increasing demand from local employers, (2) expressed interest from science and engineering students, (3) a national demand for MSE PhDs, (4) several strong, collaborative research programs between faculty in Materials Science & Engineering, Physics, and other departments, and (5) the rapid growth of the B.S. and M.S. programs in MSE at BSU. The PhD program will generate a significant number of qualified graduate students with extensive training in the key areas of the state's high-tech economy including semiconductor science, nanotechnology, and energy materials.

The first students entered the program in Fall of 2012 and by Fall of 2014 the program had grown to 29 students enrolled, making it the largest PhD program in engineering in the state of Idaho. Remarkably, the program graduated three students in FY2014, the most of any PhD in MSE in the state.

The strength and contribution of any PhD program depends primarily on its faculty. The primary use of the gift from Micron was the initial creation of nine new faculty lines. This request would permanently fund these lines and add new faculty and staff as well as funds for graduate assistants to continue expansion and support for this successful program.

Materials research at Boise State is poised for national prominence that distinguishes and differentiates our university. The program is comparable to the best programs in the nation. Boise State faculty members from a wide range of disciplines involved in materials research are known for their work in fighting cancer, creating new materials that withstand extreme environmental conditions, developing an extraordinary array of sensors and advancing knowledge in a wide range of other initiatives. Research expenditures per faculty member per year average approximately \$400,000, which is comparable to top-ten programs.

Materials research at Boise State has quickly matured into an effective partner to Idaho companies including Micron. Research collaborations are resulting in leading edge applications for the use of structural DNA as a way to overcome the technical and non-technical barriers to high-volume manufacturing of nanoscale materials, devices and systems. Boise State materials researchers are also working in close collaboration with the Idaho National Laboratory on a range of issues that affect our energy security.

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**AGENCY: Boise State University**  
 FUNCTION: College  
 ACTIVITY: Academic Depts

Agency No.: 512  
 Function No.: 01  
 Activity No.:

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A: Decision Unit No:	Title: <b>College of Innovation &amp; Design</b>			Priority Ranking <b>2 of 5</b>	
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	10.5				10.5
PERSONNEL COSTS:					
5. Salaries	\$618,700				\$618,700
6. Benefits	\$246,000				\$246,000
TOTAL PERSONNEL COSTS:	\$864,700				\$864,700
OPERATING EXPENDITURES by summary object:					
TOTAL OPERATING EXPENDITURES:	\$135,300				\$135,300
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$1,000,000</b>				<b>\$1,000,000</b>

**Supports institution/agency and Board strategic plans:**

SBOE Goal: A well education citizenry – Transition

Boise State Goal 1: Create a signature, high quality education experience for all students.

Boise State Goal 4: Align university programs and activities with community needs.

**Description:**

Funding is requested to support new programming for the College of Innovation & Design (CID) as well as the enhancement of existing campus programs as they transition to the CID. Specifically, funds will be used to support the new Bachelor of Science in Games, Interactive Media & Mobile (GIMM) and Bridge to Career program, and to enhance and permanently fund the Venture College.

**GIMM**

Boise State University new Bachelor of Science in Games, Interactive Media & Mobile (GIMM) will produce client-side developers capable of creating immersive and interactive experiences with both software and mobile hardware. The proposed program will take advantage of emerging technological change in the mobile and gaming development industries. The GIMM program will provide a broad, comprehensive, and technologically-focused program of study that includes courses in game development, interactive media creation, mobile application development, information technology management, art, and graphic design. The program is targeted at students who are interested in working with mobile applications, interactive media, and game development as programmers, interactive developers, and interactive media project managers.

**Bridge-to-Career:**

The Bridge to Career project, located within the College of Innovation and Design will develop ways to offer Boise State University undergraduate students will gain essential, complementary knowledge and skills outside their disciplinary home, thereby better preparing students for success as they transition from campus to career. The project will have three emphases: business literacy, technical literacy, and professional success.

**Venture College:**

Venture College helps Boise State students start businesses (or non-profits) while pursuing their education.

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**AGENCY: Boise State University**  
**FUNCTION: System-wide Needs**  
**ACTIVITY: Complete College Idaho**

Agency No.: 510  
 Function No.: 01  
 Activity No.:

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A: Decision Unit No: <b>12.01</b>		Title: <b>Complete College Idaho</b>			Priority Ranking <b>3 of 5</b>
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	70.0				70.0
PERSONNEL COSTS:					
1. Salaries	\$2,059,200				\$2,059,200
2. Benefits	\$1,227,800				\$1,227,800
3.					
TOTAL PERSONNEL COSTS:	\$3,287,000				\$3,287,000
OPERATING EXPENDITURES by summary object:					
Operating Expenditures	\$190,000				\$190,000
TOTAL OPERATING EXPENDITURES:	\$190,000				\$190,000
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$3,477,000</b>				<b>\$3,477,000</b>

**Supports institution/agency and Board strategic plans:**

SBOE Goal: A well-educated citizenry -- Access

Boise State Goal 1: Create a signature, high quality education experience for all students

Boise State Goal 2: Facilitate the timely attainment of educational goals of our diverse student population

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**Description:**

This request identifies needs associated with ensuring the success of the State Board of Education 60% goal. The key strategies include increasing capacity in degree programs with high student demand, removing existing bottlenecks to degree progression and graduation, increasing course offerings at night and on the week-ends, adding faculty lines to significantly increase course sections per year, and reducing reliance on part-time adjunct faculty.

This request is for funds to hire 24 new tenure track faculty line, convert 31 current part-time adjunct positions to full-time lecturer positions, hire 2 academic advisors and to hire 13 academic support staff. Knowing that Boise State University needs to produce approximately 3,400 Baccalaureates in 2020 to meet the State Board of Education's 60% goal, a strong emphasis must continue to significantly improve graduation rates and retention rates. In addition, enrollments in general must increase. This requires new faculty to grow the capacity and reduce scheduling conflicts that are impeding students' progress.

Boise State University has been converting adjunct lines to lecturer positions over the past few years, and needs to continue to do so. This requires additional funding for part of the salary costs, although the biggest cost is the health benefits that permanent employees receive. The heavy reliance on adjunct faculty to teach lower division courses is no longer the workable low-cost solution it once was. Student enrollment continues to transition to higher enrollments in the upper division classes and less in the lower division classes. Tenure-track faculty are required to teach upper division courses. The resources requested for this line item are for salary and benefit related costs.

3 new professional advisors are requested to increase students' access to advisors and to help with course scheduling. There is a high correlation to student success and graduation rates when proactive advising is used, and improving graduation rates is a key strategy.

13 academic staff additions would increase cost efficiency in academic departments. Currently department chairs perform several tasks better suited for staff. This funding would allow academic chairs the necessary time to devote to student recruitment, advising, faculty development and program and curricular assessments, design and upgrades.

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**AGENCY: Boise State University**

Agency No.: 512

FY 2017 Request

FUNCTION: Public Safety

Function No.: 01

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ACTIVITY: Create Dept.

Activity No.:

Original Submission \_X\_  
or Revision No. \_\_\_\_

A: Decision Unit No:		Title: Dept. of Public Safety			Priority Ranking 4 of 5
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2 New 22 Reclassification				2 New 22 Reclass.
PERSONNEL COSTS:					
1. Salary	\$161,900				\$161,900
2. Fringe	\$57,600				\$57,600
TOTAL PERSONNEL COSTS:	\$219,500				\$219,500
OPERATING EXPENDITURES by summary object:	\$168,100				\$168,100
TOTAL OPERATING EXPENDITURES:	\$168,100				\$168,100
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	\$387,600				\$387,600

**Supports institution/agency and Board strategic plans:**

Boise State Goal 4: Align University programs and activities with community needs

Boise State Goal 5: Transform our operations to serve the contemporary mission of the University

**Description:**

Boise State University Campus Security and Police Services intends to transition from a civilian security department to a public safety department with sworn police officers, having full police powers consistent with Idaho Peace Officers Standards and Training (P.O.S.T.) certifications. According to the Bureau of Justice Statistics, nearly all (92%) U.S. four-year public colleges and universities operated their own law enforcement agencies during the 2011–2012 school year. Supporting this transition would align Boise State with national best practices, as well as with our peer institutions and conference partners. Additionally, this transition supports the University's strategic plan to

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become a metropolitan research university of distinction, acting as a leader in higher education environment in Idaho and falling in line with the standard across the country.

By creating a Boise State University Department of Public Safety, there would be numerous benefits:

- Emphasis in community policing and problem solving through continuous and new partnerships within the campus, the surrounding community, and regional law enforcement communities.
- Ability to enforce Boise State policy and procedures.
- A customer-service focus with Department of Public Safety employees.
- A coordinated, team approach to on-campus crime prevention and investigation, including an increased focus on sexual assault cases.
- Increased training and safety presentations for the campus community.
- Increased involvement in the educational and developmental process.

Boise State would be building on the already-established relationship with local law enforcement while meeting the specialized needs of a higher education population. Boise State University police officers would be more focused on community service and connecting with students and other employees; having a better understanding of University policy and procedures, as well as federal and state laws that govern higher education institutions; and internal resources.

Boise State University will use a phased-in approach to transition our current Campus Security and Police Services department to a law enforcement agency, which would include event security and parking functions, while continuing our relationship with the Boise Police Department. Through the four phases, Campus Security and Police Services will pursue the necessary legislative changes to authorize a law enforcement agency in the higher education setting; merge with Transportation and Parking Department, as well as restructuring Campus Security and Police Services, to build the foundation for the Department of Public Safety. We would also work on ensuring adequate facilities for the expansion of the Department of Public Safety and developing the policies and procedures necessary. The final result will be a Boise State University Department of Public Safety that will not only be a leader in Idaho for campus safety and security, but will also contribute to a positive and safety environment for the campus community to study, work, and visit.



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**AGENCY: Boise State University**  
 FUNCTION: Education  
 ACTIVITY: Scholarship/Grant

Agency No.: 512  
 Function No.: 01  
 Activity No.:

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A: Decision Unit No:		Title: Scholarships			Priority Ranking 5 of 5
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	NA				NA
PERSONNEL COSTS:					
TOTAL PERSONNEL COSTS:	NA				NA
OPERATING EXPENDITURES by summary object:					
Student Scholarships	\$950,000				\$950,000
TOTAL OPERATING EXPENDITURES:	\$950,000				\$950,000
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:	NA				NA
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	\$950,000				\$950,000

**Supports institution/agency and Board strategic plans:**

SBOE Goal: A well-educated citizenry -- Access

Boise State Goal 1: Create a signature, high quality education experience for all students.

Boise State Goal 4: Align university programs with community needs.

**Description:**

Boise State University requests \$950,000 for scholarships to support Idaho students to achieve their educational potential and increase the likelihood that they remain in the State of Idaho to pursue higher education. Currently, Boise State University dedicates \$1,175,038 in scholarships awarded to high achieving Idaho residents. If funded, the additional money would broaden this effort to include more deserving students. Additional scholarship funding expands college access for Idahoans, particularly among lower income students, and would support statewide needs for a highly trained workforce.

Boise State University current staffing levels support this effort and no additional funding for positions is requested.

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**AGENCY: Idaho State University**  
**FUNCTION: Complete College Idaho**  
**ACTIVITY: CCI – Retention and Completion**

Agency No.: 510  
 Function No.: 03  
 Activity No.:

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A: Decision Unit No: 12.01		Title: <b>CCI: Retention and Completion</b>			Priority Ranking 1 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	46.00				46.0
PERSONNEL COSTS:					
1. Salaries	\$2,075,300				\$2,075,300
2. Benefits	941,800				941,800
3. Group Position Funding					
<b>TOTAL PERSONNEL COSTS:</b>	<b>\$3,017,100</b>				<b>\$3,017,100</b>
OPERATING EXPENDITURES by <b>summary object:</b>					
1. Travel	\$43,000				\$43,000
2. Materials/Supplies ( + “early alert”)	130,000				130,000
3. Communication	20,000				20,000
4. Professional Development	9,000				9,000
<b>TOTAL OPERATING EXPENDITURES:</b>	<b>\$202,000</b>				<b>\$202,000</b>
CAPITAL OUTLAY by <b>summary object:</b>					
1. PCs and workstations	\$131,800				\$131,800
<b>TOTAL CAPITAL OUTLAY:</b>	<b>\$131,800</b>				<b>\$131,800</b>
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$3,350,900</b>				<b>\$3,350,900</b>

**Supports institution/agency and Board strategic plans:**

The proposed program supports key strategies identified in the Idaho State Board of Education and Idaho State University strategic plans. In particular, the technology-enabled “early alert” system and just in time intrusive advising will significantly advance those strategies associated with Complete College Idaho and the Board’s 60% goal **by strengthening the pipeline and developing intentional advising along the K-20 continuum.**

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**ISU Goal 2: ACCESS AND OPPORTUNITY**

Idaho State University provides diverse opportunities for students with a broad range of educational preparation and backgrounds to enter the University and climb the curricular ladder so that they may reach their intellectual potential and achieve their educational goals. Objective 2.2—Students’ progression from initial enrollment to graduation is monitored, and efforts to increase enrollment, retention and completion are in place.

*Through the use of a technology-enabled “early alert” system, retention advisors at Idaho State University will closely monitor individual students from admission through graduation, improving students’ ability to “climb their curricular ladders” and achieve their educational goals. All academic advising at Idaho State University will be intrusive, efficient, and targeted, providing students with just in time advising to attain their intellectual potential.*

**SBOE Goal 1.B:** The educational system will provide opportunities for individual advancement. Increase the educational attainment of all Idahoans through participation and retention in Idaho’s educational system.

*By combining technology with proactive advising, students will advance through Idaho State University more efficiently and effectively. Students will reduce the number of excess credits earned, reduce unnecessary student debt, receive vital advice in a timely manner, and decrease the number of academic missteps along the way.*

*Counseling services keep students in college that might otherwise stop out or drop out. This leads to enhanced retention and graduate rates for ISU. It allows ISU to meet the individual needs of students who attend ISU.*

**SBOE Goal 3.B:** Increase the quality, thoroughness, and accessibility of data for informed decision-making and continuous improvement of Idaho’s educational system.

*Early alert systems provide essential data for informed decision-making and continuous improvement with regard to student retention, persistence, and graduation. These systems help; ensure that students are enrolling in the correct courses for their intended majors; provide crucial information for “at risk” populations; and deliver predictive measures to develop best practices to advance future populations of students.*

Complete College Idaho:

**Strengthen the Pipeline - Develop intentional advising along the K-20 continuum that links education with careers.**

*Through tighter alignment with Idaho high schools, ISU retention advisors will provide greater connectedness and information along Idaho’s educational continuum thereby increasing Idaho’s “go on” and completion rates.*

**Performance Measure:**

The following are ISU's relevant performance measures linked to strengthening the pipeline and developing intentional advising.

Positively impact time to degree by 5% over the next three years; positively impact retention rates by 5% over next three years; positively impact undergraduate degree production by 5% over the next three years; increase the retention rate to 75% over the next three years; increase to 50% the number of full-time freshman students who participate in First Year Seminar and university orientation courses; and maintain sufficient access to advising.

**Description:**

***Retention and Completion***

*Problem:* A pressing challenge for Idaho is to increase degree and certificate completion for all individuals, of all ages, and for all socioeconomic backgrounds. Retention rates in Idaho's higher educational institutions are simply not what they need to be in order to reach Idaho's 60% goal. Although Idaho State University is working to improve retention and graduation rates, much still needs to be accomplished in this regard.

*Solution:* Retention and completion must become the focus of higher education across Idaho. To this end, Idaho State University proposes to closely oversee academic student progress, using a technology-enabled "early alert" system and further provide targeted "intrusive advising" to ensure student success. This intrusive advising is part of a larger retention and completion strategy that includes; greater connectedness with Idaho high schools; strong summer bridge programs; clear 4-year degree "academic" maps; focused student cohorts within structured schedules; full-time student enrollment of 15 credits per semester; "critical path" or "milestone" course completion each semester; and increased major/field specific advising to transition students into the workplace. In essence, ISU is proposing to place *all* future and current ISU students on guided pathways to successful careers.

In order for ISU to continue to build on our recent retention and completion successes, we are proposing to purchase a technology based "early alert" system; hire technical analysts to implement and support the system; and hire a cohort of retention advisors (40 in total) in order to fully engage with our students. This strategy will increase our ability to track student performance in required courses and focus interventions when and where they are needed most. For example, an early alert system will inform an advisor when a student has enrolled in the wrong class for his/her particular major or if a "critical path" course is not completed on time. An advisor will then intervene decreasing the impact of the student's misstep. Further, an early alert system provides us with the ability to target "at risk" students with specific interventions for their specific needs. Enabled by technology, all academic advising will be intrusive, efficient, and targeted, providing students with just in time advising when they need it most.

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In order for ISU to bring full circle our retention and completion strategy, linking education with career opportunities, we are proposing that our retention advisors not only work with high schools to increase college awareness and connectedness, but also develop discipline specific expertise to effectively provide major/program explicit academic and career advising. Thus, each advisor will mentor a student from the college application process, through lower division course discovery, upper division course selection, and graduation. These retention advisors will reach out to each and every student ensuring effective, consistent, clear, and specific academic advising. In collaboration with faculty across campus, retention advisors will also teach courses focused both on university orientation and career exploration. Because each student will have one advisor from college entrance to completion, students will no longer fall through the cracks and will therefore be retained and graduate at significantly higher rates.

*Projected Outcomes:* Universities across the country who have implemented technology-enabled intrusive advising programs such as the one described above have shown significant increases in retention and graduation. By means of example, Georgia State University's implementation has increased its graduation rates by more than 20 percentage points (from 31.5% to 53.4%) over the last 10 years. Idaho State University anticipates comparable significant results as well.

**Questions:**

1) What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

*Idaho State University recommends implementing a retention and completion strategy which includes the hiring of 3 Technical/Functional Analysts (IT), a cohort of 40 Retention Advisor/Instructors, 3 FTE Ph.D Psychologist/Counselors, and the purchase of an "early alert" retention system such as the Student Success Collaborative (an Educational Advisory Board product). This retention team will closely oversee academic student progress, using the technology-enabled "early alert" system and provide targeted "intrusive advising" when it is most needed to ensure student retention, persistence, and graduation.*

*Budget Recommendation: Salary: \$2,075,300. Benefits: \$941,806. Travel: \$43,000. Materials and Supplies (including the "early alert" system yearly license): \$130,000. Communication: \$20,000, Professional Development – 9,000, Capital Equipment (computers/workstations): \$131,840*

2) What resources are necessary to implement this request?

a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

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*Idaho State University's retention and completion plan recommends hiring 40 Retention Advisor/Instructors, 3 FTE Ph.D Psychologist/Counselors and 3 Technical/Functional Analysis (IT). All are full-time, 12-month positions, benefit-eligible. We would anticipate hiring the IT experts and 30 of retention advisors in summer 2016. Those hired during the summer months would implement and trouble-shoot the "early alert system" throughout the summer. The final 10 retention advisors would then be hired fall 2016.*

b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

*We anticipate all of these individuals will be new hires.*

c. List any additional operating funds and capital items needed.

*As listed above, the following operating and capital funds are needed: Travel: \$43,000. Materials and Supplies (including the "early alert" yearly license fee): 130,000. Communication: 20,000. Professional Development: 9,000. Capital (computers/workstations): 131,840. Implementation of the "early alert" system is expected to cost an additional \$50,000 in the first year. This \$50,000 will be obtained through salary savings by hiring 10 of the retention advisors in fall of 2016 rather than the summer of 2016.*

3) Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

*This request anticipates the need for ongoing funding. We expect no significant fee structure changes or grant awards in this regard. We would however, expect increased enrollment from Idaho high schools and Idaho transfer students. Increased retention and completion is a clear expectation as well.*

4) Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

*This request focuses on retention and completion for all future and current, high school through college senior, ISU students. The technology-enabled intrusive advising is part of a all-inclusive strategy that incorporates; greater connectedness with Idaho high schools; strong summer bridge programs; clear 4-year degree "academic" maps; focused student cohorts within structured schedules; full-time student enrollment of 15 credits per semester; "critical path" or "milestone" course completion each semester; and increased major/field specific advising to transition students into the workplace.*

**IDAHO STATE UNIVERSITY  
Enhancing Student Success  
Through Personal and Career Counseling and Advising**

Increased need for counseling

Over the last four decades, college students' need for counseling, including personal and career, has grown exponentially (Eagan, et al., 2014). The reasons are complex and include:

- earlier diagnostic evaluations—some as early as grade school;
- the decline in the stigma associated with mental health issues;
- more students with mental health disabilities are participating in college thanks to accommodations guaranteed by the ADA and protected by the ADA from removal even if the student is suicidal; and
- more students taking prescription drugs for depression, anxiety and related concerns (Korn & Chen, 2015) who require talk therapy in addition to medications

The Higher Education Research Institute (HERI) at UCLA has administered the Cooperative Institutional Research Program (CIRP) [college] Freshman Survey for 49 years. In the fall, 2014, freshman students rated themselves the lowest in their mental wellbeing in the 49 years the Survey has been continuously administered (Eagan, , et al., UCLA, 2014). Other data from the 2014 CIRP Freshman Survey includes:

- 33.6% said they had frequently felt overwhelmed by all they had to do during the past year;
- Only 50.7% of students rated their emotional health as the “highest 10%” or “above average” compared to others their age, the lowest level ever and 2.3 percentage points lower than the entering cohort of 2013. Additionally, the proportion of students who “frequently” felt depressed rose to 9.5%;
- Students who were frequently depressed were about twice as likely to frequently come late to class and frequently fall asleep in class;
- 11.8% of public university students estimated that their chances were very good that they would seek personal counseling

Students with lower levels of emotional health wind up being less satisfied with college and struggle to develop a sense of belonging on campus, even after four years of college (HERI, 2014).

At Idaho State University,

- For the 2014-15 Academic Year through May 6<sup>th</sup>, the University Counseling and Testing Service had 4,159 attended appointments; of those:



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- 41.7% of clients said they had considered suicide
- 14.3% of clients had attempted suicide previously
- 52.5% of clients had experienced harassment/abuse
- 53% of clients had a grade point average of 3.0 and above
- 56.7% of clients had prior counseling
- 45.2% of clients reported receiving medications prior to or after starting college or both
- 5.7% of 237 counseling sessions were emergency/crisis sessions
- 55.5% of clients reported experiencing a traumatic event
- 24.35% of clients reported having had sexual contact without consent

Increased referrals to counseling from faculty and staff

As a result of Title IX regulations, more students are coming forward to report being a victim of sexual misconduct (sexual assault, stalking, harassment) on and/or off campus and are referred for counseling support. At Idaho State University, the second largest number of referrals to the Counseling and Testing Center come from ISU faculty (the largest number of referrals are from friends). These referrals are increasing the number of counseling clients.

Recent research about graduate students' experiences indicates that more are reporting feeling stressed and needing counseling services. At the University of Exeter in the United Kingdom, "40% of Ph.D students reported that their physical and mental health had worsened over the course of their studies" (Else, Forty per cent of PhDs at Exeter suffer ill health, study reveals, 2015).

Other correlations with stress include financial worries, family issues, lack of friends, adjustment and socialization issues and perfectionism, especially among high performing students. At the University of Oxford in the UK, "the number of undergraduate and postgraduate students accessing counselling [sic] services at the institution has shot up by 136 and 172 per cent respectively since 2003-04" (Else & Grove, 2015). In spite of the widespread use of social media, many students report feeling isolated.

Correlations between counseling and retention and degree completion

Eight of the top 10 academic impediments are mental health related:

- stress
- sleep deprivation
- concerns about family and friends
- partner relationship concerns
- depression
- internet addictions
- death and grief
- alcohol and other substance abuse

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(Counseling Center, University of South Florida from: “Linking Student Health and Wellness to Academic Success and Retention Webinar”).

- Depression, co-occurring depression and anxiety, and symptoms of eating disorders are all associated with lower GPA and higher probability of dropping out (Eisenberg, Golberstein & Hunt, 2009).
- Students with higher levels of psychological distress were characterized by higher test anxiety, lower academic self-efficacy, and less effective time management and use of study resources (Brackney & Karabenick, 1995).
- One in five students attending counseling is considering withdrawing from school (Turner & Berry, 2000).
- 70% of students who attend counseling report that their personal problems impact their academic performance (Turner & Berry, 2000).
- Students who will drop out is better predicted by socio-emotional problems than by academic difficulties (Gerdes & Mallinckrodt, 1994); (Bray, Braxton & Sullivan, 1999).
- In one study, retention rates for students who participated in counseling were 11% higher than the general student body (Turner & Berry, 2000).
- Another study found a 14% “retention advantage” for students who received counseling versus a control group of students waitlisted for future counseling (Wilson, Mason & Ewing, 1997).
- In yet a different study, 86% of students who were considering dropping out enrolled for at least one more semester following counseling (Bishop & Breneman, 1986).

Students needing counseling may be at risk to others

More institutions are seeing correlations between student conduct cases and mental health issues. Students involved in misconduct are more often hospitalized for mental health treatment than in the past. In one highly publicized incident on a college campus in Idaho in the spring semester, 2015, a male student was found wandering the residence halls looking to “hook up” with a female. The male student was arrested for violating the University’s trespass order and eventually transported to a mental hospital where the student resided for over three weeks. This academic year 14.6% of clients reported considering harming others and 3.8% stated they had done so in the past.

Students needing counseling are at risk to self

Suicide is the leading cause of death among college students in the United States (Schwartz, 2006). Risk factors for suicide include behavioral health issues/disorders; individual characteristics such as poor problem solving or coping skills; adverse/stressful life circumstances; family characteristics including a history of suicide in the family; and school and community factors (Suicide Prevention Resource Center, downloaded on 05/05/15 from: <http://www.sprc.org/sites/sprc.org/files/library/SuicideAmongCollegeStudentsInUS.pdf>).

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Regrettably, “schools are often prodded to action by tragedy.” Around the country, the statistics are grim (Korn & Chen, 2015):

- Three students from the same George Washington dormitory committed suicide in 2014
- The College of William and Mary in Virginia has had several student suicides this year
- Massachusetts Institute of Technology has had six campus suicides this past year

The University of Montana had three student deaths on the same weekend in March, 2015. Although one death was a suicide, two of the students who died lived in the same residence hall, prompting a need to provide grief counseling to the students living there. Indeed, many “vulnerable” students are impacted by mass shootings; natural disasters and accidents requiring a new round of counseling support services even if not currently in counseling.

Need to expand consultation, outreach, and primary prevention services

The increased need for and increased complexity of individual counseling services is, then, quite clear. Commensurate with this there is an increased need for consultation, outreach, and primary prevention services. Whether it involves consulting with an individual faculty member regarding how to work with a difficult or distressed student; or consulting with an academic program regarding how to help their students with anxiety and stress; or giving educational presentations on healthy relationships to student groups; or conducting training for students, faculty, and staff on suicide prevention; or serving as a training site for counselors and psychologists; whatever the consultation or outreach involves, such services may be as critical to the health of the individual served and the University community as individual counseling.

In an effort to keep a balance between individual counseling sessions and consultation and outreach services during this academic year our staff have facilitated workshops and given presentations on many topics, including: conflict resolution, stress management, suicide prevention, diversity, sexual health, MBTI, safe zone training, and mindfulness. We have conducted 176 individual sessions totaling 215 hours of direct service. Our attendance at these individual sessions (workshops, classes, presentations) totaled 3095. However, this count is based upon attendance at each session and does not equate to individuals served. Thus, the count includes individuals who attend several different sessions.

How colleges are responding

George Washington University has allocated more than \$830,000 for increased mental health services. The Regents of the University of California system are evaluating a plan to hire 70 additional psychologists—a 40% increase—and more than 20 psychiatrists—a 60% increase to keep up with demand on its 10 campuses (Korn &

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Chen, 2015). The University of Pennsylvania added four new clinicians last year, helping cut wait times for appointments from 21.6 days to 8.5 days (Korn & Chen, 2015).

How some institutions are raising funds for increased counseling services

“Universities are hiring more social workers, psychologists and psychiatrists as demand for campus mental-health services rises. But persistent budget gaps mean that students in some cases foot much of the cost of the positions” (Korn & Chen, 2015.) Ironically, some institutions have responded to the need for more counselors, psychologists and psychiatrists by increasing tuition, student fees or instituted fees for service to a population already feeling stressed by the cost of tuition and fees.

Some institutions are trying alternative counseling delivery methods

Some institutions have tried to use online or telephone based counseling services for staff, such as employee assistance programs, for students. But while such services may work well for staff, such services are a mistake to use for students, according to the University of Oxford’s head of counseling services. “Students want face-to-face counseling’ and “on line support services provide only low-level help” (Else, Oxford students’ demand for counselling [sic] shoots up, 2015).

At ISU, we have changed our intake system to a walk in system with a brief assessment to determine whether or not the student needs an immediate intervention or can be put on the wait list. Additionally, we have more than doubled our group counseling program which enables more students to receive services with less staff contact time. Unfortunately, that program is now at capacity.

Recommended staffing levels for counseling

The International Association of Counseling Services, Inc., the accrediting body for college counseling services recommends 1.0 FTE professional counselor/psychologist for every 1,000 – 1,500 students. In 2013, the average ratio on campus counselors to students was 1:1,600. At Idaho State University, the ratio is 1:2,350. ISU needs an additional 3 FTE to meet the national average.

Summary

The need for counseling is not an area that can be left unattended. As more students are identified as “students of concern,” i.e., students with psychological issues, or disruptive, or a threat to self or others, institutions must balance student safety and privacy with the need to protect the greater community. Long wait times for counseling increase the risk to the campus community as well as impact the student’s ability to successfully navigate and fulfill their academic responsibilities, stay in school and complete their degree. Reasonable wait times for access to counseling services provides a win-win for our students, their families and our campus communities.

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Return on investment

If only 11% of ISU's students stay (fall, 2014 headcount was 14,371) for one more semester due to counseling, that's 1,580 students x \$3,392 (tuition and fees for one semester in 2015-16) = \$5,359,360.

If 11% of ISU's students stay for one more semester and only 5% stay for two more semesters, as a result of counseling, that's 1,580 (11%) x \$3,392 (tuition and fees for one semester in 2015-16) = \$5,359,360 plus 718 (5%) x \$3,392 (tuition and fees for one semester in 2015-16) = \$2,435,456 for a total of \$7,794,816.

Of course, this is only the monetary return on investment. It does not include the benefits to society, Idaho families and future employers of the students who are retained and who graduate.

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**AGENCY: Idaho State University**  
 FUNCTION: Complete College Idaho  
 ACTIVITY: CCI--Student Opportunity  
 Development

Agency No.: 510  
 Function No.: 03  
 Activity No.:

FY 2017 Request  
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 Original Submission X or  
 Revision No. \_\_\_\_

<b>CCI: Student Opportunity Development</b>					
A: Decision Unit No: 12.02	Title: <b>CCI: Student Opportunity Development</b>			Priority Ranking 2 of 4	
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	7.00				7.0
PERSONNEL COSTS:					
1. Salaries	\$315,000				\$315,000
2. Benefits	143,000				143,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$458,000				\$458,000
OPERATING EXPENDITURES by summary object:					
1. Travel	\$20,000				\$20,000
2. Materials/Supplies	15,000				15,000
3. Communication	12,000				12,000
TOTAL OPERATING EXPENDITURES:	\$47,000				\$47,000
CAPITAL OUTLAY by summary object:					
1. PCs and workstations	\$12,000				\$12,000
TOTAL CAPITAL OUTLAY:	\$12,000				\$12,000
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$517,000</b>				<b>\$517,000</b>

**Supports institution/agency and Board strategic plans:**

1) SBOE Goal 1—Well-Educated Citizenry: The educational system will provide opportunities for individual advancement. Objective D—Transition: Improve the ability of the educational system to meet educational needs and allow students to efficiently transition into the workforce.

*Internship and volunteer work, along with other student opportunities, encourage students to use the knowledge they acquire in coursework in practical experiences, helping them to transition more easily into the workforce upon completion of their degrees.*

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2) SBOE Goal 2—Critical Thinking and Innovation: The educational system will provide an environment for the development of new ideas, and practical and theoretical knowledge to foster the development of individuals who are entrepreneurial, broadminded, think critically, and are creative. Objective A—Critical Thinking, Innovation and Creativity: Increase research and development of new ideas into solutions that benefit society.

*By combining the practical knowledge students gain in out-of-class situations such as internships, volunteer work, and other work-related experience with the more theoretical understanding from coursework, students are given the opportunity to practice creative decision-making and develop new areas for development.*

3) Complete College Idaho—Leverage Partnerships: Collaboration between education with the business community, non-profit and philanthropic organizations to project and meet work force requirements and business development opportunities.

*Through partnerships with organizations throughout the state, ISU would be able to provide students excellent opportunities to learn first-hand how different types of businesses run and to provide service to these organizations in a mutually beneficial relationship. Students would gain stronger experience, allowing them to be more engaged in their education and more competitive once on the job market.*

4) ISU Goal 2: Access and Opportunity—ISU provides diverse opportunities for students with a broad range of educational preparation and backgrounds to enter the University and climb the curricular ladder so that they may reach their intellectual potential and achieve their educational goals. Objective 2.2—Students' progression from initial enrollment to graduation is monitored, and efforts to increase enrollment, retention and completion are in place) 2.5—Students participate in community and service learning projects and activities, student organizations, and learning communities.

*Students would gain direct experience working on community and service learning projects, providing support to the community, and also gaining experience that can benefit their own long-term career goals. Students would also be able to receive support in the process of having their past experiential/work experience evaluated for possible academic credit, thereby providing access and opportunity to our non-traditional students.*

5) ISU Goal 4: Community Engagement and Impact: ISU, including its outreach campuses and centers, is an integral component of the local communities, the State and the intermountain region, and benefits the economic health, business development, environment, and arts and culture in the communities it serves. Objective 4.3—ISU participates in formal and informal partnerships with other entities and stakeholders.

*Through the coordinated efforts of staff to provide students opportunities with service-learning, volunteer work, internships, and other types of opportunity*



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*development, ISU will be able to engage the community directly in the work and education of our students, thereby developing clearer connections among them.*

**Performance Measure:**

The following are ISU's relevant performance measures linked to Community Engagement and Access and Opportunity:

Positively impact retention rates by 5% over next three years; positively impact degree production by 5% over the next three years; and the number of partnerships, collaborative agreements, and contracts will increase by 5% over the next five years. In addition, we seek to increase participation in internships, service learning, and volunteer activities by our students by 5% over the next five years.

**Description:**

***Student Opportunity Development***

Problem Statement: Even as ISU's retention rate has been improving over the last several years, we continue to face the problem of retention rates being lower than we aspire to. Furthermore, the university is currently unable to provide ample opportunities for undergraduates to serve in internships or do service learning or other community and professional activities, which have proven to help students acquire professional positions upon graduation. According to a survey published by *The Chronicle for Higher Education* (2012), "Employers place more weight on experience, particularly internships and employment during school vs. academic credentials including GPA and college major when evaluating a recent graduate for employment" (11). In addition, "Extracurricular activities, like professional clubs, athletics, and service, are valued more than GPA, relevance of coursework to position, and college reputation except by Executives who emphatically place more weight on coursework relevance and GPA, closely trailing college major" (11). In another recent study of one Texas university, it was determined that students who finished at least one internship while in college were 13% more likely to find full-time jobs upon graduating (*Huffington Post*, 5/27/2014).

Solution Statement: In order to better provide our students opportunities for developing abilities in problem-solving and creative thinking, which are desired in the workplace, and to give them first-hand experience to combine with their scholarly knowledge, we propose the creation of a Student Opportunity Development program. This program would place a Student Opportunity Coordinator (6 in total) in each college/division at ISU. This coordinator would work directly with students to help find them internship possibilities around the State, along with opportunities for volunteer work, international experiences in coordination with our Study Abroad program, and service learning to combine community service with academic activity. Furthermore, the coordinators would develop relationships with businesses as well as non-profit and government organizations throughout the region, helping to develop pipelines for students as they progress

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through their academics. Not only will this help students as they complete their degrees, but these opportunities can help encourage students to stay focused on the completion of their degrees: working within the types of organizations they strive for as a career can provide additional motivation to stay focused on completing their degree.

In addition to the college/division coordinators, there will be a Student Opportunity Director who will coordinate efforts across the university. This person will also take on the role of directing our credit for prior learning / experiential credit program, working with students who come to ISU with prior work experience and seek ways to have that experience count toward college credit. The director will also be responsible for developing new programs, new service-learning courses, and providing guidance and training across the institution.

ISU has had success with our Career Path Internship program, and builds on what the CPI program accomplishes. Most of the work of the CPI program has focused on employment opportunities within ISU or with very local organizations. The Student Opportunity Development Program would coordinate a wider set of development opportunities for students and engage businesses and other outside organizations from all around the State. The program would also extend the areas of focus outside the CPI program, including academic credit for prior experiential learning, international opportunities, and a variety of service-learning and volunteer activities.

Projected Outcomes: We anticipate that through this program, we will increase the number of internships, service learning, and volunteer activities by our students 5% over the next five years. We also anticipate that this program will contribute to an increase in retention.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

Idaho State University will hire 6 Student Opportunity Coordinators (one per college/division) and one Director. These employees will work with students to help place them in internships, volunteer positions, service-learning courses, and international experiences. The director will also oversee the experiential learning program, working with students with prior work experience to determine if it can be used for academic credit. These people will also work with outside businesses, government, and non-profit organizations, traveling around the State to foster these relationships in order to develop pipelines for our students to gain access to hands-on experience.

Overall Budget: Salary: \$315,000. Benefits: 143,014. Travel: 20,000. Materials and Supplies: 15,000. Communication: 12,000. Capital Equipment (computers/workstations): 12,000

2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

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Student Opportunity Coordinators (6) and Director (1). All are full-time, 12-month positions, benefit-eligible. We would anticipate hiring the director in summer 2016 and the coordinators in fall 2016.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

We anticipate all of these employees will be new hires.

- c. List any additional operating funds and capital items needed.

As listed in question 1, the following operating and capital amounts are needed: Travel: 20,000. Materials and Supplies: 15,000. Communication: 12,000. Capital Equipment (computers/ workstations): 12,000. The travel will primarily be used by the coordinators and directors to travel to businesses and other organizations around the state to help develop opportunities for student internships and volunteer opportunities. Other operating expenses are standard needs for a new unit.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

Although this effort is aimed at improved retention and graduation rates, and student preparation, we anticipate that once the program progresses, our focus on Student Opportunity development will become a selling point for the university and will draw in students who are looking for more first-hand experience as part of an education. In the long term, we expect this will attract students who would not otherwise consider college. We also anticipate that the employees in this program will work to develop grant funding from outside sources to further enhance the offerings to students.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Undergraduates from freshman to senior are to be served by this program. Work and service opportunities can be targeted to students at each level of progress through the university, allowing everyone from a new student to a more advanced student the chance to gain practical experience and learn more about the relevance of their academics to the workplace. When students are given such opportunities for first-hand experience, their motivation for continuing their studies will increase, thereby improving retention. If this project is not funded, we would go forward with our current processes, and not offer any coordinated assistance for these types of activities. Some students would certainly continue to make use of ISU's Career Path Internship program and to find other outside professional internships, but the majority would not have the breadth of experience offered through this new program, leaving them at a disadvantage.

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**AGENCY: Idaho State University**  
 FUNCTION: General Education  
 ACTIVITY: Division of Health Sciences  
 Expansion to Meridian Campus

Agency No.: 510  
 Function No.: 03  
 Activity No.:

FY 2017 Request  
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<b>Division of Health Sciences</b>					
A: Decision Unit No: <b>12.03</b>		Title: <b>Expansion to Meridian Campus</b>		Priority Ranking 3 of 4	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	10				10
PERSONNEL COSTS: <b>(Ongoing)</b>					
1. Salaries	\$575,200				\$575,200
2. Benefits	248,700				248,700
3. Group Position Funding	88,000			0	88,000
TOTAL PERSONNEL COSTS:	\$911,900				\$911,900
OPERATING EXPENDITURES by summary object: <b>(Ongoing):</b>					
1. Travel	\$18,000				\$18,000
2. Communications	80,000				80,000
3. Supplies	210,000				210,000
TOTAL OPERATING EXPENDITURES:	\$308,000				\$308,000
CAPITAL OUTLAY by summary object: <b>Start Up Costs (One-time):</b>					\$40,000
1. Office Furniture	\$40,000				62,500
2. Computers/Printers	62,500				555,000
3. Lab Furniture/Supplies	555,000				450,000
4. Educational Technology	450,000				25,000
5. Clinic Reception Furniture	25,000				565,000
6. Clinic Equipment/Supplies	565,000				
TOTAL CAPITAL OUTLAY:	\$1,697,500				\$1,697,500
T/B PAYMENTS:	0				0
LUMP SUM:	0				0
<b>GRAND TOTAL</b>	<b>\$2,917,400</b>				<b>\$2,917,400</b>

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**Supports institution/agency and Board strategic plans:**

Goal 3, Objective 3.1 (ISU Strategic Plan 2012 – 2015)

*Advance health sciences research and health professions education throughout the state to increase the quality of patient care, the number of practicing health care professionals, and to promote clinical and translational research. (SBOE Strategic Plan: Goal 1, Objectives A-D; Goal 2, A, B; Goal 3, Objectives A-C)*

*3.1: Increase the number of students admitted to ISU's health professions programs, where capacity exists, to meet the healthcare workforce needs of Idaho.*

*Performance Measure:*

*Number of seats available in the undergraduate, graduate, and postgraduate health programs at ISU, where capacity exists (i.e., based on assessment of projected manpower needs, funding to increase number of clinical faculty, available clinical training sites, and size of the applicant pools.)*

**Description:**

*This initiative is to request ongoing faculty and staff salaries and operating funds as well as one-time startup costs to meet the needs for expansion of program offerings at the ISU Meridian Health Science Center (HSC). These positions will also provide needed support for the current programs, future degree-completion and doctoral programs. Two new outpatient clinics will be developed at the Meridian HSC that will serve citizens in the local area, and complement the existing clinics by providing expanded opportunities for inter-professional experiences for students and patients.*

*The programs planned for expansion are not currently available to students in the Treasure Valley. Expansion of our programs to our Meridian campus provides convenience to students who live in the western part of Idaho, and it allows them to capitalize on the clinical placements in the Treasure Valley without having to travel. Expansion on our Meridian campus also allows us to increase our patient base for our in-house clinics.*

*ISU has the only Bachelor of Science (BS) in Dental Hygiene (DH) program, the only Doctor of Physical Therapy (DPT) Program in Idaho, and the only MS program in Dental Hygiene in Idaho or neighboring states. The DH graduate program boasts the highest enrollment when compared to other graduate programs across the nation.*

*The DPT Program typically receives >250 applications for the 24-26 seats currently available each year on our Pocatello campus. This expansion to ISU-Meridian will allow us to admit between 48-50 students per year into the DPT program. The proposed expansion will add an additional 24 DPT seats and will therefore double the number of graduates within 3-4 years.*

*Initially, the DH enrollment will be redistributing the current enrollment of 30 BSDH students. Twelve (12) students will be on the ISU-Meridian campus and 18 students will be on the Pocatello campus. This redistribution of BS students will allow us to increase our graduate enrollment and allow us to implement a BS completion program on our*

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Pocatello campus. This provides opportunities for the Idaho Oral Health Institute by increasing faculty research and grantsmanship, which improves with a larger Dental Hygiene faculty.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

*Three faculty positions, two staff positions and group position funding are being requested to support the expansion of the BS Program in DH. Dental hygiene education requires classroom, laboratory and clinical instruction. Though the classroom instruction can be delivered through distance learning technology, the laboratory and clinical portion requires a significant number of hours of supervised instruction. Faculty to student ratios of 1:6 are used in all laboratory courses and 1:4 in all clinical courses as required by program accreditation standards. In addition to teaching, three of the requested faculty positions will have administrative responsibilities such as the Program Site Director, Clinic/Laboratory Coordination and Community and Inter-professional Care Coordination. These administrative roles are required to provide organization and management of the expanded program, provide increased support for finding and supervising inter-professional community rotations, and for managing and monitoring the dental hygiene services provided within the campus clinic. The group position funding will help support salaries for supervising dentists who are present during clinic sessions when patient care is provided and for clinical dental hygienists who assist with clinical and laboratory teaching.*

*One staff position is required to provide clerical support for the expanded program. The second staff position will serve as a Dental Reception Coordinator, and will be responsible for managing the clinic reception desk, patient appointments and financial accounts.*

*Four faculty positions, one support staff position, and adjunct salaries are being requested to support the expansion of the DPT Program. Physical therapy education requires a substantial number of hours of hands on instruction and practice. Faculty to student ratios of 1:12 are used in all laboratory courses to ensure the competence and safety of future graduates. Due to the specialization of faculty, multiple areas of clinical expertise (orthopedics, neurologic rehab, etc) are necessary onsite. In addition to the clinical areas of expertise, three of the requested faculty positions will serve administrative roles including the PT Assistant Program Director, Director of Clinical Education, and Clinic Director. These administrative roles are required to provide management of the expanded program, provide increased support for finding and supervising part-time and full-time student clinical affiliations and practicums, and for managing physical therapy service provision within one or more inter-professional clinics. The staff position is required to provide clerical support for the expanded program. The adjunct faculty salaries are required to provide instruction in highly specialized areas of clinical expertise that are not represented by the full time faculty.*

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2. What resources are necessary to implement this request?
- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

***Academic Faculty:***

Dental Hygiene Program Site Director 12 month, full-time, benefit eligible, hire January 2017, (salary: \$72,000 + benefits: \$25,969 = Total \$97,969)

Academic DH Faculty (Clinic/Laboratory Coordinator) 12 month, full-time, benefit eligible, hire July 2017, (salary: \$65,000 + benefits: \$24,533 = Total \$89,533)

Academic DH Faculty (Community and Interprofessional Care Coordinator) 12 month, full-time, benefit eligible, hire July 2017, (salary: \$65,000 + benefits: \$24,533 = \$89,533)

Assistant DPT Program Director 12 month, full-time, benefit eligible, hire January 2017 (salary: \$90,000 + benefits: \$29,661 = Total: \$119,661)

DPT Director of Clinical Education 10 month, full-time, benefit eligible, hire July 2017 (salary: \$70,000 + benefits: \$25,559 = Total: \$95,559)

DPT Academic Faculty 9 month, full-time, benefit eligible, hire August 2017 (salary: \$70,000 + benefits: \$25,559 = Total: \$95,559)

Adjunct Faculty hire as needed during each semester to address specialized content (salary: \$88,000 + benefits: \$18,051 = Total: \$106,051)

***Clinic Faculty/Staff:***

DH Clinic Receptionist Coordinator 12 month, full-time, benefit eligible, hire January 2018, (salary: \$26,083 + benefits: \$16,755 = Total \$42,838)

PT Clinic Director 9 month, full-time, benefit eligible, hire August 2018 (salary: \$65,000 + benefits: \$24,533 = Total: \$89,533)



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**Support Staff:**

*DH Administrative Assistant, AA1; 12 month, benefit eligible, Hire January 2017,  
(salary: \$26,083 + benefits: \$16,755 = Total \$42,838)*

*PT Administrative/Clinic Staff AA1; 12 month, benefit eligible, Hire January 2017  
(salary: \$26,083 + benefits: 16,755 = Total: \$42,838)*

**Total Ongoing Salaries and Benefits** **\$911,912**

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

*The current DH and PT faculty members will continue to assist in teaching the extended cohort using distance learning technology, online content, and onsite classes, clinics and laboratory sessions.*

- c. List any additional operating funds and capital items needed.

*An ongoing request for additional operating funds to support the expansion will cover faculty travel, communications and supplies.*

*The one-time capital outlay will be required during the first year to support supplying the new offices with essential items, purchasing computers and office equipment, and providing the furniture and lab equipment to support instruction in the expanded programs.*

**Ongoing Request for Operating Expenses**

Travel (7 faculty)	\$18,000
Communications	\$80,000
Supplies	<u>\$210,000</u>

**Grand Total Ongoing Request for Operating Expenses** **\$308,000**

**One-Time Request for Capital Outlay:**

*Dental Hygiene:*

PC and Printer (\$2,500/person; 5 people)	\$12,500
Computers for clinic stations and xray rooms (\$2,500/14 units (12 clinic units and 2 xray)	\$35,000
Office Furniture (desk, chairs, bookcases, filing cabinets) ( 4,000/person 5 people)	\$ 20,000
Lab Furniture and Supplies (desks/chairs, anatomical models)	\$100,000
Educational Technology	

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(distance learning equipment x 1)	\$90,000
Dental Hygiene Reception furniture	\$10,000
Dental Hygiene Clinic Equipment and Supplies	<u>\$270,000</u>

**Total One-time Request for DH Capital Outlay: \$537,500**

*Physical Therapy:*

PC and Printer (\$3,000/person; 5 people)	\$15,000
Office Furniture (desk, chairs, bookcases, filing cabinets) ( 4,000/person 5 people)	\$ 20,000
Lab Furniture and Supplies (treatment plinths/tables, exercise equipment, modalities, linens, desks/chairs, walking aids, anatomical models )	\$455,000
Educational Technology (distance learning equipment x 4)	\$360,000
Physical Therapy Clinic furniture	\$15,000
Physical Therapy Clinic Equipment and Supplies	<u>\$295,000</u>

**Total One-Time Request for PT Capital Outlay: \$1,160,000**

**=====  
Grand Total One-Time Request for Capital Outlay \$1,697,500**

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

*The **ongoing requests** include salaries and benefits of \$911,912 for 7 faculty and 3 staff positions with operating expenses of \$308,000 **totaling \$1,219,912.***

*The **one-time request** for capital will support the first year set up of the expansion with capital outlay of **\$1,697,500.** Student professional fees and revenue from clinics will cover ongoing equipment replacement during subsequent years.*

*The opportunities for increasing faculty research productivity and success in awarded grants improves with a larger faculty.*

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

*Idaho residents who are place bound in the Boise area yet seek a baccalaureate education to become a licensed dental hygienist benefit from this request. The ISU dental hygiene undergraduate program is the only program in the state that awards a Bachelor of Science degree in Dental Hygiene. We receive numerous annual inquires (approximately 20-25) from place bound students who want to*

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*pursue Dental Hygiene as a career, and want a Bachelor's Degree but are not able to relocate to Pocatello for the two-year duration of the program.*

*A proprietary school in the Treasure Valley offers an AAS dental hygiene education that is not regionally accredited and makes it difficult for students to articulate earned credits with regionally accredited state institutions for these graduates to earn a baccalaureate degree. Dental hygienists holding baccalaureate degrees have the education and ability to provide oral health care in alternative settings besides private dental settings. Also, baccalaureate prepared dental hygienists have the ability to develop and maintain inter-professional relationships with other health care providers to assure the provision of comprehensive health care.*

*Idaho residents who seek an education to become a licensed physical therapist benefit from this request since twice the number of seats in a DPT Program will become available within the state. The DPT Program typically receives >250 applications for the 24-26 seats available each year and the program expansion will allow admitting 48-50 students per year. The cost of an in-state, 3-year, graduate program is substantially less than out-of-state or private academic institutions. Increasing the number of seats in an Idaho PT Program will provide more opportunities for Idaho residents to receive the education they desire while reducing the student debt incurred through pursuing that education.*

*Idaho employers seeking to hire physical therapists will benefit because the number of graduating therapists within Idaho will double within 3-4 years. There is a tremendous need for PTs in the state due to the aging population (high consumer of PT services) and the increasing general population in the state. Physical therapy graduates tend to remain within the state in which they were educated, even if they were not state residents.*

*Idaho residents in need of PT services will benefit because there will likely be an increased number of licensed, practicing PTs in the state within 3-4 years of expanding the program.*

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

**Narrative Description of the Need for Physical Therapists in Idaho**

The projections for the next 10 years show that the available workforce in physical therapy will become increasingly inadequate, not only in Idaho, but also throughout the United States. Expanding the existing Doctor of Physical Therapy (DPT) Program addresses these needs by increasing the number of DPT graduates by up to 24 graduates per year. Supply of new clinicians in PT will not keep pace with increased

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demand, resulting in workforce shortages.[1] Nationwide, the existing academic programs do not currently have the capacity to offset the anticipated shortfall.[1] These forecasts suggest there is a great need to increase the class size of PTs who will graduate to enter the profession each year. The American Physical Therapy Association predicts there will be a shortfall of approximately 25,000 PTs nationwide by the year 2020,[1] and the US Bureau of Labor Statistics forecasts a 39% increase in available PT jobs nationally between 2010 and 2020.[2] Although some reports predict rural states like Idaho will be harder hit than coastal states,[1, 2] other PT employment projections expect the needs in most of the state of Idaho to be fairly consistent with national values, forecasting 34.7% PT job growth by 2020.[3] PT job growth in the southwest and east central regions of Idaho, however, is forecast to substantially exceed both national values and those of the rest of the state. It is estimated that in the future there will be 43 PT job openings annually in Idaho, the majority (27) of those are expected to be in the southwest region of the state.[4]

The increased demand for all health care providers will stem from multiple factors, but largely from the aging of the population, [3] which will increase the number of persons with chronic complex pathological conditions.[2] Additionally, there is an increased interest in preventive care and interventions, [3] which are services that may be provided by physical therapists. Advances in technology increase the survival rate of persons with severe birth defects and those who have sustained traumatic injuries and postoperative needs that require PT services.[2] Finally, the impact of the aging of the general population will also adversely impact the PT workforce as an ever-larger number of licensed, practicing therapists reach retirement age during the next 10 – 15 years.[6]

There is a concomitant demand for programs from the student viewpoint. The PT profession is ranked among the best jobs in the US, including a #8 (Best Job ranking by the US News & World Report for 2012), [7] and a listing as one of the 'hot jobs' in Idaho over both the short term and long term. Recent admissions numbers for the ISU Doctor of Physical Therapy (DPT) degree program reveal that, in each of the last two admissions cycles, the ISU DPT program received 200+ applications to fill the 24 – 26 seats available. Nearly 1/3 of those applications reviewed met the minimum requirements for program entry in each of those admissions cycles.

ISU has a history of delivering highly qualified PTs to the Idaho workforce; ISU has filled nearly 13% of all PT positions in Idaho since 1991, and 55% of ISU PT graduates remain in Idaho. About 18% of PTs in southwest Idaho are graduates of the ISU program, and 35% of ISU graduates reside in that region.

Recent Data from the Idaho Department of Labor [8] indicates high priorities in Idaho and nationally for PT graduates and practitioners. In summary; as of November 14, 2014 PT is among the top occupation vacancy rates in Idaho (OT is first); in Northern Idaho PT is 11th (Speech- Language Pathologists are 1st).[9] The need for PTs is well established and Idaho has the opportunity to meet that need by doubling the number of seats within the existing, accredited program.

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References

1. Carnevale, A., et al. Healthcare. 2012.
2. Physical Therapists. Occupational Outlook Handbook 2012 [cited 2012 July 9]; Available from: <http://www.bls.gov/ooh/healthcare/physical-therapists.htm>.
3. Idaho Career Information System - Occupations - Physical Therapists. 2012 [cited 2012 July 9]; Available from: <http://idcis.intocareers.org/info2.aspx?FileID=Occ&FileNum=100155&TopicNum=14>.
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7. The 25 Best Jobs - 2012. 2012 [cited 2012 July 9]; Available from: <http://money.usnews.com/careers/best-jobs/rankings/the-25-best-jobs>.
8. Quintero, J., Health Care Business Scan, 2010, Idaho Department of Labor: Boise, ID.
9. OCCUPATIONS IN DEMAND. Help Wanted Online Job Posting Data. NOVEMBER 2014. Idaho Department of Labor Communications & Research Division. Prepared by Janel/ Hyer and Ethan Mansfield

**Narrative Description of the Need for Dental Hygienists in Idaho**

One of the primary missions of the university is being the lead institution for education of health professionals. Dental Hygiene is a health profession and considered the lead dental hygiene program in the state and western region. The proposed expansion for the Dental Hygiene Bachelor of Science program is directly related to the university goals of 1) achieving academic excellence in undergraduate professional education; 2) increase the university's research profile; 3) advance health care education throughout the state; 4) prepare students to function in a global society; 5) focus institutional instructional expertise on community and societal needs. The Department of Dental Hygiene's mission and vision statements parallel the Division of Health Sciences role. Therefore, the proposed program expansion will not only serve the state of Idaho but also serve dental hygienists from other states.

The Idaho Department of Labor top 100 Hot Jobs show dental hygiene as the number four top jobs in the state. In the southwest region of Idaho, it is also the 29<sup>th</sup> fastest growing occupation out of 460 occupations listed. Ten year projections from the Bureau of Labor Statistics (BLS), estimate that employment of dental hygienists is projected to grow +33% from 2012 to 2022, much faster than the average for all occupations. (Bureau of Labor Statistics, U.S. Department of Labor, *Occupational Outlook Handbook, 2014-15 Edition*). The BLS further projects that the demand for oral health care will continue to grow as the baby-boom population ages and people keep more of their original teeth than previous generations did, coupled with the need to focus on

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preventive services. Therefore, settings that provide oral health care will increasingly employ dental hygienists to meet the demands.

In the “Recovery: Projections of Jobs and Education Requirements Through 2020,” report from the Center on Education and the Workforce at Georgetown University, the number of jobs in Dental Hygiene will increase to 194,330 with 41% earning a Bachelor’s degree. Idaho projections identified in this same report estimated a growth rate of 34% for Healthcare Professional and Technical occupation positions. This trend parallels reports that document the demand for health care providers with advanced education is increasing. Considering there are currently 332 entry-level dental hygiene programs, and only 28 programs that offer the Bachelor’s degree as the entry-level degree, the demand for this dental hygiene program will continue. National agencies have issued a call to create new pathways for dental hygienists with associate degree’s to obtain bachelor or master’s degrees to better prepare them for the future needs of the nation. Therefore, expanding the Dental Hygiene program to the Boise Metropolitan Service Area (MSA), the most populous region of Idaho will begin to address the needs for expansion of oral health care services in the area as indicated by government agency projections.

Recently, the National Governor’s Association released a report citing “lack of access to adequate oral health care services” as a growing issue, and detailed how dental hygienists can and have been used to expand care to increasingly underserved populations. ISU Dental Hygiene graduates continue to have a 100% percent employment rate following graduation. Due to the expanded curriculum, ISU Dental Hygiene graduates can be employed anywhere in the United States and International.

As the first dental hygiene program in Idaho (1963), the Department has a long and esteemed history of educating the state and regions dental hygienists and providing a leadership role in the ISU Division of Health Sciences. Dental hygiene students and faculty have made significant contributions in community outreach and oral health care services to underserved citizens in southeast Idaho and continue to serve them once becoming a licensed health care provider. Having a clinical center in the western portion of the state would afford the same outreach care to underserved citizens in that region.

This expansion should advance the state economy in the Treasure Valley by advancing the field of Dental Hygiene in the area, increasing oral health care services to underserved population groups, expanding interprofessional research opportunities through the Idaho Oral Health Institute and increasing the ability to provide new pathways for dental hygienists with associate degree’s to obtain bachelor or master’s degrees to better prepare them for the future needs of the state and nation. Currently, there are no bachelor degree programs in this part of the state; therefore, access to dental hygiene care for citizens, especially underserved consumers, will be improved. Program expansion to the Boise area provides an opportunity for interprofessional collaboration between dentistry and dental hygiene as well as to model an integrated educational approach incorporating oral, physical, and mental health care.

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**AGENCY: Idaho State University**  
 FUNCTION: Finance & Administration  
 ACTIVITY: Facilities Services

Agency No.: 510  
 Function No.: 03  
 Activity No.:

FY 2017 Request  
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 Original Submission X or  
 Revision No. \_\_\_\_

A: Decision Unit No: <b>12.04</b>		Title: <b>SMART Deferred Maintenance</b>			Priority Ranking 4 of 4
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	11.0				11.0
PERSONNEL COSTS:					
1. Salaries	\$342,300				\$342,300
2. Benefits	\$206,800				\$206,800
<b>TOTAL PERSONNEL COSTS:</b>	<b>\$549,100</b>				<b>\$549,100</b>
OPERATING EXPENDITURES by <b>summary object:</b>					
1. Materials & Supplies	\$1,000,000				\$1,000,000
2. Certifications & Training	\$6,900				\$6,900
<b>TOTAL OPERATING EXPENDITURES:</b>	<b>\$1,006,900</b>				<b>\$1,006,900</b>
CAPITAL OUTLAY by <b>summary object:</b>					
1. Capital Construction Projects	\$1,658,600				\$1,658,600
<b>TOTAL CAPITAL OUTLAY:</b>	<b>\$1,658,600</b>				<b>\$1,658,600</b>
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$3,214,600</b>				<b>\$3,214,600</b>

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

Idaho State University's real property consists of 85 facilities of over 4 million square feet with an average age of over 42 years, and a plant replacement value (PRV) of \$1.2 billion. Industry standards recommend spending 2% PRV annually to effectively maintain and operate facilities. This translates to \$24 million annually for ISU. Despite strong leadership support, historic practices and current fiscal realities have limited facility maintenance budgets to levels below the 2% PRV target, resulting in over \$352 million in deferred maintenance.

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Annual appropriations for deferred maintenance efforts provided through the ISU budget process and the Permanent Building Fund through the Division of Public Works averaged \$4.1 million for the period from FY12 through FY15. This includes both regular funding and one-time augmentations through special allocations from ISU Administration and State appropriations such as the \$3.75 million provided in FY14. These resources come in the form of construction project funds and are used to address specific backlog line items and emergency repairs.

With judicious oversight and prioritization of requirements, ISU continues to keep its facilities operational. However, chronic under-resourcing enables the continued growth of the deferred maintenance backlog. Additionally, system failures and simple exhaustion of infrastructure regularly result in unanticipated and expensive emergency outages and repairs that negatively impact educational opportunities and the learning environment for students.

The deferred maintenance backlog took decades to create and will take years to bring under control. Even if there were unlimited fiscal resources, simply throwing money at the problem each year will not solve it. ISU believes a new approach is required. This new approach must address both the current backlog and reduce the rate of backlog growth.

ISU proposes to move from a reactive maintenance system to a more proactive preventive maintenance system. ISU calls this new approach SMART: Special Maintenance and Repair Team. SMART will address the symptoms – the backlog – while also addressing the root cause with preventive maintenance. To enact this plan, a team will be put together consisting of skilled craftsmen and engineers who will proactively go through facilities on a scheduled basis to perform recurring routine building system maintenance, identify and correct emerging minor maintenance issues, and oversee major system overhauls by contractors. The efforts of this new dedicated deferred maintenance team will enhance efforts to address specific line items in the existing deferred maintenance backlog while also significantly reducing the rate of backlog growth.

2. What resources are necessary to implement this request?

Ongoing funding of \$3,214,628 is needed to gain control of, address, and ultimately reduce ISU's deferred maintenance backlog.

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Eleven (11) new FTE positions are required as outlined on the following chart:



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<b>SMART Team and Project Delivery</b>					
Position Title	Pay Grade	Status	Benefit Eligibility	Date of Hire	Terms of Service
Maintenance Foreman (2)	J	FT	Y	7-1-2016	FT
Electrician	I	FT	Y	7-1-2016	FT
Plumber	I	FT	Y	7-1-2016	FT
HVAC Specialist (3)	I	FT	Y	7-1-2016	FT
Painter	G	FT	Y	7-1-2016	FT
Carpenter	H	FT	Y	7-1-2016	FT
Project Manager	NC	FT	Y	7-1-2016	12-month
Architectural Drafter	G	FT	Y	7-1-2016	FT

All positions will be assigned to ISU's Pocatello campus except the three HVAC specialists will be split between Pocatello, Idaho Falls, and Meridian.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

All noted positions are new FTE's. Administrative management of the preventative maintenance team function is in place and funded. Administrative management of the project manager and drafter positions is in place and funded. Management span of control will remain within effective range.

- c. List any additional operating funds and capital items needed.

Operating expenses of \$1,006,900 will be used for materials and supplies for repairs, and for team member training and certifications.

The \$1,658,637 in ongoing capital outlay will be used to expand efforts to address ISU's existing deferred maintenance backlog.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

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\$3,214,628 in ongoing funding is needed to gain control of, address, and ultimately reduce ISU's deferred maintenance backlog.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The proposed SMART Deferred Maintenance approach and team will directly serve students, faculty, staff, and visitors across the entire spectrum of the ISU campus community by working to improve overall facility conditions and enhancing the educational learning environment. The team's efforts will address emerging maintenance issues in a focused approach to prevent expansion of the deferred maintenance backlog, reduce the overall backlog through prioritized repairs and system overhauls, and reduce costly system failures.

Failure to fund this initiative will result in continued growth of the deferred maintenance backlog, increased facility operations and maintenance expenses, and an increased frequency of disruptive system failures. The end result will be an ever decreasing quality of the education environment for students and faculty at an ever increasing cost.

Additional supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision is attached.

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**AGENCY: College & Universities**

Agency No.: 510

FY 2017 Request

FUNCTION: University of Idaho

Function No.: 04

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ACTIVITY:

Activity No.:

Original Submission X or

Revision No. \_\_\_

A: Decision Unit No: <b>12.01</b>		Title: Salary Competitiveness			Priority Ranking 1 of 6
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	3,519,800				\$3,519,800
2. Benefits	711,000				711,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$4,230,800				\$4,230,800
OPERATING EXPENDITURES by <b>summary object:</b>					
1. Travel					
2. Operating					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by <b>summary object:</b>					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	\$4,230,800				\$4,230,800

**Supports institution/agency and Board strategic plans:**

**SBOE GOAL 2: CRITICAL THINKING AND INNOVATION – Objective B: Quality Instruction**

“Increase student performance through the development, recruitment and retention of a diverse and highly qualified workforce of faculty and staff.”

**UI GOAL 4: COMMUNITY AND CULTURE – Objective A: Be a community committed to access and inclusion**

“Recruit and retain diverse faculty and staff.”

**UI GOAL 4: COMMUNITY AND CULTURE – Objective C: Be a community committed to productivity, sustainability, and innovation.**

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“Steward our financial assets, infrastructure and human resources to optimize performance.”

**Problem Statement:** The University of Idaho continues to face high turnover for both faculty (14%) and staff (18%) due to the inability to compete in terms of salary. In addition while we have just recently started tracking quantitative data on failed searches we believe anecdotally that our failure rate is increasing.

**Solution Statement:** A full state-funded 4% salary increase for faculty and staff in addition to the state-wide Change in Employee Compensation (CEC) process will allow the university to start closing the gap between our faculty salaries compared to our peers and our staff salaries compared to our regional competitors which will increase retention and search success rates and reduce recruitment and training costs.

**Performance Measures:**

- Maintain or slightly improve our salary comparison relative to peer institutions for faculty, the national higher education market and regional employment markets for exempt staff and regional markets for our classified staff.
  
- Reduce faculty and staff turnover thereby retaining excellence and reducing the upfront investment required for recruiting and training new employees.

**Discussion:**

The university appreciates the FY2015 and FY2016 investments in salaries made by the state through the annual Change in Employee Compensation (CEC) process; however with our Board-approved peer institutions continuing to average 3% to 4% in salary increases on an annual basis we are at best slowing down the growing gap between us and those whom we compete with for quality faculty and staff. In addition partially state-funded CEC measures have resulted in further tuition burden on our students.

Faculty salaries were 92.3% of peer average in FY08, as of FY14 they had dropped to 84.3% and as of FY15 they had dropped to 80.3%. As mentioned above peer institutions are raising their salaries an average of 3% to 4% per year so with the 2% CEC for FY15 and the 3% CEC for FY16 we are only slowing down the growing gap. As a result we continue to fail to recruit and retain quality faculty with faculty turnover currently at an estimated 14%.

The university is facing similar issues with respect to staff salaries. A regional market survey conducted two years ago put our staff salaries at 85% of the regional market and as our regional competitors for staff continue to increase salaries we have not made progress on closing this gap. As a result we saw staff turnover of 18% in 2014 and we continue to lose our best staff to Washington State University and local businesses, particularly in the areas of Information Technology and Human Resources where we are significantly lower than 85% of market.

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While this request is framed in terms of the University of Idaho, this is a statewide higher education issue. Our colleagues at Boise State, Idaho State and Lewis Clark State College are facing similar salary issues. The marketplace for faculty is a national marketplace – an individual receiving his or her Ph.D. from virtually any institution, is looking at a national job market for their faculty employment. If they can find similar employment, at a 20% to 30% improvement in salary compared to Idaho institutions, they will not be coming to Idaho. For established faculty who are building or have built successful careers in Idaho, there are comparable institutions across the nation that are actively seeking out the “best and brightest” to enhance their own educational and research initiatives.

All of this means that, for Idaho residents, their opportunity to receive their once-in-a-lifetime college education from the most effective and productive faculty is being diminished as we fail to attract or retain those individuals in Idaho institutions.

There is a similar impact for the state of Idaho with respect to our staff positions. This too is a national marketplace at the middle-manager to senior position levels. Institutions hiring for significant middle and higher management positions are almost always doing regional or national searches – and, once again, Idaho salaries are a barrier to finding the best, brightest and most effective of these individuals. Business has long recognized that paying the salary necessary to attract and retain the very best professionals, managers and staff often more than pays for itself in terms of creativity in problem solving and more efficient and effective ways to perform managerial functions as well as by reducing the cost of recruiting and training new employees. The impact of being significantly below market for these positions simply means that we will not be able to hire the skills and experience that we, as a state, need in order to be effective in the new education business functions of the 21<sup>st</sup> century.

Salary competitiveness is a long-term issue – not readily corrected in one year and easy to lose ground on if there is not an annual effort to address the salary costs of the changing marketplace.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

We are requesting state funding sufficient to provide a full state-funded 4% salary increase for all General Education faculty and staff. Cash funded programs and grants and contracts would provide their own funds to implement a corresponding 4% average increase in those non-General Education functions of the university

2. What resources are necessary to implement this request?

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- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.**

No new positions are required.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.**

No human resources will be redirected to this new effort. Existing operations will be impacted positively as we retain more employees thereby reducing hiring costs and increasing efficiency.

- c. List any additional operating funds and capital items needed.**

No additional operating funds or capital items are needed to implement this request.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

All requested funds are state General funds in order to avoid imposing additional tuition and fee increases on students in order to provide this necessary increase. As indicated above increases for salaries paid outside of the General Education budget would be funded by those non-General Education funding sources (cash funded programs, grants and contracts, etc.)

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This impacts all faculty and staff employed by the university either directly if paid on General Education funds or indirectly if paid on other funding sources. Expected impacts include increased retention, more successful recruitment of faculty and staff and long-term positive economic benefit to the state as we attract skilled employees from outside Idaho and retain those already here.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

This is an unfunded prior year request.

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**AGENCY: College & Universities**

Agency No.: 510

FY 2017 Request

FUNCTION: University of Idaho

Function No.: 04

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ACTIVITY:

Activity No.:

Original Submission X or

Revision No. \_\_\_

<b>Complete College Idaho: Intensive Advising</b>					
A: Decision Unit No: <b>12.02</b>	Title: <b>Complete College Idaho: Intensive Advising</b>			Priority Ranking 2 of 6	
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	9.0				9.0
PERSONNEL COSTS:					
1. Salaries	\$420,000				\$420,000
2. Benefits *	\$186,700				\$186,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$606,700				\$606,700
OPERATING EXPENDITURES by summary object:					
1. Travel	\$18,000				\$18,000
2. Operating	\$40,000				\$40,000
TOTAL OPERATING EXPENDITURES:	\$58,000				\$58,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation	\$49,500				\$49,500
TOTAL CAPITAL OUTLAY:	\$49,500				\$49,500
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$714,200</b>				<b>\$714,200</b>

**Supports institution/agency and Board strategic plans:**

**SBOE GOAL 1: A WELL EDUCATED CITIZENRY – Objective A: Access**

More advising resources will allow students considering dual enrollment to have access to professional advising. It will assist students considering the University of Idaho to make informed decisions regarding degree programs and enrollment

**SBOE GOAL 1: A WELL EDUCATED CITIZENRY – Objective B: Higher Level of Education Attainment**

A high level of intensive, professional advising is directly linked to higher retention and completion rates”

**SBOE GOAL 1: A WELL EDUCATED CITIZENRY – Objective C: Adult Learner Re-Integration**

Adult learners seeking to return to college are in particular need of advising as they seek to juggle career, family, and their educational goals.

**SBOE GOAL 3: EFFECTIVE AND EFFICIENT DELIVERY SYSTEMS – Objective A: Cost Effective and Fiscally Prudent**

Enhanced advising will result in students completing degree programs. The University of Idaho's move to 120 credits required for many degree programs was a first step. Careful program mapping that is facilitated with intensive advising will assist students in shortening their time to degree. This encourages students to continue in degree programs and increases completion rates.

**UI GOAL 4: COMMUNITY AND CULTURE – Objective A: Be a community committed to access and inclusion**

Intensive advising will aid in the recruitment and retention of all students, especially those from diverse backgrounds and first generation students.

**Problem Statement:** The University of Idaho must increase enrollment, retention, and completion rates.

**Solution Statement:** Intensive advising is a best practice for addressing all of the above problems.

**Performance Measures:**

- Increase enrollment by 3% per year
- Increase first to second year retention by 2%
- Increase degree completion rates by 4% in 5 years
- Increase dual enrollment by 10% in two years

**Discussion:**

The Complete College Idaho agenda (adapted from Complete College America) makes it clear that shortening time to degree is critically important. It increases completion rates, saves students money, and puts trained college graduates into the workforce earlier. Intensive advising is a critical component of a program designed to accomplish this. Student course scheduling and degree mapping demand that competent professionals advise students regarding course selection and sequence. These services are especially vital for first generation students (almost 40% of University of Idaho students) and for students from diverse backgrounds (the fastest growing segment of the University of Idaho student population.)



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The SBOE goal is to increase the number of students who participate in dual enrollment opportunities and to increase the number of dual enrollment credits generated in Idaho. An increase in the number of professional advisors at the University of Idaho will allow the institution to provide high school students with questions regarding dual enrollment access to pertinent advice.

There is abundant evidence that frequent and quality advising aids in retaining students. The SBOE goal is to achieve an 85% retention rate from first to second year. Additional advisors will help the University of Idaho reach and maintain this goal.

The State Board of Education goal of 26% of Idahoans holding a baccalaureate degree in the year 2020 requires high quality, high touch advising. This funding would enhance advising capabilities at the University of Idaho, especially for first and second year students—students who most utilize professional advisors and for whom excellent advising is often a deciding factor in the decision to persist at the University of Idaho.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

Nine additional FTE along with sufficient support and capital outlay funding are being requested to supplement the university's existing advising function. The state partially funded this request in FY2016 providing 8.0 FTE and \$557,100 in permanent funding.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Please see the supplemental spreadsheet for details regarding positions requested. All positions are full-time benefit eligible positions. Salaries listed are estimated based on preliminary job duty information. Final pay grades will be determined by the university's Human Resources department based on full position descriptions once positions are funded and approved. Hire dates are anticipated to be FY2017 but are dependent upon successful searches.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

No existing human resources will be redirected to this effort beyond what is being requested. The funding of this request will expand the existing advising capability of the university.

- c. List any additional operating funds and capital items needed.

No additional operating funds or capital items will be required beyond what is being requested.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds

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should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

This request is for State General Fund support only and does not include other funding sources.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The primary impact of this program will be on university students, most particularly first generation students who may need additional advising services in order to be successful. If this request is not funded the university will not be able to expand its intensive advising efforts which may result in fewer students successfully completing their college degree.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

This was a high priority request for the university in FY2016 and was partially funded.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: College & Universities**

Agency No.: 510

FY 2017 Request

FUNCTION: University of Idaho

Function No.: 04

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ACTIVITY:

Activity No.:

Original Submission X or

Revision No. \_\_\_

A: Decision Unit No: <b>12.03</b>		Title: <b>Employment Readiness Program</b>			Priority Ranking 3 of 6
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	6.0				6.0
PERSONNEL COSTS:					
1. Salaries	\$258,000				\$258,000
2. Benefits *	\$120,000				\$120,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$378,000				\$378,000
OPERATING EXPENDITURES by summary object:					
1. Travel	\$55,000				\$55,000
2. Operating	\$35,000				\$35,000
TOTAL OPERATING EXPENDITURES:	\$90,000				\$90,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation	\$33,000				\$33,000
TOTAL CAPITAL OUTLAY:	\$33,000				\$33,000
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	\$501,000				\$501,000

**Supports institution/agency and Board strategic plans:**

**SBOE GOAL 1: A WELL EDUCATED CITIZENRY – Objective B: Higher Level of Education Attainment**

Internship opportunities and job placement assistance will encourage potential students to enroll in and complete a University of Idaho degree program

**SBOE GOAL 1: A WELL EDUCATED CITIZENRY – Objective D: Transition**

The program would enhance the ability of students to “efficiently and effectively transition into the workforce”

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**SBOE GOAL 2: CRITICAL THINKING AND INNOVATION – Objective A: Critical Thinking, Innovation and Creativity**

A robust internship program would allow students to engage in real work experiences that would provide an opportunity for them to apply critical thinking skills, innovation, and creativity to the workplace.

**UI GOAL 1: TEACHING AND LEARNING – Objective B: Develop integrative learning activities than span students’ entire university experience**

Internship programs and resume building activities will span the students’ entire university experience.

**UI GOAL 2: OUTREACH AND ENGAGEMENT – Objective B: Strengthen and expand mutually beneficial partnerships with stakeholders in Idaho and beyond**

The internship and career placement activities will increase opportunities for faculty and students to develop new partnerships and increase experiential learning opportunities.

**UI GOAL 4: COMMUNITY AND CULTURE – Objective A: Be a community committed to access and inclusion**

The internship and career planning activities will enhance access through encouraging enrollment, retention, and completion.

**Problem Statement:** While some disciplines (Education, Business, and Engineering) have well-established internship programs, in other academic areas this is not the case. The University of Idaho’s current de-centralized career planning and internship activities do not allow the institution to maximize its relationship with Idaho and regional businesses to provide internship opportunities and career planning and placement services across the entire student body.

**Solution Statement:** Students completing degree programs must be “job ready.” An enhanced internship program and more intensive career planning and placement services will benefit students. Assisting students to map their course work, co-curricular activities, and internships to actual work qualifications will contribute to completion rates and job placement.

**Performance Measures:**

- 50% of all University of Idaho Students will participate in an internship experience
- Students from an additional 20% of academic programs will have an internship experience
- Expand the number of Idaho companies with University of Idaho interns by 20%
- Learning outcomes established for all University of Idaho internships
- Resume building available for all first year students
- Capstone courses include resume building for all University of Idaho students

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**Discussion:**

This request seeks funds to complete the aggressive career planning and placement program funded last year. The program includes restructuring of career services delivery to specific colleges and majors, closer alignment of academic majors to career options, as well as robust and coordinated internship programs.

The University of Idaho has launched an employment readiness program that begins in the first year of the students' experience. Students in the required first year general education course create a baseline resume. Career counselors then help students to map their coursework and other experiences to competencies that potential employers can clearly identify from student resumes. This requires intensive counseling/advising as each individual student has unique course and applied experiences.

University of Idaho students at the three regional centers—Idaho Falls, Coeur d'Alene, and Boise—require career services as well. Since these regional center locations are areas of population and business density, employment professionals in the centers are a vital component. Last year's funding created a new position in Boise. Additional funding will do the same in Idaho Falls and Coeur d'Alene and increase the career development liaison positions in Moscow to allow for a dedicated career development liaison for each college.

The State Board of Education has set a goal of 30% of students participating in an internship. This goal recognizes the high impact internships have in terms of career readiness. A successful internship program requires strong relationships with businesses in order to identify and facilitate the internship experience. Counselors are needed to match students with identified internship possibilities; help faculty, students and employers identify and monitor internship learning outcomes; and to convey University and employer expectations to students.

The University of Idaho internship program will foster career readiness. At the same time it will contribute to the state's economic development goals. First, qualified interns add value to businesses. Second, a successful internship often results in full-time employment for students which is also an economic benefit to the state.

Parents and students considering the costs of higher education are calculating return on investment. A fully developed employment readiness program will create a strong incentive for university enrollment and degree completion.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

Six additional FTE along with sufficient support and capital outlay funding are being requested to supplement the university's existing Employment Readiness function. The state partially funded this request in FY2016 providing 6.0 FTE and \$506,400 in permanent funding along with \$12,000 in one-time funding for capital outlay.

2. What resources are necessary to implement this request?

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- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Please see the supplemental spreadsheet for details regarding positions requested. All positions are full-time benefit eligible positions. Salaries listed are estimated based on preliminary job duty information. Final pay grades will be determined by the university's Human Resources department based on full position descriptions once positions are funded and approved. Hire dates are anticipated to be FY2017 but are dependent upon successful searches.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

No existing human resources will be redirected to this effort beyond what is being requested. The funding of this request will expand the existing Employment Readiness program.

- c. List any additional operating funds and capital items needed.

No additional operating funds or capital items will be required beyond what is being requested.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

This request is for State General Fund support only and does not include other funding sources.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The Employment Readiness program's initial impact is on university students by increasing completion rates and employment success. This program also positively impacts businesses by providing interns and better prepared employees.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

This was a high priority request for the university in FY2016 and was partially funded.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: College & Universities**

Agency No.: 510

FY 2017 Request

FUNCTION: University of Idaho

Function No.: 04

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ACTIVITY:

Activity No.:

Original Submission X or

Revision No. \_\_\_\_

A: Decision Unit No: <b>12.05</b>		Title: <b>Rental Costs – Idaho Law and Justice Learning Center (ILJLC)</b>			Priority Ranking 5 of 6
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
<b>TOTAL PERSONNEL COSTS:</b>					
<b>OPERATING EXPENDITURES by summary object:</b>					
1. Rent	\$247,800				\$247,800
<b>TOTAL OPERATING EXPENDITURES:</b>	\$247,800				\$247,800
<b>CAPITAL OUTLAY by summary object:</b>					
1. PC and workstation					
<b>TOTAL CAPITAL OUTLAY:</b>					
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	\$247,800				\$247,800

**Supports institution/agency and Board strategic plans:**

**SBOE GOAL 1: A WELL EDUCATED CITIZENRY - Objective A: Access**

Occupancy of the old Ada County Courthouse by the Idaho Law and Justice Learning Center (a joint undertaking of the Idaho Supreme Court and the University of Idaho through its College of Law) will provide increased access to learning and education about the laws and regulations that affect the citizens of Idaho.

**Performance Measure:** Access for place-bound students

The Idaho Law and Justice Learning Center (ILJLC) will provide a unique opportunity for more citizens of Idaho to gain access to both civics education as well as the opportunity to earn a JD degree.

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**Description:** The Idaho Law and Justice Learning Center (ILJLC) is a joint undertaking of the Idaho Supreme Court and the University of Idaho College of Law designed to link the public and judicial education operations of the Idaho Supreme Court, the Idaho State Law Library and the College of Law into one unified law and justice learning center in Boise. The ILJLC will be occupied and used by the parties for the following purposes:

- outreach and engagement with the general public regarding;
- the operation and management of the State Law Library;
- the delivery of judicial education by the Idaho Supreme Court; and
- the delivery by the College of Law of course offerings in Boise (currently consisting of a second and third year curriculum) through the Law School's Boise program.

The unique location of the ILJLC will permit the delivery of these efforts from a location in the heart of Idaho government – a place where laws are formulated, enacted, enforced and interpreted by the various branches of government. The ILJLC will be an important link to the citizens of Idaho by providing opportunities for law students and the citizens generally to learn about the legal history and the theoretical and practical aspects of citizenship, including the rights and duties of citizens with respect to each other and to the government.

The rental costs for the ILJLC have been set by the Idaho Department of Administration at \$337,800/year as detailed in the attached draft Memorandum of Understanding and Capitol Annex Information sheet.

**SBOE GOAL 2: CRITICAL THINKING AND INNOVATION - Objective A: Critical Thinking, Innovation and Creativity**

The cooperative nature and undertakings of the ILJLC will provide an environment for the development of new ideas, and practical and theoretical knowledge regarding the law to foster the development of individuals who are entrepreneurial, broadminded, think critically, and are creative in ways that will benefit society.

**Performance Measures:** Partnerships with private industry and area institutions.

**Description:** The ILJLC will allow the College of Law to better coordinate its various economic development activities with area businesses and educational institutions. Currently, the College has a concurrent degree program with Boise State University (the JD/Masters of Accountancy – Taxation), and is in the process of approving a concurrent degree program with BSU for a JD/MBA program. In addition to these in depth concurrent degree programs that will be supported by the ILJLC, the College continues to engage with area agencies and businesses through its three clinical offerings that include the Small Business Legal Clinic (offering assistance to small and start-up businesses, the Economic Development Clinic (offering assistance to local governments in encouraging economic development in their localities), and the grant-funded Low Income Taxpayer Clinic (assisting individuals with taxpayer issues with the IRS).



**SBOE GOAL 2: CRITICAL THINKING AND INNOVATION - Objective B: Quality Instruction**

The ILJLC will increase student performance through the development, recruitment, and retention of a diverse and highly qualified workforce of faculty and staff.

**Performance Measures:** Increase in contact hours between the ILJLC and their respective target and outreach audiences.

**Description:** The ILJLC will be a center for the delivery of high-quality educational programs for the judiciary, the practicing bar, law students, college students from other institutions, civic organizations, high school students, and the public generally. In addition, the ILJLC will utilize the statewide video delivery system of the Idaho Supreme Court and the University of Idaho to better deliver programs in continuing legal education, with outreach to citizens generally and the practicing bar, resulting in high quality, cost-effective educational programming throughout the State of Idaho as part of their joint outreach and engagement activities.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The amount requested is for rental costs in the remodeled Courthouse building located on the Capitol Mall. Total rent for the facility is estimated at \$337,800; \$90,000 will be covered by the Idaho Supreme Court and the remaining \$247,800 is being requested here to cover the University of Idaho portion. The legislature provided partial one-time funding for FY2016 and this request is to transition to full permanent funding.

2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
  - c. List any additional operating funds and capital items needed.

All necessary resources have been funded to allow occupancy of the ILJLC. Note that tenant improvements to the building in the amount of approximately \$1.6 million will be funded by the University through private funds that have been secured.

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3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

This request is for on-going State General funds.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The primary beneficiaries of this request will be the students of the College of Law who will be provided a focused opportunity to study law in a location near the seat of government in Idaho. As noted above, additional beneficiaries will include the judiciary, the practicing bar, college students from other institutions, civic organizations, high school students, and the public generally by reason of the various credit, professional, and outreach instruction to be delivered from the ILJLC.

If the request is not funded, then operating funds from existing and planned educational and outreach programs would need to be utilized to fund the occupancy costs for the building. This would negatively impact the planned programming at the ILJLC and could delay or eliminate some of the efforts.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

As mentioned above this request was partially funded on a one-time basis for FY2016.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: College & Universities**

Agency No.: 510

FY 2017 Request

FUNCTION: University of Idaho

Function No.: 04

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ACTIVITY:

Activity No.:

Original Submission X or  
Revision No. \_\_\_\_

A: Decision Unit No: <b>12.06</b>		Title: Network Infrastructure			Priority Ranking 6 of 6
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits *					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Network infrastructure upgrades	\$500,000				\$500,000
TOTAL OPERATING EXPENDITURES:	\$500,000				\$500,000
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:	\$0				
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$500,000</b>				<b>\$500,000</b>

**Supports institution/agency and Board strategic plans:**

**SBOE Goal 3, Objective A**

**UI Goal 1, Objectives A & B; UI Goal 2 Objectives A & B; UI Goal 3 Objectives A & B UI Goal 4 Objective C**

A robust network infrastructure is required to provide effective and efficient delivery systems and to increase productivity and cost-effectiveness while also enabling collaboration, communication and the sharing of information across the state and across the world. Network infrastructure provides the backbone for activities that will lead to the achievement of performance metrics across many State Board of Education and University of Idaho strategic goals.

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**Problem Statement:** Funding for network infrastructure and Internet connectivity has not kept pace with the needs to scale for increased usage, meet new needs and continually refresh equipment.

**Solution Statement:** Combining \$500,000 annually with currently budgeted funds, and utilizing existing personnel better through newly implemented tools, UI can fill current gaps in its network infrastructure, replace equipment on a supportable schedule and scale to meet current and future needs.

**Metrics to Measure Success:**

- 90% of Moscow campus building attached to the campus network at speeds of 1 Gbps or more by 2018 (currently 77%).
- Double the number of buildings currently connected to the campus core network at 10 Gbps by 2018 (currently 8) and double again by 2020.
- 90% of non-Moscow building attached to the campus network at speeds of 1 Gbps or more by 2018 (currently 61%).
- Upgrade UI's connection to IRON to 100 Gbps by 2019 (currently 10 Gbps).
- Upgrade Moscow residential facilities to complete wireless coverage by 2018.
- Provide redundant internet connections at five non-Moscow locations by 2018 (currently 0).
- Replace all Moscow campus multimode fiber with single mode fiber by 2019.
- Increase available Internet bandwidth by at least 10% annually (currently done as resources are available).
- Annual measurement: 90% or more of statewide network equipment replaced before vendor-provided end-of-life dates.
- Annual measurement: Accommodate current levels of wireless service for projected student increases
- Annual measurement: Accommodate the continued growth in wireless devices attaching to the network (currently doubling every two years)
- Additional metrics will be developed, measured and reported upon funding.

**Description:**

The University of Idaho's statewide data network allows for teaching, learning, research and collaboration across the state, region and the world. Through internal work and its leadership in the Idaho Regional Optical Network (IRON), UI has enabled collaboration and access across many of its locations and has provided availability to computing and data storage resources at the Idaho National Laboratory.

In order to remain competitive, it is critical that UI locations across the state be reliably connected to each other and to the external resources needed for success. UI last conducted a significant upgrade to its network infrastructure in the late 1990's. Incremental improvements in core infrastructure, equipment replacements and the introduction of a wireless network have helped UI meet basic networking needs in the

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last decade but the increased reliance on the network, the emergence of wireless, security challenges, requirements for connectivity across the state and the needs of big data research all require a redesign and reimplementation of our wired and wireless networks as well as the funding to continue to provide updated technology to meet demands. UI currently invests approximately \$1.245M annually in the operation and support of its network but this number is not sufficient to maintain the necessary scale of the network.

The UI network is extensive. A total of 185 buildings in 14 different locations across Idaho are connected by UI managed network equipment and IRON. On the Moscow campus alone there are 154 buildings connected to the network and new construction and renovations continue to increase the required amount of network equipment. With operations in 42 of 44 Idaho counties, there are existing connectivity needs that are not yet being met, many dealing with the vital research conducted by UI. It is also critical to continue to increase the speed at which locations connect to the Moscow campus and resources on the Internet. Six of the 13 non-Moscow locations connect at less than 1 Gbps speeds, which in the near future will not be acceptable for the work being done at those locations. It will also soon be necessary to connect researchers to computing resources beyond those at INL and network upgrades will be required to connect at speeds of 100 Gbps, the standard for big data research.

Through tools and standardization, UI's network team of 6 FTE manages 1865 network devices across the 14 locations, including 1135 wireless access points. The growth in wireless usage is tremendous – in the Fall 2011 semester a peak of 2988 concurrent wireless devices connected to the University of Idaho network. In the Spring 2015 semester, the concurrent peak reached 7901 devices – a 164% increase. During the first 10 days of the Spring 2015 semester, 14,972 unique wireless devices connected to the network. Students, faculty and staff require high speed wireless coverage for academics and research and reliable, robust connectivity will require continued growth in the number of network devices and the regular upgrading of those devices. With an average life span of 5-7 years on network devices, additional funding is required to ensure that UI can continue to operate the network at the required level of quality.

The growth in utilization of the network has seen a corresponding increase in Internet bandwidth use, from 440Mb to 2290 Mb in four years – a 420% increase. Tools are used to meter bandwidth use, but new uses will continue to fuel the need for additional bandwidth. Bandwidth is used to move dig data between researchers, to accommodate telephone, email and video communications, to enable administrative and academic work and for the myriad of other ways that people utilize the Internet.

The requested annual funds will allow the current team to manage and expand the network in its reach, its speed, its reliability and its security. Over 20 different projects have been identified that will benefit the entire University community.

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**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The request is for \$500,000 annually to be added to base funding for the support of the maintenance and upgrades to the network infrastructure that supports the statewide operations of the University of Idaho. Funds will be utilized to provide for the maintenance and expansion of network resources to accommodate continued demand for wireless connectivity, growth in Internet use, the growing importance of bid data, the ability to utilize cloud services and the necessity of collaborating across the state, the country and the world.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

No new positions are required. The existing network team is appropriately staffed to implement the technology that would be purchased through the request.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

The reoccurring nature of these funds will allow existing human resources to operate more effectively through automated monitoring, service adjustments and security improvements. Existing operations will be improved significantly through the regular implementation of improved technology.

- c. List any additional operating funds and capital items needed.

Besides the requested \$500,000 annually, no additional operating funds or capital funds are being requested.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

The request is for \$500,000 annually. The University will continue to pursue outside funding for augmentation of services (like the \$445,000 NSF grant in FY 2014) and to support specific research projects.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The University's statewide network infrastructure serves students, faculty, staff, researchers, collaborators, affiliates, guests and other constituents on a daily basis.

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All people that utilize computing resources affiliated with the University rely on the network to complete academic, research and administrative functions.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: Lewis-Clark State College**

Agency No.: 511

FY 2017 Request

FUNCTION: General Education

Function No.:

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ACTIVITY: Complete College Idaho

Activity No.:

Original Submission X or

Revision No. \_\_\_\_

A: Decision Unit No: <b>12.02</b>		Title: <b>Complete College Idaho</b>			Priority Ranking 2 of 4
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	9.00				9.0
PERSONNEL COSTS:					
1. Salaries	\$499,100				\$499,100
2. Benefits	204,400				204,400
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$703,500				\$703,500
OPERATING EXPENDITURES by <b>summary object:</b>					
1. Travel	\$9,000				\$9,000
2. Operating Expense	55,000				55,000
TOTAL OPERATING EXPENDITURES:	\$64,000				\$64,000
CAPITAL OUTLAY by <b>summary object:</b>					
1. PC/workstations (9)	\$27,000				\$27,000
TOTAL CAPITAL OUTLAY:	\$27,000				\$27,000
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$794,500</b>				<b>\$794,500</b>

**Supports institution/agency and Board strategic plans:** This request supports State Board Goal 1 (Well Educated Citizenry), Objective A (Provide opportunities for individual advancement), Objective B (Adult Learning Re-Integration), and Objective C (Higher Level of Educational Attainment) by providing highly qualified faculty to deliver high-demand programming and advisors to support student retention. It also supports Goal 3 (Effective and Efficient Educational System), Objective B (Alignment and Coordination) by supporting the transfer of community college students into LCSC's 4-year programs. LCSC Strategic Plan Goal 1 (Sustain and enhance excellence in teaching and learning) and Goal 2 (Optimize student enrollment and promote student success) are also supported.

**Description:** The nine (9) positions sought in this line item request directly support Academic and Student Affairs, the strategic initiatives of Lewis-Clark State College, and attainment of the State Board of Education's Complete College Idaho initiative and strategic plan goals. Several of these FY17 requests are those unfunded in the FY16

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budgeting cycle. A request for faculty/ staff retention dollars will allow us to hire the most qualified faculty and staff, reduce turnover, and address salary compression.

In the last two budget cycles, Lewis-Clark State has requested funding to meet instructional needs primarily in the general education core areas, which serves both academic and professional-technical students across programs. This year's request focuses on high-performing, high-demand programs identified through the program prioritization initiative, on advising personnel necessary to ensure retention of students, and on retaining quality faculty and staff through salary augmentation.

- **Priority 1.** 1.0 FTE Veterans' Advisor: Currently the college's Veterans' Services consist of educational benefits processing, managed by a staff member who also coordinates the college's scholarship program. By adding a Veterans' Advisor position, and in anticipation of increased numbers of veterans and active-duty personnel accessing educational benefits, the college will be able to provide additional educational support, including specialized PTSD-related counseling, to these students. Total cost of the position including salary, benefits, OE, and CO is \$67,500.
- **Priority 2.** 1.0 FTE Assistant Professor, Kinesiology: This is a high growth, high demand program with a limited adjunct pool. All Kinesiology faculty are working overload to accommodate current student enrollment; there are no resources to fully implement the recently approved Exercise Science program. Total cost of salary, benefits, O.E. and C.O. is \$105,600.
- **Priority 3.** Faculty Retention Dollars: To retain a highly qualified faculty and staff workforce, the ability to address compression issues is critical. Total cost of salary and benefit is \$72,400.
- **Priority 4.** 1.0 FTE Assistant Professor, Business: This is a high growth program with an all online option. Many Business faculty are working overload to accommodate current student enrollment. Total cost of salary, benefits, O.E. and C.O. is \$105,600.
- **Priority 5.** Bilingual Advisor/ Recruiter: The State of Idaho has seen an increase in its Hispanic population and census data suggest that an increasing number of students whose families primarily speak Spanish will be remaining in Idaho to seek post-secondary opportunities. A recruiter/advisor who is fluent in Spanish will enable LCSC to facilitate access to post-secondary education for these students and their families. Total cost of the position including salary, benefits, OE, and CO is \$72,100.
- **Priority 6.** 1.0 FTE Online Instructor, Interdisciplinary Programs: There is high demand for growth in the online interdisciplinary options. No faculty are currently dedicated solely to online instruction. Total cost of salary, benefits, O.E. and C.O. is \$74,600.
- **Priority 7.** 1.0 FTE Humanities/Languages Assistant Professor: There is increasing demand for growth in the Spanish language program, as a stand-alone major and as a complement to existing professional programs such as nursing and business. Total cost of salary, benefits, O.E. and C.O. is \$74,100.

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- **Priority 8.** 1.0 FTE Assistant Professor, Kinesiology: This is a high growth, high demand program with a limited adjunct pool. All Kinesiology faculty are working overload to accommodate current student enrollment; there are currently no resources to fully implement the recently approved Exercise Science program. Total cost of salary, benefits, O.E. and C.O. is \$85,100.
- **Priority 9.** 1.0 FTE Online Instructor, Interdisciplinary Programs: There is high demand for growth in the online interdisciplinary options. There are currently no faculty dedicated solely to online instruction. Total cost of salary, benefits, O.E. and C.O. is \$74,600.
- **Priority 10.** 1.0 FTE Program Advisor: Provides additional advising support for high enrollment programs and enhances student retention initiatives. Total cost of salary, benefits, O.E. and C.O. is \$62,900.

**Questions:**

1. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Positions are as detailed and prioritized above. All positions are 1.0 FTE, benefit-eligible positions, with anticipated hire date of August 2017. Faculty teach 24/30 credit hours/year, and engage in advising, scholarship, service and other duties as assigned by division chairs.
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

None.
  - c. List any additional operating funds and capital items needed.

Operating funds include \$55,000 for instructional materials and direct program support expenses, and \$9,000 total requested travel expenses for the advisor positions.

Capital Outlay includes \$27,000 for one desktop/laptop computer and office set-up for the nine requested positions.
2. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

With the exception of Capital Outlay, the request is for ongoing State General Funds.
3. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Key high-demand programs will be served by the requested faculty positions. To sustain an upward trajectory in enrollment and meet the demand for online programming, there is need for additional full-time faculty in targeted programs such as Kinesiology, Business, and Interdisciplinary Studies.

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If the request for the faculty lines is not funded, we will seek out qualified adjuncts when possible. In some program areas such as Kinesiology, adjuncts are in limited supply. Should sufficiently qualified adjunct faculty not be available, program enrollments will be limited.

Current veterans and military personnel (n = 125) will be served by the Veterans' Advisor position as will increased numbers of veterans and military personnel who are forecasted to seek post-secondary opportunities within the State of Idaho. These students will have better access and better completion rates with proper support.

A significantly increasing sector of Idaho's college-bound, college-age population will be served by the Bilingual Recruiter/Advisor and LCSC stands to increase enrollments by 30 to 50 students with the addition of this position.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: Lewis-Clark State College**  
 FUNCTION: General Education  
 ACTIVITY: Campus Safety, Security,  
 and Compliance

Agency No.: 511  
 Function No.:  
 Activity No.:

FY 2017 Request  
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A: Decision Unit No: <b>12.03</b>		Title: Safety, Security and Compliance			Priority Ranking 3 of 4
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	4.25				4.25
PERSONNEL COSTS:					
1. Salaries	\$137,100				\$137,100
2. Benefits	76,800				76,800
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$213,900				\$213,900
OPERATING EXPENDITURES by summary object:					
1. Operating Expense	\$30,000				\$30,000
TOTAL OPERATING EXPENDITURES:	\$30,000				\$30,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation (4)	\$12,000				\$12,000
2. Security cameras/equipment	58,000				58,000
3. Security vehicles and radios	40,000				40,000
TOTAL CAPITAL OUTLAY:	\$110,000				\$110,000
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$353,900</b>				<b>\$353,900</b>

**Supports institution/agency and Board strategic plans:** This request supports State Board of Education Strategic Plan Goal 1 (“A Well Educated Citizenry”), Objective A: (“Access”) by providing a teaching, learning, and working environment which is safe, secure, and compliant with SBOE, state, and federal policies, laws, and regulations. [Note: the Board has not, to date, established Performance Measures related to campus safety and security within its current strategic plan; nevertheless safety and statutory/regulatory compliance are priorities for state and federal policy makers.]

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **Answer:** this request consolidates the College’s highest priority requirements to improve campus security and safety

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and to ensure compliance with Title IX and other federal regulations which have expanded significantly as schools and universities have become a target for violence and domestic terrorism incidents. The nine components of this request (total of \$353,900), in priority order, are the following:

- **Priority 1.** Addition of a full-time security officer. Total cost of salary, benefits, O.E. (including training), and C.O. is \$53,400. LCSC currently has one security director and three security officers (supported by General Fund) to cover 24/7/365 patrol and response to situations which occur on the main campus and the College's downtown facilities.
- **Priority 2.** Increase funding for LCSC's .75 FTE (three-quarter time) Internal Auditor to full-time (addition of .25 FTE funding). This position was established as a result of a State Board mandate, and internal funds were reallocated to support the function on a half-time basis. The current staffing level is inadequate to ensure oversight of College departments' compliance with state and federal policies and regulations, verify proper internal controls over funds and resources, and adherence to sound accounting/business practices. Total cost of an extra .25 FTE is \$19,800.
- **Priority 3.** Hire a full-time Title IX Compliance Coordinator (1.0 FTE) for total cost of \$71,100 (including salary, benefits, O.E., and C.O). This area requires a dedicated, trained staff member to ensure compliance, develop/implement training, and submit required reports on Title IX (and related) issues affecting students and employees (e.g., responding to "Dear Colleague" letters and other federal mandates). The current approach (assigning these high-visibility tasks as extra duties to other full-time staff members) is neither viable nor sustainable.
- **Priority 4.** Deploy additional surveillance camera systems (with associated licenses and data storage capacity) at key external and internal sites. LCSC has self-funded a small number of indoor cameras and currently has negligible coverage of outdoor areas. These systems will be linked with Lewiston Police Department surveillance systems in the event of an emergency or crime incident requiring police response. Total cost for twenty camera systems is \$20,000.
- **Priority 5.** Fund student/employee automated emergency notification system—total ongoing cost of \$7,000 per year. LCSC has recently tested and deployed an automated notification system which sends emails, phone, and text messages to all students, employees, and local area first responders within minutes. The system has been funded on a stop-gap basis using student fees and reserves. This request would put a rapid, flexible, and sustainable capability in place.
- **Priority 6.** Add 10 additional electronic door access (programmable swipe card entry) systems at key campus locations—total cost of \$40,000 (one time). This request would leverage LCSC's internally-funded efforts to replace mechanical key entry systems at critical facilities. This capability results in significant improvements to the institution's ability to monitor entry and exit at all hours, to rapidly reprogram access for specific individuals and facilities/rooms, and to avoid the problems associated with loss or theft of mechanical keys.
- **Priority 7.** Add an Industrial Hygienist (responsible for coordination of hazardous materials tracking, storage, and disposal) to the LCSC staff—1.0 FTE for total cost of \$59,200. This function cannot be adequately performed at the

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current time on an “extra duty” basis by instructional staff and Physical Plant personnel.

- **Priority 8.** Funding for a second, additional Security Officer (complementing the request in Priority 1, above). Total cost for this 1.0 FTE addition is estimated at \$43,400 (less than the cost of the first position, since some equipment and training costs would be shared). This position would enable five Security Officers to rotate among three shifts, to ensure 24/7/365 coverage of the campus and limited backup capability.
- **Priority 9.** One-time funding of \$40,000 to secure an additional shuttle vehicle for Security to respond to off-campus incidents and provide evening shuttle support to students traveling late at night to/from the College’s downtown facilities; acquisition of an electric cart to increase on- and near-campus incident mobility and reduce response times and transport mobility-challenged individuals; and upgrade of Security Department radio sets.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
- c. List any additional operating funds and capital items needed.

**Answer:** These areas were addressed in the answer to Question #1. Also see the accompanying matrix, which provides in spreadsheet format the details on each of the nine components of this request, including salary, benefits, O.E., and C.O. needs.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

**Answer:** All components of the request except Priority #4 (surveillance cameras), Priority #6 (electronic access swipe card entry upgrades), and Priority #9 (Security vehicles and radio upgrades) are ongoing. See attached matrix.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

**Answer:** This request serves all students, staff, and visitors to LCSC’s campus and off-campus facilities. Funding of this request will improve the College’s ability to deter incidents, respond to emergencies, and mitigate injuries, loss of life, and damage to state property and resources.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY:** Lewis-Clark State College  
**FUNCTION:** General Education  
**ACTIVITY:** Facility Maintenance

Agency No.: 511  
 Function No.:  
 Activity No.:

FY 2017 Request  
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A: Decision Unit No: <b>12.04</b>		Title: Maintenance and Custodial Support			Priority Ranking 4 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	6.00				6.00
PERSONNEL COSTS:					
1. Salaries	\$163,000				\$163,000
2. Benefits	102,700				102,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$265,700				\$265,700
OPERATING EXPENDITURES by summary object:					
1. Operating Expense	\$3,000				\$3,000
TOTAL OPERATING EXPENDITURES:	\$3,000				\$3,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation	\$3,000				\$3,000
2. Tools and equipment	8,000				8,000
TOTAL CAPITAL OUTLAY:	\$11,000				\$11,000
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$279,700</b>				<b>\$279,700</b>

**Supports institution/agency and Board strategic plans:** This request supports State Board of Education Strategic Plan Goal 1 (“A Well Educated Citizenry”), Objective A: (“Access”) by providing a teaching, learning, and working environment which is safe, secure, and compliant with SBOE, state, and federal policies, laws, and regulations. [Note: the Board has not, to date, established Performance Measures related to campus safety and security within its current strategic plan; nevertheless safety and statutory/regulatory compliance are priorities for state and federal policy makers.]

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **Answer:** This request addresses long-time under-staffing of maintenance and custodial personnel at LCSC. The requested support will improve the College’s ability to protect and maintain its

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physical infrastructure in good working order, address deferred maintenance needs, and provide a safe/clean learning and working environment for students and staff. The six components of this request (total request is for \$279,700), in priority order, are the following:

- **Priority 1.** Addition of an electrician (1.0 FTE, employed year-round). Currently, LCSC has only one electrician on staff who is responsible for addressing electrical needs of campus facilities comprising .75 million square feet, with the oldest average facility age of the four public four-year colleges in Idaho. The additional electrician would better enable Physical Plant to deal with its maintenance backlog and reduce reliance on outside contractors. Total cost of salary, benefits, O.E. (including recurring training), and C.O. is \$64,400.
- **Priority 2.** Hire a full-time plumber. LCSC currently has no plumbers on its maintenance staff. “DIY” maintenance/repairs and excessive reliance on private plumbers are not an efficient working approach for the campus. Total cost (salary, benefits, O.E., C.O) for an in-house plumber is \$59,300.
- **Priority 3.** Hire an additional (day shift) custodian. LCSC’s custodial staff is significantly undermanned (by at least 8-10 custodians, based on Occupancy Cost custodial coverage formulas)—this has resulted in sub-standard cleanliness conditions across many areas of campus, and day coverage of restrooms and high traffic areas is a significant issue. This position is the first and highest priority of the three additional custodial positions within this line item request. Total cost of this position is \$37,800.
- **Priority 4.** Hire additional painter. There is currently only one painter assigned to LCSC’s Physical Plant staff. This manning level is insufficient for dealing with year-round painting requests, and DIY and outside contractor use have resulted in timing, quality, and cost concerns. Total cost of adding this painter is \$42,600.
- **Priority 5.** Hire an additional (day shift) custodian. [This is the second of three additional custodian requests within this overall line item.] Rationale for this position is as described in item #3, above. Total cost of this position is \$37,800.
- **Priority 6.** Hire an additional (night shift) custodian. [This is the third of three additional custodian requests within this overall line item.] Rationale for this position is as described for item #3 above. If funded, this position could be assigned to either night, or day shift, to meet the greatest need on campus. Total cost of this position is \$37,800.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
- c. List any additional operating funds and capital items needed.

**Answer:** These areas are addressed in the answer to Question #1. Also see also the accompanying matrix which provides details on each of the six components of this line item request, including salary, benefit, O.E., and C.O. needs.

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3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

**Answer:** All components of this request, except for \$11,000 in one-time capital outlay expenses (personal equipment and tools for maintenance personnel and custodians) are ongoing. All six requested positions are 1.0 FTE 12-month positions. The provision of General Fund dollars to fund these priority needs will support our efforts to hold student fees and tuition as low as possible. See detailed matrix.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

**Answer:** This request serves all students, staff, and visitors to LCSC's campus and off-campus facilities. Funding of the request will improve the College's ability to sustain its physical infrastructure and facilities; avoid breakdown and red-tagging of equipment; ameliorate an area which has detracted from employee and student morale; and provide a safe and sanitary learning and working environment for our students, staff, and the members of the public and family members who visit our campus.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: Idaho Division of Professional-Technical Education**

FUNCTION: State Leadership

ACTIVITY:

Agency No.: 503

Function No.: 01

Activity No.:

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A: Decision Unit No: 12.01		Title: <b>Manage Staff Workload</b>			Priority Ranking 1 of 7
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.00				3.0
PERSONNEL COSTS:					
1. Salaries	\$136,100				\$136,100
2. Benefits	62,300				62,300
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$198,400				\$198,400
OPERATING EXPENDITURES by summary object:					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$198,400</b>				<b>\$198,400</b>

**Overview:**

Since 2006 the Division of Professional- Technical Education has lost 4 positions with no decrease in agency responsibilities. This is a 10.8% decrease in the staffing of PTE. The increased workload had contributed to high turnover in the Department with a number of staff requesting stress related time off. The turnover has left the average tenure within the department at 5.78 years. Nearly one third of the agency has been with the department less than a year with the additional third having under 5 years' experience. This high turnover has contributed to the pressure on employees and perpetuates the high turnover rate as Division employees leave for agencies and areas with a more manageable workload.

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Recent changes across the country have increased the expectations of states as they work to make Professional-Technical education more relevant and aligned with the requirements of industry. The Idaho Division of PTE has a number of new initiatives to ensure that Idaho students are able to transition smoothly between schools and receive education necessary to be employed in high wage, high demand jobs. Such changes are necessary to ensure that Idaho's workforce is competitive but these initiatives also place additional demands on current PTE staff. We are asking for an additional 3 positions to help with the workload and decrease the current high turnover rate within the Division.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

We are requesting ongoing funding for 1 full-time benefited data coordinator position, 1 full time benefitted program manager position and 1 Office Specialist II position.

A data coordinator is being requested to assist with the implementation of Skill Stack, an electronic technical competency skills recognition program which will be in full implementation mode by FY 2017 and will require a full-time data analyst to work with secondary and postsecondary institutions to manage the data generated by the new program.

The program manager is required to help the agency with student organizations and redistribution of the current workload. Participation in professional-technical student organizations (PTSOs) has been identified as a critical area of performance for PTE programs and existing program managers have been focused on providing support for these programs throughout the state. With increased requirements for federal Perkins programs, the Division has identified the need for program managers to increase their program responsibility to include Perkins Performance monitoring as well. Providing an additional program manager will help distribute the workload among program managers allowing them to do on-site reviews while continuing to provide support to the PTSOs.

An Office Specialist II position is being requested to support the new program manager in their role with PTSOs and better distribute the workload of other support staff within the division.

2. What resources are necessary to implement this request?

- a. List by position:

1. Data Coordinator. Non-classified, Full-time with benefits. \$71,800
2. Program Manager, Non-classified, Full-time with benefits. \$83,800
3. Office Specialist 2, Classified Full-time with benefits. \$42,800

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- b. List any additional operating funds and capital items needed.

No new operating or capital funds are needed

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.)

This is an on-going request for funding.

4. Who is being served by this request and what are the expected impacts of the funding requested?

If this request is not funded the agency will continue to see ongoing turnover which will limit the agency's ability to meet the needs of local schools and technical colleges throughout the State.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

This line item was not requested in prior years.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: Idaho Division of Professional-Technical Education**

FUNCTION: Postsecondary Programs (EITC)

ACTIVITY:

Agency No.: 503/504

Function No.: 03

Activity No.:

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A: Decision Unit No: 12.02		Title: <b>Colleague Data System</b>			Priority Ranking 2 of 7
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Colleague Data System	\$119,600				\$119,600
TOTAL OPERATING EXPENDITURES:	\$119,600				\$119,600
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$119,600</b>				<b>\$119,600</b>

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

We are requesting funding for the Colleague Data System, which is required by the State. As the only stand-alone technical college in Idaho, EITC does not have other resources to pay for these costs in full or in part. EITC must direct funds needed for programs and maintenance to keep this data system, the cost of which goes up by 6% every year. This data system is where we draw all of our data for State and Federal reports. It is necessary for all reporting to the National Clearing House, and

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for the State Longitudinal Data System. This system is also required to do transcripts and collect data to support our Strategic Plan Performance Measures.

2. What resources are necessary to implement this request? We would need funding for the cost of the Colleague Data System as an on-going funding source.
  - a. List by position: none
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. No existing human resources will be re-directed
  - c. List any additional operating funds and capital items needed. Operating funding of \$119,520.00 would be required for the annual licensing fee.
  
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.)

This is an on-going request for funding

4. Who is being served by this request and what are the expected impacts of the funding requested?

The entire campus, faculty, students, staff and other employees all rely on Colleague to collect data for the activities and information we provide to the State and other agencies. All of EITC is served by this funding.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

This item has been requested in the past as a priority item and has been a concern for several years. With the continual increase in costs, this line item request becomes an imperative.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: Professional Technical Education**  
 FUNCTION: State Leadership  
 ACTIVITY:

Agency No.: 503  
 Function No.: 01  
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<b>Horizontal Alignment and Online Courses</b>					
A: Decision Unit No: 12.03		Title: <b>Horizontal Alignment and Online Courses</b>		Priority Ranking 3 of 7	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:	\$40,000				\$40,000
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$40,000</b>				<b>\$40,000</b>

**Description:**

In the 2015 legislative session, amendments to Idaho Code 33-2205 (3) and (4) outline the intent that the Division of Professional Technical Education will coordinate with the Idaho Digital Learning Academy to provide approved online professional-technical education courses and that the division will incentivize Idaho public colleges and universities offering Professional Technical programs to align their foundational courses so as to achieve uniformity and transferability.

These initiatives were started in Fiscal Year 2015 using Division funds available for this purpose. The continuation of this project into FY 2017 will require one-time funds of \$20,000 for Horizontal Alignment efforts and \$20,000 for PTE Digital.

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**AGENCY: Idaho Division of Professional-Technical Education**

FUNCTION: Post-Secondary Programs

ACTIVITY:

Agency No.: 503

Function No.: 03

Activity No.:

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<b>Post-Secondary Capacity</b>					
A: Decision Unit No: 12.04		Title: <b>Expansion</b>		Priority Ranking 4 of 7	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	38				38
PERSONNEL COSTS:					
1. Salaries	\$2,617,400				\$2,617,400
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
Ongoing	\$315,700				\$315,700
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
One-time Capital Outlay	\$831,500				\$831,500
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$3,764,600</b>				<b>\$3,764,600</b>

**Overview:**

The Division of Professional Technical Education funds programs at the 6 postsecondary institutions throughout the state. Years of flat funding and increased demands on Idaho students to achieve postsecondary education have resulted in long waiting lists for programs across the State and have limited Idaho employers in being able to hire qualified employees. If Idaho can't accommodate these increased educational demands it forces students to seek education out of State and can force employers to look out of state to hire the qualified employees that are needed.

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Our focus is on high wage, high skill, in demand jobs, which benefit not only the students seeking the education but help to stimulate the economy by providing the necessary talent pipeline for business and industry to grow and be profitable.

The Division has identified 4 major industry areas (health care, information technology, mechatronics, and transportation) where Idaho technical colleges have student backlogs in programs and where all their graduates are hired in high wage, high skill, high demand jobs. The goal is to expand the student pipelines for these targeted programs to meet demonstrated employer demand.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

See attached.

2. What resources are necessary to implement this request?
  - a. List by position:

See attached. The positions are all for direct instruction at the post-secondary institutions.

- b. List any additional operating funds and capital items needed.

See attached

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.)

This is an on-going request for funding.

4. Who is being served by this request and what are the expected impacts of the funding requested?

These funds will help address the student backlogs for these in demand programs and provide greater talent pools for industry expansion.

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5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

This line item was not requested in prior years.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

Post-Secondary Program Capacity Expansion Requests

<u>Requested Amounts</u>											
<u>Institution</u>	<u>Description</u>	<u>FTP</u>	<u>PC</u>	<u>OE</u>	<u>CO</u>	<u>Total</u>	<u>Average</u> <u>wait list</u>	<u>Program</u> <u>Graduates</u> <u>(Annual)</u>	<u>Annual</u> <u>Capacity</u> <u>Expansion</u>	<u>Average</u> <u>Annual</u> <u>Job</u> <u>Openings</u>	<u>Median</u> <u>Hourly Wage</u>
<b>Health Care</b>											
CSI	Dental Hygiene Program	0.5	39,600	-	-	39,600	30	10	10	50	34.70
ISU	Health Occupations	1	70,490	3,200	2,500	76,190	a	a	15	300	14.10-25.90
EITC	LPN Program	1	65,461	20,000	-	85,461	100	20	20	140	18.68
ISU	Occupational Therapy Assistant	2	157,920	11,700	5,000	174,620	New	18	18	c	27.15
ISU	Pharmacy Technician	1	76,540	6,500	2,500	85,540	New	10	12	60	14.94
ISU	Physical Therapist Assistant	1	67,465	3,200	2,500	73,165	99	20	10	20	25.90
ISU	Practical Nursing	1	77,145	3,200	2,500	82,845	170	40	10	140	18.68
EITC	RN Program	2	155,400	20,000	-	175,400	60	40	20	360	28.79
EITC	Surgical Tech	0.5	8,502	1,500	-	10,002	42	12	4	30	19.35
NIC	Surgical Technology Program	1	88,240	-	-	88,240	New	18	18	30	19.35
		<b>11</b>	<b>\$ 806,763</b>	<b>\$ 69,300</b>	<b>\$ 15,000</b>	<b>\$ 891,063</b>	<b>501</b>	<b>188</b>	<b>137</b>	<b>1,130</b>	<b>\$ 19.35</b>
<b>Information Technology</b>											
NIC	B&P Web Design Network System and	0.5	30,000	-	-	30,000	New	26	26	30	19.10
CSI	Security Software	0	-	12,500	81,000	93,500	New	16	8	40	26.14
CWI	Development Web Design and	2	147,000	10,000	-	157,000	b	10	10	60	32.84
LCSC	Development	1	61,900	8,500	-	70,400	b	14	20	30	19.10
ISU	Health Information Technology	2	143,400	6,400	5,000	154,800	3	20	25	50	15.92
		<b>5.5</b>	<b>\$ 382,300</b>	<b>\$ 37,400</b>	<b>\$ 86,000</b>	<b>\$ 505,700</b>	<b>3</b>	<b>86</b>	<b>89</b>	<b>210</b>	<b>\$ 19.10</b>
<b>Mechatronics</b>											
EITC	Tool Machining Aerospace	1	89,226	45,000	85,000	219,226	New	15	15	50	18.68
NIC	Technology Food Processing	5	283,509	-	-	283,509	11	15	15	20	23.26
CSI	Technology	1	66,500	-	-	66,500	New	20	20	20	19.90
CWI	Machine Tool	2	147,000	30,000	-	177,000	b	15	15	50	18.68
ISU	Welding	1	70,490	8,000	5,000	83,490	26	25	15	90	16.44
EITC	Welding	1	67,643	10,000	30,000	107,643	43	15	15	90	16.44
CSI	Welding Program	0	-	8,000	33,500	41,500	6	18	4	90	16.44
CWI	Welding Technology	2	147,000	30,000	-	177,000	80	25	15	90	16.44
		<b>13</b>	<b>\$ 871,368</b>	<b>\$ 131,000</b>	<b>\$ 153,500</b>	<b>\$ 1,155,868</b>	<b>166</b>	<b>148</b>	<b>114</b>	<b>500</b>	<b>\$ 17.56</b>
<b>Transportation</b>											
ISU	Aircraft Maintenance Technology	1	71,095	15,000	40,000	126,095	11	15	10	20	23.26
CWI	Automotive Collision Repair	2	147,000	30,000	-	177,000	70	30	15	120	17.87
LCSC	Expansion	1	61,900	2,000	-	63,900	4	5	5	20	18.32
CSI	Diesel Technology	0.5	31,300	-	8,000	39,300	7	22	6	50	19.50
LCSC	Diesel Technology	1	65,000	-	224,000	289,000	12	12	6	50	19.50
ISU	Diesel Technology	1	62,625	9,000	15,000	86,625	51	20	12	50	19.50
CSI	Diesel Technology AG	2	118,000	22,000	290,000	430,000	New	16	16	30	17.99
		<b>9</b>	<b>\$ 556,920</b>	<b>\$ 78,000</b>	<b>\$ 577,000</b>	<b>\$ 1,211,920</b>	<b>155</b>	<b>120</b>	<b>70</b>	<b>340</b>	<b>\$ 19.50</b>
<b>Grand Total:</b>		<b>38</b>	<b>\$ 2,617,351</b>	<b>\$ 315,700</b>	<b>\$ 831,500</b>	<b>\$ 3,764,551</b>	<b>825</b>	<b>542</b>	<b>410</b>	<b>2,180</b>	<b>\$ 19.10</b>

**Comments:**

- a- This is a core course that feeds multiple healthcare programs
- b- Program fills quickly, no wait list maintained.
- c- Labor data unavailable. Industry has specifically requested this curriculum at ISU.



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**AGENCY: Professional Technical Education**  
 FUNCTION: General Programs  
 ACTIVITY:

Agency No.: 503  
 Function No.: 02  
 Activity No.:

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<b>Secondary Performance Based Funding</b>					
A: Decision Unit No: 12.05		Title: <b>Funding</b>		Priority Ranking 5 of 7	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	\$1,128,200				\$1,128,200
LUMP SUM:					
<b>GRAND TOTAL</b>	\$1,128,200				\$1,128,200

**Description:**

As one of its major initiatives to improve secondary PTE education across the state, PTE is in the process of proposing new legislation to amend Idaho Code 33-1629 to provide incentive funding for exemplary Professional-Technical Education (PTE) secondary programs. It would provide for incentive-based funding opportunities currently available only for Agricultural and Natural Resources education programs established in 2014 (Idaho Code 33-1629) to all PTE secondary education programs.

The incentive based funding for the PTE Agricultural and Natural Resources education program is driving improvements in the quality of these education programs and this legislation would provide this same type of incentive-based funding for the other five PTE education program areas, which include: Business Management and Marketing,

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Engineering and Technology, Family and Consumer Sciences, Health Professions, and Skilled and Technical Sciences.

This performance based approach would more clearly demonstrate the return on investment provided by professional-technical education and hold PTE programs more accountable for producing results.

The performance measures and procedures for PTE program incentive based funding would be established by the Idaho Division of Professional-Technical Education.

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**AGENCY: Professional Technical Education**  
 FUNCTION: General Programs  
 ACTIVITY:

Agency No.: 503  
 Function No.: 02  
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PTS Schools Performance Based					
A: Decision Unit No:	Title: Funding			Priority Ranking 6 of 7	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	\$460,000				\$460,000
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$460,000</b>				<b>\$460,000</b>

**Description:**

The requested funding is for the incentive component of a performance based program for Professional-Technical high schools and is based on the Average Daily Attendance (ADA) model established in Idaho Code 33-1002G.

As one of its major initiatives to improve secondary PTE education across the state by focusing funding on high performing schools, PTE is working to change the current funding formula for professional-technical high schools (Idaho Code 33-1002G) from an (ADA) based model to an enrollment based model plus incentive funding based on performance standards.

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An enrollment based funding model would more accurately determine the actual costs of delivering professional technical high school programs and is more easily calculated and administered than the current ADA funding model.

In addition, this legislation would base part of the professional-technical high school's funding on performance metrics established by the Idaho Division of Professional Technical Education. This would incentivize higher quality programs for Idaho students attending these schools.

This performance based approach would more clearly demonstrate the return on investment provided by professional-technical education and hold professional-technical high schools more accountable for producing results.

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**AGENCY: Idaho Division of Professional Technical Education**

FUNCTION: General Programs

ACTIVITY:

Agency No.: 503/504

Function No.: 02

Activity No.:

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A: Decision Unit No:		Title: <b>Human Resources Senior Position</b>			Priority Ranking 7 of 7
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	\$45,800				\$45,800
2. Benefits	21,300				21,300
3. Group Position Funding					
<b>TOTAL PERSONNEL COSTS:</b>	<b>\$67,100</b>				<b>\$67,100</b>
OPERATING EXPENDITURES by <b>summary object:</b>					
2. Lab Materials and supplies					
<b>TOTAL OPERATING EXPENDITURES:</b>					
CAPITAL OUTLAY by <b>summary object:</b>					
<b>TOTAL CAPITAL OUTLAY:</b>					
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$67,100</b>				<b>\$67,100</b>

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

Eastern Idaho Technical College (EITC) is requesting 1 FTE Human Resources Senior. The College currently has one position in HR that is classed at the specialist level and is required to do all of the payroll plus all the employee HR function. Many of these functions are out of the individual's pay grade. It is important that the College provide adequate services for all of our employees and protect their rights. This position would be at the level to work with the other HR professionals in the State.

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2. What resources are necessary to implement this request?

EITC would need to hire a HR Senior and use the current position of specialist to do payroll and other functions at the specialist level.

- a. List by position: Human Resources Senior Position, Pay grade M, Full time with benefits. This person would start when funding is approved
- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. This would be a new position at EITC.
- c. List any additional operating funds and capital items needed. No new operating or capital funds are needed

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.)

This is an on-going request for funding

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Employees are greatly affected by the service of the HR department. Hiring, firing, retirement, CEC and many other areas need to be covered by a well-educated HR employee. New reporting is now being required for HR departments to meet Federal guidelines. If this request is not funded, employees may not get the information to make decisions that could affect employment and retirement

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

This request will replace some of those requested in previous years. We have re-evaluated some of the priorities on the EITC campus and determined that having a fully functioning HR department is very important to the institution.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY:** College of Southern Idaho  
**FUNCTION:** Education  
**ACTIVITY:** Board approved category

Agency No.: 501  
 Function No.:  
 Activity No.:

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<b>Supporting Complete College Idaho – Dual Credit Support</b>					
A: Decision Unit No: <b>12.01</b>	Title: <b>Idaho – Dual Credit Support</b>			Priority Ranking 1 of 4	
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	4.00				4.0
PERSONNEL COSTS:					
1. Salaries	\$144,000				\$144,000
2. Benefits	74,800				74,800
3. Group Position Funding					
<b>TOTAL PERSONNEL COSTS:</b>	<b>\$218,800</b>				<b>\$218,800</b>
OPERATING EXPENDITURES by <b>summary object:</b>					
1. Travel	\$15,000				\$15,000
2. Operating Supplies	5,000				5,000
3. Faculty Professional Develop.					
<b>TOTAL OPERATING     EXPENDITURES:</b>	<b>\$20,000</b>				<b>\$20,000</b>
CAPITAL OUTLAY by <b>summary object:</b>					
1. Capital Outlay	0				0
<b>TOTAL CAPITAL OUTLAY:</b>	<b>0</b>				<b>0</b>
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$238,800</b>				<b>\$238,800</b>

**Supports institution/agency and Board strategic plans:**

Goal 1, Objective B

Higher Level of Educational Attainment – Increase the educational attainment of all Idahoans through participation in Idaho’s educational system.

*Performance Measure:*

1. To provide services for the goal of serving 25% of the high school students enrolled in dual credit courses each year
  
2. Increase dual credits successfully completed by the Fall of 2017. (Percentage projections will be provided.)

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**Description:**

With the original passage of the Fast Forward legislation in Fy 2015 and its expansion in Fy 2016, additional support is needed for dual credit students.

In order to properly support the growing number of dual credit students, CSI needs to revise its support system for both dual credit students and dual credit instructors. We are proposing hiring four student services generalists to assist with the advising, admission, registration, residency and payment process for our 2,200+ dual credit students in over 40 high schools.

Dual Credit Student Service Specialists will have an associate's degree at a minimum, with a bachelor's degree preferred, and be trained in wide range of student service areas. They will be a customer service representative for everything involving CSI with the school districts. The Dual Credit Student Service Specialist will provide support in the following areas:

1. Provide limited on site advising along with serving as a direct resource for dual credit students, faculty and parents
2. Work with high schools, students and faculty concerning timely and accurate testing, admission and registration. This will involve on site assistance at larger schools and being available at spring advising sessions in high schools
3. Assisting high schools, students and faculty with the Fast Forward, scholarships and the process for paying. This will involve meeting with both parents and students
4. Provide training for dual credit faculty concerning the dual credit process in the areas of advising, admission, registration, payment
5. Serve as customer representatives with the technical skills to resolve various procedural and administrative issues.
6. Assist high school counselors with the dual credit process concerning eligibility, prerequisites, test score requirements and advising.
7. Follow up with enrollment and Fast Forward verification with faculty and high schools
8. Assist in calling dual credit students who have not paid or have scholarship issues.
9. In October and March and as available, they will assist Transition Coordinators/Recruiters with recruiting through site visits and student follow up for both PTE and academic students.
10. Serve as a resource for CSI department heads and CSI Dual Credit Faculty Mentors concerning non-instructional issues facing dual credit faculty.
11. Serve as a college resource for dual credit issues for admissions, registration and business office.

Dual credit will continue to be institutionalized in the admissions, records and business offices. The purpose of the Dual Credit Support Services Specialist is for CSI to be proactive in customer service and to do a better job in serving this growing population. This staff will also assist in recruiting all students to CSI since they will have a relationship with high schools.



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**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The request is for funding to develop a comprehensive approach to postsecondary dual credit educational services for high school students. The approach involves the investment of resources on the front end of a student's educational experience in order to increase program completion at the most economical price possible.

The primary purpose of this request is to provide proper support services for our dual credit program.

The base funding for salaries and benefits for the four Dual Credit Student Service Specialists is \$218,800. These four support positions will be in addition to one full time student service specialist and one part time dual credit specialist.

Currently we have an Associate Dean, a full time Student Service Specialist and a part time Dual Credit Coordinator built into our base budget at a total cost personnel cost of \$196,600.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Dual Credit Student Service Specialist - \$36,000 salary with \$19,700 in benefits

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Dual Credit Coordinators will work with the existing CSI Admission and Recruiting functions to ensure student follow-up is continuous and relevant. They will also coordinate with Advising to make sure students are taking the courses need for their majors.

- c. List any additional operating funds and capital items needed

These staff members will travel extensively to high schools to provide services on site. Travel funds of \$15,000 per year are needed. Operation expenses of \$5,000 for supplies and educational materials will also be needed.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

The entire request is for General Funds.

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Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request is to improve the services we provide to dual credit students to ensure they are successful in their post-secondary experience. As noted in our Performance Measures, we expect to see more students, to serve them better, improve transition from high school to college and to increase completion rates.

If this request is not funded, we will continue to struggle to provide support for our growing number of dual credit students. Simply put, our existing staffing model is not adequate to address the breadth of this operation. We are deeply concerned students, parents, high schools and college staff will be overwhelmed by the work required to properly serve dual credit students.

4. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

This is the first year for this request.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY:** College of Southern Idaho  
**FUNCTION:** Education  
**ACTIVITY:** Board approved category

Agency No.: 501  
 Function No.:  
 Activity No.:

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A: Decision Unit No: <b>12.02</b>		Title: <b>Student Instructional Support</b>			Priority Ranking 2 of 4
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	0.00				0.0
PERSONNEL COSTS:					
1. Salaries	0				0
2. Benefits	\$7,900				\$7,900
3. Group Position Funding	100,000				100,000
<b>TOTAL PERSONNEL COSTS:</b>	<b>\$107,900</b>				<b>\$107,900</b>
OPERATING EXPENDITURES by <b>summary object:</b>					
4. Travel					
5. Software					
6. Operating Supplies	\$5,000				\$5,000
7. Faculty Professional Develop.					
<b>TOTAL OPERATING     EXPENDITURES:</b>	<b>\$5,000</b>				<b>\$5,000</b>
CAPITAL OUTLAY by <b>summary object:</b>					
2. New Computer Lab					
<b>TOTAL CAPITAL OUTLAY:</b>	<b>0</b>				<b>0</b>
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$112,900</b>				<b>\$112,900</b>

**Supports institution/agency and Board strategic plans:**

Goal 1, Objective B

Higher Level of Educational Attainment – Increase the educational attainment of all Idahoans through participation in Idaho’s educational system.

*Performance Measure:*

3. Increase graduation rates for the College of Southern Idaho from 18% to 28% by fiscal year 2019 (May of 2019) – IPEDs definition of graduation rate. Fall of 2015 benchmark
4. Increase retention in degree and certificate programs at the College of Southern Idaho from 50% to 60% by fiscal year 2019 (May 2019) IPEDS definition of Fall to Fall retention utilizing the Fall of 2015 as a benchmark.

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5. Increase the number of students earning degrees or certificates by 30% by fiscal year 2019 (May 2019) utilizing the Fall of 2015 as a benchmark.
6. Increase credits successfully completed by 15% by the Fall of 2017 based upon Fall of 2015 credits.

The above performance measures are in support of SBE benchmarks

1. Attain a 75% new full time student return rate for the second year in Idaho community colleges.
2. Attain 20% of head count for post-secondary unduplicated awards for certificates requiring one academic year or more of study.

**Description:**

The Idaho State Board of Education has set a goal of 60% of all Idahoans between the ages of 25 and 34 receiving post-secondary education or training in order to meet today's needs in the workforce. The JA and Kathryn Albertsons Foundation has also strongly supported post-secondary education through their funding initiatives and "Go On" programs.

Though bachelor's and graduate degrees are important, the community colleges feel very strongly that these goals can only be met through a combination of associate degrees, professional technical education, certificates and customized workforce training.

The proposed model is based upon successful pilot programs funded by short term grants at our institutions and proven programs successfully implemented throughout the nation. This model, based in part on Complete College Idaho, is one of career counseling, guided pathways for success (GPS), mandatory orientation, intensive and intrusive advising, redesigned remedial courses, continuous follow up and expanded tutoring. It is high touch and highly successful. From a student's perspective, it requires a significant amount of effort for a shorter period of time and a much greater probability of success.

This request is to expand resources for post-gateway high risk classes such as Biology, Chemistry, high level math, nursing, etc. based upon success ratio of the courses. This would involve hiring skilled students, part time staff and adjunct faculty to assist in these areas. Instructional coaches will be available during a wide range of open hours for these services will serve to improve completion rates. Faculty referrals to this area would result in phone calls and follow up to proactively seek out struggling students to intervene and develop a plan for success before they fail. The tutors will be housed in our newly created Student Success Center which is supervised by a full time associate dean. We expect to see immediate results in retention and course completion rates with the funding of this request.

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**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The primary purpose of this request is to not only increase completion rates for all programs, but also to increase the number of students participating in post-secondary training. This is a direct response to both the Idaho State Board of Education 60% goal and the JA and Kathryn Albertson "Go On" campaign.

A mix of students, part time and adjunct faculty will be provided to assist students. Full time coordinators and other support staff are already in place for this project.

CSI currently has a \$46,000 budget for part time peer tutors and a one FTE coordinating tutoring with \$62,700 in personnel costs.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

We propose staffing the Success Center with a mix of part time staff and adjunct faculty at a cost of approximately \$107,900. The center will be open for extended hours to all students.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

We currently only have limited tutoring and intervention services available at certain times on campus. We have already invested in a Dean's position to oversee this area with the expectation of a direct impact both on course completion and retention.

- c. List any additional operating funds and capital items needed.

We are requesting \$5,000 in operating fund for supplies for the Success Center.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

The entire request is for General Funds.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request is to improve the services we provide to students to ensure they are successful in their post-secondary experience. As noted in our Performance

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Measures, we expect to see more students, to serve them better and to increase completion rates.

If this request is not funded, we will continue to run pilot programs serving small groups of students. This will refine the development of programs but it will not have a major effect on increasing enrollments and completion rates.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

This is the first year for this request.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: College of Southern Idaho**  
 FUNCTION: Education  
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A: Decision Unit No: <b>12.03</b>		Title: <b>Instructional Designer</b>			Priority Ranking 3 of 4
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	\$70,000				\$60,000
2. Benefits	25,800				25,800
3. Group Position Funding					
<b>TOTAL PERSONNEL COSTS:</b>	<b>\$95,800</b>				<b>\$95,800</b>
OPERATING EXPENDITURES <b>by summary object:</b>					
1. Travel	\$6,000				\$6,000
2. Office Supplies, Publications, Dues	5,000				5,000
<b>TOTAL OPERATING EXPENDITURES:</b>	<b>\$11,000</b>				<b>\$11,000</b>
CAPITAL OUTLAY <b>by summary object:</b>					
<b>TOTAL CAPITAL OUTLAY:</b>					
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$106,800</b>				<b>\$106,800</b>

**Supports institution/agency and Board strategic plans:**

Goal 2, Objective B:

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

*Performance Measure:*

1. The designing a system of training and certification, the implementation and monitoring of this process will result of certified instructors teaching on line and hybrid courses. This will allow us to increase certified faculty by 25% per years.

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2. The design and implementation of broad based training and instruction in current best practices in education and pedagogy for all faculty in all disciplines will result in 25% of all faculty participating in formal, on going training.

**Description:**

This position would not only oversee quality in all of our online and hybrid course offerings, but also would assist faculty (full time and adjunct) in bringing up courses to required levels and monitor all courses for quality. Additionally the goal of this position is to increase success rates in all courses regardless of modality through redesign and utilization of the most successful teaching techniques. Instructors in gateway courses in math and English will be targeted initially.

Through improving instruction across the board, this position will have direct impact on student success, retention and completion.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This position is being requested to improve the quality of on line and hybrid course instruction. Currently on line course quality varies significantly due to a lack of standards, training and support.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

1.0 FTE, Instructional Designer, \$70,000, Full Time, Full Benefits, Hire Date of July 1, 2016, 12 month contract

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

The new instructional designer will report to the Associate Dean of Institutional Effectiveness and work closely with instructional deans and faculty to improve the presentation, quality and completion rates for all instruction.

List any additional operating funds and capital items needed.

We are requesting \$6,000 for travel and \$5,000 for office supplies, publications and dues.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds



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should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

The entire request is from the General Fund. The \$11,000 of operating expenses are on-going.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

It is critical that we maintain high quality courses with high completion rates. The instruction designer will assist faculty in the development of all courses as well as develop a quality control protocol for hybrid and on line courses.

If this request is not funded, we will have to make a decision concerning the limiting of on line offerings to the number we can ensure meet the quality and outcomes our students need.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

This is the second year of this request. The instructional designer was a part of a consolidated top priority item for our Fy 2016 request. It is not prioritized first because of the need to address the support issues for the influx of dual credit students we are experiencing.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY:** College of Southern Idaho  
**FUNCTION:** Education  
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A: Decision Unit No: <b>12.04</b>		Title: <b>Institutional Researcher</b>			Priority Ranking 4 of 4
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	\$60,000				\$60,000
2. Benefits	23,700				23,700
3. Group Position Funding					
<b>TOTAL PERSONNEL COSTS:</b>	<b>\$83,700</b>				<b>\$83,700</b>
OPERATING EXPENDITURES <b>by summary object:</b>					
1. Travel	\$5,000				\$5,000
2. Office Supplies, Publications, Dues	2,000				2,000
<b>TOTAL OPERATING EXPENDITURES:</b>	<b>\$7,000</b>				<b>\$7,000</b>
CAPITAL OUTLAY <b>by summary object:</b>					
<b>TOTAL CAPITAL OUTLAY:</b>					
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$90,700</b>				<b>\$90,700</b>

**Supports institution/agency and Board strategic plans:**

Goal 3, Objective B: Data Informed Decision Making – increase the quality, thoroughness and accessibility of data for informed decision-making and continuous improvement of Idaho’s educational system.

*Performance Measure:*

1. Through the use of data analysis and continued participation with the Idaho State Board of Education, relevant, reliable, comparable data will be used in making management decisions. CSI will be able to participate in providing reports and data required by various entities.

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**Description:**

The College of Southern Idaho currently has one part time and one full time staff assigned to institutional research and reporting. In addition to traditional on-going ad hoc, IPEDS and administrative management reports, we have added reporting for: the state longitudinal data system, the community college Voluntary Framework for Accountability, Complete College America, new Northwest Accreditation core standards, and the Student Success Initiative. The staff is also responsible for Institutional Profile Report, a 150 page book of current as compared to historical data, charts and graphs specifically for CSI, which is completed every two years.

In addition to reporting, there is a growing emphasis by the Idaho State Board of Education for institutional research staff to participate in state and national conferences. We are also experiencing a movement towards analytics for predictive data and efficiencies. Analytics can provide valuable data but it is time intensive. This is an expansion of the institutional research function.

One full time and one part time person cannot keep up with this workload.

This request is for funding to hire one full time institutional researcher to assist our existing time staff. This position will provide consistent support to our existing staff along with improving the process of getting needed reports for evaluation and decision making.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

A full time institutional researcher position is being requested to assist in addressing the overwhelming amount of reporting and data analysis required both internally and externally.

Currently, we have one full time and one part time staff doing institutional research with personnel costs totaling of \$130,000.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

1.0 FTE, Institutional Researcher, \$60,000, Full Time, Full Benefits, Hire Date of July 1, 2016, 12 month contract

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

The new institutional researcher will report to the Assistant Dean of Institutional Effectiveness. The existing one full time and one part time staff performing

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institutional research will share duties with the new position with the work being divided between them.

- c. List any additional operating funds and capital items needed.

We are requesting \$5,000 for travel and \$2,000 for office supplies, publications and dues.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

The entire request is from the General Fund. The \$7,000 of operating expenses are on-going.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The College is the prime entity being served through the utilization of data to make good decisions to efficiently provide services to students.

If this request is not funded, we will have to prioritize what we can do with the existing staff. This may mean limiting involvement in various programs, data reporting and state sponsored events. This position is critical for us to move forward with predictive analytics which in turn is essential for tracking and monitoring student success.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

This is the second year of this request. It was our number 3 priority in our Fy 16 budget request. The top prioritized line item – Dual Credit Support - was not a part of a previous year request. Due to the predicted influx of dual credit students as a result of new legislation and the issues experienced in Fy 2015, Dual Credit Support is critical in providing services to these new students.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: North Idaho College**

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ACTIVITY:

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A: Decision Unit No: <b>12.01</b>		Title: <b>Complete College Idaho</b>			Priority Ranking 1 of 4
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	8.00				8.0
PERSONNEL COSTS:					
1. Salaries	\$309,000				\$309,000
2. Benefits	108,000				108,000
3. Group Position Funding	50,000				50,000
<b>TOTAL PERSONNEL COSTS:</b>	<b>\$467,000</b>				<b>\$467,000</b>
OPERATING EXPENDITURES by <b>summary object:</b>					
1. Operating Supplies/Travel	\$57,000				\$57,000
2. Faculty Development	80,000				80,000
<b>TOTAL OPERATING     EXPENDITURES:</b>	<b>\$137,000</b>				<b>\$137,000</b>
CAPITAL OUTLAY by <b>summary object:</b>					
1. PC and workstation	\$4,500				\$4,500
<b>TOTAL CAPITAL OUTLAY:</b>	<b>\$4,500</b>				<b>\$4,500</b>
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$608,500</b>				<b>\$608,500</b>

**Supports institution/agency and Board strategic plans:**

Goal 1, Objective B

Higher Level of Educational Attainment – Increase the educational attainment of all Idahoans through participation in Idaho’s educational system.

*Performance Measure:*

7. Increase retention in degree and certificate programs at North Idaho College from 54% (the 3 year average of Fall09 to Fall11) to 63%
8. Increase percentage of new students at North Idaho College who are awarded a degree or certificate from the current 20.8%.
9. Increase percentage of career program completers employed in related field from 54.9% to 65%.

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The above performance measures are in support of SBE benchmarks

3. Attain a 75% new full time student return rate for the second year in Idaho community colleges.
4. Attain 20% of head count for post-secondary unduplicated awards for certificates requiring one academic year or more of study.

**Description:**

The Idaho State Board of Education has set a goal of 60% of all Idahoans between the ages of 25 and 34 receiving post-secondary education or training in order to meet today's needs in the workforce. The JA and Kathryn Albertsons Foundation has also strongly supported post-secondary education through their funding initiatives and "Go On" programs.

Though bachelor's and graduate degrees are important, research continues to show these goals can only be met through a combination of associate degrees, professional technical education, certificates and customized workforce training.

The proposed model is based upon successful pilot programs funded by short term grants at our institutions and proven programs successfully implemented throughout the nation. This model, based in part on Complete College Idaho, is one of career counseling, guided pathways for success (GPS), mandatory orientation, intensive and intrusive advising, redesigned remedial courses, continuous follow up and expanded tutoring. It is high touch and highly successful. From a student's perspective, it requires a significant amount of effort for a shorter period of time and a much greater probability of success.

North Idaho College is requesting support for CCI for the following institutional priorities:

1. Coordinator Retention/Completion – 1 FTE \$60,000 salary plus \$23,696 benefits, \$2,500 operating expense and \$1,500 equipment. = \$87,696

A Coordinator for Retention/Completion will help to manage, develop and implement retention strategies to support student cohorts, and will help develop measurable goals to enhance student progress to degree completion. In addition to closely tracking student progress, the coordinator will assist with developing reports and will work with campus leaders to plan and provide support for broader campus retention efforts. The Coordinator will support instructional efforts to help sustain several grant-funded programs. This position will assist students with student services needs as they enter programs, track and aid students through their programs, and provide employment assistance as they complete programs.



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2. Transition Coordinator – 1 FTE - \$45,000 plus \$20,572 benefits = \$65,572 plus \$2,500 operating expenses and \$1,500 equipment = \$69,572

A Transition Coordinator position will work closely with recruiting and admissions staff to help students transition from secondary to post-secondary programs. The Transition Coordinator will provide pathways coaching, will assist students in navigating through admissions and financial aid requirements, and will aid students with their education plans. Integrating the sometimes overwhelming admissions process with early advising ensures a smooth transition for students and a clear path toward timely completion of their program of study.

3. Support for Faculty engagement in intrusive advising – 5 FTE (part time and adjunct faculty) plus benefits = \$173,989.

The college has successfully implemented Intrusive Advising for at-risk students but has only been able to implement it on a small scale. Since faculty are often the first and most important point of contact for new students, they are in a position to recognize the early signs of an “at-risk” student such as sudden non-attendance or sudden failure to turn in work. Frequent faculty-student contact in and out of the classroom is the most important factor in student motivation and involvement. By providing support for faculty engagement in intrusive advising, the college can identify at-risk students early in their program thereby moving a greater number of students toward completion.

4. Expansion of Quality Matters – 1 FTE - \$60,000 plus \$23,696 benefits=\$83,696 plus \$60,000 in instructional stipends, \$52,000 operating expenses and \$1,500 in equipment = \$197,196.

The Quality Matters project at NIC is aimed at creating a continuous improvement process for assuring the quality of online instruction. The project will involve faculty, instructional designers, and staff in best practices in instructional design. The project will help to systematically ensure the quality and consistency of NIC’s online courses resulting in greater success rates for online students.

5. Faculty Professional Development - \$80,000 operating expense

Several faculty-driven curriculum process changes are underway at NIC as a result of the state-wide General Education Reform (GEM) initiative, and the adoption of the Guided Pathways approach to reducing time to graduation. The need for professional development for faculty is great so that the work continues toward identifying an explicit core with shared

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learning outcomes that clearly guides students toward their educational goals. NIC has begun work to review and implement a redesigned core that will not simply generate more degrees, but will generate quality degrees, and to both collect and use assessment data to make core course improvements.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The request is for funding to develop a comprehensive approach to postsecondary educational services for all students. The approach involves the investment of resources on the front end of a student's educational experience in order to increase program completion at the most economical price possible. Job coaching, recruitment, orientation, placement, advising, registration and follow up services are all significantly enhanced through this proposal.

The primary purpose of this request is to not only increase completion rates for all programs, but also to increase the number of students participating in post-secondary training. This is a direct response to both the Idaho State Board of Education 60% goal and the JA and Kathryn Albertson "Go On" campaign.

The base funding for salaries and benefits for the existing staffing includes six advisors and advising Director totaling is \$338,700. This amount is in the NIC general fund. We have also have two positions funded by the Albertson's grant in the amount of \$93,000. This is grant funding.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

1.0 FTE – Transition Coordinator \$45,000, full time with benefits at \$20,572. Anticipated hire date 7/1/16. 12 month employee.

1.0 FTE Coordinator Retention/Completion \$60,000, full time with benefits at \$23,696. Anticipated hire date 7/1/16. 12 month employee

5.0 FTE Faculty/Adjunct Faculty Advisors 150 stipends at \$800/credit. Taxes and retirement only benefits. Anticipated hire date 8/15/16

1.0 FTE Instructional Designer \$60,000, full time with benefits at \$23,696. Anticipated hire date 7/1/16. 12 month contract.

0.0 FTE Faculty/Adjunct Faculty Training Stipends, \$500/faculty member for 100 faculty, taxes and retirement only. Hire Date of August 1, 2016

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- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

The existing NIC advising and instructional staff will train with and support these initiatives. There are already staff and faculty interested in and piloting these programs.

- c. List any additional operating funds and capital items needed.

We are requesting \$80,000 in professional development funds for instructional personnel to help the college with general education reform and to design better methods for collecting, utilizing, and sharing student learning outcomes assessment data. This work will guide students toward their educational goals.

We are requesting \$4,500 for computers for the new staff in this request as well as for office furniture.

We are requesting \$11,000 in travel, \$20,000 in supplies and \$30,000 for training and professional development for our instructional designer position. The travel is to ensure that our instructional designer and selected lead staff stay current on best practices. The \$20,000 is for providing supplies and training materials to the faculty being instructed in the new methods. The \$30,000 for professional development is to expose our faculty to innovative instruction. This will involve speakers, travel, webinars and direct instruction.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

Funding request is for state general funds. The \$4,500 for desktop computers and is a one-time start-up equipment purchase. Replacement computers will be funded from institutional funds.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request is to improve the services we provide to students to ensure they are successful in their post-secondary experience. As noted in our Performance Measures, we expect to see more students, to serve them better and to increase completion rates.

If this request is not funded, we will continue to run pilot programs serving small groups of students. This will refine the development of programs but it will not have a major effect on increasing enrollments and completion rates.

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Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: North Idaho College**

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ACTIVITY:

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A: Decision Unit No: <b>12.02</b>		Title: <b>Data System Analyst/Developer</b>			Priority Ranking 2 of 4
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	\$78,500				\$78,500
2. Benefits	27,500				27,500
3. Group Position Funding					
<b>TOTAL PERSONNEL COSTS:</b>	<b>\$106,000</b>				<b>\$106,000</b>
OPERATING EXPENDITURES <b>by summary object:</b>					
1. Travel	\$5,000				\$5,000
<b>TOTAL OPERATING EXPENDITURES:</b>	<b>\$5,000</b>				<b>\$5,000</b>
CAPITAL OUTLAY <b>by summary object:</b>					
1. PC and workstation	\$3,000				\$3,000
<b>TOTAL CAPITAL OUTLAY:</b>	<b>\$3,000</b>				<b>\$3,000</b>
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$114,000</b>				<b>\$114,000</b>

**Supports institution/agency and Board strategic plans:**

Goal 3, Objective B: Data Informed Decision Making – increase the quality, thoroughness and accessibility of data for informed decision-making and continuous improvement of Idaho’s educational system

**Description:**

The demand for more information to support regulatory compliance, strategic data driven decision making, ad-hoc and operational reporting needs is ever increasing. Renewed emphasis and institutional commitment and priority need to be given in the area of data development. An additional staff position in Information Technology will enable the College to markedly improve reporting and information analytics.

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**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This request is for a data analyst/developer. This is a general fund request. This position will provide access to a high need area for data analytics to provide tracking and benchmarking of outcomes and higher evaluation of data for new programs and initiatives.

2. What resources are necessary to implement this request?

- a. 1 FTE Data Analyst/Developer, \$78,500 salary full time with benefits at \$27,548. Anticipated hired date 7/1/17 12 month contract.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

No resources will be redirected. Existing operations will improve quality and availability of reporting to campus and constituents.

- c. List any additional operating funds and capital items needed.

\$5,000 for travel to training and meetings with other schools. \$3,000 one-time funds for a desktop computer and office furniture.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

Funding request is for state general funds. \$3,000 is for one time capital items (computer and office furniture).

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Since 2006, Information Technology has partnered with the Office of Institutional Effectiveness to develop an institutional reporting capability including a centralized, data mart reporting environment. This environment utilizes Microsoft technologies and reporting tools that came at no additional cost to the institution due to our existing campus license agreement with Microsoft.

Leveraging the Microsoft Business Intelligence suite of tools will pay great dividends to North Idaho College. The Developer position will not only assist and support the existing Information Center staff and data analysts but will further extend the college's ability to complete current information initiatives and address new analytics initiatives, taking the data mart reporting platform to a new level.

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A: Decision Unit No: <b>12.03</b>		Title: <b>Enhanced Campus Security</b>			Priority Ranking 3 of 4
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	2.00				2.00
PERSONNEL COSTS:					
1. Salaries	\$64,000				\$64,000
2. Benefits	35,700				35,700
3. Group Position Funding					
<b>TOTAL PERSONNEL COSTS:</b>	<b>\$99,700</b>				<b>\$99,700</b>
OPERATING EXPENDITURES by <b>summary object:</b>					
1. Training	\$15,000				\$15,000
<b>TOTAL OPERATING EXPENDITURES:</b>	<b>\$15,000</b>				<b>\$15,000</b>
CAPITAL OUTLAY by <b>summary object:</b>					
<u>Exterior Campus Surveillance System:</u> Network Storage, (\$35,000); Entrance/Exit Cameras, (\$84,000); Parking lot Cameras, (\$40,000); License, (\$10,000); Installation, (\$16,000)	\$185,000				\$185,000
<u>Electronic Access Controls for Departmental/Building Zone Security:</u> 50 doors at \$5,000 per door.	250,000				250,000
<u>Internal Electronic Access controls:</u> Upgrade to current system to allow classrooms with electronic locks to be locked down from within.	90,000				90,000
<b>TOTAL CAPITAL OUTLAY:</b>	<b>\$525,000</b>				<b>\$525,000</b>
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$620,000</b>				<b>\$620,000</b>

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**Supports institution/agency and Board strategic plans:**

Goal 1, Objective A and Objective B: Access and Higher Level of Educational Attainment.

North Idaho College; Goal 3, Objective 4: Enhance access to college facilities.

**Description:**

Enhancing the capabilities of our campus security by providing an increased visual presence and ability to respond to multiple calls will better serve our students, employees, and visitors.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

Increased security personnel, campus wide exterior surveillance system, and enhanced electronic access controls. These 3 components will serve to improve the safety of our campus for students, employees, and visitors.

2. What resources are necessary to implement this request?

- a. 2 FTE Security Officers, \$64,500 salary full time with benefits at \$35,729. Anticipated hired date 7/1/17 12 month contract.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

No resources will be redirected. Existing operations will improve quality and availability of reporting to campus and constituents. The college has employed a FT school resource officer through contract with the City of Coeur d' Alene to begin addressing the need for enhanced security and ensure timely response times.

- c. List any additional operating funds and capital items needed.

\$15,000 for training. \$525,000 one-time funds for a upgrading and installing surveillance and access controls

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

Funding request is for state general funds. \$540,000 is for one time capital items).

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?



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Students, employees, and visitors to the North Idaho College campus will experience a more safe and secure environment. If this request is not funded, we will not be able to provide the enhanced level of safety and security we hope for.

**AGENCY: North Idaho College**

Agency No.: 501

FY 2017 Request

FUNCTION: Education

Function No.: 02

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ACTIVITY:

Activity No.:

Original Submission X or

Revision No. \_\_\_

<b>Electronic and Information Technology Coordinator (ADA)</b>					
A: Decision Unit No: <b>12.04</b>	Title: <b>Electronic and Information Technology Coordinator (ADA)</b>			Priority Ranking 4 of 4	
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	\$42,000				\$42,000
2. Benefits	17,600				17,600
3. Group Position Funding					
<b>TOTAL PERSONNEL COSTS:</b>	<b>\$59,600</b>				<b>\$59,600</b>
OPERATING EXPENDITURES <b>by summary object:</b>					
1. Professional Development	\$10,000				\$10,000
<b>TOTAL OPERATING     EXPENDITURES:</b>	<b>\$10,000</b>				<b>\$10,000</b>
CAPITAL OUTLAY <b>by summary object:</b>					
1. Computer Equipment	\$3,000				\$3,000
2. Network Software and System Compliance	63,000				63,000
3. Hardware Compliance	54,000				54,000
<b>TOTAL CAPITAL OUTLAY:</b>	<b>\$120,000</b>				<b>\$120,000</b>
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$189,600</b>				<b>\$189,600</b>

**Supports institution/agency and Board strategic plans:**

Goal 1, Objective A: Set policy and advocate for increasing access for individuals of all ages, abilities, and economic means to Idaho's P-20 educational system.

**Description:**

The Department of Education, Office for Civil Rights is widely publicizing the recent May 4, 2012 University of Montana Electronic and Information Technology (EIT) compliance

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complaint against the institution. The Office for Civil Rights is reminding all post-secondary institutions that the remedial actions against the University of Montana should be viewed as a template to ensure colleges are in compliance with EIT requirements and standards.

After reviewing the Department of Education, Office for Civil Rights Resolution Agreement with the University of Montana, NIC has recognized the need to designate/hire an Electronic and Information Technology (EIT) coordinator, develop an EIT Policy and Procedure, audit all college electronic systems for accessibility compliance, and develop a priority list to begin addressing deficit areas. NIC has already identified several deficit areas through past audit activity including the need to install web content compliance software, purchase a campus wide licensing for text to speech software system, upgrade computer kiosks, information stations, copiers, learning management systems including classroom technology and multimedia, phone systems, and also provide captioning of videos and film content to ensure accessibility for students with disabilities is adequately addressed. Additionally, the EIT Coordinator would be responsible for identifying additional funding sources and grants to ensure continued electronic and information tech compliance across all NIC campuses and platforms.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

It is critical for North Idaho College to fully meet federal EIT compliance and in order to do so, both staff and capital outlay resources must be established and maintained. North Idaho College is requesting funds to expand and further develop its Electronic and Information Technology (EIT) compliance to ensure NIC systems are fully accessible for individuals with disabilities. EIT has taken on a greater emphasis relative to a recent US Department of Education, Office for Civil Rights disability discrimination complaint (OCR Reference No. 10122118), against the University of Montana on May 4, 2012, (resolution agreement attached for reference). In order to meet compliance standards, NIC must develop an EIT Accessibility Policy and Procedures, designate an EIT Coordinator who has the responsibility and commensurate authority to coordinate the College's Accessibility Policy and Procedures, perform an audit of EIT applicable systems at NIC, prioritize deficient systems, and then implement enhancement and corrective action to ensure EIT compliance. In addition to requesting base funding for an EIT coordinator position, several large scale EIT systems expenditures are also being recommended as part of this request.

2. What resources are necessary to implement this request?
  - a. 1 FTE Electronic and Information Technology Coordinator, \$42,000 salary full time with benefits at \$17,460. Anticipated hired date 7/1/16 12 month contract.
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

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No resources will be redirected. Existing operations will improve by allowing disability support services to better serve students with a dedicated and appropriate resource.

- c. List any additional operating funds and capital items needed.

\$62,000 for Network Software: HiSoftware Compliance Sheriff for Web Content Compliance Automation, (\$32,000); Campus-Wide Speech to Text Software Licensing Software Read/Write Gold (\$12,000); Transcription Costs for Video and Film Captioning (\$18,000). \$54,000 for Hardware Compliance: Access Kiosk Computer Replacements (\$18,000); Student Disability Multimedia Computer Stations upgrades for 7 sites (\$21,000); Blind and Visually Impaired Assistive Technology Lab to include 3-D printing for Tactile accommodation (\$15,000). \$12,000 for Professional development and campus education including, training on compliance with OCR Reference No. 10122118 and auditing electronic systems for compliance. In addition the request includes \$3,000 one-time funds for a desktop computer and office furniture.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

The entire request is from the General fund. \$116,000 is one time capital expenditure. Replacement, maintenance and future license renewal would be funded from other sources.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Students with documented disabilities (as defined by Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, and the regulations that implement those statutes at 34 C.F.R. Part 104 and 28 C.F.R. Part 35) from the five northern counties and served by North Idaho College will be legally served through the implementation of the EIT coordinator and applicable systems management and upgrades. If not funded, colleges risk a similar response by the U.S. Department of Education, Office for Civil Rights as was taken against the University of Montana. Preventative and incremental adequately funded EIT adaptation towards compliance, guided by policy and procedures and facilitated by an EIT Coordinator, is preferred as opposed to immediate OCR sanction which may result in costly and immediately intervention.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: Community Colleges**  
 FUNCTION: College of Western Idaho  
 ACTIVITY: Strategic Initiative –  
 Program Design

Agency No.: 505  
 Function No.: 07  
 Activity No.:

FY 2017 Request  
 Page 1 of 5 Pages  
 Original Submission X or  
 Revision No. \_\_\_\_

A: Decision Unit No: <b>12.01</b>		Title: <b>Program Design</b>			Priority Ranking 1 of 5
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	6.00				6.00
PERSONNEL COSTS:					
1. Salaries	282,000				282,000
2. Benefits	127,200				127,200
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	409,200				409,200
OPERATING EXPENDITURES <b>by summary object:</b>					
1. Ongoing professional development	18,000				18,000
TOTAL OPERATING EXPENDITURES:	18,000				18,000
CAPITAL OUTLAY <b>by summary object:</b>					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>427,200</b>				<b>427,200</b>

**Supports institution/agency and Board strategic plans:**

**SBOE Goal 1, Objective B**

Idaho SBOE identifies a **well-educated citizenry** as a strategic goal by increasing the educational attainment of all Idahoans through participation and retention in Idaho's educational system.

**CWI Institutional Priority 1, Objectives 1 and 2**

CWI values its students and is committed to supporting their success (in reaching their educational and/or career goals). **Student success** is College of Western Idaho's first institutional priority with the objective of improving student degree and certificate completion.

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***Performance Measure:***

**SBOE:** Relevant benchmarks include the percent of high school graduates who enroll in postsecondary institution within 12 months of graduation and the percent of Idahoans (ages 25-34) who have a college degree or certificate requiring one academic year or more of study.

**CWI:** Relevant performance measure includes granting 750 associate degrees annually by 2019.

**Description:**

Intent: To employ faculty leads to build degree programs for post-accreditation delivery (2017) with clear 2+2 transfer agreements with four-year institutions and to manage programmatic development, delivery, and assessment.

CWI anticipates reaching full accreditation status by 2017. This will mark a significant milestone for Idaho's newest community college. At that time, CWI will be able to offer its own degree programs, intentionally designed for seamless transfer to its four-year partners. For the next several years, CWI faculty will be engaged in the design process, creating degree pathways for matriculation to the baccalaureate level. Six new degree pathways have been identified for transfer to partnering institutions. These new programs will require a qualified lead faculty in the field:

- Engineering, AS (UI, BSU)
- Sign Language Interpreter, AA (ISU)
- Design—Architectural, AA (UI)
- Health Promotion, AS (BSU, LCSC, ISU)
- Biology—Molecular and Biomedical Sciences, AS (BSU, LCSC, ISU)
- Agriculture, Business, Leadership & Education (UI)

*Alignment with Complete College Idaho's Key Strategies and Complete College America's Guided Pathways to Success (GPS) Essential Components*

CCI Key Strategy

- ✓ *Structure for Success*

Communicate strong, clear and guaranteed statewide articulation and transfer options.

GPS Essential Components

- ✓ *Commitment to whole programs of study*

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Students make the “big choices” of academic majors or programs — and all the other choices of necessary credits and course sequences are laid out for them. In this way, a clear path to on-time completion is prepared for them, semester by semester, all the way to graduation day.

✓ *Milestone courses (addresses intentional programmatic design)*

Degree pathways contain critical milestone courses that must be completed each semester to certify students are on track. Not only do these courses provide realistic assessments of student progress; milestones give students early signals about their prospects for success in a given field of study. This eliminates the problem of students’ putting off challenging courses until the consequences of changing majors become too damaging and costly.

✓ *End-to-end design (addresses intentional programmatic design)*

GPS programs are built with the end goal in mind. Starting with the student’s desired career outcome, colleges construct a sequence of relevant courses that leads students, semester by semester, to their chosen goal. Students understand from their first day on campus where their chosen pathway will take them. Aimless wandering is replaced with highly motivating and intentional routes to careers and more learning.

<http://www.boardofed.idaho.gov/ccj.asp>

[www.completecollege.org/docs/GPS\\_Summary\\_FINAL.pdf](http://www.completecollege.org/docs/GPS_Summary_FINAL.pdf)

**Outcomes:**

1. Intentionally designed and fully articulated degree programs (including 2+2 agreements with four-year partners).
2. Increase in the number of majors and graduates in these programs.
3. Increase in the number of transfer students to related four-year programs.

**Scalability:**

These degree programs represent 6 of 17 transfer programs on CWI’s five-year plan. Degree development will be an ongoing process for the college over the next several years pre- and post-accreditation. The number of new degrees is a scalable endeavor, and the programs themselves are scalable and will become more robust with student demand.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

Six full-time faculty lines are being requested in order to enhance the degree menu at CWI upon receiving accreditation. This will allow the college to serve students more specifically in their degree goals, rather than having to leverage the Liberal Arts degree plan as an alternative major for students. A students’ ability to identify

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with a major enhances engagement, focus, and retention, as more specific pathways provide greater relevance to students. Currently, CWI does not have full-time faculty with discipline expertise to anchor these degree programs. No base funding currently exists for these positions.

2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
    - 1.0 FTE Faculty, Engineering; \$47,000; FT; benefits \$21,200; August 1, 2016; 9 month
  
    - 1.0 FTE Faculty, Sign Language; \$47,000; FT; benefits \$21,200; August 1, 2016; 9 month
  
    - 1.0 FTE Faculty, Architectural Design; \$47,000; FT; benefits \$21,200; August 1, 2016; 9 month
  
    - 1.0 FTE Faculty, Health Science; \$47,000; FT; benefits \$21,200; August 1, 2016; 9 month
  
    - 1.0 FTE Faculty, Molecular and Biomedical Sciences; \$47,000; FT; benefits \$21,200; August 1, 2016; 9 month
  
    - 1.0 FTE Faculty, Agriculture; \$47,000; FT; benefits \$21,200; August 1, 2016; 9 month
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

No existing human resources will be redirected to this new effort. However, faculty are currently in place to provide General Education requirements related to the above degree programs. Student support services are also in place or are being developed for support of additional AA/AS programs.
  - c. List any additional operating funds and capital items needed.

\$3000 for operating funds related to each new position is being requested for establishment of new faculty lines and ongoing professional development.
3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.



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CWI is requesting ongoing funding for six (6) faculty lines for programmatic development in relation to accreditation standing and creating intentional pathways to related baccalaureate programs. Currently students seeking transfer into related four-year programs must declare Liberal Arts as a major at CWI which does not provide a well-articulated pathway. As a result, CWI has difficulty retaining these students through associate degree completion. Recruitment will provide a new customer base, but CWI will also be able to retain and complete more students by offering degree programs and a clearly defined pathway for new and current students. No changes will be made to fee structure; no grant awards are currently being sought for the funding of these programs or faculty lines.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Future students seeking Associate of Arts or Associate of Science degrees in these areas are being served by this request. Baccalaureate programs at Idaho four-year institutions are also being served by this request. If the request is not funded, CWI will rely on internal funding allocation for new full-time faculty positions which will impact the timeline for degree design and delivery.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: Community Colleges**  
 FUNCTION: College of Western Idaho  
 ACTIVITY: Strategic Initiative –  
 Intentional Advising

Agency No.: 505  
 Function No.: 07  
 Activity No.:

FY 2017 Request  
 Page 1 of 5 Pages  
 Original Submission X or  
 Revision No. \_\_\_\_

A: Decision Unit No: <b>12.02</b>		Title: <b>Intentional Advising</b>			Priority Ranking 2 of 5
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	13.00				13.00
PERSONNEL COSTS:					
1. Salaries	446,000				446,000
2. Benefits	240,300				240,300
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	686,300				686,300
OPERATING EXPENDITURES by summary object:					
1. Ongoing professional development	39,000				39,000
2. Travel	10,000				10,000
TOTAL OPERATING EXPENDITURES:	49,000				49,000
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>735,300</b>				<b>735,300</b>

**Supports institution/agency and Board strategic plans:**

**SBOE Goal 1, Objective B**

Idaho SBOE identifies a **well-educated citizenry** as a strategic goal by increasing the educational attainment of all Idahoans through participation and retention in Idaho's educational system.

**CWI Institutional Priority 1, Objectives 1, 2, and 3**

CWI values its students and is committed to supporting their success (in reaching their educational and/or career goals). **Student success** is College of Western Idaho's first institutional priority with the objective of improving student retention, persistence (objective 1), and degree completion (objective 2). CWI will provide support services that improve student success (objective 3).

***Performance Measure:***

**SBOE:** Relevant benchmarks include the percent of high school graduates who enroll in postsecondary institution within 12 months of graduation and the percent of Idahoans (ages 25-34) who have a college degree or certificate requiring one academic year or more of study.

**CWI:** Relevant performance measure includes improving course completion rates to 80% by 2019, improving semester-to-semester persistence rates to 80% (77% for first time college students) by 2019, improving annual retention rates to 55% by 2019, and granting 750 associate degrees annually by 2019.

**Description:**

Intent: To increase Associate of Arts (A.A.) and Associate of Science (A.S.) degree-seeking student retention, degree completion, and transfer.

*Advisors for Academic Programs*

CWI currently employs eight (8) Advisors, two (2) Sr. Advisors, and one (1) Director to serve over 10,000 A.A. and A.S. students annually. Currently, the advisor to student ratio is conservatively 1:1000. For this reason, many CWI students do not receive individual advising, but are provided large group advising and only as part of the orientation process. Increasing the number of the advising staff by 10 FTE would allow a more manageable ratio of approximately 1:500 and provide students with more intentional and individual advising from the point of admission through degree completion. These additional advisor positions will allow CWI to implement a proactive and engaging advising and intervention model to address student needs, provide just-in-time intervention when support services are needed, and extended support during their academic career.

*Coordinator, Behavioral Intervention*

This position would specialize in managing cases where students demonstrate behavior that is not conducive to their success or impedes the success of those around them. This position will provide expertise in intervention, assist in development and communication of protocol and processes related to conduct, and act as a liaison and support to instructional faculty.

*Licensed Professional Counselor*

CWI currently employs one LPC who acts as a crisis counselor for students who need resources and referrals to support agencies outside the college. This staff member currently serves as a resource to all students at the college. In order to provide greater access and immediacy to qualified personnel during, CWI requires an additional, appropriately credentialed staff member in this area.

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Student Success Communication Coordinator

Clear operational communication plan and workflow is critical to retaining students. This position would focus on operational communications from Enrollment and Student Services, such as:

- Communication related to students' progress through acquisition funnel
- Communication related to progress through certificate and degree programs
- General advising communications
- Compliance communications related to Title IX, FERPA, etc.
- Ensure accurate information for student navigation in catalog, online, myCWI, and student newsletters.

*Alignment with Complete College Idaho's Key Strategies and Complete College America's Guided Pathways to Success (GPS) Essential Components*

CCI Key Strategy

- ✓ *Strengthen the Pipeline*

GPS Essential Components

- ✓ *Intrusive, on-time advising*

Colleges can more effectively monitor student progress toward completion through a more structured student support system built around guided pathways. Innovations in technology allow student support to be targeted and customized to meet the needs of individual students. Early warning systems make it easy for institutions to track student performance in required courses and target interventions when and where they are most needed. For example, systems can automatically place a student on administrative hold and require a meeting with an advisor if a key milestone course in the student's major is not completed on schedule. Academic advisors can focus their attention almost exclusively on students most in need of services instead of spreading themselves over burdensome caseloads of all students.

<http://www.boardofed.idaho.gov/ccl.asp>

[www.completecollege.org/docs/GPS\\_Summary\\_FINAL.pdf](http://www.completecollege.org/docs/GPS_Summary_FINAL.pdf)

Outcomes:

1. Improved persistence and retention rates
2. Improved degree completion
3. Achieve advising caseload ratio of 1:500-600
4. Implement intentional advising model so serve more individual students
5. Decline in number of students who do not meet Satisfactory Academic Progress

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6. Provide greater consistency and higher accessibility to support services
7. Increase number of individual student contacts

**Scalability:**

This request is at scale to serve current student enrollment at CWI. CWI's advising is at base-level staffing and the advising model is currently based on a "do what you can with what you have" approach, which does not serve students as well as community college advising should. Additional personnel would allow us to scale (either incrementally or in leaps) to a model of intentional advising. We can build to this over time and beyond this as enrollment numbers increase.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
    - 10.0 FTE Advisors, Academic Programs; \$33,000; FT; benefits \$18,200; July 1, 2016; 12 month
    - 1.0 FTE Coordinator, Behavioral Intervention; \$38,000; FT; benefits \$19,300; July 1, 2016; 12 month
    - 1.0 FTE Licensed Professional Counselor; \$40,000; FT; benefits \$19,700; July 1, 2016; 12 month
    - 1.0 FTE Student Success Communication Coordinator; \$38,000; FT; benefits \$19,300; July 1, 2016; 12 month
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Current advising staff (11 FTE) and LPC (1 FTE) will contribute to the new advising model. The positions requested in this line item will augment our advising services and allow the institution to move towards an intentional advising model.
  - c. List any additional operating funds and capital items needed.

\$3000 in ongoing operating funds per FTE will cover initial equipment for these positions and professional development. Due to CWI's distributed campus model and outreach efforts, \$1,000 in travel expense is requested to cover ongoing mileage costs.
3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

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These positions will serve current and future CWI students and addresses the college's efforts related to retention and completion which will have a positive revenue impact. CWI is not currently seeking grant funding for this initiative.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

These positions will serve current and future CWI students and addresses the college's efforts related to retention and completion. If this request is not funded, CWI will continue to create efficiencies in current processes with the staffing the college has available. We feel our current staffing model does not allow us to make a significant positive impact on student support beyond initial intake.

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**AGENCY: Community Colleges**  
 FUNCTION: College of Western Idaho  
 ACTIVITY: Strategic Initiative –  
 Educational Opportunity Program

Agency No.: 505  
 Function No.: 07  
 Activity No.:

FY 2017 Request  
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 Original Submission X or  
 Revision No. \_\_\_\_

A: Decision Unit No: <b>12.03</b>		Title: <b>Educational Opportunity Program</b>			Priority Ranking 3 of 5
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	9.00				9.00
PERSONNEL COSTS:					
1. Salaries	342,000				342,000
2. Benefits	173,700				173,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	515,700				515,700
OPERATING EXPENDITURES by summary object:					
1. Ongoing professional development	27,000				27,000
2. Travel	10,800				10,800
TOTAL OPERATING EXPENDITURES:	37,800				37,800
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>553,500</b>				<b>553,500</b>

**Supports institution/agency and Board strategic plans:**

**SBOE Goal 1, Objective B**

Idaho SBOE identifies a **well-educated citizenry** as a strategic goal by increasing the educational attainment of all Idahoans through participation and retention in Idaho's educational system.

**CWI Institutional Priority 1, Objectives 1, 2, and 3**

CWI values its students and is committed to supporting their success (in reaching their educational and/or career goals). **Student success** is College of Western Idaho's first institutional priority with the objective of improving student retention, persistence (objective 1), and degree completion (objective 2). CWI will provide support services that improve student success (objective 3).

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***Performance Measure:***

**SBOE:** Relevant benchmarks include the percent of high school graduates who enroll in postsecondary institution within 12 months of graduation and the percent of Idahoans (ages 25-34) who have a college degree or certificate requiring one academic year or more of study.

**CWI:** Relevant performance measure includes improving prospect to enrolled matriculation rate to meet or exceed 20% by 2019, improving course completion rates to 80% by 2019, improving semester-to-semester persistence rates to 80% (77% for first time college students) by 2019, improving annual retention rates to 55% by 2019, and granting 750 associate degrees annually by 2019.

**Description:**

Intent: The Educational Opportunity Program (EOP) is designed provide a pathway to college success for specific student populations. The EOP is intentionally designed to improve access, retention, success, and ultimate completion of certificate and degree programs.

**Director of Education Opportunity Program**

This position will oversee the strategic direction of EOP to include the efforts of the positions listed below, tracking and analysis of data and performance measures, and programmatic assessment, as well as program expansion to include additional special populations.

Coordinators are responsible for the outreach to, intake of, and advising of specific population pathways to success and college completion. Functions of these positions would include:

- Establishing a connection between high schools (or workplace or VA) to the college
- Enlist current CWI populations to create targeted recruiting messages
- Create peer mentor model
- Work closely with communication specialist to create webpage information and to eliminate information barriers
- Create and reward leadership opportunities
- Build an outreach and advising model that addresses the entire student lifecycle, including transfer or work placement preparation
- Supervise a community of advisors who are assigned to a specific pathway

Coordinator, Hispanic Pathway

CWI serves approximately 1400 Hispanic students annually in credit programs, and over 1000 more in Basic Skills Education. CWI will create the first Hispanic

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Pathway Coordinator in FY16 to launch this learning community pilot. CWI aspires to become a Hispanic serving institution affiliated with Hispanic Association of Colleges and Universities, which requires members to serve a student population of 25% Hispanic students. These coordinator positions will be integral in expanding Hispanic outreach and support and will have a focused responsibility for recruitment and matriculation of Hispanic students into certificate and degree pathways. Additionally, these positions will help implement educational outreach to the Hispanic community to address cultural attitudes and orientations toward higher education that are specific to this population of future students and their families. These positions will also provide advising and resource guidance necessary for student success along certificate or degree pathway.

<http://cwidaho.cc/info/facts-glance>

**Outcomes:**

1. Increase CWI's Hispanic student population to a rate that is more reflective of our service area demographics
2. Address college readiness barriers, and provide intentional advising through students' educational experience to increase retention, persistence, and completion rates
3. Improve completion rate of Hispanic students.

**Scalability:**

This effort will be implemented on a small scale with pilot school districts before being expanded throughout Canyon County and eventually to CWI's ten-county service area.

**Coordinator, First Generation Pathway**

Students whose parents never attended college are less likely to take college prep courses in high school, discuss college with their parents, and apply to college at all. According to the National Center for Education Statistics, first-generation students consistently take fewer classes, complete fewer classes, and earn lower grades than their classmates whose parents attended college. As a result, they're less likely to graduate. It is critical to locate these potential students early in their high school career and guide them towards advanced learning opportunities prior to high school graduation, offer them special assistance in applying for college and financial aid, and provide ongoing support services during their college career. This intentional effort has potential to increase student enrollment, retention, and completion. CWI's efforts in this area focus on improving Idaho's go-on rate and 60% goal.

**Outcomes:**

1. Increase CWI's first generation student population
2. Engage in early, targeted recruitment and provide assistance to first generation students transitioning from high school to college

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3. Address college readiness barriers, and provide intentional advising through students' educational experience to increase retention, persistence, and completion rates
4. Improve completion rate of first generation students.

Scalability:

This effort will be implemented on a small scale with pilot school districts before being expanded throughout Canyon County and eventually to CWI's ten-county service area.

Coordinator, Veteran Pathway

CWI serves over 600 veterans. Veteran assistance is of a specialized nature that requires awareness of veteran benefits, credit load, and course-taking restrictions related to funding. CWI seeks to establish a Veteran Services Center with advising and support services for this specialized population of students.

Outcomes:

1. Establish Veteran Services Center with well-trained staff who specialize in veteran assistance
2. Improve complete rate of veterans.

Coordinator, Workforce-to-College Pathway

CWI's Voluntary Framework of Accountability reporting reveals 44% of the college's student population is 25 or older; 34% is 30 years or older. Many of these adult students are returning to college with workplace experiences and learning. The Council for Adult and Experiential Learning (CAEL) suggests, "When people receive college credit for what they have learned from life and work experiences, they earn their degrees and credentials faster, saving money on tuition. They also learn the value of their experience, which gives them confidence to complete their degrees." The Coordinator for Prior Learning Assessment (PLA) will lead CWI's efforts to implement a process for assessing prior learning, specifically the portfolio assessment approach. This effort will not only assist in the recruitment of new adult students, but will help bridge non-credit workforce training to credit programs. The PLA initiative also aligns with Idaho's 60% goal.

<http://vfa.aacc.nche.edu/collegefinder/Pages/Profile.aspx?VFAID=73298>

<http://www.cael.org/what-we-do/prior-learning-assessment>

Outcomes:

1. Develop appropriate, competency-based assessments for prior learning.
2. Implement process for assessing prior learning.
3. Create recruitment around workplace-to-college opportunities.
4. Increase number of competency-based credits for prior learning CWI awards.
5. Develop plan for bridging non-credit to credit program matriculation.

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Scalability:

Initially, a pilot for PLA might be limited to specific courses or to bridge specific programs and then expanded.

Coordinator, Honors Program

High-level learners should be provided opportunities for intellectual growth and advanced learning that are appropriately aligned with their learning level. An Honors Program addresses this need and further reinforces the mission of the community college: to provide educational access and opportunities for students at all learning levels. As Kisker and Outcalt (2005) point out,

Honors and developmental courses are significant for two reasons. First, they represent the “bookends” of the community college curriculum and, as such, provide an understanding of the range of courses offered at community colleges. Perhaps even more importantly, developmental and honors programs form highly important links between community colleges and other types of educational institutions. (p. 1)

An Honors Program Coordinator would be responsible for the outreach to, intake of, and advising of Honors students, as well as to direct the programmatic elements related to Honors courses, faculty application and approval process, and programmatic assessment.

Kisker, C. and C. Outcalt. (2005). Community college honors and developmental faculty: Characteristics, practices, and implications for access and educational equity. *Community College Review*, 33 (2), 1-21.

<http://www.boardofed.idaho.gov/cci.asp>

[www.completecollege.org/docs/GPS\\_Summary\\_FINAL.pdf](http://www.completecollege.org/docs/GPS_Summary_FINAL.pdf)

Outcomes:

1. Establish Honors Program for high-level learners
2. Increase leadership and high profile opportunities for honors students (e.g., conference presentations, coordination of community events, membership in national programs, etc.)
3. Increase completion and transfer rate of honors students to four-year Honors Programs

Educational Opportunity Program Scalability:

CWI has identified the additional populations for which it intends to develop specialized outreach and pathways to college:

- Refugees
- Prior offenders (Criminal Justice Reinvestment)

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- Transfer students (to CWI from other higher ed institutions)
- High school students with advanced learning opportunity credits

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
  
2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
    - 1.0 FTE Director, Educational Opportunities Program; \$38,000; FT; benefits \$19,300; July 1, 2016; 12 month (total: \$57,300)
    - 2.0 FTE Coordinators, Hispanic Pathway; \$38,000; FT; benefits \$19,300; July 1, 2016; 12 month (total: \$114,600)
    - 2.0 FTE Coordinators, First Generation Pathway; \$38,000; FT; benefits \$19,300; July 1, 2016; 12 month (total: \$114,600)
    - 2.0 FTE Coordinators, Veteran Pathway; \$38,000; FT; benefits \$19,300; July 1, 2016; 12 month (total: \$114,600)
    - 1.0 FTE Coordinator, Prior Learning Assessment; \$38,000; FT; benefits \$19,300; July 1, 2016; 12 month (total: \$57,300)
    - 1.0 FTE Coordinator, Honors Program; \$38,000; FT; benefits \$19,300; July 1, 2016; 12 month (total: \$57,300)
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Hispanic Pathway: one full-time coordinator to launch pilot in FY16 after which CWI hopes to scale this project for higher impact and broader outreach
  - c. List any additional operating funds and capital items needed.

\$3000 in ongoing operating funds per FTE will cover initial equipment for these positions and professional development. Due to CWI's distributed campus model and outreach efforts, \$1,200 in travel expense is requested to cover ongoing mileage costs.
  
3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

These positions are designed to increase student enrollment and ongoing retention of special populations which will have a positive impact on the College's tuition revenue. CWI is currently seeking grant funding for a Veteran Services Center.
  
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

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These positions are designed to provide specialized support for assisting specific populations of students. Those affected include a large population of Hispanic and first generation students in CWI's service area and throughout Idaho. Also affected are current and future veterans and students returning to college from the workforce. CWI also intends to develop a reputation for programs aimed at serving high level learners and poising itself as an institution that provides transformative learning opportunities for all. Expected impact is an increase in the number of students served in each population group, higher retention, and a higher rate of completion year-over-year.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: Community Colleges**  
 FUNCTION: College of Western Idaho  
 ACTIVITY: Strategic Initiative – Data

Agency No.: 505  
 Function No.: 07  
 Activity No.:

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A: Decision Unit No: <b>12.04</b>		Title: <b>Data, IR, CCI and VFA</b>			Priority Ranking 4 of 5
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	1.00				1.00
PERSONNEL COSTS:					
1. Salaries	45,000				45,000
2. Benefits	20,700				20,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	65,700				65,700
OPERATING EXPENDITURES by summary object:					
1. Ongoing professional development	3,000				3,000
2. Travel	3,000				3,000
TOTAL OPERATING EXPENDITURES:	6,000				6,000
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>71,700</b>				<b>71,700</b>

**Supports institution/agency and Board strategic plans:**

College of Western Idaho Strategic Plan

Goal 1 - Objective 1, 3, & 4; Goal 4 – Objective 1

State Board of Education Strategic Plan

Goal 1 – Objective A, B, & C; Goal 3 – Objective A & B

**Description:**

This is a position to support data collection, analysis, and reporting in support of the State of Idaho Complete College America/Complete College Idaho initiative, Voluntary Framework of Accountability (VFA), Gainful Employment, Professional Technical data

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collection and reporting, Integrated Postsecondary Education Data System, Statewide Longitudinal Data System, and other state and federal data requirements.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
  - a. This is a request for a single full-time position to support institutional research/institutional effectiveness functions. This would be a third position in addition to two current full-time filled positions.
  
2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
    - i. Data & Information Analyst; non-classified (exempt) position; full-time; benefit eligible; anticipated hire date 7/1/2016; permanent position.
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
    - i. No existing resources will be redirected to this effort
  - c. List any additional operating funds and capital items needed.
    - i. \$3,000 in ongoing operating funds for basic office needs (e.g. copying, supplies) and training expenses. \$3,000 in ongoing travel expense.
  
3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.
  - a. As a new FTE, this position would be state funded (Salary, O&E, Capital)
  
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?
  - a. This position would serve the campus community (internal customers) as well as state and federal agencies (e.g. State Board of Education, Division of Professional Technical Education, US Department of Education) through data collection, analysis, and reporting. Given the scope of current and future data requests, not filling this position causes potential delays and/or missed deadlines of time-critical state and federal reporting requirements.

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**AGENCY: Community Colleges**  
 FUNCTION: College of Western Idaho  
 ACTIVITY: Strategic Initiative – Prior  
 Years Unfunded Enrollment

Agency No.: 505  
 Function No.: 07  
 Activity No.:

FY 2017 Request  
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A: Decision Unit No: <b>12.05</b>		Title: <b>Prior Years Unfunded Enrollment</b>			Priority Ranking 5 of 5
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	10.00				10.00
PERSONNEL COSTS:					
1. Salaries	500,000				500,000
2. Benefits	217,000				217,000
3. Group Position Funding	632,500				632,500
<b>TOTAL PERSONNEL COSTS:</b>	<b>1,349,500</b>				<b>1,349,500</b>
OPERATING EXPENDITURES <b>by summary object:</b>					
1. Ongoing professional development	440,500				440,500
2. Travel	10,000				10,000
<b>TOTAL OPERATING EXPENDITURES:</b>	<b>450,500</b>				<b>450,500</b>
CAPITAL OUTLAY <b>by summary object:</b>					
1.					
<b>TOTAL CAPITAL OUTLAY:</b>					
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>1,800,000</b>				<b>1,800,000</b>

**Supports institution/agency and Board strategic plans:**

This request is connected to the CWI strategic plan's goals as follows:

**Institutional Priority 1: Student Success;**

Objective 3: CWI will provide support services that improve student success.

Objective 4: CWI will develop educational pathways and services to improve accessibility.

**Institutional Priority 2: Employee Success;**

Objective 1: Employees will have resources, information and other support to be successful in their roles.

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Objective 2: CWI will provide employees with professional development, training and learning opportunities.

**Institutional Priority 3: Fiscal Stability;**

Objective 3: CWI will work to maintain and enhance its facilities and technology and actively plan for future space and technology needs.

**Institutional Priority 4: Community Connections;**

Objective 2: CWI engages in educational, cultural and organizational activities that enrich our community.

Objective 3: Expand CWI's community connections within its service area.

Having sufficient funding per Academic FTE will allow CWI to achieve these objectives.

*Performance Measure:*

The College of Western Idaho will have the following outcomes to showcase the performance of each priority/goal with sufficient funding per Academic FTE:

**Student Success:** Increased completion and retention rates will result if CWI develops those services that will allow students to meet their full potential while also providing pathways to move further in their education and career goals. CWI will be better able to bridge the gap to make transitioning to 4 year institutions more seamless for the students.

**Employee Success:** Having more resources and training will help CWI employees be more successful in their roles and to facilitate easier access to those resources for all employees, much as CWI has done for the student population.

**Fiscal Stability:** CWI will be better able to upgrade its facilities and technology in a proactive manner to meet the ever changing needs within the marketplace for higher skills, which in turn, makes CWI the institution that stands out from the crowd and is better equipped to handle the needs of our community. By maintaining and improving the infrastructure, CWI will be prepared for any future growth and needs of the region.

**Community Connections:** CWI will have the ability (staff and infrastructure) to better engage the community and participate in activities that showcase the value of an education at CWI, which reinforces the need and support for the College with our community partners, both current and potential.

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**Description:**

This request is being submitted to allow CWI to be funded at the same amount per academic full time equivalent (SFTE) student as North Idaho College (NIC) and the College of Southern Idaho (CSI).

Please see attached enrollment calculation spreadsheet for details regarding actual calculation methodology. Note: This request is for only a *portion* of the unfunded enrollment.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

CWI requests support for prior year (FY 2012, 2013, 2014 & 2015) unfunded enrollment in FY 2017.

2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
  - c. List any additional operating funds and capital items needed.

If this request is approved, CWI would first consider the hiring of instructional faculty and/or staff. The ratio of full- to part-time (adjunct) would be determined based upon the amount appropriated. Remaining funds would be used for Operating Expenses at the college, primarily infrastructure (Facilities, utilities, and information technology) related, as determined by enrollment circumstances.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

All funds requested are Ongoing.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Existing and new students will be served with this request. Not funding this request will cause difficulties in meeting community expectations for an open access community college.

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**AGENCY: Health Programs**  
**FUNCTION: WWAMI Medical Education**

Agency No.: 515

FY 2017 Request

Function No.: 02

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 Original Submission X or  
 Revision No. \_\_\_

ACTIVITY: Strategic Initiative

Activity No.:

A: Decision Unit No: <b>12.02</b>		Title: <b>Year 1 Five Additional Seats</b>			Priority Ranking 2 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.0	0.50			1.50
PERSONNEL COSTS:					
1. Salaries	\$108,800	\$54,400			\$163,200
2. Benefits	34,300	17,100			51,400
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$143,100	\$71,500			\$214,600
OPERATING EXPENDITURES by summary object:					
1. Operating Expenses	\$47,800				\$47,800
TOTAL OPERATING EXPENDITURES:	\$47,800				\$47,800
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$190,900</b>	<b>\$71,500</b>			<b>\$262,400</b>

**Supports institution/agency and Board strategic plans:**

Goal I: A WELL EDUCATED CITIZENRY – Continuously improve access to medical education for individuals of all backgrounds, ages, abilities and economic means.

Objective A: Access – (SBOE) Set policy and advocate for increasing access; (WWAMI) recruit a strong medical student applicant pool for Idaho.

- *Performance Measure: the number of Idaho WWAMI medical school applicants per year, the number of funded medical student positions per year, and the ratio of Idaho applicants per funded medical student position.*

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Objective B: Transition to Workforce – Maintain a high rate of return for Idaho WWAMI graduate physicians who choose to practice medicine in Idaho.

- *Performance Measure: Cumulative Idaho WWAMI return rate for graduates who practice medicine in Idaho.*

**GOAL 3. EFFECTIVE AND EFFICIENT DELIVERY SYSTEMS –** Deliver medical education, training, research, and service in a manner which makes efficient use of resources and contributes to the successful completion of our medical education goals for Idaho.

Objective A: Increase medical student early interest in rural and primary care practice in Idaho.

- *Performance measure: the number of WWAMI rural summer training placements in Idaho each year.*

Objective B: Increase medical student participation in Idaho clinical rotations (clerkships) as a part of their medical education.

- *Performance measure: the number of WWAMI medical students completing clerkships in Idaho each year.*

Objective C: Support and maintain interest in primary care medicine for medical career choice.

- *Performance measure: Percent of Idaho WWAMI graduates choosing primary care specialties for residency training each year.*

**Description:**

This new program request is for five (5) additional positions for medical students in the Idaho WWAMI program, beginning in FY17. With the transition of twenty WSU-based WWAMI students to Spokane in FY15, the Idaho WWAMI program has capacity for additional students; additionally, because of curriculum renewal, the University of Washington School of Medicine has increased capacity for the total number of medical students. Therefore, in an effort to increase the opportunity of the sons and daughters of Idaho citizens to attend a prestigious, highly ranked medical school and to potentially increase the number of physicians providing medical services in the state of Idaho in a timely manner, this request is to increase the incoming class of WWAMI students in the fall of 2016 to a total of forty (40).

To accomplish these goals and objectives, the Idaho WWAMI program needs to be authorized and funded to admit five additional students (new entering class total of 40 Idaho WWAMI students, fall 2016). This funding would come from general appropriations and dedicated funds derived from WWAMI tuition received by the



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University of Idaho. Specifically, new program costs are provided on page 1 of this request and would include:

1. A request to add one and a half (1.5) FTEs for faculty positions to implement curriculum renewal. This would take the form of three 0.5 FTE appointments; 1.0 FTE (two 0.5 FTE appointments) would be funded from general allocation and 0.5 FTE would be derived from dedicated funds.
2. Operating expenses for educating the five additional medical students, including anatomy supplies and equipment, study resources, clinical instruction, and other program costs.

The FTE increase is requested to implement the instruction of additional subject areas of the renewed curriculum. In addition to personnel requirements, an expansion in medical student enrollment would require a modest increase in operating expenses for teaching these additional students.

This request for increased WWAMI medical student positions would be an ongoing request. It requires a commitment to not only increased funding and medical students in year 1 (FY16), but also ongoing commitments in years 2, 3, and 4 of medical school, with proportional costs in each of those years, as students move successfully through medical school toward graduation. Idaho WWAMI is currently at 35 students per year, or 140 total students in medical school. This request requires the addition of 5 students in the entering classes of FY17, FY18, FY19, and FY20 or 40 students per year, for a total of 160 Idaho WWAMI students enrolled in medical school by FY20 (Fall 2019). This initial request is relatively small. The ongoing commitment to medical education, growing the Idaho WWAMI total medical school enrollment from 140 to 160 students, is necessary for the future of Idaho communities.

This request also supports the recommendations of the State Board of Education's Medical Education Subcommittee from January, 2009; specifically, recommendations #2 (increased WWAMI students), #5 (admissions selection for rural and primary care interests), and #6 (insuring rural training rotations in Idaho as a part of students' program).

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**AGENCY: Health Education Programs**  
 FUNCTION: University of Utah  
 Medical Education Program

Agency No.: 515

FY 2017 Request

Function No.:

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ACTIVITY: Strategic Initiative

Activity No.:

A: Decision Unit No: <b>12.03</b>		Title: <b>Year 1 Two Additional Seats</b>			Priority Ranking 3 of 3	
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>	
FULL TIME POSITIONS (FTP)						
PERSONNEL COSTS:						
1. Salaries						
2. Benefits						
3. Group Position Funding						
TOTAL PERSONNEL COSTS:						
OPERATING EXPENDITURES by summary object:						
1. Operating Expenses						
TOTAL OPERATING EXPENDITURES:						
CAPITAL OUTLAY by summary object:						
1.						
TOTAL CAPITAL OUTLAY:						
T/B PAYMENTS:	\$83,000				\$83,000	
LUMP SUM:						
<b>GRAND TOTAL</b>	<b>\$83,000</b>				<b>\$83,000</b>	

**Supports institution/agency and Board strategic plans:**

Goal I: A WELL EDUCATED CITIZENRY – Continuously improve access to medical education for individuals of all backgrounds, ages, abilities and economic means.

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

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Description:

This request is for two (2) additional positions for medical students in the University of Utah School of Medicine (UUSOM) program, beginning in FY17. This request would increase the incoming class of UUSOM students in the fall of 2016 to a total of ten (10).

This request supports the recommendations of the State Board of Education's Medical Education Subcommittee from January, 2009. Specifically, recommendation #3: "Expand the total number of medical seats for Idaho sponsored students to between 60 to 90 per year (an aggregate total of 240 to 360) as soon as practicable through partnerships with WWAMI, WICHE, University of Utah, osteopathic schools and other medical schools."

The last time Idaho UUSOM seats were expanded was in FY2002, with an increase from 6 to 8 seats per year.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This is a request for two additional UUSOM seats in the amount of \$83,000 in Trustee & Benefits. It would require a commitment to not only increased funding and medical students in year one (FY17), but also ongoing commitments in years 2, 3, and 4 of medical school, with proportional costs in each of those years, as students move successfully through medical school toward graduation.

Idaho's cooperative agreement with UUSOM is currently at 8 students per year or 32 total medical school students. FY16 base funding is \$1,356,000 (fund source is 100% General Funds). This request would add two students in the entering classes of FY17, FY18, FY19, and FY20 or 10 students per year, for a total of 40 Idaho UUSOM students enrolled in medical school by FY20 (Fall 2019).

This initial request is relatively small. The ongoing commitment to medical education, growing the Idaho WWAMI total medical school enrollment from 32 to 40 students, is necessary for the future of Idaho communities.

2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.  
No FTE are associated with this budget.
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.  
None.
  - c. List any additional operating funds and capital items needed.  
None.

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3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

This request would require ongoing General Funds.

Each year the contract price for all UUSOM seats increases by an amount which is equal to the increase in the Higher Education Cost Adjustment (HECA) index published for the most recently available preceding academic year.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

All Idahoans would benefit from increasing the state's physician workforce. Consider the following statistics

Per 100k population, Idaho currently ranks:

- 47th in nation for active primary care physicians
- 49th in nation for total active physicians

Source: *AAMC 2013 State Physician Workforce Data Book*

Idaho has an aging physician workforce

- 24.6% of Idaho physicians are over age 60

96% of Idaho is a federally designated Health Professional Shortage Area for primary care.

In addition, the return on investment in terms of the economic impact of physicians in Idaho is significant:

**Table 1: Total Output, Jobs, Wages & Benefits, and State and Local Taxes Supported by Physicians in Idaho, 2012**

Economic Measure	Total	Per Physician
Number of Physicians	2,708	-
Output	\$3.6 billion	\$1,317,291
Jobs	27,095	10.01
Wages & Benefits	\$2,086.6 million	\$770,524
State and Local Taxes	\$132.7 million	\$48,997

Source: *The Economic Impact of Physicians in Idaho, State Report March 2014*

<http://www.idmed.org/IDAHO/images/idahodocuments/Home%20Page/IDEconImpactStudy.pdf>

Another way to look at ROI is to consider how many UUSOM graduates are practicing in Idaho. As of November 2014, the UUSOM Alumni Office reported the following estimated numbers for graduates practicing medicine in Idaho:

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Estimated Idaho Sponsored Students (1953-2014)	267
Medical School Graduates practicing in Idaho	207
Resident Graduates practicing in Idaho	54
Total	<hr/> 261

The national average for active physicians who graduated from an in-state public medical school and are practicing in-state is 46.8%.\* Given that Idaho has sponsored a total of approximately 267 students at UUSOM since the inception of the contract in 1953, the fact that there are 261 UUSOM graduates currently practicing in Idaho shows that Idaho is clearly a net importer of UUSOM trained physicians.

\* Source: *AAMC 2013 State Physician Workforce Data Book*

If this request is not funded, Idaho will increasingly rely upon the WWAMI program to meet the need for more physicians.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: Health Programs**  
**FUNCTION: Kootenai Health FMR**  
**ACTIVITY:**

Agency No.: 501  
 Function No.:  
 Activity No.:

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A: Decision Unit No: <b>12.01</b>		Title: <b>Residency Build-out</b>			Priority Ranking 1 of 3
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	\$180,000				\$180,000
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$180,000</b>				<b>\$180,000</b>

**Supports institution/agency and Board strategic plans:**

**Goal 1, Objective D:** Improve the ability of the educational system to meet educational needs and allow efficient and effective transition into the workforce.

Expanding graduate medical education (GME/residency) training in Idaho has been identified as an educational and funding priority in the State of Idaho: the state-funded MGT Medical Education Study (11/1/07), the Idaho Medical Association (8/10/08, 8/1/13), the Legislative Medical Education Interim Committee (11/12/08, 8/1/13), and the State Board of Education (1/26/09). The State Board of Education rank ordered ten recommendations towards expansion of medical education (1/26/09). The first of these recommendations was to “expand the development of graduate medical education (residency programs) opportunities in the State of Idaho focusing on primary care and rural practice.”

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**Description:**

Kootenai Health Family Medicine Coeur d'Alene Residency (KFMR) will be in the continued startup phase of our Family Medicine Residency program, in the 3rd year operations for FY 2017. The program started-up in July 2014, with 6 R1 first year residents, followed by another 6 R1 first years residents in July 2015. Next year a final six residents will be added to attain the full complement of 6 R1's, 6 R2's and 6 R3's totaling 18 residents, each to complete the full three years residency training program.

The focus of this program is to train rural family physicians for Idaho. Kootenai Health, a community owned and operated health care entity has invested significant resources into this project of developing a family medicine residency program. Kootenai Health is requesting additional support funds, through the Idaho State Board of Education, from the Idaho Legislature.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The need stated is based upon the additional costs which we will encounter related to training our residents in urban and in rural settings, preparing them to be fully functioning family physicians.

Residents must be sent to Spokane for more intense pediatric training at Providence Sacred Heart Children's Hospital, due to fact that regionally the more severely ill and injured children are transferred there for the more intense treatment needed. Specific costs encountered relate to the loss of federal Graduate Medical Education support dollars and to revenues lost, in their absence from our clinic patient care operations. Each resident will spend a total of 12 weeks in Spokane.

In addition, residents are sent to rural communities in North Idaho. Specific costs related to that experience include travel, place of residence in that community for 4 week blocks, and to specific revenues lost in our clinic patient care operations, in the absence of that resident.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

N/A

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

N/A

- c. List any additional operating funds and capital items needed.

N/A



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3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

**Projected expenses and revenues for FY 2017**

- *Kootenai Health ongoing annual investment:* TBD by August Board meeting
- *Federal Revenues:* TBD by August Board meeting
- *Family Medicine Center clinical revenues:* TBD by August Board meeting
- *State Appropriation (FY16):* \$380,000 (ongoing)
- *State Appropriations Request (FY17):* \$180,000 (ongoing)

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

KMFR is specifically targeting the primary care physician shortage which exists in North Idaho and secondarily targeting the fact the State of Idaho is experiencing a significant physician manpower shortage, which will definitely become more acute over the next 5 to 10 years. The State of Idaho currently ranks number 49/50 in the state's number of physicians per capita. It is projected that within 5 to 7 years, approximately 20 of the present 30 family physicians in the Kootenai County region will retire. In the state of Idaho it is projected that approximately 50% of the currently practicing family physicians will retire within the next 7 to 10 years. National research projects a 60,000 family physician shortage in the United States by the year 2020.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

N/A

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: Special Programs**  
FUNCTION: Forest Utilization  
Research (FUR)

Agency No.: 516

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ACTIVITY: Strategic Initiatives

Activity No.:

A: Decision Unit No: <b>12.01</b>		Title: <b>FUR- Research Scientist</b>			Priority Ranking 1 of 3
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	1				1
PERSONNEL COSTS:					
1. Salaries	\$56,400				\$56,400
2. Benefits(\$11,200 + 20.2% base)	22,600				22,600
3. Group Position Funding					
<b>TOTAL PERSONNEL COSTS:</b>	<b>\$79,000</b>				<b>\$79,000</b>
OPERATING EXPENDITURES by <b>summary object:</b>					
1. Travel	\$3,000				\$3,000
2. Operating	2,000				2,000
<b>TOTAL OPERATING EXPENDITURES:</b>	<b>\$5,000</b>				<b>\$5,000</b>
CAPITAL OUTLAY by <b>summary object:</b>					
1. PC and workstation	\$3,000				\$3,000
<b>TOTAL CAPITAL OUTLAY:</b>	<b>\$3,000</b>				<b>\$3,000</b>
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$87,000</b>				<b>\$87,000</b>

**Supports institution/agency and Board strategic plans:**

**Goal 1, Objective A.** One objective of FUR is to provide unbiased data and analysis to natural resource industries statewide through the Policy Analysis Group. The College of Natural Resources has provided analysis for more than 20 years and has proven the worthiness of this resource. But there has been no capacity for economic study nor primary data collection. This was partially rectified in FY16 with creation of and funding for an economist. To further improve PAG's effectiveness, human capital is needed to support the economist with primary data collection and analysis, allowing for PAG to provide the best service possible. By funding a Research Scientist who is tasked with data collection and analysis, disciplinary and interdisciplinary scholarship will be improved—faculty and students will have more resources and more research can be

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done by leveraging FUR dollars to access non-FUR dollars. Stakeholder engagement will increase both through research opportunities and tech transfer. Data from research, whether institutional or collaborative, will aid natural resource agencies and industries statewide as management decision are made.

*Performance Measure:* This will be measurable over time as more current and relevant data collection and analysis improves best management practices and increases natural resource's economic impact on the state. It is also measurable by an increase in non-FUR dollars acquired through leveraging FUR dollars.

**Goal 1, Objective B:** As a land-grant university, our mission includes providing relevant scholarly activity to the people of the state. In the College, that scholarly activity includes relevant analysis of data as it relates to natural resources. The College does not currently have the capacity to track economic activity and collect economic data in a comprehensive way. With the funding of an economist in FY16, the Policy Analysis Group has the ability to provide better economic information to researchers, stakeholders, legislators and the citizens of the state. Building capacity to provide the economist and other PAG staff with current and meaningful data will improve timeliness and relevancy of this information.

*Performance Measure:* This is measurable by the number of projects and total research dollars of the College in the period following this request. It is also measured by the number of data collection and analysis requests answered by PAG.

**Goal 2, Objective A:** PAG provides policy reports to a variety of entities, including the university, private industry and state government. By having a base of relevant economic data, PAG will be a greater resource for scholarly activity across the campus, industry and its related organizations such as the Idaho Forest Products Commission and the Idaho Range Commission, and state government. Stakeholders would benefit from ready access to data and analysis specific to items of high economic interest, including forest management, rangeland, Sage-grouse, wildfires and biofuels. The College can increase its already extensive involvement in all of these natural resource areas by having a Research Scientist in place.

*Performance Measure:* Stakeholder engagement, requests for data and analysis, volume of workshops and other structured outreach efforts will be the measure.

**Goal 3, Objective A:** By growing the research capacity and outreach potential of PAG, more opportunities will emerge to leverage FUR dollars for research. Student engagement, opportunities for undergraduate and graduate research and engagement with stakeholders will increase. Research on topics related to wildfire, forest management, rangeland, Sage-grouse, biofuels, oil and natural gas, and other natural resources will impact the economic stability and potential growth of Idaho.

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*Performance Measure:* This is measured by the number of students involved in FUR-based or FUR-leveraged research and the subsequent industry and stakeholder engagement that comes from research partners.

**Description:**

**Advancing natural resource economics research at the University of Idaho by investing in human resources.**

Idaho's natural resources provide a wide variety of goods and services including timber, livestock forage, wildlife habitat, water resources, recreation opportunities, open space, as well as ecosystem services such as water purification and carbon sequestration. Forests and rangelands are vital to Idaho's economy, and the ability to serve current and future generations will be influenced by our understanding of and accounting for the contribution of forests and rangelands to our economy. FUR provides research, policy study and teaching beyond the scope of the college's traditional budget. PAG is one element of FUR, and is a state-mandated obligation of the College of Natural Resources. For more than 20 years PAG has provided policy reports to others at the university, stakeholders, industry, agencies and government. While policy papers have proven beneficial, there is no capacity to fully develop this service to include economic tracking and analysis. FY16 brought partial remedy of this shortcoming with funding for an economist. This service can be further enhanced with capacity to collect primary data and analyze natural resource economic value across the state. To date, the PAG's economic analyses have relied on secondary data sources that are typically older than desired. This research scientist position will provide the human capital necessary to systematically track the economic impact of natural resources to Idaho's economy in real time. It is vital to agencies and industries to have reliable estimates of the economic impact of wildfire, timber harvesting, grazing and water yield so they can plan their management and investment activities.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The College of Natural Resources is requesting \$86,992 in the Forest Utilization Research (FUR) budget to provide salary support, plus travel, operations, and capital equipment, for a new research scientist to enhance research capacity and document the importance of natural resources-based enterprises in Idaho's economy. These resources will enhance the capability of FUR programs to work with stakeholders and leverage additional funds from other non-state sources, both of which help strengthen traditional Idaho industries and rural communities that rely on the jobs from timber harvesting, grazing domestic livestock, and natural resource-based recreation industries. There is currently no capacity for this position.

2. What resources are necessary to implement this request?

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- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

The College of Natural Resources is requesting funds sufficient to salary and benefits support for a new research scientist.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

There will not be redirection.

- c. List any additional operating funds and capital items needed.

The request includes \$3,000 for travel, \$2,000 for operating expenses, and \$3,000 for capital equipment used to process data.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

Not applicable.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The new Research Scientist will directly serve professional managers and state and private owners of Idaho forest and rangelands. Rural communities and outdoor recreation stakeholders in Idaho will benefit from understanding how economic enterprises generate income (payroll) and taxes and how economic activity will benefit rural communities, both directly (payroll and taxes) and indirectly (support roads, schools, and medical care). The position will also strengthen leverage for non-FUR dollars, benefitting faculty and students.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

This is our highest priority and is developed from a half-time analyst request not approved last year. It is complementary to FY16's highest priority, an economist, which was approved.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: Special Programs**  
FUNCTION: Forest Utilization  
Research (FUR)

Agency No.: 516

FY 2017 Request

Function No.: 01

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ACTIVITY: Strategic Initiatives

Activity No.:

<b>FUR- Sage-grouse habitat research and outreach initiative</b>					
A: Decision Unit No: <b>12.02</b>		Title: <b>and outreach initiative</b>		Priority Ranking 2 of 3	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.0				1.0
PERSONNEL COSTS:					
1. Salaries	\$30,000				\$30,000
2. Benefits(\$11,200 + 20.2% base)	17,300				17,300
3. Group Position Funding					
<b>TOTAL PERSONNEL COSTS:</b>	<b>\$47,300</b>				<b>\$47,300</b>
OPERATING EXPENDITURES <b>by summary object:</b>					
1. Operating	\$30,000				\$30,000
<b>TOTAL OPERATING EXPENDITURES:</b>	<b>\$30,000</b>				<b>\$30,000</b>
CAPITAL OUTLAY <b>by summary object:</b>					
<b>TOTAL CAPITAL OUTLAY:</b>					
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$77,300</b>				<b>\$77,300</b>

**Supports institution/agency and Board strategic plans:**

**Goal 1, Objective A.** Scholarly activity and constituent engagement are both necessary as the state continues to deal with sage-grouse habitat issues, especially those related directly to grazing. This funding would provide first for faculty and student involvement in field research of grazing impacts on sage-grouse habitat. Secondly, those faculty and students would engage with stakeholders through workshops and education and community engagement to help landowners and rural communities understand options related to conserving sage-grouse habitat.

*Performance Measure:* This is also measurable by an increase in non-FUR dollars acquired through leveraging FUR dollars. This is also measureable by number of

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workshops and community, industry and agency people directly impacted by education and outreach efforts.

**Goal 1, Objective B:** Engaging communities and statewide stakeholders in range and grazing issues is already an educational component of the Rangeland Center, funded by FUR. This further extension of that effort would engage undergraduate rangeland students in addressing stakeholder needs, giving real-world experience to our academic programming.

*Performance Measure:* This is measureable by the number of students engaged specifically in sage-grouse research, internships, education and outreach initiatives.

**Goal 2, Objective A:** Engagement with state agencies and private landowners is imperative to properly address and manage sage-grouse habitat related to rangeland management and grazing. Partnerships have already been established through the Rangeland Center, but enhancement of these, outreach to new stakeholders and specific partnerships relating specifically to the topic will provide the best results for management of our natural resources while considering economic impact.

*Performance Measure:* Stakeholder engagement, number of workshops and other structured outreach efforts will be the measure.

**Goal 3, Objective A:** The Rangeland Center is poised for education and outreach to landowners across the state. Its placement with the College of Natural Resources provides a natural link for integrated activities between the Center, landowners and students. This funding would enhance those relationships and provide for students to be involved directly with industry.

*Performance Measure:* This is measured by the number of students involved in FUR-based or FUR-leveraged research and the subsequent industry and stakeholder engagement that comes from research partners.

**Description:**

**Advancing natural resource economics research at the University of Idaho by investing in human resources.**

Sage-grouse could be the biggest influencer of rangeland and grazing management in the next decade. Understanding the relationships between grazing and sage-grouse habitat is vital as management decisions are made. This funding would provide dollars for research, outreach and education that will be leveraged to acquire non-FUR research dollars to study this important economic and environmental issue. This funding would also provide for a person, a communications and outreach assistant, to work directly on community and stakeholder communication, develop relevant written and web materials, video, organize workshops and educational opportunities as they directly relate to sage-grouse and grazing.



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**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The College of Natural Resources is requesting \$77,260 in the Forest Utilization Research (FUR) budget to provide salary support, benefits and operating expenses (including base research dollars) for research, outreach and communication of Sage-grouse habitat issues, especially those related directly to rangeland grazing and having a direct impact on the economic stability of Idaho's natural resource and agricultural industries.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

The College of Natural Resources is requesting funds sufficient to salary and benefits support a communications assistant.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

This position will be under the management of the college's Marketing and Communications Manager, thus providing management assets as well as technical assistance in developing materials and messaging.

- c. List any additional operating funds and capital items needed.

This request asks for \$30,000 as base research funding, to be leveraged, as well as basic funding for development of outreach assets, including handouts, educational materials and videos.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

Not applicable.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request is directly impact the rangeland owners of the state. Faculty and students are also primary beneficiaries. Secondly, all Idaho citizens will be affected by economic factors influenced by Sage-grouse habitat management decisions. If not funded, the College of Natural Resources will not have the capacity to engage stakeholders and conduct research at the level necessary to properly mitigate community and landowner concern and decision making with relevant research.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

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This is our second priority, positioned under an unfunded request from FY16. This is a new position to address current economic and natural resource management issues in the state.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: Special Programs**  
 FUNCTION: Forest Utilization  
 Research (FUR)

Agency No.: 516

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ACTIVITY: Strategic Initiatives

Activity No.:

A: Decision Unit No: <b>12.03</b>		Title: <b>FUR-Capital Equipment Request</b>			Priority Ranking 3 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Travel					
2. Operating					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. CAT 305.5 compact excavator	\$88,500				\$88,500
TOTAL CAPITAL OUTLAY:	\$88,500				\$88,500
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$88,500				\$88,500

**Supports institution/agency and Board strategic plans:**

One of three FUR goals is teaching and learning. The University of Idaho Experimental Forest is a classroom and workplace for the students in the College of Natural Resources. Here they get hands-on field experience learning and working in forestry as part of their undergraduate education. Providing industry-quality machinery is necessary to properly prepare students for employment. The request for a CAT 305.5 compact excavator with a brushing and stumping / reforestation head attachments provides for three important functions for student forestry work:

1. **Reforestation** Clearing brush to successfully regenerate stands and difficult sites in the Forest Regeneration and Silviculture classes, and for research to improve reforestation.

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2. **Fire:** Piling slash and digging fireline for the FOR 427 Prescribed Burning Lab class, wildland fire research, and fire suppression on the UI-CNR Experimental Forest.
  
3. **Best Management Practices:** Improving roads, replacing culverts, and developing new Best Management Practices to protect water quality in forestry activities on the UI-CNR Experimental Forest.

**Description:**

The University of Idaho Experimental Forest has one tractor with a backhoe mounted, but it is no longer safe nor usable. The excavator used on forest is subcontracted, as are many other activities that require heavy machinery. . To best serve our students and researchers and to manage the forest, it is most effective to build our own inventory of heavy machinery. Teaching current management techniques and logging systems requires modern machinery on site. This hands-on education will help train professionals who will contribute to Idaho's forest products economy.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The College of Natural Resources is requesting a one-time capital outlay of \$88,477.20 for equipment to aid in relevant and employable training, scholarly activity and on-site sustainability practices.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

None

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

N/A

- c. List any additional operating funds and capital items needed.

The request is for capital equipment in the form of an excavator.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

N/A

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4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Students and faculty of CNR directly benefit from this funding through the use of industry-standard equipment for the best training in proper reforestation techniques, site prep and road building and water quality management. Scholarly activity will be enhanced through use of industry-standard equipment. That activity, in turn, benefits the natural resource industry statewide through scientific discovery, tech transfer and applied forest management skills.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

This is priority three of three.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: Special Programs**  
 FUNCTION: Idaho Geological Survey  
 ACTIVITY: Strategic Initiatives

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 Function No.: 02  
 Activity No.: 01

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A: Decision Unit No: <b>12.01</b>		Title: Geologic Hazard Geologist Position - Landslide inventory and risk assessment and earthquake research program			Priority Ranking 1 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.0				1.0
PERSONNEL COSTS:					
1. Salaries	\$65,000				\$65,000
2. Benefits	24,700				24,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$89,700				\$89,700
OPERATING EXPENDITURES by summary object:					
1. Travel	\$5,000				\$5,000
2. Software upgrades and maintenance	\$2,000				\$2,000
TOTAL OPERATING EXPENDITURES:	\$7,000				\$7,000
CAPITAL OUTLAY by summary object:					
1. PC and software	\$1,500				\$1,500
2. Photogrammetry workstation and NAIP photos	\$30,000				\$30,000
TOTAL CAPITAL OUTLAY:	\$31,500				\$31,500
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$128,200</b>				<b>\$128,200</b>

**Supports institution/agency and Board strategic plans:**

This *GeoHazard Research Program* supports **Goal 1** of the IGS Strategic Plan:

**OUTREACH AND ENGAGEMENT (SERVICE)**

*1) Achieve excellence in collecting and disseminating geologic information and mineral data to the mining, energy, agriculture, utility, construction, insurance, and financial sectors, educational institutions, civic and professional organizations, elected officials, governmental agencies, and the public. Continue to strive for increased efficiency and access to Survey information primarily through publications, Web site products, in-house collections and customer inquiries. Emphasize Web site delivery of digital*

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*products and compliance with new revision of state documents requirements (Idaho Code 33-2505). Maintain concentrated effort to collect and preserve valuable geologic data at risk.*

Objective A: Produce and effectively deliver relevant geologic information to meet societal priorities and requirements.

*Performance Measure:* Number of published reports on geology/hydrogeology/**geologic hazards**/mineral and energy resources.

Objective B: Build and deliver Web site products and develop user apps and search engines.

*Performance Measure:* Number of IGS web site viewers and products used/downloaded.

**Description:**

The Idaho Geological Survey (IGS) is requesting a total of \$128,175 (\$96,675 in recurring funds and 31,500 in one time funds) to recruit, hire, and provide key equipment for a Geologic Hazards Geologist. Landslides and earthquakes are a serious geologic hazard common to many states in the United States causing loss of life and significant damage to property each year. Landslides alone cause \$3.5 billion in property damage and kill 25 to 50 people each year in the United States, according to Geology.com. The Geologic Hazard Geologist will update, maintain, and provide to the public an inventory of geologic hazards in Idaho allowing business, governmental officials, and the public to more effectively understand and manage the risk associated with earthquakes and landslides. Details of this request are provided below.

The Idaho Geological Survey is the lead state agency charged with collecting, interpreting and disseminating geologic information and mineral resource data for Idaho. The Survey accomplishes its mission through research, service, and outreach activities, with an emphasis on the practical application of geology to benefit Idaho and economic development within the state.

The state of Idaho needs a sustained geohazards program to properly assess and monitor landslides and earthquake hazards in the state and make this information widely known. The 2014 Oso landslide in western Washington resulted in the loss of 43 people, the destruction of 49 homes and dammed a local river that resulted in widespread flooding and highway closures. Idaho shares similar geology and topography as western Washington and thousands of landslides are known to exist in Idaho. Idaho's existing landslide inventory has not been re-assessed or systematically evaluated in the last 24 years. New and recently discovered landslides should be properly inventoried and assigned a risk assessment value which could help reduce the loss of human life and help preserve the state's infrastructure.



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We propose a one-time capital outlay of \$31,500 to acquire a workstation with complete statewide coverage of air photos from the National Agriculture Imagery Program. This approach permits a fairly rapid methodology to remotely identify landslides throughout the state and to provide recommendations for more detailed ground-based mapping projects that will lead to a comprehensive risk assessment of these hazards.

Landslides can be triggered by earthquakes resulting in a potential complex emergency management scenario due to the overlapping effects of both geologic hazards in the same general vicinity. For example, landslides triggered by an earthquake can move very quickly downslope and cause havoc to residents and infrastructure at the toe of the slope; whereas, an earthquake during the same event could potentially rupture natural gas transmission lines that result in multiple fires, topple electrical transmission towers, and cause significant structural damage to homes and buildings.

Idaho has several active fault systems which require ongoing seismic monitoring, continued maintenance and upgrade of seismic stations and routine analysis and earthquake risk assessments. Idaho lags behind other western states in performing detailed seismic analysis and earthquake risk assessments and lacks a state-funded seismic monitoring program. As a result, seismic monitoring in Idaho is not conducted with the same level of precision and accuracy as in surrounding states. Seismic monitoring and concurrent analysis has the potential to detect small earthquakes that may hold important clues about the nature and timing of potential larger events.

Geologic evidence shows that movement on faults in Idaho can potentially generate earthquakes with magnitudes as great as 7.5 with potentially catastrophic effects. The Challis area experienced a 4.9 Richter scale earthquake in January 2015 resulting in damage to home foundations and local rock falls were reported that blocked county roads and highways. This same fault structure trends southward toward Mackay and was responsible for the 1983 Borah Peak earthquake that registered 6.9 Richter scale and resulted in the deaths of two children in Challis due to falling masonry from buildings. Other regions in Idaho are also seismically active and warrant sustained monitoring, geologic risk assessment and public outreach to educate the citizens about these potential hazards.

The IGS presently lacks sufficient staff to conduct a sustained, state-wide geohazards program that focuses on landslides and earthquake hazards without jeopardizing existing geologic mapping efforts. The IGS is already obligated to conduct geologic mapping for the US Geological Survey in four regions of the state and also has mapping contracts with the Idaho Transportation Department and industry partners to help identify important economic resources of natural gas, liquid condensates and mineral resources.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

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This request seeks funding for one permanent (new FTE) geologist position dedicated to landslide inventory and risk assessment, seismic monitoring and earthquake research. IGS appropriations were drastically reduced in FY10 and staffing levels for essential programs have been cut to below adequate levels for providing necessary services to the public and state government. The agency presently has only one geologist with expertise in geohazards related research such as landslides and earthquakes. This state-supported geologist is heavily involved in externally funded geologic mapping efforts in southeast and southwest Idaho, all of which are critical to fulfilling the IGS mandate. While we recognize sustained geohazard monitoring and risk assessments are both a public safety issue and a necessity to assist with the protection of the State's infrastructure, it is impossible to do so without additional staff.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Full-time state funding for a Senior Geologist (Geohazards) position at a salary of \$65,000. With anticipated approval of this request, we anticipate hiring a permanent, full-time, benefit-eligible Geohazards Geologist by August 2016.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Research Geologist, a current IGS employee whose salary is covered by state funds, will reduce his geologic mapping effort to devote 5 weeks/year to landslide and seismic and earthquake related responsibilities.

GIS Analyst and Data Manager, a current IGS employee whose salary is partially covered by state funds, will reduce his GIS management effort to devote 5 weeks/year to landslide and seismic monitoring, analysis and web delivery of pertinent information.

- c. List any additional operating funds and capital items needed.

- PC and geohazards software for the new Geohazards Geologist
- High-precision 3D photogrammetry workstation and state-wide digital, aerial images from existing National Agricultural Inspection Program (NAIP)
- Travel expenses in support of field work and outreach/education activities.
- Software and hardware upgrades and maintenance for photogrammetry and seismic monitoring workstation

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

Personnel costs and travel are ongoing. Capital outlay is one time.

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4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded, who and what are impacted?

Idaho's infrastructure, particularly roads, railroads, and water canals, are susceptible to expensive landslide damage. Both landslides and earthquakes also have the potential for catastrophic losses that could result in the deaths of Idaho's citizens, potential isolation of communities whereby ingress and egress is restricted, damaged homes, and disruption of vital economic activities. Landslide risk in Idaho is increasing because of greater incidence of wildfires and relocation of human population centers and infrastructure to landslide-prone landscapes. Earthquake hazards are impossible to predict, but high precision monitoring and analysis of micro-seismic events can assist with the identification of active fault systems in the state. Precise locations of micro-seismic events that occur along the length of a fault plane are commonly used as an important measure of the potential magnitude of maximum failure on a given fault. Public awareness of micro-seismic activity and education about earthquake preparedness is an important responsibility the State has to its citizens.

Reduction of risks from both landslides and earthquake hazards begins with a comprehensive inventory of landslides and active fault systems in the state. The last statewide inventory of landslides was completed by the IGS in 1991 and it is out-of-date and lacks sufficient detail to assist with the protection of human life and infrastructure. The existing seismic network in Idaho is sparse and largely captures information associated with large events. Existing seismic monitoring of Idaho fault systems is largely done by a collaboration of neighboring states, the Idaho National Laboratory (INL) and the U.S. Geological Survey. More seismic monitoring stations are needed in strategic areas of Idaho to accurately record micro-seismic events that are too small to be felt by humans. These events are often an important indicator to document active fault systems at depth and these features could potentially pose a serious threat to the citizens of the state.

Beneficiaries of landslide and seismic monitoring and research will include county and municipal governments, state agencies (Idaho Bureau of Homeland Security, Idaho Transportation Department, The Idaho Department of Lands), and the public at large.

**Impacts if funding not provided**

The deadly Oso, Washington landslide disaster of March 22, 2014 underscored the need for accurate, up-to-date landslide inventories that are easily accessed and understood by the public and local jurisdictions. Sustained action over a period of years that reduces or eliminates the risk of landslide losses is needed and cost effective. As noted by the Idaho Bureau of Homeland Security "For every \$1 spent [on mitigation], \$4 in losses is prevented....."

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The existing seismic network in Idaho is sparsely distributed throughout the state and does not provide adequate statewide coverage to monitor micro-seismicity on all active fault systems. Idaho is one of few western states that do not employ a full-time dedicated person in state government devoted to the research, monitoring, analysis, risk assessment and data delivery of information from the State's seismic network. The state currently relies on dissemination of seismic hazard information and earthquakes from the US Geological Survey, the Idaho National Laboratory and a consortium of surrounding state agencies. Idaho citizens and the State's infrastructure are vulnerable by not having adequate coverage of seismic monitoring stations and a thorough and ongoing analysis of earthquake hazards.

Routine dissemination and interpretation of seismic information and public outreach and education about earthquake prone areas in the state could be improved immensely with a full-time geoscientist. This approach will permit our state's representatives to access good scientific data and recommendations so that sound public policy and safe guards can be implemented.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

This request was submitted and not funded for FY 2016 and remains the highest priority request for IGS.

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**AGENCY: Special Programs**  
 FUNCTION: Idaho Geological Survey  
 ACTIVITY: Strategic Initiatives

Agency No.: 516  
 Function No.: 02  
 Activity No.: 01

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A: Decision Unit No: <b>12.02</b>		Title: <b>GIS Analyst Position</b>			Priority Ranking 2 of 2
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	1.0				1.0
PERSONNEL COSTS:					
1. Salaries	\$60,000				\$60,000
2. Benefits	23,500				\$23,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$83,500				\$83,500
OPERATING EXPENDITURES by <b>summary object:</b>					
1. Software Training & Refresher Courses (two ESRI classes)	\$2,000				\$2,000
2. Travel Costs for Training	2,000				
TOTAL OPERATING EXPENDITURES:	\$4,000				\$4,000
CAPITAL OUTLAY by <b>summary object:</b>					
1. PC and software	\$2,900				\$2,900
TOTAL CAPITAL OUTLAY:	\$2,900				\$2,900
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$90,400</b>				<b>\$90,400</b>

**Supports institution/agency and Board strategic plans:**

This GIS Analyst Position supports **Goal 1** of the IGS Strategic Plan:

**OUTREACH AND ENGAGEMENT (SERVICE)**

*1) Achieve excellence in collecting and disseminating geologic information and mineral data to the mining, energy, agriculture, utility, construction, insurance, and financial sectors, educational institutions, civic and professional organizations, elected officials, governmental agencies, and the public. Continue to strive for increased efficiency and access to Survey information primarily through publications, Web site products, in-house collections and customer inquiries. Emphasize Web site delivery of digital products and compliance with new revision of state documents requirements (Idaho*

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Code 33-2505). Maintain concentrated effort to collect and preserve valuable geologic data at risk.

**Objective A:** Produce and effectively deliver relevant geologic information to meet societal priorities and requirements.

*Performance Measure:* Number of published reports on geology/hydrogeology/geologic hazards/mineral and energy resources.

**Objective B:** Build and deliver Web site products and develop user apps and search engines.

*Performance Measure:* Number of IGS web site viewers and products used/downloaded.

**Description:**

The Idaho Geological Survey (IGS) is requesting a total of \$90,360 (\$87,500 in recurring funds and \$2,860 in one time funds) to recruit, hire, and provide key equipment for a Geographic Information System (GIS) Analyst. Over the past 5 years the IGS has experienced 76% increase in the number of downloaded products from the survey's web site. In addition the number of visitors to the website has increased by 111%. An additional GIS Analyst is need to ensure that IGS continues to provide timely and high quality digital geologic map data and products, geologic and technical reports, publications and geodatabases to local, state, and federal governmental entities, industry, and the public. Details of this request are provided below.

The Idaho Geological Survey is the lead state agency for the collection, interpretation, and dissemination of geologic information and mineral resource data for Idaho. The Survey accomplishes its mission through geological research, mapping and resource identification, and outreach service activities, with an emphasis on the practical application of geology to benefit Idaho and economic development within the state. Information and services that IGS provides assists with providing a strong foundation for economic development of geologic commodities such as natural gas, condensates, metallic and industrial minerals and aggregates for road construction.

The IGS is requesting a GIS Analyst position due to an increasing demand by state and federal agencies, county agencies and local municipalities, industry, the Idaho legislature and the general public for digital geologic map data and products, geologic and technical reports, publications and geodatabases. Table 1 illustrates the sharp increase in both the number of visitors and download of digital products over the last five years from the IGS website. This demand for digital products and agency services through web delivery is projected to increase over time.

**Table 1 Idaho Geological Survey Website**

<b>Fiscal Year</b>	<b>IGS downloads from agency</b>	<b>IGS visitors to agency website</b>
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	<b>website</b>	
2010	75,217	205,519
2014	132,454	434,076

Currently, the IGS employs one GIS Manager that provides digital mapping assistance for staff geologists in at all three IGS offices in Moscow, Boise and Pocatello. This manager is also responsible for completion and delivery of all finished geologic map products for grant deliverables, agency publications, database design and implementation, creation of web applications for data delivery through the agency website, securing and backup of all agency files and assistance to staff with computer hardware setup and software problems. In addition to providing data and information through the agency website, the IGS is also obligated to fulfilling GIS deliverables and map products to the U.S. Geological Survey, the Idaho Transportation Department and the Idaho Bureau of Homeland Security on a routine basis.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This request seeks funding for one permanent (new FTE) GIS Analyst position to provide high quality geologic information for state and federal agencies, county agencies and local municipalities, industry, policy makers in the Idaho legislature and the public. IGS appropriations were drastically reduced in FY10 and staffing levels for essential programs have been cut to below adequate levels for providing necessary services to the public and state government. The IGS has only one GIS Analyst that serves three agency offices across Idaho. Due to increasing demands for digital geologic map products and delivery of geologic information through web applications these critical services are in jeopardy due to inadequate staffing levels at the IGS. While we recognize dissemination of geologic information is a critical part of the agencies mission for the orderly development and stewardship of the state's resources, it is impossible to provide increasing amounts of geologic data and information over time without additional staff.

2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Full-time state funding for a GIS analyst position at a salary of \$60,000. With anticipated approval of this request, we anticipate hiring a permanent, full-time, benefit-eligible GIS Analyst by August 2016.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

The GIS Manager, a current IGS employee whose salary is covered by state funds, will provide "in house" training and supervision for the new GIS Analyst to ensure that increasing public demands for geologic information is made available through the IGS website. The GIS Manager will also provide "in house" training

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for the GIS Analyst to ensure that grant deliverable geologic map products and reports are provided to state and federal agencies and industry partners for review and analysis in a timely manner.

- c. List any additional operating funds and capital items needed.
- PC and software for the new GIS Analyst
  - Travel expenses in support of annual GIS training for ESRI software updates

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

Personnel costs and travel are ongoing. Capital outlay is one time.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded, who and what are impacted?

The general public, state and federal agencies, county agencies and local municipalities, industry and policy makers in the Idaho legislature are all served by this request. Sound and unbiased geologic information about the state's geologic resources provides the foundation for economic development and growth in the state. From a public safety perspective, the IGS also provides limited information and analysis on geohazards such as landslides and earthquakes in Idaho. In order to provide increasing amounts of geohazard data and risk assessment information for Idaho's citizens an additional GIS staff person will be required to assist with the dissemination of information from staff geologists.

Beneficiaries of high quality geologic data and GIS products include county and municipal governments, state agencies (Idaho Bureau of Homeland Security, Idaho Transportation Department, The Idaho Department of Lands), federal agencies (US Geological Survey and Department of Energy) and the public at large.

**Impacts if funding not provided**

If funding is not provided and demand for geologic data and services continues to increase over time as projected, then a "short-fall" of geologic information to the public is inevitable. High quality and unbiased scientific information from the IGS is routinely provided to Idaho legislators to assist with policy decisions and to provide direction for economic development and protection of the state's resources. Yet in other circumstances, Idaho citizens may need timely and accurate geologic information to assist with placement of a water well, mineral rights and commodity questions or information about earthquakes and landslide hazards which could threaten life and



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property. These are but a few examples of public demand for geologic information that our agency should be delivering on a continual basis. We know how to analyze and deliver the data, but we do need adequate staffing to get the job done.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

This is a new request and is the second priority of IGS.

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**AGENCY: Special Programs**  
 FUNCTION: Scholarships and Grants  
 ACTIVITY:

Agency No.: 516  
 Function No.: 03  
 Activity No.:

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A: Decision Unit No: <b>12.01</b>		Title: <b>Opportunity Scholarship</b>			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0.00				0.0
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	0				0
OPERATING EXPENDITURES by summary object:					
1. Travel					
TOTAL OPERATING EXPENDITURES:	0				0
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:	\$5,000,000				\$5,000,000
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$5,000,000</b>				<b>\$5,000,000</b>

**Supports institution/agency and Board strategic plans:**

**GOAL 1: A WELL EDUCATED CITIZENRY**

*The educational system will provide opportunities for individual advancement.*

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

**Performance Measures:**

- Annual number of state funded scholarships awarded and total dollar amount.
  - **Benchmark:** 20,000, \$16M
- Amount of need-based aid per student.

**Benchmark:** undergraduate FTE WICHE Average

**Description:**

The Opportunity Scholarship is Idaho's signature hybrid scholarship which factors awards based on merit and need. It is designed on a shared responsibility model with

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state dollars being the “last dollars”. This means that a student must apply for federal aid, have a self or family contribution element before they would be eligible for the Opportunity Scholarship. In FY07 and FY08, the initial years of this program, \$20 million dollars was put into an endowment fund and \$1.925 million was designated to fund scholarships for the 2007-2008 and 2008-2009 academic years. As a result of the economic downturn during fiscal years 2010 - 2012, funds were not available to augment the endowment nor fund the ongoing scholarships. However, the Board was permitted to use the earnings from the endowment and \$1,000,000 from the corpus in those years. This allowed us to fund qualifying renewals, but new awards were limited. In FY13, the discontinuance of the federal LEAP and SLEAP scholarships freed up the state match of \$550,800 in state General Fund dollars which was reallocated to the Opportunity Scholarship. This amount combined with \$449,200 from the corpus provided a total of \$1,000,000 available for scholarships.

In FY14, Senate Bill 1027 consolidated several existing scholarships into a reconstituted Opportunity Scholarship resulting in \$1,045,800 set aside for scholarships out of the General Fund with no planned reductions to the corpus. For FY15, there was a consolidation of most scholarship funding into the Opportunity Scholarship program resulting in a total of \$5,044,800. As of June 1, 2015, there were 4,069 eligible applicants for FY16 awards. If each of those students were to receive the maximum award of amount of \$3,000 it would cost \$12.2M. There is only enough funding for approximately 1,680 students (assuming each student received the maximum \$3,000 award). As a reference point, in FY15 the average award amount was \$2,740.

This request is for \$5,000,000 from the state General Fund will leave the amount at \$3,000 per student for FY 2017. This would provide funding for \$3,000 awards 1,825 new scholarships and enough funding for an expected rate of 55% renewals for returning students.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

\$5,000,000 is requested to bring the total General Fund Opportunity Scholarship to \$10,044,800 in order to award over 1,600 new scholarships.

2. What resources are necessary to implement this request?

No additional resources are required as current staffing levels are sufficient.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

\$5,000,000 in ongoing General Funds

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

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The State Board of Education has set an ambitious goal that 60% of Idahoans ages 25-34 will have a college degree or certificate by the year 2020. It is estimated that postsecondary education attainment for this adult population is approximately 41% in Idaho. One of the key drivers for meeting this goal is access. The Opportunity Scholarship is Idaho's primary scholarship for helping students afford a postsecondary education.

The value of a four-year degree is at an all-time high. The wage premium for employees with a college degree has grown significantly over the last thirty years and is higher than at any time in the past 70 years. Thus, if this request is not funded, not only could it impact the earning power of thousands of Idahoans, it will also ultimately impact the state's tax base.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

N/A

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: Office of the State Board of Education**  
 FUNCTION: OSBE Administration  
 ACTIVITY: Board approved category

Agency No.: 501  
 Function No.: 02  
 Activity No.:

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A: Decision Unit No: <b>12.01</b>		Title: <b>Human Resource Specialist</b>			Priority Ranking 1 of 3
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	51,300				51,300
2. Benefits	16,900				16,900
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	68,200				68,200
OPERATING EXPENDITURES by <b>summary object:</b>					
1. Training & Travel	3,000				3,000
TOTAL OPERATING EXPENDITURES:	3,000				3,000
CAPITAL OUTLAY by <b>summary object:</b>					
1. Computer & Monitor	1,000				1,000
TOTAL CAPITAL OUTLAY:	1,000				1,000
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>72,200</b>				<b>72,200</b>

**Description:**

The Office of the State Board of Education (OSBE) is comprised of 25.75 FTEs (only three of which are classified positions). A HR Specialist position would meet a critical unmet need of having a trained professional serve as the primary administrative support for human resource functions. Duties would include:

- Manage recruitment, hiring and orientation of new staff
- Manage employee benefits administration
- Manage annual employee performance evaluations
- Coordinate and conduct and HR training
- Advise management on HR issues and problems
- Manage the Board's defined contribution retirement plans

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OSBE would like to job share this position with the Division of Professional-Technical Education (PTE), which also lacks a trained position dedicated to handling HR matters.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The Office of the State Board of Education (OSBE) is requesting 1.0 FTE in the form of a Human Resource Specialist position. Currently, OSBE's Deputy Director & CFO also manages human resources on the side for the office. This is a very time-consuming activity which diverts attention away from other pressing management responsibilities. In order to spread the workload, fiscal staff and the executive director's executive assistant also assist with recruitment activities on an ad hoc basis. This is an inefficient use of time for these staff and takes them away from their primary job responsibilities.

As referenced above, this position would be housed in OSBE but shared with PTE because PTE has no HR staff either. Currently, PTE provides IT help desk support for OSBE at no cost, because OSBE has no dedicated IT support staff. This request would reciprocate this cost-sharing arrangement by providing HR support at no cost to PTE. OSBE and PTE believe this is a fiscally prudent and appropriate approach to meet a pressing need for HR expertise and support in both agencies.

2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.  
Human Resource Specialist (1 FTE), Pay Grade K, full-time, non-classified, benefit eligible, hire date: July 1, 2016

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Existing human resources are currently being redirected on an ad hoc basis to address this unmet need. Currently OSBE's Deputy Director & CFO also has a HR officer responsibility. Likewise, PTE has divvied up the HR responsibilities among several of its staff. If this position were approved and funded, existing operations and staff morale would be greatly impacted because it would allow current agency staff to spend 100% of their time on their primary duties and responsibilities.

- c. List any additional operating funds and capital items needed.  
\$3,000 for training and travel; \$1,000 for a computer & monitor



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3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

\$71,200 ongoing

\$1,000 one-time

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The agencies of OSBE and PTE (with a combined FTE of almost 60) would be served by this request. In addition, all public postsecondary institutions would benefit because the Board sponsors and administers three separate defined contribution plans for institution employees. The OSBE CFO is the designated plan administrator for these retirement plans, but this activity needs and deserves someone who can dedicate more time and expertise to plan management.

If the position is not funded, both agencies will continue to rely internally on their own staff to pick up HR responsibilities on an as needed basis. This is an inefficient use of resources, creates moral problems due to limited new employee orientation and employee development, and carries some risk of exposure to the state when untrained staff are handling sensitive personnel matters.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Not Applicable

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: Office of the State Board of Education**

Agency No.: 501

FY 2017 Request

FUNCTION:

Function No.: 02

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ACTIVITY: Board approved category

Activity No.:

Original Submission X or

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A: Decision Unit No: 12.02		Title: <b>Teacher Effectiveness Pgm Mgr</b>			Priority Ranking 2 of 3
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	\$60,000				\$60,000
2. Benefits	19,800				19,800
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$79,800				\$79,800
OPERATING EXPENDITURES by summary object:					
1. Office Equipment (PC/Phone)	\$2,000				\$2,000
2. Misc Office Supplies/Use	1,000				1,000
3. Travel Expenses	2,000				2,000
TOTAL OPERATING EXPENDITURES:	\$5,000				\$5,000
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	\$84,800				\$84,800

**Supports institution/agency and Board strategic plans:**

This request supports the following areas in the State Board of Education's Strategic Plan:

**GOAL 1: A WELL EDUCATED CITIZENRY**

*Idaho's P-20 educational system will provide opportunities for individual advancement across Idaho's diverse population*

**Objective A: Access** - Set policy and advocate for increasing access to Idaho's educational system for all Idahoans, regardless of socioeconomic status, age, or geographic location.

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**Objective D: Quality Education** – Deliver quality programs that *foster the development of individuals who are entrepreneurial, broadminded, critical thinkers, and creative.*

**Performance Measures:**

- Percent of students meeting proficient or advance placement on the Idaho Standards Achievement Test, broken out by subject area.  
**Benchmark:** 100% for both 5<sup>th</sup> and 10<sup>th</sup> Grade students, broken out by subject area (Reading, Language Arts, Mathematics, Science)
- Average composite college placement score of graduating secondary students.  
**Benchmark:** ACT – 24  
**Benchmark:** SAT – 1500
- Percent of elementary and secondary schools rated as four star schools or above.  
**Benchmark:** 100%
- Percent of students meeting college readiness benchmark on SAT in Mathematics.  
**Benchmark:** 60%
- Gap in student achievement measures between groups with traditionally low educational attainment (traditionally underrepresented groups) and the general populace.

**GOAL 3: Effective and Efficient Educational System** – *Ensure educational resources are coordinated throughout the state and used effectively.*

**Objective B: Quality Teaching Workforce** – Develop, recruit and retain a diverse and highly qualified workforce of teachers, faculty, and staff.

- SAT/ACT scores of students in public institution teacher training programs.  
**Benchmark:** ACT – 24  
**Benchmark:** SAT – 1500
- Percentage of first-time students from public institution teacher training programs that pass the Praxis II.  
**Benchmark:** 90%

**Description:**

This request is to create a position within the Office of the State Board of Education who will focus on K-12 Teacher Effectiveness in the state. Research has identified teachers as the number one contributors to whether or not a student is successful in their education career. In Idaho the effectiveness of our teachers is impacted by the quality of the teacher preparation programs they graduate from, our certification requirements, and the ongoing professional development and other resources provided to them once they are in the classroom. The State Board of Education not only sets the standards for all Idaho teacher preparation programs, but also approves those programs and sets the review and accountability requirements for them. The State is also responsible for establishing the certification requirements, and approves additional programs at our public universities that provide professional development and curriculum resources for our practicing teachers. To accomplish the oversight of this work a full time position

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needed. This position would work with the approved teacher preparations programs to assure we have the best programs available as well as work with the Department of Education's staff who process applications for teacher certification and work with the Professional Standards Commission.

**Questions:**

6. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The Board is requesting one FTP and associated operating costs to provide additional resources and oversight towards the end of improving the effectiveness of the teachers in our public school system. New data available regarding our public school system and the performance of our students makes it increasingly critical that we takes steps now to improve the effectiveness of our new as well as existing teachers in our states K-12 system. To accomplish this will take these additional resources.

1. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.  
Teacher Effectiveness Program Manager (1 FTE), Pay Grade N, full-time, non-classified, benefit eligible, hire date: July 1, 2016
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.  
We currently have one position that must cover these responsibilities as well as K-12 Accountability Issues, public school data security and strategic planning issues, STEM education initiatives and other K-12 Projects. A new position would allow us to split the duties of this current position so that all of the various areas can be given the attention they require.
  - c. List any additional operating funds and capital items needed.  
The new position would require a computer as well as general office supplies and travel expenses.
2. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).  
Source of funds would be on-going General Funds.
3. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?  
This position would provide the needed oversight and coordination of our teacher preparation programs, teacher certification requirements, and available professional development being offered by our public institutions. In doing so it would serve all of

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our teacher candidates going through the teacher preparation programs, existing teachers and administrators, and all of the students and parents they serve. Should the position not be funded we risk increasing the time it takes to improve the effectiveness of teachers serving our students.

4. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.  
Not applicable.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: Office of the State Board of Education**  
 FUNCTION: OSBE Administration  
 ACTIVITY: Board approved category

Agency No.: 501  
 Function No.: 02  
 Activity No.:

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A: Decision Unit No: <b>12.03</b>		Title: <b>SLDS Analyst position</b>			Priority Ranking 3 of 3
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	70,000				70,000
2. Benefits	23,100				23,100
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	93,100				93,100
OPERATING EXPENDITURES by summary object:					
1. Training & Travel	2,000				2,000
TOTAL OPERATING EXPENDITURES:	2,000				2,000
CAPITAL OUTLAY by summary object:					
1. Computer	1,500				1,500
TOTAL CAPITAL OUTLAY:	1,500				1,500
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>96,600</b>				<b>96,600</b>

**Supports institution/agency and Board strategic plans:**

**GOAL 3: Effective and Efficient Educational System** – *Ensure educational resources are coordinated throughout the state and used effectively.*

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

**Description:**

Idaho is in the process of implementing a P-20 to Workforce Statewide Longitudinal Data System (P-20W SLDS). The K-12 SLDS started collecting data in October 2010. The database for collecting postsecondary data was developed in the fall of 2011. Idaho

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is now in the process of loading postsecondary data against the data elements approved by the Data Management Council.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The Office of the State Board of Education (OSBE) is requesting 1.0 FTE in the form of a SLDS Analyst position. For the past 2 ½ years OSBE has contracted with Boise State University (BSU) to provide an analyst on loan to perform SLDS analytics, including but not limited to:

- Working with the postsecondary institutions to address data issues with Extract, Transform, and Load (ETL) process
  - o Resolve data issues
  - o Determine ETL changes to improve data accuracy
  - o Determine missing lookup data
  - o Document system changes necessary to correctly load submitted files
  - o Specify program modifications to improve load process
  - o Obtain final approval on each data load
  - o Write SQL code and modify stored procedures as necessary
  - o Develop SQL Services Reporting Services reports
- Obtain and load additional data to populate lookup tables and provide reporting variables.
- Perform initial data loads.
- Create a change management process to address agreements, policies, etc.
- Work with the Data Management Council to create and document processes and procedures for managing SLDS data and data requests.
- Participate in the design of reports and the extraction of aggregate data.
- Manage the online data dictionary and ensure that all data elements, business rules, and collections are loaded and maintained.

Work continues on building-out the SLDS, and OSBE management has determined that for purposes of project management and continuity it would be preferable to simply build a SLDS analyst position into the base budget.

2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

SLDS Analyst (1 FTE), Pay Grade M, full-time, non-classified, benefit eligible, hire date: July 1, 2016

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

The incumbent on-loan employee would be transferred into this position.



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- c. List any additional operating funds and capital items needed.  
\$2,000 for training and travel

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

On-going General Funds. This position is currently being funded from the College & Universities Systemwide Needs. This funding could be transferred to the OSBE budget for a net zero fiscal impact to the General Fund.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This position is critical to the SLDS ETL process. There are no other internal resources available to perform this work. Without this position we would need to continue to work through an on-loan arrangement or engage a contractor (at a greatly increased cost). The current SLDS staff of one does not have the time available to perform these functions.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Not Applicable

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: Idaho Public Television**  
 FUNCTION: Idaho Public Television  
 ACTIVITY: N/A

Agency No.: 520  
 Function No.: 01  
 Activity No.: N/A

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A: Decision Unit No: <b>12.01</b>		Title: <b>Personnel Sustainability</b>			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	6.0	(6.0)	0	0	0.0
PART-TIME POSITIONS (FTE)		3.78			3.78
PERSONNEL COSTS					
1. Salaries	300,500	(300,500)			0
2. Benefits	133,300	(133,300)			0
3. From Group Positions		(135,100)			(135,100)
To P/T Classified (No Net \$; FTE Only)		135,100			135,100
<b>TOTAL PERSONNEL COSTS</b>	<b>433,800</b>	<b>(433,800)</b>	<b>0</b>	<b>0</b>	<b>0</b>
OPERATING EXPENDITURES by summary object:					
<b>TOTAL OPERATING EXPENDITURES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
CAPITAL OUTLAY by summary object:					
<b>TOTAL CAPITAL OUTLAY</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
T/B PAYMENTS					
LUMP SUM					
<b>GRAND TOTAL</b>	<b>433,800</b>	<b>(433,800)</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Supports institution/agency and Board strategic plans:**

**Description:**

*All existing labor is required to fulfill IdahoPTV's mission and performance measures under the State Board of Education.*

*Fund Shift – (Priority 1)*

*This fund shift works to ensure the sustainability of the statewide delivery system that provides a broadcast signal to nearly all regions of the entire state through highly effective funding of administrative and maintenance labor. This request shifts funding and FTPs of existing labor from dedicated funds to the general fund.*

*Temporary Appointment to Classified Part-Time (non-benefited) Positions – (Priority 2)*

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*IdahoPTV does not currently have any classified part-time positions. This portion of the request converts existing non-benefited temporary appointment positions to non-benefited classified positions to comply with definition of statute 67-5302(33) as these positions should be considered “permanent in nature.” This request does not require additional funding as it is a zero sum within the dedicated fund. However, it does require nine non-benefited part-time, .42 each, classified positions (or 3.78 total FTE).*

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

*Both priorities within this request restructure existing personnel costs. Priority 1 includes a fund shift of existing FTPs. Priority 2 requests nine, .42 each, classified positions (or 3.78 total FTE). All funds are currently included in the base in total.*

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
- c. List any additional operating funds and capital items needed.

*See attached schedule (DFM Template) for details by fund.*

*This request impacts personnel costs only. No operating or capital expenditures exist with this line item.*

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

*These personnel costs and requested part-time classified positions are ongoing.*

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

*This request maintains existing operations and level of service to residents of Idaho. As personnel costs have continued to increase (PERSI, health premiums and CEC), there is a direct impact to operational funding in the absence of new sources of revenue. At the same time, operational expenses continue to increase. These trends continue to widen the gap from a sustainable level of operations.*

*Fund Shift – (Priority 1)*

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*This helps ensure the sustainability of the administration and maintenance of the statewide delivery service that provides educational content to nearly every household in Idaho. Dedicated funds are less predictable, are not increasing, and cannot sufficiently provide for ongoing personnel cost increases.*

*Temporary Appointment to Part-Time Classified Positions – (Priority 2)*

*This is to comply with statute within the dedicated fund.*

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

*DFM Template with position details by fund is attached.*

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**AGENCY: Office of the State Board of Education**  
 FUNCTION: Vocational Rehabilitation  
 ACTIVITY: Basic Grant

Agency No.: 523  
 Function No.: 02  
 Activity No.: 02

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A: Decision Unit No: <b>12.01</b>		Title: <b>Additional Grant and Match Funds</b>			Priority Ranking 1 of 3
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	\$270,600		\$1,000,000		\$1,270,600
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$270,600</b>		<b>\$1,000,000</b>		<b>\$1,270,600</b>

**Supports institution/agency and Board strategic plans:**

Goal 1 Objective 1

Objective: To provide customers with effective job supports including adequate job training to increase employment stability and retention.

Performance Measure: To enhance the level of job preparedness services to all customers.

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**Description:**

Vocational Rehabilitation (VR) is requesting an additional \$270,600 in State funds and \$1,000,000 in Federal funds to have a sufficient amount of funds available to pay for assessment, training, tools, education, supplies, transportation, medical and other items to assist youth with disabilities prepare for and/or secure employment. VR is a ticket to self-sufficiency for Idahoans with disabilities. It is not another welfare program. VR services for eligible Idahoans with disabilities are the enabling tools to transition from unemployment to gainful employment; from dependence to independence. For Federal fiscal year 2014, 83% of VR customers who achieved or maintained employment reported their wages as their primary means of support instead of depending on public support and family support. Not only does an investment in VR reduce the amount of public support required, it also returns funds to the State of Idaho. Based on Federal Fiscal Year 2014 data it is estimated that a State investment of \$270,600 will return over \$800,000 in direct sales tax to the State. In addition, it will increase Idaho's other taxes, such as income and gas tax, and reduce the amount of public assistance to those individuals served. This is a good investment for Idaho and unlike many other government programs it returns more dollars than are invested by the State.

The addition of \$1,270,600 in appropriations will allow Idaho to capture all of the funds allotted to it by the Federal Government. Without the State General Fund match of \$270,600, Idaho will lose \$1,000,000 in Federal funds set aside for Idaho. It will also allow VR to help more Idahoans with disabilities move into the workforce. The emphasis will be on helping students with disabilities transition into the workforce, which will provide the biggest benefit to Idaho. Currently the average age of a VR customer is 38 and ½. Involving those with disabilities at a younger age means that independence for those with disabilities will start earlier and reduce the amount of public assistance needed by them. Transitioning students to the workforce has an even bigger return on investment to the State of Idaho than mentioned above. The additional funds not only assist those in need, but also has a great return on investment for Idaho.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

IDVR is requesting additional Federal funds to be able to meet the requirements of the Federal vocational rehabilitation program. Without this increase the Division may not be able to meet the current requirements of the Vocational Rehabilitation program. If that was the case then IDVR would need to adjust how the program operates in Idaho and would not be able to serve all those who need service.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.



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None

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

None

- c. List any additional operating funds and capital items needed.

None

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

VR has not been using all of the Federal funds allocated to the State. The \$270,600 in General Fund appropriations will allow Idaho to capture an additional \$1 million of Federal Funds. Idaho has been remitting a portion of its allotment to other states in past years. This will allow Idaho to invest its full Federal allotment of over \$16 million in Idaho; where Idaho will receive a return on the investment. The grant funds are ongoing in subsequent years.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request will allow VR to continue to serve all of our customers without limiting available services. It will also allow Idaho to invest its share of this Federal grant in Idaho, where it has been returning in excess of \$3 in sales tax alone for every \$1 invested by the State.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: Office of the State Board of Education**  
**FUNCTION: Extended Employment Services**

Agency No.: 523

FY 2017 Request

Function No.: 05

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ACTIVITY:

Activity No.:

<b>Additional Extended Employment</b>					
<b>A: Decision Unit No: 12.02</b>	<b>Title: Program Funds</b>			<b>Priority Ranking 2 of 3</b>	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	\$340,000				\$340,000
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$340,000</b>				<b>\$340,000</b>

**Supports institution/agency and Board strategic plans:**

Goal 1 Objective 1

Objective: To assist the agency in meeting the demand for services under the Extended Employment Services Program.

Performance Measure: Increase the number of customers being served in employment and training through the Extended Employment Services Program.

**Description:**

Vocational Rehabilitation (VR) is requesting an additional \$340,000 in General Fund appropriations for the Extended Employment Services (EES) program. Idahoans with

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significant disabilities are some of the State's most vulnerable citizens. The EES program provides people with most significant disabilities employment opportunities in both non-integrated settings or with a competitive job in the community. This amount of additional funding would restore appropriations for Trustee & Benefits payments (T&B) back to 90% of the program's 2009 T&B appropriation level. As the EES program is a commitment to long-term services, when a client is eligible and approved for EES funding, the State is obligating support to the client for the long-term. In most instances these services are required for a considerable number of years, and in some instances for the entire working lifetime of the individual. Without an increase in funding, almost all current Trust and Benefit funds are being spent on maintaining those we have already committed to funding during previous years. The waiting list continues to grow with new clients. Currently, individuals can be on the wait list anywhere from 4 to 5 years. Without additional funding, current clients on the waiting list will be asked to continue to wait for much needed job training and placement services. Currently the wait list is over 300 people.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

IDVR is requesting that the EES program funding be increased to 90% of the FY 2009 level. The increase funding will reduce the number of Idahoans with significant disabilities waiting for service.

2. What resources are necessary to implement this request?

d. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

None

e. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

None

f. List any additional operating funds and capital items needed.

None

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

This is a request for ongoing additional EES program T&B funds to directly benefit those with most significant disabilities. The funding is 100% from the General Fund for this program. There is no additional revenue associated with this request.

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4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request will enable employment supports for Idaho's most severely disabled citizens. At the current level of funding, all new clients are being placed on long term waiting list. This proposal will enable EES to once again begin serving new clients.

The impact is statewide. Idaho benefits when the unemployed go to work and become taxpayers and contributors to the State's economy. Without additional funds fewer Idahoans with disabilities will be able to obtain employment.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: Idaho State Council for the Deaf and Hard of Hearing (CDHH)**

FUNCTION: CDHH Administration

ACTIVITY: CDHH

Agency No.: 523

Function No.: 01

Activity No.:

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A: Decision Unit No: 12.03		Title: <b>Communication/Outreach</b>			Priority Ranking 3 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	\$52,300				\$52,300
2. Benefits	22,700				22,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$75,000				\$75,000
OPERATING EXPENDITURES by summary object:					
1. Travel	\$2,300				\$2,300
2. Communication Accommodations	10,000				10,000
3. Cell phone	1,200				1,200
4. Office lease	2,400				2,400
TOTAL OPERATING EXPENDITURES:	\$15,900				\$15,900
CAPITAL OUTLAY by summary object:					
1. PC and workstation set-up	\$3,400				\$3,400
TOTAL CAPITAL OUTLAY:	\$3,400				\$3,400
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$94,300</b>				<b>\$94,300</b>

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The Council for the Deaf and Hard of Hearing is requesting one (1) additional Full Time Employee (FTE) identified as Communication and Outreach Coordinator. The Council for the Deaf and Hard of Hearing is a unique state agency following its mission of being *“Dedicated to making Idaho a place where persons, of all ages, who are deaf or hard of hearing have an equal opportunity to participate fully as active, productive and independent citizens.”* Using the formula of 13%

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provided by the Gallaudet Research Institute, an estimated 203,785 people in Idaho have hearing loss:

Total Idaho Population	1,567,582
Total Hearing Loss	203,785 (13%)
Severe Hearing Loss	34,486 (2.2%)
Profound Hearing Loss (deaf)	3,448 (.22%)

Currently, there are only **2** FTE's working for the Council, the Executive Director and an Administrative Assistant. With the establishment of Idaho Sound Beginnings (newborn hearing screening) children who have hearing loss are being identified earlier, baby-boomers are increasing and veterans are returning to civilian life. The aforementioned causes the need for an additional staff member to provide specific functions for the Council. The role of the Communication and Outreach Coordinator would be to increase awareness of the Council's role, services and programs throughout the state of Idaho. Strategies may include developing collaborations with community organizations, staffing exhibit tables at expos, providing training sessions, developing and disseminating information and resources, and managing external and internal communications.

One-time funds for initial office set up as desk, chair, desktop/laptop computers, monitors, warranties, and docking station is also being requested.

A one-time fund for a new laptop replacement as the current laptop is 5 years old and has shown limited functionality.

Currently there is no agency staffing for this position and no funding by source is in the base.

2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

The title of this position is: Communications and Outreach Coordinator  
Pay Grade: K  
Full Time Status  
Full Benefits  
Anticipated Date of Hire: July 1, 2017  
Terms of Service: NA

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.



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Existing Human Resources would be redirected to hire candidate. If this position were approved and funded, it would allow the two current staff members to spend 100% of their time on their assigned duties.

Currently the Executive Director and Administrative Assistant are the only staff involved in providing information, workshops, presentations, and everyday operations of the Council. This position would relieve some of the burdens of the current staff to provide the necessary services dictated by Idaho Code Chapter 13, Title 33

- c. List any additional operating funds and capital items needed.

Additional operating funds:

Office lease \$200/mo	\$2,400.00 annually
Cell Phone	\$1,200.00 annually
Overnight travel ~ 10 x ~ 80	\$ 800.00 annually
Per Diem ~ 20 x 33.00	\$ 660.00 annually
Flights ~ 2 @ \$400	\$ 800.00 annually
Communication/accommodation svcs	\$10,000.00 annually

TOTAL Additional Operating Funds **\$15,860.00**

Capital Items

Desk	\$740.00
Chair	\$570.00
Desktop	\$650.00
Desktop Warranty	\$ 60.00
Laptop	\$970.00
Laptop Warranty	\$100.00
Docking Station	\$160.00
Monitors	\$156.00 Each
Laptop Replacement	\$1,400

Total Capital Funds **\$4,806.00**

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

Ongoing request	\$ 90,935
One Time request	\$ 4,800.00

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All funds will be from General Funds. There are no expectations of additional grant monies or federal monies. There are no external funding available that is in line with the objectives, mission and responsibilities/duties of the Council.

If the request is not funded, CDHH will be unable to fully utilize the collaborative relationship with community organizations, local and state governmental entities, and proactively develop a presence for our Council and the programs and services provided.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Idaho policymakers, the legislators, local, state agencies, businesses, and the 203,785 deaf and hard of hearing citizens will be served by this request. We anticipate the population to grow. This request allows for areas that are not currently served by the limited staff of CDHH to be included in the mission of the Council.

It has been over 24 years, since the inception of the Council, without any significant increase in FTE that serves the constituents and/or stakeholders directly. For the past two decade the deaf and hard of hearing population grew and assimilated much more deeply into the society more than ever before which demands more information and resources. The current staff finds it very difficult meeting the growing demands.

If this request is not funded, Idaho's deaf and hard of hearing population will continue to be underserved.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**SUBJECT**

Program Prioritization – Implementation Update

**REFERENCE**

May 2013	The Board directed institutions to institute a prioritization of programs process consistent with Dickeson's prioritization principles, and further directed the institutions to use a quintile prioritization approach and communicate to the Board the criteria and weighting to be used after consultation with their respective campuses.
June 2013	The Board approved the program prioritization proposals for Idaho State University, Boise State University, and University of Idaho as presented.
August 2013	The Board approved the program prioritization proposal for Lewis-Clark State College as presented.
October 2013	The Board was presented with an update on program prioritization.
August 2014	The Board was presented with the final results of program prioritization.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section III.H., Governor Otter's Zero Base Budgeting (ZBB) Mandate

**BACKGROUND/DISCUSSION**

At the Board's August 2014 meeting, the University of Idaho, Idaho State University, Boise State University, and Lewis-Clark State College (the Institutions) presented the final results of their program prioritization exercises. At that time, Staff recommended the Board request institutions provide a one-year follow-up report on implementation.

In March 2015, the Institutions submitted to the Board Office, brief written reports on the status of implementation.

On May 1, 2015, Matt Freeman and Christopher Mathias sent the Institutions a guidance memo that outlined the framework for presenting program prioritization implementation updates to the Board. Four key areas were identified.

- Brief highlight of the Institution's August 2014 outcomes and Plan
- Expansion on the March 2015 report topics, including: an outline of implementation progress since August 2014; whether any programs that

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were excluded from the original program prioritization process been reviewed; an outline of challenges encountered during implementation; and a list of opportunities that have presented themselves as a result of implementation.

- Impact on reaccreditation process (e.g. a resource used or leveraged during reaccreditation, source of commendation from accreditor, etc.).
- Normalizing/sustaining program prioritization in the institution's budgeting and program review process.

**IMPACT**

Program prioritization required the institutions to conduct an evaluation of programs and services with specific and tangible objectives (goals), and with a focus on specific evaluation criteria rather than generalized across-the-board cuts. Implementation of program prioritization based on Dickeson's framework provides the Board with assurances of consistency and presents the institutions with a unique opportunity to evaluate old paradigms that may no longer make sense, with a specific focus on their Mission, Core Themes and Strategic Plans. The process provided a method to objectively review program efficiency and effectiveness. Based on the outcome of the program prioritization process "decisions can be made that, at the minimum, inform future budget decisions, and can also lead to enrichment of some programs that are under-resourced while at the same time reducing or even eliminating still others."<sup>1</sup>

Also, program prioritization served a critical dual purpose by fulfilling the requirements of the Governor's ZBB mandate.

Lastly, the impact of implementing program prioritization will ensure its guiding principles are carried forward as standard aspects of institutional administration.

**ATTACHMENTS**

Attachment 1 – May 2015 Guidance Memorandum	Page 7
Attachment 2 – BSU Program Prioritization Results	Page 9
Attachment 3 – ISU Program Prioritization Implementation	Page 18
Attachment 4a – UI Program Prioritization (Academic)	Page 41
Attachment 4b – UI Program Prioritization (Non-Academic)	Page 65
Attachment 5 – LCSC Program Prioritization Implementation Pres.	Page 68

**STAFF COMMENTS AND RECOMMENDATIONS**

From August 2014 until the March 2015 reports were submitted, program prioritization implementation was a standing agenda item for the Council on Academic Affairs and Programs (CAAP), where ongoing issues of mutual interest were discussed. Additionally, at their April meetings, the Institution, Research, and Student Affairs and Business Affairs and Human Resources committees reviewed and discussed the March 2015 interim updates.

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<sup>1</sup> Dickeson, R.C. *Making Metrics Matter: How to Use Indicators to Govern Effectively*, 2013

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Each institution has prepared a written report per the Guidance Memo referenced above and included as Attachment 1 (the institutions will also provide an oral report to the Board as part of the Work Session). The following are some general observations and highlights of the institutions' reports.

Boise State University (BSU)

As part of the accreditation process, BSU currently uses four Core Themes to characterize its primary responsibilities. As a result of the program prioritization process, however, BSU concluded that none of the Core Themes capture the key areas of productivity and efficiency. Thus, BSU is considering the "development and adoption of a fifth Core Theme that is focused on responsible stewardship of resources." Staff observes that this type of activity is illustrative of BSU management embracing and institutionalizing the principles of program prioritization. Another anecdotal example of this is seen in how BSU reacted to a projected budget shortfall for FY16. "Academic Affairs was asked for an overall budget reduction of 1% or slightly more than \$1 million. Other divisions were asked to cut by 3%. ... The divisions were asked to make strategic decisions to reduce expenses while maintaining the relevance, quality, productivity, and efficiency of their programs." Overall, BSU's report demonstrates a strong commitment by the institution to implement and sustain program prioritization processes across all sectors of the enterprise.

Idaho State University (ISU)

Perhaps one of the most tangible and impactful by-products of program prioritization at ISU is the in-house development of the Program Viability web application. This robust database and data mining application enables "on-going assessment of program productivity, demand, and highlight areas of need. In addition, the Program Viability data system will be used to support strategic and core theme planning and budget decisions." For example, the Program Viability System enables the "entire set of strategic plan indicators [to be] continuously tracked by Institutional Research and updated as new data become available." On the finance side, the application now also produces financial reports such as "the tuition and fee revenue (net of waivers and scholarships) by course...." "Refinement of the budgeting process continues with a move toward linking budgets to the University Strategic Plan and Program Prioritization." Ultimately, there is clear and convincing evidence that program prioritization has been purposefully and thoughtfully inculcated into ISU's programming and business processes.

University of Idaho (UI)

The following are some salient excerpts from UI's academic affairs report:

- "This Spring, all (not just low-quintile) programs completed an Action Plan intended to target efforts towards student enrollment/retention and increased support for scholarly and creative activities of [UI] faculty, staff and students. All programs also completed metrics reports which added a

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year of data to the reports filed last year, and included questions to prompt review of the data for trends, and indicators that could inform future actions.” Completion of the updated metrics reports was tied to the performance evaluation process for unit administrators.

- “Program prioritization principles will be prominent in the next strategic plan and the next NWCCU Accreditation cycle starting this Fall.”
- “There is a commitment by the UI administration to employing process improvement ideals in all aspects of the university that will inform decisions about where our resources, both financial and otherwise, are invested to best serve the citizens of the State of Idaho.”

Since the August 2014 summative program prioritization report, UI has made a number of academic program changes including the discontinuation of 19 degree and certificate programs. There appears to be processes in place for ongoing scrutiny of program relevancy and efficiency. The reports are largely silent, however, on maintaining the momentum and effectiveness of program prioritization by the linking program prioritization to the budgeting process.

Lewis-Clark State College (LCSC)

LCSC leveraged its existing annual program assessment processes to implement program prioritization on campus. “Prior to initiation of the program prioritization process, 163 programs participated in the annual assessment review process at LCSC. ... In total, [only] 115 programs were quintiled. This reduction in programs resulted in several gains for the institution, including stronger collaboration within units, enabling programs to evaluate themselves as a whole rather than as a set of independent parts, more useful and informative data comparisons, and time savings for program managers and others across campus who are integral to the institutional assessment and planning processes.” In addition, “current program assessment parameters which focus primarily on student outcomes and program quality indicators will be expanded to include an additional mandatory component addressing ongoing program viability.” LCSC also plans to refine its “planning/budgeting processes with focus on both program quality and viability.” LCSC has recently hired a new director of institutional research who will fulfill the critical role of collecting and reporting the appropriate viability data.

“During early fall 2014, based on quintile, program managers set aspirational goals or crafted resource plans, action plans, or established objectives/outcomes for the major review process [of programs].” In addition, six degrees, certificates or endorsements have been discontinued.

LCSC has operationalized the “requirements” as identified for each quintile with a focus on program quality and efficiency. Management commitment to sustainability of the process is evident.

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**BOARD ACTION**

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

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**IDAHO STATE BOARD OF EDUCATION**

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email: board@osbe.idaho.gov

To: Provosts  
Vice Presidents for Finance & Administration

From: Chris Mathias and Matt Freeman

Date: May 1, 2015

Re: Program Prioritization – June 2015 reports

On October 15, 2014, the Provosts and Financial Vice Presidents held a joint meeting to discuss how the implementation of program prioritization would be reported to the Board. It was agreed that the participating institutions would submit a one page mid-year report in March 2015 to the IRSA/BAHR committees with a summative presentation to the full Board at its June 2015 meeting. This memo provides guidance for the June 2015 report.

The June report will be presented to the Board in written and oral form during the Work Session on June 17. Both reports should address the following:

1. Brief highlight of the institution's August 2014 outcomes and plan.
2. Expansion on the March 2015 report topics:
  - a. An outline of implementation progress since August 2014. (Have any programs that were excluded from the original program prioritization process been reviewed?)
  - b. An outline of challenges encountered during implementation.
  - c. A list of opportunities that have presented themselves as a result of implementation.
3. Impact on reaccreditation process (e.g. a resource used or leveraged during reaccreditation, source of commendation from accreditor, etc.).
4. Normalizing/sustaining program prioritization in the institution's budgeting and program review process.

The written report (not including presentation slides) is due to the Board office on May 18, 2015. Oral reports should be up to 15 minutes in length (not including Q&A).

The program prioritization process, while not intended as purely a budgetary exercise, has generated questions from policymakers and the media about the amount of savings achieved. Board staff believes it would be worth the effort for each individual institution

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to quantify the fiscal impact. This will require, however, the development of defined terms (e.g. net savings vs. reallocation of resources) so the quantification methodology is consistent across campuses. Depending on project complexity and scheduling pressures, the report would be due to the Board for the August or October meeting. As such, the June report should not include data on process fiscal impact. This project will be discussed at the upcoming BAHF and IRSA meetings.



## BOISE STATE UNIVERSITY

Update to the  
Idaho State Board of Education  
on  
**Program Prioritization**  
Submitted May, 2015

### Overview

During the year since our report to the Board in August, 2014, we have made substantial progress in implementing actions identified during Program Prioritization, ranging from performance improvement within individual units to large-scale reorganization.

The best measure of the value of Program Prioritization is the degree to which we have broadly integrated the processes in assessment and business practices. Two recent occurrences provide specific opportunities in this regard: (i) our mid-cycle accreditation visit and (ii) a FY16 budget shortfall.

- We underwent our mid-cycle accreditation visit in October, 2014. In preparation for the visit, we solidified the conceptual integration of program prioritization with the accreditation process.
- A recent budget shortfall required that we make substantial reductions in expenditures, and we chose to apply the principles and mind-set of program prioritization in doing so. Because the decisions made in that process used program prioritization as a foundation, we present several examples in this report.

### Recap of Process and Results to August 2014

During the 2013-14 year, Boise State evaluated instructional programs, academic departments, and administrative and support programs based on four criteria: relevance, quality, productivity, and efficiency.

For administrative and support programs the process required each program to develop measures of relevance, quality, productivity and efficiency, so that we could evaluate the direct and indirect contribution of units to the university's mission. The wide variation in activities among units led to a wide variation in the metrics used to assess each criterion. For a number of administrative and support programs, this was the first time they had developed metrics for evaluating unit performance. We identified 651 programs at the university: 242 administrative and support programs, 163 degree and graduate certificate programs; 198 minors, emphases, options, and alternate degrees; and 45 academic departments. A total of 70 programs were excluded from evaluation, primarily instructional programs that were less than three years old. Of the 242 administrative and support programs evaluated, 47 (19.4%) were placed in the fifth quintile, requiring them to make substantive changes. Of the 135

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degree and graduate certificate programs evaluated, 29 (21.5%) were placed in the fifth quintile, requiring them to make substantive changes. Another 22 degree and graduate certificate programs were flagged for a low number of graduates, requiring them to increase productivity. Progress of instructional programs will be re-assessed in spring, 2017.

**Progress in Implementation of Actions through May 2015**

The following table provides a tally, for each division of the university, of the progress on implementation of actions proposed by the administrative and support programs of those divisions.

Division	As of August, 2014		As of May, 2015			
	Number of Programs*	Number of Actions Proposed	Action completed	Action partially completed and/or in progress	Action no longer desirable or relevant	Action not yet initiated
Academic Affairs: Administrative and Support programs	25	67	30	36	1	
Advancement and University Foundation	12	32	32			
Campus Operations and General Counsel	36	26	15	9	0	2
Centers and Institutes	33	42	4	9	1	28
Finance and Administration	55	82	21	50	2	9
President's Office	15	33	12	19	2	
Research and Economic Development	7	12	7	5		
Student Affairs	57	62	21	29	1	11
<b>Totals</b>	<b>240</b>	<b>356</b>	<b>142</b> (40%)	<b>157</b> (44%)	<b>7</b> (2%)	<b>50</b> (14%)

*\*Re-delineation of several programs resulted in a reduction of the total number of administrative and support programs to 240.*

The University also implemented the following major changes to organizational structure in the Division of Academic Affairs:

- Dissolution of the College of Social Sciences and Public Affairs (SSPA)
- Creation of the School of Public Service (SPS) and movement of 5 departments from SSPA to SPS
- Movement of five departments from SSPA to the College of Arts and Sciences
- Movement of two departments and University Health Services to the College of Health Sciences
- Creation of the College of Innovation and Design

Two groups of programs were not reviewed initially:

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- Programs less than 3 years old were excluded because they might not have had enough time to fully mature. Those excluded programs, along with all other academic programs, will be reviewed in an annual report that will include information on annual number of graduates, graduates per budget dollar, student credit hours and sections taught per faculty FTE, and measures of progression of students.
- A group of 8 secondary education programs in the social sciences and humanities suffer, in general, from low enrollments. Discontinuation would have served little purpose given that they share most of curriculum with subject area majors. Instead of considering them individually during Program Prioritization, we opted to address them *en masse* during 2014-15. We are considering several options as possible avenues of action: (i) Use recently-created IDoTeach program as a model, which would involve substantial incorporation of teaching curriculum into the subject matter curriculum. The IDoTeach program completely revamped our science secondary education programs and created a set of engineering secondary education program. (ii) Centralize the oversight of the secondary education programs in the College of Education, thereby ensuring more comprehensive focus on secondary teaching methods.

### **Challenges Encountered during Implementation**

Sustaining the process: The primary challenge we face going forward is to ensure we sustain the value of program prioritization. Below we discuss the importance of accreditation and a budget shortfall in helping us to sustain the value of program prioritization.

Oversimplification by outside entities: There is a natural tendency for outside entities to ask for a simple version of the results of program prioritization: what were the scores? What were the rankings? What programs were cut? Release of such information potentially ignores the complexities of the process. Interpretation of rankings must be done with full sensitivity to the robustness of the data that informed those rankings and with full understanding of the context of the programs. If the rankings were publicized, the complexities of the metrics and context would be overshadowed by the rankings themselves. During the 2015 Legislative Session, for example, BSU received a request for the Program Prioritization rankings associated with programs within the Department of Art. We were able to comply with the request, but only with a comprehensive explanation of the complexities of the metrics and context, and without revealing the original (raw) rankings; instead we supplied the rankings after consideration of metrics and context.

Quantifying Impact: Outside entities also ask for information on the fiscal impact of the process, even though a truly accurate accounting of that impact is difficult, if not impossible. For example, the actual impact of discontinuing an academic program can range from freeing up substantial resources (as would result from discontinuation of a program and the faculty lines associated with it) to no impact at all (as would result from a simple reorientation and/or modernization of a degree program). Furthermore, it is important to distinguish between direct fiscal impacts, such as those that occur when one activity is terminated resulting in direct savings, and indirect fiscal impacts such as savings that occur because of an organizational realignment or an improvement of business processes.

### **Opportunities that have been presented**

Two key occurrences (accreditation review and budget shortfall) can be interpreted as opportunities during this last year are discussed below.

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## Regional Accreditation Process

The NWCCU accreditation standards focus on determining how well the institution fulfills its mission. We interpret these standards broadly, in order to form a basis for evaluating the effectiveness of the contributions to institutional mission of the many units that comprise the university. Thus, our reporting to the NWCCU has three perspectives: (i) University-level mission fulfillment; (ii) contribution to institutional mission fulfillment by academic departments and their instructional programs; and (iii) contribution to institutional mission fulfillment by administrative and support programs.

By broadening the focus of accreditation to include the evaluation of administrative and support units, instructional programs, and academic departments (all of which are “programs” in the context of program prioritization), we have created a strong conceptual integration between accreditation and program prioritization. Thus, by addressing our accreditation standards we also sustain the process of program prioritization.

Our evaluation of mission fulfillment for accreditation includes three components: (i) Is the mission clarified so that that evaluation of its fulfillment is possible? (ii) Is the mission being fulfilled (based on evaluation via metrics)? (iii) What action has been taken based on outcomes of the evaluation? Our emphasis is on evaluation that results in action. These components align with the process of program prioritization, which focuses on evaluation of performance using metrics and resulting actions taken. Boise State’s mid-cycle NWCCU accreditation review visit occurred in October 2014. Program Prioritization was used as evidence that we assess fulfillment of the institutional mission and make improvements as a result. The following direct quote from the report of the external review team shows the strong connection at Boise State (note the use of “P<sup>3</sup>” as an abbreviation for “Program Prioritization Process”).

*The P<sup>3</sup> initiative recently undertaken by BSU was, by all indicators, a comprehensive process that required all the constituent components of the campus go through a thorough assessment. An upper level administrator indicated that “the P<sup>3</sup> process has changed the culture in a number of areas on campus” while an Academic Dean characterized the P<sup>3</sup> process as being “one of the best things to have happened to this campus in the past 20 years.” And BSU personnel shared with the visitation team examples of how the “feedback” of assessment results has resulted in tangible changes to the campus. There are many examples of the breadth of its impact: faculty lines have been moved within colleges, programs have been consolidated, facilities no longer charges departments for painting and recarpeting, and the bowling alley - initially slated for removal from the Student Union Building - was “saved” after analyzing the results of both quantitative and qualitative assessments. One Dean indicated that the process has resulted in “a massive overhaul of the curriculum within [his] college.”*

As part of the accreditation process, Boise State previously defined four Core Themes to characterize its primary responsibilities: Undergraduate Education, Graduate Education, Research and Creative Activity, and Community Engagement. During program prioritization, however, it became evident that we do not have a Core Theme that (i) aligns with two of our program prioritization criteria, productivity and efficiency, and (ii) is aligned with the basic notion of program prioritization that the institution should work to ensure its resources are best aligned with the mission. Institutional productivity and efficiency are foundational to our ability to carry out our mission, therefore, we will consider development and adoption of a fifth Core Theme that is focused on responsible stewardship of resources.

## Sustainment in our Budget Processes

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Boise State recently had the opportunity to apply the principles of program prioritization to tough decisions regarding expenditure reductions. FY2014 financial ratios indicated that a large increase in personnel and other expenditures had a negative impact on the University's net income and net assets financial ratios.

In response, we immediately began implementation of strategies to reduce expenditures for FY15 and to plan for permanent reductions for FY16 and beyond. Each division was given a target for permanent reduction of appropriated budgets: Academic Affairs was asked for an overall budget reduction of 1 percent or slightly more than \$1 million. Other divisions were asked to cut by 3%. Each division was then given the flexibility to determine how best to achieve expense reductions. The divisions were asked to make strategic decisions to reduce expenses while maintaining the relevance, quality, productivity, and efficiency of their programs.

The following sections provide some high points of the decisions made by the divisions, and illustrate how the principles of Program Prioritization have informed those decisions.

### Division of Campus Operations and General Counsel

This past year, the division focused on reorganization and renegotiating contracts to implement service improvements and create cost savings. In line with best practices in the industry, the facilities, operations, and maintenance (FOAM) department is being restructured to implement a zoned services approach for delivery of general custodial, maintenance and landscaping services. Zones will also provide a framework that can be used campus-wide to fully integrate and coordinate operations including emergency preparedness. This fully-integrated approach will improve responsiveness, efficiency, and quality of service. Based on this approach, the Division was able to eliminate 7 current vacant positions and reduce operating expenses, saving nearly \$350,000.

The Division is also charged with the creation of a University Public Safety Office and is reorganizing to lay the groundwork. While this will require an investment in professional staff and safety officers, the cost will be partially offset by reducing reliance on a contract with the Boise City Police.

### Division of Finance and Administration

Finance and Administration initiated two major reorganizations based on Program Prioritization results. Human Resources (HR), which scored in the lowest quintile, now has new leadership and is focusing its reorganization on improving service delivery to the campus by implementing the use of HR business partners, who serve as HR generalists assigned to areas of campus who will work directly with staff and faculty to meet their HR needs. The business partners and functional experts work together to help solve customer issues and reduce errors and work-arounds. In addition, major system improvements were initiated to help streamline the multiple processes that the campus utilizes on a daily basis to recruit, hire, compensate and evaluate and promote faculty and staff. Finally, in addition to reorganization, new position descriptions and responsibilities are being developed for many job positions in HR. Importantly, this reorganization has occurred without increasing the budget, and the realignment of responsibilities has created greater opportunities for interaction both within HR and across the campus.

The Office of Information Technology (OIT) was reorganized so as to reduce one-time and long term operational costs. Program Prioritization determined that cost efficiencies could occur if we further centralized IT, thereby reducing redundancy across campus. We did an organizational assessment using best practice business cases from our professional organizations (EDUCAUSE and the Education Advisory

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Board). One outcome was a reduction in software licensing and maintenance costs based on a review of terms and conditions of, and the need for, each contract. As a result, 14 agreements were renegotiated or non-renewed, resulting in permanent annual savings of nearly \$300k. Additional savings will be realized in future years as a result of our transition to cloud-based subscription services.

OIT's organizational realignment took advantage of staff turnover to merge organizational units. In addition, to help counteract the high rate of turnover in OIT technology staff that results from high local demand, OIT worked with HR to create a career progression series for each area. Current staff members were placed in positions based on work experience and expertise and a path for promotional opportunities is outlined. OIT has also created significant opportunities for student employees to work on key IT projects. Student employees were key contributors to our student success dashboards project, and in a number of cases, these students become full time employees upon graduation, and continue to develop their skills and project work. The OIT contract savings and reorganization resulted in a permanent budget reduction of over \$440,000.

*Division of University Advancement and the University Foundation*

The Program Prioritization report created by University Advancement and the Boise State University Foundation's highlighted the opportunity to raise \$7.2 million as a result of an investment of approximately \$500,000. To accomplish this return, the division proposed 7 changes to organizational structure, 21 improvements within programs, and five actions involving resource reallocation. To date, 22 action steps have been accomplished, and as of March 31, 2015, the investment and/or reallocation of approximately \$156,000 has resulted in new gift income of more than \$2.4M for FY15.

Of the remaining action steps left to implement, five involve Foundation reporting, metrics and organization; two involve identification and solicitation of new corporate/foundation prospects; one restores the ability of the planned giving gift officer to focus on highly productive planned giving; and three involve the addition of gift officers to increase income in FY16-20. The remaining action steps are projected to account for more than \$4 million of anticipated income growth.

*Division of Academic Affairs*

The Division of Academic Affairs was required to reduce annual expenditures by \$1.03M. A substantial portion of this reduction was achieved by phasing out programs in the Department of Community and Regional Planning. Importantly, those programs scored low in metrics associated with productivity and efficiency. This action will reduce expenditures by more than \$500,000.

In addition to reducing appropriated budgets by \$1.03M, each college in Academic Affairs was asked to develop strategies to increase revenue. Attrition of students reduces tuition revenue to the university; therefore, increasing retention has a substantial impact on revenues generated, as well as increasing student success. Recruitment also emerged as an important strategy, and is especially effective when it involves programs that have capacity and can therefore accommodate increased numbers of students with no additional instructional cost.

The College of Arts and Sciences proposed actions that include the following:

- Biological Sciences and Anthropology proposed an omnibus set of actions that have at their foundation the creation of a new PhD in Ecology, Evolution, and Behavior. The actions proposed would (i) remove the need for restrictions on enrollments of biology majors, (ii) increase the ability to provide service courses to meet the needs of majors in the health fields, (iii) streamline and improve the quality of the undergraduate curricula of both departments, and (iv) substantially increase the research output of both departments, while providing research and doctoral graduates in the area of human-environmental interaction.



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- Chemistry proposed actions that will increase the success of non-chemistry majors in its General Chemistry and Organic Chemistry courses; success would translate into increased retention of students.
- Communication will develop a non-thesis track within its MA program, making it more appealing to working professionals and increasing enrollment in classes within existing capacity.
- English proposed the creation of two new minors (Professional Writing and Linguistics) and Music will increase recruitment into its minor; these actions will enhance the educational experience of students in other majors, increasing both quality and retention.
- All departments proposed plans to increase the connection between first and second year students and the faculty, thereby increasing retention.

The College of Business and Economics proposed actions that include the following:

- Strengthen advising by investing in additional professional advisors. This action will result in the ability to shift faculty workload from advising to teaching and research, substantially increasing both quality and student retention.
- Create a “Bridge to Career” program and a new minor in Business that will provide non-business majors with skills that will increase their success after graduation. Potential students who know of the program are more likely to be recruited, while students with more confidence in their post-graduate success are more likely to be retained. An additional benefit of the program is the elective coursework made available to non-business majors at relatively low cost.
- Examine the undergraduate curricula with a focus on streamlining to facilitate student progression. Students better able to make progress are more likely to be retained and graduate.

The College of Education proposed actions that include the following:

- Enhance recruitment and retention in those programs with unused capacity.
- Focus substantial effort on securing research grants.

The College of Engineering proposed actions that include the following:

- Enhance recruitment into its professional graduate engineering programs, thereby increasing enrollments in courses with unused capacity. The effort will include the creation of new graduate certificates using existing resources.
- Create a BS in General Engineering, which will provide the option of a generic engineering degree for students who are interested in pre-professional programs (e.g., medical school), entrepreneurship, and secondary-level teaching.

The College of Health Sciences proposed actions that include the following:

- Create a new BS in Public Health that will focus on individual and population-based factors that positively affect the adoption and maintenance of optimal health, which coincides with the goal of the Affordable Care Act. The new degree will provide a more focused and professionally valuable degree option for students who major in Health Sciences Studies, and will therefore increase both recruitment and retention.
- Increase the capacity of the BS in Kinesiology program and enhance advising throughout the department. The result will be increased recruitment and retention.

The newly-created School of Public Service proposed actions that include the following:

- The Departments of Political Science and Criminal Justice will undertake activities to better engage students with their major departments, thereby increasing retention.

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- The Department of Policy and Public Administration will create an Executive Master of Public Administration degree to serve working professionals in a wide variety of organizations.

Undergraduate Studies proposed an initiative that would double the capacity of a highly-successful Learning Assistant program, which provides peer tutors in key lower division courses. The expansion would enable the program to provide assistance to an estimated 9,000 students per year, many of them freshmen in early-career courses. Research has shown that success in early-career courses has substantial impact on retention.

The Graduate College proposed an initiative to increase its capacity for recruiting students to the university's graduate programs. Existing recruiting efforts have been highly successful in actively recruiting students to programs that have in the past relied wholly on passive recruiting. Increased recruiting efforts will increase utilization of graduate program capacities.

The Division of Extended Studies is continuing implementation of its eCampus initiative, which aims to create ten new fully-online undergraduate and graduate degree and certificate programs over the next three years, thereby increasing access while generating revenue.

### **Sustainment in our Program Review processes**

During program prioritization, we measured the performance of instructional programs and the departments in which they are housed using a much broader array of metrics than ever before. In addition, many metrics that had previously received little attention gained substantial import because they were used in scoring programs and for subsequent assignment into quintiles. The following are modifications to our Periodic Review process that emerged from program prioritization:

1. A more extensive but focused set of metrics will be used, which combines those historically used in our annual planning and budget process with those identified in program prioritization. The metrics will continue to be organized using four criteria: relevance, quality, productivity, efficiency. Further work will be done to ensure we have effective metrics for relevance and quality. The data will also (i) provide trends over time, (ii) include student survey data, and (iii) include peer comparisons from the Delaware Study. Finally, we will attempt to create composite measures that show the balance in the department among its various functions using relatively few dimensions (e.g., research & creative activity, student credit hour production, graduate production, and student satisfaction).
  2. The metrics will be reviewed by departments, the dean, and the provost on an annual basis, as well as presented in the self-study for Periodic Review of academic departments and their programs, which occurs every five years. Annual review of data will ensure that there are no surprises at the time of Periodic Review and will increase opportunities for departments to continually improve their operations.
- We will strengthen the focus on assessment of Program Learning Outcomes and the subsequent improvement of curricula. The strength of a department's assessment process is a reasonable proxy for the quality of its programs.

### **Sustainment in our Analytic Capacity**

An important aspect of Program Prioritization has been the expansion of our capability to analyze and make use of data on unit and organizational performance. Our accomplishments in this realm include the following:

- In developing our report to the NWCCU, we made progress in simplifying and creating consistency among the key performance indicators for various purposes: strategic planning,

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performance reporting to the SBOE, strategic enrollment planning, and accreditation. We have identified a set of “important key performance indicators” that have been used as the basis for major initiatives at the university. Those metrics include the following:

- Annual number of baccalaureate graduates, which is an important focus of the SBOE and Complete College Idaho and a driving force for many of our actions and budget requests.
  - Graduation and first year retention rates are the focus of a wide range of initiatives that address one of the goals of our strategic plan.
  - Research expenditures and annual number of doctoral graduates are emblematic of our emergence as a research institution.
  - Performance of students in mastering the University Learning Outcomes is indicative of the quality and success of our Foundational Studies Program, which we regard as a signature experience for undergraduates.
- We are making substantial progress in enhancing data integrity and quality. First, data held within core systems is presently being scrutinized, and in some cases converted to new structures, in order to provide a better foundational base for reporting. Second, the University recently created a Data Quality Council that has the charge “to improve data quality and promote consistency in the definition and use of data at Boise State University.” Finally, we have begun implementation of the software package “Data Cookbook,” which will enhance our consistency in data definitions and help ensure that those developing and using data warehouse reports make use of appropriate data elements.

### **Additional Steps**

1. We will solidify an ongoing evaluation process for administrative and support programs. Doing so is necessary for accreditation and an important step toward sustaining the value of program prioritization. Two key components of this step are:
  - a. All programs need to revisit the metrics they developed during program prioritization, with the goal of ensuring that they truly measure unit effectiveness.
  - b. The university will develop a protocol for review of units to ensure that the metrics developed are systematically evaluated on a regular basis and that improvements are subsequently made.
2. We will systematically examine the centralization of services in several areas, including: (i) custodial services, (ii) employee training, (ii) facilities maintenance, (iv) information technology, and (v) travel arrangements. A separate but related issue is whether to outsource centralized service functions, generally.



**Academic Programs**  
**Program Prioritization Update**  
**June 2015**

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## **Highlights of Idaho State University's August 2014 Outcomes & Plan**

Idaho State University evaluated 270 academic programs. All programs were evaluated and none were held harmless. As part of the program review and analysis process, academic programs were combined into 177 individual program-level evaluations. This resulted in programs being divided into the following five quintiles: Q1) 36, Q2) 35, Q3) 35, Q4) 35, and Q5) 36. Quintiling results were based on the quantitative and qualitative assessments conducted by the colleges. The academic programs utilized a scoring matrix that included the following categories and weighting: Demand (30%), Quality (30%), Revenue and Cost (20%), and Impact & History (20%), which resulted in a final score (for a total amount possible 100%). The descriptors for each of the categories in the matrix can be found in Appendix A.

Academic Affairs also evaluated its non-academic programs, which included the Office of Institutional Research, Office of the Registrar, Library, Graduate School, Early College, Idaho Museum of Natural History, Wellness Center, and the Student Success Center (University Honors Program, TRIO, University Tutoring, Disability Services, and Central Academic Advising). These units used the ISU Non-Academic Programs Analysis Template, and made recommendations for changes to Academic Affairs.

The final analysis and recommendations for academic programs included identification of 75 low-quintile programs with required Action Plans (program consolidations, restructures, or eliminations), and four Improvement Plans for low quintile programs. In addition, there were eight expansions identified, and the creation of four new programs with an additional 29 program changes identified and requested after the initial deadline, bringing the current total to 104 programmatic changes. ISU's timeline and next steps follow a three-phased approach to accomplish the results and recommendations of Program Prioritization.

The Office of Academic Affairs hired a consultant to assist with implementation of the Program Prioritization recommendations. This work began with the Deans' Retreat in July 2014. As part of that retreat, there were three areas of focus: Session I: Exploring Program Prioritization- ISU & WSU, Session II: Framing the Future, and Session III: Leading ISU Forward. The results of the retreat provided a framework for moving forward with proposed changes at the campus, college, and program level. These efforts formed the basis for Idaho State University's strategic planning process for its revised strategic, which began January 2015.

## **Expansion of March 2015 Report**

### **An Outline of Implementation Progress Since the August 2014 Presentations**

- Have any programs that were excluded from the original program prioritization process been reviewed?

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Prior to the August 2014 presentation to the State Board of Education, Idaho State University's (ISU) Office of Academic Affairs evaluated 270 programs with 177 individual program-level evaluations. This analysis resulted in 75 programs requiring some form of Action Plan (these consisted of consolidations, restructures, or eliminations), and an overall total of 104 programmatic changes. No programs were excluded from this process. All programmatic changes were proposed in a three-phased implementation that will take place over the 2015-2018 academic and catalog years. As of May 7, 2015, ISU had taken action on and received approval from the State Board of Education for 65 of the 104 programmatic changes.

**An Outline of Challenges Encountered During Implementation**

Due to the inclusive and comprehensive process take by the Office of Academic Affairs, the challenges have been minimal, and included issues such as managing the processes and actions required for 104 programmatic changes over three academic years; managing relocations and reorganizations within the required SBOE and NWCCU policies; and continuing to maintain open communication processes across campus.

**A List of Opportunities That Have Presented Themselves as a Result of Implementation**

The Office of Institutional Research developed the Program Viability web application for colleges to utilize during the program prioritization process. There are more than 18 reports as part of the Program Viability web application. In Spring of 2015, version 2.1.0 was released, incorporating additional financial reports for use by the deans of each college. For example, a report that shows the tuition and fee revenue (net of waivers and scholarships) by course provides important financial data.

A feature has been added to the web application to allow individuals the ability to export the data into an Excel file with just the click of a button. Another feature added to some reports is "drill-down" capability to allow users the ability to drill-down to see the detail level data that comprises a metric.

The Office of Academic Affairs has also integrated the use of data contained in the Program Viability web application for purposes of external program review for programs that do not undergo specialized accreditation.

In addition, the Program Prioritization process at Idaho State has afforded Academic Affairs the ability to utilize program data to support program planning that will ensure that ISU is meeting the needs of its constituents throughout its geographic footprint (including Meridian, Twin Falls and Idaho Falls). Program changes related to this effort have been integrated into the State Board of Education's Five Year Plan for academic program changes.

## **Impact on Reaccreditation Process**

The impact of Program Prioritization on our recent reaccreditation process was significant. The process of Program Prioritization was explained in detail to the NWCCU evaluation committee. A demonstration of the web application was provided to the committee, and the committee was given access to the entire web application so they could review the data for themselves. One of the commendations Idaho State University received from the Northwest Commission on Colleges and Universities (NWCCU) during our Year 7 Comprehensive Self-Evaluation included the following:

[T]he Commission applauds the University on its process of program prioritization which engages faculty, department heads, professional staff, and administrators in a thoughtful, comprehensive, and inclusive process, yielding information that appears to be guiding planning, budgeting, and strategic reallocation, potentially serving as a model for continuous improvement and achievement of mission fulfillment.

## **Normalizing/Sustaining Program Prioritization in the Institution's Budgeting and Program Review Process**

The Program Viability System assists colleges and Academic Affairs in conducting on-going assessment of program productivity, demand, and highlight areas of need. In addition, the Program Viability data system will be used to support strategic and core theme planning and budget decisions. This is one of the ongoing benefits of Program Prioritization at ISU. One central aspect of this analysis includes an assessment of how the programs align with the University Core Themes. As part of its ongoing strategic planning process, ISU articulates and reviews measurable indicators by which it evaluates adherence to its mission and progress toward fulfillment of core themes. The entire set of strategic plan indicators is continuously tracked by Institutional Research and updated as new data become available.

Normalizing and sustaining program prioritization in the institution's budgeting and program review process has been accomplished by incorporating the web application's data into the process. The Office of Institutional Research created the web application and supporting databases and infrastructure to be an on-going activity. The data is refreshed on a regular schedule to provide users the most current data available. Future enhancements include the addition of dashboards to provide a summary view of specific metrics.





**Non-Academic Programs**  
**Program Prioritization Update**  
**June 2015**

### **Highlights of the August 2014 Outcomes and Plan:**

Non-Academic programs were assessed based upon the following six major areas aiding in the determination of the programs alignment with the goals and strategies of Idaho State University.

1. Key Goals and Objectives
2. Key Services Provided to Customers
3. Key Processes
4. Organization Review
5. Budgeting/Planning
6. Opportunity for Savings or Additional Investments

Criteria used to evaluate the effectiveness and importance of the program to the institution aiding in the assignment to quintiles were based upon five key factors, which were weighted as follows for ranking.

1. Cost-effectiveness (budget vs actual, productivity, performance) – 25%
2. Importance to the institution (mission, vision, core themes, strategic plan, mandates) – 20%
3. Demand (internal, external) – 20%
4. Quality (input, outcomes, how well delivered) – 20%
5. Opportunity (collaboration, resource sharing, savings, process improvements) - 15%

One hundred and seventy four non-academic programs were evaluated and placed into five quintiles. Quintile one reflects the highest priority programs which are those essential to the University's mission, required by NWCCU, federal, state, SBOE policy or local mandates, are cost effective, and are those programs in high demand. Quintile five represents those programs with the lowest priority, which are programs considered non-essential to the University's mission, not required by NWCCU, federal, state or SBOE mandates, are in low demand, are not cost effective and whose responsibilities could be shifted to other programs to eliminate redundancy, duplication, or to achieve operational efficiencies. Comprehensive reviews were conducted by the program directors and reviewed at each level of management – including peer reviews – until receiving final approval by the appropriate vice president and ultimately, the President. For each program identified in quintile five, the responsible vice-presidential unit(s) created action plans including strategies to reduce resources in, consolidate, or eliminate those programs. They then quantified cost savings identified for each action. Programs were reviewed and evaluated identifying opportunities to reallocate resources from lower priority programs to those with higher priority. Fourteen non-academic programs were identified for program prioritization action plans.

### **Implementation Progress Since August 2014:**

Action Plans which have been implemented:

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In *Finance and Administration*, the Assistant Director of Financial Aid position in Idaho Falls has been eliminated and the person that held that position has retired. The Idaho Falls reporting structure has been realigned with financial aid staff now reporting directly to the Director of Student Services, and professional coverage is being provided once per week by a staff member from Pocatello. Information Technology eliminated three vacant ERP training positions. Electronic Repair and Service's telecommunications responsibilities have been shifted to NeTel and Electronic Repair and Services has been merged with the Total Copy Center. The intercampus mail service and Total Copy Center responsibilities have been merged and are now under one manager. The Diversity Resource Center and Gender Resource Center merger is complete. The Gender Resource Center has relocated to the Rendezvous building so that it is physically closer to the Diversity Resource Center (DRC) and the main EO/AA and Diversity office. The staff of both centers collaborate on events, activities, training, and grant proposals enhancing their efficiency and effectiveness.

Legacy software systems (particularly HP1) will be phased out by June 2015. The Campus Cable infrastructure in IT is no longer being actively supported. When equipment is no longer operational, it is not planned for replacement. The proposal to close down the Twin Falls video classrooms and computer lab was not implemented as it was determined that Twin Falls is an essential market for the University's plans to increase enrollment and expanded educational offerings in that location. The IT security awareness program had been slated for discontinuation, and after further evaluation of the training and education benefits it provides, a decision was made to remove it from the implementation plan.

The proposed storekeeper merger of Purchasing Services and Facilities Services implementation was deferred as hard dollar savings were not evident, however the proposal continues to be evaluated to determine if the reorganization will yield improvements in efficiency and effectiveness. The *Facilities Services* energy and sustainability program, while not performing at the desired level, was identified as necessary. The program will continue to be revisited and expanded to a level that will enable the program to achieve the desired results when resources become available.

*University Advancement* implemented a detailed labor analysis to help control special event staffing and adjust overall staff responsibilities. The Golden Bengals program was not originally identified in the action plan, although upon further review of the utilization and benefit, a decision was made to eliminate the program and reallocate the savings to other programs within Alumni Affairs. The remaining advancement programs identified for action plans were determined to present a greater benefit to ISU and the community, and thereby a decision was made to not implement the originally proposed action plans.

As a result of program prioritization, *Student Affairs* is now more closely monitoring attendance at University sponsored community events for the public to determine the need and interest for these events. Student Affairs also has established revenue-generating goals for its quintile five programs.

### **Implementation Challenges and Opportunities:**

In general, there seems to be a cultural resistance to eliminating programs that, while interesting or useful, are not key drivers of the overall success of the institution. The program prioritization process is a beneficial tool for continued evaluation of programs enabling the realignment of resources in institutional budgeting decisions. It provides a means to allow the University to make its programs self-supporting and to adjust funding levels as demand increases or decreases for the programs. While some units looked at Program Prioritization as a cost cutting exercise, others viewed it as a review to reallocate current programs without cost cutting. The Program Prioritization evaluation provides a constructive and consistent method of assessing the effectiveness and efficiency of programs across department and division boundaries. The continued use of Program Prioritization enforces the need to continually assess the quality and necessity of University programs for the benefit of the students, the community, the State of Idaho and its citizens.

### **Impact on Reaccreditation Process:**

Idaho State University received a commendation from the Northwest Commission on Colleges and Universities (NWCUU) during our Year Seven Comprehensive Self-Evaluation, applauding the University on its process of program prioritization. The Academic report completed by the Provost office will provide a more in-depth update on the impact program prioritization had on the reaccreditation process.

### **Sustaining Program Prioritization in the Budgeting and Program Review Process:**

Refinement of the budgeting process continues with a move toward linking budgets to the University Strategic Plan and Program Prioritization. In an effort to maintain the momentum and enhance the effectiveness of the budget process, continued improvements are planned to ensure transparency and openness, facilitate budget to actual reconciliations, enhance budget management, and financial control, and also ensure related training and budget monitoring through the go / no-go meetings.

## Appendix A:

# Program Prioritization Definition & Instructions Academic Programs

## Template

**Program Prioritization  
Definition & Instructions  
Academic Programs**

**College:**  
**Department**  
**Program:**  
**Name:**  
**Email address:**

### **I. Overview**

Many institutions and state systems have launched program prioritization plans under the guidance or influence of Robert Dickeson’s model as represented in his book, *Prioritizing Academic Programs and Services: Reallocating Resources to Achieve Strategic Balance* (Jossey-Bass, 2010). Robert Dickeson presented a workshop to the Idaho State Board of Education on May 15, 2013. On May 16, 2013, the Idaho State Board of Education approved a motion to direct the four-year Idaho institutions “to institute a prioritization of programs process consistent with Dickeson’s prioritization principles and ... to use a quintile prioritization approach and communicate to the Board the criteria and weighting to be used after consultation with their respective campuses” (Office of the Idaho State Board of Education Memo, May 17, 2013). Academic Affairs has implemented a campus-wide process that aligns the Idaho State University Viability Report and the ISU Strategic Plan with a program prioritization model based on the Dickeson framework.

### **II. Instructions for Program Prioritization**

The following criteria and viability indicators will be used to create the Academic Program Prioritization & Weighting Analysis Criteria table below. **The numbers in each cell match the description below.**

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Dickeson Criteria	ISU Viability Indicators	Opportunity Analysis	Size, Scope, Productivity	Core Themes	Weight	Points	Score
Demand	1	2	3	4	30%	0	0
Quality	5	6	7	8	30%	0	0
Revenue & Cost	9	10	11	12	20%	0	0
Impact & History	13	14	15	16	20%	0	0
<b>Totals:</b>					100%	0	0


Enter your responses for the Program Prioritization criteria in the boxes below.

## Demand Row

### **#1-Demand (row) & ISU Viability Indicator (column)**

**1 Demand: ISU Viability Indicator (Narrative)**

- **Internal Demand**
  1. Majors/Minors (PV)
  2. Student Credit Hour Production (PV)
  3. Unduplicated Student Headcount (PV)
- **External Demand**
  1. Market Demand (PV)
  2. Industry Partnerships
  3. Research Partnerships



Program Viability is available on campus to Deans, Associate Deans, Department Chairs, and Program Directors via BengalWeb.

To access **Program Viability** follow the instructions below:

1. Log into **BengalWeb**
2. Click on the **Academics** tab
3. Select the **Institutional Research Internal Website** link in the *Institutional Research* channel

**ISU Viability Indicator definition – Internal & External Demand** – The criterion of internal demand can be accomplished by rating the relative dependence the campus has on the program (Dickeson, 2010-p.74-75). The external demand criterion seeks to assess the need for and attractiveness of the program, usually driven by national statistics (Dickeson, 2010-p.72-74). The Georgetown study of Idaho jobs is one such national statistic.

**Georgetown Study Idaho Jobs**

This report uses data provided by Georgetown University’s Georgetown Public Policy Institute Center on Education and the Workforce which projects the number of job openings in Idaho. The Office of Institutional Research at Idaho State University mapped specific jobs from the raw data from Georgetown University to programs/departments. The complete report can be found at <http://cew.georgetown.edu/recovery2020/>

[Type your response here]

## #2 – Demand (row) & Opportunity Analysis (column)

### 2 Demand: Opportunity Analysis (Narrative)

- Qualitative Indicators

**Opportunity Analysis definition** – This criterion seeks to capitalize on areas that the university may not have considered previously. It seeks to enable faculty and staff to actualize a fundamental reality: what was done in the past was appropriate for the past, but the world today is different, and we must commit ourselves to preparing our graduates for their future. Potential areas and ideas may have a great impact on the university’s future. For example: what about cooperative or collaborative relationships with other departments? With other institutions? What external environmental factors affect the institution in such ways that opportunities are created? (Dickeson, 2010-p.86-87)

*[Type your response here]*

## #3 – Demand (row) & Size, Scope, Productivity (column)

### 3 Demand: Size, Scope, Productivity (Narrative)

- Qualitative Indicators

**Size, Scope, Productivity definition** – This criterion looks at real qualitative numbers. For example: What is the number of faculty, staff, and students required to be a designated department? Does information analysis suggest opportunities for consolidation or restructuring? (Dickeson, 2010-p.80-81)

*[Type your response here]*

## #4 – Demand (row) & Core Themes (column)

### 4 Demand: Core Themes (Popup window)

1. Check which of the ISU Mission Statement and Core Themes 1-4 apply.
2. Enter narrative text which defines the key linkages between the program and the university’s mission and core themes that you checked.

1. Fill in Yes/No box (using Text Highlight Color) to answer which of the ISU Mission Statement and Core Themes 1-4 apply.
2. Then enter narrative text (in the box below) which defines the key linkages between the program and the University’s mission and Core Themes.



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**Yes /No  ISU Mission Statement:** The mission of Idaho State University is to advance scholarly and creative endeavors through the creation of new knowledge, cutting-edge research, innovative artistic pursuits and high-quality academic instruction; to use these qualities to enhance technical, undergraduate, graduate, and professional education, health care, and other services provided to the people of Idaho, the Nation, and the World; and to develop citizens who will learn from the past, think critically about the present, and provide leadership to enrich the future in a diverse, global society.

**Yes /No  CORE THEME ONE: **LEARNING AND DISCOVERY**** - Idaho State University promotes an environment that supports learning and discovery through the many synergies that can exist among teaching, learning, and scholarly activity.

**Yes /No  CORE THEME TWO: **ACCESS AND OPPORTUNITY**** - Idaho State University provides opportunities for students with a broad range of educational preparation and backgrounds to enter the university and climb the curricular ladder so that they may reach their intellectual potential and achieve their goals and objectives.

**Yes /No  CORE THEME THREE: **LEADERSHIP IN THE HEALTH SCIENCES**** - Idaho State University values its established statewide leadership in the health sciences with primary emphasis in the health professions. We offer a broad spectrum of undergraduate, graduate, and postgraduate training. We deliver health-related services and patient care throughout the State in our clinics and postgraduate residency training sites. We are committed to meeting the health professions workforce needs in Idaho. We support professional development, continuing education, and TeleHealth services. We are active in Health Sciences research.

**Yes /No  CORE THEME FOUR: **COMMUNITY ENGAGEMENT AND IMPACT**** - Idaho State University, including its outreach campuses and centers, is an integral component of the local communities, the State and the intermountain region. It benefits the economic health, business development, environment, and culture in the communities it serves.

*[What are the key linkages between your program and the University's Mission & Core Themes?]*

**#18 – DEMAND Points (column)**

**18** Points Value (User Input)

- \* Category grade entered by the Dean, Department Chair, or Program Director based on analysis of the information, intimate knowledge, and insight
- \* Range: 0-100

*[Type your response for the DEMAND points value here]*

# Quality

## #5 – Quality (row) & ISU Viability Indicator (column)

**5** Quality: ISU Viability Indicator (Narrative)

- **Quality of Outcomes**
  1. Degree Production (PV)
  2. Licensure Rates
  3. Specialized Accreditation (PV)
  4. Certification/Completion Rates
  5. Mission/Institutional Focus
- **Quality of Inputs**
  1. Departmental Faculty/Staff (PV)
  2. Instructional FTE/SCH (PV)
  3. Fall to Fall Retention (PV)
  4. Scholarship/Research (AI)

PV = Program Viability  
AI = Activity Insight

Program Viability is available on campus to Deans, Associate Chairs, and Program Directors via BengalWeb.

To access **Program Viability** or **Activity Insight** follow the directions below:

1. Log into **BengalWeb**
2. Click on the **Academics** tab
3. Select the **Institutional Research Internal Website** link for Program Viability or the **Activity Insight** link in the *Institutional Research* channel

**Quality definition – Quality of Outcomes and Quality of Inputs** – The inputs criterion seeks to address the quality of the program’s contributions and evaluate the processes in place to take advantage of the following resources: faculty and staff, percentage of instruction offered by full-time faculty, students, curriculum, and adaptability to technology. Quality outcomes are based on the resources it will take to make a viable program that produces well-rounded graduates ready for the job market (Dickeson, 2010-p.75-79).

[Type your response here]

## #6 – Quality (row) & Opportunity Analysis (column)

**6** Quality: Opportunity Analysis (Narrative)

- Qualitative Indicators

**Opportunity Analysis definition** – This criterion seeks to capitalize on areas that the university may not have considered previously. It seeks to enable faculty and staff to actualize a fundamental reality: what was done in the past was appropriate for the past, but the world today is different, and we must commit ourselves to preparing our graduates for their future. Potential areas and ideas may have a great impact on the university’s future. For example: what about cooperative or collaborative relationships with other departments? With other institutions? What external environmental factors affect the institution in such ways that opportunities are created? (Dickeson, 2010-p.86-87)

[Type your response here]

## #7 – Quality (row) & Size, Scope, Productivity (column)

### 7 Quality: Size, Scope, Productivity (Narrative)

- Qualitative Indicators

**Size, Scope, Productivity definition** – This criterion looks at real qualitative numbers. For example: What is the number of faculty, staff, and students required to be a designated department? Does information analysis suggest opportunities for consolidation or restructuring? (Dickeson, 2010-p.80-81)

*[Type your response here]*

## #8 – Quality (row) & Core Themes (column)

### 8 Quality: Core Themes (Popup window)

1. Check which of the ISU Mission Statement and Core Themes 1-4 apply.
2. Enter narrative text which defines the key linkages between the program and the university's mission and core themes that you checked.

1. Fill in Yes/No box (using Text Highlight Color) to answer which of the ISU Mission Statement and Core Themes 1-4 apply.
2. Then enter narrative text (in the box below) which defines the key linkages between the program and the University's mission and Core Themes.

**Yes /No**  **ISU Mission Statement:** The mission of Idaho State University is to advance scholarly and creative endeavors through the creation of new knowledge, cutting-edge research, innovative artistic pursuits and high-quality academic instruction; to use these qualities to enhance technical, undergraduate, graduate, and professional education, health care, and other services provided to the people of Idaho, the Nation, and the World; and to develop citizens who will learn from the past, think critically about the present, and provide leadership to enrich the future in a diverse, global society.

**Yes /No**  CORE THEME ONE: **LEARNING AND DISCOVERY** - Idaho State University promotes an environment that supports learning and discovery through the many synergies that can exist among teaching, learning, and scholarly activity.

**Yes /No**  CORE THEME TWO: **ACCESS AND OPPORTUNITY** - Idaho State University provides opportunities for students with a broad range of educational preparation and backgrounds to enter the university and climb the curricular ladder so that they may reach their intellectual potential and achieve their goals and objectives.

**Yes /No**  CORE THEME THREE: **LEADERSHIP IN THE HEALTH SCIENCES** - Idaho State University values its established statewide leadership in the health sciences with primary emphasis in the health

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professions. We offer a broad spectrum of undergraduate, graduate, and postgraduate training. We deliver health-related services and patient care throughout the State in our clinics and postgraduate residency training sites. We are committed to meeting the health professions workforce needs in Idaho. We support professional development, continuing education, and TeleHealth services. We are active in Health Sciences research.

**Yes**  **No**  **CORE THEME FOUR: COMMUNITY ENGAGEMENT AND IMPACT** - Idaho State University, including its outreach campuses and centers, is an integral component of the local communities, the State and the intermountain region. It benefits the economic health, business development, environment, and culture in the communities it serves.

*[What are the key linkages between your program and the University's Mission & Core Themes?]*

**#18 – QUALITY Points (column)**

**18** Points Value (User Input)

- \* Category grade entered by the Dean, Department Chair, or Program Director based on analysis of the information, intimate knowledge, and insight
- \* Range: 0-100

*[Type your percentage response for the QUALITY points value here]*

**Revenue & Cost**

**#9 – Revenue & Cost (row) & ISU Viability Indicator (column)**

**9** Revenue & Costs: ISU Viability Indicator (Narrative)

1. Tuition and Fees (PV)
2. Local Fund Revenue (PV)
3. Grant Funding (PV)
4. Expenditures (PV)
5. Cost per Credit Hour (PV)

**Revenue & Costs definition** – Resources can be generated from enrollment, research grants, fundraising, equipment grants, other sources and potential revenue. Relationships (program-specific, university-corporate, economic development, joint ventures, etc.), for example, may yield many community, state

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and world benefits that cannot be measured with money, but benefit students greatly. Resources are sometimes more important than money (Dickeson, 2010-p.81-84).

*[Type your response here]*

**#10 – Revenue & Cost (row) & Opportunity Analysis (column)**

**10 Revenue & Costs: Opportunity Analysis (Narrative)**

- Qualitative Indicators

**Opportunity Analysis definition** – This criterion seeks to capitalize on areas that the university may not have considered previously. It seeks to enable faculty and staff to actualize a fundamental reality: what was done in the past was appropriate for the past, but the world today is different, and we must commit ourselves to preparing our graduates for their future. Potential areas and ideas may have a great impact on the university’s future. For example: what about cooperative or collaborative relationships with other departments? With other institutions? What external environmental factors affect the institution in such ways that opportunities are created? (Dickeson, 2010-p.86-87)

*[Type your response here]*

**#11 – Revenue & Cost (row) & Size, Scope, Productivity (column)**

**11 Revenue & Costs: Size, Scope, Productivity (Narrative)**

- Qualitative Indicators

**Size, Scope, Productivity definition** – This criterion looks at real qualitative numbers. For example: What is the number of faculty, staff, and students required to be a designated department? Does information analysis suggest opportunities for consolidation or restructuring? (Dickeson, 2010-p.80-81)

*[Type your response here]*

**#12 – Revenue & Cost (row) & Core Themes (column)**

**12 Revenue & Costs: Core Themes (Popup window)**

1. Check which of the ISU Mission Statement and Core Themes 1-4 apply
2. Enter narrative text which defines the key linkages between the program and the university's mission and core themes that you checked.

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1. Fill in Yes/No box (using Text Highlight Color) to answer which of the ISU Mission Statement and Core Themes 1-4 apply.
2. Then enter narrative text (in the box below) which defines the key linkages between the program and the University's mission and Core Themes.

**Yes /No**  **ISU Mission Statement:** The mission of Idaho State University is to advance scholarly and creative endeavors through the creation of new knowledge, cutting-edge research, innovative artistic pursuits and high-quality academic instruction; to use these qualities to enhance technical, undergraduate, graduate, and professional education, health care, and other services provided to the people of Idaho, the Nation, and the World; and to develop citizens who will learn from the past, think critically about the present, and provide leadership to enrich the future in a diverse, global society.

**Yes /No**  **CORE THEME ONE: **LEARNING AND DISCOVERY**** - Idaho State University promotes an environment that supports learning and discovery through the many synergies that can exist among teaching, learning, and scholarly activity.

**Yes /No**  **CORE THEME TWO: **ACCESS AND OPPORTUNITY**** - Idaho State University provides opportunities for students with a broad range of educational preparation and backgrounds to enter the university and climb the curricular ladder so that they may reach their intellectual potential and achieve their goals and objectives.

**Yes /No**  **CORE THEME THREE: **LEADERSHIP IN THE HEALTH SCIENCES**** - Idaho State University values its established statewide leadership in the health sciences with primary emphasis in the health professions. We offer a broad spectrum of undergraduate, graduate, and postgraduate training. We deliver health-related services and patient care throughout the State in our clinics and postgraduate residency training sites. We are committed to meeting the health professions workforce needs in Idaho. We support professional development, continuing education, and TeleHealth services. We are active in Health Sciences research.

**Yes /No**  **CORE THEME FOUR: **COMMUNITY ENGAGEMENT AND IMPACT**** - Idaho State University, including its outreach campuses and centers, is an integral component of the local communities, the State and the intermountain region. It benefits the economic health, business development, environment, and culture in the communities it serves.

*[What are the key linkages between your program and the University's Mission & Core Themes?]*

**#18 – REVENUE & COST Points (column)**

**18** **Points Value (User Input)**

- \* Category grade entered by the Dean, Department Chair, or Program Director based on analysis of the information, intimate knowledge, and insight
- \* Range: 0-100

*[Type your response for the REVENUE & COST points value here]*

## Impact & History

### #13 – Impact & History (row) & ISU Viability Indicator (column)

#### 13 Impact & History: ISU Viability Indicators (Narrative)

1. Scholarship/Research **[AI]**
2. Alumni Support
3. Program's Distinction **[PV]**

**Impact & History definition** – Consider why the program was established and what were the institution's original expectations? Has the program adapted to meet changing demands: locally, regionally, and nationally since its inception? Is the program still able to produce well rounded students according to today's job market and expectations? (Dickeson, 2010-p.71-72) and (Dickeson, 2010-p.84-85)

*[Type your response here]*

### #14 – Impact & History (row) & Opportunity Analysis (column)

#### 14 Impact & History: Opportunity Analysis (Narrative)

- Qualitative Indicators

**Opportunity Analysis definition** – This criterion seeks to capitalize on areas that the university may not have considered previously. It seeks to enable faculty and staff to actualize a fundamental reality: what was done in the past was appropriate for the past, but the world today is different, and we must commit ourselves to preparing our graduates for their future. Potential areas and ideas may have a great impact on the university's future. For example: what about cooperative or collaborative relationships with other departments? With other institutions? What external environmental factors affect the institution in such ways that opportunities are created? (Dickeson, 2010-p.86-87)

*[Type your response here]*

## #15 – Impact & History (row) & Size, Scope, Productivity (column)

### 15 Impact & History: Size, Scope, Productivity (Narrative)

- Qualitative Indicators

**Size, Scope, Productivity definition** – This criterion looks at real qualitative numbers. For example: What is the number of faculty, staff, and students required to be a designated department? Does information analysis suggest opportunities for consolidation or restructuring? (Dickeson, 2010-p.80-81)

*[Type your response here]*

## #16 – Impact & History (row) & Core Themes (column)

### 16 Impact & History: Core Themes (Popup window)

1. Check which of the ISU Mission Statement and Core Themes 1-4 apply.
2. Enter narrative text which defines the key linkages between the program and the university's mission and core themes that you checked.

1. Fill in Yes/No box (using Text Highlight Color) to answer which of the ISU Mission Statement and Core Themes 1-4 apply.
2. Then enter narrative text (in the box below) which defines the key linkages between the program and the University's mission and Core Themes.

**Yes /No**  **ISU Mission Statement:** The mission of Idaho State University is to advance scholarly and creative endeavors through the creation of new knowledge, cutting-edge research, innovative artistic pursuits and high-quality academic instruction; to use these qualities to enhance technical, undergraduate, graduate, and professional education, health care, and other services provided to the people of Idaho, the Nation, and the World; and to develop citizens who will learn from the past, think critically about the present, and provide leadership to enrich the future in a diverse, global society.

**Yes /No**  **CORE THEME ONE: **LEARNING AND DISCOVERY**** - Idaho State University promotes an environment that supports learning and discovery through the many synergies that can exist among teaching, learning, and scholarly activity.

**Yes /No**  **CORE THEME TWO: **ACCESS AND OPPORTUNITY**** - Idaho State University provides opportunities for students with a broad range of educational preparation and backgrounds to enter the university and climb the curricular ladder so that they may reach their intellectual potential and achieve their goals and objectives.

**Yes /No**  **CORE THEME THREE: **LEADERSHIP IN THE HEALTH SCIENCES**** - Idaho State University values its established statewide leadership in the health sciences with primary emphasis in the health professions. We offer a broad spectrum of undergraduate, graduate, and postgraduate training. We deliver health-related services and patient care throughout the State in our clinics and postgraduate



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residency training sites. We are committed to meeting the health professions workforce needs in Idaho. We support professional development, continuing education, and TeleHealth services. We are active in Health Sciences research.

**Yes** /**No**  **CORE THEME FOUR: COMMUNITY ENGAGEMENT AND IMPACT** - Idaho State University, including its outreach campuses and centers, is an integral component of the local communities, the State and the intermountain region. It benefits the economic health, business development, environment, and culture in the communities it serves.

*[What are the key linkages between your program and the University's Mission & Core Themes?]*

**#18 – IMPACT & HISTORY Points (column)**

**18** Points Value (User Input)

- \* Category grade entered by the Dean, Department Chair, or Program Director based on analysis of the information, intimate knowledge, and insight
- \* Range: 0-100

*[Type your response for the REVENUE & COST points value here]*

**References**

Dickeson, R. C. (2010). *Prioritizing Academic Programs and Services: Reallocating Resources to Achieve Strategic Balance.*

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**University of Idaho, Program Prioritization Report  
June 2015 Update – Academic Affairs**

**Highlights from original plan:**

The University of Idaho Program prioritization August 2014 plan included closure of the Office of Community Partnership, a total re-organization of interdisciplinary programs, the re-structuring of several degree programs, and the closure of programs with low enrollment.

Compliance was identified as an area of institutional risk in need of additional funding. The areas of Enrollment Management and University Marketing were identified for further attention by way of development of a business plan and possible additional financial investment.

The University of Idaho plan included development of action plans for lower-quartile programs.

**Expansion on the March 2015 report topics:**

**A. Progress since August 2014:**

The University of Idaho completed the following academic program changes:

Moved	<ul style="list-style-type: none"> <li>• Biological and Ag Engineering degrees from the College of Ag and Life Sciences to Engineering</li> <li>• Bioinformatics and Computational Biology program and degree into the College of Science</li> <li>• Bioregional Planning program and degree into the College of Art and Architecture</li> <li>• Neuroscience program and degree to the Dept. of Biology, College of Science</li> <li>• Environmental Science program and degree to the College of Natural Resources</li> <li>• Water Resources program and degrees to the College of Ag and Life Sciences</li> </ul>
Program Component Changes	<ul style="list-style-type: none"> <li>• B.S. Ag Econ.: consolidated two degrees into one with areas of emphasis</li> <li>• B. Music Education: consolidated three degrees into one with areas of emphasis</li> <li>• B. Music: consolidated two degrees into one with areas of emphasis</li> <li>• B.A./B.S. Music: consolidated three degrees into one with areas of emphasis</li> <li>• B.F.A. Music Theatre: discontinued major &amp; degree, added as minor</li> </ul>
Name Changes	<ul style="list-style-type: none"> <li>• Conservation Social Sciences to Natural Resources and Society Faculty are discussing structural changes, with submission of a future program proposal if applicable.</li> </ul>

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Discontinued	<ul style="list-style-type: none"> <li>• Medical Technology B.S.</li> <li>• American Studies B.A. and B.S.</li> <li>• Art Education B.S. Art Ed.</li> <li>• Adult/Organizational Learning and Leadership Ed.S.A.O.L.L.</li> <li>• Hydrology M.S.</li> <li>• Microbiology, Molecular Biology &amp; Biochemistry M.S.</li> <li>• English M.A.T.</li> <li>• Art M.A.T</li> <li>• Environmental Engineering M.S. and M.Eng.</li> <li>• Adult Basic Ed/GED Instructor Certificate</li> <li>• Heating, Ventilation, Air Conditioning Certificate</li> <li>• Adv. Materials Design Certificate</li> <li>• Semiconductor Theory and Devices Certificate</li> <li>• Water Resources Eng. Certificate</li> <li>• Electric Machines Certificate</li> <li>• Communications and Control Certificate</li> <li>• Structural Engineering Certificate</li> <li>• Applied Geotechnics Certificate</li> <li>• UI Leadership Undergraduate Academic Certificate</li> </ul>
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Compliance: The University allocated resources to strengthen Compliance functions.

Enrollment Management: A Vice Provost for Student Affairs and Enrollment Management was hired mid-fiscal year, and she is in the process of assessing enrollment management operations and formulating a business plan which will include an overall budget and request for additional ongoing resources.

Marketing: The Vice President for Advancement responsible for both Advancement/Alumni Relations function as well as Communications and Marketing. At vacancy, the two roles were bifurcated, and an Executive Director for Communications and Marketing was appointed with a direct reporting line to the President separately from the next Vice President for Advancement.

No programs were excluded from the initial exercise.

This Spring, all (not just low-quintile) programs completed an Action Plan intended to target efforts towards student enrollment/retention and increased support for scholarly and creative activities of our faculty, staff and students. All programs also completed metrics reports which added a year of data to the reports filed last year, and included questions to prompt review of the data for trends, and indicators that could inform future actions.

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**B. Outline of challenges encountered during implementation:**

There were two implementation challenges. It was sometimes difficult to move the shared governance approval process at the same pace as the program prioritization process. As a result, the program prioritization process was sometimes ahead of shared government approvals. Second, changes in the processes at the Northwest Commission on Colleges and Universities did not always align with the program prioritization process that the State Board of Education office and especially that CAAP agreed to follow.

**C. List of opportunities:**

- Able to invest in the James A. and Louise McClure Center for Public Policy Research which has done an important survey on Idahoans' attitudes related to the state highway system; partnered with the Boise State University Andrus Center on a significant conference dealing with educational issues; and is conducting a comprehensive study of "go-on" rates in Idaho that will be important to all of higher education and to the state as a whole.
- Opportunity to make targeted hires in areas of importance to the state and to the University of Idaho—specifically indigenous STEM education and fish research at Hagerman.
- Opportunity to streamline degree programs
- The University of Idaho was able to tie plans for enrollment growth to capacity

**Impact on reaccreditation process:**

The Program Prioritization Process (Focus for the Future at the University of Idaho) allowed the institution to demonstrate to accreditors that the institution was making an effort to tie resources to strategic planning and was uses data to make decisions. A number of external program reviews referred to the process—Environmental Science, Food Science, Water Resources, Master of Natural Resources, Art & Architecture.

**Normalizing/sustaining program prioritization in the budget and program review process:**

All of the units at the University of Idaho updated the Program Prioritization templates. This update provided an opportunity to do more than collect data. It allowed units to analyze trends and to track improvements. The institution tied the completion of this exercise to the performance evaluation process for unit administrators. They will provide Provost John Wiencek with a valuable planning and decision-making tool. Program prioritization principles will be prominent the next strategic plan and the next NWCCU Accreditation cycle starting this Fall. The University of Idaho has hired a new Director for Institutional Research and Assessment, reporting to the Provost and Executive View President. This will ensure "closing the loop" on program assessment as a means of informing future actions. There is a commitment by the UI administration to employing process improvement ideals in all aspects of the university that will inform decisions about where our resources, both financial and otherwise, are invested to best serve the citizens of the State of Idaho.

**Attachments:**

August 2014 Report and March 2015 Mid-Year Academic Affairs Update



*Program Prioritization Report to the Idaho State Board of Education  
August 6, 2014*

*The below report summarizing the results of program prioritization activities over the last year in responding to guidelines distributed May 15, 2014 and subsequent instruction at the July IRSA meeting in preparation for the August Board Work Session.*

**1. The institution's overarching goals (i.e. desired outcomes).**

The three institutional goals established for this program prioritization process, which the University of Idaho internally referred to as Focus for the Future, were:

**Prioritized Faculty Hiring.** All new and vacated full-time faculty positions would be invested in high-level University strategic priorities, including “cluster hires” that advance select disciplinary and interdisciplinary efforts, student success, research revenue opportunities, accreditation achievement, and solutions to the most important societal problems. All academic units, including academic units in which the new or vacated faculty positions originate, would be required to make investment proposals according to priority areas identified by the Dickeson-based prioritization process for academic programs. No faculty investments would be made in low priority areas. Faculty resources would be used strategically to advance higher University and State of Idaho priorities. Investments would reflect all dimensions of the University of Idaho’s mission: teaching, scholarship, outreach, and engagement.

**Program Review.** A rigorous review would be conducted of programs placed on a “watch” list during the University’s previous prioritization process, as well as other programs found to be low priorities according to the criteria used in the current prioritization process. Such programs would be considered for remediation if they are indispensable to a core mission, and if specific remediation steps can be taken cost-effectively; otherwise, they would be considered for closure or consolidation, and resources will be aligned with higher priorities.

**Enhanced Operational Efficiency.** We would review the efficiency in administrative units and “programs” as defined in the State Board’s directive (and accompanying staff memorandum). These units and “programs” would be evaluated according to the same process and criteria used in the academic unit prioritization process, to the extent they are applicable directly or by analogy. Particular attention would be paid to opportunities for University-wide centralization or decentralization and standardization of equipment and procedures (e.g., information technology, personnel administration, and fiscal management). The timing of the evaluation of nonacademic units and “programs” might have been affected by the pace at which the academic programs were evaluated, because the academic program array would determine in part the distribution of administrative support for the academic programs.

## 2. The measurement criteria and the units of program analysis.

As was described in the June 2013 report to the State Board of Education/University of Idaho Board of Regents, the University of Idaho implemented, and has been using Dickeson's concept of program prioritization since 2008 – 2009 when all of our academic programs were assessed as part of our ongoing assessment and continuous improvement efforts. To be clear, our process was not solely his evaluation scheme, but the concepts were foundational. In order to apply a common set of criteria to all academic and non-academic programs as well as administrative and operating units, we refined our understanding of the criteria and adopted the following definitions for our review:

- **Centrality.** The program is central to the mission and future of the University of Idaho as a land-grant, national, research institution. The program is responsive to the vision and strategic plan of the University and to important stakeholders throughout Idaho.
- **External Demand.** The current and future demand for program graduates, research, scholarship, and outreach is strong; the program plays a unique role in the state and stakeholders seek the expertise of the program faculty.
- **Internal Demand.** The program is relied upon by other programs outside the department for coursework, scholarly collaborations, grant collaborations, or core services.
- **Quality.** The program contributes to the national and international reputation of the University, and the work of the faculty is nationally and internationally recognized as significant. Faculty achievements in teaching, research, professional service, and outreach are nationally recognized. The program enables student success through the demonstrated achievement of established UI learning outcomes. It provides students with high quality learning experiences that offer integrated learning opportunities and skill building for addressing complex problems. The program enhances the quality of the learning experience through diversity of students, faculty, and staff.
- **Size and Scope.** The program includes a critical mass of faculty and provides a program to a significant number of students.
- **Productivity.** On a per FTE basis, the program produces significant numbers (when compared to appropriate peers) of graduates, student credit hours, scholarly products or performances, and outreach events and participants.
- **Cost Effectiveness.** The program expenditures relative to the various productivity measures are comparable to similar programs at other national research institutions. Evidence indicates that the funds invested in the program produce a healthy mix of student enrollment, research activity and funding, and other income.
- **Impact.** The outreach work of the program has produced significant changes in the practices or conditions of key stakeholder audiences. The program's research, teaching, and outreach components contain mutually-beneficial outcomes. The program is responsive to the vision and strategic plan of the University and to relevant stakeholders throughout Idaho.
- **Synergies.** The program is engaged in cooperative interactions across departments or other administrative units both within the University of Idaho and/or with groups outside the UI that enhance quality and/or productivity providing clear benefits to students and/or faculty. Complex problems are addressed with interdisciplinary strength.

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The above criteria were weighted, and the following definitions were developed for scoring:

- 1 – Poor Alignment.** The program does not effectively support the criterion statement
- 2 – Moderate Alignment.** The program moderately supports some of the characteristics in the criterion statement
- 3 – Good Alignment.** The program generally supports the characteristics of the criterion statement
- 4 – Strong Alignment.** The program strongly supports nearly all of the characteristics of the criterion statement
- 5 – Highest Alignment.** The program convincingly supports all of the characteristics of the criterion statement

**3. How many programs were evaluated and how many programs were placed in each quintile.**

The University of Idaho applied the criteria and evaluation metrics to 358 programs. Scores to two decimals ranged from 1.00 to 5.00. Leadership initially placed programs in quintiles based upon those scores then academic degree programs with the lowest enrollment were assigned to the 5<sup>th</sup> quintile.

Number of programs by type	Preliminary /Absolute Quintiles (reverse of scoring)					
	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	Total
Academic Programs (degrees, certificates & majors)	46	100	14	9	41	<b>210</b>
Academic and Student Support Programs/Units	17	57	13	1	0	<b>88</b>
Non-Academic Programs/Units	15	15	10	16	4	<b>60</b>
<b>Total</b>	<b>78</b>	<b>172</b>	<b>37</b>	<b>26</b>	<b>45</b>	<b>358</b>

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The data was then re-examined and leadership assigned quintiles based on a combination of rubric scores and the qualitative components of the review. These final/relative quintiles normalized the data and created five distinct groups that were representative of the rubric scores, metrics such as enrollment and expenditures, and extensive qualitative data.

Number of programs by type	Final/Relative Quintiles					
	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	Total
Academic Programs (degrees, certificates & majors)	30	44	44	51	41	<b>210</b>
Academic and Student Support Programs/Units	17	15	15	27	14	<b>88</b>
Non-Academic Programs/Units	15	9	11	14	11	<b>60</b>
<b>Total</b>	<b>62</b>	<b>68</b>	<b>70</b>	<b>92</b>	<b>66</b>	<b>358</b>

**4. For those programs in either the top or bottom quintile, please generally explain the common factors that led to their current placement.**

Our application of the weighted criteria informed quintile placement. *Centrality*, or lack thereof, in terms of the University of Idaho’s historic land grant mission and the institution’s position as a comprehensive research institution were clearly a major factor. The other emphasis was on program *quality*. This aligns well with the State Board of Education/University of Idaho Board of Regents intention related to program prioritization, that it fulfills the requirements of zero based budgeting. Certainly the allocation of resources to programs and conversely the decision to not do so were major contributing factors to quintile placement.

**5. What lessons were learned (e.g. implications to the institution, future application, etc.) and what actions are being taken, including considerations of sustainability.**

The process resulted in several key conclusions. First, despite reduced state allocations over the last several years the University continues to fulfill its historic land grant mission and quality remains high. While this rigorous process did highlight some programs that were under-performing and/or no longer of central importance—the most noteworthy conclusion for various constituencies was a recognition of a deep commitment to quality and a higher level of accomplishment than community members hypothesized prior to completion of the process. Consequently, one implication for the University is a widespread dedication to purposeful communication regarding the University of Idaho’s people and programs and their considerable



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positive impact upon Idaho, the nation, and the world. A second lesson learned was that forward-looking leadership demands that the institution stay the course in terms of making changes that enhance the quality of our programs and ensure that they align strongly with our mission as a land-grant, national, research institution. Third, the University of Idaho community must own its own destiny if the institution's second 125 years is to continue the impressive trajectory of the previous 125 years. Fourth, the Focus for the Future program prioritization work at the University of Idaho pointed to a number of crucial areas that cross or transcend "programs" but are nonetheless areas that demand attention. These include compliance, information technology, interdisciplinary programs, financial aid, and procurement.

Since 2008 the University of Idaho has been committed to program prioritization as a means of assessing and continually aligning programs, activities and resources with the mission and goals of the institution. Focused program prioritization efforts over the last year strengthen and build upon our institutional process. President Chuck Staben's arrival, the launch of a national search for a permanent provost and executive vice president, and the restructuring of our Institutional Research Office provide an opportunity for implementing a long-term strategy for ongoing review of both academic and non-academic programs. We will continue to use the shared governance approved criteria in place since 2008 and the weighting established as part of the current program prioritization process, and we will continue to refine the data sets required for program prioritization.

**6. A narrative of the process explaining the level of rigor applied.**

This comprehensive review of all programs advanced the work accomplished in 2008 as it tested the effectiveness of earlier program review and expanded it through inclusion of non-academic programs in addition to a thorough and rigorous review of our academic programs.

The University of Idaho's shared governance tradition dictated the institution's program prioritization process. The year-long program prioritization process—Focus for the Future—therefore included broad participation from various constituencies and representing the more than 70 University locations around the state of Idaho. A session that included more than 100 University leaders resulted in definitions of the program prioritization criteria and consensus regarding the weight of each of the criteria (centrality, external demand, internal demand, quality, size and scope, productivity, cost effectiveness, impact, and synergies). Various units worked for approximately one month in order to compile a working list of programs. University leadership assessed this list and compiled a list of 358 programs and units for evaluation. Program stakeholders engaged in comprehensive conversations regarding appropriate metrics. Although not apparent at the outset, these activities turned out to be incredibly valuable as units reflected upon their work, evaluation methodology, and national best practices and benchmarks. Gathering the data at a complex institution demanded significant effort from the entire University of Idaho community. Program leaders then compiled complete program reports using the nine established criteria. Unit leaders conducted their own assessments that included evaluating the data, metrics, and conclusions from program leader reports. Vice presidents reviewed this work. A January 13-14, 2014 retreat allowed leadership to consider all of the reports. Following considerable discussion, the retreat resulted in the formation of 6

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work groups tasked with further fine-tuning of the data and reports, providing a more holistic consideration of both. Incorporating the results of these parallel efforts, the Interim Provost and Executive Vice President communicated proposed actions to the university community on April 23, 2014. Colleges and other units conducted all inclusive meetings to discuss the April 23 proposals and provided minutes of these meetings to the executive leadership. Approximately 350 people provided comments on the Focus for the Future website. President Chuck Staben met with stakeholder groups that requested a meeting and conducted in depth conversation with his leadership team. President Staben issued final Focus for the Future/Program Prioritization decisions on July 1, 2014.

**7. Key process documents including templates and surveys used to collect the data. If applicable, please include a link to the web application.**

Attached are seven documents developed for this process:

1. Program Scoring Rubric
2. Summary Report for Academic Departments
3. Summary Report for Academic Programs
4. Summary Report for All Colleges
5. Summary Report for All Programs
6. Summary Report for Sub-Units
7. Summary Report for All Units

**8. Key milestones and dates throughout the process.**

<b>Phase 1</b>	<b>Process Overview</b>
<b>5/28/13</b>	Interim President Burnett held meetings with senior leadership and Faculty Senate leadership to discuss the continued use of UI criteria that had initial discussion and approval in 2008 process
<b>6/19/13</b>	Board approved proposed criteria at SBOE meeting
<b>7/22/13</b>	Community-wide communication about Focus for the Future sent from Provost and Executive Vice President Katherine Aiken
<b>9/16/13</b>	Presented and collected input at President's Breakfast
<b>10/14/13</b>	Provost/EVP appointed the Phase 1 Task Force
<b>10/25/13</b>	All Unit Leads submitted list of programs to Provost/EVP for approval
<b>10/29/13</b>	Provost/EVP approved or required changes to program list
<b>10/30/13</b>	Focus for the Future Open Forum: Final program template, rubric, and review process materials distributed to Unit Leads
<b>10/30/13 – 11/30/13</b>	One month feedback period

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<b>12/2/13</b>	All Unit Preliminary Reports submitted to supervising VP/EVP
<b>12/3/13</b>	Status report provided to the Faculty Senate
<b>12/3/13 – 12/9/13</b>	VP/EVP reviewed and provided feedback on Preliminary Unit Reports
<b>12/10/13</b>	Unit Leads submitted final Unit Reports to Provost/EVP and supervising VP

<b>Phase 2</b>	<b>University-Wide Prioritization</b>
<b>11/1/13</b>	Provost/EVP appointed Phase 2 Task Force
<b>1/13/14 – 1/14/14</b>	Focus For the Future Retreat (Provost's Council)
<b>1/15-14 – 2/28/14</b>	Focus groups meet
<b>2/3/14</b>	Focus groups reported out
<b>2/10/14</b>	Executive Leadership discussed focus group data
<b>3/10/14</b>	Focus For the Future planning meeting
<b>3/24/14</b>	Focus For the Future package and communication plan discussed
<b>3/24/14 – 4/23/14</b>	Colleges identified unit meeting dates to discuss FFF proposals and report to Provost/EVP
<b>4/11/14</b>	Status report submitted to the State Board of Education
<b>4/23/14</b>	University-wide communication sent regarding Focus For the Future proposals
<b>4/24/14 – 4/30/14</b>	Unit meetings held to discuss proposals
<b>4/23/14 – 5/7/14</b>	Two week comment period for suggestions to Provost Council and other groups for consideration and recommendations to President Staben
<b>5/23/14</b>	University-wide communication sent regarding Focus For the Future Feedback responses received
<b>7/1/14</b>	University-wide communication regarding final decisions on the Focus For the Future proposals

**9. The aggregate number of programs in each quintile.**

Of the 358 programs reviewed, 62 were placed in the first (top) quintile, 68 were placed in the second quintile, 70 were placed in the third quintile, 92 were placed in the fourth quintile, and 66 were placed in the fifth (lowest) quintile.

**10. Was there a hold harmless predetermination for any program(s), and if so, why?**

In an effort to honor the principles of zero-based budgeting, nothing was exempt from this process. All divisions and all programs (academic and non-academic) statewide were included in the review with the exception of externally-funded programs such as grants and contracts.

**11. Key outcomes and recommendations.**

Below is a summary of the findings and plans we have as a result of this review. Several recommendations have already been implemented. Others require further consideration or time for implementation. Many of the proposed changes will generate savings, while some are efficiencies whose impact is difficult to assess directly. One is a significant investment essential to enhance safety and to minimize institutional risk. We expect that financial effects of these changes will occur primarily in the next fiscal year and later.

**Non-Academic Programs:**

- Create greater efficiencies in administrative personnel processes such as payroll, worker's compensation self-insurance, hiring (implemented People Admin), and revised classification system
- Assess electronic purchasing practices for potential resource savings
- Close or change selected auxiliary operations such as the campus pharmacy (closed-services available locally)
- Consolidate select IT functions including technology/electronics purchases. Plan to be developed in 2014-15
- Reorganize and invest in University compliance functions
- Evaluate institutionally based financial aid for net tuition savings
- Fully fund the Vandal Scholarship Fund (Athletic Scholarships) through fundraising
- Close the Office of Community Partnerships
- Transfer Student Sustainability Center to Facilities
- Assess assignments of Development Officers
- Invest in Enrollment Management and Marketing

**Academic Programs:**

- Evaluate vacant faculty lines for strategic hiring; evaluate affiliate faculty assignments
- Move interdisciplinary programs to colleges
  - Bioinformatics and Computational Biology to the College of Science
  - Bioregional Planning to the College of Art & Architecture
  - Environmental Science and Waters of the West to the College of Natural Resources (continue consultation in Fall 2014)
  - Neuroscience to the Department of Biology, College of Science
- Move the Biological and Agricultural Engineering degree programs to the College of Engineering
- Close Bio-energy unit in Boise
- Restructure Department of Conservation Social Sciences in College of Natural Resources

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**Academic Degree Programs and proposed actions:**

<b>Bachelors</b>	
<b>Degree</b>	<b>Recommendation</b>
Biochemistry - B.S.Biochem.	No action
Renewable Materials - B.S.Renew.Mat.	Watch list
Dance - B.S.Dan.	Watch list
Music Degree Programs Applied – B.A., B.S. Vocal Performance – B. Mus. Education: Vocal-Instrumental – B. Mus. Theory – B.A., B.S. Education: Vocal – B. Mus. History and Literature – B.A., B.S. Business – B. Mus.	Restructure
Art Education - B.S.Art Ed.	Consolidate in B.S. Art
Interdisciplinary Studies - B.A., B.S.	Watch list
Musical Theatre - B.F.A.	Eliminate
Agricultural Economics - B.S.Ag.Econ.	Ag Econ programs consolidated
Latin-American Studies - B.A.	Consolidate with Modern Languages
American Studies - B.A., B.S.	Eliminate
French - B.A.	Restructure
Medical Technology - B.S.	Eliminate
<b>Masters</b>	
<b>Degree</b>	<b>Recommendation</b>
Computer Engineering - M.S., M.Engr.	No action
Geological Engineering - M.S.	No action
Hydrology - M.S.	Consolidate with Geology
Interdisciplinary Studies - M.A., M.S.	Watch list
Food Science - M.S.	Invest
Biology - M.S.	No action
Political Science - M.A.	Watch list
Biological and Agricultural Engineering - M.S., M. Engr.	Move program to College of Engineering (organizational restructure)
Bioinformatics and Computational Biology - M.S.	See UWP recommendation
Environmental Engineering - M.S., M.Engr.	Eliminate
Art - M.A.T.	Eliminate
Microbiology, Molecular Biology and Biochemistry - M.S.	Consolidate with Biology
English - M.A.T.	Eliminate

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Neuroscience - M.S.	Move program to Biology (organizational restructure); see interdisciplinary program recommendation
<b>PhD</b>	
<b>Degree</b>	<b>Recommendation</b>
Chemical Engineering - Ph.D.	Watch list
Materials Science and Engineering - Ph.D.	Watch list
Neuroscience - Ph.D.	Move program to Biology (organizational restructure); see interdisciplinary program recommendation
Food Science - Ph.D.	Invest
History - Ph.D.	Watch list and consider social sciences doctoral program
Soil and Land Resources - Ph.D.	Consolidate in single PSES degree

**12. Timelines for next steps. This should delineate:**

**a. What immediate steps have already been taken, if any?**

The University of Idaho has completed the following:

- Instituted new employee classification system designed to address salary compression and fairness issues
- Implemented the PeopleAdmin talent management system
- Closed the campus pharmacy (\$260,000)
- Closed the Office of Community Partnerships (\$480,000)
- Transferred the Student Sustainability Center to Facilities
- Moved Bioinformatics and Computational Biology to the College of Science
- Moved Bioregional Planning to the College of Art & Architecture
- Reexamined our options for funding our Other Post-Employment Benefits (OPEB) (\$1,300,000)

**b. What steps will occur in the future (i.e. phased or out-year changes)? This may require an overview of what steps are co-dependent on the actions of others, such as the Board or NWCCU, or what steps are contingent upon further analysis and review by the institution.**

Many of the below initiatives require faculty participation in planning and implementing the changes. Some may require the letter to the State Board of Education Office and

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communication with NWCCU. We anticipate notifications to be complete by December 31, 2014.

<b>Action</b>	<b>Timeline</b>
Move/restructure administration of degree programs	<ul style="list-style-type: none"> <li>Action plans due September 30, 2014</li> </ul>
Consolidate degree programs	<ul style="list-style-type: none"> <li>Action plans due September 30, 2014</li> </ul>
Eliminate degree programs	<ul style="list-style-type: none"> <li>Action plans due September 30, 2014</li> </ul>
Conservation Social Sciences	<ul style="list-style-type: none"> <li>Action plans due September 30, 2014</li> </ul>
Benefit reviews (beyond OPEB mentioned above)	<ul style="list-style-type: none"> <li>Compile a list of programs for review and prioritize by September 1, 2014</li> <li>Complete reviews by February 1, 2015</li> <li>Implement changes as allowable depending on the restrictions of each program.</li> </ul>
Invest in Compliance Functions	<ul style="list-style-type: none"> <li>Establish operating budgets and transfer funds by September 15, 2014</li> <li>Make staff hires by December 31, 2014</li> </ul>
Enrollment Management	<ul style="list-style-type: none"> <li>Develop an annual business plan and transfer of funds by December 31, 2014</li> </ul>
Marketing	<ul style="list-style-type: none"> <li>Develop an annual business plan and transfer of funds by December 31, 2014</li> </ul>
Degree programs on the watch list	<ul style="list-style-type: none"> <li>Develop action plans for approval by the Provost no later than December 1, 2014</li> <li>Report on implementation of action plan by June 15, 2015</li> </ul>
All programs in the 4 <sup>th</sup> final/relative quintile	<ul style="list-style-type: none"> <li>Develop action plans for improvement no later than December 1, 2014 for Provost's approval</li> <li>Report on implementation of action plan by June 15, 2015</li> </ul>

**c. Process improvements (e.g. eliminate duplication, outsource, centralize services, etc.)**

The University of Idaho has launched initiatives to examine and refine various processes. The anticipated completion date for this work in June 30, 2015.

- Assess electronic purchasing/procurement practices for potential savings
- Consolidate selected IT functions including technology/electronics purchases
- Evaluate institutionally based financial aid
- Develop a plan to fully fund the Vandal Scholarship Fund through private sources

# WORK SESSION

## Focus for the Future Program Scoring Rubric

### JUNE 17, 2015

Poor Alignment	Moderate Alignment	Good Alignment	Strong Alignment	Highest Alignment
1	2	3	4	5
The program <b>does not effectively support</b> the criterion statement	The program <b>moderately supports some</b> of the characteristics in the criterion statement	The program <b>generally supports</b> the characteristics of the criterion statement	The program <b>strongly supports nearly all</b> of the characteristics of the criterion statement	The program <b>convincingly supports all</b> of the characteristics of the criterion statement

Criteria	Wt	Data and Program Comments Supporting the Score (150 words max per criterion)	Program Self Review	Unit Lead Review	% Wt	Program Weighted Score	Unit Lead Weighted Score
1	Centrality 5	Program Comments:			13.9%	0	0
		Unit Lead Comments:					
2	External Demand 4	Program Comments:			11.1%	0	0
		Unit Lead Comments:					
3	Internal Demand 4	Program Comments:			11.1%	0	0
		Unit Lead Comments:					
4	Quality 5	Program Comments:			13.9%	0	0
		Unit Lead Comments:					
5	Size & Scope 3	Program Comments:			8.3%	0	0
		Unit Lead Comments:					
6	Productivity 3	Program Comments:			8.3%	0	0
		Unit Lead Comments:					
7	Cost Effectiveness 4	Program Comments:			11.1%	0	0
		Unit Lead Comments:					
8	Impact 4	Program Comments:			11.1%	0	0
		Unit Lead Comments:					
9	Synergies 4	Program Comments:			11.1%	0	0
		Unit Lead Comments:					
					<b>100.0%</b>	<b>0</b>	<b>0</b>



**WORK SESSION  
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**Focus for the Future Academic Department Report**

**Academic Department** \_\_\_\_\_

**College Containing Department** \_\_\_\_\_

**Department Lead** \_\_\_\_\_

**Summary**

**Overview of the academic department describing programs, facilities, etc. (75 words max)**

**How the department promotes the mission, role, and vision of the UI and the 9 criteria (300 words max)**

Metrics for Programs in the Department					
Program1				Program Criteria Score	
Common Metrics	2010 –2011	2011 – 2012	2012 – 2013	Self	Dean
Number of Students					
FTE in Major					
Program2					
Number of Students					
FTE in Major					
Program3					
Number of Students					
FTE in Major					
Program4					
Number of Students					
FTE in Major					

Metrics for the Academic Department	Academic Yr	Academic Yr	Academic Yr
Common Metrics	2010 –2011	2011 – 2012	2012 – 2013
Total Number of Undergraduate Students			
Total Number of Undergraduate Credits			
Total Number of Master’s Students			
Total Number of Certificate Students			
Total Number of Ph.D. Students			
Total Number of Graduate Credits			
Total Credit Hour Production – Department wide			
Number Tenure Track Faculty			
Total Tenure Track Faculty FTE			
Number non-Tenure Track Faculty (including instructors)			
Total non-Tenure Track Faculty FTE (including instructors)			
Student to Tenure Track Faculty Ratio			

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Student to Total Faculty Ratio			
Number of TA's			
Total Number of Technical Personnel (scientist, engineers, etc.)			
Total Number Publications			
Expenditures - Salaries			
Expenditures – Instruction			
Expenditures – Research			
Expenditures – Public Service			
Total Department Expenditures			
Instruction Expenditures per Tenure Track Faculty FTE			
Research Expenditures per Tenure Track Faculty FTE			
Public Service Expenditures per Tenure Track Faculty FTE			
<b>Optional Department Metrics</b>			

<Insert Excel File Here: *Program Scoring Rubric* >

Focus for the Future Program Report

Program \_\_\_\_\_  
Department Containing Program \_\_\_\_\_  
Program Lead \_\_\_\_\_

Summary

Overview of the program describing purpose, stakeholders, etc. (50 words max)

Summary of how the program promotes the 9 criteria (200 words max)

Metrics for the Program			
Common Metrics	2010 –2011	2011 – 2012	2012 – 2013
Number of Students			
FTE in Major			
Optional Metrics			

<Insert Excel File Here: *Program Scoring Rubric* >

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**Focus for the Future Academic College Report**

Academic College \_\_\_\_\_  
Dean \_\_\_\_\_

**Summary**

**Overview of the college describing departments, programs, facilities, etc. (100 words max)**

**How the college promotes the mission, role, and vision of the UI and the 9 criteria (300 words max)**

<b>College of</b>	<b>Academic Yr</b>	<b>Academic Yr</b>	<b>Academic Yr</b>
<b>Metrics</b>	<b>2010 – 2011</b>	<b>2011 – 2012</b>	<b>2012 – 2013</b>
Total Number of Undergraduate Students			
Total Number of Undergraduate Credits			
Total Number of Master’s Students			
Total Number of Certificate Students			
Total Number of Ph.D. Students			
Total Number of Graduate Credits			
Total Credit Hour Production – College wide			
Number Tenure Track Faculty			
Total Tenure Track Faculty FTE			
Number non-Tenure Track Faculty (including instructors)			
Total non-Tenure Track Faculty FTE (including instructors)			
Student to Tenure Track Faculty Ratio			
Student to Total Faculty Ratio			
Number of TA’s			
Total Number of Technical Personnel (scientist, engineers, etc)			
Total Number Publications			
Expenditures - Salaries			
Expenditures – Instruction			
Expenditures – Research			
Expenditures – Public Service			
Total College Expenditures			
Effective F&A Rate, %			
F&A recovered, \$			
Instruction Expenditures per Tenure Track Faculty FTE			
Research Expenditures per Tenure Track Faculty FTE			
Public Service Expenditures per Tenure Track Faculty FTE			
<b>Optional College Metrics</b>			

<Insert Excel File Here: *Program Scoring Rubric* >

Focus for the Future Program Report

Program \_\_\_\_\_  
Unit or Sub-unit Containing Program \_\_\_\_\_  
Program Lead \_\_\_\_\_

Summary

Overview of the program describing purpose, stakeholders, etc. (50 words max)

Summary of how the program promotes the 9 criteria (200 words max)

Metrics for the Program			
Common Metrics	2010 –2011	2011 – 2012	2012 – 2013
Optional Metrics			

<Insert Excel File Here: *Program Scoring Rubric* >

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**Focus for the Future Sub-unit Report**

Sub-unit \_\_\_\_\_  
 Unit Containing Sub-unit \_\_\_\_\_  
 Sub-unit Lead \_\_\_\_\_

**Summary**

Overview of the sub-unit describing services, facilities, etc. (75 words max)

How the sub-unit promotes the mission, role, and vision of the UI and the 9 criteria (300 words max)

Metrics for Programs in the Sub-unit					
Program1				Program Criteria Score	
Common Metrics	2010 –2011	2011 – 2012	2012 – 2013	Self	Unit Lead
Program2					
Program3					
Program4					

Metrics for the Sub-unit	Academic Yr	Academic Yr	Academic Yr
Common Metrics	2010 –2011	2011 – 2012	2012 – 2013
Optional Metrics			

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<Insert Excel File Here: *Program Scoring Rubric* >

**WORK SESSION  
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**Focus for the Future Unit Report**

Unit \_\_\_\_\_

Unit Lead \_\_\_\_\_

**Summary**

**Overview of the unit describing sub-units, programs, facilities, etc. (100 words max)**

**How the unit promotes the mission, role, and vision of the UI and the 9 criteria (300 words max)**

<b>Metrics for the Unit</b>	<b>Academic Yr</b>	<b>Academic Yr</b>	<b>Academic Yr</b>
<b>Common Metrics</b>	<b>2010 – 2011</b>	<b>2011 – 2012</b>	<b>2012 – 2013</b>
<b>Optional Metrics</b>			

<Insert Excel File Here: *Program Scoring Rubric* >



## WORK SESSION JUNE 17, 2015

### **Implementation progress since the August 2014 presentations:**

- Finalized closure of the University Pharmacy and made severance agreement with pharmacist
- Finalized closure of the Office of Community Partnership (staff filled vacancies available in other units)
- Moved Sustainability Center to Facilities
- Moved Environmental Sciences to College of Natural Resources
- Moved Water Resources to College of Agriculture and Life Sciences
- Moved Professional Science Masters' degree to College of Agriculture and Life Sciences
- Moved Bioinformatics and Computational Biology to College of Science
- Moved Neuroscience to Department of Biological Sciences
- Moved Bioregional Planning to the College of Art & Architecture
- Restructured degree programs in the Lionel Hampton school of Music

No programs were excluded from the original program prioritization process

### **Challenges encountered during implementation:**

- Implementation required a by-pass of the Shared Governance process at the University of Idaho
- Movement of the Biological and Agricultural Engineering degree to the College of Engineering created consequences for the College of Agriculture and Life Sciences
- Water Resources, Environmental Science, and the Professional Science Masters shared one administrator—splitting those created leadership challenges in terms of identifying three leaders, determining assignments, and providing compensation

### **Opportunities that have presented themselves as a result of the implementation:**

- Pharmacy Space re-allocated to Student Health and to Department of Psychology and Communication studies—largest academic unit on UI campus
- Neuroscience program director salary re-allocated to Recruitment/Retention specialist in the College of Science
- Office of Community Partnership salary re-allocated to James A. and Louise McClure Center for Public Policy Research for research assistant and partial director's salary
- Office of Community Partnership salary re-allocated to American Indian Studies targeted hire
- Office of Community Partnership space re-allocated to STEM Director
- Environmental Sciences/Water Resources staff salary re-allocated to College of Natural Resources recruitment/retention and to faculty line
- College of Science combined departmental administrators and used salary savings to permanently fund Mathematics Education professor
- Updated the Focus for the Future/Program Prioritization data for 2014 to determine impact of action plans and create action plans for 2015

## WORK SESSION JUNE 17, 2015

### University of Idaho, Program Prioritization Report June 2015 Update – Finance and Administration

#### Highlights from original plan:

Increased awareness on process and continuous improvement. The prioritization exercise and on-going monitoring has brought a sense of awareness in the daily functions and processes directed at efficiency. The highlights from the August 2014 plan include the following:

- Self-Insured Worker's Compensation Program that has provided a reduction in cost to the institution of \$700K annually.
- An E-procurement Solution is in the final stages for decision making. Up to this point a team has sent out an RFP for a vendor and has chosen an external partner for the project. A careful analysis is being completed to identify the necessary upfront costs of implementation, functionality to the end user, and computation of the expected return on investment to be realized by implementation.
- The Rebalancing of Technology Investments project is on-going. Planning and analysis has been completed for the College of Agriculture, Facilities and Student Affairs. Recommendations are being developed at the unit and university level, and the implementation has begun to streamline job descriptions and remove duplicative technologies. More information is available at <http://www.uidaho.edu/its/rebalancing>.
- A review and cost/benefit analyses of outsourcing the campus bookstore operations has been completed. The current operation is improving and providing comparable financial results and superior student service in comparison to the outsourcing option. This project is completed, but is scheduled for periodic review.

#### Expansion on the March 2015 report topics:

A recent study indicated a cost benefit in efficiency of operations resulting from a consolidated fringe rate to be used for charging out employee benefit obligations. A proposal has been completed and is part of an Indirect Cost Proposal presented to the Federal Department of Health and Human Sciences now being negotiated. This has the potential to simplify the reimbursement from grants and contracts for benefit costs that will result in reducing one (1) FTE to be redeployed to other strategic functions or eliminates.

Additional areas that are have been identified since the original plan include:

- A Debt Management program review that has resulted in over \$2million in one-time savings to be used strategically on improvement needs of the Integrated Research and Innovation Center, and provide \$240K in reduction debt service. A process has been implemented to review the institution's debt structure and opportunities for savings, which includes the use of a Financial Advisor recently hired.

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- A review of cash management practices has resulted in the hiring of two (instead of one) investment manager to provide a spectrum of ideas for increasing return with very little increase in risk. This strategy has resulted in recommendations that have resulted in an increase in the annual investment income of \$500K from two years ago.
- The university has reviewed possible improvements to safety on campus, including emergency response procedures, changes in notification protocol and additional electronic surveillance capabilities. This has resulted in a more efficient process and the identification of hardware, software and personnel needs to improve campus safety. The university has identified one-time resources to invest for the initial stages of the surveillance system with the hope of expansion in the future.

The Prioritization initiative was a familiar topic when talking with the accreditation team this past month and the institution received an accommodation for its expansion and improvement to campus safety.

**Attachment:**

March 2015 Mid-Year Finance and Administration Update

## WORK SESSION JUNE 17, 2015

### **Implementation progress since the August 2014 presentations:**

- Evaluation of E Procurement Solution: Fall of 2014 an RFP was sent out and evaluated with four firms responding. ESM was selected as the top vendor. A careful analysis is being done of initial capital needed to implement, sources to meet the initial need and overall savings expected in the first five years. (Cost Benefit Analysis).
- Reviewed the cost / benefit of a consolidated fringe rate approach to benefit rates for employees, including reimbursement charges to grants and contracts. A proposal has been completed and is part of an Indirect Cost proposal to The Federal Department of Health and Human Science now being negotiated.
- Reviewed and adjusted benefit account reserves and established on going surveillance procedures. Project is on-going, but has currently increased unrestricted net assets. This project is completed.
- Implemented a self – insured Workers Compensation Plan. First year savings is estimated at \$700,000. This project is completed.
- Rebalancing Technology Investments: Planning has been completed and as of February 2015 analyses have begun in the College of Agriculture, Facilities and Student Affairs, with more units to follow. Recommendations are being developed at unit and UI levels, and the implementation of recommendations has begun to streamline job descriptions and remove duplicative technology. More information is available at <http://www.uidaho.edu/its/rebalancing>.
- Review and cost/benefit analysis of outsourcing the campus bookstore operations. The analysis showed the current operation is improving and providing comparable financial and superior student service to outsourcing options. This project is complete, but is scheduled for periodic review.

### **Programs that were excluded from the original program prioritization process:**

- Debt Management Program
- Cash investment Program
- Security structure including existing security and safety contracts and additional electronic surveillance capabilities.

### **Improvements and adjustments have been made or proposed to improve performance in areas:**

Identified above

### **Challenges encountered during implementation:**

The University work culture of decentralized operations.  
Turnover of key personnel.

### **Opportunities that have presented themselves as a result of the implementation:**

Redirecting the continuous improvement program created in DFA and establishing a campus-wide continuous improvement program.



### Program Prioritization Update June 2015

Lewis-Clark State College continues to focus on implementation of the action plans resulting from the 2013-2014 program prioritization initiative. As noted later in this document, tracking of the initiatives occurs simultaneously with LCSC's annual program assessment processes.

#### 1. Brief highlight of the institution's August 2014 outcomes and plan

Lewis-Clark State College identified four (4) over-arching goals/ outcomes of the program prioritization process which align with the goals of our Strategic Plan.

- *Sustain and enhance excellence in teaching and learning.*
- *Optimize student enrollment and promote student success.*
- *Strengthen and expand collaborative relationships and partnerships.*
- *Leverage resources to maximize institution strength and efficiency.*

The focus of the initiative was on identifying efficiencies in processes and opportunities for restructuring, which ensure the continued quality and integrity of programs.

LCSC's 115 programs were quintiled, applying the five (5) criteria of 1) impact, justification, and overall essentiality; 2) quality of program outcomes; 3) external demand; 4) internal demand; and, 5) net revenue. Expected actions for AY 2014-2015 were assigned to each quintile.

Q	Expected Action	N=115	Requirement
1	Highly successful: Seek additional resources	23	Resource plan
2	Highly successful: Sustain current support	23	Aspirational goals
3	Successful: Areas for enhancement identified	23	Action Steps / Plan
4	Multiple elements needing improvement	23	Action Plan
5	Needs or is undergoing major review/ restructure	23	Review → Action Plan, Restructure

#### 2. Expansion of the March 2015 Report topics:

- a. Implementation progress since August 2014. Have any programs that were excluded from the original program prioritization process been reviewed?

During early fall 2014, based on quintile, program managers set aspirational goals or crafted resource plans, action plans, or established objectives/ outcomes for the major review process. These steps/ plans/ reviews were noted in each program's Unit Assessment Document for ease of tracking and to ensure follow-up.

## WORK SESSION JUNE 17, 2015

### All Programs

- No programs at LCSC were excluded from the original program prioritization process. All programs were reviewed and follow-up actions are in process.
- All Q1 programs have submitted resource plans with growth targets. These have been reviewed by administration and are currently under consideration for FY16 funding and FY17 line item requests.
- All Q2 programs have submitted aspirational (intermediate and long term growth) plans. The plans have been reviewed and approved by supervisors for potential future resource allocation in FY 2017 and beyond.
- All Q3 programs have identified, initiated, and in some cases completed action steps. Progress and results from the steps will be tracked in the annual Unit Assessment documents.
- All Q4 and Q5 programs have initiated either an action plan or a plan for major review. Initial results are noted below; implementation of plans is in progress and is tracked in the annual Unit Assessment and Unit Action planning processes over the next two years. Actions resulting from major reviews will be phased in over the next several fiscal years. It is anticipated new programming will be recommended as well as refinements to and restructuring of existing programs.

### Instructional Programs

- Discontinuations: 1 minor/ teaching endorsement; 3 academic degrees; 2 professional-technical intermediate certificates.
- Reorganization/ restructuring: 1 academic program; 2 professional-technical programs; 1 teaching lab (with 1.0 FTE reallocated to Information Technology).

### Non-instructional Programs

- Discontinuations: none to date.
- Reorganization/ restructuring: 2 student support programs (in each, 2 programs were combined - FTE reallocated within student support services area to reach more students); 1 consolidated Testing Center created from existing personnel/resources.
- Note: Athletics and all auxiliary programs were reviewed in the prioritization process.

### **b. Challenges encountered during implementation.**

- Pursuing program prioritization action plans simultaneously with strategic enrollment initiatives:
  - LCSC has ambitious enrollment targets over the next 5-year time period. Expansion of the academic and professional-technical program menu is one piece of a strategic enrollment planning to be developed over the next academic year.
  - Low enrollment programs often meet a regional need. Seeking alternative delivery methods or cycles to better utilize institutional resources while ensuring employer/ industry needs are met is a challenge.

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- Melding program prioritization initiatives into accreditation and college/program level tracking/ assessment to ensure maximum short and long term benefits:
  - To realize the full benefit of the program prioritization process, careful tracking of action steps, action plans, and major reviews is ongoing. The annual assessment process provides one mechanism for such tracking – but the details need to be worked out as noted in #4 below. A comparable initiative for ongoing tracking of elements impacting college level assessment is a next step.
- Turnover of key personnel critical to the ongoing process.

**c. Opportunities that have presented themselves as a result of implementation.**

- Robust interdisciplinary, cross-campus dialogue and collaboration regarding resource sharing and opportunities for program improvement.
- Resources reallocated within strategic growth/ high need areas through reorganization and streamlining of processes.
- Campus forums for faculty and staff to discuss program prioritization.
- Physical relocation and realignment of departments and staff to better serve students.
- Refinement of ongoing assessment and planning/ budgeting processes with focus on both program quality and viability.
- Reconceptualization of institutional research/ planning with increased focus on high quality, accessible data for decision-making.
- Clearer mechanism for allocation of resources during budgeting / planning cycles.

**3. Impact on reaccreditation process.**

Prior to initiation of the program prioritization process, 163 programs participated in the annual assessment review process at LCSC. A program was defined as any activity or collection of activities that used resources and engaged in the college unit assessment process. Program prioritization and preparation for the Northwest Commission on Colleges and Universities (NWCCU) Mid-Cycle report and visit in Fall 2014 provided the opportunity to review the various units previously identified as ‘programs’ and make refinements. In total, 115 programs were quintiled. This reduction in programs resulted in several gains for the institution, including stronger collaboration within units, enabling programs to evaluate themselves as a whole rather than as a set of independent parts, more useful and informative data comparisons, and time savings for program managers and others across campus who are integral to the institutional assessment and planning processes.

As we plan for the next NWCCU seven-year review, we will use elements of the program prioritization criteria to refine the institutional definition of mission fulfillment. To that end, our “College Assessment Rubric: will be revised to include a blend of viability and quality indicators as determinants of mission fulfillment [the College Assessment Rubric documents benchmarks, progress toward benchmarks, action plans and evaluation or result of the action plan]. Preparation for an accreditation visit requires the active engagement of the

entire campus community; thus faculty, staff and all administrative levels will participate in ongoing use of the program prioritization principles. This process reinforces a culture that bases change and continuous quality improvement on clear, relevant data parameters and thoughtful data analysis.

**4. Normalizing/ sustaining program prioritization in the institution's budgeting and program review process**

To ensure sustainability and institutionalization of the program prioritization process, the President formed a cross-campus Presidential / Program Guidance (PG) Initiative group for AY 2014-2015. This group was charged with assessing the effectiveness of this approach and with identifying necessary strategies for sustainability and follow-up.

The ongoing assessment process at Lewis-Clark State College includes the identification of meaningful goals, objectives and indicators by program faculty and staff, with input and guidance from the director or the division chair and dean. Programs gather relevant data, compare data to established benchmarks, and analyze the overall results. The results inform changes to the objectives, benchmarks, and measurement tools. Findings also serve as the basis for a work plan, which specifies work elements resulting from the data analysis. Examples of work plan elements include revisions to curriculum, re-sequencing of courses, change in admission criteria, organizational restructuring, etc. The assessment plans are reviewed at multiple levels within the institution, and eventually serve as the basis for program and department level budget requests.

The PG group, comprised of faculty, staff, directors, and deans, identified elements critical to sustain components of the program prioritization process. The team found that embedding the tracking of program prioritization expected actions within the unit assessment documents distracted program faculty and staff from conducting reflective program assessment. However, the group recognized assessment and program prioritization tracking are parallel processes and must occur in tandem.

To this end, several modifications are being made to the current assessment forms and processes. First, the program prioritization tracking will be appended to Unit Assessment Document. Completion and follow-up related to the expected actions will follow the same timeline and receive the same review and scrutiny as the program assessment documents. Second, current program assessment parameters which focus primarily on student outcomes and program quality indicators, will be expanded to include an additional mandatory component addressing ongoing program viability. Our new Institutional Research Director is charged with compilation of the necessary viability data and with presenting it in an easily consumable format for faculty and staff users. It is anticipated this approach will mitigate ongoing historical concerns regarding data inaccuracies or discrepancies on the selected viability indicators.



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Lewis-Clark State College will continue to apply key elements of the program prioritization process. We expect increased institutional effectiveness as action plans and major reviews are implemented and evaluated. Program prioritization results will inform future budget requests and strategic resource allocation decisions.

**CONSENT AGENDA  
JUNE 18, 2015**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	<b>BAHR-SECTION II - BOISE STATE UNIVERSITY - MULTI-YEAR AIR CHARTER CONTRACT</b>	Motion to Approve
2	<b>BAHR-SECTION II - BOISE STATE UNIVERSITY – PURCHASE OF VIDEO BOARD FOR TACO BELL ARENA</b>	Motion to Approve
3	<b>BAHR-SECTION II - UNIVERSITY OF IDAHO – IDAHO WATER CENTER – SUBLEASES WITH CH2M HILL AND ST. LUKES REGIONAL MEDICAL CENTER</b>	Motion to Approve
4	<b>BAHR-SECTION II - EASTERN IDAHO TECHNICAL COLLEGE – SHORT TERM PAY INCREASE FOR EXECUTIVE DIRECTOR OF EITC FOUNDATION</b>	Motion to Approve
5	<b>IRSA – WWAMI ADMISSIONS COMMITTEE APPOINTMENT</b>	Motion to Approve
6	<b>IRSA – PROGRAMS AND CHANGES APPROVED BY EXECUTIVE DIRECTOR – QUARTERLY REPORT</b>	Motion to Approve
7	<b>PPGA – INDIAN EDUCATION COMMITTEE APPOINTMENT</b>	Motion to Approve
8	<b>PPGA – STATE REHABILITATION COUNCIL APPOINTMENT</b>	Motion to Approve
9	<b>PPGA – DATA MANAGEMENT COUNCIL APPOINTMENT</b>	Motion to Approve
10	<b>PPGA – BOISE STATE UNIVERSITY - ALCOHOL PERMIT FOR 2015 HOME FOOTBALL GAMES – PRE GAME EVENTS</b>	Motion to Approve

**CONSENT AGENDA  
JUNE 18, 2015**

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11	<b>PPGA – IDAHO STATE UNIVERSITY - ALCOHOL PERMIT FOR 2015 HOME FOOTBALL GAMES</b>	Motion to Approve
12	<b>PPGA – UNIVERSITY OF IDAHO - ALCOHOL PERMIT FOR 2015 HOME FOOTBALL GAMES – PRE GAME EVENTS</b>	Motion to Approve
13	<b>PPGA – UNIVERSITY OF IDAHO - ALCOHOL PERMIT FOR 2015 HOME FOOTBALL GAMES – SUITE CLUB SEATING</b>	Motion to Approve
14	<b>PPGA - PRESIDENT APPROVED ALCOHOL PERMITS REPORT</b>	Information Item
15	<b>SDE – PROFESSIONAL STANDARDS COMMISSION APPOINTMENTS</b>	Motion to Approve
16	<b>SDE – REQUEST FOR WAIVER OF 103% STUDENT TRANSPORTATION FUNDING CAP</b>	Motion to Approve
17	<b>SDE – TRANSPORT STUDENTS LESS THAN ONE-AND-ONE-HALF MILES FOR THE 2015-2016 SCHOOL YEAR</b>	Motion to Approve
18	<b>AUDIT – IDAHO STATE UNIVERSITY FOUNDATION OPERATING AGREEMENT</b>	Motion to Approve
19	<b>AUDIT – UNIVERSITY OF IDAHO ALUMNI ASSOCIATION OPERATING AGREEMENT</b>	Motion to Approve

**BOARD ACTION**

I move to approve the Consent Agenda as presented.

**CONSENT AGENDA  
JUNE 18, 2015**

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Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**CONSENT AGENDA  
JUNE 18, 2015**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Charter air services for 2015 – 2019 football seasons

**REFERENCE**

June 2012 Idaho State Board of Education (Board) approved multi-year charter agreement with Frontier Airlines

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

In 2012 Boise State University (BSU) bid a multiyear air charter contract that was awarded to Frontier Airlines. The charter agreement increased the likelihood of aircraft availability, streamlined the booking process, and improved the level of service the team received. During the 2014 football season, BSU was informed that Frontier Airlines would not renew the contract after the current season as they would be discontinuing their charter services. As a result, in February 2015 BSU issued a Request for Proposal (RFP) for a new multi-year contract.

The sole respondent was Sun Country Airlines (“Sun Country”). A proposed one-year agreement with Sun Country for charter air service is attached. BSU has the option to renew the agreement for up to four (4) one-year terms under the same terms and conditions as the current agreement.

**IMPACT**

Typically BSU flies to all six away games. A six flight schedule with Frontier Airlines for the 2014 season cost BSU \$627,042. Sun Country’s 2015 pricing for the six away games within the continental U.S. is \$477,900. This year, in the interest of conserving funds, BSU will charter buses for the trip to Utah State University. Sun Country’s pricing for service to BSU’s remaining five scheduled games for 2015 is \$412,150. In the future years of this contract, BSU anticipates that the team will fly to all away games.

Fluctuating fuel expenses and airport security fees in addition to changing schedules and game locations each year will not allow for a fixed price bid over the contract term; however, any increase in cost in contract years 2016-2019 will be directly tied to fuel costs and/or changes in airport security fees. Historically, flight costs increase an average of 15 percent per year largely due to fuel prices. The total cost will not exceed \$3,222,184 over the 5 year term.

**ATTACHMENTS**

Attachment 1 – Request for Proposal	Page 3
Attachment 2 – Sun Country Airlines Response	Page 45

**CONSENT AGENDA  
JUNE 18, 2015**

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Attachment 3 – Sun Country Airlines Contract

Page 95

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BOARD ACTION**

I move to approve Boise State University's request to enter into an agreement with Sun Country Airlines for air charter services for the 2015-2019 football seasons and to authorize the Vice President for Finance and Administration to execute the current agreement and renewal agreements through 2019.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

# BOISE STATE UNIVERSITY

REQUEST FOR PROPOSAL

RFP #MC15-080

# Air Charter Boise State University Football

Issue Date February 3, 2015

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**1. RFP Administrative Information**

RFP Title:	Air Charter
RFP Project Description:	It is the intent of Boise State University to receive proposals from qualified Airlines to provide Air Charter Services to destinations as required for the Boise State University football team. The University will utilize the Boise, ID (BOI) airport for all departures and arrivals. <b>(Proposals from Airline Brokers will not be accepted).</b>
RFP Lead:	Mike Carr Senior Buyer 1910 University Drive mikecarr@boisestate.edu Phone: 208-426-1802 Fax: 208-426-1152
Pre-Proposal Teleconference:	Tuesday February 10, 2015 from 9:00 – 10:00 AM Mountain Time
Location:	RSVP to RFP lead for location and contact information.
Deadline To Receive Questions:	February 13, 2015, 5:00 Mountain Time
Anticipated Release of Answers to Questions:	February 19, 2015
RFP Closing Date:	March 11, 2015, 5:00 Mountain Time
RFP Opening Date:	10:30 a.m. Mountain Time the following work day after closing.
Validity of Proposal	Bid proposals are to remain valid for ninety (90) calendar days after the scheduled RFP opening date. Proposals submitted with a validity period of less than this will be found nonresponsive and will not be considered.
Initial Term of Contract and Renewals:	The initial term is for one year with up to 4 one year renewals by mutual agreement. Terms and conditions during any renewal year will remain the same as the original contract. At the time of renewal, if any, the contract costs may be renegotiated

- 1.1 A non-mandatory pre-proposal teleconference will be held at the location and time as indicated in Section 1, page 2 of this RFP. This will be your opportunity to ask questions of the University staff. All interested parties are invited to participate. **Those choosing to participate must pre-register via email with the RFP lead to receive meeting details.** This conference will be used to explain, clarify, or identify areas of concern in the RFP. Those asking questions during the pre-proposal conference will be asked to submit those questions to the University in writing by the designated "Deadline to Receive Questions" period as indicated in Section 1, page 2 of this RFP. For simplicity's sake, offerors are strongly encouraged to submit just one, final set of questions, after the pre-proposal conference but prior to the question deadline, rather than multiple sets of questions. Any oral answers given by the University during the pre-proposal conference are to be considered unofficial. Phone lines are limited so calling from conference lines is appreciated.
- 1.2 All questions must be submitted to the RFP Lead by the date and time noted above. Questions must be submitted using Attachment 1 via email to the RFP Lead at the address listed above. Official answers to all questions will be posted on the University's website as an amendment as indicated in Section 1, page 2 of this RFP.

**Questions regarding the State of Idaho Standard Contract Terms and Conditions found at <http://adm.idaho.gov/purchasing/purchasingrules.html> and incorporated in this RFP by reference and the Solicitation Instructions to Vendors (Exhibit 5) must be submitted by the deadline to receive questions from the offeror, stated on Section 1, page 2 of the RFP. Note: Section 5 – Administrative Fees DOES NOT apply to this RFP. Questions, objections or proposed modifications to the State of Idaho Standard Contract Terms and Conditions and the Solicitation Instructions to Vendors must be proposed in writing during the question period in the format and manner provided in this section.**

**Questions submitted regarding these requirements must contain the following for the University's consideration:**

- 1.2.1 The term or condition in question;**
- 1.2.2 The rationale for the specific requirement being unacceptable to the offeror (define the deficiency);**
- 1.2.3 Recommended verbiage for the University's consideration that is consistent in content, context, and form with the University's requirement that is being questioned; and**
- 1.2.4 Explanation of how the University's acceptance of the recommended verbiage is fair and equitable to both the University and the offeror.**

Proposals received that qualify the offer based upon the University accepting other terms and conditions **not found in the RFP or which take exception to the University's terms and conditions** may be found non-responsive, and no further consideration of the proposal will be given.

- 1.3 Proposal opening will be held at the location and time as indicated in Section 1, page 2 of this RFP. All offerors, authorized representatives and the general public are invited, at their own expense, to be present at the opening of the proposals. During the proposal opening only the names of the vendors will be provided.

## 2. (M) INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

- 2.1. Any qualified vendor may submit a proposal. All vendors are qualified unless disqualified. Those offerors presently on the General Service Administration's (GSA) "list of parties excluded from federal procurement and non-procurement programs" may be disqualified. Vendor information is available on the Internet at: <https://www.sam.gov/index.html>
- 2.2. Proposals must demonstrate that offerors have the ability to complete the described functions of this RFP.
- 2.3. In order to be considered for award, the sealed proposal must be delivered to the place specified, no later than the date and time specified in Section 1 of the RFP.  
A proposal received at the office designated in this RFP after the RFP closing date and time will not be accepted. No late proposals will be accepted.
- 2.4. The proposal must be submitted with the University-supplied signature pages which must contain an **ORIGINAL HANDWRITTEN** signature executed in **BLUE INK** and be returned with the relevant Solicitation documents. **PHOTOCOPIED SIGNATURES** or **FACSIMILE SIGNATURES** are **NOT ACCEPTABLE**.
  - 2.4.1 The proposals must be addressed to the RFP Lead and clearly marked "CONTRACT PROPOSAL – RFP - MC15-080 Air Charter.
  - 2.4.2 Each proposal must be submitted with one (1) original and three (3) copies of the Business and Scope of Work Proposal and one (1) original and one (1) copy of the Cost Proposal and Billing Procedures.
  - 2.4.3 In addition, offerors must submit one (1) electronic copy of the proposal on CD or USB device. Word or Excel format is required. The only exception will be for financials or brochures. The format and content must be the same as the manually submitted proposal. The electronic version must NOT be password protected or locked in any way. Please attach the CD or USB device to the original version of the Business and Scope of Work Proposal.
  - 2.4.4 Submit one (1) electronic, redacted copy of the Business and Scope of Work Proposal, on CD or USB device, with all trade secret information removed or blacked out, as described in Paragraph 32, "Public Records," State of Idaho's SOLICITATION INSTRUCTIONS TO VENDORS. The electronic file name should contain the word "redacted." This is the copy of the offeror's proposal which will be released under Idaho's Public Record Law, if the proposal is requested. The redacted copy of the Business and Scope of Work Proposal must be an exact copy of the Business and Scope of Work Proposal regarding trade secret information. The original proposal and redacted proposal may be submitted on the same CD or USB device.

2.4.5 The proposal must be separated into two (2) distinct sections:  
Business and Scope of Work Proposal, and  
Cost Proposal.

2.4.6 The Business and Scope of Work Proposal must be sealed, identified “Business and Scope of Work Portion of Proposal – RFP #MC15-080 Air Charter and include a cover letter (see section 4.3)

2.4.7. The Cost Proposal must be sealed, identified “Cost Portion of Proposal – RFP # MC15-080 Air Charter

## 2.5 (M) INSURANCE

2.5.1 The Contractor will carry an insurance policy with minimum CSL liability (Bodily Injury & Property Damage) limits of \$300 million dollars per occurrence with Boise State University and the State of Idaho to be named as additional insured’s on the contractor’s Aircraft liability policy. The insurance company providing the insurance certificate must have an insurance company rating of A- or higher by either A.M. Best or Standard and Poor’s rating bureaus.

2.5.2 All insurers shall have an “AM Best” rating (or equivalent) of A- or better and be licensed and admitted in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Certificate Holder may choose to maintain.

2.5.3 Certificate Holder and Additional Insured shall read:  
State of Idaho and Boise State University  
Attn: Risk Management  
1910 University Drive  
Boise, ID 83725

The University reserves the right to have the original insurance certificates provided upon request. If the original document is requested, a contract will not be signed until it is received.

- 2.6. No verbal proposals or verbal modifications will be considered. An offeror may modify its proposal in writing prior to the RFP closing time. A written modification must include the date and signature of the offeror or its authorized representative.
- 2.7. All costs incurred in the preparation and submission of a proposal in response to this RFP, including, but not limited to, offeror’s travel expenses to attend the pre-proposal conference, proposal opening and presentation or negotiation sessions, must be the sole responsibility of offerors and will not be reimbursed by the University.
- 2.8. An appeal by a vendor of a bid specification, a non-responsiveness determination, or the award of a bid is governed by the Boise State University Purchasing Appeals Process, and must be filed in accordance with that process, which can be found on the Internet at <http://vpfa.boisestate.edu/purchasing/purchasing-procedures/>

- 2.9. The offeror must complete the attached Signature Page provided with the RFP, and submit with its proposal.

### **3. TERMS OF PROCUREMENT PROCESS**

- 3.1. To be considered responsive, offerors should adhere to all requirements of this RFP. The determination of whether a proposal is responsive is a determination made solely by the University. The University reserves the right to waive any nonmaterial variation that does not violate the overall purpose of the RFP, frustrate the competitive bidding process, or afford any offeror an advantage not otherwise available to all offerors.
- 3.2. Proposals should be submitted on the most favorable terms from both a price and technical standpoint which offerors can propose. The University reserves the right to accept any part of a proposal, or reject all or any part of any proposal received, without financial obligation, if the University determines it to be in the best interest of the University to do so.
- 3.3. All data provided by the University in relation to this RFP represents the best and most accurate information available at the time of RFP preparation. Should any data later be discovered to be inaccurate, such inaccuracy will not constitute a basis for contract rejection by an offeror or contract amendment.
- 3.4. All proposal material submitted becomes the property of the University and will not be returned to offeror. Proposals and supporting documentation may be available for public inspection upon written request following the announcement of a contract award, except for information specifically labeled on each separate page as a "trade secret" or other exemption from disclosure under the Idaho Public Records Act, Section 9-340D(1), Idaho Code.
- 3.5. The proposal submitted by the successful offeror will be incorporated into and become part of the resulting contract. The University will have the right to use all concepts contained in any proposal and this right will not affect the solicitation or rejection of the proposal.
- 3.6. This Agreement is subject to approval by the Idaho State Board of Education and if such approval is not granted the Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

### **4. PROPOSAL FORMAT**

- 4.1. These instructions describe the format to be used when submitting a proposal. Sections of the format may be listed with an Evaluated Requirement (definition below). Evaluation points may be deducted from the offeror's possible score if the following format is not followed. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted proposals. There is no intent to limit the content of proposals. The proposal of the successful offeror will be appended to and incorporated into the RFP and the resulting contract or agreement, including the State's Standard Terms and Conditions [http://purchasing.idaho.gov/pdf/terms/standard\\_terms\\_and\\_conditions.pdf](http://purchasing.idaho.gov/pdf/terms/standard_terms_and_conditions.pdf). All terms should be reviewed carefully by each prospective offeror as the successful offeror is expected to comply with those terms and conditions, and may be found in breach of contract if terms conflict.
- 4.2. EVALUATION CODE - The codes and their meanings are as follows:
- 4.2.1 **(M)** Mandatory Specification or Requirement - failure to comply with any mandatory specification or requirement may render offeror's proposal non-responsive and no further evaluation will occur. Offeror is required to respond to each mandatory specification with a statement outlining its understanding and how it will comply.
- 4.2.2 **(ME)** Mandatory and Evaluated Specification - failure to comply may render offeror's proposal non-responsive and no further evaluation will occur. Offeror is required to respond to each mandatory and evaluated specification with a statement outlining its understanding and how it will comply. Points will be awarded based on predetermined criteria.
- 4.2.3 **(E)** Evaluated Specification - a response is desired. If not available, respond with "Not Available" or other response that identifies offeror's ability or inability to supply the item or service. Failure to respond will result in zero (no) points awarded for this item.
- 4.3. **(M)** COVER LETTER - The Business and Scope of Work Proposal must include a cover letter on official letterhead of the offeror, the offeror's name, mailing address, telephone number, facsimile number, and name of offeror's authorized agent including an email address. The cover letter must identify the RFP Title, bid number and all materials and enclosures being forwarded collectively as the response to this RFP. The cover letter must be signed, in ink, by an individual authorized to commit the offeror to the work proposed. In addition, the cover letter must include:
- 4.3.1 Identification of the offeror's corporate or other legal entity. Offerors must include their tax identification number. The offeror must be a legal entity with the legal right to contract.
- 4.3.2 A statement indicating the offeror's acceptance of and willingness to comply with the requirements of the RFP and attachments, including but not limited to the State of Idaho Standard Contract Terms and Conditions [http://purchasing.idaho.gov/pdf/terms/standard\\_terms\\_and\\_conditions.pdf](http://purchasing.idaho.gov/pdf/terms/standard_terms_and_conditions.pdf),
- 4.3.3 A statement of the offeror's compliance with affirmative action and equal employment regulations.

4.3.4 A statement that the proposal was arrived at independently by the offeror without collusion, consultation, communication, or agreement with any other offeror as to any matter concerning pricing.

4.3.5 A statement that offeror has not employed any company or person other than a bona fide employee working solely for the offeror or a company regularly employed as its marketing agent, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the contractor or a company regularly employed by the contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of this contract. The offeror must affirm its understanding and agreement that for breach or violation of this term, the University has the right to annul the contract without liability or, in its discretion, to deduct from the contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.

4.3.6 A statement naming the firms and/or staff responsible for writing the proposal.

4.3.7 A statement that offeror is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs.

4.3.8 A statement affirming the proposal will be firm and binding for ninety (90) days from the proposal opening date.

- 4.4. **(M)** AMENDMENT CONFIRMATION - If the RFP is amended, the offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the proposal may result in the proposal being found non-responsive.
- 4.5 Identify each page of the proposal that contains a “trade secret” per Section 3.4 above. Only those pages identified as “trade secret” or other exemption from disclosure will be exempt from disclosure if the proposal is requested pursuant to the Idaho Public Records Act. All other pages of the proposal will be released without review.

**NOTE: If a proposal is marked as “trade secret” in its entirety, it will be considered public record in its entirety, and will be disclosed, if requested.**

4.6. TABLE OF CONTENTS - Include in the Business and Scope of Work Proposal a table of contents; adequately identify the contents of each section, including page numbers of major subsections. The Table of Contents is not evaluated, and is for reference purposes only.

4.7. EXECUTIVE SUMMARY - Include in the Business and Scope of Work Proposal an executive summary, which provides a condensed overview of the contents of the Business and Scope of Work Proposal submitted by the offeror, which shows an understanding of the services to be performed. The Executive Summary is not evaluated, and is for summary purposes only.

4.8. BUSINESS INFORMATION

4.8.1 (E) Experience: Provide background and history of your company. Describe your company's experience in providing collegiate football air charter and sponsorship agreement service.

4.8.2 (E) Required information provided as part of your proposal will be evaluated by University.

4.8.2.1 Boise State University hereby requests in conjunction with this proposal Contractors provide names of contact, position of contact, addresses and phone numbers of contact information of five (5) Division 1 Universities your firm has provided Air Charter and Sponsorship service within the past three years. (All referenced Universities must be located west of the Mississippi river. Failure to receive appropriate references on or before the opening date will result in zero points being awarded for this section. References from the SEC, ACC, Big Ten, Big 12, PAC 12 and Mountain West conferences are preferred.

4.8.2.2 Boise State University reserves the right to request additional references and/or contact any other references that may not have been provided by Contractor. Standard industry reference inquiries shall be utilized during this process.

4.8.2.3 Offerors must follow the instructions in Attachment 2 to obtain those references.

4.8.2.4 For any reference not received by RFP closing date and time, or is outside the three (3) years, the offeror will receive no (zero) points for that particular reference. For any reference determined to be not of a similar nature to the products or services requested by this RFP, the offeror will also receive no (zero) points for that particular reference. Offerors may email the RFP Lead prior to the reference submittal deadline to verify receipt of references.

## 5. SCOPE OF WORK

Use this proposal outline as part of your response to the RFP, and identify it as Appendix A – Scope of Work. Keep in mind, the evaluators will be evaluating on the methodologies proposed and the completeness of the response to each of the services listed below.

5.1 (M)GENERAL REQUIREMENTS – The requirements listed below must be adhered to by the successful offeror at all times during the life of the contract. The offeror must provide written acknowledgement they agree with and will adhere to these requirements.

5.1.1 University Marks - Boise State University's registered trademarks, as well as other names, seals, logos, college colors and other indicia ("University Marks") that are representative of the University may be used solely with permission of Boise State University. Notwithstanding the foregoing, the University logo may be used in the RFP response for illustrative purposes only. No use may be made of University Marks in any document which implies any association with or endorsement of the services of the bidding company or any other third party.



Where indicated, for each of the following, the proposal should address methodologies to be used, pertinent time lines, personnel and other pertinent information in order to implement the Scope of Work successfully to achieve full compliance with all tasks and deliverables. Offerors must identify any information or resources needed from the University in order to perform any of the work.

5.2 (M) DATES, TIMES, AND DESTINATION

5.2.2 Proposal Schedule - see Exhibit 1

5.2.3 All game dates and times are tentative. The University reserves the right to change dates and/or times. A typical season includes 6 charter flights. A finalized schedule will be sent to the successful Contractor 90 days prior to each flight for regular season games. Changes outside the control of Boise State University shall be communicated to Vendor as soon as possible. It is the expectation of Boise State University that the football team will be invited to a post season bowl game. As part of the resulting contract we would like the option of extending this agreement to include a domestic bowl in addition to the regular season at the same rate as the regular season. Notification of participation will typically allow a minimum of two weeks' notice from the time of invitation to actual departure from Boise, Idaho.

5.3. (M) TRAVEL ARRANGEMENTS

5.3.1 Passenger jet aircraft seating either 143 or 160 passengers from airlines, with hubs west of the Mississippi river. Two bids are required for flights to the western United States. For the Virginia trip the bid is requested for complying aircraft that seat a minimum of 180 passengers. 89 players & coaches @ 210 lbs. each; other passengers: 185 lbs. each; plus carryon baggage. In recognition that aircraft required for the Virginia trip is not common in regional air lines this trip will be evaluated separately. Inability to provide nonstop transportation to Virginia will not preclude an award for destinations located in the western United States. For a post season bowl game the University will require transportation for an estimated 250 travelers, including players, coaches and invited guests. If two aircraft are offered the team aircraft must have a minimum capacity of 143 passengers.

5.3.2 Departure time for each flight is determined as soon as possible after the official schedule is published. Requests by Boise State University to adjust departure times may occur especially if the host school changes stadium availability for practice on arrival day, television schedule changes, or other similar changes occurs that affect the trip schedule.

5.3.3 Equipment will consist of personal equipment carried with the team – see Exhibit 2 for a detailed listing.

5.3.4 Only passengers approved by University will be on any flight chartered by University. University reserves the right to fill all available seats.

5.3.5 Each game will be approximately three hours long. Typically, the team will depart from the stadium approximately 1 hour after completion of the game and will go directly to the airport for departure. The aircraft and crew shall be available to load passengers four hours after game start time with departure immediately after loading has been

completed For games in the eastern time zone, rest overnight or early arrival aircraft are preferred.

#### 5.4 (M) CONTRACT CONDITIONS

##### 5.4.1 Performance of Work

5.4.1.1 The Contractor is responsible to maintain and supply all equipment, aircraft, engine reserve, fuel, and other supplies required for the service to be performed in this contract (including the Sponsorship Agreement). Subcontracting of service is not allowed. If the plane is not available and ready for take-off within the contracted time-frame, the Contractor will be responsible to feed and house the traveling party until such flight is ready, in addition to Contractor's other obligations as set forth in this contract. This requirement extends to FBO or other non-main terminal locations and/or sub-contracted gates.

5.4.1.2 In the case of additional ground time and/or delays due to mechanical difficulties, or other reasons attributable to the Contractor, the Contractor shall compensate the University for such delay(s). Compensation would include, but not be limited to the following: 1-hour delay sports drinks and bars, preferably PowerAde and Powerbars for each traveler; 1.5 to 2 hour delay –a meal for each traveler, lounge accommodations for all travelers. If a flight is delayed for more than 2 hours, for any reason attributable to the Contractor, the Contractor shall refund to the University any actual costs incurred due to such delay, including but not limited to meals, lodging, and local transportation.

5.4.1.3 Contractor shall provide current on time records for scheduled commercial flights and charters.

5.4.1.4 All flights are to be non-stop from Boise to each destination and return.

##### 5.4.2 Cancellation or Delayed Operation

5.4.2.1 Weather-related Cancellations: The Contractor shall discuss actual and anticipated weather conditions with the University. Where possible, such discussions shall occur sufficiently in advance of the flight to permit the University to decide whether to proceed with or cancel the flight. Final decision whether to proceed with or to cancel a flight for weather-related reasons shall always rest with the Contractor, which shall provide verification and substantiation of the reason(s) for flight cancellation if the University so requests and in writing if the University so requests. If a flight is canceled for weather-related reasons, the Contractor shall refund all fees and costs paid by the University for the flight and all associated matters. Upon University request, the Contractor shall make every effort to provide alternative flight options in the event that the scheduled flight is significantly delayed or cancelled due to weather.

5.4.2.2 Cancellation for Mechanical and Other Reasons: If a flight is canceled in whole or in part due to mechanical reasons, flight crew availability, or if a flight is canceled in whole or part for other reasons within the Contractor's control, the Contractor shall be obligated to provide a substantially equivalent replacement aircraft. If Contractor fails to provide such an aircraft, it shall refund all fees and costs paid by the University for the flight and all associated matters and shall be liable for all damages, including consequential damages incurred by the

University. The Contractor acknowledges that said damages may include, but are not limited to, lodging, meals, alternate travel arrangements, lost game revenue, game cancellation liquidated damages amounts as defined in the contract between the University and its opponent, and compensation for delays.

5.4.2.3 Cancellation by the University: The University may cancel any and all flights, for reasons beyond the University's control, such as but not limited to game cancellation due to adverse weather. The University shall make every effort to provide 24-hour advance notice of any such cancellation(s). Upon such cancellation, the Contractor shall credit all fees paid by the University for the flight and associated matters to be applied to a future flight with the Contractor.

5.4.2.4 Delay or Change by the University: The University may delay or change any and all flights, for reasons beyond the University's control, such as but not limited to game date change and/or cancellation by the opposing team, network television scheduling related changes, field availability, etc. The University shall provide notice to the Contractor as soon as possible. If the Contractor is not able to accommodate the delay or change, the Contractor shall credit all fees paid by the University for the flight and associated matters to be applied to a future flight with the Contractor.

**5.4.3 GROUND TIME**

The costs incurred for all ground time delays due to any reason not within the control of the University shall be borne by the Contractor. For ground time delays attributed to the University, the first two hours shall be at no charge to the University.

**5.4.4 UNIVERSITY'S COMPLIANCE OBLIGATIONS**

The Contractor will advise the University, in writing, of all laws, rules, and regulations with which the University must comply in performing this contract, including but not limited to all laws, rules, and regulations pertaining to the chartering of aircraft, sufficiently in advance of the time for compliance by the University that the University may meet its compliance obligations. The Contractor will consult with and reasonably assist the University in complying with said laws, rules, and regulations.

**5.4.5 NON-PERFORMANCE**

If the Contractor breaches the contract in whole or in part and/or fails to comply with the requirements and specifications set forth in the contract, it shall refund all fees and costs paid by the University for the flight and all associated matters and shall be liable for all damages, including consequential damages, incurred by the University. The Contractor acknowledges that said damages may include, but are not limited to, lodging and meals, alternate travel arrangements, lost game revenue, game cancellation liquidated damages amounts as defined in the contract between the University and its opponent, and compensation for delays and other significant consequences.

**6. MANDATORY REQUIREMENTS**

Note: All of Section 6 will be pass/fail, any proposal receiving a "fail" will not be considered further.

- 6.1 Carrier must provide signed Certificate of Debarment with bid response.(Exhibit 3)  
Offeror must also provide signed Signature Page with bid response.
- 6.2 Identify any deposit and prepayment requirements.
- 6.3 The Contractor will provide name, address, phone, contact information, and account number of their DOT approved escrow account. Boise State University will only issue payment to a DOT approved escrow account.
- 6.4 Contractor shall provide their standard contract form(s) with their proposal, including the Sponsorship Agreement.
- 6.5 CONTRACTOR REQUIREMENTS
- 6.5.1 Aircraft must meet or exceed all Federal Aviation Administration (FAA) Regulations, Standards and Requirements for Safe Air Transportation Services.
- 6.5.2 Aircraft shall be all-weather capable.
- 6.5.3 The Contractor shall be capable of flying in all climate conditions and under instrument flight rules when necessary.
- 6.5.4 The pilot and co-pilot must be fully capable to operate the plane, and must be fully licensed to operate in the pilot and co-pilot capacity, respectively. Both the pilot and co-pilot shall have sufficient flight hours necessary to pilot the aircraft per the schedule on Exhibit 1.
- 6.5.5 The Contractor shall meet all applicable requirements concerning FAA Part 121, and shall be FAA Part 121 certified for any and all flights. The Contractor shall include a copy of their FAA Part 121 certificate in the bid response. Contractor shall insure that all required crew rest requirements are met prior to the scheduled departure time.
- 6.5.6 In addition to the foregoing, the Contractor shall ensure compliance with all federal, state, and local laws, rules, and regulations pertaining to the ownership and operation of the aircraft, including but not limited to compliance with all applicable regulations promulgated by the Federal Aviation Administration and/or the Department of Transportation.
- 6.5.7 Without limiting the foregoing, Contractor's duties and responsibilities shall include the following:
- 6.5.7.1 The sole and absolute responsibility for the furnishing of qualified crews and flight attendants for each flight; including an airline representative Charter Coordinator on each flight.
- 6.5.7.2 The maintenance of the aircraft in accordance with all applicable regulations for all pre-flight, flight, and post-flight operations, including but not limited to the performance of every act, duty, and responsibility required by law or regulation of any regulatory authority having jurisdiction over the operation of each flight and the aircraft;

6.5.7.3 The aircraft security while the aircraft is on the ground;

6.5.7.4 Pre-flight check-in procedures for both passengers and baggage;

6.5.7.5 Air terminal security as may be required by law; sufficient equipment & numbers of screeners should be available to insure that the screening process does not exceed 20-30 minutes for the entire party.

6.5.7.6 Ingress and egress of the passengers to and from the aircraft; Provisions should be made for alternative locations for passengers in the event of foul weather if sufficient FBO accommodations do not exist plane side.

6.5.7.7 Any other duties and responsibilities required of an owner/operator of an aircraft by any Federal, State, or local law or any regulation of any said governmental agency for the services described in this contract.

**The Certificate of Insurance will be furnished to the University's Purchasing Department before contracts will be signed.**

6.6 MEALS AND BEVERAGE SERVICE

6.6.1 Meals: Meals shall generally consist of an ample supply of Power Bars (average of double the seating capacity) both outbound and return flights.

6.6.2 Beverages: Beverages shall include ample supplies of 20 oz. water and 20 oz. sports drinks, preferably PowerAde, for all passengers (average of double the seating capacity; more on longer flights). Coffee and soda will be available for coaches and staff.

6.6.3 No alcohol is allowed on any flight chartered by Boise State University.

6.6.4 Additionally, water and sports drinks, preferably PowerAde, shall be available at the Gate on departure from Boise airport (BOI) and at the base of the flight stairs on the return flight.

6.6.5 Optional Meals: University, at its sole discretion, may arrange to bring a catered meal on board from a third party vendor. It is the intention of the University to have catered meals delivered to the aircraft for the return flight from Virginia. These meals will be served mid-flight. It is expected that the aircraft will have provisions to keep meals warm or cool as required.

7. **EVALUATED REQUIREMENTS**

Required information provided as part of your proposal will be evaluated by a committee composed of University personnel.

7.1 AIRCRAFT

7.1.1 The university is interested in evaluating optional aircraft for all flights. Please provide charter costs for aircraft with seating capacity of 143 and 160. For east coast and Midwest flights please provide bids for aircraft seating a minimum of 180 passengers.

7.1.2 Aircraft with no first class or business class sections are preferred.

7.1.3 TV's or Wi-Fi in all seats is highly desired. If these options are available make special note in the RFP response. Include any additional cost for this service in the cost

response at a level of use in all seats

7.2 AIRPORTS

Identify airport and passenger handling location to be used for each flight segment listed in this Exhibit I. In Boise, please bid departures from an assigned gate in the main terminal and an FBO. Please bid both the main terminal and FBO for arrivals back into Boise. FBOs at the destination sites are preferred. Identify foul weather accommodations at all sites.

7.3 REFERENCES

**Required information provided as part of your proposal will be evaluated by University. Failure to provide this information may result in rejection of proposal.**

Boise State University hereby requests in conjunction with this proposal Contractors provide names of contact, position of contact, addresses and phone numbers of contact information of five (5) Division 1 Universities your firm has provided Air Charter service for within the past three years. (All referenced Universities must be located west of the Mississippi). Failure to receive appropriate references on or before the opening date will result in zero points being awarded for this section. References from the SEC, ACC, Big Ten, Big 12, PAC 12 and Mountain West conferences are preferred.

Boise State University reserves the right to request additional references and/or contact any other references that may not have been provided by Contractor. Standard industry reference inquiries shall be utilized during this process.

**8. (ME) COST PROPOSAL**

Pricing will be evaluated using a cost model that offers the University the best possible value over the initial term of the contract.

8.1 The offeror must include escrow account information with their completed bidding schedule (Exhibit 1). Upon signing this Agreement or ninety (90) days prior to the first flight segment of the Charter Flights, whichever is later, Charterer will deposit 20% of the Charter Flight Cost into contractor's escrow account described in bid response. At least seven (7) business days prior to the first flight segment of the Charter Flights, Charterer will deposit into contractor's escrow account the remaining amount of the Charter Flight Cost. The escrowed funds will be held in the escrow account until at least five (5) business days following the completion of a particular Charter Flight or segment of the Charter Flight(s), at which time the portion of funds applicable to the particular Charter Flight or segment of the Charter Flight(s) will be released to contractor. This release of the escrow funds to contractor will occur without further notification to, or approval by, the Charterer. If the Charterer wants to dispute the release of the escrowed funds to contractor, the Charterer must notify contractor in writing of any dispute within five (5) business days after completion of the particular Charter Flight or segment, including the amount of escrow funds in dispute. Contractor will maintain in its escrow account funds equal to the amount in dispute pending resolution of the dispute.

8.2 The offeror must provide a fully-burdened rate which must include, **but is not limited to**, all operating and personnel expenses, such as: overhead, salaries, profit, supplies, travel and quality improvement.

- 8.3 Contractor shall propose a cost for each flight and for all flights.
- 8.4 Boise State University reserves the right to make a cost comparison with commercial air and charter bus services, and based on available funding will determine which flights will ultimately be chartered from this proposal.
- 8.5 Proposal prices must be fully burdened to include all costs associated with the charter including but not limited to: meals; beverage service; ground handling; fuel; de-icing; landing fees; all airport fees; Federal, state and local taxes and Passenger Facility Charges (PFC); and Federal Excise Taxes (FET).
- 8.6 Separately identify fuel cost assumption per flight in Exhibit 1. Fuel cost assumption should be in dollars/gallon. If a fuel surcharge is a variable in the costs associated with these charters (documentation required to substantiate fuel surcharge), identify fuel usage quantity per flight hour, flight hours per flight (to include deadheads) and calculation for determining fuel surcharge or credit. Identify if fuel cost assumption is based on current fuel costs, or a projection of future fuel costs, and provide date of that projection. The cost of fuel will be normalized for all bids to allow for consistent pricing comparison.

CONTRACTORS ARE NOT ALLOWED TO DIRECT BILL EXPENSES OR TO RECEIVE ADVANCE PAYMENTS FOR SERVICES NOT RENDERED.

## 9. PROPOSAL REVIEW AND EVALUATION

- 9.1 The objective of the University in soliciting and evaluating proposals is to ensure the selection of a firm that will produce the best possible results for the funds expended.
- 9.2 All proposals will be evaluated first to ensure that they meet the Mandatory Submission Requirements of the RFP as addressed in Section 2.4. All proposals not meeting the Mandatory Submission Requirements will be found non-responsive.
- 9.3 The Business and Scope of Work proposal will be evaluated first as either “pass” or “fail,” based on the compliance with those requirements listed in the RFP with an (M). All proposals that meet the requirements will continue in the evaluation process outlined in Section 7.
- 9.4 Offeror may propose a corporate sponsor agreement (“Sponsorship Discount”). If this is offered please fill out exhibit 4 and list discount on exhibit 1.
- 9.5 Offeror will be notified of the result of the procurement process in writing. Written notification will be sent to the authorized signer on the University’s signature page.

- 9.6 The proposals will be reviewed and evaluated by Individual Scoring – Each member of the Proposal Evaluation Committee must confidentially and independently evaluate the proposals submitted. The criteria described below must be used by each Committee member to evaluate and score the proposals for the purpose of ranking them in relative position based on how fully each proposal meets the requirements of this RFP. The Committee must then meet as a group. Individual scores may be re-evaluated and may or may not be changed by each member at that time. A final independent score must be recorded for each committee member.

The Committee may consult with subject matter experts to review and advise on any portion of the proposals.

- 9.8 The University reserves the right to seek and consider information from sources other than those provided by the offeror who may have pertinent information concerning the offeror's ability to perform these services. The University may use this information to determine whether the offeror is a responsible offeror.
- 9.9 For those proposals making it to the cost evaluation, the total points for the technical portion will be summed with the cost points and the proposals will be ranked by final total score.
- 9.10 The scores for the cost proposal section must be normalized as follows: The cost evaluation will be based on the total cost proposed for required services as itemized in Exhibit 1. The proposal with the lowest overall total cost proposed will receive all the cost points as assigned in the Evaluation Criteria below. Other proposals will be assigned a portion of the maximum score using the formula:  $\text{Lowest Cost} / \text{other proposal cost} \times \text{total possible cost points}$ .

**EVALUATION CRITERIA**

Mandatory Submission Requirements Met	Pass/Fail
Evaluated Requirements	550 points
Sponsorship Discount/Incentive	350 points
Reference and other information	150 points
Cost (Exhibit 1)	300 points
Total Points	1350points



**10. GENERAL TERMS AND CONDITIONS**

- 10.1 The RFP, all attachments and amendments, the successful offeror's proposal submitted in response to the RFP, any negotiated changes to the same, will become the contract.
- 10.2 The contract, in its incorporated composite form, represents the entire agreement between the Contractor and University and supersedes all prior negotiations, representations, understandings or agreements, either written or oral.
- 10.3 From the date of release of this solicitation until Intent to Award Letter is issued, all contact and requests for information shall be directed to the RFP lead, only. Regarding this solicitation, all contact with other personnel employed by or under contract with the University is restricted. During the same period, no prospective vendor shall approach personnel employed by, or under contract to the University, on any other related matters. An exception to this restriction will be made for vendors who, in the normal course of work under a current and valid contract with the University, may need to discuss legitimate business matters concerning their work with the contracting department. Violation of these conditions may be considered sufficient cause by the University to reject a vendor's bid or proposal, irrespective of any other consideration.

APPENDIX A

Scope of Work

*(The contractor's proposal will be included in the contract as Appendix A – Scope of Work)*

**ATTACHMENT 1  
OFFEROR QUESTIONS**

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY'S NAME IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. THIS FORM AND THIS FORM ONLY IS TO BE USED.
2. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
3. Questions must be received on time or will be rejected and not considered.
4. Enter the RFP section number that the question is for in the "RFP Section" field (column 2). If the question is a general question not related to a specific RFP section, enter "General" in column 2. If the question is in regards to a State Term and Condition or a Special Term and Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example "Attachment A") in the "RFP Section" (column 2), and the attachment page number in the "RFP page" field (column 3).
5. Do not enter text in column 5 (Answers). This is for the University's use only.
6. Once completed, this form is to be emailed per the instructions in the RFP. The email subject line is to state the RFP number followed by "Questions."

CONSENT AGENDA  
JUNE 18, 2015

ATTACHMENT 1

**Title of RFP, RFP# MC15-080**

Questions are due by 5:00 PM MT, per the date listed in 1. Administrative Information.

Question	RFP Section	RFP Page	Question	Response
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
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20				
21				
22				
23				

ATTACHMENT 2  
REFERENCES

**INSTRUCTIONS TO THE OFFEROR:**

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Offerors must provide five (5) written professional references from individuals, companies, or agencies with knowledge of the offeror's experience that is similar in nature to the products or services being requested by this RFP, and are in within the last three (3) years from the date this RFP was posted on the University website.

References not received prior to RFP closing date and time will receive a score of "0" for that reference. References outside the three (3) years, and references determined to be not of a similar nature to the products or services requested by this RFP will also receive no (zero) points. **Determination of similarity will be made by using the information provided by the reference in Section II General Information and any additional information provided by the reference.**

If more than three (3) references are received, the first three (3) fully completed references received will be used for evaluation purposes.

1. Offerors must complete the following information on page 2 of the "Reference's Response To" document before sending it to the Reference for response.
  - a. Print the name of your reference (company/organization) on the "REFERENCE NAME" line.
  - b. Print the name of your company/organization on the "OFFEROR NAME" line.
2. Send the "Reference's Response To" document to your references to complete.

**NOTE:** It is the offerors responsibility to follow up with their references to ensure timely receipt of all questionnaires. Offerors may e-mail the RFP Lead twenty-four (24) hours prior to the RFP closing date to verify receipt of references.

REFERENCE'S RESPONSE TO:  
RFP Number: MC15-080  
Air Charter Boise State University Football

REFERENCE NAME (Company/Organization): \_\_\_\_\_

OFFEROR (Vendor) NAME (Company/Organization): \_\_\_\_\_ has submitted a proposal to Boise State University to provide the following services: Air Charter Services We've chosen you as one of our references.

**INSTRUCTIONS**

1. Complete **Section I. RATING** using the Rating Scale provided.
2. Complete **Section II. GENERAL INFORMATION** (*This section is for information only and will not be scored.*)
3. Complete **Section III. ACKNOWLEDGEMENT** by manually signing and dating the document. (*Reference documents must include an actual signature.*)
4. E-mail or fax **THIS PAGE** and your completed reference document, **SECTIONS I through III** to:  
  
RFP Lead: Mike Carr  
E-mail: mikecarr@boisestate.edu  
Fax: 208-426-1152
5. This completed document **MUST** be received by 5:00 p.m. (Mountain Time) on February 17, 2015. Reference documents received after this time will not be considered. **References received without a signature will not be accepted.**
6. DO **NOT** return this document to the Offeror (Vendor).
7. In addition to this document, the University may contact references by phone for further clarification if necessary.

**Section I. RATING**

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Using the Rating Scale provided below, rate the following nine (9) items by circling the appropriate number for each item:

<b>Rating Scale</b>	
<b>Category</b>	<b>Score</b>
Poor or Inadequate Performance	0
Below Average	1 – 3
Average	4 – 6
Above Average	7 - 9
Excellent	10

Circle **ONE** number for each of the following nine items:

1. **Rate the overall quality of the vendor’s services:**

10   9   8   7   6   5   4   3   2   1   0

2. **Rate the response time of this vendor:**

10   9   8   7   6   5   4   3   2   1   0

3. **Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. (This pertains to delays under the control of the vendor):**

10   9   8   7   6   5   4   3   2   1   0

4. **Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions:**

10   9   8   7   6   5   4   3   2   1   0

5. **Rate the knowledge of the vendor’s assigned staff and their ability to accomplish duties as contracted:**

10   9   8   7   6   5   4   3   2   1   0

6. **Rate the accuracy and timeliness of the vendor’s billing and/or invoices:**

10   9   8   7   6   5   4   3   2   1   0

7. Rate the vendor's ability to quickly and thoroughly resolve a problem related to the services provided:

10 9 8 7 6 5 4 3 2 1 0

8. Rate the vendor's flexibility in meeting business requirements:

10 9 8 7 6 5 4 3 2 1 0

9. Rate the likelihood of your company/organization recommending this vendor to others in the future:

10 9 8 7 6 5 4 3 2 1 0

**Section II. GENERAL INFORMATION**

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1. Please include a brief description of the Air Charter services provided by this vendor for your business:

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2. During what time period did the vendor provide these services for your business?

Month:\_\_\_\_\_ Year:\_\_\_\_\_ to Month:\_\_\_\_\_ Year:\_\_\_\_\_

**Section III. ACKNOWLEDGEMENT**

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I affirm to the best of my knowledge that the information I have provided is true, correct, and factual:

\_\_\_\_\_  
Signature of Reference

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number



ATTACHMENT 3  
DEFINITIONS

*Solicitation*    *This document and any subsequent addendum*  
*Offeror*        *Any company responding to this Request for Proposal*  
*RFP*             *Request for Proposal*  
*University*     *Boise State University*

**EXHIBIT 1 - BIDDING SCHEDULE**  
**THIS PROPOSAL SCHEDULE MUST BE RETURNED WITH SIGNED PROPOSAL PACKAGE.**

1. Brigham Young University **Aircraft Seating 143 Passengers**  
September 12

Approximate Flight Time: \_\_\_\_\_ Airport \_\_\_\_\_

Roundtrip price: \$\_\_\_\_\_ Type of Aircraft: \_\_\_\_\_ Leg room: \_\_\_\_\_

Carrier: \_\_\_\_\_ Fuel gallons burned per flight hour: \_\_\_\_\_

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: \_\_\_\_ Return Flight: \_\_\_\_

Total flight hours (including deadheads): Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Approximate Flight Time: \_\_\_\_\_ **Aircraft seating 160 passengers**

Roundtrip price: \$\_\_\_\_\_ Type of Aircraft: \_\_\_\_\_ Leg room: \_\_\_\_\_

Carrier: \_\_\_\_\_ Fuel gallons burned per flight hour: \_\_\_\_\_

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: \_\_\_\_ Return Flight: \_\_\_\_

Total flight hours (including deadheads): Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

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2. Colorado State **Aircraft Seating 143 Passengers**

Approximate Flight Time: \_\_\_\_\_ Airport \_\_\_\_\_

Roundtrip price: \$\_\_\_\_\_ Type of Aircraft: \_\_\_\_\_ Leg room: \_\_\_\_\_

Carrier: \_\_\_\_\_ Fuel gallons burned per flight hour: \_\_\_\_\_

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Approximate Flight Time: \_\_\_\_\_ **Aircraft seating 160 passengers**

Roundtrip price: \$\_\_\_\_\_ Type of Aircraft: \_\_\_\_\_ Leg room: \_\_\_\_\_

Carrier: \_\_\_\_\_ Fuel gallons burned per flight hour: \_\_\_\_\_

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Total flight hours (including deadheads): Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Total flight hours (including deadheads): Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

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**3. San Jose State**

**Aircraft seating 143 Passengers**

Approximate Flight Time: \_\_\_\_\_ Airport \_\_\_\_\_

Roundtrip price: \$\_\_\_\_\_ Type of Aircraft: \_\_\_\_\_ Leg room: \_\_\_\_\_

Carrier: \_\_\_\_\_ Fuel gallons burned per flight hour: \_\_\_\_\_

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Total flight hours (including deadheads): Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

\_\_\_\_\_ Approximate Flight Time: \_\_\_\_\_ **Aircraft seating 160 passengers**

Roundtrip price: \$\_\_\_\_\_ Type of Aircraft: \_\_\_\_\_ Leg room: \_\_\_\_\_

Carrier: \_\_\_\_\_ Fuel gallons burned per flight hour: \_\_\_\_\_

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Total flight hours (including deadheads): Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Total flight hours (including deadheads): Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

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4. University of Nevada Las Vegas                      **Aircraft Seating 143 Passengers**

Approximate Flight Time: \_\_\_\_\_ Airport \_\_\_\_\_

Roundtrip price: \$ \_\_\_\_\_ Type of Aircraft: \_\_\_\_\_ Leg room: \_\_\_\_\_

Carrier: \_\_\_\_\_ Fuel gallons burned per flight hour: \_\_\_\_\_

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Total flight hours (including deadheads): Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Approximate Flight Time: \_\_\_\_\_                      **Aircraft seating 160 passengers**

Roundtrip price: \$ \_\_\_\_\_ Type of Aircraft: \_\_\_\_\_ Leg room: \_\_\_\_\_

Carrier: \_\_\_\_\_ Fuel gallons burned per flight hour: \_\_\_\_\_

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Total flight hours (including deadheads): Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Total flight hours (including deadheads): Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

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5. Utah State    **Aircraft Seating 143 Passengers**

Approximate Flight Time: \_\_\_\_\_ Airport \_\_\_\_\_

Roundtrip price: \$ \_\_\_\_\_ Type of Aircraft: \_\_\_\_\_ Leg room: \_\_\_\_\_

Carrier: \_\_\_\_\_ Fuel gallons burned per flight hour: \_\_\_\_\_

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Total flight hours (including deadheads): Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Approximate Flight Time: \_\_\_\_\_ **Aircraft seating 160 passengers**

Roundtrip price: \$\_\_\_\_\_ Type of Aircraft: \_\_\_\_\_ Leg room: \_\_\_\_\_

Carrier: \_\_\_\_\_ Fuel gallons burned per flight hour: \_\_\_\_\_

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Total flight hours (including deadheads): Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Total flight hours (including deadheads): Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

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6. VIRGINIA **Aircraft Seating 180 Plus passengers**

Approximate Flight Time: \_\_\_\_\_ Airport \_\_\_\_\_

Roundtrip price: \$\_\_\_\_\_ Type of Aircraft: \_\_\_\_\_ Leg room: \_\_\_\_\_

Carrier: \_\_\_\_\_ Fuel gallons burned per flight hour: \_\_\_\_\_

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Total flight hours (including deadheads): Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

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Sponsorship Offer

Item	Location	Discount Amount
01	Brigham Young University	\$ _____
02	Colorado State	\$ _____
03	San Jose State	\$ _____
04	University of Nevada Las Vegas	\$ _____
05	Utah State	\$ _____
06	Virginia	\$ _____
07	Optional Sponsorship Offer (Discount or Flight Credit)	\$ _____
	Total Cost of all listed Flights.	\$ _____
	Total Cost of all Flights (Less the discount or contribution for exclusive Sponsorship rights.)	\$ _____

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7. Bowl Game

Bowl game location and date will not be known until late in the season. Bowl games will fall between December 15, 2015 and January 7, 2016. It is anticipated that we will have a minimum of two weeks' notice prior to the game. Specify aircraft and seating capacity. For minimum capacities see section 5.3.1

Type of Aircraft: \_\_\_\_\_ Seating Capacity: \_\_\_\_\_ Leg room: \_\_\_\_\_

Carrier: \_\_\_\_\_ Fuel gallons burned per flight hour: \_\_\_\_\_

EXHIBIT 2 – EQUIPMENT LIST

Equipment	Quantity	Unit Weight	Total Weight
Carry on / personal items	70	5	350
Player Equipment Bags (Outbound Only)	70	10	700
Player Travel Bags	70	15	1050
Trainer Bags	3	150	450
Laundry (Return Only)	1	150	150
Player Helmets (Outbound Only)	70	5	350
Carry on Personal Items	84	8	672
Total	368		3722

**EXHIBIT 3  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS –  
PRIMARY COVERED TRANSACTIONS.**

1. The prospective Contractor certifies that, to the best of its knowledge and belief, it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - B. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud performing a public (Federal, State, or Local) transaction or contract under a public transaction: violation, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1.)(B.) of this certification; and
  - D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, state, or Local) terminated for cause or default.
2. Where the prospective Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach an explanation to this proposal.

Proposal Identification \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Company name: \_\_\_\_\_



**EXHIBIT 4– Sponsorship Proposal for Official Airlines of the Broncos**

**2011 Boise State University Football Air Charter RFP# MC15-080**

The Contractor may provide a written copy of the proposed “Corporate Sponsorship Agreement.” & discount or contribution associated with the said agreement. **All proposals will be considered and graded according to what is deemed in the best interest of the University.**

The sponsorship agreement may include but is not limited to the designation right of “**Official Airlines of the Boise State Broncos**”. Stadium advertising, video promotions, Publications/websites, tickets, media/television, media radio, promotional benefits, annual cash payment sponsorship fees, travel banks, credit accounts, signage, hospitality, in-market promotions, trade accounts, discounts to higher educational institutions, signage installation etc.

EXHIBIT 5  
SOLICITATION INSTRUCTIONS TO VENDORS

- 1. AUTHORITY TO PURCHASE:** The University is authorized pursuant to Idaho Code Section 67-5728 to execute and administer Contracts for the procurement of goods and services for the University in accordance with the University's established policies and procedures. Pursuant to Idaho Code Section 67-5725, all agreements made in violation of the applicable purchasing statutes or rules, including the University's purchasing policies, shall be void and any sum of money advanced by the University shall be repaid.
- 2. E-PURCHASING:** The University may utilize the Idaho e-Procurement System (IPRO), an electronic procurement system. Depending upon which profiling options vendors select in IPRO, vendors may be sent email notifications of acquisition opportunities on those Solicitations electronically posted.
- 3. ELECTRONIC SIGNATURES:** IPRO processes all information electronically on the Internet. Signatures by both the submitting Vendor and the University when using IPRO may be electronic and electronic signatures used with IPRO are as fully binding and legal for the University's purchasing process as a manually-affixed signature. Any reference in these *Solicitation Instructions to Vendors* to "signed," "signature," "manually signed in ink," or equivalents will include electronic signature, if the submitting Vendor is using IPRO.
- 4. DEFINITIONS:** Unless the context requires otherwise, all terms not defined below shall have the meanings defined in Idaho Code Section 67-5716.
- A. Agency - All offices, departments, divisions, bureaus, boards, commissions and institutions of the state, including the public utilities commission, but excluding other legislative and judicial branches of government, and excluding the governor, the lieutenant-governor, the secretary of state, the state controller, the state treasurer, the attorney general, and the superintendent of public instruction.
- B. Bid – A written offer that is binding on the Bidder to perform a Contract to purchase or supply Property in response to an Invitation to Bid.
- C. Bidder – A Vendor who has submitted a Bid.
- D. Contract - Contract means any University-written agreement, including a Solicitation or specification documents and the accepted portions of the Solicitation, for the acquisition of Property. Generally, the term is used to describe term contracts, definite or indefinite quantity or delivery contracts or other acquisition agreements whose subject matter involves multiple payments and deliveries.
- E. Contractor - A Vendor who has been awarded a Contract.
- F. Invitation to Bid – All documents, whether attached or incorporated by reference, utilized for soliciting formal sealed Bids.
- G. Offeror – A Vendor who has submitted a proposal in response to a Request for Proposals for Property to be acquired by the University.
- H. Property. Goods, services, parts, supplies and equipment, both tangible and intangible, including, but nonexclusively, designs, plans, programs, systems, techniques and any rights and interests in such Property. Includes concession services and rights to access or use state property or facilities for business purposes.
- I. Proposal – A written response, including pricing information, to a Request for Proposals that describes the solution or means of providing the Property requested and which Proposal is considered an offer to perform in full response to the Request for Proposals. Price may be an evaluation criterion for Proposals, but will not necessarily be the predominant basis for Contract award.
- J. Quotation – An offer to supply Property in response to a Request for Quotation and generally used for small or emergency purchases.
- K. Request for Quotation – The document, form or method generally used for purchases solicited in accordance with small purchase or emergency purchase procedures.
- L. Request for Proposals (RFP) – Includes all documents, whether attached or incorporated by reference, utilized for soliciting competitive Proposals and is generally utilized in the acquisition of services or complex purchases.
- M. Solicitation – An Invitation To Bid, a Request For Proposals or other document issued by the purchasing activity for the purpose of soliciting Bids, Proposals or Quotations to perform a Contract.
- N. State – The State of Idaho including each Agency unless the context implies other state(s) of the United States.
- O. University – Boise State University.

P. Vendor – A person or entity capable of supplying Property to the University.

**5. AWARD METHOD:** Contracts may only be awarded to the "Lowest Responsible Bidder." The Lowest Responsible Bidder is defined by Idaho Code Section 67-5716(12) as "The responsible bidder whose bid reflects the lowest acquisition price to be paid by the state; except that when specifications are valued or comparative performance examinations are conducted, the results of such examinations and the relative score of valued specifications will be weighed, as set out in the specifications, in determining the lowest acquisition price." When deemed to be in the best interest of the University, and set forth in the Solicitation documents, additional consideration may be given to the elements of discounts, supply location, quality of products or previous service, delivery time, or other elements.

**6. ADMINISTRATIVE FEE:** In accordance with Paragraph 5 of the State of Idaho Standard Terms and Conditions, Contracts issued through IPRO may be subject to an Administrative Fee of one point two five percent (1.25%) of the awarded value of the Contract, unless otherwise exempt (See Paragraph 5, State of Idaho Standard Terms and Conditions). **(Administrative fee does not apply to this Request for Proposal)**

**7. DETERMINATION OF RESPONSIBILITY:** The University reserves the right to make reasonable inquiry about or from the submitting Vendor or from third parties to determine the responsibility of a submitting Vendor. Such inquiry may include, but not be limited to, inquiry regarding financial statements, credit ratings, references, potential subcontractors, and past performance. The unreasonable failure of a submitting Vendor to promptly supply any requested information may result in a finding of non-responsibility.

**8. SOLICITATION AMENDMENTS:** It will be the Vendors' responsibility to check for any amendments to the solicitation document(s) prior to submitting a Bid, Proposal, or Quotation on the University website found at <http://vpfa.boisestate.edu/purchasing/purchasing-bid-opportunities>. Information given to one Vendor will be available to all other Vendors if such information is necessary for purposes of submitting a Bid, Proposal or Quotation, or if failure to give such information would be prejudicial to uninformed Vendors.

**9. NOTICE OF EFFECTIVENESS:** No Contract is effective until the authorized University purchasing official has signed the Contract (which signature may be electronic), and the effective or award date has passed. The Vendor shall not provide any goods or render services until the Contract has been signed by the University purchasing official and the Contract has become effective. Furthermore, the University is in no way responsible for reimbursing the Vendor for goods provided or services rendered prior to the signature by the authorized University purchasing official and the arrival of the effective date of the Contract.

**10. ECONOMY OF PREPARATION:** If submitting a response to a solicitation, responses should be prepared simply and economically, providing a clear, complete and concise description of the Offeror's capabilities to satisfy the University's requirements.

**11. SPECIFICATIONS:** Specifications describe the Property the University wants to acquire. Vendors are encouraged to review the specifications closely and present written questions within the time prescribed in the Solicitation to the designated purchasing official. See also Paragraph 14 on Administrative Appeals. The University is prohibited from accepting Property that does not meet the minimum specifications pursuant to Idaho Code Section 67-5726(4) and Section 67-5736.

**12. LAWS:** The laws governing the University's purchases of goods and services are found in Idaho Code Section 67-5714 through Section 67-5744, available on the Internet at [http://purchasing.idaho.gov/rules\\_and\\_policies.html](http://purchasing.idaho.gov/rules_and_policies.html). It is the Vendor's responsibility to conform to **ALL** applicable federal, state and local statutes or other applicable legal requirements. The information provided herein is intended to assist Vendors in meeting applicable requirements but is not exhaustive and the University will not be responsible for any failure by any Vendor to meet applicable requirements.

**13. PREFERENCE FOR IDAHO SUPPLIERS FOR PURCHASES:** Idaho preferences are governed by Idaho Code Section 67-2349 (Reciprocal Preference) and Idaho Code Section 60-101 – 103 (Printing).

**14. ADMINISTRATIVE APPEALS:** The procedure applicable to administrative appeals is set forth at <http://vpfa.boisestate.edu/process/procurement/purchasingappealsprocess.pdf>.

**15. SUBMISSION FORMS:**

A. Manual Submissions – For manually sealed and submitted Bids or Proposals, a submitting Vendor must use the University's supplied signature page (or other binding document as specified) when submitting its Bid or Proposal. The signature page must be manually signed in ink by an authorized agent of the submitting Vendor and returned with the submission package. Manually-submitted Bids or Proposals submitted without the signature page shall be found non-responsive and will not be considered. An incomplete, unsigned, or modified signature page will be cause for a finding of non-responsiveness. The signature page must contain an **ORIGINAL HANDWRITTEN** signature executed in **INK** and be returned as part of the submitting Vendor's Bid or Proposal. **PHOTOCOPIED SIGNATURES** or **FACSIMILE SIGNATURES** are **NOT ACCEPTABLE**. Submissions must be completed either in ink or typewritten. Forms or figures written in pencil are not acceptable. Mistakes should not be erased but may be crossed out and corrections inserted next to the errors and initialed **IN INK** by the person signing.

B. Submission Forms – Manual Quotations – For manually submitted Quotations, the submitting Vendor may use any response and submission form authorized by the Request For Quotation, including oral, telephonic, facsimile, email, or regular mail.

C. Submission Forms – Electronic – For Vendors using IPRO, proper completion of the electronic forms is required.

D. Submission Forms – Manual or Electronic – Regardless of Submission Form, Vendor warrants by submitting a Bid, Proposal or Quotation that it accepts the State of Idaho Standard Contract Terms and Conditions and the Solicitation Instructions to Vendors, and any Special Terms and Conditions identified in the Solicitation. Additionally, one or more of the following may be applicable:

1. If the Vendor is a corporation, partnership, sole proprietorship or other legal entity, and employs individual persons, by submitting its Bid, Proposal or Quotation, vendor warrants that any Contract resulting from this Solicitation is subject to Executive Order 2009-10 [[http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009\\_10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html)]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of its Contract; or

2. If Vendor is a natural person eighteen (18) years of age or older,

a. by submitting its Bid, Proposal or Quotation, warrants that its Bid, Proposal or Quotation is subject to Idaho Code section 67-7903 and, pursuant thereto, by submitting its Bid, Proposal or Quotation, attests, under penalty of perjury, that it is a United States citizen or legal permanent resident or that it is otherwise lawfully present in the United States pursuant to federal law; and

b. prior to being issued a Contract, Vendor will be required to submit proof of lawful presence in the United States in accordance with Idaho Code Section 67-7903.

#### 16. BID AND REQUEST FOR PROPOSAL SUBMISSIONS:

A. Manual Submissions – Unless otherwise stated elsewhere in the Solicitation, the submission package or envelope must be **SEALED** and plainly marked in the **LOWER** left corner with the following: (i) the name of the item or service being sought; (ii) opening date and time; and (iii) the Solicitation number. This information is found in the Solicitation document. The submitting Vendor's return address must appear on the envelope or package. Any Bid sheets and the signature page containing an original authorized signature must be submitted in a sealed envelope or package. **(Do not respond to more than one Solicitation in the same envelope!)** A submission made using "Express/Overnight" services must be shipped in a separate sealed inner envelope/package identified as stated above, and enclosed inside the "Express/Overnight" shipping container or package. No responsibility will attach to the University, or to any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a submission not properly addressed and identified. **DO NOT FAX YOUR BID OR PROPOSAL.** No oral, telephone, facsimile or late submissions will be considered. All submissions must be received at the physical address designated for courier service and time/date stamped by the purchasing activity prior to the closing date and time. It is the submitting Vendor's responsibility to timely submit its Bid or Proposal in a properly marked envelope, prior to the scheduled closing, for receipt in sufficient time to allow the submission to be time and date stamped **prior to the closing time.**

B. Bid Submissions – Electronic – For Bids, Proposals or Quotations submitted by means other than manual methods, submitting Vendors using IPRO must complete all steps in the submission process prior to the scheduled closing date and time.

C. Late Submissions – It is the submitting Vendor's responsibility to ensure that its Bid, Quotation, or Proposal is delivered or electronically submitted to the place designated for receipt prior to the specified closing time. Late submissions will not be considered under any circumstances. The official time used in the receipt of manual submissions is the prevailing local time as evidenced by the automatic time/date stamp located at the physical address designated for receipt of Bids, Quotations or Proposals. Electronic submissions will use IPRO's time to determine receipt time. No responsibility will be assumed for delays in the delivery of mail by the U.S. Post Office, private couriers, the intra-State mail system, or for the failure of any computer or electronic equipment. Submitting Vendors should be advised the intra-State mail system may increase delivery time from Central Postal to the place designated for receipt and should plan accordingly. **LATE SUBMISSIONS WILL BE DECLARED REJECTED AS NON-RESPONSIVE AND RETURNED TO THE SUBMITTING VENDOR. NO DEVIATIONS WILL BE ALLOWED.**

#### 17. TABULATION INFORMATION:

Manual/Electronic Opening – Electronic and manually-distributed Solicitations will contain detailed information regarding closing/opening dates and times. Vendors may attend openings of manually-submitted Solicitations at the place, date, and time specified in the Solicitation. At that time, for Bids, the names of Bidders and Bid amounts will be announced. For Proposals, only the names of the Offerors will be announced. No other information will be disclosed at that time. Persons may request tabulation information when it becomes available. Depending upon the complexity of the Solicitation, tabulations may take as long as thirty (30) calendar days. No tabulation information will be given over the phone.

**18. TERMS AND CONDITIONS OF ENSUING CONTRACT:** Any ensuing Contract will be governed by the *State of Idaho Standard Contract Terms and Conditions*, any applicable Special Terms and Conditions and, if applicable, any negotiated provisions, all as specified in the Solicitation. Unless otherwise identified in the Solicitation, no additional or supplemental terms and conditions submitted by the submitting Vendor as part of its response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and shall be inapplicable to this Solicitation and any ensuing Contract. If additional or supplemental terms

and conditions, either intentionally or inadvertently appear separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that *the State of Idaho Standard Contract Terms and Conditions* and any Special Terms and Conditions in the Solicitation are the only conditions applicable to the Solicitation and any ensuing Contract and the submitting Vendor's authorized signature affixed to the signature page form attests to this. If you condition your Bid or Proposal on such additional terms and conditions, your Quote, Bid or Proposal may be deemed non-responsive. **IF YOU HAVE QUESTIONS OR CONCERNS REGARDING THE UNIVERSITY'S TERMS AND CONDITIONS, ADDRESS THEM IN WRITING TO THE DESIGNATED PURCHASING OFFICIAL WITHIN THE TIME PERIOD PRESCRIBED PRIOR TO THE SOLICITATION CLOSING DATE.**

**19. PRE-OPENING SOLICITATION WITHDRAWALS OR MODIFICATION:**

A. Manual – Manual submissions may be withdrawn or modified only as follows: Bids or Proposals may be withdrawn or modified prior to the closing by written communication signed in ink by the submitting Vendor. Bids or Proposals may be withdrawn prior to closing in person upon presentation of satisfactory evidence establishing the individual's authority to act on behalf of the submitting Vendor. Any withdrawing or modifying communication must clearly identify the Solicitation. A modifying letter should be worded so as **NOT** to reveal the amount.

B. Pre-Opening Solicitation Withdrawals – Electronic – A submitting Vendor using IPRO may withdraw a previously submitted Solicitation response at any time prior to the closing by submitting another response with a zero unit price for each affected line item of the Solicitation and inserting the words "WITHDRAWAL OF PREVIOUSLY SUBMITTED BID" in the comments field for each affected line item.

C. Pre-Opening Solicitation Modification – Electronic – A submitting Vendor using IPRO may modify or change a previously submitted Solicitation response at any time prior to the closing by submitting another Solicitation response. Each additional response or submission has the effect of canceling the previous response and replacing it with the submitting Vendor's most current Solicitation response.

**20. REJECTION OF BIDS AND PROPOSALS AND CANCELLATION OF SOLICITATION:**

A. Prior to the issuance of a Contract, the University shall have the right to accept or reject all or any part of a Bid, Proposal or Quotation or any and all Bids, Proposals and Quotations when: (i) it is in the best interests of the University; (ii) the Bid, Proposal or Quotation does not meet the minimum specifications; (iii) the Bid, Proposal or Quotation is not the lowest responsible Bid, Proposal or Quotation; (iv) a finding is made based upon available evidence that a submitting Vendor is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill Contract requirements; or (v) the item offered deviates to a major degree from the specifications, as determined by the University (minor deviations, as determined by the University, may be accepted as substantially meeting the Solicitation requirements). Deviations will be considered major when such deviations appear to frustrate the competitive Solicitation process or provide a submitting Vendor an unfair advantage.

B. Prior to the issuance of a Contract, the University shall have the right to reject all Bids, Proposals, or Quotations or to cancel a Solicitation. Cancellation may be for reasons that include, but are not limited to: (i) inadequate or ambiguous specifications; (ii) specifications have been revised; (iii) Property is no longer required; (iv) there is a change in requirements; (v) all submissions are deemed unreasonable or sufficient funds are not available; (vi) Bids, Proposals or Quotations were not independently arrived at or were submitted in bad faith; (vii) it is determined that all requirements of the Solicitation process were not met; (viii) insufficient competition; or (ix) it is in the best interests of the University.

**21. BURDEN OF PROOF:** It shall be the responsibility and burden of the submitting Vendor to furnish, with its original submission, unless otherwise provided in the Solicitation, sufficient data for the University to determine whether or not the property offered conforms to the specifications.

**22. ALTERNATE BIDS:** Multiple bids submitted by a single submitting Vendor, or a submitting Vendor's alternate bids, **WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS.**

**23. DISCOUNTS:** Discounts, when applicable, shall be shown in a single net percentage figure (e.g. 57-1/4% instead of 50, 10, and 5 percent). **DISCOUNTS FOR PROMPT PAYMENT WILL BE ACCEPTED BUT CANNOT BE USED IN DETERMINING THE LOWEST BID.**

**24. UNIT PRICES GOVERN:** Unit prices shall govern. **IMPORTANT:** Prices must be given in the "unit of measure" required in the Solicitation. Example: If the Solicitation requires an item by the "piece," submit pricing by the "piece." If the Solicitation requires an item by the "foot," submit pricing by the "foot."

**25. FIRM PRICES:** The submitting Vendor agrees that its Bid, Quotation or Proposal shall be good and may not be withdrawn for a period of sixty (60) days after the scheduled closing date, unless otherwise identified in the Solicitation. No Bid, Quotation or Proposal will be accepted if marked "price prevailing at time of delivery," "estimated prices," "actual costs to be billed," or similar phrases. After the date and time of closing, no price change will be allowed, unless otherwise stated in the Solicitation. All Bids, Quotations and Proposals must be in U.S. Dollars.

**26. ORAL INFORMATION:** Questions concerning a Solicitation must be directed in writing to the designated purchasing official in the

period of time prescribed in the Solicitation. Bids, Proposals, or Quotations deviating from the specifications by any means other than that which is allowed by an amendment to the Solicitation written and issued by the University will be subject to rejection. The University will not be responsible for any verbal or oral information given to Vendors by anyone other than an authorized purchasing official who has providing information in writing. Reliance on any oral representation is at the Vendor's sole risk.

**27. GOVERNMENTAL USE ONLY:** Unless otherwise noted in the Solicitation, all purchases made pursuant to the Solicitation are for the internal use of government only and will not be resold to the general public at retail. Upon request, the University will issue a certification that all purchases made pursuant to the Solicitation are intended for the internal use of government and will not be resold to the general public at retail.

**28. PUBLIC RECORDS:**

A. The Idaho Public Records Law, Idaho Code Sections 9-337 through 9-348, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State Agency or a local agency (political subdivision of the State of Idaho) regardless of the physical form or character. All, or most, of the information contained in your response to the University's Solicitation will be a public record subject to disclosure under the Public Records Law. The Public Records Law contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. If you consider any material that you provide in your Bid, Proposal or Quotation to be a trade secret, or otherwise protected from disclosure, you **MUST** so indicate by marking as "exempt" **EACH PAGE** containing such information. Marking your entire Bid, Proposal or Quotation as exempt is not acceptable or in accordance with the Solicitation or the Public Records Law and **WILL NOT BE HONORED**. In addition, a legend or statement on one (1) page that all or substantially all of the response is exempt from disclosure is not acceptable or in accordance with the Public Records Law and **WILL NOT BE HONORED**. Prices that you provide in your Bid, Proposal or Quotation are not a trade secret. The University, to the extent allowed by law and in accordance with these Solicitation Instructions, will honor a designation of nondisclosure. Any questions regarding the applicability of the Public Records Law should be addressed to your own legal counsel **PRIOR TO SUBMISSION** of your Bid, Proposal or Quotation.

B. If your Bid, Proposal or Quotation contains information that you consider to be exempt, you must also submit an electronic redacted copy of the Bid, Proposal or Quotation with all exempt information removed or blacked out. The University will provide this redacted Bid, Proposal or Quotation to requestors under Idaho Code Sections 355 et seq. Submitting Vendors must also:

1. Identify with particularity the precise text, illustration, or other information contained within each page marked "exempt" (it is not sufficient to simply mark the entire page). The specific information you deem "exempt" within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise be clearly distinguished from other text or other information and be specifically identified as "exempt."

2. Provide a separate document with your Bid, Proposal or Quotation entitled "List of Redacted Exempt Information," which provides a succinct list of all exempt material noted in your Bid, Proposal or Quotation. The list must be in the order in which the material appears in your Bid, Proposal or Quotation, identified by Page#, Section#/Paragraph#, Title of Section/Paragraph, specific portions of text or other information; or in a manner otherwise sufficient to allow the University to determine the precise material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure.

C. Vendor shall indemnify and defend the University and State of Idaho against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring a designation of exempt or for the Vendor's failure to designate individual documents as exempt. The Vendor's failure to designate as exempt any document or portion of a document that is released by the University shall constitute a complete waiver of any and all claims for damages caused by any such release. If the University receives a request for materials claimed exempt by the Vendor, the Vendor shall provide the legal defense for such claim.

**29. LENGTH OF CONTRACT:** Pursuant to Idaho Code Section 67-5717(9), the University may enter into Contracts, including leases and rentals, for periods of time exceeding one (1) year provided that such Contracts contain no penalty to or restriction upon the University in the event cancellation is necessitated by a lack of financing for any such Contract or Contracts.

**30. LEASE-PURCHASE OPTIONS:** Idaho Code Section 67-5721 reads, in part, as follows: "Any exercise of an option to acquire (goods, services, parts, supplies and equipment), or any other procedure which shall serve to pass title to the state where no passage of title existed before, shall be deemed to be a new acquisition and prior to execution all applicable provisions and procedures of this chapter [67-5714 through 67-5744] shall be exercised." (**NOTE:** This provision is **NOT** applicable to time purchase or installment-purchase Contracts).

**SIGNATURE PAGE**

**THIS SHEET MUST BE FILLED OUT, SIGNED AND RETURNED WITH RESPONSE.**

THE UNDERSIGNED HEREBY OFFERS TO SELL TO BOISE STATE UNIVERSITY THE SPECIFIED PROPERTY AND/OR SERVICES, IF THIS BID IS ACCEPTED WITHIN A REASONABLE TIME FROM DATE OF CLOSING, AT THE PRICE SHOWN IN OUR BID AND UNDER ALL THE TERMS AND CONDITIONS CONTAINED IN, OR INCORPORATED BY REFERENCE, INTO THE BOISE STATE UNIVERSITY'S SOLICITATION.

SUBMISSION OF A BID TO BOISE STATE UNIVERSITY CONSTITUTES AND SHALL BE DEEMED AN OFFER TO SELL TO BOISE STATE UNIVERSITY THE SPECIFIED PROPERTY AND/OR SERVICES AT THE PRICE SHOWN IN THE BID AND UNDER THE STATE OF IDAHO'S TERMS AND CONDITIONS.

AS THE UNDERSIGNED, I ALSO CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE VENDOR AND THE BID IS MADE WITHOUT CONNECTION TO ANY PERSON, FIRM, OR CORPORATION MAKING A BID FOR THE SAME GOODS AND/OR SERVICES AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD.

NO LIABILITY WILL BE ASSUMED BY BOISE STATE UNIVERSITY FOR A VENDOR'S FAILURE TO OBTAIN THE TERMS AND CONDITIONS IN A TIMELY MANNER FOR USE IN THE VENDOR'S RESPONSE TO THIS SOLICITATION OR ANY OTHER FAILURE BY THE VENDOR TO CONSIDER THE TERMS AND CONDITIONS IN THE VENDOR'S RESPONSE TO THE SOLICITATION.

**Return with completed bid:**

**Please complete the following information:**

VENDOR (Company Name) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

TOLL-FREE # \_\_\_\_\_ PHONE # \_\_\_\_\_

FAX # \_\_\_\_\_ EMAIL \_\_\_\_\_

FEDERAL TAX ID / SSN # \_\_\_\_\_

**SIGNATURE PAGE MUST BE SIGNED & RETURNED FOR RESPONSE TO BE CONSIDERED.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please type or print name

\_\_\_\_\_  
Title

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March 9, 2015

To whom this may concern,

Please see the attached Request for Proposal for Boise State University.

RFP #MC 15-080.

I have also attached a charter agreement that covers all of Sun Country's

General terms.

Shelly Garcia

A handwritten signature in blue ink that reads "Shelly Garcia".

Manager of Charter Sales  
Sun Country Airlines  
1300 Mendota Heights Road, Mendota Heights  
MN, 55120  
651-681-3922

1300 Mendota Heights Road, Mendota Heights, MN 55120  
Corporate Headquarters 651.681.3900 Reservations 800.359.6789 Fax 651.681.3901

# BOISE STATE UNIVERSITY

REQUEST FOR PROPOSAL

RFP #MC15-080

## Air Charter Boise State University Football

Issue Date February 3, 2015

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1. RFP Administrative Information

RFP Title: Air Charter

RFP Project Description: It is the intent of Boise State University to receive proposals from qualified Airlines to provide Air Charter Services to destinations as required for the Boise State University football team. The University will utilize the Boise, ID (BOI) airport for all departures and arrivals. **(Proposals from Airline Brokers will not be accepted).**

RFP Lead: Mike Carr  
Senior Buyer  
1910 University Drive  
mikecarr@boisestate.edu  
Phone: 208-426-1802  
Fax: 208-426-1152

Pre-Proposal Teleconference: Tuesday February 10, 2015 from 9:00 – 10:00 AM Mountain Time

Location: RSVP to RFP lead for location and contact information.

Deadline To Receive Questions: February 13, 2015, 5:00 Mountain Time

Anticipated Release of Answers to Questions: February 19, 2015

RFP Closing Date: March 11, 2015, 5:00 Mountain Time

RFP Opening Date: 10:30 a.m. Mountain Time the following work day after closing.

Validity of Proposal Bid proposals are to remain valid for ninety (90) calendar days after the scheduled RFP opening date. Proposals submitted with a validity period of less than this will be found nonresponsive and will not be considered.

Initial Term of Contract and Renewals: The initial term is for one year with up to 4 one year renewals by mutual agreement. Terms and conditions during any renewal year will remain the same as the original contract. At the time of renewal, if any, the contract costs may be renegotiated

- 1.1 A non-mandatory pre-proposal teleconference will be held at the location and time as indicated in Section 1, page 2 of this RFP. This will be your opportunity to ask questions of the University staff. All interested parties are invited to participate. **Those choosing to participate must pre-register via email with the RFP lead to receive meeting details.** This conference will be used to explain, clarify, or identify areas of concern in the RFP. Those asking questions during the pre-proposal conference will be asked to submit those questions to the University in writing by the designated "Deadline to Receive Questions" period as indicated in Section 1, page 2 of this RFP. For simplicity's sake, offerors are strongly encouraged to submit just one, final set of questions, after the pre-proposal conference but prior to the question deadline, rather than multiple sets of questions. Any oral answers given by the University during the pre-proposal conference are to be considered unofficial. Phone lines are limited so calling from conference lines is appreciated.
- 1.2 All questions must be submitted to the RFP Lead by the date and time noted above. Questions must be submitted using Attachment 1 via email to the RFP Lead at the address listed above. Official answers to all questions will be posted on the University's website as an amendment as indicated in Section 1, page 2 of this RFP.

**Questions regarding the State of Idaho Standard Contract Terms and Conditions found at <http://adm.idaho.gov/purchasing/purchasingrules.html> and incorporated in this RFP by reference and the Solicitation Instructions to Vendors (Exhibit 5) must be submitted by the deadline to receive questions from the offeror, stated on Section 1, page 2 of the RFP. Note: Section 5 – Administrative Fees DOES NOT apply to this RFP. Questions, objections or proposed modifications to the State of Idaho Standard Contract Terms and Conditions and the Solicitation Instructions to Vendors must be proposed in writing during the question period in the format and manner provided in this section.**

**Questions submitted regarding these requirements must contain the following for the University's consideration:**

- 1.2.1 The term or condition in question;
- 1.2.2 The rationale for the specific requirement being unacceptable to the offeror (define the deficiency);
- 1.2.3 Recommended verbiage for the University's consideration that is consistent in content, context, and form with the University's requirement that is being questioned; and
- 1.2.4 Explanation of how the University's acceptance of the recommended verbiage is fair and equitable to both the University and the offeror.

Proposals received that qualify the offer based upon the University accepting other terms and conditions **not found in the RFP or which take exception to the University's terms and conditions** may be found non-responsive, and no further consideration of the proposal will be given.

- 1.3 Proposal opening will be held at the location and time as indicated in Section 1, page 2 of this RFP. All offerors, authorized representatives and the general public are invited, at their own expense, to be present at the opening of the proposals. During the proposal opening only the names of the vendors will be provided.

## 2. (M) INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

- 2.1. Any qualified vendor may submit a proposal. All vendors are qualified unless disqualified. Those offerors presently on the General Service Administration's (GSA) "list of parties excluded from federal procurement and non-procurement programs" may be disqualified. Vendor information is available on the Internet at: <https://www.sam.gov/index.html>
- 2.2. Proposals must demonstrate that offerors have the ability to complete the described functions of this RFP.
- 2.3. In order to be considered for award, the sealed proposal must be delivered to the place specified, no later than the date and time specified in Section 1 of the RFP.  
A proposal received at the office designated in this RFP after the RFP closing date and time will not be accepted. No late proposals will be accepted.
- 2.4. The proposal must be submitted with the University-supplied signature pages which must contain an **ORIGINAL HANDWRITTEN** signature executed in **BLUE INK** and be returned with the relevant Solicitation documents. **PHOTOCOPIED SIGNATURES** or **FACSIMILE SIGNATURES** are **NOT ACCEPTABLE**.
  - 2.4.1 The proposals must be addressed to the RFP Lead and clearly marked "CONTRACT PROPOSAL – RFP - MC15-080 Air Charter.
  - 2.4.2 Each proposal must be submitted with one (1) original and three (3) copies of the Business and Scope of Work Proposal and one (1) original and one (1) copy of the Cost Proposal and Billing Procedures.
  - 2.4.3 In addition, offerors must submit one (1) electronic copy of the proposal on CD or USB device. Word or Excel format is required. The only exception will be for financials or brochures. The format and content must be the same as the manually submitted proposal. The electronic version must NOT be password protected or locked in any way. Please attach the CD or USB device to the original version of the Business and Scope of Work Proposal.
  - 2.4.4 Submit one (1) electronic, redacted copy of the Business and Scope of Work Proposal, on CD or USB device, with all trade secret information removed or blacked out, as described in Paragraph 32, "Public Records," State of Idaho's SOLICITATION INSTRUCTIONS TO VENDORS. The electronic file name should contain the word "redacted." This is the copy of the offeror's proposal which will be released under Idaho's Public Record Law, if the proposal is requested. The redacted copy of the Business and Scope of Work Proposal must be an exact copy of the Business and Scope of Work Proposal regarding trade secret information. The original proposal and redacted proposal may be submitted on the same CD or USB device.

2.4.5 The proposal must be separated into two (2) distinct sections: Business and Scope of Work Proposal, and Cost Proposal.

2.4.6 The Business and Scope of Work Proposal must be sealed, identified "Business and Scope of Work Portion of Proposal – RFP #MC15-080 Air Charter and include a cover letter (see section 4.3)

2.4.7. The Cost Proposal must be sealed, identified "Cost Portion of Proposal – RFP # MC15-080 Air Charter

2.5 (M) INSURANCE

2.5.1 The Contractor will carry an insurance policy with minimum CSL liability (Bodily Injury & Property Damage) limits of \$300 million dollars per occurrence with Boise State University and the State of Idaho to be named as additional insured's on the contractor's Aircraft liability policy. The insurance company providing the insurance certificate must have an insurance company rating of A- or higher by either A.M. Best or Standard and Poor's rating bureaus.

2.5.2 All insurers shall have an "AM Best" rating (or equivalent) of A- or better and be licensed and admitted in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Certificate Holder may choose to maintain.

2.5.3 Certificate Holder and Additional Insured shall read:  
State of Idaho and Boise State University  
Attn: Risk Management  
1910 University Drive  
Boise, ID 83725

The University reserves the right to have the original insurance certificates provided upon request. If the original document is requested, a contract will not be signed until it is received.

- 2.6. No verbal proposals or verbal modifications will be considered. An offeror may modify its proposal in writing prior to the RFP closing time. A written modification must include the date and signature of the offeror or its authorized representative.
- 2.7. All costs incurred in the preparation and submission of a proposal in response to this RFP, including, but not limited to, offeror's travel expenses to attend the pre-proposal conference, proposal opening and presentation or negotiation sessions, must be the sole responsibility of offerors and will not be reimbursed by the University.
- 2.8. An appeal by a vendor of a bid specification, a non-responsiveness determination, or the award of a bid is governed by the Boise State University Purchasing Appeals Process, and must be filed in accordance with that process, which can be found on the Internet at <http://vpfa.boisestate.edu/purchasing/purchasing-procedures/>

- 2.9. The offeror must complete the attached Signature Page provided with the RFP, and submit with its proposal.

### **3. TERMS OF PROCUREMENT PROCESS**

- 3.1. To be considered responsive, offerors should adhere to all requirements of this RFP. The determination of whether a proposal is responsive is a determination made solely by the University. The University reserves the right to waive any nonmaterial variation that does not violate the overall purpose of the RFP, frustrate the competitive bidding process, or afford any offeror an advantage not otherwise available to all offerors.
- 3.2. Proposals should be submitted on the most favorable terms from both a price and technical standpoint which offerors can propose. The University reserves the right to accept any part of a proposal, or reject all or any part of any proposal received, without financial obligation, if the University determines it to be in the best interest of the University to do so.
- 3.3. All data provided by the University in relation to this RFP represents the best and most accurate information available at the time of RFP preparation. Should any data later be discovered to be inaccurate, such inaccuracy will not constitute a basis for contract rejection by an offeror or contract amendment.
- 3.4. All proposal material submitted becomes the property of the University and will not be returned to offeror. Proposals and supporting documentation may be available for public inspection upon written request following the announcement of a contract award, except for information specifically labeled on each separate page as a "trade secret" or other exemption from disclosure under the Idaho Public Records Act, Section 9-340D(1), Idaho Code.
- 3.5. The proposal submitted by the successful offeror will be incorporated into and become part of the resulting contract. The University will have the right to use all concepts contained in any proposal and this right will not affect the solicitation or rejection of the proposal.
- 3.6. This Agreement is subject to approval by the Idaho State Board of Education and if such approval is not granted the Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

### **4. PROPOSAL FORMAT**



- 4.1. These instructions describe the format to be used when submitting a proposal. Sections of the format may be listed with an Evaluated Requirement (definition below). Evaluation points may be deducted from the offeror's possible score if the following format is not followed. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted proposals. There is no intent to limit the content of proposals. The proposal of the successful offeror will be appended to and incorporated into the RFP and the resulting contract or agreement, including the State's Standard Terms and Conditions [http://purchasing.idaho.gov/pdf/terms/standard\\_terms\\_and\\_conditions.pdf](http://purchasing.idaho.gov/pdf/terms/standard_terms_and_conditions.pdf). All terms should be reviewed carefully by each prospective offeror as the successful offeror is expected to comply with those terms and conditions, and may be found in breach of contract if terms conflict.
- 4.2. EVALUATION CODE - The codes and their meanings are as follows:
- 4.2.1 **(M)** Mandatory Specification or Requirement - failure to comply with any mandatory specification or requirement may render offeror's proposal non-responsive and no further evaluation will occur. Offeror is required to respond to each mandatory specification with a statement outlining its understanding and how it will comply.
- 4.2.2 **(ME)** Mandatory and Evaluated Specification - failure to comply may render offeror's proposal non-responsive and no further evaluation will occur. Offeror is required to respond to each mandatory and evaluated specification with a statement outlining its understanding and how it will comply. Points will be awarded based on predetermined criteria.
- 4.2.3 **(E)** Evaluated Specification - a response is desired. If not available, respond with "Not Available" or other response that identifies offeror's ability or inability to supply the item or service. Failure to respond will result in zero (no) points awarded for this item.
- 4.3. **(M)** COVER LETTER - The Business and Scope of Work Proposal must include a cover letter on official letterhead of the offeror, the offeror's name, mailing address, telephone number, facsimile number, and name of offeror's authorized agent including an email address. The cover letter must identify the RFP Title, bid number and all materials and enclosures being forwarded collectively as the response to this RFP. The cover letter must be signed, in ink, by an individual authorized to commit the offeror to the work proposed. In addition, the cover letter must include:
- 4.3.1 Identification of the offeror's corporate or other legal entity. Offerors must include their tax identification number. The offeror must be a legal entity with the legal right to contract.
- 4.3.2 A statement indicating the offeror's acceptance of and willingness to comply with the requirements of the RFP and attachments, including but not limited to the State of Idaho Standard Contract Terms and Conditions [http://purchasing.idaho.gov/pdf/terms/standard\\_terms\\_and\\_conditions.pdf](http://purchasing.idaho.gov/pdf/terms/standard_terms_and_conditions.pdf),
- 4.3.3 A statement of the offeror's compliance with affirmative action and equal employment regulations.

4.3.4 A statement that the proposal was arrived at independently by the offeror without collusion, consultation, communication, or agreement with any other offeror as to any matter concerning pricing.

4.3.5 A statement that offeror has not employed any company or person other than a bona fide employee working solely for the offeror or a company regularly employed as its marketing agent, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the contractor or a company regularly employed by the contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of this contract. The offeror must affirm its understanding and agreement that for breach or violation of this term, the University has the right to annul the contract without liability or, in its discretion, to deduct from the contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.

4.3.6 A statement naming the firms and/or staff responsible for writing the proposal.

4.3.7 A statement that offeror is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs.

4.3.8 A statement affirming the proposal will be firm and binding for ninety (90) days from the proposal opening date.

4.4. **(M)** AMENDMENT CONFIRMATION - If the RFP is amended, the offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the proposal may result in the proposal being found non-responsive.

4.5 Identify each page of the proposal that contains a "trade secret" per Section 3.4 above. Only those pages identified as "trade secret" or other exemption from disclosure will be exempt from disclosure if the proposal is requested pursuant to the Idaho Public Records Act. All other pages of the proposal will be released without review.

**NOTE: If a proposal is marked as "trade secret" in its entirety, it will be considered public record in its entirety, and will be disclosed, if requested.**

4.6. TABLE OF CONTENTS - Include in the Business and Scope of Work Proposal a table of contents; adequately identify the contents of each section, including page numbers of major subsections. The Table of Contents is not evaluated, and is for reference purposes only.

4.7. EXECUTIVE SUMMARY - Include in the Business and Scope of Work Proposal an executive summary, which provides a condensed overview of the contents of the Business and Scope of Work Proposal submitted by the offeror, which shows an understanding of the services to be performed. The Executive Summary is not evaluated, and is for summary purposes only.

4.8. BUSINESS INFORMATION

4.8.1 (E) Experience: Provide background and history of your company. Describe your company's experience in providing collegiate football air charter and sponsorship agreement service.

4.8.2 (E) Required information provided as part of your proposal will be evaluated by University.

4.8.2.1 Boise State University hereby requests in conjunction with this proposal Contractors provide names of contact, position of contact, addresses and phone numbers of contact information of five (5) Division 1 Universities your firm has provided Air Charter and Sponsorship service within the past three years. (All referenced Universities must be located west of the Mississippi river. Failure to receive appropriate references on or before the opening date will result in zero points being awarded for this section. References from the SEC, ACC, Big Ten, Big 12, PAC 12 and Mountain West conferences are preferred.

4.8.2.2 Boise State University reserves the right to request additional references and/or contact any other references that may not have been provided by Contractor. Standard industry reference inquiries shall be utilized during this process.

4.8.2.3 Offerors must follow the instructions in Attachment 2 to obtain those references.

4.8.2.4 For any reference not received by RFP closing date and time, or is outside the three (3) years, the offeror will receive no (zero) points for that particular reference. For any reference determined to be not of a similar nature to the products or services requested by this RFP, the offeror will also receive no (zero) points for that particular reference. Offerors may email the RFP Lead prior to the reference submittal deadline to verify receipt of references.

## 5. SCOPE OF WORK

Use this proposal outline as part of your response to the RFP, and identify it as Appendix A – Scope of Work. Keep in mind, the evaluators will be evaluating on the methodologies proposed and the completeness of the response to each of the services listed below.

5.1 (M) GENERAL REQUIREMENTS – The requirements listed below must be adhered to by the successful offeror at all times during the life of the contract. The offeror must provide written acknowledgement they agree with and will adhere to these requirements.

5.1.1 University Marks - Boise State University's registered trademarks, as well as other names, seals, logos, college colors and other indicia ("University Marks") that are representative of the University may be used solely with permission of Boise State University. Notwithstanding the foregoing, the University logo may be used in the RFP response for illustrative purposes only. No use may be made of University Marks in any document which implies any association with or endorsement of the services of the bidding company or any other third party.

Where indicated, for each of the following, the proposal should address methodologies to be used, pertinent time lines, personnel and other pertinent information in order to implement the Scope of Work successfully to achieve full compliance with all tasks and deliverables. Offerors must identify any information or resources needed from the University in order to perform any of the work.

5.2 (M) DATES, TIMES, AND DESTINATION

5.2.2 Proposal Schedule - see Exhibit 1

5.2.3 All game dates and times are tentative. The University reserves the right to change dates and/or times. A typical season includes 6 charter flights. A finalized schedule will be sent to the successful Contractor 90 days prior to each flight for regular season games. Changes outside the control of Boise State University shall be communicated to Vendor as soon as possible. It is the expectation of Boise State University that the football team will be invited to a post season bowl game. As part of the resulting contract we would like the option of extending this agreement to include a domestic bowl in addition to the regular season at the same rate as the regular season. Notification of participation will typically allow a minimum of two weeks' notice from the time of invitation to actual departure from Boise, Idaho.

5.3. (M) TRAVEL ARRANGEMENTS

5.3.1 Passenger jet aircraft seating either 143 or 160 passengers from airlines, with hubs west of the Mississippi river. Two bids are required for flights to the western United States. For the Virginia trip the bid is requested for complying aircraft that seat a minimum of 180 passengers. 89 players & coaches @ 210 lbs. each; other passengers: 185 lbs. each; plus carryon baggage. In recognition that aircraft required for the Virginia trip is not common in regional air lines this trip will be evaluated separately. Inability to provide nonstop transportation to Virginia will not preclude an award for destinations located in the western United States. For a post season bowl game the University will require transportation for an estimated 250 travelers, including players, coaches and invited guests. If two aircraft are offered the team aircraft must have a minimum capacity of 143 passengers.

5.3.2 Departure time for each flight is determined as soon as possible after the official schedule is published. Requests by Boise State University to adjust departure times may occur especially if the host school changes stadium availability for practice on arrival day, television schedule changes, or other similar changes occurs that affect the trip schedule.

5.3.3 Equipment will consist of personal equipment carried with the team – see Exhibit 2 for a detailed listing.

5.3.4 Only passengers approved by University will be on any flight chartered by University. University reserves the right to fill all available seats.

5.3.5 Each game will be approximately three hours long. Typically, the team will depart from the stadium approximately 1 hour after completion of the game and will go directly to the airport for departure. The aircraft and crew shall be available to load passengers four hours after game start time with departure immediately after loading has been

completed For games in the eastern time zone, rest overnight or early arrival aircraft are preferred.

5.4 (M) CONTRACT CONDITIONS

5.4.1 Performance of Work

5.4.1.1 The Contractor is responsible to maintain and supply all equipment, aircraft, engine reserve, fuel, and other supplies required for the service to be performed in this contract (including the Sponsorship Agreement). Subcontracting of service is not allowed. If the plane is not available and ready for take-off within the contracted time-frame, the Contractor will be responsible to feed and house the traveling party until such flight is ready, in addition to Contractor's other obligations as set forth in this contract. This requirement extends to FBO or other non-main terminal locations and/or sub-contracted gates.

5.4.1.2 In the case of additional ground time and/or delays due to mechanical difficulties, or other reasons attributable to the Contractor, the Contractor shall compensate the University for such delay(s). Compensation would include, but not be limited to the following: 1-hour delay sports drinks and bars, preferably PowerAde and Powerbars for each traveler; 1.5 to 2 hour delay –a meal for each traveler, lounge accommodations for all travelers. If a flight is delayed for more than 2 hours, for any reason attributable to the Contractor, the Contractor shall refund to the University any actual costs incurred due to such delay, including but not limited to meals, lodging, and local transportation.

5.4.1.3 Contractor shall provide current on time records for scheduled commercial flights and charters.

5.4.1.4 All flights are to be non-stop from Boise to each destination and return.

5.4.2 Cancellation or Delayed Operation

5.4.2.1 Weather-related Cancellations: The Contractor shall discuss actual and anticipated weather conditions with the University. Where possible, such discussions shall occur sufficiently in advance of the flight to permit the University to decide whether to proceed with or cancel the flight. Final decision whether to proceed with or to cancel a flight for weather-related reasons shall always rest with the Contractor, which shall provide verification and substantiation of the reason(s) for flight cancellation if the University so requests and in writing if the University so requests. If a flight is canceled for weather-related reasons, the Contractor shall refund all fees and costs paid by the University for the flight and all associated matters. Upon University request, the Contractor shall make every effort to provide alternative flight options in the event that the scheduled flight is significantly delayed or cancelled due to weather.

5.4.2.2 Cancellation for Mechanical and Other Reasons: If a flight is canceled in whole or in part due to mechanical reasons, flight crew availability, or if a flight is canceled in whole or part for other reasons within the Contractor's control, the Contractor shall be obligated to provide a substantially equivalent replacement aircraft. If Contractor fails to provide such an aircraft, it shall refund all fees and costs paid by the University for the flight and all associated matters and shall be liable for all damages, including consequential damages incurred by the

University. The Contractor acknowledges that said damages may include, but are not limited to, lodging, meals, alternate travel arrangements, lost game revenue, game cancellation liquidated damages amounts as defined in the contract between the University and its opponent, and compensation for delays.

5.4.2.3 Cancellation by the University: The University may cancel any and all flights, for reasons beyond the University's control, such as but not limited to game cancellation due to adverse weather. The University shall make every effort to provide 24-hour advance notice of any such cancellation(s). Upon such cancellation, the Contractor shall credit all fees paid by the University for the flight and associated matters to be applied to a future flight with the Contractor.

5.4.2.4 Delay or Change by the University: The University may delay or change any and all flights, for reasons beyond the University's control, such as but not limited to game date change and/or cancellation by the opposing team, network television scheduling related changes, field availability, etc. The University shall provide notice to the Contractor as soon as possible. If the Contractor is not able to accommodate the delay or change, the Contractor shall credit all fees paid by the University for the flight and associated matters to be applied to a future flight with the Contractor.

5.4.3 GROUND TIME

The costs incurred for all ground time delays due to any reason not within the control of the University shall be borne by the Contractor. For ground time delays attributed to the University, the first two hours shall be at no charge to the University.

5.4.4 UNIVERSITY'S COMPLIANCE OBLIGATIONS

The Contractor will advise the University, in writing, of all laws, rules, and regulations with which the University must comply in performing this contract, including but not limited to all laws, rules, and regulations pertaining to the chartering of aircraft, sufficiently in advance of the time for compliance by the University that the University may meet its compliance obligations. The Contractor will consult with and reasonably assist the University in complying with said laws, rules, and regulations.

5.4.5 NON-PERFORMANCE

If the Contractor breaches the contract in whole or in part and/or fails to comply with the requirements and specifications set forth in the contract, it shall refund all fees and costs paid by the University for the flight and all associated matters and shall be liable for all damages, including consequential damages, incurred by the University. The Contractor acknowledges that said damages may include, but are not limited to, lodging and meals, alternate travel arrangements, lost game revenue, game cancellation liquidated damages amounts as defined in the contract between the University and its opponent, and compensation for delays and other significant consequences.

6. MANDATORY REQUIREMENTS

Note: All of Section 6 will be pass/fail, any proposal receiving a "fail" will not be considered further.

- 6.1 Carrier must provide signed Certificate of Debarment with bid response.(Exhibit 3)  
Offeror must also provide signed Signature Page with bid response.
- 6.2 Identify any deposit and prepayment requirements.
- 6.3 The Contractor will provide name, address, phone, contact information, and account number of their DOT approved escrow account. Boise State University will only issue payment to a DOT approved escrow account.
- 6.4 Contractor shall provide their standard contract form(s) with their proposal, including the Sponsorship Agreement.
- 6.5 CONTRACTOR REQUIREMENTS
  - 6.5.1 Aircraft must meet or exceed all Federal Aviation Administration (FAA) Regulations, Standards and Requirements for Safe Air Transportation Services.
  - 6.5.2 Aircraft shall be all-weather capable.
  - 6.5.3 The Contractor shall be capable of flying in all climate conditions and under instrument flight rules when necessary.
  - 6.5.4 The pilot and co-pilot must be fully capable to operate the plane, and must be fully licensed to operate in the pilot and co-pilot capacity, respectively. Both the pilot and co-pilot shall have sufficient flight hours necessary to pilot the aircraft per the schedule on Exhibit 1.
  - 6.5.5 The Contractor shall meet all applicable requirements concerning FAA Part 121, and shall be FAA Part 121 certified for any and all flights. The Contractor shall include a copy of their FAA Part 121 certificate in the bid response. Contractor shall insure that all required crew rest requirements are met prior to the scheduled departure time.
  - 6.5.6 In addition to the foregoing, the Contractor shall ensure compliance with all federal, state, and local laws, rules, and regulations pertaining to the ownership and operation of the aircraft, including but not limited to compliance with all applicable regulations promulgated by the Federal Aviation Administration and/or the Department of Transportation.
  - 6.5.7 Without limiting the foregoing, Contractor's duties and responsibilities shall include the following:
    - 6.5.7.1 The sole and absolute responsibility for the furnishing of qualified crews and flight attendants for each flight; including an airline representative Charter Coordinator on each flight.
    - 6.5.7.2 The maintenance of the aircraft in accordance with all applicable regulations for all pre-flight, flight, and post-flight operations, including but not limited to the performance of every act, duty, and responsibility required by law or regulation of any regulatory authority having jurisdiction over the operation of each flight and the aircraft;

6.5.7.3 The aircraft security while the aircraft is on the ground;

6.5.7.4 Pre-flight check-in procedures for both passengers and baggage;

6.5.7.5 Air terminal security as may be required by law; sufficient equipment & numbers of screeners should be available to insure that the screening process does not exceed 20-30 minutes for the entire party.

6.5.7.6 Ingress and egress of the passengers to and from the aircraft; Provisions should be made for alternative locations for passengers in the event of foul weather if sufficient FBO accommodations do not exist plane side.

6.5.7.7 Any other duties and responsibilities required of an owner/operator of an aircraft by any Federal, State, or local law or any regulation of any said governmental agency for the services described in this contract.

**The Certificate of Insurance will be furnished to the University's Purchasing Department before contracts will be signed.**

6.6 MEALS AND BEVERAGE SERVICE

6.6.1 Meals: Meals shall generally consist of an ample supply of Power Bars (average of double the seating capacity) both outbound and return flights.

6.6.2 Beverages: Beverages shall include ample supplies of 20 oz. water and 20 oz. sports drinks, preferably PowerAde, for all passengers (average of double the seating capacity; more on longer flights). Coffee and soda will be available for coaches and staff.

6.6.3 No alcohol is allowed on any flight chartered by Boise State University.

6.6.4 Additionally, water and sports drinks, preferably PowerAde, shall be available at the Gate on departure from Boise airport (BOI) and at the base of the flight stairs on the return flight.

6.6.5 Optional Meals: University, at its sole discretion, may arrange to bring a catered meal on board from a third party vendor. It is the intention of the University to have catered meals delivered to the aircraft for the return flight from Virginia. These meals will be served mid-flight. It is expected that the aircraft will have provisions to keep meals warm or cool as required.

7. **EVALUATED REQUIREMENTS**

Required information provided as part of your proposal will be evaluated by a committee composed of University personnel.

7.1 AIRCRAFT

7.1.1 The university is interested in evaluating optional aircraft for all flights. Please provide charter costs for aircraft with seating capacity of 143 and 160. For east coast and Midwest flights please provide bids for aircraft seating a minimum of 180 passengers.

7.1.2 Aircraft with no first class or business class sections are preferred.

7.1.3 TV's or Wi-Fi in all seats is highly desired. If these options are available make special note in the RFP response. Include any additional cost for this service in the cost



response at a level of use in all seats

7.2 AIRPORTS

Identify airport and passenger handling location to be used for each flight segment listed in this Exhibit I. In Boise, please bid departures from an assigned gate in the main terminal and an FBO. Please bid both the main terminal and FBO for arrivals back into Boise. FBOs at the destination sites are preferred. Identify foul weather accommodations at all sites.

7.3 REFERENCES

**Required information provided as part of your proposal will be evaluated by University. Failure to provide this information may result in rejection of proposal.**

Boise State University hereby requests in conjunction with this proposal Contractors provide names of contact, position of contact, addresses and phone numbers of contact information of five (5) Division 1 Universities your firm has provided Air Charter service for within the past three years. (All referenced Universities must be located west of the Mississippi). Failure to receive appropriate references on or before the opening date will result in zero points being awarded for this section. References from the SEC, ACC, Big Ten, Big 12, PAC 12 and Mountain West conferences are preferred.

Boise State University reserves the right to request additional references and/or contact any other references that may not have been provided by Contractor. Standard industry reference inquiries shall be utilized during this process.

**8. (ME) COST PROPOSAL**

Pricing will be evaluated using a cost model that offers the University the best possible value over the initial term of the contract.

8.1 The offeror must include escrow account information with their completed bidding schedule (Exhibit 1). Upon signing this Agreement or ninety (90) days prior to the first flight segment of the Charter Flights, whichever is later, Charterer will deposit 20% of the Charter Flight Cost into contractor's escrow account described in bid response. At least seven (7) business days prior to the first flight segment of the Charter Flights, Charterer will deposit into contractor's escrow account the remaining amount of the Charter Flight Cost. The escrowed funds will be held in the escrow account until at least five (5) business days following the completion of a particular Charter Flight or segment of the Charter Flight(s), at which time the portion of funds applicable to the particular Charter Flight or segment of the Charter Flight(s) will be released to contractor. This release of the escrow funds to contractor will occur without further notification to, or approval by, the Charterer. If the Charterer wants to dispute the release of the escrowed funds to contractor, the Charterer must notify contractor in writing of any dispute within five (5) business days after completion of the particular Charter Flight or segment, including the amount of escrow funds in dispute. Contractor will maintain in its escrow account funds equal to the amount in dispute pending resolution of the dispute.

8.2 The offeror must provide a fully-burdened rate which must include, **but is not limited to**, all operating and personnel expenses, such as: overhead, salaries, profit, supplies, travel and quality improvement.

- 8.3 Contractor shall propose a cost for each flight and for all flights.
- 8.4 Boise State University reserves the right to make a cost comparison with commercial air and charter bus services, and based on available funding will determine which flights will ultimately be chartered from this proposal.
- 8.5 Proposal prices must be fully burdened to include all costs associated with the charter including but not limited to: meals; beverage service; ground handling; fuel; de-icing; landing fees; all airport fees; Federal, state and local taxes and Passenger Facility Charges (PFC); and Federal Excise Taxes (FET).
- 8.6 Separately identify fuel cost assumption per flight in Exhibit 1. Fuel cost assumption should be in dollars/gallon. If a fuel surcharge is a variable in the costs associated with these charters (documentation required to substantiate fuel surcharge), identify fuel usage quantity per flight hour, flight hours per flight (to include deadheads) and calculation for determining fuel surcharge or credit. Identify if fuel cost assumption is based on current fuel costs, or a projection of future fuel costs, and provide date of that projection. The cost of fuel will be normalized for all bids to allow for consistent pricing comparison.

CONTRACTORS ARE NOT ALLOWED TO DIRECT BILL EXPENSES OR TO RECEIVE ADVANCE PAYMENTS FOR SERVICES NOT RENDERED.

## 9. PROPOSAL REVIEW AND EVALUATION

- 9.1 The objective of the University in soliciting and evaluating proposals is to ensure the selection of a firm that will produce the best possible results for the funds expended.
- 9.2 All proposals will be evaluated first to ensure that they meet the Mandatory Submission Requirements of the RFP as addressed in Section 2.4. All proposals not meeting the Mandatory Submission Requirements will be found non-responsive.
- 9.3 The Business and Scope of Work proposal will be evaluated first as either "pass" or "fail," based on the compliance with those requirements listed in the RFP with an (M). All proposals that meet the requirements will continue in the evaluation process outlined in Section 7.
- 9.4 Offeror may propose a corporate sponsor agreement ("Sponsorship Discount"). If this is offered please fill out exhibit 4 and list discount on exhibit 1.
- 9.5 Offeror will be notified of the result of the procurement process in writing. Written notification will be sent to the authorized signer on the University's signature page.

- 9.6 The proposals will be reviewed and evaluated by Individual Scoring – Each member of the Proposal Evaluation Committee must confidentially and independently evaluate the proposals submitted. The criteria described below must be used by each Committee member to evaluate and score the proposals for the purpose of ranking them in relative position based on how fully each proposal meets the requirements of this RFP. The Committee must then meet as a group. Individual scores may be re-evaluated and may or may not be changed by each member at that time. A final independent score must be recorded for each committee member.

The Committee may consult with subject matter experts to review and advise on any portion of the proposals.

- 9.8 The University reserves the right to seek and consider information from sources other than those provided by the offeror who may have pertinent information concerning the offeror's ability to perform these services. The University may use this information to determine whether the offeror is a responsible offeror.
- 9.9 For those proposals making it to the cost evaluation, the total points for the technical portion will be summed with the cost points and the proposals will be ranked by final total score.
- 9.10 The scores for the cost proposal section must be normalized as follows: The cost evaluation will be based on the total cost proposed for required services as itemized in Exhibit 1. The proposal with the lowest overall total cost proposed will receive all the cost points as assigned in the Evaluation Criteria below. Other proposals will be assigned a portion of the maximum score using the formula:  $\text{Lowest Cost} / \text{other proposal cost} \times \text{total possible cost points}$ .

#### EVALUATION CRITERIA

Mandatory Submission Requirements Met	Pass/Fail
Evaluated Requirements	550 points
Sponsorship Discount/Incentive	350 points
Reference and other information	150 points
Cost (Exhibit 1)	300 points
Total Points	1350points

**10. GENERAL TERMS AND CONDITIONS**

- 10.1 The RFP, all attachments and amendments, the successful offeror's proposal submitted in response to the RFP, any negotiated changes to the same, will become the contract.
- 10.2 The contract, in its incorporated composite form, represents the entire agreement between the Contractor and University and supersedes all prior negotiations, representations, understandings or agreements, either written or oral.
- 10.3 From the date of release of this solicitation until Intent to Award Letter is issued, all contact and requests for information shall be directed to the RFP lead, only. Regarding this solicitation, all contact with other personnel employed by or under contract with the University is restricted. During the same period, no prospective vendor shall approach personnel employed by, or under contract to the University, on any other related matters. An exception to this restriction will be made for vendors who, in the normal course of work under a current and valid contract with the University, may need to discuss legitimate business matters concerning their work with the contracting department. Violation of these conditions may be considered sufficient cause by the University to reject a vendor's bid or proposal, irrespective of any other consideration.

APPENDIX A

Scope of Work

*(The contractor's proposal will be included in the contract as Appendix A – Scope of Work)*

ATTACHMENT 1  
OFFEROR QUESTIONS

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY'S NAME IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. THIS FORM AND THIS FORM ONLY IS TO BE USED.
2. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
3. Questions must be received on time or will be rejected and not considered.
4. Enter the RFP section number that the question is for in the "RFP Section" field (column 2). If the question is a general question not related to a specific RFP section, enter "General" in column 2. If the question is in regards to a State Term and Condition or a Special Term and Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example "Attachment A") in the "RFP Section" (column 2), and the attachment page number in the "RFP page" field (column 3).
5. Do not enter text in column 5 (Answers). This is for the University's use only.
6. Once completed, this form is to be emailed per the instructions in the RFP. The email subject line is to state the RFP number followed by "Questions."

**Title of RFP, RFP# MC15-080**

Questions are due by 5:00 PM MT, per the date listed in 1. Administrative Information.

Question	RFP Section	RFP Page	Question	Response
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				

ATTACHMENT 2  
REFERENCES

**INSTRUCTIONS TO THE OFFEROR:**

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Offerors must provide five (5) written professional references from individuals, companies, or agencies with knowledge of the offeror's experience that is similar in nature to the products or services being requested by this RFP, and are in within the last three (3) years from the date this RFP was posted on the University website.

References not received prior to RFP closing date and time will receive a score of "0" for that reference. References outside the three (3) years, and references determined to be not of a similar nature to the products or services requested by this RFP will also receive no (zero) points. **Determination of similarity will be made by using the information provided by the reference in Section II General Information and any additional information provided by the reference.**

If more than three (3) references are received, the first three (3) fully completed references received will be used for evaluation purposes.

1. Offerors must complete the following information on page 2 of the "Reference's Response To" document before sending it to the Reference for response.
  - a. Print the name of your reference (company/organization) on the "REFERENCE NAME" line.
  - b. Print the name of your company/organization on the "OFFEROR NAME" line.
2. Send the "Reference's Response To" document to your references to complete.

**NOTE:** It is the offerors responsibility to follow up with their references to ensure timely receipt of all questionnaires. Offerors may e-mail the RFP Lead twenty-four (24) hours prior to the RFP closing date to verify receipt of references.



REFERENCE'S RESPONSE TO:  
RFP Number: MC15-080  
Air Charter Boise State University Football

REFERENCE NAME (Company/Organization): \_\_\_\_\_

OFFEROR (Vendor) NAME (Company/Organization): \_\_\_\_\_ has submitted a proposal to Boise State University to provide the following services: Air Charter Services We've chosen you as one of our references.

**INSTRUCTIONS**

1. Complete **Section I. RATING** using the Rating Scale provided.
2. Complete **Section II. GENERAL INFORMATION** (*This section is for information only and will not be scored.*)
3. Complete **Section III. ACKNOWLEDGEMENT** by manually signing and dating the document. (*Reference documents must include an actual signature.*)
4. E-mail or fax **THIS PAGE** and your completed reference document, **SECTIONS I through III** to:  
  
RFP Lead: Mike Carr  
E-mail: mikecarr@boisestate.edu  
Fax: 208-426-1152
5. This completed **document MUST be received by 5:00 p.m. (Mountain Time) on February 17, 2015.** Reference documents received after this time will not be considered. **References received without a signature will not be accepted.**
6. DO **NOT** return this document to the Offeror (Vendor).
7. In addition to this document, the University may contact references by phone for further clarification if necessary.

**Section I. RATING**

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Using the Rating Scale provided below, rate the following nine (9) items by circling the appropriate number for each item:

<b>Rating Scale</b>	
<b>Category</b>	<b>Score</b>
Poor or Inadequate Performance	0
Below Average	1 – 3
Average	4 – 6
Above Average	7 - 9
Excellent	10

Circle **ONE** number for each of the following nine items:

1. **Rate the overall quality of the vendor's services:**

10   9   8   7   6   5   4   3   2   1   0

2. **Rate the response time of this vendor:**

10   9   8   7   6   5   4   3   2   1   0

3. **Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. (This pertains to delays under the control of the vendor):**

10   9   8   7   6   5   4   3   2   1   0

4. **Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions:**

10   9   8   7   6   5   4   3   2   1   0

5. **Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties as contracted:**

10   9   8   7   6   5   4   3   2   1   0

6. **Rate the accuracy and timeliness of the vendor's billing and/or invoices:**

10   9   8   7   6   5   4   3   2   1   0

7. Rate the vendor's ability to quickly and thoroughly resolve a problem related to the services provided:

10 9 8 7 6 5 4 3 2 1 0

8. Rate the vendor's flexibility in meeting business requirements:

10 9 8 7 6 5 4 3 2 1 0

9. Rate the likelihood of your company/organization recommending this vendor to others in the future:

10 9 8 7 6 5 4 3 2 1 0

**Section II. GENERAL INFORMATION**

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1. Please include a brief description of the Air Charter services provided by this vendor for your business:

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2. During what time period did the vendor provide these services for your business?

Month: \_\_\_\_\_ Year: \_\_\_\_\_ to Month: \_\_\_\_\_ Year: \_\_\_\_\_

**Section III. ACKNOWLEDGEMENT**

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I affirm to the best of my knowledge that the information I have provided is true, correct, and factual:

\_\_\_\_\_  
Signature of Reference

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

ATTACHMENT 3  
DEFINITIONS

*Solicitation*    *This document and any subsequent addendum*  
*Offeror*        *Any company responding to this Request for Proposal*  
*RFP*             *Request for Proposal*  
*University*     *Boise State University*

EXHIBIT 1 - BIDDING SCHEDULE  
THIS PROPOSAL SCHEDULE MUST BE RETURNED WITH SIGNED PROPOSAL PACKAGE.

1. Brigham Young University **Aircraft Seating 143 Passengers**  
September 12

Approximate Flight Time: 1:05 Airport Provo Municipal Airport

Roundtrip price: \$ 65,700.00 Type of Aircraft: 737-800 Leg room: 31"

Carrier: Sun Country Airlines Fuel gallons burned per flight hour: 785

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: 3.50 Return Flight: 3.50

Total flight hours (including deadheads): Outgoing flight: 1:05 Return Flight: 1:15  
(2:35) (2:40)

Approximate Flight Time: 1:05 **Aircraft seating 160 passengers**

Roundtrip price: \$ 65,700 Type of Aircraft: 737-800 Leg room: 31

Carrier: SunCountry Fuel gallons burned per flight hour: 785

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: 3.50 Return Flight: 3.50

Total flight hours (including deadheads): Outgoing flight: 2:35 Return Flight: 2:40

2. Colorado State **Aircraft Seating 143 Passengers**

Approximate Flight Time: 1:40 Airport Fort Collins - Loveland Municipal Airport

Roundtrip price: \$ 71,550.00 Type of Aircraft: 737-80 Leg room: 31"

Carrier: Sun Country Airlines Fuel gallons burned per flight hour: 785

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: 3.50 Return Flight: 3.50

Approximate Flight Time: 1:40 Aircraft seating **160 passengers**

Roundtrip price: \$ 71,550.00 Type of Aircraft: 737 800 Leg room: 31"

Carrier: Sun Country Airlines Fuel gallons burned per flight hour: 785

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: 3.50 Return Flight: 3.50

Total flight hours (including deadheads): Outgoing flight: 3:10 Return Flight: 3:05

Total flight hours (including deadheads): Outgoing flight: 3:10 Return Flight: 3:05

**3. San Jose State**

**Aircraft seating 143 Passengers**

Approximate Flight Time: 1:25 Airport Norman Y Mineta San Jose Intl Airport

Roundtrip price: \$ 71,350.00 Type of Aircraft: 737-800 Leg room: 31"

Carrier: Sun Country Airlines Fuel gallons burned per flight hour: 785

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: 3.50 Return Flight: 3.50

Total flight hours (including deadheads): Outgoing flight: 2:55 Return Flight: 2:50

Approximate Flight Time: 1:40 Aircraft seating **160 passengers**

Roundtrip price: \$ 71,350.00 Type of Aircraft: 737 800 Leg room: 31"

Carrier: Sun Country Airlines Fuel gallons burned per flight hour: 785

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: 3.50 Return Flight: 3.50

Total flight hours (including deadheads): Outgoing flight: 2:55 Return Flight: 2:50

Total flight hours (including deadheads): Outgoing flight: 2:55 Return Flight: 2:50

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4. University of Nevada Las Vegas **Aircraft Seating 143 Passengers**

Approximate Flight Time: 1:25 Airport Mc Carran Int'l Airport

Roundtrip price: \$ 72,550.00 Type of Aircraft: 737-800 Leg room: 31"

Carrier: Sun Country Airlines Fuel gallons burned per flight hour: 785

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: 3.50 Return Flight: 3.50

Total flight hours (including deadheads): Outgoing flight: 2:55 Return Flight: 2:55

Approximate Flight Time: 1:25 **Aircraft seating 160 passengers**

Roundtrip price: \$ 72,550.00 Type of Aircraft: 737-800 Leg room: 31"

Carrier: Sun Country Airlines Fuel gallons burned per flight hour: 785

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: 3.50 Return Flight: 3.50

Total flight hours (including deadheads): Outgoing flight: 2:55 Return Flight: 2:50

Total flight hours (including deadheads): Outgoing flight: 2:55 Return Flight: 2:50

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5. Utah State **Aircraft Seating 143 Passengers**

Approximate Flight Time: 1:00 Airport Logan-Cache Airport

Roundtrip price: \$ 65,750.00 Type of Aircraft: 737-800 Leg room: 31"

Carrier: SunCountry Airlines Fuel gallons burned per flight hour: 785

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: 3.50 Return Flight: 3.50

Total flight hours (including deadheads): Outgoing flight: 2:30 Return Flight: 2:35

Approximate Flight Time: 1:00 Aircraft seating **160 passengers**

Roundtrip price: \$ 65,750.00 Type of Aircraft: 737-800 Leg room: 31"

Carrier: SunCountry Airlines Fuel gallons burned per flight hour: 785

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: 3.50 Return Flight: 3.50

Total flight hours (including deadheads): Outgoing flight: 2:30 Return Flight: 2:35

Total flight hours (including deadheads): Outgoing flight: 2:30 Return Flight: 2:35

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6. VIRGINIA

Aircraft Seating **180 Plus passengers** ← n/a → 160 seats

Approximate Flight Time: 4:25 Airport: Charlottesville-Albemarle Airport

Roundtrip price: \$ 131,000.00 Type of Aircraft: 737-800 Leg room: 31"

Carrier: SunCountry Airlines Fuel gallons burned per flight hour: 785

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: 3.50 Return Flight: 3.50

Total flight hours (including deadheads): Outgoing flight: 6:05 Return Flight: 6:00

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Sponsorship Offer

Item	Location	Discount Amount
01	Brigham Young University	\$ _____
02	Colorado State	\$ _____
03	San Jose State	\$ _____
04	University of Nevada Las Vegas	\$ _____
05	Utah State	\$ _____
06	Virginia	\$ _____
07	Optional Sponsorship Offer (Discount or Flight Credit)	\$ _____
	Total Cost of all listed Flights.	\$ _____
	Total Cost of all Flights (Less the discount or contribution for exclusive Sponsorship rights.)	\$ <u>477,900.00</u>

7. Bowl Game

Bowl game location and date will not be known until late in the season. Bowl games will fall between December 15, 2015 and January 7, 2016. It is anticipated that we will have a minimum of two weeks' notice prior to the game. Specify aircraft and seating capacity. For minimum capacities see section 5.3.1

Type of Aircraft: 737-800 Seating Capacity: 160 Leg room: 31"  
 Carrier: SunCountry Airlines Fuel gallons burned per flight hour: 785

EXHIBIT 2 – EQUIPMENT LIST

Equipment	Quantity	Unit Weight	Total Weight
Carry on / personal items	70	5	350
Player Equipment Bags (Outbound Only)	70	10	700
Player Travel Bags	70	15	1050
Trainer Bags	3	150	450
Laundry (Return Only)	1	150	150
Player Helmets (Outbound Only)	70	5	350
Carry on Personal Items	84	8	672
Total	368		3722

EXHIBIT 3  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS –  
PRIMARY COVERED TRANSACTIONS.

1. The prospective Contractor certifies that, to the best of its knowledge and belief, it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - B. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud performing a public (Federal, State, or Local) transaction or contract under a public transaction: violation, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1).(B.) of this certification; and
  - D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, state, or Local) terminated for cause or default.
2. Where the prospective Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach an explanation to this proposal.

Proposal Identification \_\_\_\_\_

Signature: Rochelle Garcia Date: 3/1/15

Name & Title: Rochelle Garcia, Manager of Charter Sales

Company name: Sun Country Airlines

**EXHIBIT 4– Sponsorship Proposal for Official Airlines of the Broncos**

**2011 Boise State University Football Air Charter RFP# MC15-080**

The Contractor may provide a written copy of the proposed "Corporate Sponsorship Agreement." & discount or contribution associated with the said agreement. **All proposals will be considered and graded according to what is deemed in the best interest of the University.**

The sponsorship agreement may include but is not limited to the designation right of "**Official Airlines of the Boise State Broncos**". Stadium advertising, video promotions, Publications/websites, tickets, media/television, media radio, promotional benefits, annual cash payment sponsorship fees, travel banks, credit accounts, signage, hospitality, in-market promotions, trade accounts, discounts to higher educational institutions, signage installation etc.

EXHIBIT 5  
SOLICITATION INSTRUCTIONS TO VENDORS

**1. AUTHORITY TO PURCHASE:** The University is authorized pursuant to Idaho Code Section 67-5728 to execute and administer Contracts for the procurement of goods and services for the University in accordance with the University's established policies and procedures. Pursuant to Idaho Code Section 67-5725, all agreements made in violation of the applicable purchasing statutes or rules, including the University's purchasing policies, shall be void and any sum of money advanced by the University shall be repaid.

**2. E-PURCHASING:** The University may utilize the Idaho e-Procurement System (IPRO), an electronic procurement system. Depending upon which profiling options vendors select in IPRO, vendors may be sent email notifications of acquisition opportunities on those Solicitations electronically posted.

**3. ELECTRONIC SIGNATURES:** IPRO processes all information electronically on the Internet. Signatures by both the submitting Vendor and the University when using IPRO may be electronic and electronic signatures used with IPRO are as fully binding and legal for the University's purchasing process as a manually-affixed signature. Any reference in these *Solicitation Instructions to Vendors* to "signed," "signature," "manually signed in ink," or equivalents will include electronic signature, if the submitting Vendor is using IPRO.

**4. DEFINITIONS:** Unless the context requires otherwise, all terms not defined below shall have the meanings defined in Idaho Code Section 67-5716.

A. Agency - All offices, departments, divisions, bureaus, boards, commissions and institutions of the state, including the public utilities commission, but excluding other legislative and judicial branches of government, and excluding the governor, the lieutenant-governor, the secretary of state, the state controller, the state treasurer, the attorney general, and the superintendent of public instruction.

B. Bid – A written offer that is binding on the Bidder to perform a Contract to purchase or supply Property in response to an Invitation to Bid.

C. Bidder – A Vendor who has submitted a Bid.

D. Contract - Contract means any University-written agreement, including a Solicitation or specification documents and the accepted portions of the Solicitation, for the acquisition of Property. Generally, the term is used to describe term contracts, definite or indefinite quantity or delivery contracts or other acquisition agreements whose subject matter involves multiple payments and deliveries.

E. Contractor - A Vendor who has been awarded a Contract.

F. Invitation to Bid – All documents, whether attached or incorporated by reference, utilized for soliciting formal sealed Bids.

G. Offeror – A Vendor who has submitted a proposal in response to a Request for Proposals for Property to be acquired by the University.

H. Property. Goods, services, parts, supplies and equipment, both tangible and intangible, including, but nonexclusively, designs, plans, programs, systems, techniques and any rights and interests in such Property. Includes concession services and rights to access or use state property or facilities for business purposes.

I. Proposal – A written response, including pricing information, to a Request for Proposals that describes the solution or means of providing the Property requested and which Proposal is considered an offer to perform in full response to the Request for Proposals. Price may be an evaluation criterion for Proposals, but will not necessarily be the predominant basis for Contract award.

J. Quotation – An offer to supply Property in response to a Request for Quotation and generally used for small or emergency purchases.

K. Request for Quotation – The document, form or method generally used for purchases solicited in accordance with small purchase or emergency purchase procedures.

L. Request for Proposals (RFP) – Includes all documents, whether attached or incorporated by reference, utilized for soliciting competitive Proposals and is generally utilized in the acquisition of services or complex purchases.

M. Solicitation – An Invitation To Bid, a Request For Proposals or other document issued by the purchasing activity for the purpose of soliciting Bids, Proposals or Quotations to perform a Contract.

N. State – The State of Idaho including each Agency unless the context implies other state(s) of the United States.

O. University – Boise State University.

P. Vendor – A person or entity capable of supplying Property to the University.

**5. AWARD METHOD:** Contracts may only be awarded to the "Lowest Responsible Bidder." The Lowest Responsible Bidder is defined by Idaho Code Section 67-5716(12) as "The responsible bidder whose bid reflects the lowest acquisition price to be paid by the state; except that when specifications are valued or comparative performance examinations are conducted, the results of such examinations and the relative score of valued specifications will be weighed, as set out in the specifications, in determining the lowest acquisition price." When deemed to be in the best interest of the University, and set forth in the Solicitation documents, additional consideration may be given to the elements of discounts, supply location, quality of products or previous service, delivery time, or other elements.

**6. ADMINISTRATIVE FEE:** In accordance with Paragraph 5 of the State of Idaho Standard Terms and Conditions, Contracts issued through IPRO may be subject to an Administrative Fee of one point two five percent (1.25%) of the awarded value of the Contract, unless otherwise exempt (See Paragraph 5, State of Idaho Standard Terms and Conditions). **(Administrative fee does not apply to this Request for Proposal)**

**7. DETERMINATION OF RESPONSIBILITY:** The University reserves the right to make reasonable inquiry about or from the submitting Vendor or from third parties to determine the responsibility of a submitting Vendor. Such inquiry may include, but not be limited to, inquiry regarding financial statements, credit ratings, references, potential subcontractors, and past performance. The unreasonable failure of a submitting Vendor to promptly supply any requested information may result in a finding of non-responsibility.

**8. SOLICITATION AMENDMENTS:** It will be the Vendors' responsibility to check for any amendments to the solicitation document(s) prior to submitting a Bid, Proposal, or Quotation on the University website found at <http://vpfa.boisestate.edu/purchasing/purchasing-bid-opportunities>. Information given to one Vendor will be available to all other Vendors if such information is necessary for purposes of submitting a Bid, Proposal or Quotation, or if failure to give such information would be prejudicial to uninformed Vendors.

**9. NOTICE OF EFFECTIVENESS:** No Contract is effective until the authorized University purchasing official has signed the Contract (which signature may be electronic), and the effective or award date has passed. The Vendor shall not provide any goods or render services until the Contract has been signed by the University purchasing official and the Contract has become effective. Furthermore, the University is in no way responsible for reimbursing the Vendor for goods provided or services rendered prior to the signature by the authorized University purchasing official and the arrival of the effective date of the Contract.

**10. ECONOMY OF PREPARATION:** If submitting a response to a solicitation, responses should be prepared simply and economically, providing a clear, complete and concise description of the Offeror's capabilities to satisfy the University's requirements.

**11. SPECIFICATIONS:** Specifications describe the Property the University wants to acquire. Vendors are encouraged to review the specifications closely and present written questions within the time prescribed in the Solicitation to the designated purchasing official. See also Paragraph 14 on Administrative Appeals. The University is prohibited from accepting Property that does not meet the minimum specifications pursuant to Idaho Code Section 67-5726(4) and Section 67-5736.

**12. LAWS:** The laws governing the University's purchases of goods and services are found in Idaho Code Section 67-5714 through Section 67-5744, available on the Internet at [http://purchasing.idaho.gov/rules\\_and\\_policies.html](http://purchasing.idaho.gov/rules_and_policies.html). It is the Vendor's responsibility to conform to ALL applicable federal, state and local statutes or other applicable legal requirements. The information provided herein is intended to assist Vendors in meeting applicable requirements but is not exhaustive and the University will not be responsible for any failure by any Vendor to meet applicable requirements.

**13. PREFERENCE FOR IDAHO SUPPLIERS FOR PURCHASES:** Idaho preferences are governed by Idaho Code Section 67-2349 (Reciprocal Preference) and Idaho Code Section 60-101 – 103 (Printing).

**14. ADMINISTRATIVE APPEALS:** The procedure applicable to administrative appeals is set forth at <http://vpfa.boisestate.edu/process/procurement/purchasingappealsprocess.pdf>.

**15. SUBMISSION FORMS:**

A. Manual Submissions – For manually sealed and submitted Bids or Proposals, a submitting Vendor must use the University's supplied signature page (or other binding document as specified) when submitting its Bid or Proposal. The signature page must be manually signed in ink by an authorized agent of the submitting Vendor and returned with the submission package. Manually-submitted Bids or Proposals submitted without the signature page shall be found non-responsive and will not be considered. An incomplete, unsigned, or modified signature page will be cause for a finding of non-responsiveness. The signature page must contain an **ORIGINAL HANDWRITTEN** signature executed in **INK** and be returned as part of the submitting Vendor's Bid or Proposal. **PHOTOCOPIED SIGNATURES** or **FACSIMILE SIGNATURES** are **NOT ACCEPTABLE**. Submissions must be completed either in ink or typewritten. Forms or figures written in pencil are not acceptable. Mistakes should not be erased but may be crossed out and corrections inserted next to the errors and initialed **IN INK** by the person signing.

B. Submission Forms – Manual Quotations – For manually submitted Quotations, the submitting Vendor may use any response and submission form authorized by the Request For Quotation, including oral, telephonic, facsimile, email, or regular mail.

C. Submission Forms – Electronic – For Vendors using IPRO, proper completion of the electronic forms is required.

D. Submission Forms – Manual or Electronic – Regardless of Submission Form, Vendor warrants by submitting a Bid, Proposal or Quotation that it accepts the State of Idaho Standard Contract Terms and Conditions and the Solicitation Instructions to Vendors, and any Special Terms and Conditions identified in the Solicitation. Additionally, one or more of the following may be applicable:

1. If the Vendor is a corporation, partnership, sole proprietorship or other legal entity, and employs individual persons, by submitting its Bid, Proposal or Quotation, vendor warrants that any Contract resulting from this Solicitation is subject to Executive Order 2009-10 [[http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009\\_10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html)]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of its Contract; or

2. If Vendor is a natural person eighteen (18) years of age or older,

a. by submitting its Bid, Proposal or Quotation, warrants that its Bid, Proposal or Quotation is subject to Idaho Code section 67-7903 and, pursuant thereto, by submitting its Bid, Proposal or Quotation, attests, under penalty of perjury, that it is a United States citizen or legal permanent resident or that it is otherwise lawfully present in the United States pursuant to federal law; and

b. prior to being issued a Contract, Vendor will be required to submit proof of lawful presence in the United States in accordance with Idaho Code Section 67-7903.

#### 16. BID AND REQUEST FOR PROPOSAL SUBMISSIONS:

A. Manual Submissions – Unless otherwise stated elsewhere in the Solicitation, the submission package or envelope must be **SEALED** and plainly marked in the **LOWER** left corner with the following: (i) the name of the item or service being sought; (ii) opening date and time; and (iii) the Solicitation number. This information is found in the Solicitation document. The submitting Vendor's return address must appear on the envelope or package. Any Bid sheets and the signature page containing an original authorized signature must be submitted in a sealed envelope or package. **(Do not respond to more than one Solicitation in the same envelope!)** A submission made using "Express/Overnight" services must be shipped in a separate sealed inner envelope/package identified as stated above, and enclosed inside the "Express/Overnight" shipping container or package. No responsibility will attach to the University, or to any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a submission not properly addressed and identified. **DO NOT FAX YOUR BID OR PROPOSAL.** No oral, telephone, facsimile or late submissions will be considered. All submissions must be received at the physical address designated for courier service and time/date stamped by the purchasing activity prior to the closing date and time. It is the submitting Vendor's responsibility to timely submit its Bid or Proposal in a properly marked envelope, prior to the scheduled closing, for receipt in sufficient time to allow the submission to be time and date stamped **prior to the closing time.**

B. Bid Submissions – Electronic – For Bids, Proposals or Quotations submitted by means other than manual methods, submitting Vendors using IPRO must complete all steps in the submission process prior to the scheduled closing date and time.

C. Late Submissions – It is the submitting Vendor's responsibility to ensure that its Bid, Quotation, or Proposal is delivered or electronically submitted to the place designated for receipt prior to the specified closing time. Late submissions will not be considered under any circumstances. The official time used in the receipt of manual submissions is the prevailing local time as evidenced by the automatic time/date stamp located at the physical address designated for receipt of Bids, Quotations or Proposals. Electronic submissions will use IPRO's time to determine receipt time. No responsibility will be assumed for delays in the delivery of mail by the U.S. Post Office, private couriers, the intra-State mail system, or for the failure of any computer or electronic equipment. Submitting Vendors should be advised the intra-State mail system may increase delivery time from Central Postal to the place designated for receipt and should plan accordingly. **LATE SUBMISSIONS WILL BE DECLARED REJECTED AS NON-RESPONSIVE AND RETURNED TO THE SUBMITTING VENDOR. NO DEVIATIONS WILL BE ALLOWED.**

#### 17. TABULATION INFORMATION:

Manual/Electronic Opening – Electronic and manually-distributed Solicitations will contain detailed information regarding closing/opening dates and times. Vendors may attend openings of manually-submitted Solicitations at the place, date, and time specified in the Solicitation. At that time, for Bids, the names of Bidders and Bid amounts will be announced. For Proposals, only the names of the Offerors will be announced. No other information will be disclosed at that time. Persons may request tabulation information when it becomes available. Depending upon the complexity of the Solicitation, tabulations may take as long as thirty (30) calendar days. No tabulation information will be given over the phone.

**18. TERMS AND CONDITIONS OF ENSUING CONTRACT:** Any ensuing Contract will be governed by the *State of Idaho Standard Contract Terms and Conditions*, any applicable Special Terms and Conditions and, if applicable, any negotiated provisions, all as specified in the Solicitation. Unless otherwise identified in the Solicitation, no additional or supplemental terms and conditions submitted by the submitting Vendor as part of its response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and shall be inapplicable to this Solicitation and any ensuing Contract. If additional or supplemental terms

and conditions, either intentionally or inadvertently appear separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that *the State of Idaho Standard Contract Terms and Conditions* and any Special Terms and Conditions in the Solicitation are the only conditions applicable to the Solicitation and any ensuing Contract and the submitting Vendor's authorized signature affixed to the signature page form attests to this. If you condition your Bid or Proposal on such additional terms and conditions, your Quote, Bid or Proposal may be deemed non-responsive. **IF YOU HAVE QUESTIONS OR CONCERNS REGARDING THE UNIVERSITY'S TERMS AND CONDITIONS, ADDRESS THEM IN WRITING TO THE DESIGNATED PURCHASING OFFICIAL WITHIN THE TIME PERIOD PRESCRIBED PRIOR TO THE SOLICITATION CLOSING DATE.**

**19. PRE-OPENING SOLICITATION WITHDRAWALS OR MODIFICATION:**

A. Manual – Manual submissions may be withdrawn or modified only as follows: Bids or Proposals may be withdrawn or modified prior to the closing by written communication signed in ink by the submitting Vendor. Bids or Proposals may be withdrawn prior to closing in person upon presentation of satisfactory evidence establishing the individual's authority to act on behalf of the submitting Vendor. Any withdrawing or modifying communication must clearly identify the Solicitation. A modifying letter should be worded so as **NOT** to reveal the amount.

B. Pre-Opening Solicitation Withdrawals – Electronic – A submitting Vendor using IPRO may withdraw a previously submitted Solicitation response at any time prior to the closing by submitting another response with a zero unit price for each affected line item of the Solicitation and inserting the words "WITHDRAWAL OF PREVIOUSLY SUBMITTED BID" in the comments field for each affected line item.

C. Pre-Opening Solicitation Modification – Electronic – A submitting Vendor using IPRO may modify or change a previously submitted Solicitation response at any time prior to the closing by submitting another Solicitation response. Each additional response or submission has the effect of canceling the previous response and replacing it with the submitting Vendor's most current Solicitation response.

**20. REJECTION OF BIDS AND PROPOSALS AND CANCELLATION OF SOLICITATION:**

A. Prior to the issuance of a Contract, the University shall have the right to accept or reject all or any part of a Bid, Proposal or Quotation or any and all Bids, Proposals and Quotations when: (i) it is in the best interests of the University; (ii) the Bid, Proposal or Quotation does not meet the minimum specifications; (iii) the Bid, Proposal or Quotation is not the lowest responsible Bid, Proposal or Quotation; (iv) a finding is made based upon available evidence that a submitting Vendor is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill Contract requirements; or (v) the item offered deviates to a major degree from the specifications, as determined by the University (minor deviations, as determined by the University, may be accepted as substantially meeting the Solicitation requirements). Deviations will be considered major when such deviations appear to frustrate the competitive Solicitation process or provide a submitting Vendor an unfair advantage.

B. Prior to the issuance of a Contract, the University shall have the right to reject all Bids, Proposals, or Quotations or to cancel a Solicitation. Cancellation may be for reasons that include, but are not limited to: (i) inadequate or ambiguous specifications; (ii) specifications have been revised; (iii) Property is no longer required; (iv) there is a change in requirements; (v) all submissions are deemed unreasonable or sufficient funds are not available; (vi) Bids, Proposals or Quotations were not independently arrived at or were submitted in bad faith; (vii) it is determined that all requirements of the Solicitation process were not met; (viii) insufficient competition; or (ix) it is in the best interests of the University.

**21. BURDEN OF PROOF:** It shall be the responsibility and burden of the submitting Vendor to furnish, with its original submission, unless otherwise provided in the Solicitation, sufficient data for the University to determine whether or not the property offered conforms to the specifications.

**22. ALTERNATE BIDS:** Multiple bids submitted by a single submitting Vendor, or a submitting Vendor's alternate bids, **WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS.**

**23. DISCOUNTS:** Discounts, when applicable, shall be shown in a single net percentage figure (e.g. 57-1/4% instead of 50, 10, and 5 percent). **DISCOUNTS FOR PROMPT PAYMENT WILL BE ACCEPTED BUT CANNOT BE USED IN DETERMINING THE LOWEST BID.**

**24. UNIT PRICES GOVERN:** Unit prices shall govern. **IMPORTANT:** Prices must be given in the "unit of measure" required in the Solicitation. Example: If the Solicitation requires an item by the "piece," submit pricing by the "piece." If the Solicitation requires an item by the "foot," submit pricing by the "foot."

**25. FIRM PRICES:** The submitting Vendor agrees that its Bid, Quotation or Proposal shall be good and may not be withdrawn for a period of sixty (60) days after the scheduled closing date, unless otherwise identified in the Solicitation. No Bid, Quotation or Proposal will be accepted if marked "price prevailing at time of delivery," "estimated prices," "actual costs to be billed," or similar phrases. After the date and time of closing, no price change will be allowed, unless otherwise stated in the Solicitation. All Bids, Quotations and Proposals must be in U.S. Dollars.

**26. ORAL INFORMATION:** Questions concerning a Solicitation must be directed in writing to the designated purchasing official in the



period of time prescribed in the Solicitation. Bids, Proposals, or Quotations deviating from the specifications by any means other than that which is allowed by an amendment to the Solicitation written and issued by the University will be subject to rejection. The University will not be responsible for any verbal or oral information given to Vendors by anyone other than an authorized purchasing official who has providing information in writing. Reliance on any oral representation is at the Vendor's sole risk.

**27. GOVERNMENTAL USE ONLY:** Unless otherwise noted in the Solicitation, all purchases made pursuant to the Solicitation are for the internal use of government only and will not be resold to the general public at retail. Upon request, the University will issue a certification that all purchases made pursuant to the Solicitation are intended for the internal use of government and will not be resold to the general public at retail.

**28. PUBLIC RECORDS:**

A. The Idaho Public Records Law, Idaho Code Sections 9-337 through 9-348, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State Agency or a local agency (political subdivision of the State of Idaho) regardless of the physical form or character. All, or most, of the information contained in your response to the University's Solicitation will be a public record subject to disclosure under the Public Records Law. The Public Records Law contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. If you consider any material that you provide in your Bid, Proposal or Quotation to be a trade secret, or otherwise protected from disclosure, you **MUST** so indicate by marking as "exempt" **EACH PAGE** containing such information. Marking your entire Bid, Proposal or Quotation as exempt is not acceptable or in accordance with the Solicitation or the Public Records Law and **WILL NOT BE HONORED**. In addition, a legend or statement on one (1) page that all or substantially all of the response is exempt from disclosure is not acceptable or in accordance with the Public Records Law and **WILL NOT BE HONORED**. Prices that you provide in your Bid, Proposal or Quotation are not a trade secret. The University, to the extent allowed by law and in accordance with these Solicitation Instructions, will honor a designation of nondisclosure. Any questions regarding the applicability of the Public Records Law should be addressed to your own legal counsel **PRIOR TO SUBMISSION** of your Bid, Proposal or Quotation.

B. If your Bid, Proposal or Quotation contains information that you consider to be exempt, you must also submit an electronic redacted copy of the Bid, Proposal or Quotation with all exempt information removed or blacked out. The University will provide this redacted Bid, Proposal or Quotation to requestors under Idaho Code Sections 355 et seq. Submitting Vendors must also:

1. Identify with particularity the precise text, illustration, or other information contained within each page marked "exempt" (it is not sufficient to simply mark the entire page). The specific information you deem "exempt" within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise be clearly distinguished from other text or other information and be specifically identified as "exempt."

2. Provide a separate document with your Bid, Proposal or Quotation entitled "List of Redacted Exempt Information," which provides a succinct list of all exempt material noted in your Bid, Proposal or Quotation. The list must be in the order in which the material appears in your Bid, Proposal or Quotation, identified by Page#, Section#/Paragraph#, Title of Section/Paragraph, specific portions of text or other information; or in a manner otherwise sufficient to allow the University to determine the precise material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure.

C. Vendor shall indemnify and defend the University and State of Idaho against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring a designation of exempt or for the Vendor's failure to designate individual documents as exempt. The Vendor's failure to designate as exempt any document or portion of a document that is released by the University shall constitute a complete waiver of any and all claims for damages caused by any such release. If the University receives a request for materials claimed exempt by the Vendor, the Vendor shall provide the legal defense for such claim.

**29. LENGTH OF CONTRACT:** Pursuant to Idaho Code Section 67-5717(9), the University may enter into Contracts, including leases and rentals, for periods of time exceeding one (1) year provided that such Contracts contain no penalty to or restriction upon the University in the event cancellation is necessitated by a lack of financing for any such Contract or Contracts.

**30. LEASE-PURCHASE OPTIONS:** Idaho Code Section 67-5721 reads, in part, as follows: "Any exercise of an option to acquire (goods, services, parts, supplies and equipment), or any other procedure which shall serve to pass title to the state where no passage of title existed before, shall be deemed to be a new acquisition and prior to execution all applicable provisions and procedures of this chapter [67-5714 through 67-5744] shall be exercised." (**NOTE:** This provision is **NOT** applicable to time purchase or installment-purchase Contracts).

SIGNATURE PAGE

THIS SHEET MUST BE FILLED OUT, SIGNED AND RETURNED WITH RESPONSE.

THE UNDERSIGNED HEREBY OFFERS TO SELL TO BOISE STATE UNIVERSITY THE SPECIFIED PROPERTY AND/OR SERVICES, IF THIS BID IS ACCEPTED WITHIN A REASONABLE TIME FROM DATE OF CLOSING, AT THE PRICE SHOWN IN OUR BID AND UNDER ALL THE TERMS AND CONDITIONS CONTAINED IN, OR INCORPORATED BY REFERENCE, INTO THE BOISE STATE UNIVERSITY'S SOLICITATION.

SUBMISSION OF A BID TO BOISE STATE UNIVERSITY CONSTITUTES AND SHALL BE DEEMED AN OFFER TO SELL TO BOISE STATE UNIVERSITY THE SPECIFIED PROPERTY AND/OR SERVICES AT THE PRICE SHOWN IN THE BID AND UNDER THE STATE OF IDAHO'S TERMS AND CONDITIONS.

AS THE UNDERSIGNED, I ALSO CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE VENDOR AND THE BID IS MADE WITHOUT CONNECTION TO ANY PERSON, FIRM, OR CORPORATION MAKING A BID FOR THE SAME GOODS AND/OR SERVICES AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD.

NO LIABILITY WILL BE ASSUMED BY BOISE STATE UNIVERSITY FOR A VENDOR'S FAILURE TO OBTAIN THE TERMS AND CONDITIONS IN A TIMELY MANNER FOR USE IN THE VENDOR'S RESPONSE TO THIS SOLICITATION OR ANY OTHER FAILURE BY THE VENDOR TO CONSIDER THE TERMS AND CONDITIONS IN THE VENDOR'S RESPONSE TO THE SOLICITATION.

**Return with completed bid:**

Please complete the following information:

VENDOR (Company Name) MN Airlines, D/B/A Sun Country Airlines  
ADDRESS 1300 Mendota Heights Rd  
CITY Mendota Heights STATE MN ZIP CODE 55120  
TOLL-FREE # 6 PHONE # 651-681-3922  
FAX # 651-681-3901 EMAIL Shelly.garcia@suncountry.com  
FEDERAL TAX ID / SSN # 35-2159124

**SIGNATURE PAGE MUST BE SIGNED & RETURNED FOR RESPONSE TO BE CONSIDERED.**

Rochelle Garcia  
Signature  
Rochelle Garcia  
Please type or print name

3/9/15  
Date  
Manager of Charter Sales  
Title

**Charter Agreement**

**Between**

MN Airlines, LLC d/b/a Sun Country Airlines (SCA)  
1300 Mendota Heights Road, Mendota Heights, MN 55120  
Phone 651-681-3900 Facsimile 651-681-3901

**And**

(Guarantor)

This is a Charter Agreement (Agreement) between SCA and Guarantor for the flights specified in Addendum A.

The term of this Agreement shall be in effect for travel as noted in this Agreement unless extended by the parties in writing or terminated earlier, as specified herein. The parties hereby agree to as follows:

- I. General Terms** It is understood that this Agreement provides for the sale of domestic and/or international air transportation on SCA by and through Guarantor. Guarantor agrees to pay SCA for such services in accordance with the listed charter price as provided in this Agreement. In exchange for the charter price provided in this Agreement, Guarantor agrees to comply with all terms and conditions of sale as stated herein.
- A. Trademarks and Trade Names:** Nothing in this Agreement shall be construed as a license to use the respective trade name or trademark of either party for any purpose other than cooperative marketing efforts which must first be approved by the consent of the licensing party. Upon termination of the Agreement, the parties shall discontinue all use of such trade names, trademarks and logos.
  - B. Indemnity by Guarantor:** Guarantor shall hold SCA harmless against any claims, actions, liabilities or costs (including reasonable attorney's fees) to any persons for damages, including but not limited to bodily or personal injury, including death, and property damage, arising out of services, materials or facilities provided by Guarantor. Guarantor shall cause SCA to be named as an additional insured under its liability policies to the extent of the contractual liability assumed by Guarantor.
  - C. Indemnity by SCA:** SCA shall hold Guarantor harmless against any claims, actions, liabilities or costs (including reasonable attorney's fees) to any persons for damages, including but not limited to bodily or personal injury, including death, and property damages, arising out of services, materials or facilities provided by SCA. SCA shall cause Guarantor to be named as an additional insured under its liability policies to the extent of the contractual liability assumed by SCA.
  - D. Governmental Laws, Regulations and Approvals:** SCA's obligation to Guarantor is contingent upon and subject to the timely application and subsequent issuance of such approvals, clearances, permits or operating authority as may be required to be issued or granted by the United States Government or any applicable Foreign Government, including, without limitation, such landing, transit, over flight, and uplift rights as may be necessary. Guarantor acknowledges that it has not relied on any representations by SCA made prior to the execution of this Agreement concerning the availability of the approvals, clearances, permits or operating authority.
  - E. Attorney's Fees:** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or a misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recovery of reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.
  - F. Assignment:** SCA and Guarantor may not assign any right or delegate any duty hereunder without the express written consent of the other.
  - G. Confidentiality:**
    - 1. The parties shall not disclose the contents of this Agreement, any future promotions, sales reports, agency mailing lists or any other confidential information belonging to either party, without authorized written permission of the other party.
    - 2. Unless otherwise directed in writing, Guarantor agrees that in the event of an aviation disaster, all manifest information will be held in strictest confidence in accordance with the Aviation Disaster Family Assistance Act of 1996.

# CONSENT AGENDA

JUNE 18, 2015

ATTACHMENT 2

- H. **Termination:** This Agreement may be canceled by either party for material breach of this Agreement on thirty (30) days written notice to the other, but during such time, the breaching party shall have the right to cure any such breach and upon such cure, the Agreement will remain in full force.
- I. **Governing Laws, Regulations and Approvals:**
1. This Agreement and any disputes arising hereunder shall be governed by the laws of the State of Minnesota.
  2. Guarantor, on behalf of itself, shall act with regard to each scheduled flight in a manner wholly consistent with DOT regulations as spelled out in the Contract of Carriage.
  3. Rules directed from the Contract of Carriage apply to all passengers and all bookings.
  4. SCA will have final authority in operational matters and exclusive control over the aircraft and its crew.
  5. Aircraft space: Guarantor has exclusive use of all seats and cargo space to max payload. SCA, with written consent of Guarantor, has exclusive control to utilize all available passenger and baggage space not utilized by Guarantor. SCA will handle and secure all monies and transactions as stated in the Contract of Carriage.
  6. Guarantor agrees to comply with the Applicable Laws of the United States Government and applicable Foreign Governments. Guarantor agrees to comply with such directions as SCA may issue so as to achieve observance by Guarantor of the provisions of this Article.
- J. **Waiver:** Any failure or delay by either party to enforce at any time any of the provisions of this Agreement, or to require at any time performance of any provisions hereof, shall in no way be construed to be a waiver of such provision of this Agreement.
- K. **Captions:** The captions appearing in this Agreement have been inserted as a matter of convenience and in no way define, limit or enlarge the scope of this Agreement or any of the provisions
- L. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties, and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.
- M. **Amendment:** No modifications, amendments, supplement to, or waiver of, this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by both parties.
- N. **Severability:** In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision(s) shall be replaced by a mutually acceptable provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.
- O. **Notices:** All notices and other communications between the parties provided for or permitted hereunder shall be deemed made on the date of mailing or transmitting if sent by First Class Mail, postage prepaid, return receipt requested or by facsimile to the numbers indicated above.
- P. **Breach of Agreement:** In the event of a breach of this Agreement by either party, the non-defaulting party shall recover, in addition to any other damages assessed, its costs, expenses and reasonable attorneys' fees incurred in litigating or otherwise settling such breach.

## II. Pricing

- A. Charterer shall pay in advance, at least seven (10) calendar days prior to the first flight equal to the Charter price applicable for each trip, including all taxes and fees. Upon the execution and delivery of this Agreement, Charterer shall pay the Initial Invoice prior to the commencement of Services hereunder. If, due to unforeseen issues beyond the control of SCA or the charterer, SCA requires an additional stop or additional flight time, the cost associated will be shared between parties. See **Addendum A** for Travel Dates
- B. **Travel Dates and Charter Price:** See **Addendum A** for Travel Dates and Charter Price.
- C. **Seat Allotment:** Guarantor agrees to guarantee seats at the specified price as detailed in this Agreement in **Addendum A**.
- D. **Taxes and Fees:** Charter Price includes all taxes and fees as outlined in **Addendum A**. Federal Excise Tax, PFC's, segment fees and Security Fees, or any other taxes required of a passenger, should be paid directly to SCA according to the payment schedule and are subject to change, outlined in **Addendum A**. Should the actual passenger count be greater/lessor than the agreement passenger count by more than 25 domestic passengers or 10 international passengers, then the difference will be calculated by SCA no later than 30 days from the last charter flight. At the time of billing, SCA shall also supply Guarantor with a copy of the calculations of such billing. All amounts due SCA shall be paid within ten (10) days of the date of billing.

# CONSENT AGENDA

JUNE 18, 2015

ATTACHMENT 2

- E. **Terms of Payment:** Guarantor will pre-pay SCA the Charter Price according to the terms of the payment schedule outlined in **Addendum A**. Payments shall be made by wire transfer to:
- Penn Liberty Bank**  
**724 West Lancaster Ave., Ste. 210**  
**Wayne, PA 19087**  
**ABA Routing #031918844, Bank Account #1015006131**  
**Account Name: MN Airlines dba Sun Country Airlines Escrow**
- F. **Fuel Basis:** The Charter Price noted in **Addendum A** has been priced based on the Base Fuel Price also scheduled in **Addendum A**. Any fuel cost incurred by SCA over the Base Fuel Price to the extent that the actual Base Fuel Price on each segment is greater than the agreement Base Fuel price by at least 10 cents shall be the responsibility of Guarantor. Any adjustments to the fuel costs will be calculated by SCA no later than 30 days from the last charter flight. At the time of billing, SCA shall also supply Guarantor with a copy of the calculations of such billing. All amounts due SCA shall be paid within ten (10) days of the date of billing.
- G. **Delay Caused by Guarantor:** If any delay in the commencement of a scheduled flight or any portion thereof is caused in whole or in part by the action or at the request of the Guarantor or any person acting on its behalf, an additional charge shall become payable calculated at a rate of One Thousand and no/100 Dollars (\$1,000.00) per two hour or fraction thereof for the period the aircraft is held on the ground in excess of one hundred twenty (120) minutes beyond the time it was originally scheduled for departure. At all times, SCA shall retain the right to refuse to delay a departure.
- H. **Cancellation by Guarantor:** In the event Guarantor cancels any part of this contract, the following penalties will apply:
1. Ninety (90) days or more prior to the scheduled departure date, ten percent (10%) of the price associated with said cancellation.
  2. Sixty (60) days but less than ninety (90) days prior to the scheduled departure date, thirty percent (30%) of the price associated with said cancellation.
  3. Thirty (30) days but less than sixty (60) days prior to the scheduled departure date, forty percent (40%) of the price associated with said cancellation.
  4. Less than 30 days prior to the scheduled departure date, seventy percent (70%) of the price associated with said cancellation.
  5. All taxes, fees and any additional charges associated with this charter must be reconciled within thirty (30) days of the last charter flight.

### III. Contractual Relationships and Service

- A. **Departure/Arrival Times:** Departure or arrival times scheduled or designated in traffic or other documents issued by Guarantor shall indicate only approximate times and shall form no part of this Agreement, nor represent any undertaking of Guarantor to depart or arrive at such times. SCA shall use its best efforts to meet Guarantor's departure times. SCA does not assume responsibility for making connections and is not liable for any expenses or losses whatsoever related to missed connections. No employee, agent or representative of SCA is authorized to bind SCA by statements as to any of the foregoing. SCA assumes no responsibility for notifying Passengers with respect to any agreed departure time.
- B. **Manifest:** Charterer represents and warrants to Sun Country that all passenger lists and other passenger information provided by Charterer shall be accurate and complete, and that Sun Country shall be entitled to rely thereon without independent investigation. If in the event of missing or inaccurate information has been provided, Charterer shall be financially responsible for any additional costs incurred. Sun Country must provide documentation to support the additional expenses incurred at time of reconciliation. Charterer must provide to SCA the passenger manifest in a timely manner (7 days prior). SCA must input names into Sabre multi-host (Z-class of service) within 48 hours in advance to meet security requirements and catering planning. Initial manifests go to the following: Subject line (example): Initial manifest for SY8600/8601 ABC-XYZ-ABC on 1/1/11-1/2/11, [manifests@suncountry.com](mailto:manifests@suncountry.com), Updated manifests go to the following: Subject line (example): Updated manifest for SY8600/8601 ABC-XYZ-ABC on 1/1/11-1/2/11, [manifestupdates@suncountry.com](mailto:manifestupdates@suncountry.com), when sending an updated manifest please include in the message what names to add, or delete. Any additions must be added at least six hours prior to departure.
- C. **Passenger Check In:** SCA shall not be responsible or liable for the transportation of passengers or their baggage who fail to report at the check-in point at the airport at least one hour prior to the time scheduled for departure. If any Passenger fails to report at least one hour prior to the time

scheduled for departure, SCA may depart as scheduled and shall in no way be responsible to such Passenger or the Guarantor and shall be, with notice to Guarantor, deemed to have fully completed its contractual obligations.

- D. **Baggage:** See Section IV, B., C., D., E., and F. for full baggage information.
- E. **Refusing Right of Carriage:** SCA reserves the right to refuse carriage to any Passenger whose documents are not complete or who has not complied with applicable laws, demands or travel requirements with notice to Guarantor. Guarantor agrees to hold SCA harmless and shall defend and indemnify SCA against, and shall pay any loss, damages and expense, including, but not limited to Attorney's fees, suffered or incurred by SCA by reason of SCA denying carriage to any of Guarantor's Passenger(s).
- F. **Agents of Guarantor:** In the event a travel company or any other entity or person shall assist Guarantor with administrative services relating to the flight, hotel accommodations, sight-seeing tours or Land travel, such services shall be rendered as representatives of Guarantor and not as agents of SCA.
- G. **Aircraft Exchange:** SCA may, at its option and without notice, substitute one or more SCA aircraft or non-SCA aircraft for the aircraft specified in this Agreement in the event of Force Majeure or mechanical malfunctions/failure, or any other unforeseen occurrence which prevents SCA from utilizing the aircraft contemplated herein, *provided*, however, that the capacity of the substitute aircraft shall provide no fewer seats than what is required by the contracting party for the number of passengers manifested.
- H. **Cancellation by SCA:** In the event economic conditions and/or operational costs out of SCA's control are such, SCA shall be entitled to cancel any flight without penalty, but refund of deposit. Such economic conditions and/or operational costs include, but are not limited to, unexpected increases in, or the unavailability of insurance coverage at commercially reasonable rates or due to civil unrest or political unrest, which in the opinion of SCA would jeopardize the safety of passengers and/or aircraft if the flight were to proceed.
- I. **Flight Delay:** In the event of flight delay, SCA shall not be liable for any loss, damage, or expense suffered by Guarantor or any passengers. SCA's only responsibility shall be to provide meals, accommodations, or incidental expenses only to the extent required by the applicable DOT Regulations.
- J. **Passengers:** Guarantor agrees at its own expense to give such notice to Passengers as SCA shall request upon the occurrence of any event which causes or may cause or result in the delay or cancellation of any one or more flights. SCA shall incur no liability of any nature to Guarantor or its Passengers as a result of giving such notice or refraining from doing so. Additionally,
  - 1. Passengers are subject to search of their person and search or inspection of their property, including checked baggage, in accordance with security screening procedures, which can include an electronic detector with or without Passengers consent or knowledge, to ensure the safety and security of a flight. Any person who does not consent to a search or inspection of his or her person, and/or any property, will be denied transportation by SCA and SCA will have no liability for refund.
  - 2. SCA has the right to refuse passage to any physically or mentally impaired passenger for any reason permitted under 14 CFR Part 382, as amended from time-to-time. Upon request, SCA shall provide Guarantor a copy of 14 CFR Part 382.
  - 3. Passports, Visas, vaccination certificates and all other required documents are the responsibility of the Passenger.

**IV. Important Passenger Notices**

- A. **Check-In and Boarding Times:** Photo Identification is required for all passengers. Boarding may be denied and boarding passes confiscated if passenger's identification does not match the name on the manifest. Passengers may not be eligible for denied-boarding compensation if passengers have not presented themselves at the boarding point at least: 1) 10 minutes prior to scheduled departure time of domestic flights; 2) 30 minutes prior to scheduled flights to and from Canada, Mexico and the Caribbean; or 3) 60 minutes prior to scheduled departure time of all other international departures, Hawaii and Puerto Rico. All seat assignments are subject to cancellation if the passenger is not on board the aircraft at least 10 minutes prior to departure. SCA does not require reconfirmation. Please check with SCA for any additional requirements.
- B. **Carry-On Luggage:** Each passenger is allowed 1 piece of carry-on luggage plus a purse/briefcase/laptop case. Carry-on luggage must fit underneath the passenger seat or in an overhead compartment. Medicine, keys, important papers and travel documents (Passport) should

be carried on board by the passenger. SCA reserves the right to restrict carry-on luggage. All baggage must be stored prior to cabin door being closed.

- C. **Checked Luggage:** Checked luggage should be unlocked when TSA approved lock is used. Regulations require name identification on the outside. Luggage must be checked at a designated SCA airport in advance of flight departure time as prescribed by SCA. Failure to meet prescribed check-in times will result in luggage not being accepted without a signed liability release. SCA also recommends passengers place their name and address inside their luggage. Identification tags are available at ticket counters. Checked luggage is subject to inspection, including x-ray, and passengers may be required to present identification. Federal regulations require that firearms in checked luggage must be declared and be unloaded. Maximum weight per check piece is 50 pounds, and maximum size is 62" (length + height + width).
- D. **Free Luggage Allowance:** SCA will accept a luggage and equipment free of charge not to exceed max payload restrictions.
- E. **Dangerous Goods: Federal regulations restrict carriage on aircraft of items classified as dangerous goods.** These materials include, but are not limited to, flammable gases, liquids and solids, non-flammable compressed gas, explosives, poisons, corrosives, oxidizing materials, organic peroxides, radioactive materials, etiologic agents and magnetic materials as well as other miscellaneous items that do not fall into the other classes. Specific rules apply to certain hazardous materials such as any dry ice, wet-or-dry-cell batteries. Further information is available from SCA at passenger's request.
- F. **Notice of Luggage Liability Limitations:** Unless a higher value has been declared and additional charges paid, SCA's liability for any form of damages as a result of the disappearance of, damage to, or delay in delivery of a passenger's personal property, including luggage, properly checked to its custody, shall be limited to the fair market value of the personal property involved at the time of the loss or delay, but in no case involving wholly domestic travel shall such liability exceed \$3,000 per passenger, except for mobility devices. For most international travel (including domestic portions of international journeys) SCA's liability is limited to \$9.07 per pound for checked luggage (approximately \$640.00 per piece of checked luggage) and \$400.00 per passenger for carry-on luggage. On domestic flights, SCA shall not be liable for loss of, damage to, or delay in delivery of high value, fragile, or perishable items, including but not limited to, the following: medication, money, jewelry, silverware, negotiable papers, securities, electronic/video/photographic equipment, samples, heirlooms, antiques, artifacts, works of art, or other valuables included in the passenger's checked luggage, with or without the knowledge of SCA. SCA charges for such items as antlers, bicycles, surf boards (5 feet maximum length), scuba equipment and these items are not counted as any part of the two bag minimum. SCA does not assume responsibility for loss or damage due to normal wear and tear, protruding parts, such as feet, handles, wheels, straps, hooks; oversized or over-packed luggage.
- G. **Limit for Reporting Luggage Claims:** All lost, damaged, delayed or missing luggage/property must be reported to SCA prior to leaving the airport. The preliminary notification must be followed by written notification within 45 days (domestic) or 21 days (international).

**V. Force Majeure**

- A. **Flight Delay:** Any flight may be delayed, re-routed or canceled by SCA due to reasons of Force Majeure, as such, the operation of the flight is not guaranteed. SCA shall refund the amount paid for any canceled air transportation in accordance with applicable DOT Regulations. Guarantor's acceptance of such refund shall constitute a release on behalf of the Guarantor and all passengers of any claims against SCA, its officers, directors, employees or agents arising out of or in connection with the cancellation, whether or not such cancellation is due to any negligent act or omission by SCA and SCA shall have no further responsibility or liability to Guarantor and the Passengers for loss, damage, cost or expense arising out of any such cancellation, delay, or rerouting. The limited right to cancellation reserved to SCA under this Article shall be in addition to, and not in place of or in derogation of, any and all other rights which SCA may otherwise have under this Agreement or at law or in equity. SCA may, but shall have no obligation, to re-route passengers affected by such cancellation on the lowest class of the first available service, or via any other means of transportation.
- B. **Liability for Death or Personal Injury:** SCA's liability for death or personal injury to passengers shall be subject to the limitations contained within the provisions of the Convention for the Unification of Certain Rules for International Carriage by air (Montreal, 1999), as those rules might be amended. SCA does not stipulate to higher limits.
- C. **Weather:** SCA shall not be liable to provide any amenities to any passenger when such flight has been delayed or canceled due to US Weather Bureau observations or forecasts which indicate that

**CONSENT AGENDA**

**JUNE 18, 2015**

**ATTACHMENT 2**

the environmental conditions at the various airports of arrival and/or departure or along the feasible route of flight, would result in a possible danger to the aircraft, passengers or crews, or may result in closure of the airport of arrival or departure due to weather conditions which would be less than the minimum allowed for landing or take-off as required by the FAA.

- D. The Guarantor expressly agrees to provide reasonable notice to its passengers of SCA's limited liability for loss or damage and death or personal injury to passengers as set forth above. The Guarantor assumes the duty to notify all the passengers in writing and to provide such notification at the Guarantor's sole expense. The Guarantor shall indemnify and hold SCA harmless from all liability, damage, expense or loss caused by or arising out of any act or omission by Guarantor which is a breach of the provision of this Agreement or is a breach or violation of Applicable Laws.

**MN Airlines, LLC, d/b/a Sun Country Airlines**

**By:** \_\_\_\_\_

**Print Name: Tony Loeks**

**Title: Director Schedule Planning**

**Date:** \_\_\_\_\_

**Guarantor:**

**By:** \_\_\_\_\_

**Print Name:**

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**CONSENT AGENDA**

**JUNE 18, 2015**

**ATTACHMENT 2**

**ADDENDUM A TO CHARTER AGREEMENT**

**Between**

MN Airlines, LLC d/b/a Sun Country Airlines (SCA),  
1300 Mendota Heights Road, Mendota Heights, MN 55120  
Telephone 651-681-3900 Facsimile 651-681-3901 SITA HDQMKS

**And**

(Guarantor)

**For Charter Operations**, Guarantor verifies that it is a US Citizen as defined in Section 380.2 of the Department of Transportation Regulations. Guarantor also verifies the transportation secured from SCA meets the following Department of Transportation definition: (check one)  
 Scheduled Air Transportation     Public charter     Single Entity Charter     Pro Rata Charter

SCA will contract to the aircraft described below for the flight segments and aircraft and/or seats described below and/or attached hereto.

<b>Contract Period:</b>		
<b>Aircraft:</b> 737-800	<b>A/C Seats:</b> 162 seats Contracted for passengers	<b>Base Fuel Price:</b> \$.00/gallon Aircraft positioning to/from MSP for fuel reconciliation purposes.

**ROUTING SUMMARY:**

Date	Dept	Arrival	Flight #	From	To	Remarks

**PRICE AND SCHEDULE OF PAYMENT**

**Charter price, including taxes and fees: \$0.00**

**Non refundable security deposit due upon signing: \$0.00**  
**Balance of \$0.00 due**

**Taxes included in the pricing, 7.5% US FET, \$5.60 per segment US AY tax, \$4.00 per segment US ZP tax and \$4.50 per segment US XF tax.**

**Payments shall be made by DIRECT WIRE TRANSFER to:**  
**Penn Liberty Bank**  
**724 West Lancaster Ave., Ste. 210, Wayne, PA 19087**  
**Phone: 610-535-4891 Randy Mintz**  
**Routing #031918844, Bank Account #1015006131**  
**Account Name: MN Airlines dba Sun Country Airlines Escrow Account**

**Remarks: A valid government issued photo ID or passport is required for travel. A passenger manifest must be sent to manifests@suncountry.com no later than 72 hours prior to departure. The passenger manifest must include passenger's first, middle and last name, date of birth and gender.**

**MN Airlines, LLC, d/b/a Sun Country Airlines**  
**By:** \_\_\_\_\_  
**Print Name: Tony Loeks**  
**Title: Director Schedule Planning**  
**Date:** \_\_\_\_\_

**Guarantor:**  
**By:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

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**Charter Agreement**

**Between**

**MN Airlines, LLC d/b/a Sun Country Airlines (SCA)**  
1300 Mendota Heights Road, Mendota Heights, MN 55120  
Phone 651-681-3900 Facsimile 651-681-3901

**And**

**Boise State University (Charterer)**  
Attn: Mike Carr, University Plaza, 960 Broadway Ave., Ste. 300, Boise, ID 83703  
Phone 208-426-1802 email [mikecarr@boisestate.edu](mailto:mikecarr@boisestate.edu)

This is a Charter Agreement (Agreement) between SCA and Charterer for the flights specified in Addendum A.

The term of this Agreement shall be in effect for travel as noted in this Agreement unless extended by the parties in writing or terminated earlier, as specified herein. The parties hereby agree to as follows:

- I. General Terms** It is understood that this Agreement provides for the sale of domestic and/or international air transportation on SCA by and through Charterer. Charterer agrees to pay SCA for such services in accordance with the listed charter price as provided in this Agreement. In exchange for the charter price provided in this Agreement, Charterer agrees to comply with all terms and conditions of sale as stated herein.
- A. Trademarks and Trade Names:** Nothing in this Agreement shall be construed as a license to use the respective trade name or trademark of either party for any purpose other than cooperative marketing efforts which must first be approved by the consent of the licensing party, which in the case of Charterer shall be the Boise State University Office of Trademark and Licensing, whose phone number is 208-426-1358 and whose email address is "licensing@boisestate.edu". Upon termination of the Agreement, the parties shall discontinue all use of such trade names, trademarks and logos.
  - B. Indemnity by Charterer:** Subject to applicable law, including but not limited to those relating to governmental immunity and tort claim limits, Charterer shall hold SCA harmless against any claims, actions, liabilities or costs (including reasonable attorney's fees) to any persons for damages, including but not limited to bodily or personal injury, including death, and property damage, arising out of services, materials or facilities provided by Charterer. Why?
  - C. Indemnity by SCA:** SCA shall hold Charterer harmless against any claims, actions, liabilities or costs (including reasonable attorney's fees) to any persons for damages, including but not limited to bodily or personal injury, including death, and property damages, arising out of services, materials or facilities provided by SCA. SCA shall cause Charterer to be named as an additional insured under its liability policies to the extent of the contractual liability assumed by SCA.
  - D. Governmental Laws, Regulations and Approvals:** SCA's obligation to Charterer is contingent upon and subject to the timely application and subsequent issuance of such approvals, clearances, permits or operating authority as may be required to be issued or granted by the United States Government or any applicable Foreign Government, including, without limitation, such landing, transit, over flight, and uplift rights as may be necessary. Charterer acknowledges that it has not relied on any representations by SCA made prior to the execution of this Agreement concerning the availability of the approvals, clearances, permits or operating authority.
  - E. Attorney's Fees:** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or a misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recovery of reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.
  - F. Assignment:** SCA and Charterer may not assign any right or delegate any duty hereunder without the express written consent of the other.
  - G. Confidentiality:**
    - 1. Subject to applicable law, including those relating to the Charterer's obligations as a public entity under the public record laws, the parties shall not disclose the contents of this Agreement, any future promotions, sales reports, agency mailing lists or any other

# CONSENT AGENDA

JUNE 18, 2015

ATTACHMENT 3

confidential information belonging to either party, without authorized written permission of the other party.

2. Unless otherwise directed in writing, Charterer agrees that in the event of an aviation disaster, all manifest information will be held in strictest confidence in accordance with the Aviation Disaster Family Assistance Act of 1996.
- H. Termination:** This Agreement may be canceled by either party for material breach of this Agreement on thirty (30) days written notice to the other, but during such time, the breaching party shall have the right to cure any such breach and upon such cure, the Agreement will remain in full force.
- I. Governing Laws, Regulations and Approvals:**
1. This Agreement and any disputes arising hereunder shall be governed by the laws of the State of Idaho.
  2. Charterer, on behalf of itself, shall act with regard to each scheduled flight in a manner wholly consistent with DOT regulations as spelled out in the Contract of Carriage.
  3. Rules directed from the Contract of Carriage apply to all passengers and all bookings.
  4. SCA will have final authority in operational matters and exclusive control over the aircraft and its crew.
  5. Aircraft space: Charterer has exclusive use of all seats and cargo space to max payload. SCA, with written consent of Charterer, has exclusive control to utilize all available passenger and baggage space not utilized by Charterer. SCA will handle and secure all monies and transactions as stated in the Contract of Carriage.
  6. Charterer agrees to comply with the Applicable Laws of the United States Government (including but not limited to those relating to non-discrimination, disabilities, and equal employment opportunities) and applicable Foreign Governments. Charterer agrees to comply with such directions as SCA may issue so as to achieve observance by Charterer of the provisions of this Article.
  7. Charterer is an agency of the State of Idaho and the State of Idaho, Boise State University, its officials and employees are self-insured under the provisions of the Idaho Tort Claims Act. Charterer is a "governmental entity," as defined under the Idaho Tort Claims Act, specifically, Idaho Code § 6-902, as well as a "public employer," as defined under the Idaho Worker's Compensation law, specifically, Idaho Code § 72-205. As such, Charterer shall maintain, at all times applicable hereto, comprehensive liability coverage in such amounts as are proscribed by Idaho Code § 6-924 (not less than \$500,000), as well as worker's compensation coverage for its employees, as required under Idaho Code § 72-301. Charterer liability coverage shall cover the actions of Charterer and its employees, agents, students, and faculty while acting in the course and scope of employment or as students of Charterer in performing actions related to the Charterer's official travel. Charterer's liability coverage obligations shall be administered by the Administrator of the Division of Insurance Management in the Department of Administration for the State of Idaho, and may be covered, in whole or in part, by the State of Idaho's Retained Risk Account, as provided under Idaho Code § 6-919. Charterer shall cover its liability for worker's compensation through the State of Idaho's State Insurance Fund, as provided under Idaho Code § 72-301.
- J. Waiver:** Any failure or delay by either party to enforce at any time any of the provisions of this Agreement, or to require at any time performance of any provisions hereof, shall in no way be construed to be a waiver of such provision of this Agreement.
- K. Captions:** The captions appearing in this Agreement have been inserted as a matter of convenience and in no way define, limit or enlarge the scope of this Agreement or any of the provisions
- L. Entire Agreement:** This Agreement, the Proposal, including cover letter (see 4.3(M) of RFP#MC15-080), submitted to Charterer on March 11, 2015, the State of Idaho Standard Terms and Conditions, and the Boise State University RFP#MC15-080 shall together constitute the entire Agreement between the parties, and shall supersede all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.
- M. Amendment:** No modifications, amendments, supplement to, or waiver of, this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by both parties.
- N. Severability:** In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement

# CONSENT AGENDA

JUNE 18, 2015

ATTACHMENT 3

shall be unimpaired, and the invalid, illegal or unenforceable provision(s) shall be replaced by a mutually acceptable provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

- O. **Notices:** All notices and other communications between the parties provided for or permitted hereunder shall be deemed made on the date of mailing or transmitting if sent by First Class Mail, postage prepaid, return receipt requested or by facsimile to the numbers indicated above.
- P. **Breach of Agreement:** In the event of a breach of this Agreement by either party, the non-defaulting party shall recover, in addition to any other damages assessed, its costs, expenses and reasonable attorneys' fees incurred in litigating or otherwise settling such breach.

## II. Pricing

- A. Charterer shall pay in advance, at least seven (10) calendar days prior to the first flight equal to the Charter price applicable for each trip, including all taxes and fees. Upon the execution and delivery of this Agreement, Charterer shall pay the Initial Invoice prior to the commencement of Services hereunder. If, due to unforeseen issues beyond the control of SCA or the charterer, SCA requires an additional stop or additional flight time, the cost associated will be shared between parties. See **Addendum A** for Travel Dates
- B. **Travel Dates and Charter Price:** See **Addendum A** for Travel Dates and Charter Price.
- C. **Seat Allotment:** Charterer agrees to guarantee seats at the specified price as detailed in this Agreement in Addendum A.
- D. **Taxes and Fees:** Charter Price includes all taxes and fees as outlined in **Addendum A**. Federal Excise Tax, PFC's, segment fees and Security Fees, or any other taxes required of a passenger, should be paid directly to SCA according to the payment schedule and are subject to change, outlined in **Addendum A**. Should the actual passenger count be greater/lessor than the agreement passenger count by more than 25 domestic passengers or 10 international passengers, then the difference will be calculated by SCA no later than 30 days from the last charter flight. At the time of billing, SCA shall also supply Charterer with a copy of the calculations of such billing. All amounts due SCA shall be paid within ten (10) days of the date of billing.
- E. **Terms of Payment:** Charterer will pre-pay SCA the Charter Price according to the terms of the payment schedule outlined in **Addendum A**. Payments shall be made by wire transfer to:  
**Penn Liberty Bank**  
**724 West Lancaster Ave., Ste. 210**  
**Wayne, PA 19087**  
**ABA Routing #031918844, Bank Account #1015006131**  
**Account Name: MN Airlines dba Sun Country Airlines Escrow**
- F. **Fuel Basis:** The Charter Price noted in **Addendum A** has been priced based on the Base Fuel Price also scheduled in **Addendum A**. Any fuel cost incurred by SCA over the Base Fuel Price to the extent that the actual Base Fuel Price on each segment is greater than the agreement Base Fuel price by at least 10 cents shall be the responsibility of Charterer. Any adjustments to the fuel costs will be calculated by SCA no later than 30 days from the last charter flight. At the time of billing, SCA shall also supply Charterer with a copy of the calculations of such billing. All amounts due SCA shall be paid within ten (10) days of the date of billing.
- G. **Delay Caused by Charterer:** If any delay in the commencement of a scheduled flight or any portion thereof is caused in whole or in part by the action or at the request of the Charterer or any person acting on its behalf, an additional charge shall become payable calculated at a rate of One Thousand and no/100 Dollars (\$1,000.00) per two hour or fraction thereof for the period the aircraft is held on the ground in excess of one hundred twenty (120) minutes beyond the time it was originally scheduled for departure. At all times, SCA shall retain the right to refuse to delay a departure.
- H. **Cancellation by Charterer:** In the event Charterer cancels any part of this contract, the following penalties will apply:
  - 1. Ninety (90) days or more prior to the scheduled departure date, ten percent (10%) of the price associated with said cancellation.
  - 2. Sixty (60) days but less than ninety (90) days prior to the scheduled departure date, thirty percent (30%) of the price associated with said cancellation.
  - 3. Thirty (30) days but less than sixty (60) days prior to the scheduled departure date, forty percent (40%) of the price associated with said cancellation.
  - 4. Less than 30 days prior to the scheduled departure date, seventy percent (70%) of the price associated with said cancellation.

5. All taxes, fees and any additional charges associated with this charter must be reconciled within thirty (30) days of the last charter flight.

**III. Contractual Relationships and Service**

- A. **Departure/Arrival Times:** Departure or arrival times scheduled or designated in traffic or other documents issued by Charterer shall indicate only approximate times and shall form no part of this Agreement, nor represent any undertaking of Charterer to depart or arrive at such times. SCA shall use its best efforts to meet Charterer's departure times. SCA does not assume responsibility for making connections and is not liable for any expenses or losses whatsoever related to missed connections. No employee, agent or representative of SCA is authorized to bind SCA by statements as to any of the foregoing. SCA assumes no responsibility for notifying Passengers with respect to any agreed departure time.
- B. **Manifest:** Charterer represents and warrants to Sun Country that all passenger lists and other passenger information provided by Charterer shall be accurate and complete, and that Sun Country shall be entitled to rely thereon without independent investigation. If in the event of missing or inaccurate information has been provided, Charterer shall be financially responsible for any additional costs incurred. Sun Country must provide documentation to support the additional expenses incurred at time of reconciliation. Charterer must provide to SCA the passenger manifest in a timely manner (7 days prior). SCA must input names into Sabre multi-host (Z-class of service) within 48 hours in advance to meet security requirements and catering planning. Initial manifests go to the following: Subject line (example): Initial manifest for SY8600/8601 ABC-XYZ-ABC on 1/1/11-1/2/11, [manifests@suncountry.com](mailto:manifests@suncountry.com), Updated manifests go to the following: Subject line (example): Updated manifest for SY8600/8601 ABC-XYZ-ABC on 1/1/11-1/2/11, [manifestupdates@suncountry.com](mailto:manifestupdates@suncountry.com), when sending an updated manifest please include in the message what names to add, or delete. Any additions must be added at least six hours prior to departure.
- C. **Passenger Check In:** SCA shall not be responsible or liable for the transportation of passengers or their baggage who fail to report at the check-in point at the airport at least one hour prior to the time scheduled for departure. If any Passenger fails to report at least one hour prior to the time scheduled for departure, SCA may depart as scheduled and shall in no way be responsible to such Passenger or the Charterer and shall be, with notice to Charterer, deemed to have fully completed its contractual obligations.
- D. **Baggage:** See Section IV, B., C., D., E., and F. for full baggage information.
- E. **Refusing Right of Carriage:** SCA reserves the right to refuse carriage to any Passenger whose documents are not complete or who has not complied with applicable laws, demands or travel requirements with notice to Charterer. Subject to applicable laws relating to immunity and liability limitations including but not limited to those contained in Section I., Subsection 7, Charterer agrees to hold SCA harmless and shall defend and indemnify SCA against, and shall pay any loss, damages and expense, including, but not limited to Attorney's fees, suffered or incurred by SCA by reason of SCA denying carriage to any of Charterer's Passenger(s).
- F. **Agents of Charterer:** In the event a travel company or any other entity or person shall assist Charterer with administrative services relating to the flight, hotel accommodations, sight-seeing tours or Land travel, such services shall be rendered as representatives of Charterer and not as agents of SCA.
- G. **Aircraft Exchange:** SCA may, at its option and without notice, substitute one or more SCA aircraft or non-SCA aircraft for the aircraft specified in this Agreement in the event of Force Majeure or mechanical malfunctions/failure, or any other unforeseen occurrence which prevents SCA from utilizing the aircraft contemplated herein, *provided*, however, that the capacity of the substitute aircraft shall provide no fewer seats than what is required by the Charterer for the number of passengers manifested.
- H. **Cancellation or Delayed Operation :** Cancelled flights or delayed operations shall be governed in accordance with Boise State University RFP #MC15-080, and in particular, Section 5.4(M) and more particularly, Subsection 5.4.2.
- I. **Flight Delay:** In the event of flight delay, SCA shall not be liable for any loss, damage, or expense suffered by Charterer or any passengers. SCA's only responsibility shall be to provide meals, accommodations, or incidental expenses only to the extent required by the applicable DOT Regulations.
- J. **Passengers:** Charterer agrees at its own expense to give such notice to Passengers as SCA shall request upon the occurrence of any event which causes or may cause or result in the delay or cancellation of any one or more flights. SCA shall incur no liability of any nature to Charterer or its Passengers as a result of giving such notice or refraining from doing so. Additionally,

# CONSENT AGENDA

JUNE 18, 2015

ATTACHMENT 3

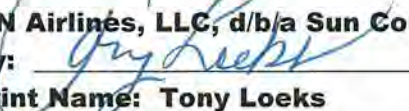
1. Passengers are subject to search of their person and search or inspection of their property, including checked baggage, in accordance with security screening procedures, which can include an electronic detector with or without Passengers consent or knowledge, to ensure the safety and security of a flight. Any person who does not consent to a search or inspection of his or her person, and/or any property, will be denied transportation by SCA and SCA will have no liability for refund.
2. SCA has the right to refuse passage to any physically or mentally impaired passenger for any reason permitted under 14 CFR Part 382, as amended from time-to-time. Upon request, SCA shall provide Charterer a copy of 14 CFR Part 382.

## IV. Important Passenger Notices

- A. **Check-In and Boarding Times:** Photo Identification is required for all passengers. Boarding may be denied and boarding passes confiscated if passenger's identification does not match the name on the manifest. Passengers may not be eligible for denied-boarding compensation if passengers have not presented themselves at the boarding point at least: 1) 10 minutes prior to scheduled departure time of domestic flights. All seat assignments are subject to cancellation if the passenger is not on board the aircraft at least 10 minutes prior to departure. SCA does not require reconfirmation. Please check with SCA for any additional requirements.
- B. **Carry-On Luggage:** Each passenger is allowed 1 piece of carry-on luggage plus a purse/briefcase/laptop case. Carry-on luggage must fit underneath the passenger seat or in an overhead compartment. Medicine, keys, important papers and any necessary travel documents should be carried on board by the passenger. SCA reserves the right to restrict carry-on luggage. All baggage must be stored prior to cabin door being closed.
- C. **Checked Luggage:** Checked luggage should be unlocked when TSA approved lock is used. Regulations require name identification on the outside. Luggage must be checked at a designated SCA airport in advance of flight departure time as prescribed by SCA. Failure to meet prescribed check-in times will result in luggage not being accepted without a signed liability release. SCA also recommends passengers place their name and address inside their luggage. Identification tags are available at ticket counters. Checked luggage is subject to inspection, including x-ray, and passengers may be required to present identification. Federal regulations require that firearms in checked luggage must be declared and be unloaded. Maximum weight per check piece is 50 pounds, and maximum size is 62" (length + height + width).
- D. **Free Luggage Allowance:** SCA will accept luggage and equipment free of charge not to exceed max payload restrictions as found on Addendum A and cargo hold capacities, 44.15 total cubic feet 737-800.
- E. **Dangerous Goods: Federal regulations restrict carriage on aircraft of items classified as dangerous goods.** These materials include, but are not limited to, flammable gases, liquids and solids, non-flammable compressed gas, explosives, poisons, corrosives, oxidizing materials, organic peroxides, radioactive materials, etiologic agents and magnetic materials as well as other miscellaneous items that do not fall into the other classes. Specific rules apply to certain hazardous materials such as any dry ice, wet-or-dry-cell batteries. Further information is available from SCA at passenger's request.
- F. **Notice of Luggage Liability Limitations:** Unless a higher value has been declared and additional charges paid, SCA's liability for any form of damages as a result of the disappearance of, damage to, or delay in delivery of a passenger's personal property, including luggage, properly checked to its custody, shall be limited to the fair market value of the personal property involved at the time of the loss or delay, but in no case involving wholly domestic travel shall such liability exceed \$3,000 per passenger, except for mobility devices. SCA shall not be liable for loss of, damage to, or delay in delivery of high value, fragile, or perishable items, including but not limited to, the following: medication, money, jewelry, silverware, negotiable papers, securities, electronic/video/photographic equipment, samples, heirlooms, antiques, artifacts, works of art, or other valuables included in the passenger's checked luggage, with or without the knowledge of SCA. SCA charges for such items as antlers, bicycles, surf boards (5 feet maximum length), scuba equipment and these items are not counted as any part of the two bag minimum. SCA does not assume responsibility for loss or damage due to normal wear and tear, protruding parts, such as feet, handles, wheels, straps, hooks; oversized or over-packed luggage.
- G. **Limit for Reporting Luggage Claims:** All lost, damaged, delayed or missing luggage/property must be reported to SCA prior to leaving the airport. The preliminary notification must be followed by written notification within 45 days (domestic) or 21 days (international).

**V. Force Majeure**

- A. **Force Majeure Flight Delay:** Any flight may be delayed, re-routed or canceled by SCA due to reasons of Force Majeure as described herein. If SCA fails to perform, delays, or substitutes an aircraft for, a Charter Flight, in each case due to any event or condition causing similar failure or delay at the same location by commercial airlines generally (including governmental or airport laws, regulations or orders, air-traffic restrictions, acts of God, terrorism, strikes, lockouts, riots, civil disobedience, national emergencies, unavailability of fuel, weather or any other events beyond SCA's reasonable control), SCA shall refund the amount paid for any canceled air transportation in accordance with applicable DOT Regulations. Charterer's acceptance of such refund shall constitute a release on behalf of the Charterer and all passengers of any claims against SCA, its officers, directors, employees or agents arising out of or in connection with the cancellation, whether or not such cancellation is due to any negligent act or omission by SCA and SCA shall have no further responsibility or liability to Charterer and the Passengers for loss, damage, cost or expense arising out of any such cancellation, delay, or rerouting. The limited right to cancellation reserved to SCA under this Article shall be in addition to, and not in place of or in derogation of, any and all other rights which SCA may otherwise have under this Agreement or at law or in equity. SCA may, but shall have no obligation, to re-route passengers affected by such cancellation on the lowest class of the first available service, or via any other means of transportation.
- B. **Liability for Death or Personal Injury:** SCA's liability for death or personal injury to passengers shall be subject to the limitations contained within the provisions of the Convention for the Unification of Certain Rules for International Carriage by air (Montreal, 1999), as those rules might be amended. SCA does not stipulate to higher limits.
- C. **Weather:** SCA shall not be liable to provide any amenities to any passenger when such flight has been delayed or canceled due to US Weather Bureau observations or forecasts which indicate that the environmental conditions at the various airports of arrival and/or departure or along the feasible route of flight, would result in a possible danger to the aircraft, passengers or crews, or may result in closure of the airport of arrival or departure due to weather conditions which would be less than the minimum allowed for landing or take-off as required by the FAA.
- D. The Charterer expressly agrees to provide reasonable notice to its passengers of SCA's limited liability for loss or damage and death or personal injury to passengers as set forth above. The Charterer assumes the duty to notify all the passengers in writing and to provide such notification at the Charterer's sole expense. The Charterer shall, subject to applicable laws relating to immunity and liability limitations including but not limited to those contained in Section I., Subsection 7 herein, indemnify and hold SCA harmless from all liability, damage, expense or loss caused by or arising out of any act or omission by Charterer which is a breach of the provision of this Agreement or is a breach or violation of Applicable Laws.

**MN Airlines, LLC, d/b/a Sun Country Airlines**  
 By:   
 Print Name: **Tony Loeks**  
 Title: **Director Schedule Planning**  
 Date: 4-29-15

**Charterer: Boise State University**  
 By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



**ADDENDUM A TO CHARTER AGREEMENT**

**Between**

**MN Airlines, LLC d/b/a Sun Country Airlines (SCA)**  
1300 Mendota Heights Road, Mendota Heights, MN 55120  
Telephone 651-681-3900 Facsimile 651-681-3901 SITA HDQMKSJ

**And**

**Boise State University (Charterer)**  
Attn: Mike Carr, University Plaza, 960 Broadway Ave., Ste. 300, Boise, ID 83703  
Phone 208-426-1802 email [mikecarr@boisestate.edu](mailto:mikecarr@boisestate.edu)

<p><b>For Charter Operations</b>, Charterer verifies that it is a US Citizen as defined in Section 380.2 of the Department of Transportation Regulations. Charterer also verifies the transportation secured from SCA meets the following Department of Transportation definition: (check one)</p> <p><input type="checkbox"/> Scheduled Air Transportation    <input type="checkbox"/> Public charter    <input checked="" type="checkbox"/> Single Entity Charter    <input type="checkbox"/> Pro Rata Charter</p>
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SCA will contract to Boise State University Football, the aircraft described below for the flight segments and aircraft and/or seats described below and/or attached hereto.

<b>Contract Period: September 11, 2015 through November 27, 2015</b>		
<b>Aircraft: 737-800</b>	<b>A/C Seats: 162 seats Contracted for 160 passengers</b>	<b>Base Fuel Price: \$3.50/gallon Aircraft positioning to/from LAS for fuel reconciliation purposes.</b>

**ROUTING SUMMARY:**

Date	Dept	Arrival	Flight #	From	To	Remarks
Friday, September 11, 2015	TBD	TBD	TBD	BOI	PVU	
Saturday, September 12, 2015	TBD	TBD	TBD	PVU	BOI	\$65,700.00
Thursday, September 24, 2015	TBD	TBD	TBD	BOI	CHO	
Saturday, September 26, 2015	TBD	TBD	TBD	CHO	BOI	\$131,000.00 Max ACL 33,000lbs
Friday, October 9, 2015	TBD	TBD	TBD	BOI	FNL	
Saturday, October 10, 2015	TBD	TBD	TBD	FNL	BOI	\$71,550.00
Friday, October 30, 2015	TBD	TBD	TBD	BOI	LAS	
Saturday, October 31, 2015	TBD	TBD	TBD	LAS	BOI	\$72,550.00
Friday, November 27, 2015	TBD	TBD	TBD	BOI	SJC	
Saturday, November 28, 2015	TBD	TBD	TBD	SJC	BOI	\$71,350.00

**PRICE AND SCHEDULE OF PAYMENT**

<p><b>Charter price, including taxes and fees: \$412,150.00</b></p> <p><b>Non refundable security deposit due upon signing: \$41,215.00</b></p> <p><b>Balance of \$59,130.00 due July 13, 2015</b></p> <p><b>Balance of \$117,900.00 due July 24, 2015</b></p> <p><b>Balance of \$64,395.00 due August 10, 2015</b></p> <p><b>Balance of \$65,295.00 due August 31, 2015</b></p> <p><b>Balance of \$64,215.00 due September 28, 2015</b></p> <p><b>Taxes included in the pricing, 7.5% US FET, \$5.60 per segment US AY tax when applicable, \$4.00 per segment US ZP tax and \$4.50 per segment US XF tax.</b></p> <p align="center"><b>Payments shall be made by DIRECT WIRE TRANSFER to:</b></p> <p align="center"><b>Penn Liberty Bank</b></p> <p align="center"><b>724 West Lancaster Ave., Ste. 210, Wayne, PA 19087</b></p>
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**CONSENT AGENDA**

**JUNE 18, 2015**

**ATTACHMENT 3**

**Phone: 610-535-4891 Randy Mintz**  
**Routing #031918844, Bank Account #1015006131**  
**Account Name: MN Airlines dba Sun Country Airlines Escrow Account**

**Remarks: A valid government issued photo ID or passport is required for travel. A passenger manifest must be sent to manifests@suncountry.com no later than 72 hours prior to departure. The passenger manifest must include passenger's first, middle and last name, date of birth and gender. Pricing includes Ramp operations and Athletic Beverages. Maximum payload is 39,000 pounds except the Charlottesville trip, the maximum payload is 33,000.**

**MN Airlines, LLC, d/b/a Sun Country Airlines**

**By:** *Tony Loeks*

**Print Name: Tony Loeks**

**Title: Director Schedule Planning**

**Date:** *4-29-15*

**Charterer: Boise State University**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**CONSENT AGENDA**  
**JUNE 18, 2015**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Video Board, Close Captioning Displays and Scoreboards for Taco Bell Arena

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Boise State University (BSU) requests permission to purchase a new video board, four new scoreboards and two new closed captioning displays for the Taco Bell Arena. The proposed four-sided, center-hung video board measures approximately 8.5' x 14.3' on each side. The four corner scoreboards measure approximately 5.5' x 21.5'; the two closed captioning displays are 2.5' by 30'.

The current video board was installed in 2002 and is near the end of its useful life. The corner scoreboards were installed in 2000. There are currently no closed captioning displays in the Taco Bell Arena; in order to comply with the Americans with Disabilities Act of 1990 (ADA), BSU must provide closed captioning displays within the Arena.

The current scoreboard is in need of replacement due to age and functional obsolescence. A new video board and new scoreboards will enhance the game experience for sporting events and other BSU functions held in Taco Bell Arena and will create enhanced revenue opportunities through digital advertising capabilities.

**IMPACT**

Learfield is managing the procurement and installation process. Based on initial estimates, the cost of the video board, scoreboard and closed captioning displays installed is \$1,500,000.

The following funding sources have been identified:

Learfield	\$ 790,000
Donations	\$ 50,000
Athletics Reserves	<u>\$ 660,000</u>
	\$1,500,000

If the projected final cost exceeds \$1.5 million, Athletics will secure additional donations to fund the balance or reduce the scope of the project.

**CONSENT AGENDA  
JUNE 18, 2015**

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**STAFF COMMENTS AND RECOMMENDATIONS**

Based on the athletics budget reports presented to the Board at its February 2015 meeting, BSU is projecting an ending fund balance of \$963,680. Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to purchase a video board, score board, and closed captioning displays for placement in the Taco Bell Arena at a cost not to exceed \$1.5 million.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**CONSENT AGENDA**  
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**UNIVERSITY OF IDAHO**

**SUBJECT**

Idaho Water Center - Partial termination of sublease with CH2M HILL and simultaneous sublease to St Luke's Regional Medical Center.

**REFERENCE**

December 2004	Regent's approval of original sublease to CH2M HILL
October 2006	Regent's approval of First Amendment to Sublease
October 2009	Regent's approval of Second Amendment to Sublease
April 2013	Regent's approval of Third Amendment to Sublease

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.1.5.b(i)

**BACKGROUND/DISCUSSION**

In 2005, the University of Idaho (UI) subleased approximately 50,000 square feet of the Idaho Water Center to CH2M HILL. In 2007, the sublease was amended to permit expansion of CH2M HILL offices into an additional 5200 square feet. In 2010, the sublease was amended to extend the existing sublease, permit a reduction in space leased, and establish a rental rate consistent with the local market. In April 2013, the sublease was amended to extend the sublease term and revise other business terms. Recently, CH2M HILL asked to vacate a portion of its leased space one year earlier than permitted by the existing agreement. They have also found a replacement tenant, St Luke's Regional Medical Center (St. Luke's), that will sublease this vacated space for the balance of the CH2M Hill term and continue to sublease at current market rates, with escalation, to 2020.

UI seeks approval to amend the CH2M HILL sublease accordingly, and to enter into a new sublease with St. Luke's. The new sublease establishes terms for St Luke's which are practically identical to the lease terms of its predecessor. The new sublease payment schedule matches the amount which CH2M HILL had been obligated to pay under the prior terms, but recalibrates the rent for future years to represent an agreement of current market rates for this space for the extended term. The proposed amendment and new sublease would take effect July 1, 2015.

**IMPACT**

These leasing revisions require very minimal tenant improvement (painting touch up, carpet cleaning, etc.) generally required for basic building care. These will be covered by annual lease income from St. Luke's starting at \$107,000 for the first year and recalibrated to \$104,000 for the second year with 2% escalations for

**CONSENT AGENDA  
JUNE 18, 2015**

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each year of the term thereafter. CH2M HILL will continue to occupy the balance of its space under the terms of its 2013 sublease, amended for the reduction in leased space transferred to St. Luke's. The proposed amendment and new sublease allow the UI to maintain a substantial income from rent and introduce a new and potentially long term tenant in the Idaho Water Center, complementing other tenants and activities in the building, without requiring substantial tenant improvement costs.

**ATTACHMENTS**

Attachment 1 – Draft Sublease Amendment – CH2M HILL	Page 3
Attachment 2 – Draft Sublease to St Luke's	Page 9

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by the University of Idaho for authority to amend the existing sublease with CH2M HILL and to enter into a new sublease with St Luke's Regional Medical Center, both in substantial conformance to the forms submitted to the Board in Attachments 1 and 2; and to authorize the University's Vice President for Finance to execute these and any other related transactional documents.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**FOURTH AMENDMENT TO SUBLEASE**

This FOURTH AMENDMENT TO SUBLEASE (the “Fourth Amendment”) is made and entered into upon the date all parties have executed and consented to this Fourth Amendment by and between the Board of Regents of the University of Idaho, a state educational institution and body politic and corporate organized and existing under the constitution and laws of the State of Idaho (the “Sublessor”), and CH2M HILL, INC., a Florida corporation (the “Sublessee”), collectively, the “Parties”.

WHEREAS, this Fourth Amendment shall revise the Sublease dated December 21, 2004, and which commenced on June 24, 2005, including as said Sublease was subsequently amended between the Parties.

WHEREAS, the terms of this Fourth Amendment shall be binding upon signature by both Parties, and shall go into effect at midnight on July 1, 2015. The terms of the Sublease as previously amended shall remain in place and be controlling through June 30, 2015.

Now, THEREFORE, in consideration of the mutual promises contained herein, Sublessor and Sublessee include the above paragraph in the terms herein and further agree as follows:

A. Section 1.4 as previously amended and Exhibit B Third Amendment of the Sublease are hereby deleted and replaced with the following amended Section 1.4 and the attached “Exhibit B Fourth Amendment”:

**“1.4 Premises.** The “**Premises**” are located within the Idaho Water Center, 322 E Front St, Boise ID and comprise 35,977 rentable square feet as shown on the attached **Exhibit B Fourth Amendment**.”

B. Section 1.9 as previously amended and Exhibit E Third Amendment of the Sublease are hereby deleted and Section 1.9 shall be intentionally left blank so as not to affect subsequent section numbering.

C. Section 1.11 of the Sublease as previously amended is hereby deleted and Section 1.11 shall be intentionally left blank so as not to affect subsequent section numbering.

D. If there is any conflict between the terms and provisions of this Fourth Amendment and the terms and provisions of the Sublease as previously amended, the terms and provisions of this Fourth Amendment shall govern. Except as specifically set forth herein, all other provisions of the Sublease as previously amended shall remain in full force and effect and be binding upon the Parties in accordance with the terms therein.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment on the date(s) set forth below.

SUBLESSEE

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Date

SUBLESSOR

\_\_\_\_\_  
Ronald E. Smith, Vice-President  
Finance & Administration

\_\_\_\_\_  
Date

IDAHO STATE BUILDING AUTHORITY CONSENT

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



University of Idaho

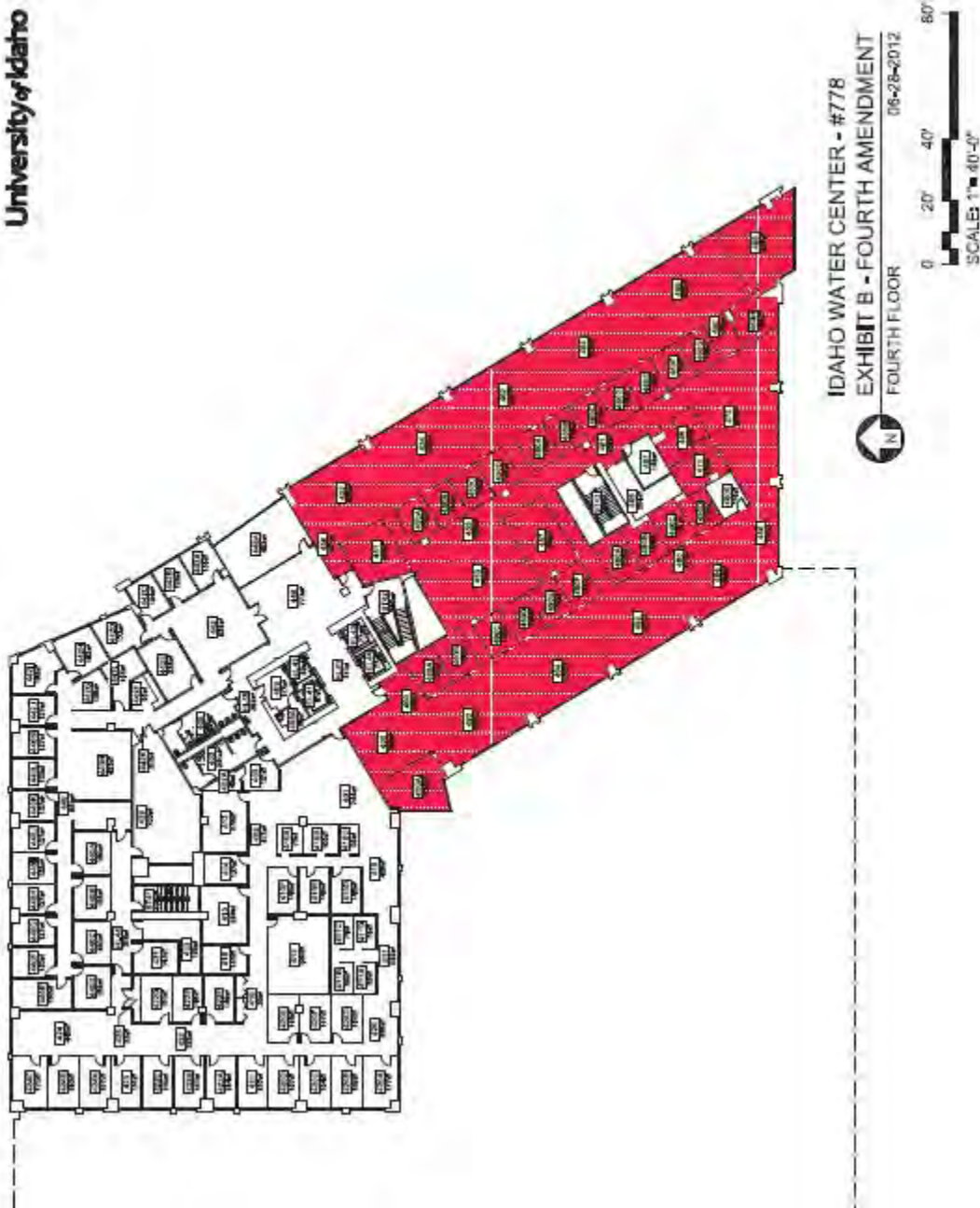
Exhibit B to Fourth Amendment to Sublease  
Board of Regents University of Idaho/CH2M HILL



University of Idaho



University of Idaho



**CONSENT AGENDA  
JUNE 18, 2015**

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## SUBLEASE

This Sublease (“**Sublease**”) dated June \_\_\_\_\_, 2015 for reference only and will be effective July 1, 2015, between the **Board of Regents of the University of Idaho**, a state educational institution and body politic and corporate organized and existing under the Constitution and laws of the State of Idaho (“**Sublessor**”) and **St. Luke’s Regional Medical Center, Ltd.**, an Idaho non-profit corporation (“**Sublessee**”).

### 1 BASIC PROVISIONS.

The following basic provisions are a part of this Sublease:

**1.1 Sublessor.** The Board of Regents of the University of Idaho is the “**Sublessor**” whose current mailing address is Vice President for Finance and Administration, 875 Perimeter Dr MS 3168, Moscow ID 83844-3168.

**1.2 Sublessee.** St. Luke’s Regional Medical Center, Ltd. is the “**Sublessee**” whose current mailing address is 190 E Bannock St, Boise ID 83712.

**1.3 Underlying Lease.** This Sublease is subordinate to and subject to the terms and conditions of the Facilities Lease (Idaho Water Center) (“**Lease**”) dated December 17, 2002, said Lease being entered into by and between the Idaho State Building Authority and the State of Idaho, as shown on attached **Exhibit A**. Sublessor shall seek any and all consents required to sublease as required by said Lease. Sublease shall not become effective unless and until written consent is provided by the Idaho State Building Authority.

**1.4 Premises.** The “**Premises**” are located within the Idaho Water Center, 322 E Front St, Boise ID and comprise 5995 rentable square feet as shown on the attached **Exhibit B**.

**1.5 Permitted Use.** The use of the Premises permitted under this Sublease shall be limited to administrative office uses for Sublessee, except as may otherwise be authorized in writing by Sublessor (“**Permitted Use**”). It is agreed to by the parties that medical services will not be provided to Sublessee’s patients/clients on these Premises.

**1.6 Term and Commencement Date.** This Sublease shall commence on July 1, 2015 (the “**Commencement Date**”) and shall end on June 30, 2020 (“**Term**”).

**1.7 Base Rent.** Effective July 1, 2015, Sublessee shall pay rent (“**Base Rent**”), at a rate of \$17.95 per rentable square foot of Premises per year for the first year of the Term. Base Rent rate shall be \$17.34 per rentable square foot for the second year of the Term. Base Rent shall be \$17.69 per rentable square foot for the third year of the Term. Base Rent shall be \$18.04 per rentable square foot for the fourth year of the Term. Base Rent shall be \$18.40 per rentable square foot for the fifth year of the Term. The Base Rent for the Term is inclusive of Sublessee’s share of service and operating expenses as listed in **Exhibit C** subject to operating expense adjustment as described in Section 5.10 of this Sublease. Base Rent shall be paid monthly.

**1.8 Parking.** Sublessee is responsible for acquiring any parking permits Sublessee requires to utilize available public parking facilities.

## 2 GRANT OF PREMISES AND POSSESSION.

**2.1 Grant of Premises.** Sublessor subleases to Sublessee and Sublessee subleases from Sublessor the Premises subject to the terms and conditions of this Sublease.

**2.2 Possession.** Sublessor shall deliver possession of the Premises (including the rights, privileges, benefits, rights-of-way and easements now or in the future appurtenant to the Premises) to Sublessee on the Commencement Date. During the Term, Sublessor covenants on behalf of itself and its respective successors and assigns to provide quiet and peaceable possession of the Premises to Sublessee subject to the provisions of this Sublease and the Lease referenced in Section 1.3. Sublessor warrants, to the best of its knowledge that the project is in compliance with the Americans with Disabilities Act as it existed at the effective date of this Sublease, and that Sublessee shall not be responsible for costs to bring the common areas of the building into compliance with the Americans with Disabilities Act.

**2.3 Access.** Sublessee shall have access to Premises and operating elevators twenty-four hours per day, 365 days per year. Sublessee shall have non-exclusive use of any common areas convenient to access or support the use of Premises (including but not limited to bathrooms, service areas, building lobby, hallways, stairways).

## 3 TERM.

**3.1 Term.** This Lease shall commence on July 1, 2015 and shall end on June 30, 2020.

**3.2 Renewal.** Sublessee, with written notice provided to Sublessor prior to January 1, 2020, shall be entitled to extend this Sublease from July 1, 2020 through June 30, 2025 ("Renewal Term"). For the Renewal Term, Sublessee shall pay \$18.40 per rentable square foot per year for the first year of the Renewal Term as Base Rent. Base Rent shall escalate 3% for each subsequent year of the Renewal Term.

**3.3 Cancellation of Term.** Sublessee, with written notice provided to Sublessor by no later than January 1, 2018, may terminate this Sublease on June 30, 2018. In the event Sublessee exercises this cancellation right in 2018, Sublessee shall pay Sublessor a fee of \$18,000 at the time of notice. Sublessee, with written notice provided to Sublessor by no later than January 1, 2019, may terminate this Sublease on June 30, 2019. In the event Sublessee exercises this cancellation right in 2019, Sublessee shall pay Sublessor a fee of \$10,000 at the time of notice.

## 4 RENT.

**4.1 Definition of Rent.** The word "**Rent**" includes the amount identified in Section 1.7 and other costs, if any, assigned to the Sublessee by this Sublease.

**4.2 Payment of Rent.** Sublessee agrees to pay Sublessor, without offset or deduction for any reason, the Rent for the Premises as and when provided herein.

**4.3 Date and Form of Rent Payments.** Rent for the first month shall be paid on or before the Commencement Date and on or before the first day of each subsequent month for the duration of the Term, and Renewal Term, unless otherwise expressly agreed in writing by both parties. Payment to Sublessor shall be made payable to "Bursar, University of Idaho", and mailed to "University of Idaho, ATTN: Oppenheimer Development Corporation, 877 Main St Suite 700, Boise ID 83702" or such different address or person as Sublessor shall provide to Sublessee by written notice.

**4.4 Partial Payments.** Acceptance by Sublessor of any partial payment of Rent shall not constitute a waiver of the obligation of the Sublessee to pay the full amount of the Rent payment then due.

## **5 OPERATION OF PREMISES.**

**5.1 Sublessee's Use of Premises.** Premises shall be occupied and used by Sublessee only for the Permitted Use and for no other purpose. Sublessee will not commit waste on the Premises, nor will it disfigure or deface any part of the building, grounds, or any other part or portion of the Premises, including fixtures. Sublessee further covenants that it will return the Premises at the termination of this Sublease to Sublessor in the same condition as originally received, reasonable wear and tear excepted.

**5.2 Sublessor's and Sublessee's Obligations.** Sublessor shall provide custodial, maintenance, and other building-wide services such as building alarm and security systems. Any other services are the responsibility of Sublessee, but shall be approved by Sublessor prior to initiation on Premises. Sublessor or Sublessor's contractor will perform all maintenance and repairs to Premises. Sublessee hereby acknowledges its acceptance of Premises in their existing condition and without tenant improvement or repair prior to occupancy. Any repairs or other work necessitated by the intentional conduct or omission of either party by its employees, agents, guests and invitees shall be paid exclusively by the party causing such repair or other work. Sublessee shall comply with all building rules and regulations as shown on Exhibit D. Sublessor shall notify Sublessee of any changes to these building rules and regulations made during the Term.

**5.3 Utilities.** Sublessor shall be responsible for and shall promptly pay all charges, when due, for water, natural gas, electricity, and any other utility or other service (excluding phone, cable television, and internet services used by Sublessee) used upon or furnished to the Premises. Sublessor shall provide HVAC on Monday through Saturday from 7:30 am to 10:00 pm. Should Sublessee require HVAC service outside the hours listed above, Sublessee shall pay at a rate consistent with the cost of providing the extra HVAC service. Unless failure or interruption of services is caused by the intentional act or omission of the Sublessor, Sublessor shall not be liable in damages or otherwise for any failure or interruption of (i) any utility service being furnished to the Premises, or (ii) the heating, ventilating and air conditioning system. No such failure or interruption, whether resulting from a casualty or otherwise, shall entitle Sublessee to terminate this Sublease or to abate the payments Sublessee is required to make under this Sublease, unless such failure or interruption is caused by the intentional act or omission of the Sublessor. For the purposes of this section "intentional act" shall not include events of failure or interruption required due to emergency or repair needs as reasonably determined by the Sublessor or proper building management authority. To the extent any interruption can be scheduled or otherwise anticipated, Sublessor shall provide Sublessee with no less than twenty-four hour notice prior to such interruption.

**5.4 Signs.** No permanent signs shall be installed to the Premises or improved by Sublessee without Sublessor's prior written consent, which consent may not be unreasonably withheld, delayed or conditioned. All such installation, replacement, improvement or maintenance of signs shall be at Sublessee's sole expense. All signs placed or maintained on the Premises are subject to and shall comply with all rules, applicable ordinances and public regulations (including standards and requirements established by the Civic Plaza Condominium Declaration). Subject to the specific consent described above, it is the Sublessor's intent to approve building signage in approximate proportion to Sublessee's share of occupancy of the building.

**5.5 Modification to Premises by Sublessee.** Sublessee shall neither make nor undertake any modification or improvement to the Premises unless and except Sublessor has given its prior written consent, which consent may not be unreasonably withheld, delayed or conditioned. In all events, such modification of the Premises shall comply with all of the following requirements:

(a) Sublessee shall supply Sublessor with a complete set of construction drawings for Sublessor's review and approval at least thirty (30) days prior to Sublessee's proposed commencement of any construction work; and

(b) Sublessee may perform construction as provided by Section 5.5 or Sublessee shall retain a licensed and bonded contractor, approved in writing by Sublessor, to perform any construction work (for alterations, repair of fire or casualty, or other construction). The contractor shall carry public liability and property damage insurance, standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, during the period of construction.

**5.6 Hazardous Material Use.** Sublessee and Sublessor shall not cause or permit any Hazardous Material to be brought upon, kept, used, disposed, or discharged, in, on, from or about the Premises by their agents, employees, contractors, customers, clients, guests or invitees except as incidental to Sublessee's permitted use of the Premises, and only in quantities that are less than the quantities that are required to be reported to governmental or other authorities under applicable law or regulations. Sublessor shall comply with all applicable laws and regulations regulating the use, reporting, storage, discharge and disposal of Hazardous Material. As used in the Sublease, the term "**Hazardous Material**" means any hazardous or toxic substance, material or waste that is or becomes regulated by any federal, state or local governmental authority or political subdivision. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" under applicable law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl ("PCB"), (v) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321), (vi) defined as a "hazardous waste" pursuant to Section 1004 of the Solid Waste Disposal Act (42 U.S.C. §6903), (vii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601), (viii) defined as a "regulated substance" pursuant to Section 9001 of the Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. §6991, (ix) considered a "hazardous chemical substance and mixture" pursuant to Section 6 of the Toxic Substance Control Act (15 U.S.C. § 2605), or (x) defined as a "pesticide" pursuant to Section 2 of the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136).

**5.7 Real and Personal Property Taxes.**

**5.7.1 Payment of Taxes.** Sublessee shall be responsible for payment of any personal property taxes levied against the Sublessee's or its sub-tenant's personal property.

**5.7.2 Tax on Rent.** Should any government impose a tax, assessment, gross receipts tax, transaction tax, privilege tax, sales tax or similar tax (other than an income or franchise tax) on the Rent, including taxes on any utility services, such taxes and assessments shall be paid by Sublessee.

**5.8 Covenant Against Liens.** Sublessee will not directly or indirectly create or cause to be created or to remain, and will promptly discharge, at Sublessee's sole expense, any mechanics' lien or similar lien against the Premises which is created or caused to be created by Sublessee's work on the Premises. Sublessee has no authority or power to cause or permit any mechanics' lien or similar lien created by act of Sublessee, operation of laws, or otherwise to attach to or be placed upon Sublessor's title or interest in the Premises. Any lien against the Sublessee shall attach only to Sublessee's leasehold interest in the Premises. Sublessee may contest, at Sublessee's sole expense, any lien, and the lien may remain pending resolution of the challenge. Sublessee shall indemnify and hold Sublessor harmless from any and all loss, damage or expense occasioned by the lien and shall provide such security as Sublessor may reasonably demand. If the lien is adjudged to be valid, Sublessee shall promptly pay and discharge the lien.



**5.9 Sublessor's Right of Entry.** Sublessor shall be entitled to enter the Premises in a manner that does not unreasonably interfere with Sublessee's permitted use of the Premises.

**5.10 Operating Expense and Cost Adjustment During Term.** Operating expenses for Premises are included in the Base Rent up to the amount of total actual operating expenses established in the 2014 calendar year ("Base Year Operating Expense"). The components and established amounts of Base Year Operating Expense are shown in Exhibit C and shall at no time include capital costs. Total building operating expenses (based on full building occupancy) shall be calculated by Sublessor at the end of 2015 and each calendar year of the Term (or any renewal terms) thereafter (or partial calendar year if permitted sublease termination or cancellation occurs before the end of any calendar year). Sublessee's share of building operating expenses is 2.91%. If during any calendar year the actual operating expenses for that year are greater than the Base Year Operating Expense, Sublessee shall pay its pro-rata share of the increase in actual operating expenses of the building for that year in which such actual operating expenses exceed Base Year Operating Expense. If the operating expenses of any year are less than the Base Year Operating Expense, Sublessee shall be credited with its pro-rata share of such decrease in actual operating expenses. The increase or decrease shall be referred to as the "Adjustment Amount". The Adjustment Amount shall be considered Rent and included as a single additional payment (or credit) within thirty days of billing (or payment) notification by Sublessor or Sublessor's billing agent. In the last year of the Sublease Term or Renewal Term, the Adjustment Amount shall be paid or credited upon notification of billing (or payment) for the Adjustment Amount which may be calculated and noticed after the Term and Sublease have expired. Expense information to support the determination of actual building operating expenses for each year, including the 2014 base year, shall be provided by Sublessor within a reasonable time upon request by Sublessee. Sublessee shall have the right to audit such operating expenses, and if such audit should prove an error of more than \$1000 for any year, such error shall be adjusted between the parties and, if the error causes an increase in operating expenses, Sublessee shall pay its pro-rata share of such increase to Sublessor. If the error causes a decrease in operating expenses, Sublessor shall credit the Sublessee its pro rata share of such decrease.

## **6 CHANGES IN THE PARTIES.**

**6.1 Relationship of Parties.** Nothing contained in this Sublease shall be construed as creating the relationship of principal or agent, partnership or joint venture. Neither the method of computation of Rent nor any other provision of this Lease, nor any act of the parties, shall be deemed to create any relationship other than that of tenant and landlord.

**6.2 Successors and Assigns.** This Sublease shall benefit and bind the successors and permitted assigns of the parties.

**6.3 Sublessee Assignment and Sub-Sublease of Premises.** Any assignment or sub-sublease shall be subject to the provisions of the Lease and other legally recorded covenants of restrictions, placed on the Premises. Subject to these limitations, Sublessee may, upon notice to but without written approval from Sublessor assign its interests under this Sublease, as amended, to (a) any entity resulting from a merger or consolidation with Sublessee, (b) any entity succeeding to the business and assets of Sublessee, or (c) any affiliated subsidiary or related company of Sublessee. Aside from these listed exceptions, Sublessee may NOT assign or sublet all or a part of its interests in this Sublease as amended unless Sublessee first obtains the written consent of Sublessor, which consent shall be based upon Sublessor's determination that the new party's business and activities and intended use of the Premises are in Sublessor's reasonable judgment consistent with the current occupancy of the remaining building. Sublessor's consent based upon this judgment shall not be unreasonably withheld or delayed. Any losses or profits sustained from such sub-sublease shall accrue to the Sublessee.

**6.4 Sublessor's Transfer.** Sublessor may sell, assign or otherwise transfer the Premises. If Sublessor should sell, transfer, or terminate Sublessor's interest in the Premises, then effective with the date of the sale, transfer, or termination, Sublessor shall be released and discharged from any and all further obligations and responsibilities under this Sublease (except those already accrued) upon written assumption by the buyer or transferee of Sublessor's liabilities under this Sublease.

**6.5 Attornment.** Sublessee shall attorn to, and recognize as successor Sublessor under this Sublease, any person that purchases or obtains title to the Premises or to Sublessor's leasehold pursuant to a conveyance by Sublessor.

**6.6 Subordination.** Sublessee agrees that this Sublease is and shall remain subordinate to the Lease and any subsequent mortgage or deed of trust encumbering the Premises, together with any renewals, modifications or extensions of subsequent mortgages or deeds of trust. This subordination is self-operative without the need for any further document or instrument. Upon Sublessor's request, Sublessee shall execute reasonable instruments that are reasonably required to subordinate this Sublease to mortgages or deeds of trust made by Sublessor or the Idaho State Building Authority.

**6.7 Estoppel Certificate.** From time to time upon not less than fifteen (15) business days prior written request by a party, the other party will deliver to the requesting party a certificate in writing stating, if accurate (i) that this Sublease is unmodified and in full force and effect (or that the Sublease as modified is in full force and effect, describing the modifications), (ii) that the rents and other charges have been paid to date, and (iii) that the requesting party is not in default under any provision under this Sublease (or, if in default, the nature of the default). If the party shall fail to respond within thirty (30) business days of receipt the written request for the estoppel certificate, the party shall be deemed to have given the certificate without modification.

## **7 LOSS AND DAMAGE TO PREMISES.**

**7.1 Sublessee's Possession at Own Risk.** Sublessee covenants and agrees that neither Sublessor nor its agents shall be liable in any way for personal injuries or property damages sustained by Sublessee, its employees, visitors, or by any occupant of the subleased Premises, or by any other persons or organizations claiming through Sublessee, resulting from the condition, state of repair, or use of the subleased Premises, or any part thereof, or of any equipment therein or appurtenances thereto, or resulting from any act or negligence of Sublessee or of any other person or persons excepting the Sublessor or its agent. Neither Sublessor nor its agents shall be liable for damage to Sublessee's personal property or for any loss suffered by Sublessee caused in any manner whatsoever, except when Sublessor or its agents willfully or negligently causes such damage or loss.

**7.2 Insurance.** As provided by the underlying Lease, the State of Idaho maintains an insurance policy (or policies) insuring the Premises. Sublessee shall obtain the following types and amounts of insurance: i) Commercial General and Umbrella Liability Insurance, maintaining commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence and in the aggregate, ii) CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract, iii) Sublessee shall maintain Automobile Liability in the amount of \$1,000,000 Combined Single Limit, such coverage shall include Non-Owned and Hired Car coverage, and iv) Sublessee shall maintain all statutorily required Workers Compensation coverages, including Employer's Liability, at minimum limits of \$100,000 / \$500,000 / \$100,000. Sublessee's insurer's shall have a Best's rating (or equivalent) of AV or better and be licensed and admitted in Idaho. Sublessee shall furnish Sublessor with a certificate of insurance executed by a duly authorized representative of each insurer,

showing compliance with the insurance requirements set forth below. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Sublessor may choose to maintain. The certificate of insurance shall list the Sublessor as "State of Idaho and the Board of Regents of the University of Idaho, Attn: Risk Management, 875 Perimeter Dr MS 3162, Moscow ID 83844-3162" as the Certificate Holder. All certificates shall provide for thirty days' written notice to Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate. All policies shall name Certificate Holder as an additional insured. Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of Sublessee's obligation to maintain such insurance. Failure to maintain the required insurance may result in default as provided herein. By requiring this insurance, Sublessor does not represent that coverage and limits will necessarily be adequate to protect Sublessee, and such coverage and limits shall not be deemed as a limitation on Sublessee's liability under the terms of this Sublease as amended.

**7.3 Sublessee's Personal Property Insurance.** No insurance is provided by Sublessor for Sublessee's personal property. Sublessee shall insure and be solely responsible for insurance coverage on personal property, of every kind or nature, which is not part of the Premises or owned by Sublessor. Sublessee shall, at Sublessee's sole cost and expense, either obtain the insurance Sublessee deems advisable, or shall be deemed to be self-insured. Sublessee waives all rights on insurance purchased by the Sublessor (if any).

**7.4 Waiver of Subrogation.** To the extent permitted by their respective insurers, Sublessor and Sublessee (and each person claiming an interest in the Premises through Sublessor or Sublessee) release and waive their entire right of recovery against the other for direct, incidental or consequential or other loss or damage arising out of, or incident to, the perils covered by property insurance carried by each party, whether due to the negligence of Sublessor or Sublessee. If necessary, all insurance policies may be endorsed to evidence this waiver.

**7.5 Effect of One Party's Actions on Other Party's Insurance.** Neither party shall do or permit to be done anything that shall invalidate any insurance carried by the other party.

**7.6 Condemnation.** Subject to the provisions of Section 10.1 of the Lease (as defined in Section 1.3 of this Sublease), if any material portion of the Premises is permanently condemned or taken under any governmental law, ordinance or regulation, by right of eminent domain, or by deed in lieu, then either party may, at its sole option and upon written notice to the other given within fourteen (14) days following the date the condemning authority takes title or possession, whichever comes first ("date of taking"), terminate this Sublease effective on the date of taking. For purposes of this Section 7.6, a "material" portion of the building means such portion of the building as would render the remaining portion of the building insufficient for Sublessee's continuing needs. Upon receipt of notice of any proposed condemnation, the receiving party shall promptly notify the other party. Sublessor may reserve all rights to damages to the Premises for any taking or condemnation of all or any portion of the Premises.

**7.7 Damage or Destruction of Premises.** In the event of damage to or destruction of the improvements to the Premises by fire or other casualty, except for damage caused by the negligence or willful act or omission of Sublessee, and subject to the terms of the underlying Lease, the Sublessor may at its option either (a) promptly repair such damage or cause such damage to be repaired, in which event the Sublease shall continue in full force and effect, or (b) terminate the Sublease as of the date of such damage, by giving Sublessee written notice thereof within thirty (30) days of the damage. In the event the damage is caused by the negligence or willful act or omission of the Sublessee, Sublessee shall be obligated to provide insurance proceeds to the extent such proceeds are available to repair, restore or rebuild and Sublessee shall deliver all insurance proceeds and/or assign any causes of action it may possess against any person or entity to Sublessor. If Sublessor elects to proceed under subsection (a)

above, during the period of damage, distribution, repair, restoration or rebuilding, this Sublease shall remain in effect; and there shall be no abatement of rent provided, however, Sublessee shall be entitled to recoup any loss of use over the twelve (12) months following restoration of the Premises.

## **8 DEFAULT BY SUBLESSEE OR SUBLESSOR.**

**8.1 Default by Sublessee.** Sublessee shall be in default under this Sublease if any of the following occur: (i) Sublessee fails to pay when due any Rent or other payment required to be paid by Lessee under this Sublease; (ii) Sublessee fails to perform or observe any other covenant, agreement or condition which Sublessee is required to perform or observe and the failure shall not be cured within thirty (30) calendar days after delivery of written notice to Sublessee of the failure (or, if the cure cannot be effected within the thirty day period, then within the additional period of time as may be required to cure the default provided Sublessee is diligently and continuously pursuing the cure to completion); (iii) Sublessee is named as a debtor in any voluntary or involuntary bankruptcy proceeding; (iv) substantially all of Sublessee's assets are placed in receivership or are subjected to attachment or other judiciary seizure; (v) Sublessee makes or suffers a general assignment for the benefit of creditors; or (vi) Sublessee vacates all or a substantial portion of the Premises and also ceases payment of rent for any portion of the Premises.

**8.2 Remedies of Sublessor.** In the event of Sublessee's default as set forth in Section 8.1, Sublessor shall have the remedies set forth in this Sublease by the giving of prior written notice to Sublessee at any time during the continuance of the event of default. Sublessor's remedies are cumulative and not alternative remedies.

**8.2.1 Legal and Equitable Remedies.** Sublessor and Sublessee shall have all remedies available at law or in equity.

**8.2.2 Termination of Sublease.** In the event of a Sublessee default, in addition to all other rights and remedies available to Sublessor in law and equity, Sublessor may (i) change the locks and lock the doors to the Premises and exclude Sublessee from the Premises, (ii) enter the Premises and remove all persons and personal property therefrom without being liable for prosecution or any claim for damages for the removal, (iii) declare the Sublease terminated, (iv) commence litigation for the Rent due and to become due under the Sublease, and for any damages sustained by Sublessor, (v) continue the Sublease in effect and re-let the Premises on such terms and conditions as Sublessor may deem advisable, and (vi) hold the Sublessee liable for the Rent, the reasonable cost of obtaining possession of the Premises, the reasonable cost of reletting the Premises (including attorney's fees, broker's commissions and tenant improvements), less the Rents actually received from the reletting, if any.

**8.2.3 Advance.** In the event of Sublessee's default, Sublessor may remedy the default for the account and at the expense of Sublessee. If Sublessor at any time, by reason of the default, is compelled to pay, or elects to pay, any money or do any act which will require the payment of any money, or is compelled to incur any expense, including reasonable attorneys' fees, in instituting or prosecuting any action or proceeding to enforce Sublessor's rights under this Sublease, the money paid by Sublessor, with interest from the date of payment, shall be additional rent and shall be due from Sublessee to Sublessor as Rent.

**8.2.4 Interest on Delinquent Sums.** Whenever any sum due under this Sublease is not paid when due, it shall bear interest thereafter at five percent (5%) per annum.

**8.3 Default by Sublessor.** Sublessor shall be in default under this Sublease if Sublessor fails to supply agreed to services or otherwise perform or observe any covenant, agreement or condition which Sublessor is required to perform or observe and the failure shall not be cured within thirty (30) calendar days after delivery of written notice to Sublessor by Sublessee of the failure (or, if the cure cannot be

effected within the thirty-day period, then within the additional period of time as may be required to cure the default provided Sublessor is diligently and continuously pursuing the cure to completion).

**8.4 Remedies of Sublessee.** In the event of Sublessor's default as set forth in Section 8.3, Sublessee shall have all rights provided at law or in equity. Sublessee's obligation to pay Rent is independent of all other rights, and Sublessee may not withhold Rent from Sublessor or pay Rent to other parties or into any escrow or holding account because of the default or alleged default of Sublessor.

## **9 TERMINATION OF SUBLEASE.**

**9.1 Events of Termination.** This Sublease shall terminate upon the occurrence of one or more of the following events: (i) by mutual written agreement of Sublessor and Sublessee; (ii) by Sublessor pursuant to the express provisions of this Sublease; (iii) by Sublessee pursuant to the express provisions of this Sublease; (iv) upon expiration of the Term (or exercised renewal terms) of this Sublease; (v) by reason of Section 7.6 or 7.7 relating to condemnation or destruction of the Premises.

**9.2 Surrender of Possession.** Upon termination of this Sublease, Sublessee will immediately surrender possession of the Premises to Sublessor. If possession is not immediately surrendered, Sublessor may, in compliance with the laws of the State of Idaho, re-enter and repossess the Premises and remove all persons or property.

**9.3 Holding Over.** If Sublessee fails to deliver actual possession of the Premises to Sublessor upon termination of this Sublease, Sublessor shall have all remedies available at law or in equity to a lessor or sublessor of real property in the State of Idaho, plus the following remedies: (i) Sublessor may recover damages from Sublessee in an amount equal to (a) the Rent applicable immediately prior to termination for each full or partial month that Sublessee fails to deliver actual possession of the Premises to Sublessor, and (b) all damages sustained by Sublessor by reason of Sublessee's failure to deliver actual possession of the Premises to Sublessor (including attorney's fees); or (ii) Sublessor may accept Sublessee's failure to deliver actual possession of the Premises to Sublessor as an irrevocable offer by Sublessee to renew this Sublease for a month to month period and shall entitle Sublessor to 150% of the prepaid Base Rent for the period that Sublessee fails to deliver actual possession of the Premises to Sublessor.

**9.4 Condition of Premises Upon Termination.** Sublessee, upon termination or abandonment of this Sublease or termination of Sublessee's right of possession, agrees as follows:

**9.4.1 Removal of Property.** Except as permitted by this Sublease, Sublessee shall not remove any alterations, improvements or additions made to the Premises by Sublessee or others, without the prior written consent of Sublessor, which consent may be withheld for any reason or for no reason. Upon termination, or within seven days thereafter, Sublessee shall remove, in a good and workmanlike manner, all personal property (including system furniture which may be attached to Premises) of Sublessee. Sublessee shall promptly repair all damage occasioned by such removal in a good and workmanlike manner. If Sublessee fails to remove any property, Sublessor may (i) accept the title to the property without credit or compensation to Sublessee, or (ii) remove and store the property, at Sublessee's expense, in any reasonable manner that Sublessor may choose.

**9.4.2 Restoration of Premises.** Sublessee shall restore the Premises to a broom clean condition and in the condition existing on the Commencement Date, with the exception of (i) ordinary wear and tear, and (ii) alterations, improvements and additions which Sublessor approved in writing prior to installation and which Sublessor has not directed Sublessee in writing to remove. If Sublessee fails to properly restore the Premises, Sublessor, at Sublessee's expense, may restore the Premises in any reasonable manner that Sublessor may choose.

## 10 CLAIMS AND DISPUTES.

**10.1 Rights and Remedies Cumulative.** Except where expressly provided otherwise in this Sublease, each party's rights and remedies described in this Sublease are cumulative and not alternative remedies.

**10.2 Non-waiver of Remedies.** A waiver of any condition stated in this Sublease shall not be implied by any neglect of a party to enforce any remedy available by reason of the failure to observe or perform the condition. A waiver by a party shall not affect any condition other than the one specified in the waiver and a waiver shall waive a specified condition only for the time and in the manner specifically stated in the waiver. The acceptance by Sublessor of rent or other money from Sublessee after termination of the Sublease, after termination of Sublessee's right of possession, after the occurrence of a default, or after institution of any remedy by Sublessor shall not alter, diminish, affect or waive the Sublease termination, termination of possession, default or remedy.

### 10.3 Indemnification.

**10.3.1 By Sublessor.** Subject to the limits of liability specified in Idaho Code 6-901 through 6-929, known as the *Idaho Tort Claims Act*, Sublessor agrees to indemnify and hold harmless Sublessee, its agents and assigns, from and against any and all claims, losses, damages, injuries, liabilities, and costs, including reasonable attorneys' fees, court costs and expenses and liabilities incurred in or from any such claim, arising as a direct result of Sublessor's possession, operations or performance under this Sublease and which are caused by the sole negligence of Sublessor, its agents and assigns. Sublessor shall promptly notify Sublessee of any such claims of which it has knowledge and shall cooperate fully with Sublessee or its representatives in the defense of the same. This indemnification does not apply when such claims, damages, costs, liabilities, and expenses are the result of negligence on the part of the Sublessee, its agents or assigns.

**10.3.2 By Sublessee.** Sublessee agrees to indemnify and hold harmless Sublessor, its agents and assigns, from and against any and all claims, losses, damages, injuries, liabilities, and costs, including attorneys' fees, court costs and expenses and liabilities incurred in or from any such claim, arising as a direct result of Sublessee's possession, operations or performance under this Sublease and which are caused by the sole negligence of the Sublessee, its agents or assigns. Sublessee shall promptly notify the Sublessor of any such claims of which it has knowledge and shall cooperate fully with the Sublessor or its representatives in the defense of the same. This indemnification does not apply when such claims, damages, costs, liabilities, and expenses are the result of negligence on the part of the Sublessor, its agents or assigns.

### 10.4 Hazardous Material Indemnification

**10.4.1 By Sublessor.** During and after the Term of this Sublease, and subject to the limits of liability specified in Idaho Code 6-901 through 6-929, known as the *Idaho Tort Claims Act*, Sublessor shall indemnify and hold Sublessee harmless from any and all costs (including costs of remediation or clean-up and any proceedings related thereto), claims, judgments, damages, penalties, fines, liabilities or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or useable space or any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of Sublessor's breach of the obligations stated in Section 5.6 regarding Hazardous Material. This indemnification of Sublessee by Sublessor includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or

under the Premises. Without limiting the preceding, if the presence of any Hazardous Material on the Premises caused or permitted by Sublessor results in any contamination of the Premises, Sublessor shall promptly take all actions at Sublessor's sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any Hazardous Material to the Premises.

**10.4.2 By Sublessee.** During and after the Term of this Sublease, Sublessee shall indemnify and hold Sublessor harmless from any and all costs (including costs of remediation or clean-up and any proceedings related thereto), claims, judgments, damages, penalties, fines, liabilities or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or useable space or any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of Sublessee's breach of the obligations stated in Section 5.6 regarding Hazardous Material. This indemnification of Sublessor by Sublessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises. Without limiting the preceding, if the presence of any Hazardous Material on the Premises caused or permitted by Sublessee results in any contamination of the Premises, Sublessee shall promptly take all actions at Sublessee's sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any Hazardous Material to the Premises.

**10.5 Effect of Sublessor's Insurance on Sublessee's Obligation.** From time to time and without obligation to do so, Sublessor may purchase insurance against damage or liability arising out of or related to the Premises. The purchase or failure to purchase insurance shall not release or waive the obligations of Sublessee set forth in this Sublease. Sublessee waives all claims on insurance purchased by Sublessor. Sublessee's insurance shall be the primary insurance for claims which are the responsibility of the Sublessee as provided by this Sublease, notwithstanding Sublessor's purchase of any additional or supplemental insurance coverage.

**10.6 Dispute Resolution.** If the parties disagree regarding the performance of this Sublease, then the parties agree to engage in direct discussions to settle the dispute. If the disagreement cannot be settled by direct discussions, then the parties may agree to attempt to settle the disagreement in an amicable manner by mediation. Thereafter, any unresolved disagreement arising from or relating to this Sublease or a breach of this Sublease shall be resolved as provided by law. The provisions of this Section 10.6 shall not apply to disputes arising from Sublessee's default in the performance of any obligation to pay Rent.

**10.7 Attorney Fees and Costs.** If a party is in default under this Sublease, then the defaulting party shall pay to the other party reasonable attorney fees and costs (i) incurred by the other party after default and referral to an attorney and (ii) incurred by the prevailing party in any litigation (including any reasonable attorney fees on appeal).

**10.8 Interpretation.** The law of the State of Idaho shall govern this Sublease. The courts in the State of Idaho shall have exclusive jurisdiction. The invalidity of any portion of this Sublease shall not affect the validity of any other portion of this Sublease. This Sublease constitutes the entire, completely integrated agreement among the parties and supersedes all prior memoranda, correspondence, conversations and negotiations. Whenever the consent of either party is required to an action under this Sublease, consent shall not be unreasonably withheld or delayed, unless otherwise expressly provided.

**11 GENERAL PROVISIONS.**

**11.1 Notices.** All notices of any kind and for any purpose under this Sublease shall be in writing and shall be deemed to be delivered on the date of delivery if delivered in person or by fax, or on the date of receipt if delivered by U.S. Mail or express courier. Proof of delivery shall be by affidavit of personal delivery, machine generated confirmation of fax transmission, or return receipt issued by U.S. Postal Service or express courier. Notices shall be addressed to the address set forth below:

**Sublessee:**

St Luke's Regional Medical Center, Ltd.  
190 E Bannock St  
Boise ID 83712  
Attn: Chris Roth

With a copy to:

St Luke's Health System, Ltd  
190 E Bannock St  
Boise ID 83712  
Attn: Legal Department

**Sublessor:**

Regents of the University of Idaho  
Vice President for Finance and Administration  
PO Box 443168  
Moscow ID 83844-3168

**11.2 Brokers.** Each party hereto represents and warrants to the other party that the representing party has no arrangement with any realtor, broker or agent in connection with the negotiations of this Sublease other than Sublessee's use of Collier's International as its exclusive representative for such brokerage services. Sublessor shall be required to pay 3% of the total Base Rent for the fourth and fifth years of the Term to Collier's International. Payment by Sublessor shall be made upon billing from Collier's International. Each party agrees to defend, indemnify and hold the other party harmless from any cost, expense or liability for any compensation, commission or charges claimed by any realtor, broker or agent other than that listed above arising out of the actions of the indemnifying party with respect to this Sublease.

**11.3 Non-recording.** This Sublease shall not be recorded. A Memorandum of Sublease executed by both parties hereto may be recorded.

**11.4 Time is of the Essence.** Time is of the essence with respect to the obligations to be performed under this Sublease.

**11.5 Equal Opportunity.** Each party agrees not to discriminate against any employee or applicant for employment in the performance of this Sublease, with respect to tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. Breach of this covenant may be regarded as a material breach of this Sublease.



**11.6 Non-use of Names and Trademarks.** No party to this Sublease shall, without express written consent in each case, use any name, trade name, trademark, or other designation of any other party hereto (including contraction, abbreviation, or simulation) in advertising, publicity, promotional, or similar activities or context.

**12 SIGNATURES.**

Sublessor:

Board of Regents of the University of Idaho

Dated: \_\_\_\_\_, 2015

By: \_\_\_\_\_  
Ronald E. Smith,  
Vice President Finance and Administration

Sublessee:

ST Luke's Regional Medical Center, Ltd

Dated: \_\_\_\_\_, 2015

By: \_\_\_\_\_

Exhibit A to Sublease  
Board of Regents University of Idaho/St Lukes

**FACILITIES LEASE  
(Idaho Water Center)**

THIS FACILITIES LEASE is entered into and is effective as of the 17th day of December, 2002, between the IDAHO STATE BUILDING AUTHORITY (the "Authority"), as lessor, the STATE OF IDAHO (the "State") acting through the DEPARTMENT OF WATER RESOURCES ("IDWR"), the IDAHO WATER RESOURCE BOARD (the "Water Board"), the DEPARTMENT OF ADMINISTRATION ("DOA"), and THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO (the "University"), each of which are state bodies as defined in the Idaho State Building Authority Act, as lessee.

**RECITALS**

A. The Authority was created by the Idaho State Building Authority Act, Title 67, chapter 64, Idaho Code (the "Act"), to finance, construct, and operate facilities for the purposes set forth in the Act; and

B. The Authority is empowered by the Act, among other powers, to acquire property; to enter into agreements with any agency, board, department or commission of the State of Idaho in furtherance of the purposes of the Act, including the acquisition, development, maintenance, operation, and financing of any facility; to provide for the construction, reconstruction, improvement, alteration, or repair of any facility or part thereof; and to lease such facilities to a state body as defined in the Act; and

C. In accordance with the provisions of Idaho Code, Section 67-6410(a), the Idaho Legislature, pursuant to House Concurrent Resolution No. 60, Second Regular Session of the Fifty-Sixth Legislature has authorized the University and IDWR as state bodies under the Act to enter into agreements with the Authority as may be reasonable and necessary for the purpose of providing financing and development of office, research and educational facilities for their use ; and

D. The Water Board is a party to this Facilities Lease because of its power to contract on behalf of IDWR; and

E. The DOA is a party to this Facilities Lease pursuant to Section 67-5708, Idaho Code.

F. The Authority will enter into an agreement with Ada County, Idaho (the "County") providing for the Authority to acquire from the County that certain Civic Plaza Condominium Unit No. 101 ("Unit No. 101") under that certain Declaration of Covenants and Restrictions Establishing a Plan of Ownership For Civic Plaza Condominiums recorded on October 9, 2002 as Instrument No. 102116495 (the "Civic Plaza Condominium Declaration"), such Unit No. 101 constituting the site upon which the Authority will undertake the construction of a building known as the "Idaho Water Center;" and

G. The University will enter into a Parking Access Agreement (the "Parking Access Agreement"), with the Urban Renewal Agency of the City of Boise, also known as Capital City

Development Corporation ("CCDC") providing for parking access for the use of the State in certain public parking facilities operated and to be operated by CCDC.

H. The Authority will enter into a sublease agreement (the "Fleet Space Sublease") with CCDC providing for the lease of those certain Civic Plaza Condominium Unit Nos. 302A and 302B ("Unit Nos. 302A and 302B") under the Civic Plaza Condominium Declaration, such Units Nos. 302A and 302B constituting the site of secure fleet parking and related facilities.

I. The Authority intends to finance the cost of acquisition of the Facilities (as defined herein) and related costs by the issuance of bonds or other evidences of indebtedness as authorized by the Act; and

J. The State will lease the Facilities from the Authority to be used and occupied upon the terms and conditions set forth in this Facilities Lease.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants set forth herein, the parties agree:

#### ARTICLE 1 FINDINGS AND DECLARATION

**Section 1.1 Findings.** The Authority has found and declared, in accordance with Section 67-6410(c), Idaho Code, that the Facilities will be of public use and will provide a public benefit to the people of the State of Idaho.

**Section 1.2 Declaration.** The parties agree and acknowledge that the Recitals contained in this Facilities Lease are true and are incorporated into this Facilities Lease as if set forth in full. This Facilities Lease shall constitute the agreement of the Authority to provide the Facilities as required by Section 67-6410(b), Idaho Code.

#### ARTICLE 2 DEFINITIONS

The terms used herein shall have the following meanings:

A. "**Act**" shall mean Chapter 64, Title 67, Idaho Code, as it now exists and as it may hereafter be amended and supplemented.

B. "**Annual Rent**" shall mean, with respect to the initial term of this Facilities Lease and each renewal term thereof, the Basic Rent and Additional Rent determined in accordance with Article 6 hereof due and payable by the State to the Authority with respect to the Facilities for such lease term.

C. "**Authority**" shall mean the Idaho State Building Authority, an independent public body corporate and politic of the State of Idaho, created by and existing under the Act.

D. "**Bonds**" shall mean the portion of any bond or bonds, note or notes, or other evidences of indebtedness, including the State Building Revenue Bonds, Series 2003A (the "Series 2003A Bonds") and the State Building Revenue Bonds (Taxable) Series 2003B (the "Series 2003B Bonds") issued by the Authority for the purpose of financing the Cost of Acquisition and

Construction and bonds or notes issued to refinance all or any part thereof and any bonds or notes issued to finance any additions, modifications or replacements of the Facilities from time to time hereafter.

E. **"Bond Resolution"** shall mean the resolution or resolutions of the Authority, as amended and supplemented, authorizing the issuance of Bonds.

F. **"Civic Plaza Condominium Declaration"** shall mean the Declaration of Covenants and Restrictions Establishing a Plan of Ownership for Civic Plaza Condominiums recorded on October 9, 2002, as Instrument No. 102116495, records of Ada County, Idaho.

G. **"Code"** means the Internal Revenue Code of 1986, as amended, regulations thereunder and rulings and judicial decisions interpreting or construing the Code.

H. **"Cost of Acquisition and Construction"** shall mean any proper and reasonable cost, whether or not specifically mentioned herein, of acquisition, development and design and construction of the Facilities, including fixtures and machinery, apparatus and equipment; engineering and architectural services, designs, plans, specifications and surveys; planning, analysis, project management, administration, inspection and similar services in connection with the Facilities; acquisition or lease of any land or interest therein for use in connection therewith; preparation of the sites thereof and of any land to be used in connection therewith; any indemnity and surety bonds and insurance premiums; allocable administrative and general expenses of the Authority; allocable portions of legal fees, audits, fees and expenses of any trustees, depositories and paying agents, financial advisors, underwriters and others for the Bonds; issuance of the Bonds, interest on and other financing charges, and fees and expenses of other advisors and consultants necessary or appropriate in connection therewith; the payment of any Bonds of the Authority (including any interest and redemption premiums) issued to temporarily finance the payment of any item or items of cost of the Facilities; expenses necessary or incidental to determining the feasibility or practicability of the Facilities; and all other reasonable expenses not specified herein as may be necessary or incidental to the development, design, construction and acquisition of the Facilities, the financing thereof, and the placing of the same in use and operation.

I. **"Facilities"** shall mean Unit No. 101, Unit Nos. 302A and 302B, and any limited common area related to such units further described in Exhibit A hereto and the building and facilities to be built on Unit No. 101 which Facilities shall be commonly known as the "Idaho Water Center," together with the parking and related facilities to be constructed on Unit Nos. 302A and 302B and all equipment, fixtures, improvements, appurtenances, and other facilities to be designed and constructed thereon or installed therein. This definition of Facilities is intended to refer at all times to the real and personal property interests leased by the Authority to the State hereunder. Accordingly, if at any time Option Space is acquired through the exercise of an option to purchase granted hereunder, such portion of the Facilities comprising the Option Space will thereupon cease to be included in the definition of Facilities.

J. **"Facilities Lease"** shall mean this Facilities Lease, including any amendments or supplements thereto.

K. **"Fiscal Year"** shall mean the twelve-month period of each year beginning July 1 and ending on the following June 30.

L. **"IDWR Rent"** shall mean the portion of the Annual Rental IDWR is obligated to pay as provided in the Operating Agreement.

M. **"Insurer"** shall mean XL Capital Assurance Inc., a New York stock insurance company, as insurer of the Bonds.

N. **"Operating Agreement"** shall mean the operating agreement, dated as of December 17, 2002, between the IDWR, the Water Board and the University, which shall provide for the division between the IDWR and the University of all rights and obligations of the State as the lessee under this Facilities Lease.

O. **"Operating Costs"** shall mean the Authority's expenses (including reasonable reserves for such expenses) for condominium assessments, allocable administration and general expenses of the Authority, expenses for maintenance and repairs, insurance premiums, utility charges, legal, financial, architectural and engineering expenses, fees and expenses of fiduciaries under the Bond Resolution, bond insurance, guaranty and/or letter of credit fees, interest and finance charges, and any other expenses or contingencies to be paid or provided for by the Authority, all to the extent properly attributable to the Facilities and payable by the Authority. Operating Costs shall not include any Cost of Acquisition and Construction or any provision for depreciation, amortization or similar charges or any expenses for maintenance and repairs, utility services or insurance paid for or provided by the State pursuant to this Facilities Lease.

P. **"Option Space"** shall mean a portion of the Facilities not to exceed twelve percent (12%) of the "Net Rentable Square Footage" (as determined under standards established by the Building Owner Managers Association) of the Facilities to be conveyed to the State upon exercise of an option under Article 11 hereof.

Q. **"Unit No. 101"** shall mean Civic Plaza Condominium Unit No. 101 under the Civic Plaza Condominium Declaration on which the Facilities shall be constructed, as further described in Exhibit A hereof.

R. **"Unit Nos. 302A and 302B"** shall mean Civic Plaza Condominium Unit No. 302A and Unit No. 302B under the Civic Plaza Condominium Declaration on which secure fleet parking and related facilities shall be built, as further described in Exhibit A hereof.

S. **"University"** shall mean the Regents of the University of Idaho, a body politic and corporate organized under the Constitution and laws of the State of Idaho.

T. **"University's Rent"** shall mean the portion of the Annual Rent the University is obligated to pay as provided in the Operating Agreement.

### ARTICLE 3 LEASE OF PROJECT; TERM OF LEASE

#### Section 3.1 Lease of Facilities.

(1) The Authority hereby leases the Facilities to the State for its use in furtherance of the public benefit, and the State hereby leases the Facilities from the Authority on the terms and conditions set forth herein. Through the Operating Agreement, IDWR and the University

have allocated between each other the rights and obligations of the State as the lessee under this Facilities Lease. The State shall provide notice of such allocation to the Authority consistent with the Operating Agreement, and the Authority agrees to abide by such allocation for all purposes hereunder, except that in the absence of such notification, the Authority may treat the University as the primary contact for all issues relating to this Facilities Lease.

(2) The DOA is a party to and approves this Facilities Lease solely pursuant to Section 67-5708, Idaho Code. Nothing in this Facilities Lease, nor the DOA's being a party to it, shall obligate nor shall be deemed to obligate the DOA to make any payment of Annual Rent or any other payment related to the Facilities resulting from or related to this Facilities Lease. Annual Rent is to be paid solely in the manner described in Section 6.2 hereof.

**Section 3.2 Term of Lease.** This Facilities Lease shall be in full force and effect from the effective date hereof. The initial term of this Facilities Lease shall extend from the effective date hereof through June 30, 2004. The State shall have the option to renew this Facilities Lease in accordance with the provisions hereof for successive Fiscal Years thereafter and each such renewal of this Facilities Lease shall be deemed to be exercised, automatically and without further action by the State, unless the State shall notify the Authority in writing of its intent not to renew this Facilities Lease not later than ten (10) months prior to the expiration of any lease term.

**Section 3.3 Compliance with the Fleet Space Sublease.** The State hereby agrees that it will comply with the Fleet Space Sublease.

#### ARTICLE 4 ACQUISITION, DEVELOPMENT AND FINANCING

**Section 4.1 Acquisition and Development of Facilities.** The Authority agrees to acquire real property by purchase or lease for use as the site of the Facilities and to diligently undertake development of the Facilities and to enter into agreements for project management, design, construction, and installation of improvements, fixtures and equipment of the Facilities.

**Section 4.2 Idaho Water Center Condominium.** The Authority agrees to use its best efforts to cause Unit No. 101 to be subdivided as a condominium into separate condominium units. Within a reasonable time following substantial completion of the construction of the Facilities, the Authority will create a condominium of Unit No. 101, including the platting thereof and the preparation of a condominium declaration to be approved by the Authority, the State and the Insurer, which will, upon the proper recording thereof, create the Idaho Water Center Condominiums (the "IWC Condominiums") and the separate units therein.

**Section 4.3 Financing of Facilities by the Authority.** The Authority agrees to finance the Cost of Acquisition and Construction of the Facilities by the issuance of Bonds as authorized by the Act. The Authority may from time to time refinance or refund such Bonds as the Authority may deem appropriate; provided the Authority shall not refinance or refund such Bonds without the written consent of the State if to do so would increase the Basic Rent due hereunder. The Authority shall give written notice to the State of its intent to refinance or refund such Bonds.

**Section 4.4 Bond Anticipation Notes.** The Authority may issue bond anticipation notes payable from proceeds of Bonds.

ARTICLE 5  
USE OF FACILITIES

**Section 5.1 Use of Facilities**

With the written consent of the Authority and the Insurer, which shall not be unreasonably withheld, the State may enter into agreements with other entities including private entities and federal and local government entities ("Other Entities") for the operation and/or maintenance of the Facilities or for the sublease, use or occupancy of portions of the Facilities by Other Entities upon the following conditions:

(a) the nature and extent of the proposed agreements with Other Entities shall not, either collectively or individually, adversely affect the tax-exempt status of the Series 2003A Bonds;

(b) such proposed agreements, subleases, users or uses, both collectively and individually, shall be compatible with, and complementary to, the interests in, and uses of, the Facilities by the State; and

(c) such proposed agreements, subleases, users or uses do not violate or contravene any term or provision of this Facilities Lease and are subject to the terms of this Facilities Lease, including without limitation, the provision that the term of any sublease shall expire at the end of the term of this Facilities Lease.

In the event the State desires to enter into agreements with Other Entities relating to the Facilities, the State shall request the Authority's and the Insurer's consent thereto by written notice to the Authority and the Insurer setting forth a complete description of (a) the Other Entity, (b) the proposed services or uses to be provided by or made available to the Other Entity, (c) the proposed agreements or subleases, and (d) the proposed compensation or benefit to be provided to the Other Entity. The Authority and the Insurer shall approve such requests in accordance with the provisions of Section 5.1(a) through (c) above, and subject to such additional terms as shall be agreeable by the Authority, the State and the Other Entity.

ARTICLE 6  
RENT

**Section 6.1 Payment of Annual Rent.** In consideration of the lease of the Facilities, the State shall pay to the Authority, in advance and without any set off or deduction whatsoever, the following Annual Rent:

(1) For the period of the initial term of this Facilities Lease in the Fiscal Year ending June 30, 2004, the State shall pay no Annual Rent.

(2) For the renewal term of this Facilities Lease commencing July 1, 2004 and for each annual renewal term thereafter, the State shall, within 30 calendar days following the commencement of such renewal terms, pay in advance:

(a) As and for Basic Rent, an amount for such term which shall equal the principal installments, including sinking fund deposits, and interest payable in the corresponding Fiscal Year in accordance with the Bond Resolution with respect to the Bonds; and

(b) As and for Additional Rent as follows:

(i) the amount estimated by the Authority to be sufficient to provide the Authority with adequate monies to pay all Operating Costs attributable to the Facilities for the applicable term of this Facilities Lease, plus

(ii) the amount, if any, of deposits to any debt service reserve account, any operating fund, and any other reserve or expense accounts required to meet all terms and conditions of the Bond Resolution.

The Authority will provide to the State an estimate of Operating Costs attributable to the Facilities, which estimate shall accompany its statement for Additional Rent.

(3) Annual Rent payable for any renewal term shall not be deferred or abated because of delays in completion of the construction of the Facilities or delays in completion of any repair or replacement of damage to the Facilities.

(4) Any installment of Annual Rent which is not paid by the State on or before the due date thereof shall, from and after said due date, bear interest until paid at the highest rate per annum borne by any of the Bonds then outstanding; time being of the absolute essence of this obligation.

(5) The Authority and the State hereby agree that the Basic Rent in any lease term shall be reduced by any amounts on deposit with the Authority legally available for and allocated by the Authority to the payment of principal and interest on the Bonds including, without limitation, capitalized interest deposited from the proceeds of the Bonds and funds on deposit in the debt service fund for the Bonds established under the Bond Resolution.

(6) Basic Rent shall be increased or decreased as appropriate to reflect the issuance by the Authority of Bonds bearing interest at a variable rate and issuance of any additional Bonds issued to refinance the Facilities, in whole or in part, or any additional Bonds issued for the purposes set forth in Section 9.1 hereof or issued to finance additions, modification or replacement of the Facilities or any part thereof.

(7) Annual Rents shall be payable in lawful money of the United States of America, which shall be legal tender for public and private debts under the laws of the United States at the time of payment, provided that, upon prior written approval of the Authority, the State may transfer funds through electronic funds transfer. Payment shall be made at the office of the Authority or such other place or places as may be designated in writing by the Authority.

(8) The State and the Authority have agreed and determined that such Annual Rent represents the fair market rental value of the Facilities. In making such determination, consideration has been given to the Cost of Acquisition and Construction, and the costs of financing



of the Facilities and the Operating Costs thereof, and the uses and purposes of the Facilities which will accrue to the State and the Authority and the general public by reason of the use and occupancy thereof by the State and ownership by the Authority.

**Section 6.2 Sources of Payment of Rentals.**

(1) The University may apply any general account appropriated funds of the State of Idaho or any non-appropriated funds under the supervision of the University, including but not limited to funds derived by the University from subleases or portions of the Facilities discussed under Section 5.1 hereof, to the payment of Basic Rent and Additional Rent hereunder. The parties hereto acknowledge that the Board of Regents of the University of Idaho and State Board of Education (the "Board") allocates a lump sum appropriation of general account funds of the State of Idaho to the University of Idaho separately from other lump sum appropriations that the Board allocates to other institutions under its supervision, and that the President of the University (the "University President") includes such appropriated funds in the operating budget of the University. In order to effectuate payment of the University's Rent hereunder from appropriated funds, the University President agrees to submit to the Board an operating budget that provides for the University's Rent to be paid from the general account appropriated funds allocated as a lump sum to the University, provided that the operating budget may also indicate the replacement of such funds from other University sources.

(2) IDWR will apply general account appropriated funds from its departmental operating budget to the payment of the IDWR Rent. Nothing hereunder shall obligate the Water Board to use any funds other than funds in IDWR's departmental operating budget from general account appropriated funds to pay IDWR Rent.

**Section 6.3 Application of Rent.** The Authority covenants to use and apply Annual Rent to payment of debt service of the Bonds, Operating Costs, deposits to required reserve accounts and other appropriate purposes pertaining to the Facilities and/or the Bonds all as provided in the Bond Resolution.

**ARTICLE 7  
OPERATION AND MAINTENANCE OF THE FACILITIES**

**Section 7.1 Operation, Repairs, and Maintenance.** The State shall, throughout the term of this Facilities Lease and each renewal term thereof, at the cost and expense of the State, keep and maintain or cause to be kept and maintained, the Facilities and all equipment, fixtures, additions and improvements thereof, in good order and condition, and shall, at the cost and expense of the State, make or cause to be made all necessary repairs, renewals, and replacements with respect to the Facilities. To the extent repairs or replacements are insured under policies maintained by the Authority and insurance proceeds are paid to the Authority, the State shall be entitled to such insurance proceeds to the extent of the actual costs incurred by the State and except to the extent the insurance proceeds are required to be otherwise applied in accordance with the terms of the Bonds. Subject to Section 10.1, in the event the Facilities or any part thereof are damaged or destroyed by uninsured or partially uninsured casualty of any kind, the State shall either replace or rebuild the Facilities in equal value, or pay such sums to the Authority as may be required to fully pay and discharge the Bonds.

**Section 7.2 Utilities.** The State shall pay or cause to be paid all costs, expenses and charges for water, electricity, lights, heat, power, sewage, telephone, and other utility services, rendered or supplied upon or in connection with the Facilities during the term of this Facilities Lease and each renewal term.

**Section 7.3 Insurance**

(1) The State shall maintain or cause to be maintained with responsible insurers or under an established program of self-insurance (as considered to be adequate by an Insurance Consultant as defined in and pursuant to the Bond Resolution) the following kinds and amounts of insurance acceptable to the Authority with respect to all existing buildings, improvements, equipment and other property comprising any part of the Facilities and/or the use of the Facilities at all times throughout the initial term and each renewal term of this Facilities Lease:

(a) Commercial general liability insurance (CGL) and, if necessary, commercial umbrella insurance and property damage liability, and errors and omissions liability as shall afford protection to the Authority in an amount of not less than \$1,000,000 per claim, and \$2,000,000 per occurrence. The commercial general liability insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. Such insurance shall protect the Authority to the same extent as the State is protected from claims, demands, causes of actions, penalties, including costs and attorney fees, arising out of the use or occupancy of the Facilities. From time to time during the term of this Facilities Lease and each renewal term, if, in the opinion of the Authority and based on local standards, the amount of CGL insurance is not adequate, upon written request of the Authority, the State will increase the amount of CGL insurance to the amount determined adequate by the Authority.

(b) Commercial property insurance in the amount of the full replacement value of the completed Facilities or any portion thereof, including fixtures, equipment, lessee improvements and betterments. Commercial property insurance shall, at a minimum, cover the perils insured under the ISO special causes of loss form CP 1030 and, if reasonably available, earthquake and flood insurance, debris removal, operation of building laws, extra expense, consequential loss, loss of rents and/or business interruption. Such loss of rents or business interruption insurance shall be in an amount equal to Annual Rent payable to the Authority by the State with respect to the Facilities during such time or times as the use of the Facilities may be totally or partially interrupted or the construction thereof delayed as a result of damage or destruction resulting from perils insured against pursuant to subsection (b) of this Section 7.3.

(c) All insurance required by this Section shall be carried for the benefit of the Authority and each policy therefor, or contract thereof, shall contain a loss payable clause providing for the proceeds thereof to be payable to the Authority and to the trustee of the Bonds to the extent of their interest therein, and the Annual Rent otherwise payable by the State with respect to the Facilities shall be reduced by the amount of business interruption or loss of rents insurance payments, if any, made to the Authority and/or the trustee of the Bonds.

(d) Workmen's Compensation Insurance in the amount and in the form which the State is required by law to maintain.

(e) Any other insurance agreed to in writing by the State and the Authority.

(f) Any other insurance required by the terms and conditions of the Bonds.

(2) All insurance procured and any self-insurance plan maintained by the State shall comply with the following requirements:

(a) Each policy or policies of insurance shall be written by insurance companies authorized to do business in the State of Idaho and furnished through an insurance carrier or carriers satisfactory to the Authority or through a self-insurance plan satisfactory to the Authority and an Insurance Consultant pursuant to the Bond Resolution.

(b) True, correct and complete copies of all insurance policies or self-insurance plan and all endorsements, changes, amendments and supplemental provisions thereto shall be continually maintained by the State and shall be available for inspection and copying by the Authority at all times during the regular office hours of the State.

(c) All such insurance shall provide that coverage shall not be canceled or amended except upon sixty (60) calendar days prior written notice to the Authority. The Authority shall be furnished current certificates upon the commencement of the initial term and each renewal term of this Facilities Lease showing that all such insurance fully complies with the terms of this Facilities Lease, and current certificates shall be furnished at any other time or times as may be reasonably requested.

(d) All policies of insurance obtained by and any self-insurance plan maintained by the State shall include provisions that coverage shall not be affected, reduced or waived by any inaccurate or misleading statement or information furnished by the State in obtaining such insurance nor shall insurance under such policies furnished to the Authority be reduced by any actual or alleged breach of warranties made by the State in obtaining such insurance. All liability insurance furnished by the State shall include insurance covering the obligations of the State under Article 8 of this Facilities Lease.

(3) The Authority and the State hereby release each other from any and all liability or responsibility to the other as to any person claiming through or under either by way of subrogation or otherwise for any loss or damage to property caused by any casualty insured by the above-described coverages, even if the loss is caused by the fault or negligence of the other party or by any party for whom the other party is responsible.

(4) All insurance provided to the Authority by the State pursuant to this Facilities Lease shall name the Authority as additional insured and contain a loss payable clause providing for payment of proceeds to the Authority and the trustee of the Bonds.

(5) In the event the Authority is able to procure any or all of the insurance coverages herein required at a cost less than the cost incurred by the State thereof, the Authority agrees to do so and the cost thereof shall be included as Operating Costs of the Authority. In such event the obligation of the State to provide any such insurance shall continue until the insurance coverage procured by the Authority is actually in effect. Upon the expiration or termination of any

insurance procured by the Authority hereunder, the State shall immediately, without any interruption in insurance coverage, procure and maintain such coverage.

**ARTICLE 8  
INDEMNITY**

**Section 8.1 Indemnification of State.** The State hereby agrees to defend, protect, hold harmless and indemnify the Authority and its agents, employees, representatives, successors, and assigns, against all demands, claims, liabilities, causes of action or judgments, and all loss, expense and damage of any and every sort and kind, including, but not limited to, costs of investigations and attorneys' fees and other costs of defense, for:

- (1) injury to person or property occurring in, upon or about the Facilities or any adjacent or related real property or improvements owned, occupied or controlled by the State or any agencies, departments, bureaus or subgovernmental entities of the State of Idaho;
- (2) injury to person or property arising out of the use or occupancy of the Facilities or relating in any manner to operations conducted thereon;
- (3) any other premises liability relating to the Facilities;
- (4) any loss to person or property to the extent of its self-insurance, if any; and
- (5) all liability whatsoever arising out of any public or governmental activities of the State of Idaho of any kind or nature whatsoever relating to the Facilities.

Nothing in this Article 8 shall be construed as the agreement of the State to indemnify the Authority from liability for damages arising out of personal injury or damage to property caused solely and exclusively by the negligence of the Authority.

**Section 8.2 Authority's Indemnification.** The Authority hereby agrees to defend, indemnify and save the State harmless from and against any and all liability, loss, damage, cost and expense, including court costs and attorney fees of whatever nature or type, whether or not litigation is commenced, that the State may incur, by reason of any act or omission of the Authority, its employees or agents or any breach or default of the Authority in the performance of its obligations under this Facilities Lease. The foregoing indemnity shall not apply to any injury, damage or other claim resulting solely from the act or omission of the State.

**ARTICLE 9  
ALTERATIONS, ADDITIONS, AND IMPROVEMENTS**

**Section 9.1 Alterations, Additions, and Improvements.** The State shall have the right, with the consent of the Authority, which shall not be unreasonably withheld, at any time and from time to time during the term of this Facilities Lease, at the costs and expense of the State, to make such repairs, replacements, alterations, additions, expansions and improvements, structural or otherwise, to the Facilities, as the State shall deem necessary or desirable in connection with its use of the Facilities. Once commenced, all repairs, replacements, alterations, additions, expansions and improvements shall be diligently pursued to completion. All such repairs, replacements, alterations, additions and improvements shall be of such character as to not reduce or otherwise

adversely affect the value of the Facilities or the rental value thereof and all the costs thereof shall be promptly paid or discharged so that the Facilities shall at all times be free of liens or claims for labor and materials supplied thereto. All repairs, replacements, alterations, additions, fixtures and permanent improvements to the Facilities shall be and become a part of the Facilities and shall become the property of the Authority.

**Section 9.2 Fixtures and Equipment.** The State shall maintain an inventory of all fixtures, equipment and other tangible personal property provided by the Authority with the Facilities and shall have the right to replace, at its expense, such tangible personal property as the State shall deem necessary or desirable in connection with its use of the Facilities.

**ARTICLE 10  
DAMAGE, DESTRUCTION, AND CONDEMNATION**

**Section 10.1 Damage, Destruction, and Condemnation.** Subject to the provisions of the Civic Plaza Condominium Declaration and the Bond Resolution, in the event of damage, destruction, or condemnation of the Facilities, or any part thereof, the net proceeds of any insurance or condemnation awards with respect to the Facilities and, to the extent necessary, the proceeds of any additional Bonds which may be issued by the Authority for such purpose pursuant to the terms and conditions of the Bonds, shall be used and applied by the Authority in accordance with the terms of the Bonds to repair, restore, rebuild, or replace the Facilities; provided, however, that, the Authority shall not be required to rebuild, replace, restore or repair the Facilities if (1) the Authority shall reasonably determine, as evidenced by a certificate of an independent consulting engineer, that not to do so would not materially adversely affect the operation of the Facilities, or (2)(a) the Authority shall reasonably determine, as evidenced by a certificate of an independent certified public accountant that the proceeds of any insurance or condemnation awards received by the Authority, together with other legally available money of the Authority, will be sufficient to pay the principal of, and premium and interest on the Bonds due up to and including such time as the Bonds may be called for optional redemption, and (b) the Authority irrevocably deposits such insurance proceeds or condemnation awards and other money into an escrow fund to redeem the Bonds on the first date such Bonds may be redeemed. In that event, excess insurance proceeds, if any, remaining after redemption of the Bonds shall be released from the escrow fund back to the Authority. Provided further, however, that notwithstanding the foregoing, the Authority must rebuild, replace, restore and repair the Facilities to the extent necessary to fulfill any duty of lateral and subjacent support imposed on the Facilities or any portion thereof pursuant to the Civic Plaza Condominium Declaration. Any repair, restoration, rebuilding, or replacement of the Facilities may be in accordance with such different design, plans, and specifications approved by the State as will or may provide facilities of the same or different nature or use, so long as any such change therein or thereof shall not reduce or otherwise adversely affect the value of the Facilities or the rental value thereof (except a repair, restoration, rebuilding or replacement performed solely to provide lateral and subjacent support). Notwithstanding any damage, destruction or condemnation of the Facilities, or any part thereof, the State shall continue to pay the Annual Rent due under this Facilities Lease, except to the extent the Authority actually receives proceeds of business interruption or loss of rents insurance described in Section 7.3 hereof.

**Section 10.2 Exercising Powers of an Owner.** The Authority and the State covenant and agree that in exercising any of the powers of an Owner pursuant to the Civic Plaza Condominium Declaration or any other condominium declaration which may be recorded affecting any part of the Facilities, they will cast their vote to build or rebuild, or not, following casualty, damage or

destruction subject to the terms of, and consistent with, this Facilities Lease and the Bond Resolution. The parties further agree that all insurance proceeds and condemnation awards shall be dealt with and applied as provided in this Facilities Lease and the Bond Resolution. If any party to this Facilities Lease receives or is credited with any such proceeds or awards from any condominium declaration affecting any part of the Facilities, it shall receive all such funds and credits subject to its obligations under this Facilities Lease and the Bond Resolution.

**ARTICLE 11  
OPTIONS TO PURCHASE**

**Section 11.1 Grants of Option to Purchase.** The Authority hereby grants to the State the rights to purchase the Option Space for the purchase price and upon the terms hereafter set forth (the "Options"). The State may exercise the Options at any time after the execution of this Facilities Lease in such increments as the State shall determine.

**Section 11.2 Exercise of Options.** Any Option may be exercised only by written notice from the State to the Authority and trustee of the Bonds specifying the desire to purchase all or a portion of the Option Space and such notice shall reasonably describe the portion of the Option Space to be purchased.

**Section 11.3 Purchase Price:**

A. The applicable purchase price under any Option shall be an amount reasonably acceptable to the Authority as a "fair price." The Authority shall be permitted to deem acceptable as a "fair price" for any Option Space an amount not less than either (i) the Cost of Acquisition and Construction of such Option Space, or (ii) the fair market value of such Option Space as established by an MAI appraisal rendered by an appraiser acceptable to the Authority.

B. Proceeds from the sale pursuant to exercise of any Option shall be applied in the following order: (1) first, to pay all costs and expenses to be reasonably incurred by the Authority in the sale pursuant to exercise of the Option; (2) second, to pay all costs and expenses in the redemption and/or defeasance, if any, of the Bonds, including costs of conveyance, closing, attorney fees, bond counsel fees, trustee fees and similar expenses; and (3) third, for deposit into the Bond Fund established by the Bond Resolution for payment of principal and interest on the Bonds at maturity, call for redemption or otherwise, in the amount equal to the remaining proceeds from the sale pursuant to exercise of the Option.

C. The applicable Closing of the purchases under any Option shall occur within a reasonable time after the receipt of a notice of exercise of option to purchase by the Authority. Upon closing, the Authority shall convey title to the portion of the Option Space purchased under the Option by Special Warranty Deed to the State, or another entity if so directed by the State, warranting only that the Authority has not encumbered the property except as specifically disclosed in such deed and subject to any encumbrances created by the State. The State shall be responsible for any title insurance relating to such purchases.

ARTICLE 12  
PARTICULAR COVENANTS

**Section 12.1 Compliance with Laws and Regulations.** The State shall, at its own cost and expense, promptly comply with, or cause to be complied with, all laws and ordinances, rules, regulations and other governmental requirements, whether or not the same require structural repairs or alterations, which may be applicable to the State, the Facilities or the use or manner of use of the Facilities. The State shall also observe and comply with the requirements of all policies and arrangements of insurance at any time in force with respect to the Facilities.

**Section 12.2 Covenant Against Waste.** The State hereby covenants not to do or suffer or permit to exist any hazardous materials, contamination, waste, damage, disfigurement or injury to, or public or private nuisance, in or upon the Facilities in violation of any State of Idaho or federal laws or regulations and agree to pay all costs, charges, penalties or any other expense reasonably incurred or to be incurred to remove, restore or reclaim the Facilities by reason thereof.

**Section 12.3 Right of Inspection.** The State hereby covenants and agrees to permit the Authority and the authorized agents and representatives of the Authority to enter the Facilities at reasonable times during usual business hours for the purpose of inspecting the same, subject to reasonable security requirements and procedures of the State.

**Section 12.4 Condition of Facilities.** The Authority makes no representation regarding the condition of the interest in real property represented by Unit No. 101 underlying or adjacent thereto and the Authority shall not be liable for any latent or patent defects therein. The Authority agrees to construct the Facilities in accordance with the plans and specifications approved by the State.

**Section 12.5 Assignment and Subletting.** The State shall not assign or mortgage this Facilities Lease or any right hereunder or interest herein and shall not sublease the Facilities or any portion thereof pursuant to Section 5.1, without prior written consent of the Authority and the Insurer (which consent shall not unreasonably be withheld); provided, that in no event shall the State assign this Facilities Lease or any right hereunder or interest herein or sublease the Facilities or any portion thereof unless the State shall continue to remain liable for the performance of all the terms, covenants, and conditions contained in this Facilities Lease and unless the proposed assignee or sublessee shall agree, in writing, to be bound by all of the terms, covenants, and agreements contained in this Facilities Lease and all other agreements related thereto.

**Section 12.6 Covenant of Quiet Enjoyment.** The Authority covenants that it has full right and lawful authority to enter into this Facilities Lease and that, so long as the State shall pay the Annual Rent and shall duly observe all of their covenants and agreements in this Facilities Lease, the State shall have, hold, and enjoy, during the initial term of this Facilities Lease and each renewal term thereof, peaceful, quiet, and undisputed possession of the Facilities.

**Section 12.7 Tax Covenant.** The State hereby covenants for the benefit of the holders of the Series 2003A Bonds and the Authority that during the term of this Facilities Lease, the State will not take any action or omit to take any action with respect to the Series 2003A Bonds, the proceeds thereof, any other funds of the State or any Facilities financed or refinanced with the proceeds of the Series 2003A Bonds if such action or omission (i) would cause the interest on the Series 2003A Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of

the Code, (ii) would cause the Series 2003A Bonds to become "specified private activity bonds" with the meaning of Section 57(a)(5)(C) of the Code, or (iii) would cause interest of the Series 2003A Bonds to lose its exclusion from Idaho taxable income under present Idaho law. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Series 2003A Bonds until the date on which all obligations of the State and the Authority in fulfilling the above covenant under the Code have been met.

**ARTICLE 13  
DEFAULT**

**Section 13.1 Events of Default.** The following shall be events of default under this Facilities Lease:

- (1) Failure by the State to pay the Annual Rent as the same shall become due, or
- (2) Failure by the State or anyone contracting with the State to observe and perform any other covenant, condition, or agreement to be observed or performed under this Facilities Lease for a period of 30 calendar days after written notice, specifying such failure and requesting that it be remedied, given to the State by the Authority or trustee of the Bonds, unless the Authority or trustee shall agree in writing to an extension of such time prior to its expiration.

**Section 13.2 Remedies.** Whenever any event of default referred to in Section 13.1 hereof shall occur, the Authority may take any one or more of the following remedial steps:

- (1) Declare all Annual Rent payable for the applicable lease term then in effect to be immediately due and payable, together with applicable interest thereon.
- (2) Re-enter and take possession of the Facilities, exclude the State and their subtenants from possession thereof, and terminate this Facilities Lease.
- (3) Take such action at law or in equity as may appear necessary or desirable to collect all sums due and thereafter to become due, or to enforce performance and observation of any obligation, agreement, or covenant of the State under this Facilities Lease.

**Section 13.3 Remedies Not Exclusive.** No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Facilities Lease, or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In the exercise of any remedy reserved to the Authority in this Article 13, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

**ARTICLE 14  
SURRENDER OF FACILITIES**

**Section 14.1 Surrender of Facilities.** In the event that the State elects not to renew or extend the term of this Facilities Lease or this Facilities Lease is otherwise terminated, the State



shall immediately quit and surrender the Facilities to the Authority in the same condition in which it existed at the date the construction of all Facilities was completed by the Authority, ordinary wear and tear excepted.

**ARTICLE 15  
LIMITATION ON OBLIGATIONS**

**Section 15.1 Obligations of Authority and State Limited to Certain Resources.**

Notwithstanding any other provisions of this Facilities Lease, no obligation assumed by or imposed upon the Authority by this Facilities Lease shall require the performance of any act by the Authority except to the extent, if any, that the cost and expense of such performance may be paid from the proceeds of the Bonds issued by the Authority or from other funds legally available to the Authority to meet the cost and expense of such performance, and no obligation assumed by or imposed upon the State by this Facilities Lease shall require the performance of any act by the State, including, but not limited to, the payment of Annual Rent, except to the extent that funds may be available for such performance or payment from state general appropriations or, solely in the case of the University, from other funds legally available therefor. This Facilities Lease shall not be construed as obligating the Legislature of the State of Idaho to make future appropriations for the payment of Annual Rent or the performance of any other obligations under this Facilities Lease beyond the initial rental term or for any renewal term hereof. In the event that appropriated funds or, solely in the case of the University, other funds are not legally available for payment of Annual Rent or other obligations hereunder for any term, then this Facilities Lease shall be terminated. The liability of the State for payment of Annual Rent as it becomes due shall be in consideration of the right of the State, whether or not exercised, to occupy and/or use the Facilities for the then-current lease term.

**ARTICLE 16  
MISCELLANEOUS**

**Section 16.1 Pledge of Rent, Proceeds, and Lease.** It is expressly understood and agreed by the parties hereto that the Authority has the right to pledge and assign the Annual Rent, all proceeds receivable by the Authority from any sale of the Facilities, and its rights and interest under this Facilities Lease to secure: (i) the payment of the principal of and the interest on and redemption premium, if any, on the Bonds; and (ii) other obligations of the Authority under the terms and conditions of the Bonds.

**Section 16.2 Notices.** All notices or other communications hereunder shall be sufficiently given and shall be deemed given on the second business day following the day on which the same are mailed by certified mail, postage prepaid, addressed as follows:

(1) If to the State, a copy of such notice shall be provided to:

(a) the University of Idaho, Vice President for Finance and Administration, Administration Building, Room 211, Moscow, Idaho 83844-3168: and

(b) the Idaho Department of Water Resources and the Idaho Water Resource Board, Attention Director, P.O. Box 83720-0098, Boise, Idaho, with a copy to Department of Administration, 650 West State Street, P.O. Box 83720-0098, Boise, Idaho 83720-0098.

(c) the Department of Administration, to the attention of Deputy Attorney General, Department of Administration, Post Office Box 83720, Boise, Idaho 83720-0003.

(2) If to the Authority, to the attention of Executive Director, Idaho State Building Authority, Post Office Box 2802, Boise, Idaho 83701.

The State or the Authority may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent. Notice may be also given by personal delivery of a written notice.

**Section 16.3 Severability.** In case any one or more of the provisions of this Facilities Lease shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Facilities Lease, but this Facilities Lease shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

**Section 16.4 Attorney Fees.** In the event either party to this Agreement is required to initiate or defend litigation with respect to the terms hereof or to enforce any of its rights hereunder, the prevailing party in such litigation shall be entitled to reasonable attorney's fees incurred in such litigation, including all discovery costs and costs of expert witnesses, together with all reasonable litigation expenses.

**Section 16.5 Headings.** The article and section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Facilities Lease.

**Section 16.6 Counterparts.** This Facilities Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

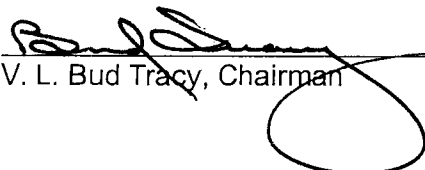
**Section 16.7 Amendments.** The Authority and the State shall not, without the written consent of the trustee of the Bonds or other legally-authorized representative of the interests of the owners of the Bonds, consent or agree to or permit any rescission of or amendment to or otherwise take any action under or in connection with this Facilities Lease which will reduce the payments required to be made by the State hereunder during the initial term or any renewal term hereof, or which will in any manner materially impair or adversely affect the rights of the Authority hereunder, and any action by the Authority or the State in violation of this covenant shall be null and void as to the Authority and the State. Furthermore, any voluntary amendment, modification or termination of this Facilities Lease shall require the written consent of all parties to this Facilities Lease.

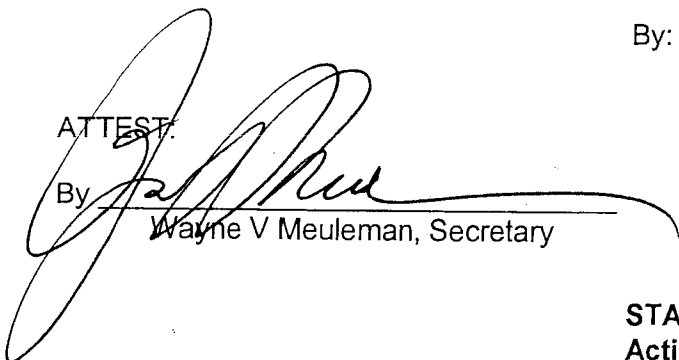
**Section 16.8 Effective Date.** This Facilities Lease shall be effective as of the date stated above upon its execution.

IN WITNESS WHEREOF, the parties hereunto have caused this Facilities Lease to be executed as of the day and year first hereinabove set forth.

**AUTHORITY:**

**IDAHO STATE BUILDING AUTHORITY**

By:   
V. L. Bud Tracy, Chairman

ATTEST:  
By:   
Wayne V Meuleman, Secretary

**STATE OF IDAHO  
Acting Through:**

**IDAHO WATER RESOURCE BOARD**

By: \_\_\_\_\_  
Joseph L. Jordan, Chairman

**THE IDAHO DEPARTMENT OF WATER  
RESOURCES**

By: \_\_\_\_\_  
Karl J. Dreher, Director

**DEPARTMENT OF ADMINISTRATION**

By: \_\_\_\_\_  
Pamela Ahrens, Director

IN WITNESS WHEREOF, the parties hereunto have caused this Facilities Lease to be executed as of the day and year first hereinabove set forth.

**AUTHORITY:**

**IDAHO STATE BUILDING AUTHORITY**

By: \_\_\_\_\_  
V. L. Bud Tracy, Chairman

ATTEST:

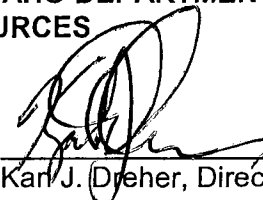
By \_\_\_\_\_  
Wayne V Meuleman, Secretary

**STATE OF IDAHO**  
Acting Through:

**IDAHO WATER RESOURCE BOARD**

By:   
Joseph L. Jordan, Chairman

**THE IDAHO DEPARTMENT OF WATER  
RESOURCES**

By:   
Karl J. Dreher, Director

**DEPARTMENT OF ADMINISTRATION**

By: \_\_\_\_\_  
Pamela Ahrens, Director

IN WITNESS WHEREOF, the parties hereunto have caused this Facilities Lease to be executed as of the day and year first hereinabove set forth.

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**IDAHO STATE BUILDING AUTHORITY**

By: \_\_\_\_\_  
V. L. Bud Tracy, Chairman

**ATTEST:**

By \_\_\_\_\_  
Wayne V Meuleman, Secretary

**STATE OF IDAHO  
Acting Through:**

**IDAHO WATER RESOURCE BOARD**

By: \_\_\_\_\_  
Joseph L. Jordan, Chairman


**THE IDAHO DEPARTMENT OF WATER  
RESOURCES**

By: \_\_\_\_\_  
Karl J. Dreher, Director


**DEPARTMENT OF ADMINISTRATION**

By: *Pamela J. Ahrens*  
Pamela Ahrens, Director

BOARD OF REGENTS OF THE  
UNIVERSITY OF IDAHO

By:   
Blake Hall, President

UNIVERSITY OF IDAHO

By:   
Robert A. Hoover, President,  
University of Idaho

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 17 day of December, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared V.L. Bud Tracy and Wayne V Meuleman, known or identified to me to be respectively the Chairman and Secretary, respectively, of the IDAHO STATE BUILDING AUTHORITY, each of whom acknowledged to me that they executed the within Facilities Lease on behalf of the Idaho State Building Authority in their representative capacity.

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

Shonna Russell  
Notary Public for the State of Idaho  
Residing at Boise ID  
My commission expires 10/29/03

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this \_\_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph L. Jordan, known or identified to me to be the Chairman of the IDAHO WATER RESOURCE BOARD of the STATE OF IDAHO, who acknowledged to me that he executed the within Facilities Lease on behalf of the State in his representative capacity.

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

\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this \_\_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared V.L. Bud Tracy and Wayne V Meuleman, known or identified to me to be respectively the Chairman and Secretary, respectively, of the IDAHO STATE BUILDING AUTHORITY, each of whom acknowledged to me that they executed the within Facilities Lease on behalf of the Idaho State Building Authority in their representative capacity.

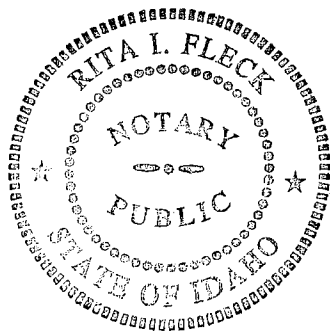
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 13<sup>th</sup> day of December, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph L. Jordan, known or identified to me to be the Chairman of the IDAHO WATER RESOURCE BOARD of the STATE OF IDAHO, who acknowledged to me that he executed the within Facilities Lease on behalf of the State in his representative capacity.

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



Rita L. Fleck  
Notary Public for the State of Idaho  
Residing at Boise, Idaho  
My commission expires 1/25/2006



STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 17 day of December, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Karl J. Dreher, known or identified to me to be the Director of the IDAHO DEPARTMENT OF WATER RESOURCES of the STATE OF IDAHO, who acknowledged to me that he executed the within Facilities Lease on behalf of the State in his representative capacity.

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

*Shonna Russell*

Notary Public for the State of Idaho  
Residing at Bowle ID  
My commission expires 10/29/03

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this \_\_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Pamela Ahrens, known or identified to me to be the Director of the DEPARTMENT OF ADMINISTRATION of the STATE OF IDAHO, who acknowledged to me that she executed the within Facilities Lease on behalf of the State in her representative capacity.

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

\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

CONSENT AGENDA  
JUNE 18, 2015

ATTACHMENT 2

STATE OF IDAHO )  
) ss.  
County of Ada )

On this \_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Karl J. Dreher, known or identified to me to be the Director of the IDAHO DEPARTMENT OF WATER RESOURCES of the STATE OF IDAHO, who acknowledged to me that he executed the within Facilities Lease on behalf of the State in his representative capacity.

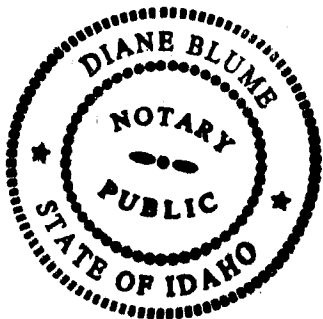
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF IDAHO )  
) ss.  
County of Ada )

On this <sup>db</sup> 17<sup>th</sup> day of December, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Pamela Ahrens, known or identified to me to be the Director of the DEPARTMENT OF ADMINISTRATION of the STATE OF IDAHO, who acknowledged to me that she executed the within Facilities Lease on behalf of the State in her representative capacity.

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

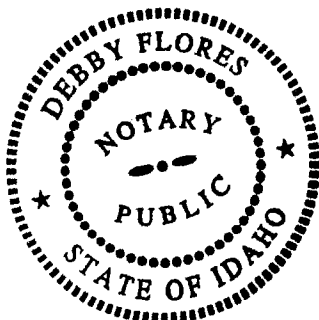


*Diane K. Blume*  
\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at Boise  
My commission expires 9-6-07

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 17<sup>th</sup> day of December, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Blake Hall, known or identified to me to be the President of THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO (the "University"), who acknowledged to me that he executed the within Facilities Lease on behalf of the University in his representative capacity.

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

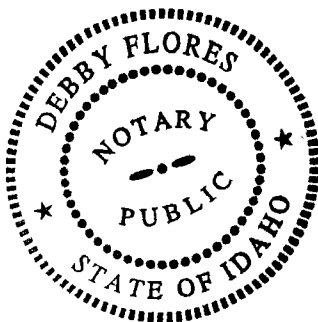


Debby Flores  
Notary Public for the State of Idaho  
Residing at Boise Idaho  
My commission expires 8-19-2008

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 17<sup>th</sup> day of December, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert A. Hoover, known or identified to me to be the President of THE UNIVERSITY OF IDAHO (the "University"), who acknowledged to me that he executed the within Facilities Lease on behalf of the University in his representative capacity.

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



Debby Flores  
Notary Public for the State of Idaho  
Residing at Boise Idaho  
My commission expires 8-19-2008

**List of Exhibits:**

Exhibit A Description of Civic Plaza Condominium Unit Nos. 101, 302A and 302B

EXHIBIT A

Unit 101:

Unit 101, as shown on the Plat for Civic Plaza Condominiums appearing in the Records of Ada County, Idaho, in Book 85 of Plats, Pages 9420 to 9432 as Instrument No. 102116493 and defined and described in the Declaration of Covenants and Restrictions Establishing a Plan of Condominium Ownership for Civic Plaza Condominiums ("Declaration"), recorded in the Records of Ada County, Idaho as Instrument No. 102116495.

TOGETHER WITH the percentage of the common areas appurtenant to each such Unit as set forth in the Declaration, as supplemented from time to time, which percentage shall automatically change in accordance with supplemental declarations as the same are filed of record pursuant to the Declaration, and together with additional common areas in the percentages set forth in such supplemental declarations, which percentages shall automatically be deemed to be conveyed effective as of the date of each such supplemental declaration as though conveyed hereby.

Unit 302A

Unit 302A, as shown on the Plat for Civic Plaza Condominiums appearing in the Records of Ada County, Idaho, in Book 85 of Plats, Pages 9420 to 9432 as Instrument No. 102116493 and defined and described in the Declaration of Covenants and Restrictions Establishing a Plan of Condominium Ownership for Civic Plaza Condominiums ("Declaration"), recorded in the Records of Ada County, Idaho as Instrument No. 102116495.

TOGETHER WITH the percentage of the common areas appurtenant to each such Unit as set forth in the Declaration, as supplemented from time to time, which percentage shall automatically change in accordance with supplemental declarations as the same are filed of record pursuant to the Declaration, and together with additional common areas in the percentages set forth in such supplemental declarations, which percentages shall automatically be deemed to be conveyed effective as of the date of each such supplemental declaration as though conveyed hereby.

Unit 302B

Unit 302B, as shown on the Plat for Civic Plaza Condominiums appearing in the Records of Ada County, Idaho, in Book 85 of Plats, Pages 9420 to 9432 as Instrument No. 102116493 and defined and described in the Declaration of Covenants and Restrictions Establishing a Plan of Condominium Ownership for

Civic Plaza Condominiums ("Declaration"), recorded in the  
Records of Ada County, Idaho as Instrument No. 102116495.

TOGETHER WITH the percentage of the common areas appurtenant to each such Unit as set forth in the Declaration, as supplemented from time to time, which percentage shall automatically change in accordance with supplemental declarations as the same are filed of record pursuant to the Declaration, and together with additional common areas in the percentages set forth in such supplemental declarations, which percentages shall automatically be deemed to be conveyed effective as of the date of each such supplemental declaration as though conveyed hereby.

Exhibit B to Sublease  
Board of Regents University of Idaho/St Lukes

University of Idaho

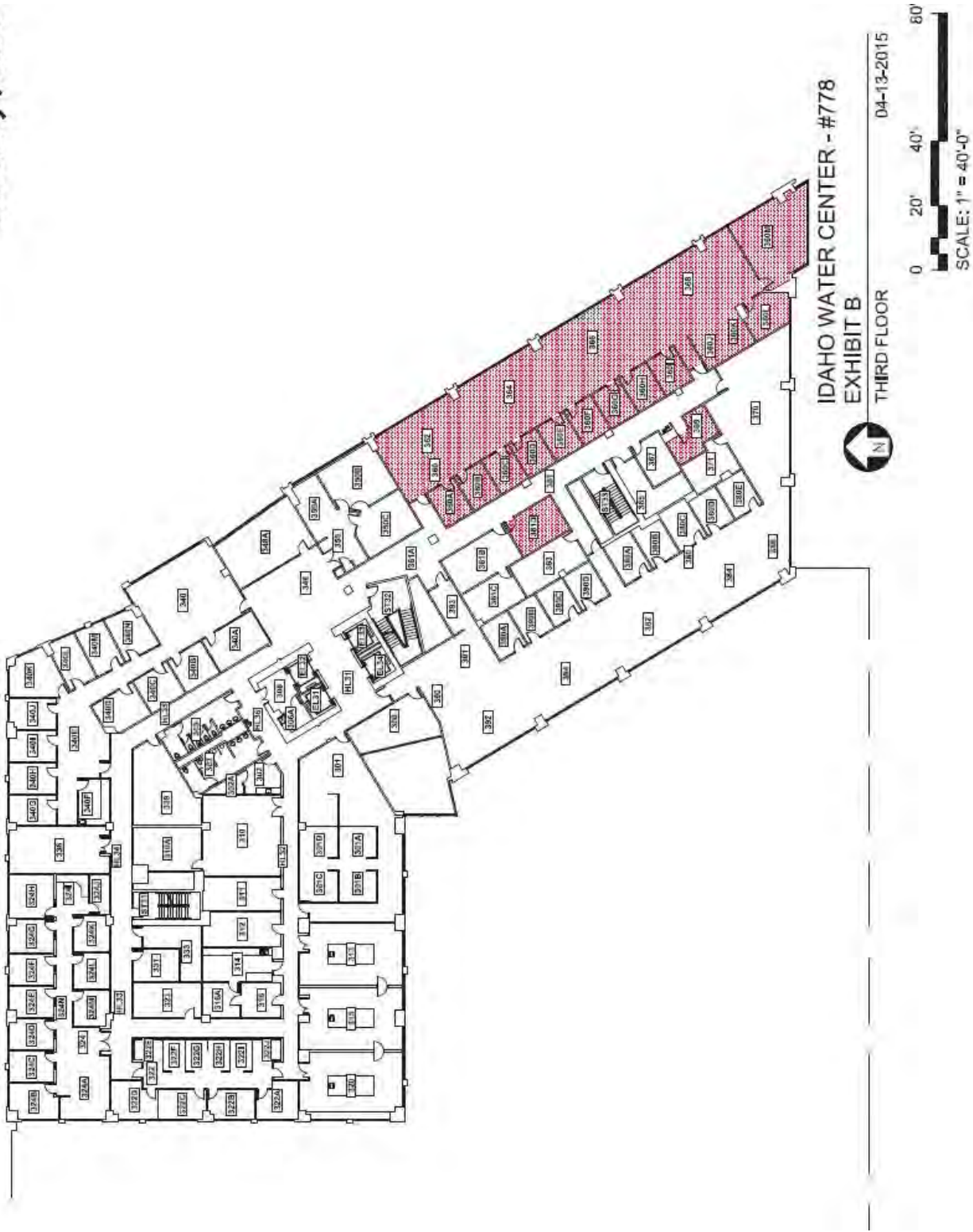


Exhibit C to Sublease  
Board of Regents University of Idaho/St Lukes

Recoverable Expenses:	Total
Alarm & Security/Building Security	\$34,979
Professional Services/G&A	\$182,263
Grounds Maintenance/Landscape Services	\$2230
Utilities	\$309,328
Repairs & Maintenance/Repairs & Supplies	\$176,003
Janitorial & Cleaning/Janitorial	\$322,636
Insurance/Insurance	\$38,574
Real Estate Taxes	-
<b>Total Recoverable Expenses</b>	<b>\$1,066,013</b>



**EXHIBIT "D"**

**Rules and Regulations**

1. Sublessee shall not obstruct or permit its agents, clerks or servants to obstruct, in any way, the sidewalks, entry passages, corridors, halls, stairways or elevators of the Building, or use the same in any other way than as a means of passage to and from the offices of Sublessee; bring in, store, test or use any materials in the Building which could cause a fire or an explosion or produce any fumes or vapor; make or permit any improper noises in the Building, smoke in the elevators; throw substances of any kind out of the windows or doors, or in the halls and passageways of the Building; sit on or place anything upon the window sills; or clean the exterior of the windows.

2. Sublessee shall not attach or hang any artwork, plants or any other items to the walls or ceilings without written permission from the Sublessor.

3. Building hours shall be 7:30 AM through 10:00 PM Monday through Saturday. During that time, security guard, HVAC and lighting services will be provided. For services required outside of the building hours, said services may be provided for an additional fee.

4. Sublessee shall conduct all equipment and furniture moving pursuant to the Move-in / Move-out procedures contained within the Tenant Handbook and Emergency Procedures.

5. Water closets and urinals shall not be used for any purpose other than those for which they are constructed; and no sweepings, rubbish, ashes, newspaper or any other substances of any kind shall be thrown into them. Waste and excessive or unusual use of electricity or water is prohibited.

6. Sublessee shall not (i) obstruct the windows, doors, partitions and lights that reflect or admit light into the halls, or other places in the Building, or (ii) inscribe, paint, affix, or otherwise display signs, advertisements or notices in, on, upon or behind any windows or on any door, partition or other part of the interior or exterior of the Building without the prior written consent of Sublessor. If such consent be given by Sublessor, any such sign, advertisement, or notice shall be inscribed, painted or affixed by Sublessor, or a company approved by Sublessor, but the cost of the same shall be charged to and be paid by Sublessee, and Sublessee agrees to pay the same promptly, on demand.

7. No contract of any kind with any supplier of towels, water, ice, toilet articles, waxing, rug shampooing, Venetian blind washing, furniture polishing, lamp servicing, cleaning of electrical fixtures, removal of waste paper, rubbish or garbage, or other like service shall be entered into by Sublessee, nor shall any vending machine of any kind be installed in the Building, without the prior written consent of Sublessor.

8. When electric wiring of any kind is introduced, it must be connected as directed by Sublessor, and no stringing or cutting of wires will be allowed, except with the prior written consent of Sublessor (such consent not to be unreasonably withheld), and shall be done only by contractors approved by Sublessor. The number and location of telephones, telegraph instruments, electric appliances, call boxes, etc., shall be subject to Sublessor's approval. No Sublessee shall lay linoleum or other similar floor covering so that the same shall be in direct contact with the floor of the Leased Premises; and if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor by a paste or other material, the use of cement or similar adhesive material being expressly prohibited.

9. No additional lock or locks shall be placed by Sublessee on any door in the Building, without prior written consent of Sublessor. Two keys will be furnished Sublessee by Sublessor; two additional keys

will be supplied to Sublessee by Sublessor, upon request, without charge; any additional keys requested by Sublessee shall be paid for by Sublessee. Sublessee, its agents and employees, shall not have any duplicate key made and shall not change any locks. All keys to doors and washrooms shall be returned to Sublessor at the termination of the tenancy, and, in the event of loss of any keys furnished, Sublessee shall pay Sublessor the cost of replacing the lock or locks to which such keys were fitted and the keys so lost.

10. Sublessee shall not employ any person or persons other than Sublessor's janitors for cleaning the Leased Premises, without prior written consent of Sublessor. Sublessor shall not be responsible to Sublessee for any loss of property from the Leased Premises however occurring, or for any damage done to the effects of Sublessee by such janitors or any of its employees, or by any other person or any other cause.

11. No bicycles, vehicles or animals (except for seeing eye dogs) of any kind shall be brought into or kept in or about the Leased Premises.

12. Sublessee shall not conduct, or permit any other person to conduct, any auction upon the Leased Premises; manufacture or store goods, wares or merchandise upon the Leased Premises, without the prior written approval of Sublessor, except the storage of usual supplies and inventory to be used by Sublessee in the conduct of its business; permit the Leased Premises to be used for gambling; make any unusual noises in the Building; permit to be played any musical instruments in the Leased Premises; permit to be played any radio, television, recorded or wired music in such a loud manner as to disturb or annoy other Sublessees; or permit any unusual odors to be produced upon the Leased Premises.

13. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Leased Premises, without the prior written consent of Sublessor (such consent not to be unreasonably withheld). Such curtains, blinds and shades must be of a quality, type, design, and color, and attach in a manner approved by Sublessor.

14. Canvassing soliciting and peddling in the Building are prohibited, and Sublessee shall cooperate to prevent the same. Retail sales will be limited to the ground level and lower level retail store area.

15. There shall not be used in the Leased Premises or in the Building, either by Sublessee or by others in the delivery or receipt of merchandise, any hand trucks except those equipped with rubber tires and side guards, and no hand trucks will be allowed in passenger elevators.

16. Sublessee before closing and leaving the Leased Premises, shall ensure that all entrance doors are locked.

17. Sublessor shall have the right to prohibit any advertising by Sublessee which in Sublessor's opinion tends to impair the reputation of the Building or its desirability as a building for offices, and upon written notice from Sublessor, Sublessee shall refrain from or discontinue such advertising.

18. Sublessor hereby reserves to itself any and all rights not granted to Sublessee hereunder, including, but not limited to, the following rights which are reserved to Sublessor for its purpose in operating the Building:

(a) The exclusive right to the use of the name of the Building for all purposes, except that Sublessee may use the name as its business address and for no other purpose;

(b) The right to change the name or address of the Building, without incurring any liability to Sublessee for so doing;

- (c) The right to install and maintain a sign or signs on the exterior of the Building;
- (d) The exclusive right to use or dispose of the use of the roof of the Building;
- (e) The right to limit the space on the directory of the Building to be allotted to Sublessee; and
- (f) The right to grant to anyone the right to conduct any particular business or undertaking in the Building.

19. Sublessee and Sublessee's employees shall park their automobiles only in such number of spaces, if any, as Sublessor may fix, taking into consideration the need for customer parking and other factors. The spaces, if any, assigned to Sublessee and Sublessee's employees shall be limited to any parking area designated by Sublessor for use of office Sublessees, and the right to use spaces so assigned to Sublessee and its employees shall be subject to such regulations as Sublessor may reasonably promulgate from time to time to prevent parking by unauthorized parties or parking in prohibited areas.

20. All safes shall stand on a base of such size as shall be designated by the Sublessor. The Sublessor reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. No machinery of any kind or articles of unusual weight or size will be allowed in the Building, without the prior written consent of Sublessor. Business machines and mechanical equipment, if so consented to by Sublessor, shall be placed and maintained by Sublessee, at Sublessee's expense, in settings sufficient to absorb and prevent all vibration, noise and annoyance.

21. The Leased Premises shall not be used for lodging or sleeping purposes, and cooking therein is prohibited (except with respect to the customary office use of microwave ovens).

22. During times of heightened security, all persons entering or leaving the Building may be required to identify themselves to a watchman by registration or otherwise and to establish their rights to enter or leave the Building. Sublessor or its agents may exclude from the Building during such periods all persons who do not present satisfactory identification. Each Sublessee shall be responsible for all persons for whom he requests admission and shall be liable to Sublessor for all acts of such persons.

23. In addition to all other liabilities for breach of any provision of these Rules and Regulations, Sublessee shall pay to Sublessor all damages caused by such breach. The violation of any such provision may also be restrained by injunction.

24. Sublessor reserves the right to rescind, alter, waive or add, any Rule or Regulation at any time prescribed for the Building when, in the judgment of Sublessor, Sublessor deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Building, or the preservation of good order therein, or the operation or maintenance of the Building, or the equipment thereof, or the comfort of Sublessees or others in the Building. No rescission, alteration, waiver or addition of any Rule or Regulation in respect of one Sublessee shall operate as a rescission, alteration or waiver in respect of any other Sublessee.

**CONSENT AGENDA  
JUNE 18, 2015**

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**CONSENT AGENDA  
JUNE 18, 2015**

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**EASTERN IDAHO TECHNICAL COLLEGE**

**SUBJECT**

Eastern Idaho Technical College Foundation (EITCF) short term merit pay increase

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.E.2.c.iii.3.

**BACKGROUND/DISCUSSION**

Board policy V.E.2. and Article V.2.7. of the operating agreement between Eastern Idaho Technical College (EITC) and the EITCF provide as follows: "Any supplemental compensation of College employees by the Foundation must be preapproved by the State Board. Any such supplemental payment or benefits must be paid by the Foundation to EITC, and EITC shall then pay compensation to the employee in accordance with EITC's normal practice. No EITC employee shall receive any payments or other benefits directly from the Foundation."

EITCF desires to award its executive director a bonus, and seeks Board approval to do so.

**IMPACT**

The approval of this request will allow for the EITCF to provide \$2,000 to EITC for a short term merit pay increase to the Foundation's Executive Director. This award is based on the Director's meritorious performance during FY2015.

**ATTACHMENTS**

Letter from the EITCF President, Douglas Benson

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Eastern Idaho Technical College for the Eastern Idaho Technical College Foundation to award a short term merit pay increase to the Executive Director of the Foundation.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**CONSENT AGENDA  
JUNE 18, 2015**

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(208) 535-5398  
1600 S. 2500 E.

Idaho Falls, ID 83404

**Doug Benson**  
Board Chair  
Bank of Idaho

**Deborah Moretto**  
Board Vice Chair  
U.S. Bank

**Becky Holzemer**  
Citizen's Community Bank

**Bobbe Crapo**  
Retired

**Carlo Melbihess**  
BEA - INL

**Cody Fresh**  
Platinum Construction

**Daren Long**  
RE/MAX ALL-IN REALTORS

**DeLyn Hendricks**  
Rich Broadcasting

**James Bitrick**  
Bechtel Marine Propulsion - NRF

**John Lindsay**  
Power Lube Express

**Josh Tolman**  
Mountain View Hospital

**Kristine Staten**  
Idaho Falls Downtown Development

**Lou Fatkin**  
EIRMC

**Richard Swenson**  
Retired

**Russell Slack**  
Fisher's Document Systems

**Scott Eskelson**  
Martin & Eskelson, PPLC

**Teri TeNgaio**  
Intermountain Gas

**Tim Anderson**  
Cooper Norman

**Tracy Gohr**  
Cargil

**Natalie J. Hebard**  
EITCF Executive Director

**Bailey Winn**  
EITCF Scholarship Coordinator

THE GREAT  
**RACE**  
FOR EDUCATION

May 8, 2015

Dr. Steve Albiston, President  
1600 South 25<sup>th</sup> East  
Idaho Falls, Idaho 83404

RE: EITC Foundation Executive Director Bonus

Dear Dr. Albiston,

I am pleased to inform you that Natalie Hebard, the executive director of the EITC Foundation has performed far above and beyond the minimum criteria set for her by the board of directors of the foundation. As a result of this exemplary service, the board of directors as part of their April board meeting discussed as an agenda item approving a bonus for Natalie in the amount of \$2,000 which as we understand it is the maximum allowable under the State of Idaho educational statutes.

After a thorough discussion a motion was made and approved to award Natalie the full bonus amount. Further, it was approved that these funds could be made available from the unrestricted assets of the foundation if necessary and allowable under the state's rules governing such bonuses. Please advise the board of any further duties or responsibilities we would need to perform in order to affect this effort.

Thank you very much for your assistance in this matter. It is a thrill to serve with such dedicated individuals in such a worthwhile effort.

Sincerely,

Douglas Benson, Chairman  
Eastern Idaho Technical College Foundation  
Board of Directors

**CONSENT AGENDA  
JUNE 18, 2015**

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**CONSENT**  
**JUNE 18, 2015**

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**SUBJECT**

WWAMI Admissions Committee Appointment

**REFERENCE**

- |                    |  |
|--------------------|--|
| December 2-3, 2003 | A schedule of rotating terms of membership was created to allow the medical community greater opportunities to be involved in this activity. The Board approved the three-year rotating terms for the WWAMI Admissions Committee.                                    |
| August 10-11, 2006 | The Board approved three-year rotating terms for the University of Washington School of Medicine Committee on Admissions and appointed Dr. Roger Boe, Dr. David Anderson and Dr. Peter Kozisek as Idaho members of the Committee, with Dr. Boe serving for one year. |
| June 13-14, 2007   | The Board approved increasing the Committee to a four-member committee; and, appointed Dr. David Anderson, Dr. Peter Kozisek, Dr. Jennifer Garwick, and Dr. Mary Barinaga as Idaho members of the Committee.   |
| February 17, 2011  | The Board approved a three year appointment for Dr. Glenn Jefferson as an Idaho member of the WWAMI Admissions Committee and also approved a two year appointment for Dr. Leanne Rousseau.   |
| February 15, 2012  | The Board approved three-year appointment of Dr. Rodde Cox and Dr. Kelly Anderson.   |

**BACKGROUND/DISCUSSION**

The WWAMI Contract dated October 14, 1975 reads, "The University of Washington's Admissions Committee which reviews Idaho candidates shall include at least one member from Idaho who is mutually acceptable to the Idaho Board and to the University of Washington. The University of Washington will have final authority for acceptance or rejection of Idaho program candidates."

The Idaho WWAMI Admissions Committee consists of four physicians from Idaho who interview Idaho students interested in attending the University of Washington School of Medicine. The members of the Idaho WWAMI Admissions Committee serve three-year terms which are renewable once for an additional three years. The terms of the members are staggered so there are always senior members on the committee. Idaho physicians currently serving on the committee are: Dr. Leanne Rousseau of Post Falls, Dr. Glenn Jefferson of Lewiston, and Dr.

**CONSENT**  
**JUNE 18, 2015**

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Rodde Cox of Boise. See committee member terms and rotation schedule in Attachment 2.

Dr. Kelly Anderson of Idaho Falls will be replaced by Dr. Lance Hansen of Montpelier.

The Idaho Admissions Oversight Nominating Committee consisting of the first-year Idaho WWAMI Director, the Idaho WWAMI Assistant Dean, Idaho State Board of Education Chief Academic Officer, the Idaho Admissions Committee Chair and a member of the Idaho Medical Association Committee on Medical Education Affairs, interviewed Dr. Hansen, taking into consideration, among other things, the desire for a geographically diverse committee membership, and a goal of not having more than one sub-specialist on the committee. The Idaho Admissions Oversight Nominating Committee unanimously supports his appointment as a new member of the Idaho Admissions Committee.

**IMPACT**

Admissions interviews take place in Boise over two separate weeks January – March. It is imperative the committee have the full four person membership in place by July 2015 to allow Dr. Hansen time to orient and train prior to the beginning of interview season.

**ATTACHMENTS**

Attachment 1 – Nomination Letter to SBOE	Page 3
Attachment 2 – Idaho WWAMI Admissions Committee Rotation Schedule	Page 5
Attachment 3 – Lance Hansen, MD - Application Cover Sheet	Page 7
Attachment 4 – Lance Hansen, MD - CV	Page 9
Attachment 5 – Lance Hansen, MD – Letter of Interest	Page 11

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Idaho WWAMI Medical Education Program/University of Washington School of Medicine to appoint Dr. Lance Hansen to the Idaho WWAMI Admissions Committee effective July 1, 2015.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

CONSENT  
JUNE 18, 2015



UW Medicine  
UW SCHOOL  
OF MEDICINE

April 22, 2015

Mike Rush, Ph.D.  
Executive Director  
Idaho State Board of Education  
650 W. State Street  
P.O. Box 83720  
Boise, ID 83720-0037

Dear Dr. Rush,

The Idaho Admissions Oversight Nominating Committee, consisting of the first-year Idaho WWAMI Director, Idaho WWAMI Assistant Clinical Dean, Idaho Admissions Committee Chair, Idaho State Board of Education's Chief Academic Officer, and a member of the Idaho Medical Association Committee on Medical Education Affairs, has identified the following Idaho Physician to serve on the Idaho Admissions Committee for the University of Washington School of Medicine for Entering Year 2016.

Dr. Lance Hansen is a family medicine physician practicing in Montpelier who will be replacing Dr. Kelly Anderson. Dr. Hansen's first term will begin July 2015 through June 2018 with a second term from July 2018 through June 2021. Attached, for your review is Dr. Hansen's interview packet.

Thank you for your serious consideration of this nomination and support of the Idaho Admissions Oversight Nominating Committee.

Should you have any questions, please feel free to contact me.

Sincerely,

Mary E. Barinaga, M.D.

Mary E. Barinaga, MD, .Assistant Dean, Office of Regional Affairs  
Idaho WWAMI Medical Education Program  
University of Washington School of Medicine  
322 E. Front Street, Suite 442, Boise, Idaho 83702  
e-Mail [barinm@uw.edu](mailto:barinm@uw.edu) Office (208) 364-4544 Fax (208) 334-2344

**CONSENT  
JUNE 18, 2015**

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**Idaho WWAMI Admissions Committee Membership Rotation Schedule**

Interview E-2012			Interview E-2013			Interview E-2014			Interview E-2015			Interview E-2016		
Name	Term	Year	Name	Term	Year	Name	Term	Year	Name	Term	Year	Name	Term	Year
Kozisek, Chair, ExCom	Final	Final	Jefferson ExCom	1 <sup>st</sup>	2 <sup>nd</sup>	Jefferson ExCom	1 <sup>st</sup>	3 <sup>rd</sup>	Jefferson ExCom	2 <sup>nd</sup>	1 <sup>st</sup>	Jefferson ExCom	2 <sup>nd</sup>	2 <sup>nd</sup>
Garwick ExCom	Final	Final	Rousseau Chair, ExCom	1 <sup>st</sup>	2 <sup>nd</sup>	Rousseau ExCom	1 <sup>st</sup>	3 <sup>rd</sup>	Rousseau ExCom	2 <sup>nd</sup>	1 <sup>st</sup>	Rousseau ExCom	2 <sup>nd</sup>	2 <sup>nd</sup>
Jefferson	1st	1st	New: Cox	1 <sup>st</sup>	1 <sup>st</sup>	Cox	1 <sup>st</sup>	2 <sup>nd</sup>	Cox	1 <sup>st</sup>	3 <sup>rd</sup>	Cox	2 <sup>nd</sup>	1 <sup>st</sup>
Rousseau	1 <sup>st</sup>	1 <sup>st</sup>	New: Anderson	1 <sup>st</sup>	1 <sup>st</sup>	Anderson	1 <sup>st</sup>	2 <sup>nd</sup>	Anderson	1 <sup>st</sup>	3 <sup>rd</sup>	Hansen	1 <sup>st</sup>	1 <sup>st</sup>

**CONSENT  
JUNE 18, 2015**

Interview E-2017			Interview E-2018			Interview E-2019			Interview E-2020			Interview E-2021		
Name	Term	Year	Name	Term	Year	Name	Term	Year	Name	Term	Year	Name	Term	Year
Jefferson ExCom	Final	Final	Cox ExCom	2 <sup>nd</sup>	Final	Hansen ExCom	2 <sup>nd</sup>	1st	Hansen ExCom	2 <sup>nd</sup>	2 <sup>nd</sup>	Hansen ExCom	2 <sup>nd</sup>	Final
Rousseau ExCom	Final	Final	Hansen ExCom	1 <sup>st</sup>	3 <sup>rd</sup>	New: TBD ExCom	1 <sup>st</sup>	2 <sup>nd</sup>	New: TBD ExCom	1 <sup>st</sup>	3 <sup>rd</sup>	New: TBD ExCom	2 <sup>nd</sup>	1st
Cox	2 <sup>nd</sup>	2 <sup>nd</sup>	New: TBD	1 <sup>st</sup>	1 <sup>st</sup>	New: TBD	1 <sup>st</sup>	2 <sup>nd</sup>	New: TBD	1 <sup>st</sup>	3 <sup>rd</sup>	New: TBD	2 <sup>nd</sup>	1 <sup>st</sup>
Hansen	1 <sup>st</sup>	2 <sup>nd</sup>	New: TBD	1 <sup>st</sup>	1 <sup>st</sup>	New: TBD	1 <sup>st</sup>	1 <sup>st</sup>	New: TBD	1 <sup>st</sup>	2 <sup>nd</sup>	New: TBD	1 <sup>st</sup>	3 <sup>rd</sup>

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**APPLICATION**  
**~ Idaho Admissions Committee ~**

**University of Washington School of Medicine/WWAMI Program**

**Yes!** I am interested in applying for an appointment to the Idaho WWAMI Admissions Committee for the University of Washington School of Medicine. I understand the position is for a 3-year term (*with the option to complete a 2<sup>nd</sup> 3-year term*) and that Committee duties will require a significant commitment of time, including 2 weeks of interviews during January through March.

**1. General Information**

Name: Lance Hansen Specialty: Family medicine  
Mailing Address: Home | office  
123 Valley View Drive | 465 Washington Street  
Montpelier, Idaho 83254 | Montpelier, Idaho 83254  
Cell Phone Number: (208) 891-5907 Fax Number: (208) 847-4336  
E-mail Address: hansenlance@yahoo.com

**2. Letter of Interest**

Please provide a one-page written statement indicating why you are interested in serving on the Idaho Admissions Committee and how you believe you can contribute to the admissions process. Please also acknowledge that you won't have a child applying for admission to UWSOM within the next 7 years.

**3. Attach a copy of your current CV to application packet**

**4. Return completed application, letter of interest and CV to:**

To: Idaho WWAMI Medical Education Program  
322 E. Front Street, Suite 442  
Boise, ID 83702  
Fax (208) 334-2344

Signature: Lance Hansen Date: 3/20/15

**CONSENT  
JUNE 18, 2015**

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**CONSENT  
JUNE 18, 2015**

**Lance A. Hansen, MD**  
123 Valley View Drive  
Montpelier, Idaho  
(208) 891-5907  
hansenlance@yahoo.com  
Place of birth: Blackfoot, Idaho

---

EDUCATION

2005-2009 **University of Washington School of Medicine—Seattle, WA**

2003-2005 **The College of Idaho—Caldwell, ID**  
BS, Biology, *summa cum laude*

POSTGRADUATE TRAINING

2009-2012 **Family Medicine Residency of Idaho, Caldwell Rural Training Track—**  
Boise and Caldwell, Idaho: Chief Resident—2011-2012

FACULTY POSITIONS

2015 **Family Medicine Residency of Idaho—Rural Rotation Preceptor**

2013-Present **University of Washington School of Medicine, Department of Family  
Medicine—Clinical Instructor**

WORK EXPERIENCE

2012-Present **Bear Lake Memorial Hospital—Family Physician—Montpelier, ID**  
Practice includes: clinic, ER, hospitalist, OB (with C-sec.), colonoscopy/EGD

HOSPITAL POSITIONS

2015 **Bear Lake Memorial Hospital Medical Staff President-Elect**

2013-Present **Bear Lake Memorial Hospital Wellness Committee Physician**

2012-Present **Bear Lake Family Care Immunizations Director**

SERVICE & COMMUNITY INVOLVEMENT

2013-Present **University of Washington School of Medicine Rural/Underserved  
Opportunities Program—Community Preceptor: Montpelier, ID**

2012-Present **Bear Lake County Emergency Medical Service—Intraining Instructor**

2010-Present, 03-05 **Boy Scouts of America—Merit Badge Counselor, Scout Leader**

2008-Present **Church Sunday School Teacher**

2013 **Ecuador Medical Mission—one week in rural, mountain villages**

2011-2012 **Discovering Careers in Medicine—involved five rural Idaho school districts**

2010-2011 **College of Idaho Physician's Panel and Mock Interview Panel**

SELECTED HONORS/AWARDS

2011-2012                    **Family Medicine Residency of Idaho, Rural Track—Chief Resident**

2006-2009                    **Erma & Charles Bower WWAMI Scholarship—Merit Based**

2005                            **College of Idaho Athletic Director’s Award—one student-athlete chosen from 19 teams on campus**

2004-2005                    **Two-Time NAIA Academic All-American Team—Basketball**

2001-2005                    **Collegiate Basketball Player(scholarships)—College of Idaho, Casper College**

BOARD CERTIFICATION

July 2012                    **American Board of Family Medicine**

CURRENT LICENSES/CERTIFICATIONS

Present                      **Idaho State Board of Medicine—expires June 2015**

Present                      **BLS/ACLS, ALSO, ATLS, NRP, PALS**

PROFESSIONAL ORGANIZATIONS

2005-Present                **American Academy of Family Physicians**

2005-Present                **Idaho Academy of Family Physicians**

PUBLICATIONS AND POSTER PRESENTATIONS

**L. Hansen. “Childhood Tooth Decay Prevention: Educating Parents in Moscow, Idaho.” Journal of Investigative Medicine, Vol 55 (1), #212, 2007**

January 2007                **Western Student Medical Research Forum—Carmel, CA**

October 2006                **UW Independent Investigative Inquiry Poster Presentation**

REFERENCES

**Samantha Portenier, MD—Director, FMRI Caldwell Rural Training Track**  
Phone: (208) 453-3352  
Email: sportenier@msn.com

**Peter Crane, MD—Family Physician: Montpelier, ID**  
Phone: (208) 847-4495  
Email: peter.crane@blmhospital.com



CONSENT  
JUNE 18, 2015

Bear Lake Family Care and OB/GYN

465 Washington St., Montpelier, ID 83254  
Ph: (208) 847-4495. Fax (208) 847-4336

Peter M. Crane, M.D.  
Lance A. Hansen, M.D.  
Lynn Dayton, M.D.  
Alex C. Moss, PA-C  
Joseph L. Dayton, PA-C

March 19, 2015

Dear Dr. Mary Barinaga:


I am writing you this letter to express my sincere interest in selecting the next generation of Idaho WWAMI physicians. I believe that my life experience and perspective provide a framework for my interest in the Idaho admission's committee position as well as how I can meaningfully contribute.

Growing up on a rural Idaho potato farm, I gained grit and a loyalty to this land. My connection to Idaho has never wavered. As an Idaho WWAMI student, I took advantage of the opportunity to train in Idaho as much as possible (three out of four years). From the beginning of medical school, I felt a sense of responsibility and accountability to the citizens of Idaho, who help make WWAMI a reality. This exceptional educational experience helped me to forge many relationships with the Idaho medical community and to gain the confidence to practice primary care. Following medical school, I trained at the Family Medicine Residency of Idaho, including two years at the Caldwell rural training track. As a resident, I had the opportunity to interview and help rank numerous applicants for the rural training track, which provided valuable experience and insight. This unparalleled residency training propelled me into my current practice as a rural, full spectrum family physician in Montpelier, Idaho.

As a rural Idaho family physician, I see the challenges and unmet needs that much of our state encounters, which has helped me to further appreciate the principles of "grow your own" and "train to retain." Many Idaho communities need ambitious physicians who form relationships of trust as leaders, volunteers, and advocates but can maintain a healthy life-balance and perseverant perspective. We know that applicants from rural and underserved areas are more likely to return to those communities, which was the case for me. For this reason, I have mentored youth from the aforementioned backgrounds (UDOC and Careers in Medicine). In addition, we know that when medical students or residents have genuine exposure to rural or underserved medicine, they are more likely to consider it as a practice opportunity. Thus, I work with medical students and residents in Montpelier, hopefully providing them with intrigue, excitement, and the confidence to consider a rural practice career.

The responsibility and opportunity to help select Idaho WWAMI students and hopefully future Idaho physicians is substantial. I recall being disappointed as a medical student when colleagues reported that they had no intent of returning to Idaho. It is not realistic for every student to return to Idaho, as their life circumstances, interests, or Idaho opportunities may change. However, I know that as we invest in the right students, Idaho communities will see a great benefit. I am grateful for those who appreciated my grit and chose to invest in me as an Idaho WWAMI student.

Thank you for your consideration and time. Please note that I do not have any children who would be applying for a WWAMI seat in the next 7 years.

  
Lance Hansen, MD

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**CONSENT AGENDA  
JUNE 18, 2015**

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**SUBJECT**

Programs and Changes Approved by Executive Director - Quarterly Report

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section III.G.8.a., Postsecondary Program Approval and Discontinuance

**BACKGROUND/DISCUSSION**

On August 13, 2014, the Board was presented with a full report on Program Prioritization to include a summary of programmatic changes institutions propose to implement as a result of this process.

Board staff developed a streamlined program approval process that aligns with Board Policy III.G for processing the changes *en masse*. The process was divided into three parts and required institutions to submit batch notices for minor program changes, creation and discontinuation of new academic program components, and name changes. A batch request was required for the discontinuation of academic and professional-technical education (PTE) programs, centers, institutes, etc.; the creation, consolidation, and bifurcation of undergraduate programs; and the creation of new undergraduate certificates.

Board staff maintained the existing proposal process for any new academic/PTE programs; the creation, consolidation, and bifurcation of graduate programs; new graduate certificates; program expansion to off-campus sites; creation of new academic centers, institutes; and the transition of existing programs to online delivery. Institutions were required to follow the standard proposal process for self-support or professional fee program requests consistent with Board Policy V.R.

In accordance with Board Policy III.G.3.b.i.(2) and 4.b, prior to implementation the Executive Director may approve any new, modification, and/or discontinuation of academic or professional-technical education programs, with a financial impact of less than \$250,000 per fiscal year. Each institution has indicated that their respective program changes provided in Attachment 1 fall within the threshold for approval by the Executive Director.

Consistent with Board Policy III.G.8.a., the Board office is providing a quarterly report of program changes from Idaho's public institutions that were approved between February 2015 and May 2015 by the Executive Director.

**ATTACHMENTS**

Attachment 1 – List of Programs and Changes Approved  
by the Executive Director

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**BOARD ACTION**

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

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**Program Prioritization Changes**

Approved by Executive Director  
February 2015 and May 2015

Institution	Batch Request and Approval
ISU	Creation of New Department of Emergency Services
ISU	College of Science and Engineering 1) <b>Discontinue</b> the Master of Natural Science in Biology 2) <b>Discontinue</b> the Master of Natural Science in Chemistry 3) <b>Discontinue</b> the Master of Natural Science in Geosciences 4) <b>Discontinue</b> the Master of Natural Science in Physics
ISU	Division of Health Sciences 1) <b>Discontinue</b> AAS in Radiographic Science
ISU	Kasiska School of Health Professions 1) <b>New</b> undergraduate Certificate in Community Paramedic
LCSC	Academic Program Discontinuations <ul style="list-style-type: none"> <li>• Entrepreneurship, A.S.</li> <li>• Liberal Arts: Humanities, A.A.</li> <li>• Liberal Arts: Social Science, A.A.</li> </ul>
LCSC	Professional-Technical Program Discontinuations <ul style="list-style-type: none"> <li>• Digital Imaging, Intermediate Technical Certificate</li> <li>• Offset Press, Intermediate Technical Certificate</li> </ul>
UI	Discontinue the following majors/degrees and certificates: <ul style="list-style-type: none"> <li>• B.S., Medical Technology</li> <li>• B.A., B.S., American Studies</li> <li>• B.S.Art.Ed. Art Education</li> <li>• Ed.S.AO.L.L, Adult/Organizational Learning and Leadership</li> <li>• M.S., Hydrology</li> <li>• M.S., Microbiology, Molecular Biology, &amp; Biochemistry</li> <li>• M.A.T, English</li> <li>• M.A.T, Art</li> <li>• M.S, M.Eng, Environmental Engineering</li> <li>• Adult Basic Ed/GED Instructor Certificate</li> <li>• Heating, Ventilation, Air Conditioning Certificate</li> <li>• Advanced Materials Design Certificate</li> <li>• Semiconductor Theory &amp; Devices Certificate</li> <li>• Water Resources Engineering Certificate</li> <li>• Electric Machines Certificate</li> <li>• Communications and Control Certificate</li> <li>• Structural Engineering Certificate</li> <li>• Applied Geotechnics Certificate</li> <li>• University of Idaho Leadership Undergraduate Academic Certificate</li> </ul>

Institution	Batch Notice to OSBE (Does not require approval but notification to OSBE per policy III.G. & Streamlined Process)
BSU	Change name of existing Master of Science in Geology to Master of Science in Geosciences
BSU	New Minor in Romance Languages
BSU	New Minor in Iberian Studies

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Institution	Batch Notice to OSBE (Does not require approval but notification to OSBE per policy III.G. & Streamlined Process)
ISU	New Emphasis in Economics under the MBA degree program
ISU	Change name of Department of Mathematics to Department of Mathematics and Statistics
ISU	Change name of Intermountain Center for Educational Effectiveness to Albion Center for Education Innovation
ISU	Revision of New Program Components processed in December 2014 a. <b>Change the name</b> of previously approved emphasis in Community College Leadership in the Ed.D. in Educational Leadership <b>to</b> an emphasis in Community College in the M.Ed. in Educational Leadership b. <b>Change the name</b> of previously approved K-12 Endorsement in Mathematics Coaching in the M.Ed. in Elementary Education <b>to</b> the K-12 Endorsement in Mathematics Consulting Teacher in the M.Ed. in Elementary Education. c. <b>Change the name</b> of previously approved K-12 Endorsement in Mathematics Coaching in the M.Ed. in Secondary Education <b>to</b> the K-12 Endorsement in Mathematics Consulting Teacher in the M.Ed. in Secondary Education.
LCSC	New or discontinuation of academic program components: <ul style="list-style-type: none"> <li>• Discontinue Gifted and Talented, minor and endorsement</li> <li>• Discontinue Computer Science emphasis areas of Information Systems, Information Technology, and Web Development</li> <li>• New Anthropology minor</li> </ul>
LCSC	Name changes to existing programs, instructional units <ul style="list-style-type: none"> <li>• Web Development – change names of A.A.S. and B.A.S. to <i>Web Design and Development</i></li> <li>• Graphic Arts/ Printing Technology – change names of A.A.S. and B.A.S. to <i>Graphic Communications</i></li> </ul>
UI	Program or Department Changes: <ul style="list-style-type: none"> <li>• Move Biological and Agricultural Engineering, BSBAE, M.Engr, MS, Ph.D</li> <li>• Rename to Biological Engineering and change degree to a B.S.</li> </ul>
UI	University Wide Program structure <ul style="list-style-type: none"> <li>• Move Bioinformatics and Computation Biology, M.S. and Ph.D. to College of Science</li> <li>• Move Bioregional Planning, M.S. and graduate certificate to College of Art and Architecture</li> <li>• Move Neuroscience, M.S. and Ph.D. to Department of Biology w/in College of Science</li> <li>• Move Environmental Science, B.S.Env.S, MS, and Ph.D to the College of Natural Resources</li> <li>• Move Water Resources M.S and Ph.D to College of Agricultural and Life Sciences</li> </ul>
UI	Change name of department- Conservation Social Sciences to Natural Resources and Society
UI	Reorganize the following majors: <ul style="list-style-type: none"> <li>• Agricultural Economics, B.S.Ag.Econ with emphases in:               <ul style="list-style-type: none"> <li>○ Applied Economics</li> <li>○ Agribusiness</li> </ul> </li> <li>• Agribusiness, B.S.Ag.Econ – Discontinue</li> </ul>
UI	Reorganize the following majors and degrees into one degree program w/emphases: <ul style="list-style-type: none"> <li>• B.Mus., Music Education: Instrumental</li> <li>• B.Mus., Music Education: Vocal</li> <li>• B.Mus., Music Education: Vocal-Instrumental</li> </ul> B.Mus., Music Education w/emphasis in: <ul style="list-style-type: none"> <li>• Instrumental</li> <li>• Instrumental-Vocal</li> <li>• Vocal-Voice</li> <li>• Vocal-Keyboard</li> </ul>



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Institution	Batch Notice to OSBE (Does not require approval but notification to OSBE per policy III.G. & Streamlined Process)
UI	Reorganize the following majors and degrees into one degree program w/emphases: <ul style="list-style-type: none"> <li>• BA/BS Applied Music</li> <li>• BA/BS Music History &amp; Literature</li> <li>• BA/BS Music Theory</li> </ul> BA/BS Music w/emphasis in: <ul style="list-style-type: none"> <li>• Applied</li> <li>• History and Literature</li> <li>• Theory</li> </ul>
UI	Reorganize the following majors and degrees into one degree program w/options: <ul style="list-style-type: none"> <li>• B.Mus. Music: Vocal Performance</li> <li>• B.Mus. Music Instrumental Performance</li> </ul> B.Mus. Music: Performance w/options in: <ul style="list-style-type: none"> <li>• Keyboard</li> <li>• Instrumental</li> <li>• Vocal</li> </ul>
UI	Reorganize the following major and degree <ul style="list-style-type: none"> <li>• Discontinue BFA Musical Theatre</li> <li>• Create Minor Musical Theatre</li> </ul>

**Academic Programs**

Approved by Executive Director  
February 2015 and May 2015

Institution	Program Changes
CSI	New General Education Academic Certificate
CWI	New General Education Academic Certificate
CWI	Discontinue AS, Agriculture Science
NIC	New General Education Academic Certificate
BSU	New BS, Business and Economics Analytics
BSU	New Computer Science Teacher Endorsement, Graduate Certificate
BSU	Health Care Simulation, Graduate Certificate
BSU	New School of Public Service <ul style="list-style-type: none"> <li>• Move Departments of Community &amp; Regional Planning, Criminal Justice, Military Science, Political Science, and Public Policy &amp; Administration from College of Social Sciences and Public Affairs to the School of Public Service</li> <li>• Move Departments of Anthropology, Communication, History, Psychology, and Sociology; BA program in Environmental Studies; and BA in Multidisciplinary Studies from College of Social Sciences and Public Affairs to the <u>College of Arts and Sciences</u>—<b>correction of department name previously reported in February 2015.</b></li> <li>• Discontinue College of Social Sciences and Public Affairs</li> </ul>
UI	New Organizational Dynamics Certificate, Undergraduate Certificate

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Institution	Program Changes
UI	New Bioinformatics and Computational Biology, Graduate Certificate
UI	Master of Natural Resources- Bifurcation of existing Major into two options: <ul style="list-style-type: none"> <li>• Natural Resources – Integrated Natural Resources</li> <li>• Natural Resources – Fire Ecology and Management</li> </ul>
UI	New BS, Sustainable Food Systems

Institution	Other Program Changes (Does not require approval but requires notification to OSBE per policy III.G.)
BSU	Name change of existing instructional unit: School of Allied Health to School of Allied Health Sciences
BSU	Move existing minor in Refugee Studies from the School of Social Work to the Department of History
LCSC	New Minor/Endorsement, Online Teaching
LCSC	New Minor, Women's and Gender Studies
UI	New/Changes to Academic Program Components: <ul style="list-style-type: none"> <li>• New Pre-Health Professions Studies minor</li> <li>• Discontinue five options under the BS, in Biological Engineering               <ul style="list-style-type: none"> <li>○ Agricultural Engineering</li> <li>○ Biological Engineering</li> <li>○ Environmental Engineering</li> <li>○ Bioenergy Engineering</li> <li>○ Eco-Hydrological Engineering</li> </ul> </li> </ul>

**Professional - Technical Education Programs  
Approved by Executive Director**

Program Activity	Institution
Medical Assistant, Technical Certificate	CWI
Addition of Intermediate Technical Certificate and Advanced Technical Certificate to the Graphic Design Program	NIC

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**SUBJECT**

Indian Education Committee Appointment

**REFERENCE**

February 21, 2013	The Board approved the first reading of Board Policy I.P. combining the Higher Education and K-12 Indian Education Committees
April 18, 2013	The Board approved the second reading of Board Policy I.P. combining the Higher Education and K-12 Indian Education Committees
December 19, 2013	The Board approved members of the Idaho Indian Education Committee.
June 18, 2014	The Board approved the appointment of Dani Hansing to the Committee.
August 14, 2014	The Board approved the appointment of Kathy Albin and Bill Picard.
October 16, 2014	The Board approved the appointment of Mitzi Sabori to the Committee.
February 19, 2015	The Board approved the appointment of Pete Putra and Will Fanning.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

The purpose of the Board's Indian Education Committee is "to advocate for American Indian students, act as an advisory body to the State Board of Education and the State Superintendent of Public Instruction, and serve as a link between the American Indian Tribes".

The Idaho Indian Education Committee consists of 19 members appointed by the Board and includes the following consistent with Board Policy I.P.

- One representative from each of the eight public postsecondary institutions
- One representative from each of the five tribal chairs or designee
- One representative from each of the five tribal education affiliations (K-12)
- One representative from each of the two Bureau of Indian Education schools
- One representative from the State Board of Education, as an ex-officio member

The College of Southern Idaho has forwarded Mr. Nolan Goubeaux's name for consideration to fill the current vacant seat for their representative. Mr. Goubeaux holds a Master of Public Administration and a Master of Environment and Natural Resources at the University of Wyoming in addition to being an alumni from

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Northwest College. Mr. Goubeaux is enthusiastic about education and student service and brings professional experience in student affairs from diverse institutions nationwide. With a strong passion for student success and engagement at the community college level, Mr. Goubeaux hopes to build upon the strong student-focused foundation at the College of Southern Idaho.

**IMPACT**

The proposed appointment replaces the CSI representative on the Committee.

**ATTACHMENTS**

Attachment 1 – Current Committee Membership	Page 3
Attachment 2 – Nomination Letter	Page 5

**STAFF COMMENTS AND RECOMMENDATIONS**

Ms. Dani Hansing representing the College of Southern Idaho has left employment of CSI. Mr. Nolan Goubeaux has been identified to replace Ms. Hansing and serve as CSI's representative. If approved, Mr. Goubeaux would complete the current term of Ms. Hansing which runs from July 1, 2013 – June 30, 2018.

Board staff recommends approval.

**BOARD ACTION**

I move to appoint Mr. Nolan Goubeaux, representing the College of Southern Idaho to the Idaho Indian Education Committee, effective immediately.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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**State Board of Education  
Indian Education Committee**

**Dr. Yolanda Bisbee** is the Executive Director of Tribal Relations at the University of Idaho (UI). Term: July 1, 2013 – June 30, 2017.

**Selena Grace** is the Associate Vice President for Institutional Effectiveness at Idaho State University (ISU). Term: July 1, 2013 – June 30, 2016.

**James Anderson** is the Vice President for Enrollment Services in the Division of Student Affairs at Boise State University (BSU). Term: July 1, 2013 – June 30, 2018

**Bob Sobotta, Jr.** is the Director of Native American/Minority Student Services at Lewis-Clark State College (LCSC). Term: July 1, 2013 – June 30, 2016

**Evanlene Melting-Tallow** is an Advisor for American Indian students at North Idaho College (NIC). Term: July 1, 2013 – June 30, 2017

**Nolan Goubeaux** is the Associate Dean of Student Affairs for the College of Southern Idaho (CSI). Term: July 1, 2013 – June 30, 2018

**Will Fanning** is the Dean of Professional-Technical Education at the College of Western Idaho (CWI). Term: July 1, 2013 – June 30, 2016

**Jared Gardner** is currently an Admissions Counselor at Eastern Idaho Technical College (EITC). Term: July 1, 2013 – June 30, 2017

**Jennifer Porter** is the chairperson's designee for the Kootenai Tribe. Term: July 1, 2013 – June 30, 2017

**Dr. Chris Meyer** is the Director of Education for the Coeur d'Alene tribe and serves as the Tribal Chairperson's designee for the Coeur d'Alene Tribe. Term: July 1, 2013 – June 30, 2016

**Kathy Albin** is the High School Coordinator for the Coeur d'Alene tribe and serves as the K-12 Representative for the Tribe. Term: July 1, 2013 – June 30, 2016

**Bill Picard** is a member of the Nez Perce Tribal Executive committee and serves as the Tribal Chairperson's designee. Term: July 1, 2013 – June 30, 2018

**Joyce McFarland** is the Education Manager for the Nez Perce tribe and serves as the K-12 representative for the Nez Perce tribe. Term: July 1, 2013 – June 30, 2018

**Mitzi Sabori** is a member of the Fort Hall Business Council and serves as the Tribal Chairperson's designee for the Shoshone-Bannock Tribes. Term: July 1, 2013 – June 30, 2017

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**Vacant** is the Youth Education Coordinator for the Shoshone-Bannock Tribes and serves as the K-12 representative for the Shoshone-Bannock Tribes. Term: July 1, 2013 – June 30, 2016

**Pete Putra** is a member of the Shoshone-Paiute Tribes and serves as the Tribal Chairperson's designee for the Shoshone-Paiute Tribes. Term: July 1, 2013 – June 30, 2018

**Shana Thomas** is the Owhyee Combined School Counselor for the Shoshone-Paiute Tribes and serves as the K-12 representative for the Shoshone-Paiute Tribes. Term: July 1, 2013 – June 30, 2017

**Eric Kendra** is the Superintendent of the Coeur d'Alene Tribal School and serves as the one of the Bureau of Indian Education school representatives. Term: July 1, 2013 – June 30, 2016

**Eric Lords** is the Superintendent of the Sho-Ban Jr-Sr High School and serves as the one of the Bureau of Indian Education school representatives. Term: July 1, 2013 – June 30, 2018

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May 20, 2015

Dr. Christopher Mathias  
Chief Academic Officer  
Office of Idaho State Board of Education  
650 W. State Street, Room 307  
Boise, ID 83720-0037

Dear Dr. Mathias:

The College of Southern Idaho will be continuing their participation in the Idaho Indian Education Committee with the State of Idaho. This Committee plays a key role in supporting the State of Idaho's education plans for the future of Indian education in the state of Idaho.

Nolan Goubeaux, Associate Dean of Student Affairs, will be our appointee to this statewide committee. Nolan's new to the College of Southern Idaho and begins on June 1, 2015. His contact information will be [ngoubeaux@csi.edu](mailto:ngoubeaux@csi.edu).

We look forward to working with the Idaho State Board of Education in this effort. If you have questions or concerns, please contact my office (208)732-6325.

Sincerely,

A handwritten signature in blue ink that reads 'Todd Schwarz'.

Todd Schwarz, Ph.D.  
Executive Vice President  
& Chief Academic Officer

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**STATE REHABILITATION COUNCIL**

**SUBJECT**

Idaho State Rehabilitation Council Membership

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

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

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

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

- i. At least one representative of the Statewide Independent Living Council, who must be the chairperson or other designee of the Statewide Independent Living Council;
- ii. At least one representative of a parent training and information center established pursuant to section 682(a) of the Individuals with Disabilities Education Act;
- iii. At least one representative of the Client Assistance Program established under 34 CFR part 370, who must be the director of or other individual recommended by the Client Assistance Program;
- iv. At least one qualified vocational rehabilitation counselor with knowledge of and experience with vocational rehabilitation programs who serves as an ex officio, nonvoting member of the Council if employed by the designated State agency;
- v. At least one representative of community rehabilitation program service providers;
- vi. Four representatives of business, industry, and labor;
- vii. Representatives of disability groups that include a cross section of (A) Individuals with physical, cognitive, sensory, and mental disabilities; and (B) Representatives of individuals with disabilities who have difficulty representing themselves or are unable due to their disabilities to represent themselves;
- viii. Current or former applicants for, or recipients of, vocational rehabilitation services;

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- ix. In a State in which one or more projects are carried out under section 121 of the Act (American Indian Vocational Rehabilitation Services), at least one representative of the directors of the projects;
- x. At least one representative of the State educational agency responsible for the public education of students with disabilities who are eligible to receive services under this part and part B of the Individuals with Disabilities Education Act;
- xi. At least one representative of the State workforce investment board; and
- xii. The director of the designated State unit as an ex officio, nonvoting member of the Council.

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

The Council currently has three (3) reappointments, one (1) new appointment and one (1) resignation for Board approval. Lonnie Pitt is requesting to be reappointed as a representative of a former applicant or recipient of VR; his first term expires June 30, 2015. Angela Lindig is requesting to be reappointed as a representative of a parent training and information center; her first term expires June 30, 2015. Lori Gentillon is requesting to be reappointed as a representative of a community rehabilitation program; her first term expires June 30, 2015. Suzette Whiting is requesting to be appointed as a representative of a VR counselor. Max Sorenson has been serving as the representative for a VR counselor; his term is expiring on June 30, 2015 and he has requested not to be reappointed.

**IMPACT**

The above four (4) appointments and resignation will bring the IDVR Advisory Council membership to a total of 16 with two vacancies on the council, one for a representative from the State Independent Living Council and one for a representative of business, industry and labor. Minimum composition for the council is 15 members.

**ATTACHMENTS**

Attachment 1 - Current Council Membership

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**BOARD ACTION**

I move to approve the reappointment of Lonnie Pitt to the Vocational Rehabilitation State Rehabilitation Council as a representative of a former applicant or recipient of VR for a term of three years effective July 1, 2015 and ending June 30, 2018.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

I move to approve the reappointment of Angela Lindig to the Vocational Rehabilitation State Rehabilitation Council as a representative of a parent training and information center for a term of three years effective July 1, 2015 and ending June 30, 2018.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

I move to approve the reappointment of Lori Gentillon to the Vocational Rehabilitation State Rehabilitation Council as a representative of a community rehabilitation program for a term of three years effective July 1, 2015 and ending June 30, 2018.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

I move to approve the appointment of Suzette Whiting to the Vocational Rehabilitation State Rehabilitation Council as a representative of a Vocational Rehabilitation counselor for a term of three years effective July 1, 2015 and ending June 30, 2018.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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**State Rehabilitation Council Membership**

<b>Members Shall Represent:</b>	<b>Number of Representatives Required</b>	<b>Name</b>	<b>Term Ends</b>	<b>Serving Term # (maximum 2)</b>
Parent Training & Information Center...	Minimum 1	Angela Lindig to be re-nominated	6/30/2015	1
Department of Education	Minimum 1	Alison Lowenthal	6/30/2017	1
Client Assistant Program	Minimum 1	Dina Flores - Brewer	n/a	No Limit
Workforce Development Council	Minimum 1	Gordon Graff	8/31/2015	1
Director of Vocational Rehabilitation	Minimum 1	Jane Donnellan	n/a	No Limit
Former Applicant or Recipient	Minimum 1	Lonnie Pitt to be re-nominated	6/30/2015	1
Community Rehabilitation Program	Minimum 1	Lori Gentillon - to be re-nominated	6/30/2015	1
Business, Industry and Labor	Minimum 4	Lucas Rose	6/30/2017	1
		Rachel Damewood	6/30/2017	2
		Judith James	4/30/2018	1
VR Counselor	Minimum 1	Suzette Whiting to be nominated		
Idaho's Native American Tribes	Minimum 1	Ramona Medicine Horse	n/a	No Limit
		David Miles	n/a	No Limit
State Independent Living Council	Minimum 1	VACANT		
Disability Advocacy groups	No minimum or maximum	Jayne Womack - First term begins 7-1-2015	6/30/2018	1
		Molly Sherpa	3/31/2017	1
		Mike Hauser	2/28/2018	1
Updated 5/13/2015				Total Mbrs 16

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**SUBJECT**

Appointments to the Data Management Council

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

The Data Management Council (Council) is tasked with making recommendations on the oversight and development of Idaho's Statewide Longitudinal Data System (SLDS) and oversees the creation, maintenance and usage of said system. There are 12 seats on the Council. The Council consists of representatives from the Office of the State Board of Education (OSBE), public postsecondary institutions, a registrar, State Department of Education, school districts, Professional-Technical Education, and the Department of Labor.

Each year, half of the seats are up for appointment. Each term is 2 years commencing on July 1<sup>st</sup>. The candidates for reappointment are:

Georgeanne Griffith (Lakeland School District)  
Tami Haft (North Idaho College)  
Carson Howell (Office of the State Board of Education)  
Todd King (Idaho State Department of Education)  
Heather Luchte (Professional-Technical Education)  
Vince Miller (Idaho State University)

Will Goodman is currently serving on the Council as a representative from the State Department of Education. Will has announced his resignation from the Department, effective the beginning of July. His replacement, Chris Campbell, is proposed to fill out the remainder of Will's term on the Council.

**IMPACT**

Appointment of these individuals will fill all seats on the Data Management Council.

**STAFF COMMENTS AND RECOMMENDATIONS**

The Data Management Council met and formally voted to recommend these individuals for the open seats on the Council. Each person expressed their desire to serve on the Council and are qualified.

Staff recommends approval.

**CONSENT**  
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**BOARD ACTION**

I move to approve the reappointment of Georgeanne Griffith, Tami Haft, Carson Howell, Todd King, Heather Luchte, and Vince Miller and appointment of Chris Campbell to the Data Management Council.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_



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**BOISE STATE UNIVERSITY**

**SUBJECT**

Alcohol Report and Request for Pre-game Alcohol Waiver – Caven Williams Sports Complex and Stueckle Sky Center

**REFERENCE**

- June 2013            Board approved a request to establish secure areas for pregame activities that serve alcohol for the 2013 football season as well as alcohol service in the Sky Center during home games, Famous Idaho Potato Bowl, and the 2014 Spring Game and the Caven Williams Sports Complex for home football games and the Famous Idaho Potato Bowl.
- June 2014            Board approved a request to establish secure areas for pregame activities that serve alcohol for the 2014 football season as well as alcohol service in the Sky Center during home games, Famous Idaho Potato Bowl, and the 2015 Spring Game and the Caven Williams Sports Complex for home football games and the Famous Idaho Potato Bowl.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

For the past ten football seasons, the Board has granted permission under Policy, I.J. to allow service of alcohol on campus in conjunction with Bronco home football games and the Famous Idaho Potato Bowl. Boise State University requests Board approval to provide alcohol service in the Caven Williams Sports Complex and the Stueckle Sky Center prior to each home football game for the 2015 season, a potential conference championship game, the Famous Idaho Potato Bowl Game, and the 2016 Spring Game, as outlined below.

**Caven Williams Sports Complex**

The University is seeking permission to provide alcohol service in the Caven Williams Sports Complex for the purpose of creating a gathering place for Albertson Stadium patrons prior to home football games. In the secure area, ticketed patrons of Albertsons Stadium may purchase food and beverages (non-alcoholic and alcoholic) from the University's official food service provider.

The Caven Williams Sports Complex will serve as a restaurant-style, pre-game gathering place for patrons of Albertsons Stadium. This space will become part of the Bronco Gameday experience. It will add value to those attending Bronco football games by offering unique food and drink options in a lighted, temperature-controlled environment.

As with the previous years, Boise State University will provide all the control

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measures and follow all requirements of Board policy regarding alcohol service. In addition, the University will conduct the pre-game activities under the following conditions:

1. All patrons must show a valid game ticket to enter the Caven Williams Sports Complex.
2. Event begins three hours prior to kick off and ends at the start of the game.
3. The Caven Williams Sports Complex will be secured to control access to and from the area.
4. There will be one entry point into the Caven Williams Sports Complex manned by security personnel who will check for valid game tickets of all patrons entering the facility.
5. One ID station will be provided, located inside the facility, where ID's will be checked and special colored wrist bands will be issued to identify attendees over the age of 21.
6. There will be one entrance to each queuing line for beer and wine sales. Each entrance will be manned by security personnel who will check wristbands of all patrons prior to entering the line. Only those patrons with wristbands will be allowed to enter the queue for alcohol purchases.
7. Security personnel located throughout the area will be monitoring all alcohol wristband policies and patron behavior.
8. No alcohol making or distributing companies will be allowed to sponsor the event.
9. Security personnel will not allow patrons to exit or enter the secured area with any alcoholic beverages.
10. The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.
11. The SBOE alcohol policy will be included in Boise State's 2015 Fan Guide and will be posted at the entrance of Caven Williams Complex on gamedays. This notice will state that the minimum drinking age in Idaho is 21 and that at no time should they allow any underage drinking and/or serving of alcohol to visibly intoxicated patrons.

**Stueckle Sky Center**

Prior to approval of construction of the skybox suites, the Board granted approval for the University to represent that alcohol service would be available in the skyboxes. Based on that approval, the leases with patrons for the suites, club seats and loge seats were all created with the understanding that alcohol service would be available during games in this area of the stadium only. However, such alcohol service is clearly known to be at the sole discretion of the Board.

The University seeks permission to allow alcohol sales to patrons leasing seats in the Stueckle Sky Center on the west side of the stadium. In this secure area, Boise

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State will allow patrons to purchase food and beverages, both non-alcoholic and alcoholic.

The University will provide all control measures and follow all requirements of Board policy regarding alcohol service. As with the previous years, the University will provide all the control measures and follow all requirements of Board policy regarding alcohol service. In addition, the University will conduct the pre-game activities under the following conditions:

1. The Sky Center is enclosed and totally separate from the general seating areas; alcohol service will only be available to patrons with tickets in the Sky Center.
2. There is no access from the general seating area into the Sky Center. Further, only patrons who hold tickets to seats in the Sky Center will be allowed into the Sky Center during games.
3. Service will begin no sooner than three hours prior to kick off and will end at start of the 4<sup>th</sup> quarter.
4. Two entry points at the North and South Elevator Towers will be manned by security personnel.
5. Security personnel will be located throughout the Sky Center area on each of the four floors monitoring all alcohol policies and patron behavior.
6. Security personnel will not allow patrons to exit or enter the area with any food or beverages.
7. The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.
8. Boise State will abide by all terms and conditions of the Board's existing alcohol policy.
9. The official food sponsor will be required to insure and indemnify the State of Idaho, the State Board of Education, and Boise State University for a minimum of \$2,000,000, and to make sure the proper permits and licenses are obtained.
10. No alcohol making or distributing companies may be allowed to sponsor the activities.
11. Boise State University will implement further measures to assure underage drinking does not take place in the Sky Center as shown on the attachment. A list of those measures defining how the Sky Center is monitored and secured is attached. This security plan was provided to the Board at the Board's request with regard to the 2011 season.

Boise State University utilizes campus security, along with the Boise City Police and other law enforcement and civilian officials, to control and manage the service of alcohol. Even during sold out games, no serious issues or concerns have been reported since alcohol service began in 2005. Boise State will have the same or an enhanced security plan that has been in place for the past ten seasons for the coming season.

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**IMPACT**

Approval will allow Boise State University to continue the practice of serving alcohol in restricted areas during home football games.

**ATTACHMENT**

Attachment 1 – Security Plan – Caven Williams Alcohol Waiver Page 5  
Attachment 2 – Security Plan – Stueckle Sky Center Page 8

**STAFF COMMENTS AND RECOMMENDATIONS**

Board policy I.J., as amended in April 2011, allows for the sale or consumption of alcoholic beverages on campus grounds in conjunction with NCAA football games with prior Board approval. All requests must comply with the minimum criteria established in Board policy. The Board may require further restriction if desired. Each institution is required to submit a report after the conclusion of the football season before consideration is given for approval of future requests. This agenda item serves as UI's report regarding service during the 2014 football season.

**BOARD ACTION**

A motion to approve the request by Boise State University to establish secure areas under the conditions set forth in this request, and in full compliance with Board policy I.J., for the purpose of allowing alcohol service during pre-game activities for the 2015 home football season, a potential conference championship game, the Famous Idaho Potato Bowl, and the 2016 Spring Game; a request will be brought back to the Board after the conclusion of the 2015 season for reconsideration for 2016.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_ No \_\_\_\_

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**Boise State University  
2015 Football Season – Bronco Stadium  
Security Plan and Alcohol Report  
Caven Williams Sports Complex**

The following report addresses security for alcohol service at Boise State Football games in the Caven Williams Sports Complex. Security plans for the facility are as follows and will be conducted at each home game for the 2015 season. The plan outlines measures taken to ensure that no underage drinking occurs.

**Caven Williams Sports Complex**

There have been no serious incidents regarding the pre-game service of alcohol during the 2005 through 2014 seasons. We will create a secure, indoor, area where alcohol consumption can be monitored and contained. The area will be a restaurant-type atmosphere for Boise State football game patrons as with the previous years; Boise State University will provide all the control measures and follow all requirements of Board policy regarding alcohol service. Also, the university will conduct the pre-game activities under the following conditions:

**Caven Williams Game Day Staffing**

- Two Crowd Managers at front entrance checking individual passes to all that enter. Only patrons with a valid game ticket will be allowed to enter the facility.
- Two Aramark employees (TIPS trained) will check ID's and issue color coded wrist band.
- Crowd Manager checking for color coded wrist band stationed at entrance to the queuing area for purchase of alcohol.
- Crowd Manager roaming entire area checking for color coded wrist band and patron behavior
- Two Boise State Athletics employees roaming throughout facility identifying any problems that may occur. Will notify security personnel when necessary.
- Three Bronco Sports Marketing employees roaming throughout facility identifying any problems that may occur. Will notify security personnel when necessary.
- One Boise State University Operations employee roaming throughout facility identifying any problems that may occur. Will notify security personnel when necessary. Also responsible for checking entrances to secure building ensuring that no one is present without proper credentials.

**Policies for Facility**

- All who enter the Caven Williams Sports Complex must have a valid game ticket.
- Event begins three hours prior to kick off and ends at the start of the game.
- The Caven Williams Sports Complex will be secured to control access to and from the area.
- There will be one entry point into the Caven Williams Sports Complex manned by security personnel who will check for a valid game ticket of all patrons entering the facility.
- One ID station will be provided, located inside the facility, where ID's will be checked and special colored wrist bands will be issued to identity attendees over the age of 21.
- Security personnel located throughout the area will be monitoring all alcohol wristband policies and patron behavior.
- Security personnel will not allow patrons to exit or enter the secured area with any alcoholic beverages.
- The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all

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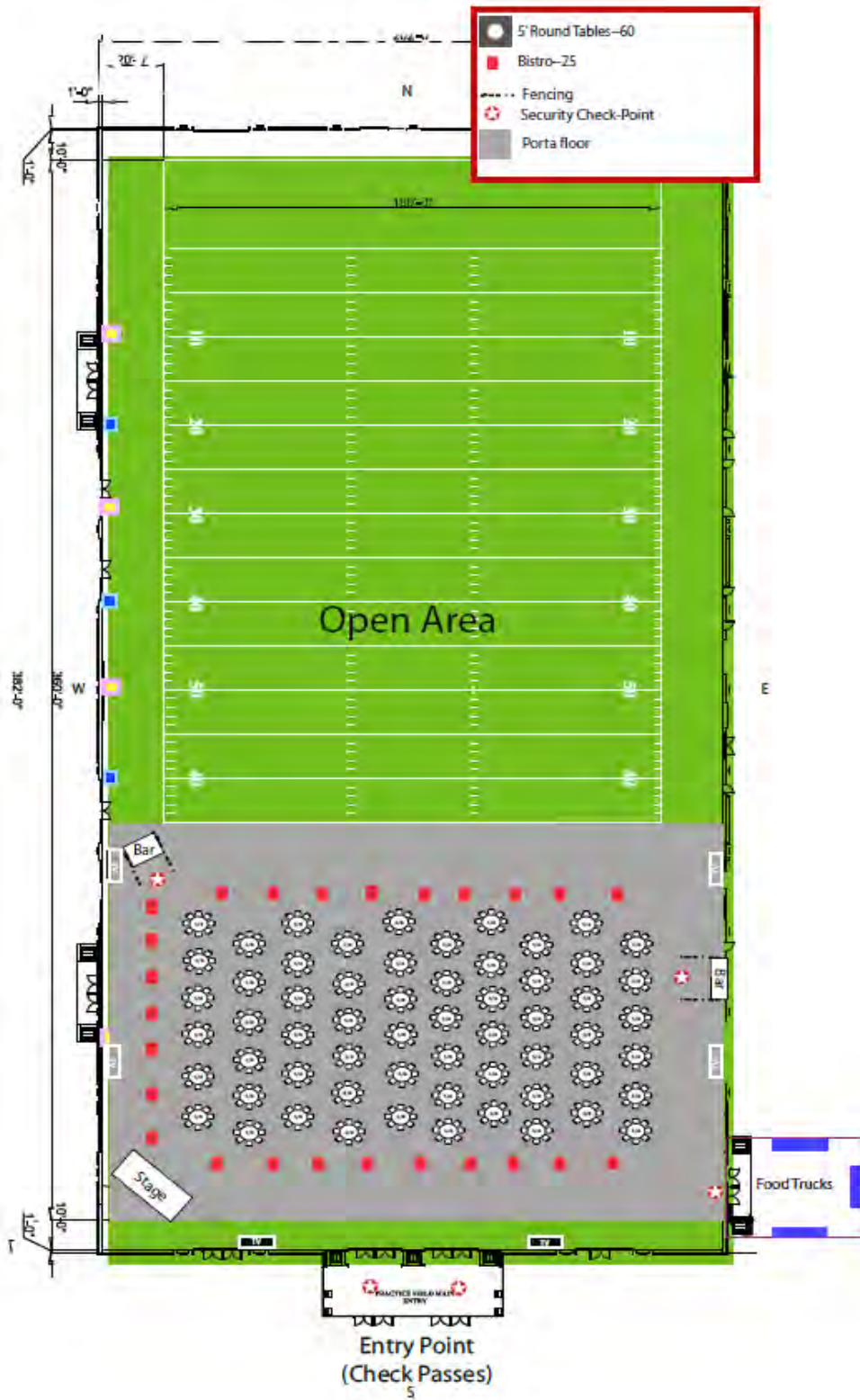
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alcohol to those of legal drinking age only.

- No alcohol making or distributing companies may be allowed to sponsor the event.
- The SBOE alcohol policy as it relates to the Caven Williams Complex will be included in Boise State's 2015 fan guide.
- Boise State will abide by all terms and conditions of the Board's existing alcohol policy.

Attached is the map of the facilities in the Caven Williams Sports Complex and how it will be configured for the game day events

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**Boise State University  
2015 Football Season – Bronco Stadium  
Security Plan and Alcohol Report  
Stueckle Sky Center**

The following report addresses security for alcohol service in the Stueckle Sky Center at Boise State Football games. Security plans for the Sky Center are as follows and will be conducted at each home game for the 2015 season. The plan outlines measures taken to ensure that no underage drinking occurs.

There have been no serious incidents regarding the service of alcohol during the 2005 through 2014 seasons.

As with the previous years, Boise State University will provide all the control measures and follow all requirements of Board policy regarding alcohol service. Also, the university will conduct the activities with the following staffing and security in the building on game day.

**Staffing Plan**

The following staffing will be implemented. The staff will be instructed that controlling the prevention of underage drinking of alcohol and/or overindulgence of alcohol is high priority.

- Crowd Management Supervisor — Oversee all patron services staff for the SSC
- Assistant Crowd Management Supervisor -- Assists Crowd Management Supervisor in supervision of patron services staff in the SSC

**North Elevator Lobby**

- Crowd Manager throughout the game. Stationed at entry point. Will check tickets, ensures alcoholic beverages do not enter or leave the facility and assist with patron services duties.
- Crowd Manager during load in and out that will move to the Loge level during the game. Checks tickets, ensures alcoholic beverages do not enter or leave the facility and patron services duties.

**South Elevator Lobby**

- Crowd Manager throughout the game. Stationed at entry point, checks tickets, ensures alcoholic beverages do not enter or leave the facility and assist with patron services duties.
- Crowd Manager during load in and out that will move to the Club level during the game. Checks tickets, ensures alcoholic beverages do not enter or leave the facility and patron services duties.

**Level 3-- Loge Level**

- Crowd Manager at the N. stairs stadium to loge level – Ensures guests in the stadium do not enter the Sky Center and SSC patrons do not enter the stadium. Patron services duties.
- N Elevator lobby Crowd Manager - Monitors Patrons who enter the Loge Level bar, assists in monitoring alcohol sales at the bar.
- Club Room Bar Crowd Manager -- Monitors the alcohol sales at the bar. Patron Services Duties
- South stairs stadium to loge level Crowd Manager. Ensures guests in the stadium do not enter the Sky Center and SSC patrons do not enter the stadium. Patron services duties.
- Crowd Manager to rove throughout the loge level – Patron services duties, monitors alcohol sales in bar and seating area.



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**Level 4- Club Level**

- Club Room Crowd Manager - Monitors the alcohol sales at the bar. Patron Services Duties
- South Stairwell Crowd Manager - Monitors movement of SSC patrons between the Suite and club level.
- Hallway Crowd Manager - Rove throughout the hall way. Patron services duties, monitors alcohol sales at kiosk.
- Club Lounge Crowd Manager - Monitors alcohol sales in bar area and patron services duties
- North Stairwell Crowd Manager -- Monitors movement of SSC patrons between the Suite and club level.
- Club Area Crowd Manager - Monitors back row of club seating area to ensure the isle remains clear. Patron services duties.
- West Stairs Crowd Manager between 4<sup>th</sup> and 5<sup>th</sup> floor-- Monitors movement of SSC patrons between the Suite and club level.
- Crowd Manager to rove between lounge and hallway—Patron services duties and assists in monitoring alcohol sales at bar and kiosk.

**Level 5—Suite Level**

- Club Room Bar Crowd Manager - Monitors the alcohol sales at the bar and Patron Services Duties
- South Hallway Crowd Manager - Patron services duties and rove hall to monitor patrons in the suites.
- North End of Hallway Crowd Manager - Patron services duties and rove hall to monitor patrons in the suites.

**Level 6—Press Level**

- Club Room Bar Crowd Manager - Monitors the alcohol sales at the bar and Patron Services Duties
- South End Hallway Crowd Manager - Patron services duties and rove hall to monitor patron in the suites.
- North End Hallway Crowd Manager - Patron services duties. Rove hall to monitor patron in the suites.

**Policies**

- SSC is enclosed and totally separate from the general seating areas and alcohol service will only be available to patrons with tickets in the Sky Center.
- There is no access from the general seating area into SSC. Only patrons who hold tickets to seats in the SSC will be allowed into the Sky Center during games.
- The sale of alcohol will begin no sooner than three hours prior to kick off and will end at the start of the 4th quarter.
- Security personnel will not allow patrons to exit or enter the area with any food or beverages.
- The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.
- Boise State will abide by all terms and conditions of the Board's existing alcohol policy.
- The official food sponsor will be required to insure and indemnify the State of Idaho, the State Board of Education, and Boise State University for a minimum of \$2,000,000, and to make sure the proper permits and licenses are obtained.
- No alcohol making or distributing companies may be allowed to sponsor the activities.

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- Each suite in the SSC shall have a sign displayed prominently with the following statement:

**Laminated info sheet included in all suites placed on refrigerator.**

Boise State University has received permission from the State Board of Education to serve alcohol in the Stueckle Sky Center. To continue to provide this service, we will need your help and cooperation.

- Please drink responsibly.
- The University will enforce a **zero tolerance policy** on **alcohol abuse** and **underage drinking** that could result in removal from the Sky Center and revocation of game tickets.
- Underage drinking is against the law and is not allowed anywhere in the Stueckle Sky Center.
- Please keep all items away from open windows. Items dropped or thrown from the suites could seriously injure fans seated below.
- Ticket must be displayed on a lanyard at all times. If you do not have a lanyard, let an usher know so one can be provided.
- Service of alcoholic beverages will cease at the completion of the third quarter.
- Alcoholic beverages are not allowed in the elevators.
- Patrons are not allowed to enter or exit the Stueckle Sky Center with any food or beverage.

**“It is a privilege for us to serve alcohol in the Stueckle Sky Center”**  
**Have a great Game Day, GO BRONCOS!**

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**IDAHO STATE UNIVERSITY**

**SUBJECT**

Request for Pre-game Alcohol Waiver

**REFERENCE**

June 2011	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2011 football season.
June 2012	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2012 football season.
June 2013	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2013 football season.
June 2014	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2014 football season.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND / DISCUSSION**

Board policy does not allow service of alcohol on campus in conjunction with athletic events. Exceptions to this policy have been granted provided an acceptable and manageable plan has been provided (Boise State and University of Idaho for the 2004 - 2014 football seasons).

During the 2007 through 2014 football seasons, Idaho State University followed models established by the University of Idaho and Boise State University for staging similar events.

In accordance with approval granted by the State Board for the 2014 football season, ISU reports that the program in place appeared to work well and that there were no reports of violations of the policy or Board approved conditions or incidents of underage drinking. Idaho State University is continuing to work with campus public safety, the Pocatello City Police and other officials to provide a controlled area for service of alcohol prior to home football games.

Idaho State University requests Board approval to establish a secure area on the West side of Holt Arena, prior to each home Bengal football game, for the purpose of allowing corporate partners, Bengal Foundation, Football Alumni Team

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members and invited guests the opportunity to gather with clients, friends, and guests for the 2015 home football games. In this secure area, Idaho State University Athletics will allow patrons to purchase food and beverages (non-alcoholic and alcoholic). The alcoholic beverages will be sold and served by a licensed provider and the University's official food service provider. Idaho State University will provide control measures and follow all requirements of Board policy regarding alcohol service. The University will conduct the pre-game activities under the following conditions:

1. A secured area surrounded by a fence to control access to and from the area.
2. Three-hour duration, ending at kick-off.
3. Alcohol making or distributing companies will not be allowed to sponsor the activities or tents.
4. A color-coded wrist band or pass admission system will identify attendees and invited guests. No one under legal drinking age will be admitted.
5. All corporate partners involved in the pre-game location will be sent a letter outlining pre-game location and the SBOE alcohol policy. The letter will state the minimum drinking age in Idaho is 21 and that at no time should they allow underage drinking and/or serving of alcohol to visibly intoxicated persons.
6. One entry/exit point, which will be manned by security personnel.
7. Security personnel located throughout the controlled area will be monitoring the alcohol wristband policy and patron behavior.
8. Security personnel will not allow patrons to exit the area with alcoholic beverages.
9. Tent sponsors will be required to insure and indemnify the State of Idaho, the State Board of Education and Idaho State University for a minimum of \$2,000,000 and to make sure that the proper permits and licenses are obtained.
10. The area is for sponsors to entertain clients/guests for the Fall 2015 home football games, including sales and service of alcohol.
11. A review of the 2015 events will be brought back after the conclusion of the season before consideration will be given to any future requests for similar activities on home football game days.

**IMPACT**

If approved, ISU will be able to include the sale of alcohol in secure area outlined in Attachments 1 and 2, on campus at home football games during the 2015 season.

**ATTACHMENTS**

Attachment 1 - Holt Arena – Full Aerial View	Page 4
Attachment 2 - Detail of Booth and Service Areas – West Side of Sports Med Center – Proposed Control Area	Page 5

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**STAFF COMMENTS AND RECOMMENDATIONS**

Board policy I.J., as amended in April 2011, allows for the sale or consumption of alcoholic beverages on campus grounds in conjunction with NCAA football games with prior Board approval. All requests must comply with the minimum criteria established in Board policy. The Board may require further restriction if desired. Each institution is required to submit a report after the conclusion of the football season before consideration is given for approval of future requests. This agenda item serves as ISU's report regarding service during the 2014 football season.

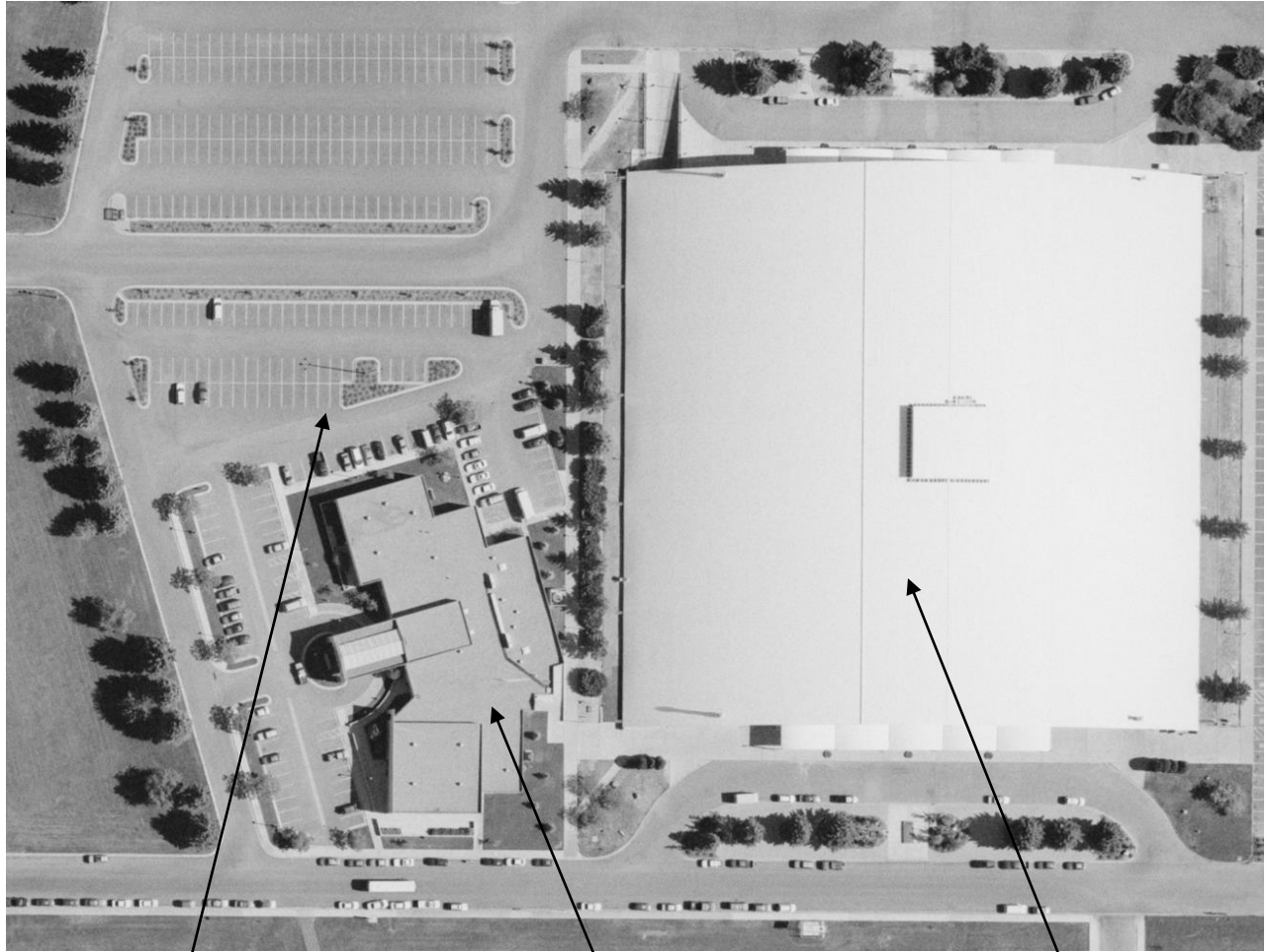
**BOARD ACTION**

I move to approve the request by Idaho State University to establish secure areas as specified in Attachments 1 and 2, for the purpose of allowing alcohol service during pre-game activities in full compliance with Board Policy I.J. during the 2015 season home football games.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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**Aerial View of Holt Arena and Sports Med Center**



Football Tailgate area

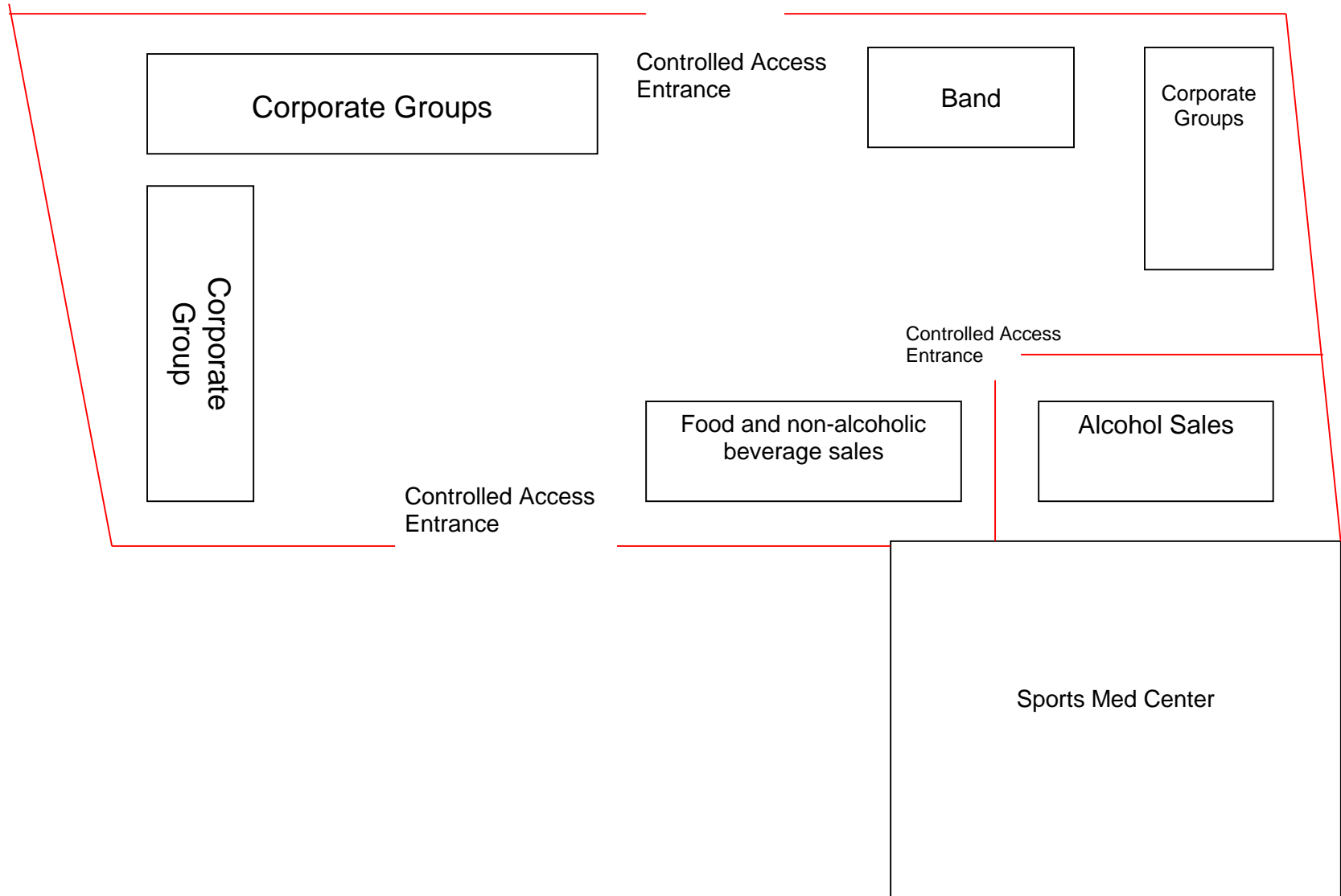
Sports Med Center

Holt Arena

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Football Pre-Game Tailgate



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**UNIVERSITY OF IDAHO**

**SUBJECT**

Pre-game Alcohol Service - 2015 Football Season.

**REFERENCE**

2004 through  
2013

Each year the Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for the football season.

June, 2014

Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2014 football season.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Current Board policy, Section I.J., provides that Idaho institutions may seek approval for the sale or consumption of alcoholic beverages in conjunction with NCAA football games under specific conditions.

The UI seeks approval from the Board to continue its prior practice whereby in the secure areas, patrons may purchase food and beverages (non alcoholic and alcoholic) from Sodexo, the university's official food service provider, as part of home football pre-game activities. The university will follow all requirements of Board policy regarding alcohol service, and will conduct the pre-game events under the conditions set out in Board policy I.J.2. at follows:

With respect to admission of persons under the legal drinking age (and per SBOE/Regents Policy I.J.2.iii.(1)) the university seeks approval to allow responsible adults who have been invited to a pre-game event to bring minor children and guests for whom the adults will be responsible. As per SBOE/Regents policy I.J.2. iii.(1) a color-coded wrist band system will serve to identify all authorized attendees and invited guests, with a separate wrist band clearly identifying those of drinking age. Underage children will not be allowed to consume or possess alcoholic beverages. This system has been in place for prior university pre-game events and it has promoted a family atmosphere at these events. There have not been any alcohol incidents arising from the presence of minors at these events.

Through the Fall 2014 football season and 2015 spring practice game, there have been no serious incidences regarding the pre-game service of alcohol. The UI creates a restaurant-type atmosphere within the secure areas. Feedback on

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the events has been very positive, and fans appreciated the opportunity to participate in pre-game events. These types of functions are beneficial to the university and are strategic friend- and fund-raising opportunities.

In managing its pre-game functions, the UI seeks to provide a family oriented, safe, fun, and exciting atmosphere that promotes attendance and enhances the game experience.

The secure areas where food and beverage service (including alcoholic beverages) will take place are:

- North Kibbie Field – this area will be available for President’s Circle Pre-Game Function, and for Corporate Tents, including the university’s athletic marketing agent (Learfield), to provide an opportunity for corporate sponsors to reward employees and say “thank you” to valued customers by hosting private functions. This area is located on the north lawn adjacent to the ASUI-Kibbie Dome.
- Student Activities Field – This area will be available for the University to host visiting team institutions pursuant to all applicable Board and Institution policies.

Service of alcohol at the North Kibbie Field for the President’s Pre-game Function and the Corporate Events will be at a single temporary facility erected at the beginning of the season and taken down at the end of the season, as depicted in Attachment 1 hereto, with alcohol service limited to the facility and no alcohol allowed to leave the facility. This single facility will enhance institutional control over all events permitted for pre-game service of alcohol. The more substantial temporary structure also eliminates the need for the University Commons and Menard Law Building as alternate “bad weather” locations.

Service of alcohol at the Student Activities Field will be through tents creating a controlled area for monitoring attendance and consumption, with service limited to the tents and no alcohol allowed to leave the tents.

**IMPACT**

Again there have been no serious incidences regarding the pre-game service of alcohol through the 2014 football season and the 2015 spring practice football game where service has been approved. The UI creates a restaurant-type atmosphere within the secure areas. Feedback on the events has been very positive, and fans appreciated the opportunity to participate in pre-game events. These types of functions are beneficial to the university and are strategic friend- and fund-raising opportunities.

**ATTACHMENTS**

Attachment 1 – Maps and Drawings of Service Areas

Page 5

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**STAFF COMMENTS AND RECOMMENDATIONS**

Board policy I.J., as amended in April 2011, allows for the sale or consumption of alcoholic beverages on campus grounds in conjunction with NCAA football games with prior Board approval. All requests must comply with the minimum criteria established in Board policy. The Board may require further restriction if desired. Each institution is required to submit a report after the conclusion of the football season before consideration is given for approval of future requests. This agenda item serves as UI's report regarding service during the 2014 football season.

**BOARD ACTION**

I move to approve the request by the University of Idaho to allow alcohol service during the 2015 football season and 2016 spring practice game in the North Kibbie Field and the Student Activities Field, under the conditions outlined in Board policy section I.J. subsection 2.c.

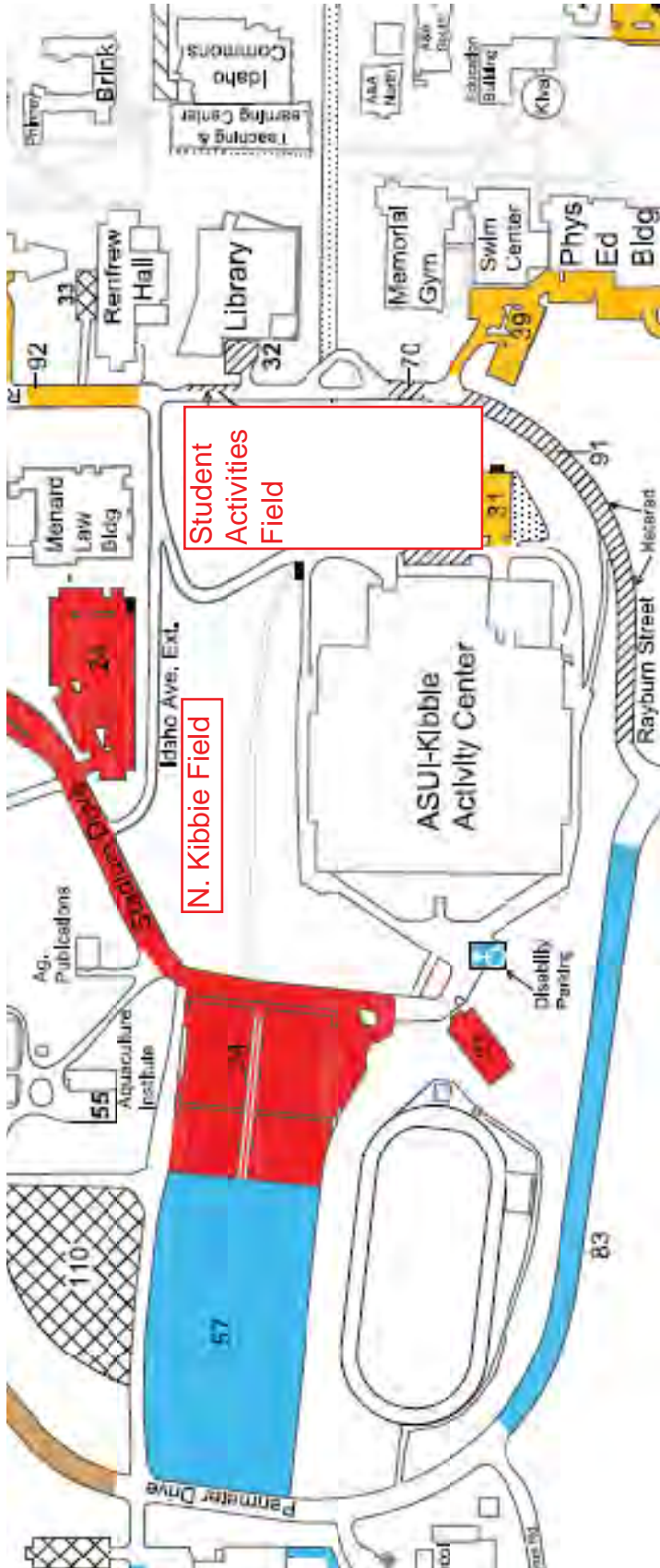
Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_ No \_\_\_\_

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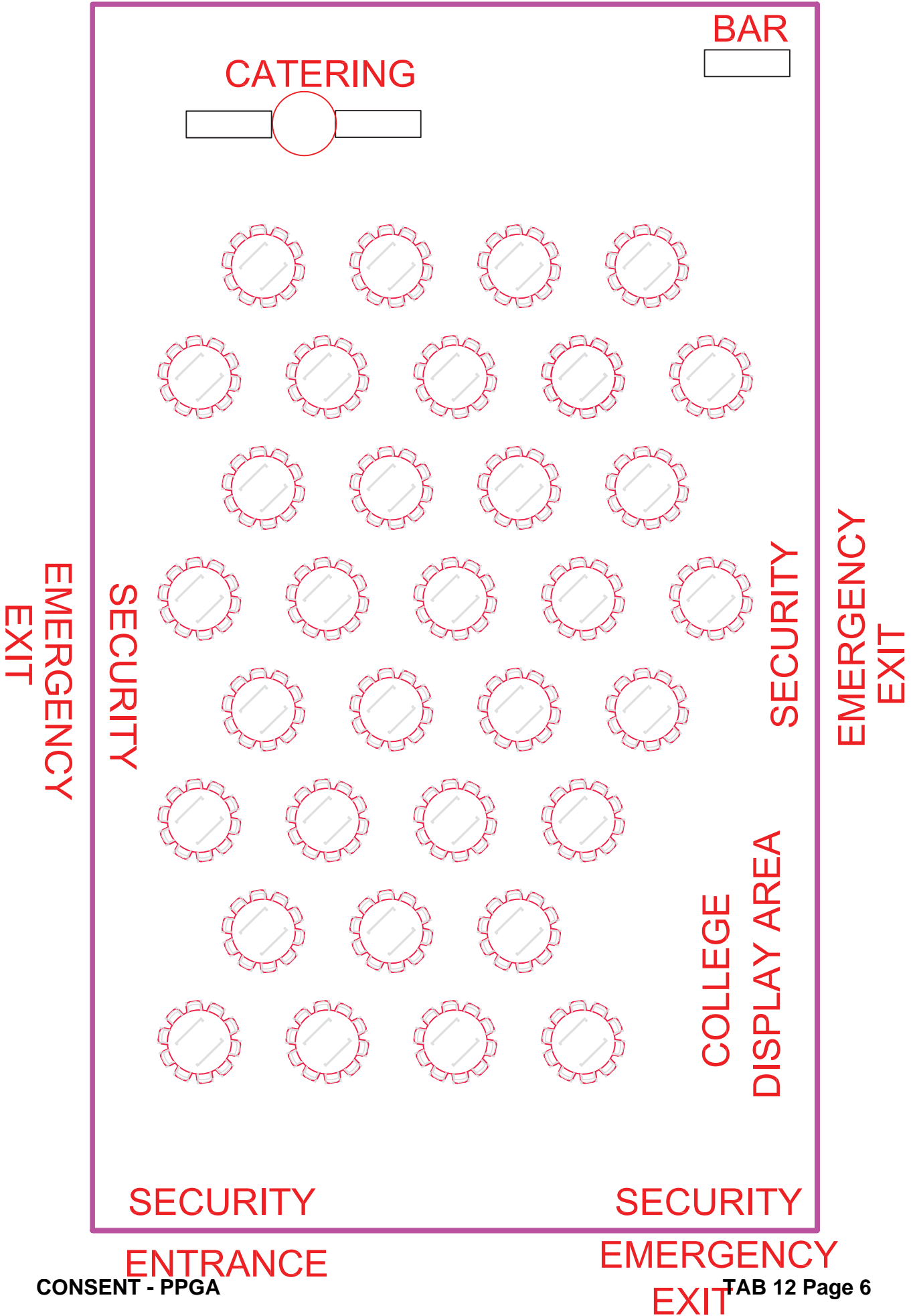
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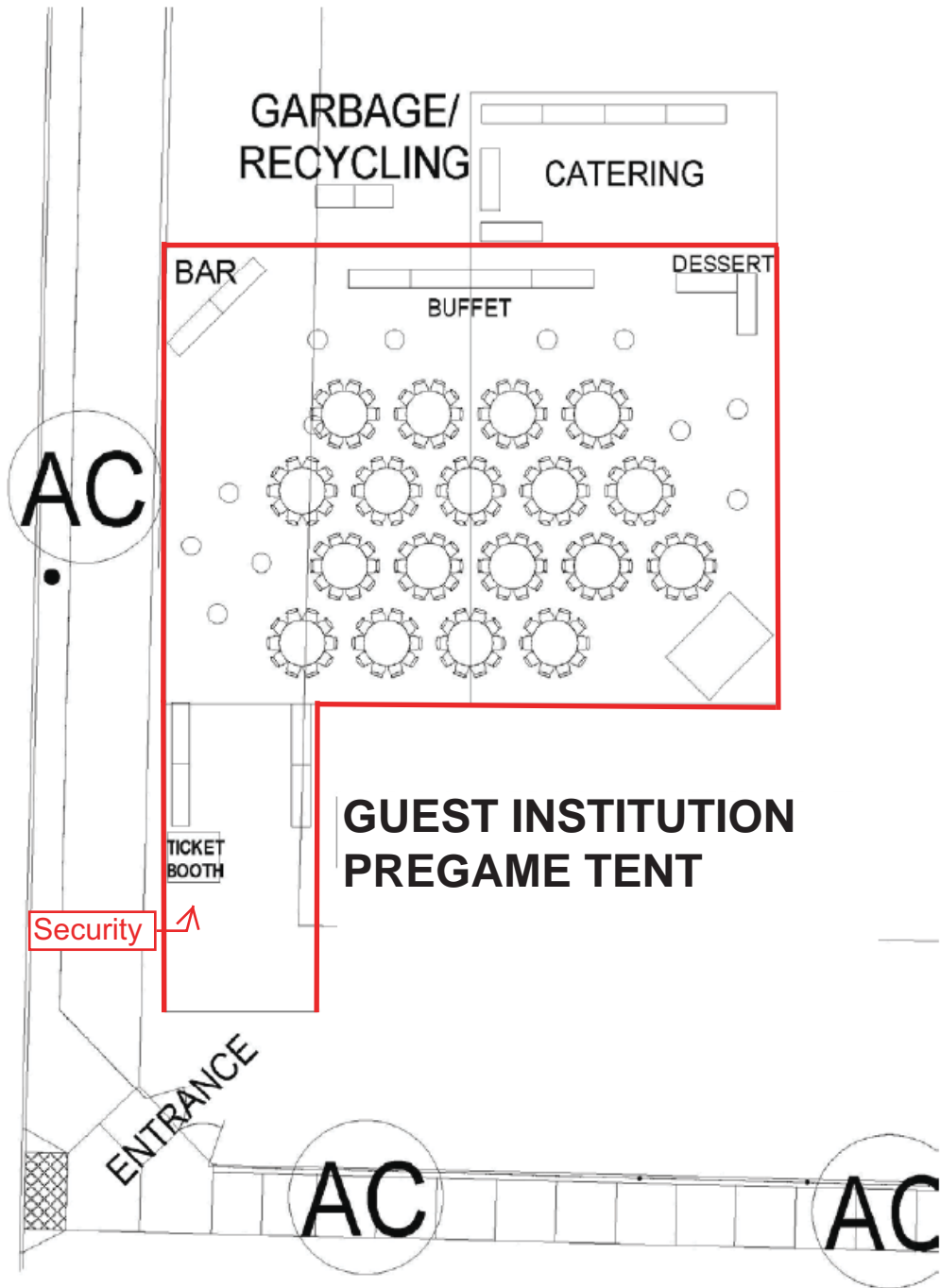
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2015 Vandal Pre-game Activities Map



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**UNIVERSITY OF IDAHO**

**SUBJECT**

Request for approval of sale of alcohol - Litehouse Center/Bud and June Ford Club Room

**REFERENCE**

June 2013

Board approved the request by UI to authorize alcohol service during the 2013 football season and during the spring 2014 football scrimmage, in the Litehouse Center/Bud and June Ford Club Room.

June 2014

Board approved the request by UI to authorize alcohol service during the 2014 football season and during the spring 2015 football scrimmage, in the Litehouse Center/Bud and June Ford Club Room.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

The current Board policy provides that Idaho institutions may seek approval for the sale or consumption of alcoholic beverages in conjunction with NCAA football games.

The UI seeks permission to allow ticketed and authorized patrons in the Litehouse Center to purchase food and beverages (non alcoholic and alcoholic) from Sodexo, the university's official food service provider, before and during home football games in the 2015 football season as well as for the 2016 Spring Football Scrimmage Game for the Litehouse Center/Bud and June Ford Club Room (Center) in the ASUI-Kibbie Activity Center (ASUI-Kibbie Dome). The university will follow all requirements of Board policy I.J.2.c regarding alcohol service in conjunction with home football games including the following:

- The Litehouse Center is an enclosed secured area within the ASUI-Kibbie Activity Center which is separate from general ticketed seating areas and which will only be available to patrons with tickets to the Litehouse Center.
- There is no access from the general seating area into the Litehouse Center and only patrons who hold tickets to seats within the Litehouse Center will be allowed into the Litehouse Center during games.
- All entry points to Litehouse Center Suites and the Litehouse Center Clubroom area (identified in the attached drawings) will be staffed with trained security personnel.
- In addition, Security Personnel will be located within the Litehouse Center to monitor activities within the suites and clubroom

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- The university's food service provider (Sodexo) will provide the alcohol license and will provide TIPS trained personnel to conduct the sale of all alcoholic beverages in conjunction with Sodexo's provision of food and non-alcoholic beverages.
- The university and Litehouse Center Patrons will abide by all terms and conditions of the Board policy and any other conditions place by the Board. Violation of Board policy of additional conditions by Litehouse Center Patrons will result in action by the university up through removal from the Litehouse Center and forfeiture of Litehouse Center game tickets.

**IMPACT**

Service of alcohol within the Center is an extension of the university's pre-game and game-day activities surrounding home football games. There have been no serious incidences regarding the pre-game service of alcohol through the 2014 seasons and 2015 spring scrimmage game where service has been approved. The UI continues to strive for a restaurant-type atmosphere within the secure areas. Feedback on the events has been very positive. These types of functions are beneficial to the university and are strategic friend- and fund-raising opportunities.

**ATTACHMENTS**

Attachment 1 – Maps and Drawings of the Center

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Board policy I.J., as amended in April 2011, allows for the sale or consumption of alcoholic beverages on campus grounds in conjunction with NCAA football games with prior Board approval. All requests must comply with the minimum criteria established in Board policy. The Board may require further restriction if desired. Each institution is required to submit a report after the conclusion of the football season before consideration is given for approval of future requests. This agenda item serves as UI's report regarding service during the 2014 football season.

**BOARD ACTION**

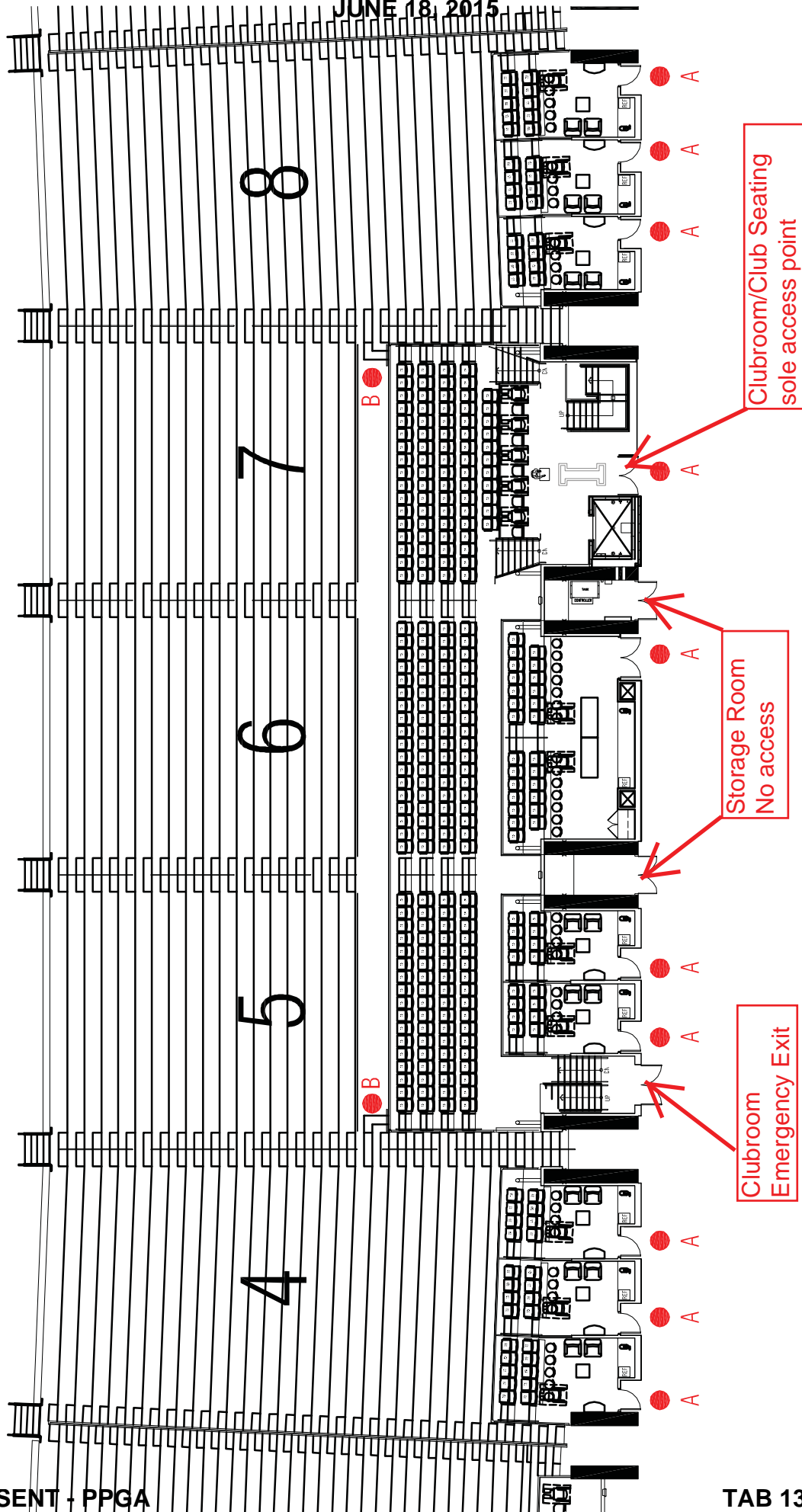
I move to approve the request by the University of Idaho to allow alcohol service during the 2015 football season and during the spring 2016 football scrimmage, in the Litehouse Center/Bud and June Ford Club Room located in the ASUI-Kibbie Activity Center under the conditions outlined in Board Policy I.J. subsection 2.c.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_ No \_\_\_\_



PERSPECTIVE  
CLUB ROOM, CLUB SEATING, LOGE SEATING, AND MINI SUITES  
ASUI KIBBIE ACTIVITY CENTER  
UNIVERSITY OF IDAHO

A = Security Personnel at individual suite access points and clubroom entry  
 B = Security Personnel - monitors in lounge seating area



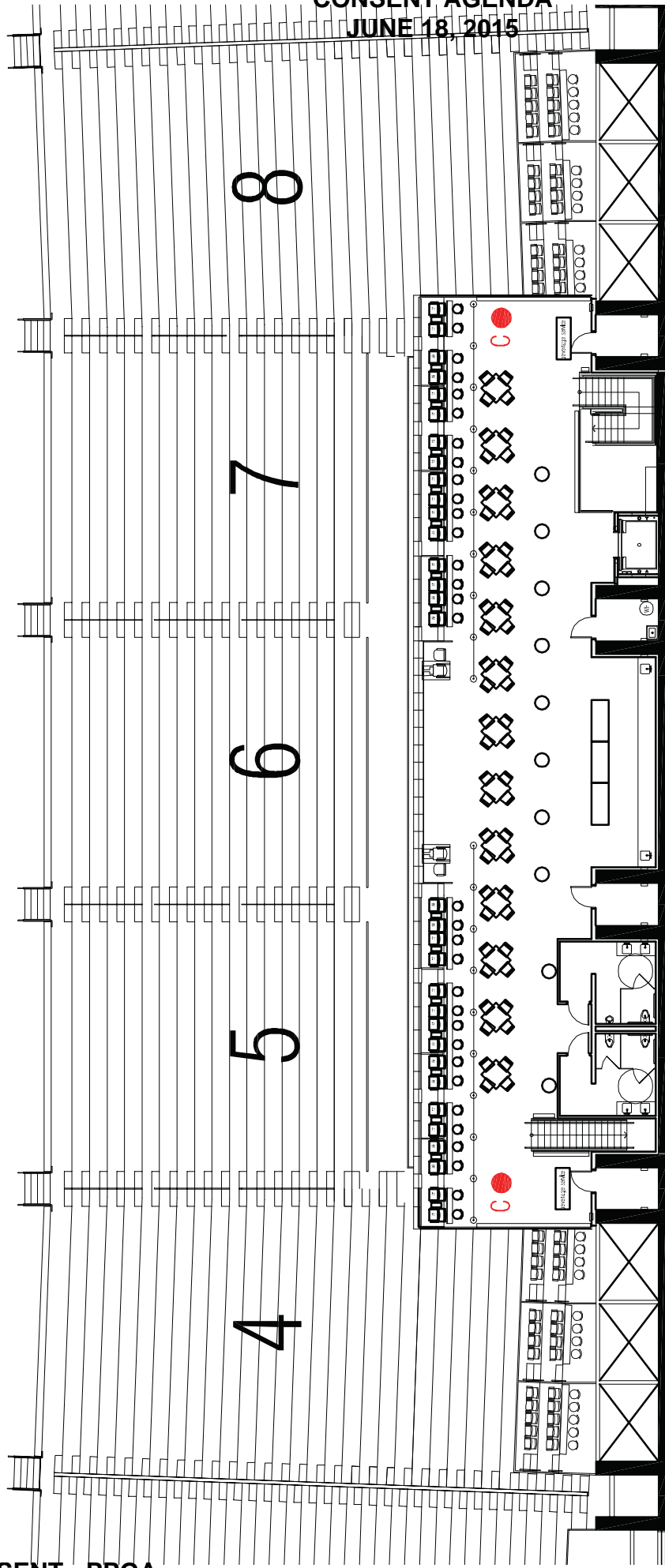
CROWD MANAGEMENT/SECURITY PERSONNEL (TYP. @ EACH RED DOT)

CLUB SEATING, SUITES, AND CONCOURSE LEVEL

# ASUI KIBBIE ACTIVITY CENTER

## UNIVERSITY OF IDAHO

C = Security Personnel - Clubroom monitors



CROWD MANAGEMENT/SECURITY PERSONNEL (TYP. @ EACH RED DOT)

CLUB ROOM LEVEL

# ASUI KIBBIE ACTIVITY CENTER

## UNIVERSITY OF IDAHO

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**SUBJECT**

President Approved Alcohol Permits Report

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, I.J.2.b.

**BACKGROUND/DISCUSSION**

The chief executive officer of each institution may waive the prohibition against possession or consumption of alcoholic beverages only as permitted by, and in compliance with, Board policy. Immediately upon issuance of an Alcohol Beverage Permit, a complete copy of the application and the permit shall be delivered to the Office of the State Board of Education, and Board staff shall disclose the issuance of the permit to the Board no later than the next Board meeting.

The last update presented to the Board was at the February 2015 Board meeting. Since that meeting, Board staff has received thirty (30) permits from Boise State University, fifteen (15) permits from Idaho State University, twenty-five (25) permits from the University of Idaho, and three (3) permits from Lewis-Clark State College.

Board staff has prepared a brief listing of the permits issued for use. The list is attached for the Board's review.

**ATTACHMENTS**

Attachment 1 - List of Approved Permits by Institution

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**BOARD ACTION**

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

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**APPROVED ALCOHOL SERVICE AT  
BOISE STATE UNIVERSITY  
March 2015 - July 2015**

<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
Mona Golabek Reception	Morrison Center		X	04/29/15
The Gang Executives Annual Meeting	College of Business and Economics		X	05/01/15
IACP President's Dinner	Stueckle Sky Center		X	05/01/15
McMillen Family Memorial	Stueckle Sky Center		X	05/02/15
Rockies Advertising Awards	Stueckle Sky Center		X	05/09/15
Sysco Product Showcase/Reception	Stueckle Sky Center		X	05/12/15
IWCF Annual Meeting	Student Union Building		X	05/12/15
Hemingway's Veneto Reception	Student Union Building	X		05/13/15
ISSA Conference	Student Union Building		X	05/14/15
Luke Bryan Concert	Taco Bell Arena		X	05/14/15
Family Medicine Residency of Idaho Dinner	Stueckle Sky Center		X	05/16/15
Alumni Relations Reception	College of Business and Economics		X	05/19/15
Planetary Dunes Workshop	Student Union Building		X	05/19/15
Wells Fargo Regional Banking Awards	Stueckle Sky Center		X	05/20/15
Traverso Wedding	Stueckle Sky Center		X	05/23/15
Jones-Splan Wedding	Stueckle Sky Center		X	05/24/15
The Eagles	Taco Bell Arena		X	05/31/15
Alumni Membership Appreciation BBQ	Administration Plaza "B"		X	06/02/15
Idaho EPSCoR Tri-State Banquet	Student Union Building		X	06/02/15
Bronco Dairy Booster Auction	Stueckle Sky Center		X	06/04/15
NPC Idaho Muscle Classic	Morrison Center		X	06/06/15
Weissbeck/Covelli Wedding Reception	Stueckle Sky Center		X	06/06/15
Treasure Valley CFO Forum	Stueckle Sky Center		X	06/10/15

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<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
Salewski Wedding	Stueckle Sky Center		X	06/13/15
Lose Wedding	Stueckle Sky Center		X	06/19/15
Raelene Hitesman Wedding	Stueckle Sky Center		X	06/20/15
Chicago the Band/Concert	Morrison Center		X	06/25/15
McElroy/Potter Wedding Reception	Stueckle Sky Center		X	06/27/15
Eddie Izzard Comedy	Morrison Center		X	06/30/15
WASHTO Award Dinner	Stueckle Sky Center		X	07/22/15

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<b>APPROVED ALCOHOL SERVICE AT IDAHO STATE UNIVERSITY April 2015 - September 2015</b>				
<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
TEC Distributing Sales Rally	Holt Arena – Field		X	04/10/15
Pamela Park Retirement	Alumni House	X		04/17/15
Kickpatric 100 <sup>th</sup> Birthday	Holt Arena – East End Zone		X	04/21/15
Overachievers Under 40 Awards	Stephens Performing Arts Center		X	04/22/15
Spring Celebration	Student Union Building – Wood River Room	X		05/08/15
New Endowment Reception	Frazier Hall – Patio	X		05/12/15
Advanced Nuclear Manufacturing and Supply Chain Reception	Stephens Performing Arts Center		X	05/18-20/15
Chamber After Hours	College of Business - Foyer	X		05/28/15
Evolving Idaho Exhibit Reception	Idaho Museum of Natural History	X		06/12/15
City Club Dinner	Student Union Building		X	06/18/15
Department of Chemistry Opening Social	Student Union Building – Wood River/Little Wood Room	X		06/21/15
Department of Chemistry Awards Banquet	Student Union Building – Ballroom	X		06/23/15
Cook Wedding	Stephens Performing Arts Center		X	06/27/15
IFHS 40 <sup>th</sup> Class Reunion	Student Union Building		X	06/27/15
Kent Wedding Reception	Stephens Performing Arts Center		X	09/05/15

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<p><b>APPROVED ALCOHOL SERVICE AT UNIVERSITY OF IDAHO April 2015 – August 2015</b></p>
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EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Bellwood Lecture Boise Reception	UI – Boise	X		04/06/15
Mom's Gala Wine and Cheese Tasting	Bruce Pitman Center	X		04/17/15
Moms' Weekend Dinner and Entertainment	Bruce Pitman Center	X		04/18/15
Moscowrade	Bruce Pitman Center	X		04/18/15
Phi Beta Kappa Honors Society Initiation	University Commons	X		04/23/15
College of Law Advisory Council Alumni Reception	UI – Boise	X		04/23/15
Leadership Academy Dinner	Bruce Pitman Center	X		04/23/15
Spring Football Game Reception	Kibbie Dome – Litehouse Center	X		04/24/15
JAMM Alumni Reception	UI – Boise	X		04/24/15
Burns-McCoy Memorial	Prichard Art Gallery	X		04/25/15
University Awards for Excellence	Bruce Pitman Center	X		04/28/15
Accounting Advisory Board Reception/Dinner	JA Albertson Building – Courtyard	X		04/30/15
EXPO 2015 Dean's Reception	Bruce Pitman Center	X		04/30/15
Retirement Party	Brink Building – Faculty Lounge	X		05/01/15
President's Commencement Dinner	Bruce Pitman Center	X		05/15/15
College of Law Commencement Reception	Kibbie Dome – Floor	X		05/16/15
PSES Faculty Meeting/Reception	UI – Boise	X		05/27 – 28/15
Friends Exhibit Preview Reception	Prichard Art Gallery	X		06/11/15
Utility Executive Course Golf Scramble	Bogey's Grill	X		06/14/15

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<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
Keynote Dinner and Awards Banquet	Bruce Pitman Center		X	06/16/15
Idaho INBRE Director's Reception	Prichard Art Gallery	X		06/18/15
Retirement Reception – Cheryl Sodorft	Ag Biotech Building	X		06/18/15
ASLE Biennial Conference	Bruce Pitman Center	X		06/23/15, 06/27/15
Retirement Reception – Donn Thill	Ag Biotech Building	X		07/10/15
2015 Men's Golf League	Golf Course	X		05/07/15 05/14/15 05/21/15 05/28/15 06/04/15 06/11/15 06/18/15 06/25/15 07/02/15 07/09/15 07/16/15 07/23/15 07/30/15 08/06/15 08/13/15

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**APPROVED ALCOHOL SERVICE AT  
LEWIS-CLARK STATE COLLEGE  
May 2015 – June 2015**

<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
NAIA World Series Banquet Social	Campus Activity Center	X		05/21/15
Exhibition Opening: Kelly Price Silk Mandalas	Center for Arts & History	X		06/05/15
Exhibition Opening: Scott Kirby Artist Reception	Center for Arts & History	X		06/12/15

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**SUBJECT**

Appointments to the Professional Standards Commission

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1252, Idaho Code

**BACKGROUND/DISCUSSION**

Section 33-1252, Idaho Code sets forth criteria for membership on the Professional Standards Commission (PSC).

The Commission consists of eighteen (18) members, one (1) from the State Department of Education and one (1) from the Division of Professional Technical Education. The remaining members shall be representative of the teaching profession of the state of Idaho, and not less than seven (7) members shall be certificated classroom teachers in the public school system and shall include at least one (1) teacher of exceptional children and at least one (1) teacher in pupil personnel services. The Idaho Association of School Superintendents, the Idaho Association of Secondary School Principals, the Idaho Association of Elementary School Principals, the Idaho School Boards Association, the Idaho Association of Special Education Administrators, the education departments of private colleges, and the colleges of letters and sciences of the institutions of higher education may submit nominees for one (1) position each. The community colleges and the education departments of the public institutions of higher education may submit nominees for two (2) positions.

Nominations were sought for the positions from the Idaho School Boards Association, the Idaho Division of Professional-Technical Education, the Idaho Association of Colleges for Teacher Education, the Idaho Education Association, Northwest Professional Educators, and the Idaho Association of Elementary School Principals. Resumes for interested individuals are attached.

School Board Member:

Margaret Chipman, Weiser School District (reappointment)

Barbara Dixon, Meadows Valley School District

Juan Vuittonet, West Ada School District

Professional-Technical Education:

Kristi Enger, Idaho Division of Professional-Technical Education  
(reappointment)

Private Higher Education:

Dana Johnson, Brigham Young University-Idaho

Elementary Classroom Teacher:

Sindy Black, Jerome Joint School District

Kathleen Davis, St. Maries Joint School District

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Jennifer Gates, Plummer-Worley Joint School District  
Donna Sulfridge, Mountain Home School District (reappointment)  
Betty Turner, Boise School District

Elementary School Principal:  
Elisa Saffle, Bonneville Joint School District (reappointment)

**ATTACHMENTS**

Attachment 1 – Margaret Chipman Resume	Page 5
Attachment 2 - Barbara Dixon Resume	Page 7
Attachment 3 - Juan Vuittonet Resume	Page 10
Attachment 4 - Kristi Enger Resume	Page 15
Attachment 5 - Dana Johnson Resume	Page 17
Attachment 6 - Sindy Black Resume	Page 18
Attachment 7 - Kathleen Davis Resume	Page 26
Attachment 8 - Jennifer Gates Resume	Page 33
Attachment 9 - Donna Sulfridge Resume	Page 42
Attachment 10 - Betty Turner Resume	Page 46
Attachment 11 - Elisa Saffle Resume	Page 53

**STAFF COMMENTS AND RECOMMENDATIONS**

The Department of Education received eleven (11) recommendations/nominations in total for the five (5) vacancies on the Commission. The attached documents represent these recommendations/nominations. The proposed motions consist of the Departments recommendations for each appointment.

**BOARD ACTION**

I move to reappoint Margaret Chipman as a member of the Professional Standards Commission for a three-year term beginning July 1, 2015, and ending June 30, 2018, representing School Board Members.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried: Yes \_\_\_\_ No \_\_\_\_

I move to reappoint Kristi Enger as a member of the Professional Standards Commission for a three-year term beginning July 1, 2015, and ending June 30, 2018, representing Professional-Technical Education.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried: Yes \_\_\_\_ No \_\_\_\_

I move to appoint Dana Johnson as a member of the Professional Standards Commission for a three-year term beginning July 1, 2015, and ending June 30, 2018, representing Private Higher Education.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried: Yes \_\_\_\_ No \_\_\_\_



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I move to reappoint Donna Sulfridge as a member of the Professional Standards Commission for a three-year term beginning July 1, 2015, and ending June 30, 2018, representing Elementary Classroom Teachers.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried: Yes \_\_\_\_ No \_\_\_\_

I move to reappoint Elisa Saffle as a member of the Professional Standards Commission for a three-year term effective July 1, 2015, and ending June 30, 2018, representing Elementary School Principals.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried: Yes \_\_\_\_ No \_\_\_\_

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**CONSENT AGENDA  
JUNE 18, 2015**

Margaret Felton Chipman  
423 Frasier Road  
Weiser, ID 83672-5363  
208.549.5363

February 22, 2014

State Board of Education Members  
State Board of Education  
P.O. Box 83720  
Boise, ID 83720-0037

State Board of Education Members:

Thank you for considering my application to fulfill the remainder of Anne Ritter's term on the Professional Standards Commission.

After reviewing the responsibilities of the members of the PSC, I believe I am aptly qualified to fill the position and represent school board members around the state and the Idaho School Boards Association.

As you can see from my resume, I have several years of experience as a school board member and I am also very active in my local community. I understand the time commitment involved and am able to fulfill that requirement.

I feel I would be a valuable member of the Committee and look forward to serving.

Thank you for your time in considering my resume.

Respectfully,

Margaret Chipman

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**MARGARET GAIL FELTON CHIPMAN**

Position Applied For: Professional Standards Commission

School Board Work:

- Member and former chairman—Weiser School District #431 Board of Trustees
- Member and current Region 8 chairman—Idaho School Boards Association (ISBA) Executive Board
- Member of the ISBA Scholarship Trust Committee
- Member of the ISBA Governmental Affairs Committee
- Member of the ISBA Board Training and Leadership Development Committee
- Member of the ISBA Finance and Audit Committee

Community Activities:

- Vice-Chairman—Idaho Oil and Gas Conservation Commission
- Member Chapter T, PEO—promotes education for women
- Member Shamrock Club—raises funds to restore and maintain historic Jeffrey's School in Weiser
- Former member—Weiser Memorial Hospital Foundation Board
- Former chairman and precinct committeeman—Washington County Republican Party Central Committee

Work Experience:

- Certified Pharmacy Technician at ParkVu Pharmacy and BiMart Pharmacy in Weiser, ID—8 years
- Licensed Practical Nurse for Weiser Memorial Hospital and Dr. Phillip Krueger—10 years
- Co-owner of family cattle feeding and ranching business—40 years

Education:

- Graduated Cum Laude with BS (Business) from U of I in 1967
- Received LPN Certificate from TVCC in 1992

**CONSENT AGENDA  
JUNE 18, 2015**

**Barbara A. Dixon**

P.O. Box 759  
New meadows, ID 83654  
208 347 3143  
[bada2@cwomc.com](mailto:bada2@cwomc.com)

February 21, 2014

Taylor Raney  
Professional Standards Administrator  
Professional Standards Commission  
Idaho Dept. of Education  
P.O. Box 83728  
Boise, ID 83720

Dear Mr. Raney,

Karen Echeverria has informed the Executive Board of the ISBA that Anne Ritter will not be completing her last year of service on your board due to other commitments. After speaking briefly with both Karen and Anne, I find that I am interested in applying to fill that vacancy.

I have done some research regarding the mission, philosophy and long term goals of the commission along with the responsibilities of the various committees. In addition, Anne has described the time commitment for serving. Based on that information, my years on national, state and local boards as well as varied teaching and mentoring experience, I feel that I can be a valuable, committed member and a good fit to serve on this commission.

Thank you for your time in considering my resume.

Regards,

Barbara A. Dixon

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**PROFESSIONAL STANDARDS COMMISSION MEMBER APPLICATION**

**APPLICATION**

**PERSONAL INFORMATION**

**APPLICANT NAME:** Barbara A. Dixon

**ADDRESS:** P.O.Box 759

**CIYY & STATE:** New Meadows, Idaho 83654

**PHONE: (DAY)** (208)347-31453 **(EVENING)** Same

**E-MAIL:** bada2@cwomc.com

**EMPLOYMENT HISTORY**

	<b>Position/Title</b>	<b>Organization</b>	<b>From/To</b>
<b>Current</b>	<u>Retired</u>		<u>2000-present</u>
<b>Previous#1</b>	<u>Teacher</u>	<u>Bend La Pine School Dist #1</u>	<u>1979-2000</u>
<b>Previous#2</b>	<u>Teacher</u>	<u>Beaverton School Dist.</u>	<u>1973-1979</u>
<b>Previous#3</b>	<u>Teacher</u>	<u>Seattle School Dist #1</u>	<u>1970-1973</u>

**EMPLOYMENT EXPERIENCE**

- \* Developed the curriculum & taught Industrial Ed. to multiply handicapped ages 12-21 (3years)
- \* Core Mentor (master teacher) for student teachers from Portland State (6 years).
- \* Developed Marine Outdoor Ed. curriculum for 6<sup>th</sup> grade which included the curriculum and implementation of the program for counselors at Warner Pacific College.
- \* Member of state reading and math coalition/ Oregon
- \* Warner Pacific College visiting instructor.
- \* 10 years as 4,5,6 grade teacher
- \* 11 years Media Specialist/ head librarian responsible for:
  - developing curriculum for all elementary and middle schools (9 at the time)
  - budgeting and purchasing all hardware, software& media products
  - plan for and purchase entire media collections for 5 new schools

**BOARD SERVICE/EXPERIENCE**

<b>Organization</b>	<b>Committees Served On</b>	<b>Type of Organization</b>	<b>From/To</b>
<u>Idaho School Boards Assoc.</u>	<u>Scholarship</u> <u>Training/Leadership</u> <u>Governance</u>	<u>Public</u>	<u>2008-present</u>
<u>Region #8 Board ISBA</u>	<u>Vice Chair and Chair</u>	<u>Public</u>	<u>2008-present</u>
<u>Meadows Valley School Board</u>	<u>Member/currently Chair</u>	<u>Public</u>	<u>2006-present</u>
<u>National Ski Patrol Board</u>	<u>Audit</u> <u>Finance</u> <u>Education</u>	<u>Non- profit</u>	<u>2002-2010</u>
<u>National Ski Patrol</u>	<u>Board Rep.for Pacific NW</u> <u>Education</u> <u>Governance</u>	<u>Non-profit</u>	<u>1998-2002</u>

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**EDUCATIONAL BACKGROUND**

<b>Institution</b>	<b>Degree/ Field</b>	<b>Year</b>
University of Washington	BA Industrial Ed.	1970
Oregon State University	Environmental Ed. Courses	1973-1976
Portland State University	Public Admin. Courses	1976-1978
University of Oregon	Supt. Credential Courses	1981-1984
Western Oregon State College	Media Technology Certification	1984-1986

**REFERENCES**

<b>Name</b>	<b>Title</b>	<b>Phone/Email</b>
James Whittaker PHD	Vice Chair of Instruction Blue Mt. Community College	541 278 5811 <a href="mailto:jwhittaker@bluecc.edu">jwhittaker@bluecc.edu</a> .
Mike Howard	Superintendent Meadows Valley District #11	208 315 2582 <a href="mailto:mihoward@mvsd11.org">mihoward@mvsd11.org</a>
Stacey Dreyer	County Assessor Adams County	208 347 2352 <a href="mailto:bsdreyer@frontiernet.net">bsdreyer@frontiernet.net</a>

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Resume of Juan Vuittonet  
2235 S.E 5th Way  
Meridian Idaho 83642  
Phone 208-884-1149 (Office)  
Phone 208-870-9981(Cell)

Previous Work History prior to appraisal career path

**Del Ray Metal Polishing**

**1969-1975**

Worked in family owned business on weekends and summertime. Duties included clean up and metal polishing.

Most significant accomplishment: Learned the value of hard work.

**Anadite Metal Finishing (Southern California)**

**1975-1979**

Anadites a large metal finishing company. Specializing in military and government contracts within the aircraft industry. Duties hired to run the metal polishing shop. Moved to quality control trained in all facets of quality control for multiple types of metal finishing. Obtained license for Level Three Non Destructive testing and inspection. Passed top of my class. Oversaw this department as foreman.

Most significant accomplishment: Saved the company a multi-million dollar contract for the F-14 fighter jet wing span metal finishing process. I was placed in charge of finding the source of wing span corrosion found after our metal finishing process was completed. My investigation proved that the corrosion failure found on the F-14 wings was not a function of our process. It was a packing problem from the manufacture.

**Procter and Gamble (Southern California)**

1979-1986

Procter and Gamble a major manufacture of household products, such as laundry soaps, cooking oils and food products. Entered in at soap packing department. Moved to mechanical division, started in janitorial position within the Boiler House. Successfully tested into the mechanical division applied for an assistant Stationery Engineer position and was accepted. Trained in this position as an assistant to the Shift Engineer. Duties responsible for safe operation of a wood fired 14.5 Mega Watt Co- Generation system, air, water and refrigerant systems supplying the whole plant.

Most significant accomplishment: Studied tested and obtained and Unlimited Stationary Engineer license within the state of California. Was the youngest recipient for this type of licensure within the state at that time. Rose to lead Engineer on shift.

**Personal Interest and Community Affiliations**

I am a father of four children with seven grandchildren. I enjoy camping and sing in a gospel quartet. Work in my churches ministry and perform weddings and funerals. I have served on my local school board for thirteen years.

**Proudest accomplishment:**

Raising my children. Having succeeded in my own business for the past twenty years and for serving on my local school board for more than a decade.

**School Board and Education Affiliation, School Board:**

Currently serving on the Joint School District #3 (Meridian) school board for thirteen years. eleven of those years as the board chairman. During this time I have gained experience in all facets of education, from the running of Bond levies, employee negotiation team, curriculum adoptions, budget process, strategic planning, transportation, real estate and land purchase. I have spent significant time at the legislator concerning bills we have run for the furtherance and support of education.



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**Idaho School Boards Association**

Elected as region 3 ISBA chairman (Idaho School Boards Association). Currently serving on the governmental affairs comity (GAC).

Have served on two state comities for teacher evaluation and administrator evaluations.

**Meridian Education Foundation**

I am currently serving as a member of the board of directors. MEA is a fundraising organization which provides funding for teachers with innovative educational grant requests.

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QUALITY EVALUATIONS  
JUAN VUITTONET  
2235 S.E. 5th Way  
Meridian, Idaho 83642  
Phone: (208) 884-1149  
Fax: (208) 884-1153

=====  
RESUME  
STATEMENT OF COMPETENCY  
=====

**EMPLOYMENT HISTORY**

Quality Evaluations Present employer  
Owner of appraisal firm, appraising all types of residential properties, vacant land, two to four units and specializing in upper end properties. Located in the state of Idaho

A.J. Appraisal Services July 1993 -October 1994  
State Certified residential appraiser. Senior appraiser at firm. Job duties included review appraising, quality control, appraiser training and appraising all types of residential properties. Located in the state of Idaho

ELECT APPRAISALS December 1991 -December 1992  
Joined in partnership with Julia Rias, providing fee appraisal services. Specializing in million dollar plus residential properties. Co-owner and manager with a staff of three appraisers and two clerical employees.

SECURITY PACIFIC BANK/ BANK OF AMERICA January 1990- Dec. 1991  
Employed as senior appraiser, appraised all types of residential properties.

FOSS AND ASSOCIATES February 1988- January 1990  
Employed by this general practice real estate appraisal firm and provided most types of appraisals as well as review appraisals.

SECURITY PACIFIC BANK August 1987- February 1988  
In house fee appraiser acquiring experiences in several types of residential appraisals, including mobile homes.

UNION BANK/AMERICAN LENDERS July 1986- August 1987  
Trained through inter program at bank and performed fee work.

**PRACTICAL APPRAISAL EXPERIENCE**

- Single family residences
- Relocation appraisals
- Condominiums/PUD's
- Mobile homes
- Small residential units 2-4
- Review appraisals
- Complex residential (multi million dollar properties)

**EDUCATION:**

Lambleau Real Estate School	Passed- 96%
Fullerton College- real estate appraisal	Grade- A
SREA 101 course	Passed
Professional practice (Appraisal standards ethics)	Passed
Have retaken and passed as of September 1995	Passed
Twenty one hours continued education credit	See next page

**CONSENT AGENDA  
JUNE 18, 2015**

**EDUCATION CONTINUED**

**Page 2 of 2**

Idaho real estate law in Idaho Idaho state tax commission as of July 30, 1995	No grade (three day course) Twenty one hours cont ed credit
HUD appraiser seminar	No grade (one day seminar) Seven hours continuing education
Thirty specialized appraisal issues Appraisal institute March 4, 1994	No grade (one day seminar) Seven hours continued education
Appraising from blue prints Appraisal institute April 4, 1994	No grade (one day seminar) Seven house continued education
Writing the narrative appraisal Lincoln Graduate School	Passed (two day course) Sixteen hours continued education
USPAP required course 1995	Passed (16 hours)
Intro to review appraising 1997	No grade (one day seminar)
Appraisal seminar HUD updates 1997	No grade (one day seminar)
Writing and appraisal report 1998	No grade (one day seminar)
Fannie Mae/HUD 1998	No grade (one day seminar)
HUD appraisal seminar 1999	No grade (five hours)
FHA appraising corresponds course 2000	Passed (twenty five hours)
USPAP required course 2001	Passed (15 hours)
Single family appraisal 2002 Poll & Assoc.	15 hours (Two day seminar)
USPAP course Lincoln Graduate School	15 hours (passed test)
Residential Construction 2003 McKissack	8 hours (one day seminar)
Appraising the oddball 2004 McKissack	8 hours (one day seminar)
7 hour National USPAP update Appraisal Inst.	7 hours (one day seminar)
Effective Appraisal writing Appraisal Inst.	7 hours (one day seminar)
Appraising Multi Family Dwellings	8 hours 7-08-5
Fannie Mae Revisions and the Appraiser	7 hours 8-24-05
USPAP Update	7 hours 5-12-06
Scope of Work	7 hours 8-18-06
Appraising FHA today-McKissock	8 hours 8-09
New Fannie Mae Form 1004MC-Mckissock	8 hours 8-09
National USPAP Update Equivalent (2010-2011)	7 hours 7-23-2010
HVCC and the Future of Appraising: Taking Our Profession	4 hours 7-25-2010
REO and Short Sale Appraisal Guidelines	4 hours 7/25/2010

**CONSENT AGENDA  
JUNE 18, 2015**

Report Writing-the UAD, No. 120	8 hours 8-03-11
Practice of Appraisal Review-FHA Protocol, No. 145	8 hours 8-4-2011
Mold, Pollution and the Appraiser	2 hours 8-29-2012
REO and Foreclosures	5 hours 8-29-2012
National USPAP Update Course	7 hours 7-31-2012

**MEMBERSHIPS LICENSES:**

Idaho state certified residential appraiser	#CRA-62 (in good standing)
FHA approved appraiser state of Idaho	#2200 (in good standing)
California state certified appraiser	#AR005102 (not current)
National association of Real Estate appraisers	Member (in good standing)
Real estate licenses/ state of California	#0101447 (not current)

Personal and professional references available upon request.

# CONSENT AGENDA

JUNE 18, 2015

Kristi A. Enger

2258 N Morello Avenue • Meridian, Idaho 83646 • Phone: 208-794-0239 • [kenger@cableone.net](mailto:kenger@cableone.net)

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**Objective:** Combine my strengths as an educational leader, professional-technical program coordinator, counselor, and business educator in providing statewide leadership for professional-technical education as secondary coordinator.

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## Recent Professional Honors and Activities

<p><b>Leadership In Career Development Award</b> (<i>Idaho Career Information System</i>), 2010 <b>National Leadership Cadre</b> (<i>OVAE School Counseling State Consortium, 1 of 8 states</i>), 2006</p>
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## Professional Experience

**IDAHO DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION** – Boise, Idaho

*State of Idaho education agency responsible for programs leading to less than a Baccalaureate degree*

**Secondary Coordinator; Career Guidance Coordinator; IOT & Marketing Education Program Manager**, 6/2005 to Present

Coordinate career guidance grades 7-16 statewide to support professional-technical programs and access for all students, including special populations. Manage individualized occupational training and marketing education programs toward the Division's quality initiative. Coordinate programs associated with the *High Schools That Work* school reform model. Represent the Division as a superintendents' liaison.

### **Selected Accomplishments:**

- Provide technical assistance to the field at the secondary and postsecondary levels in the areas of career guidance, student learning plans, work-based learning, single parent/displaced homemaker and other special populations, and marketing education.
- Provide technical assistance to the field with regard to questions related to Perkins, and other state and federal legislation.
- Facilitate various groups of internal and external stakeholders in generating quality products and program direction such as:
  - Resource development for Idaho grades 7-12 based on direction provided by postsecondary technical college Curriculum development for the Idaho School Counseling Model and IOT
  - Curriculum development related to the American Careers Student Planner and Idaho Career Planning Guide
  - Career Pioneer Network implementation in response to Perkins IV and Idaho's low nontraditional field measures of enrollment and completion at the secondary and postsecondary levels.
- Administer and provide technical assistance to the Centers for New Directions.
- Communicate regularly with the field through various means, including two e-Newsletters—*Career Connection*, and *Diamond Points*.
- Define professional development needs and develop learning opportunities for grades 7-20 counselors, work-based learning coordinators, marketing education instructors, and other educational personnel.
- Network with educational and industry professionals throughout Idaho in an effort to promote professional-technical education, access for all, and career pathway education and employment.

**GLENNS FERRY SCHOOL DISTRICT NO. 192** – Glens Ferry, Idaho

*Local education agency*

**High School Principal**, 6/1999 to 6/2005

Supervised instruction and provided educational leadership to a staff of 32 certificated and classified staff in academic, co-curricular, and extracurricular activities. Served as district professional-technical online administrator, district curriculum coordinator, and K-12 summer school administrator

### **Selected Accomplishments:**

- Coordinated district curriculum writing in English and mathematics.
- Authored successful Title I CSR Grant to assist in implementing *High Schools That Work* systemic school reform and provided collaborative leadership to involve all staff in improving student achievement.
- Administered high school general budget and special project funds, and Associated Student Body funds as district's assistant treasurer.

# CONSENT AGENDA

## JUNE 18, 2015

### **THREE FORKS SCHOOL DISTRICT** – Three Forks, Montana

*Local education agency*

#### **K-6 Counselor, Drug-Free Schools Coordinator, Technology Coordinator, 8/1995 to 5/1999**

Secured resources and implemented K-6 guidance curriculum. Established and maintained collaborative relationships with instructional staff, students, and parents toward facilitating student success. Facilitated district-wide technology implementation, growth, and maintenance.

#### ***Selected Accomplishments:***

- Provided individual, group and family counseling as requested/identified.
- Established *Sidekick* mentoring program (K-12) in collaboration with Big Brothers Big Sisters, and secured grant funding to establish *Bridging the Gap* after-school program.

### **WILLOW CREEK SCHOOL DISTRICT** – Willow Creek, Montana

*Local education agency*

#### **K-12 Counselor, Drug-Free Schools Coordinator, Title I Coordinator, 8/1995 to 5/1999**

#### ***Selected Accomplishments:***

- Administered Title I program in cooperation with Title I staff.
- Established electronic student database.

### **POPLAR PUBLIC SCHOOL DISTRICT** – Poplar, Montana

*Local education agency*

#### **High School Counselor, 6/1991 to 5/1995**

#### ***Selected Accomplishments:***

- Established crisis intervention management plan and trained staff in same.
- Developed and implemented counseling curriculum, K-12.

#### **Business Education Instructor, 8/1987 to 5/1991**

#### ***Selected Accomplishments:***

- Designed, maintained, and upgraded PC-compatible lab.
- Implemented student store as authentic, project-based, learning laboratory.

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## Professional Memberships

American School Counseling Association, Idaho Counseling Association, Idaho School Counseling Association  
Association for Career and Technical Education, Career and Technical Educators of Idaho  
Idaho Career Guidance Association, Idaho Career Development Association

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## Education

MONTANA STATE UNIVERSITY – Bozeman, Montana

#### **Administrative Endorsement, Educational Leadership, 8/1998**

MONTANA STATE UNIVERSITY – Bozeman, Montana

#### **Masters of Education, 8/1994**

- Major: Guidance and Counseling | Graduated with highest honors

MONTANA STATE UNIVERSITY – Bozeman, Montana

#### **Bachelor of Science, 3/1986**

- Major: Business Education/Office Systems | Minor: Business Management | Graduated with highest honors
-

# Dana A. Johnson

## Education

- ❖ **PH.D.**, University of Idaho, Moscow, ID  
May 2008  
Dissertation: *Application of Mezirow's Transformational Learning Theory In A Multiple Case Study of First Year Elementary School Teachers*  
Major: Education  
Emphasis: Educational Leadership
- ❖ **M.Ed.**, Idaho State University, Pocatello, ID  
May 1999  
Masters Project Study: *Augusta County & Beech Mountain Institute – In the Wake of School Reform*  
Emphasis: Educational Leadership
- ❖ **B.S.**, Idaho State University, Pocatello, ID  
December 1992  
Emphasis: Elementary Education

## Professional Experience

- ❖ **Associate Dean**  
College of Education & Human Development  
Brigham Young University Idaho, Rexburg, ID  
Jan. 2015 – present
- ❖ **Program Director Elementary Education**  
Brigham Young University-Idaho, Rexburg, ID  
Jan. 2014 – Jan. 2015
- ❖ **Professor of Teacher Education**  
Brigham Young University-Idaho, Rexburg, ID  
2002 – Present
- ❖ **Teacher**, Blackfoot, Idaho.  
Fifth grade, Third grade, Kindergarten ESL teacher  
1995-2002
- ❖ **Teacher**, Fort Hall, Idaho.  
Fifth grade, Third grade, Second/Third Grade teacher  
1993-1995

## Academic Address

353-A Hinckley Building  
Brigham Young University-Idaho  
Rexburg, Idaho 83460-1930  
(208)496-4115  
Email: johnsonda@byui.edu

## Current Certifications

### Administrator

School Principal Pre-K- 12, Idaho

### Standard Elementary

All Subjects K – 8, Idaho

## University Activities/Awards

**BYU-Idaho Outstanding Faculty**  
2014,2009

## University Learning & Teaching Committee Member

Wrote textbook for BYUI  
students:

*Creating Mighty Oaks- The  
History & Philosophy of  
American Education*

## Technology Chair & Committee Member

Faculty Lead to develop online  
course for ELED majors

Education Department  
representative to assist in  
creating new foundation course  
for all incoming freshman

Member of math committee to  
improve new math methods  
course

Mentor to new hires and adjunct  
faculty

CONSENT AGENDA  
JUNE 18, 2015

Exhibit J

Date submitted \_\_\_\_\_

APPLICATION FOR  
PROFESSIONAL STANDARDS COMMISSION

Name Sindy Black School Jefferson Elementary  
Home Address 444 S. 200E Sch. Address Jerome 261  
600 No Fillmore  
City Jerome Zip Code 83338 City Jerome Zip 833308  
Home Ph. 208-539-6908 Sch. Ph. 208-324-8896 ex 2025  
E-mail Address sindy.black@jerome schods.org  
PSC Position applied for: (a)  classroom teacher  
(check one) (b)  special education teacher  
(c)  pupil personnel services

PROFESSIONAL INFORMATION

Current certificate(s) [Include endorsements with expiration dates]

Type	Expiration Date
<u>Elementary K-8 BS.</u>	<u>Aug. 2014</u>
<u>have sent in money and application for renew.</u>	

Education Background [Degrees and places obtained]

Degree	School
<u>K-8 Elementary BS</u>	<u>ISU 2004</u>

Professional Experience [Date, place and position]

Date	Place	Position
<u>Aug 2004 - present</u>	<u>Jefferson Elementary Jerome</u>	<u>1st for 9 yrs. 3rd my present year</u>

(over)



CONSENT AGENDA  
JUNE 18, 2015

Professional Associations and related activities other than IEA/NEA  
(including offices)

Very active in church and work with  
youth for 13 yrs as president and  
organized a girls camp for 10  
of those years also. - BSA - trainer -  
trained adults and taught wood badge.

Community Involvement (Please list all community service or other community activities in which you have been involved and dates)

Jerome Boosters Club - Athletic  
Jerome Band boosters - organizing committee -  
for trips to band activities. Marching  
competitions - Vice + Co-Vice -

The Professional Standards Commission meets as many as six (6) times a year. Each meeting spans two days. Additionally, Commission members may be asked to attend public meetings, attend State Board of Education meetings, and present at regional or state meetings. Will you be able to give the required yearly time to this position? YES  NO .

Applicant's signature

Lindy P. Black

Please attach resume, three (3) letters of recommendation, and statement of commitment to the profession.

Please keep file active  
1 yr.  2 yr.  NO .

1/07

**CONSENT AGENDA  
JUNE 18, 2015**

444 So. 200 E.  
Jerome, Idaho 83338  
208-539-6908  
sindy.black@jeromeschools.org

**SINDY BLACK**

Tell Me I forget. Teach me I remember. Involve me and I learn.  
Benjamin Franklin

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SKILLS & ABILITIES

- Organization skills
- Commitment
- Technology skills
- Leadership skills
- Communication

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EXPERIENCE

**JEROME SCHOOL DISTRICT #261**

August 2004-present

- 1<sup>st</sup> grade team leader, planning agendas, field trips, PLC etc.
- District Math team looking into curriculum.
- A teacher representative for PTO (parent organization)
- Served on the building leadership team,
- Trained mentor for our school district. This is third time and this year I am mentoring two teachers.
- Class on Charlotte Danielson Framework for Teaching use this with our mentoring program.
- Class also in SIOP and Marazono strategies to help mentees.
- District Pay for Performance committee and Differentiate pay committee for the past two years.
- The past year I have attended the i3C, Schoolnet, Discovery workshops. (10 days) present concepts at staff meeting.
- Negotiations 4 years with district.

**CONSENT AGENDA  
JUNE 18, 2015**

EDUCATION

**Rick's College now BYU-I Rexburg, Idaho 1975-1976 Associate in Family Services and Early Elementary Education**

**CSI Twin Falls** Various times in life to pick up extra credits.

**Idaho State University - Pocatello, Idaho 2001-2004**

I finished my schooling at ISU from CSI campus. I started in January and went straight until finishing in May of 2004. I was 45 when I started to finish my degree. I took no breaks and was able to finish with honors in May. My time there I carried 3.89. I tutored many students to finish their technology portfolios. I was in on some of new testing that was done. I took one of the first Praxis test, pedagogy test for Elementary and did extensive work for the Literacy test. I did real well on all test scoring well above what the norm became. I helped work on teaching portfolio with other student who struggled. I worked in the technology lab also during my time. I sat on the review board twice to interview new candidates for the teacher program. I put three teenager through Jerome High School and was there for my two elementary girls. I did my 409 and student teaching at Lincoln Elementary. Upon graduation I was able to get a job teaching in Jerome.

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LEADERSHIP

Church – I have been very active in my church working with teenagers for 13 years. I had the opportunity to organize many activities for them some as small as 15 to 200 girls for a week long camp. (which I did for 10 years in a row) I have been the president of the youth and primary age children where I have been actively involved in those organizations.

BSA – Boy Scouts of America: For several years I was a trainer in the Cub scout program. Where I trained leaders at district roundtables or for individual troops. I helped organize day camps for the boys and many for their leaders. I spent 2 years working with Woodbadage program which is a weeklong training for Cub and Boy Scout leaders.

IDEA- I have been a member of Idaho Education Association all my teaching career. 10 yrs. I have sat on the JEA negation committee for 4 years. I have been president of our local, Jerome Education Association for the last two years. I have gone to many trainings and conferences with this organization. I went up to legislative hearing and my husband testified at those hearing what he believed to be the outcome

**CONSENT AGENDA  
JUNE 18, 2015**

of the laws that had been passed. I worked extensively in phone banks, door to door, and getting signature for recall of the votes. I attend the trainings that were held to help us become better leaders.

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REFERENCES

**JOLENE DOCKSTADER**

Jerome Middle School 7<sup>th</sup> Teacher  
Letter enclosed

[jolene.dockstader@jeromeschool.org](mailto:jolene.dockstader@jeromeschool.org)

**DALE LAYNE**

Jerome School Superintendent

Letter enclosed

[dale.layne@jeromeschool.org](mailto:dale.layne@jeromeschool.org)

**GINA ORDEZ**

Idaho Milk, Purchasing

Letter enclosed

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**CONSENT AGENDA  
JUNE 18, 2015**

520 10<sup>th</sup> Ave. West  
Jerome, ID 83338  
April 16, 2014

Penni Cyr, President  
Idaho Education Association  
P.O. Box 2368  
Boise, ID 83701

SUBJECT: ~~Sindy Black~~

Dear Mrs. Cyr: *Penni*

This is a letter of recommendation for Sindy Black, a third grade teacher in the Jerome School District, to serve as an Elementary Classroom Teacher on the Professional Standards Commission. I have worked with Sindy for many years as a colleague at school and through the Jerome Education Association (JEA). I believe she will be a great asset to the committee as she is not only a great teacher and leader but she also makes sure that her interactions with both students and peers are ethical and professional.

Because of Sindy's work with JEA she is familiar with professional codes and standards of ethics, conduct, and professional practices pertinent to certified employees of the district. She has worked with and mentored teachers in her building to create an atmosphere that is both positive and encouraging to work in. Sindy has also worked on many committees in her building to write curriculum, write lesson plans, and establish routines for collaboration. And finally, Sindy is a veteran teacher which gives her experience and insight into the decisions the Commission works on with teacher education, teacher certification, and standards.

I hope you will consider nominating Sindy Black as a member of the Professional Standards Commission. Please contact me if you have any questions or if I can offer further information about her.

Sincerely,



C. Jolene Dockstader, Ed.D

**CONSENT AGENDA  
JUNE 18, 2015**

April 18, 2014

RE: Sindy Black

To Whom It May Concern:

I'm writing in reference to Sindy Black. I have known Sindy for about 8 years. We met when our children were in the Marching Band. I was Moderator of our Music Boosters and she was a member. As boosters we facilitated fundraisers, chaperoned events including traveling out of state with the band and provided direction and guidance for the band students. During our time as Music Boosters we developed a friendship that has lasted even though we are no longer members of the booster club.

Working with 100+ teenagers and their parents was not always an easy task. Sindy's temperament is one that has a calming effect and is beneficial in diffusing even the most difficult situation. She is often a voice of reason in times where it may have been questionable as to whether reason would be found.

Sindy's ability to observe and assess a situation and offer sound advice and reason was an asset for our organization. She adapts well to different situations and was able to work well with both our teenagers and adults.

Sindy is a great planner and practices her organization skills. She is detail oriented and was a great help when we were planning events helping to ensure that even the slightest detail did not get overlooked.

Sindy is pleasant to be around. She is compassionate and mindful of how her approach and words can affect others and yet speaks to the situation regardless of how uncomfortable it may be. I believe that those qualities make her a more successful communicator as well as a team member.

I am grateful to be associated with Sindy and believe that she would be an asset in any organization or position.

Sincerely,



Gina Ordaz  
509 East J  
Jerome, ID 83338  
208-410-0269

CONSENT AGENDA  
JUNE 18, 2015



***Jerome Jt. School District No. 261***

**District Office  
125 4<sup>th</sup> Avenue West  
Jerome, Idaho 83338  
Telephone (208) 324-2392 • FAX (208) 324-7609  
Dale Layne, Superintendent of Schools**

---

April 18, 2014

To The Professional Standards Commission Selection Committee:

I am writing this letter of recommendation for Mrs. Sindy Black, as part of her application process for a position on the Professional Standards Commission. Mrs. Black has worked in the Jerome School District for ten years at Jefferson Elementary School. During that time she has taught first and third grades. Five of those years, I was her the building principal at Jefferson Elementary and am now the district superintendent.

Mrs. Black holds the personal qualities that are required of someone serving on the Professional Standards Commission, including honesty and integrity. Mrs. Black has experience working in a cooperative team setting in that she has been willing to participate in building and district committees and teams.

I understand the Mrs. Black may need to participate in meetings that will require her not being in the classroom. The Jerome School District supports the commission and Mrs. Black as these become necessary.

Mrs. Black would be a good member of this committee, if she is selected.

Sincerely,

A handwritten signature in blue ink that reads "Dale Layne".

Dale Layne  
Superintendent of Schools

**CONSENT AGENDA  
JUNE 18, 2015**

**KATHLEEN A. DAVIS**

3058 Cherry Creek Rd.  
St. Maries, ID 83861  
Home Phone (208) 245-3801  
Cell (208) 582-0187

February 28, 2012

Penni Cyr, IEA President  
Idaho Education Association  
P.O. Box 2638  
Boise, ID 83701

Dear Ms. Cyr,

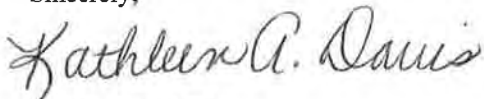
I respectfully submit my application and required documents for consideration for the IEA's selection of a representative to the Idaho Professional Standards Commission.

I believe it is imperative that the profession be protected from negative influences. One way in which we, as teachers, can help in this effort is to monitor practices which ensure that ethical conduct is employed at all times. This will not only make certain that those we come into contact are protected from wrong doing, but also ensure that those in the profession of education are not tarnished by the misdeeds or unprofessional choices of others. This review process also provides assurance that educators will be treated appropriately if accusations should arrive and that false accusations can be handled with integrity.

I have included the following documents: application, resume, statement of commitment to education, along with three letters of recommendation.  
Should you have additional questions, please contact me so that I might provide any necessary information.

Thank you for considering me as a candidate for this appointment.

Sincerely,



Kathleen A. Davis

Enc: PSC Application  
Resume  
Statement of Commitment to Education  
Letters of Recommendation  
D.Kachelmier  
D. Baerlocher  
N. Huddleston



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JUNE 18, 2015

MAR 09 2012

Exhibit J  
Date submitted \_\_\_\_\_

APPLICATION FOR  
PROFESSIONAL STANDARDS COMMISSION

Name Kathleen A. Davis School St. Maries Middle School  
Home Address 3058 Cherry Creek Rd. Sch. Address 1315 Jefferson Ave.  
City St. Maries Zip Code 83861 City St. Maries Zip 83861  
Home Ph. 208 245 3801 Sch. Ph. 208 245-3495  
E-mail Address cherry3058@aol.com

PSC Position applied for: (a)  classroom teacher  
(check one) (b)  special education teacher  
(c)  pupil personnel services

PROFESSIONAL INFORMATION

Current certificate(s) [Include endorsements with expiration dates]

Type		Expiration Date
Standard Elementary	All Subjects K-8	9-1-2013
Reading	K-12	9-1-2013
English	K-9	9-1-2013

Education Background [Degrees and places obtained]

Degree	School
<u>B.S. Elem Ed</u>	<u>Lewis-Clark State College, Lewiston, ID</u>
<u>M.Ed Curriculum &amp; Instruction</u>	<u>University of Idaho, Moscow, ID</u>

Professional Experience [Date, place and position]

Date	Place	Position
<u>1998-1999</u>	<u>Heyburn Elementary, St. Maries, ID</u>	<u>Substitute Teacher</u>
<u>1999-2005</u>	<u>UpRiver School, Fernwood, ID</u>	<u>Classroom Teacher/Title I</u>
<u>2000-2008</u>	<u>Heyburn Elementary, St. Maries, ID</u>	<u>Summer Reading Teacher</u>
<u>2005-present</u>	<u>St. Maries Middle School, St. Maries, ID</u>	<u>Classroom Teacher</u>

(over)

**CONSENT AGENDA  
JUNE 18, 2015**

Professional Associations and related activities other than IEA/NEA  
(including offices)

St. Maries Education Association	2001-Present	Building Rep
St. Maries Education Association	2009-2011	Delegate
St. Maries Education Association	2005-present	Treasurer
SMEA	1998-present	Member
International Reading Association	1998-present	
Kappa Delta Pi		
University of Idaho Alumni Association		
Lewis-Clark State College Alumni Association		
National Teachers of English		
Idaho Library Association		

Community Involvement (Please list all community service or other community activities in which you have been involved and dates)

Benewah County Library Board of Directors		2008-present
Benewah County Library Board of Directors	Chairperson	2010-present
North Idaho Volleyball Club		1998-2006
St. Maries High School Booster Club		2000-present
St. Maries Church of the Nazarene		1990-present
Heyburn Parent Teacher Organization		1992-1998
P.E.O. International		2009-present
Parents Helping Parents		1999-2005

The Professional Standards Commission meets as many as six (6) times a year. Each meeting spans two days. Additionally, Commission members may be asked to attend public meetings, attend State Board of Education meetings, and present at regional or state meetings. Will you be able to give the required yearly time to this position? YES  NO .

Applicant's signature *Kathleen P. Davis*

**Please attach resume, three (3) letters of recommendation, and statement of commitment to the profession.**

Please keep file active  
1 yr.  2 yr.  NO .

1/07

**CONSENT AGENDA  
JUNE 18, 2015**

**KATHLEEN A. DAVIS**

3058 Cherry Creek Rd.  
St. Maries, ID 83861  
Home Phone (208)245-3801      208 582-0187

**OBJECTIVE:** I would like the opportunity to serve on the Professional Standards Commission.

**QUALIFICATIONS**

In my 14 years of teaching, I have provided appropriate instruction to children in grades Pre K-8. During this time I have taken additional responsibilities and focused on strengthening community involvement in our school. By seeking workshops and conferences that focus on subject areas for which I am responsible, I have attempted to use current research and data to offer my students an optimal learning environment. My experience has included working with preservice teachers, novice teachers, and with college instructors involved in mentoring new teachers in order to provide resources and support that will aid them in a positive transition into the profession.

**EDUCATION**

*1974-1978* High School Diploma, St. Maries High School, St. Maries, ID  
*1994-1998* B.S. Elementary Education, Lewis Clark State College, Lewiston, ID  
*Endorsements in Reading K-12 and English K-9*  
*2002-2005* M. Ed. Curriculum and Instruction, University of Idaho, Moscow, ID

**EMPLOYMENT**

*1998-1999* *Teacher, Heyburn Elementary, SD #041, St. Maries, ID*  
*Sept. - Jan* Served as support personnel for Special Education Department. Responsible for weekly activities for grades K-5.

*1999-1999* *Substitute Teacher, Heyburn Elementary, SD #041, St. Maries, ID*  
*Jan - June* Performed as long term substitute. Responsible for daily instruction and activities for twenty preschool age children including those with special needs.  
Responsible for all planning and assessment in fourth grade classroom. In addition assumed all committee activities and assignments for teacher on leave during the final academic quarter.

*1999-2005* *Classroom Teacher, UpRiver Elementary, SD #041, St. Maries, ID*  
Assigned instruction in Language Arts, Geography, and Math for grades 6-8. This position included work within the Title I program. During this time I served on the technology, spelling bee, and assemblies committees.

*2000-2008* *Teacher for Summer Reading Program, SD #041, St. Maries, ID*  
Provided remediation for students in primary grades identified through IRI assessments.

*2005-present* *Classroom Teacher, St. Maries Middle School, SD #041, St. Maries, ID*  
Language Arts, Grades 7-8, All subjects Grade 6  
Responsible for instruction in reading and English. Member of district professional development committee, and RTI team. Mentor for novice teachers. Facilitator for collaboration activities.  
Coordinator for building RTI team. Assisted in staff development for Danielson Evaluation Model.

**RELATED ACTIVITIES**

*1998-present* Active Member St. Maries Education Association  
*2003-2005* St. Maries Education Association Building Representative  
*2008-present* St. Maries Education Association Treasurer; Delegate  
*2008-present* Benewah County Library Association Board Trustee  
Chair 2010-present  
*2010-present* Active member P.E.O.  
Chair - Scholarship committee 2010-present; Treasurer - 2012

**CONSENT AGENDA  
JUNE 18, 2015**

February 28, 2012

To Whom It May Concern:

I am writing this recommendation for Kathy Davis, a sixth grade teacher at St. Maries Middle School, for the PSC committee.

Kathy graduated with a Bachelor of Science degree from LCSC in 1998 with endorsements in Reading K-12, and English K-9. After substituting for one year, Kathy began her teaching career at Upriver Elementary where she taught Language Arts, Geography and Math for grades 6-8. During this time she served on the technology, spelling bee and assemblies committees. In 2005 she transferred to St. Maries Middle School where she taught Language Arts to the 7-8<sup>th</sup> grades. Presently she is teaching 6<sup>th</sup> grade. From 2000-2008 she was an instructor for the Summer Reading program offered here in St. Maries. In 2005 Kathy graduated with a masters degree in Curriculum and Instruction from the University of Idaho.

Kathy is truly an outstanding leader and a person who is dedicated to the teaching profession. She has been instrumental in leading our school district with the Charlotte Danielson evaluation process. Trained by the IEA, she has attended workshops, lead discussion groups in the district, and been a facilitator for the model. Her professional leadership has been noted in St. Maries School District as she has served on the district's professional development committee, text book selection committee, RTI team, a facilitator for collaboration activities, as well as a mentor for novice teachers.

In the community, Kathy has been active in P.E.O. and is currently serving on the Benewah County Library Association as a Board Trustee.

Kathy, an enthusiastic and engaging teacher, has excellent rapport and nurtures hers students to achieve success.

Kathy has been a member of her professional organization since becoming a teacher. She has served as a building representative, treasurer, and been a delegate to the IEA delegate assembly.

As a member of the Professional Standards Commission, Kathy would be a reliable, hard working and dependable individual. She is willing to commit her time and efforts necessary to work on this important committee. She has the background, motivation, and inspiration to work with her fellow educators. She would be an advocate for the teaching profession.

As a retired teacher and Region 1 board member, it is with great pleasure that I recommend Kathy Davis for the position on the Professional Standards Commission.

Sincerely,



**CONSENT AGENDA**  
**JUNE 18, 2015**

February 29, 2012

Re: Kathy Davis

Dear Sir/Madam:

It is my pleasure to recommend Kathy Davis as a candidate for the Professional Standards Commission. I have known Kathy for seven years. I began teaching within the district five years ago and was grateful and fortunate to have Kathy as my mentor. Her commitment to aiding me in my educational growth has continued long after my first year of teaching.

Recommending Kathy is an honor when considering her level of professional dedication to education. She has been the cornerstone in developing and implementing RTI within our building. Kathy continues to take a proactive approach in educating herself on the latest RTI development; then she collaborates with staff and RTI committee members to provide quality educational growth for all students.

Kathy's dedication in assuring student learning and staff accountability has branched out in many leadership rolls within the middle school. She thrives at the opportunity to aide in committee development that supports students, staff, and district growth. Kathy is also a leader on the school Professional Development team and as well as an active member of IEA. Her commitment to education and students continue with her active involvement in community committees such as the Benewah Library Association and our local P.E.O

Kathy enhances the commitment level within the building through her ethical and moral practices as an educator. Her leadership qualities, years of educational experience, and ethical standards, make her a person that is not only a leader but a trusted colleague and mentor for all staff members. Your committee would benefit from Kathy's strong leadership, professionalism, and her ability to create strong collaboration among staff.

Sincerely,



Nikki Huddleston

Language/Art Teacher



**CONSENT AGENDA  
JUNE 18, 2015**

*St. Maries Middle School*

Dennis Kachelmier, Principal/Athletic Director

Scott Sanford, Counselor  
Inga McCarter, Secretary

**February 29, 2012**

**Professional Standards Commission  
650 West State Street  
PO Box 83720  
Boise, ID 83720-0027**

**To Whom It May Concern;**

**It is my pleasure to recommend Kathleen A Davis for the classroom teacher opening on the Professional Standards Commission. Mrs. Davis has taught Language Arts at St. Maries Middle School for the past seven years, which coincides with my arrival as principal at St. Maries.**

**Mrs. Davis has been a leader in areas of curriculum, innovation, student personnel and staff development. Her professionalism is beyond her years of experience, and she is definitely a leader of teachers. The conduct of "Kathy" Davis is above reproach. In 30 years of education I believe Kathy Davis would be in the top two people I would recommend for this commission.**

**Her professional, collaborative demeanor would make her a good selection for the committee due to the ability to work well within a group. Mrs. Davis is professional in her communications to students, staff, and the public. I can think of no limitation or personal attribute that would cause me any area of concern with this recommendation. As a result I give Kathleen A. Davis my highest recommendation, without reservation. If I can provide further information, please feel free to contact me at 208-582-0213.**

Sincerely,

**Dennis Kachelmier, Principal**

## Jennifer Gates

12015 E. Lenora Drive  
Spokane Valley, WA 99206  
[jgates314@hotmail.com](mailto:jgates314@hotmail.com)  
(509) 998-9218

April 20, 2014

Ms. Penni Cyr  
President, Idaho Education Association  
620 N. 6<sup>th</sup> St.  
PO Box 2638  
Boise, ID 838701

Re: Professional Standards Commission

Dear Ms. Cyr,

I am interested in filling the Elementary Classroom Teacher position on the Professional Standards Commission. I have been an elementary teacher for seven years, but more importantly, a professional advocate for children for over 25 years as noted in my resume.

The Professional Standards Commission is a vital component to the learning community. I want our children to continue to move forward and this is another way to be a part of this movement. Holding teachers accountable and helping them to grow is an important aspect of education if we want to see our students thrive and become successful. The Professional Standards Commission helps to assure that we have educators that uphold principles and ethics that are necessary for that to happen. One of the most important things we can do for our students is to make sure that we have teachers in place who truly are dedicated to the standards that have been set. The Professional Standards Commission helps to assure that we have educators that uphold principles and ethics that are necessary for that to happen. I enjoy being a part of the changes and moving forward to help our children, not standing on the sidelines waiting for others to do the work.

My commitment to the profession is to always be striving to be better at enhancing the education of our children and that of our profession. Our children are our future, and I strive daily to produce an environment that makes them want to learn and to make sure that I continue to be open to learning every day as well. The Professional Standards Commission is the opportunity to assure quality teachers are in the classroom and to help those make needed changes if necessary.

Thank you for considering me for this position. I look forward to hearing from you.

Sincerely,

  
Jennifer Gates

Exhibit J

Date submitted April 24, 2014

**APPLICATION FOR  
PROFESSIONAL STANDARDS COMMISSION**

Name Jennifer Gates School Lakeside Elementary  
Home Address 12015 E. Lenora Drive Sch. Address 1157 E Street  
City Spokane Valley, WA Zip Code 99206 City Plummer Zip 83851  
Home Ph. (509) 998-9218 Sch. Ph. (208) 686-2144  
E-mail Address jgates314@hotmail.com

PSC Position applied for: (a)  classroom teacher  
(check one) (b)  special education teacher  
(c)  pupil personnel services

**PROFESSIONAL INFORMATION**

Current certificate(s) [Include endorsements with expiration dates]

Type	Expiration Date
<u>Standard Elementary, All Subjects K/8, Literacy K/12 - Idaho</u>	<u>9/01/2015</u>
<u>Residency Teacher, Elementary Education, Reading - Washington</u>	<u></u>
<u></u>	<u></u>

Education Background [Degrees and places obtained]

Degree	School
<u>Masters of Education</u>	<u>Whitworth University</u>
<u>Certification in Elementary Education</u>	<u>Whitworth University</u>
<u>Bachelor of Arts, Applied Psychology</u>	<u>Eastern Washington University</u>

Professional Experience [Date, place and position]

Date	Place	Position
<u>9/2007 - present</u>	<u>Lakeside Elementary</u>	<u>Second Grade Teacher</u>
<u>1/2007-5/2007</u>	<u>Trent Elementary, Spokane, WA</u>	<u>Student Teacher, 4th grade</u>
<u>7/1990-present</u>	<u>Excelsior Youth Center, Spokane, WA</u>	<u>Group counselor, medical coordinator assistant, Pro-Act Instructor</u>

(over)



JUNE 18, 2015

Professional Associations and related activities other than IEA/NEA (including offices)

IEA - Plummer Worley President

Four horizontal lines for listing professional associations and related activities.

Community Involvement (Please list all community service or other community activities in which you have been involved and dates)

Girl Scouts

Horizontal line for listing Girl Scouts involvement.

Boy Scouts

Horizontal line for listing Boy Scouts involvement.

Upward coach

Horizontal line for listing Upward coach involvement.

The Professional Standards Commission meets as many as six (6) times a year. Each meeting spans two days. Additionally, Commission members may be asked to attend public meetings, attend State Board of Education meetings, and present at regional or state meetings. Will you be able to give the required yearly time to this position? YES X NO \_\_.

Applicant's signature Jennifer Bates

Please attach resume, three (3) letters of recommendation, and statement of commitment to the profession.

Please keep file active 1 yr. \_\_ 2 yr. X NO \_\_.

1/07

JUNE 18, 2015

Jennifer Gates

12015 E. Lenora DriveSpokane Valley, WA, 99206jgates314@hotmail.com(509)998-9218**Summary of Professional Qualifications**

- Twenty-five years experience with at-risk children
- Thirteen years experience teaching Professional Assault Crisis Training
- Six year experience teaching Sunday School, Preschool – Third Grade

**Education****Whitworth University, Spokane, Washington**

Masters of Education

June 2011

Dean's List

**Whitworth College, Spokane, Washington**

Certification in Elementary Education – endorsement in Reading, emphasis in Social Studies

June 2007

Dean's List

**Eastern Washington University, Cheney, Washington**

Bachelor of Arts – Applied Psychology

January 1991

**Certification****Standard Elementary, State of Idaho, September 2007**

All Subject K/8

Literacy K/12

**Residency Teacher Certificate, State of Washington, June 2007****Highly Qualified and Endorsed in the following areas:**

Elementary Education, September 16, 2006

Reading, January 13, 2007

**Professional Experiences**

- Teacher – Second Grade, Fall 2007 – present  
Lakeside Elementary, Plummer, Idaho

I participate in students learning while obtaining classroom management, on-going assessments, parent/community communication, Individual Education Plans, collaboration, along with many other day to day activities. I am currently a member of the Response to Intervention team, Positive Behavior Intervention System team, Student Study Team, and have been on the District Leadership team.

- Student Teacher – Fourth Grade, Spring 2007  
Trent Elementary, Spokane Valley, Washington

While student teaching, I participated in and was responsible for student learning, classroom management, assessment, parent communication, administering the WASL, parent conferences, math night, SST – Student Study Team, MDT – Multi-Disciplinary Team, summits, collaboration, student profiling, and other tasks as needed. In meeting Washington State/district standards, I completed a performance-based pedagogy assessment and developed a professional growth plan. I also had several field experiences between 2006 and 2007.

**Work Experience**

- Relief Counselor 9/07 – present  
Excelsior Youth Center, Spokane, Washington

I am responsible for at-risk children ages 10-18 who are economically, behaviorally, and emotionally challenged.

**CONSENT AGENDA  
JUNE 18, 2015**

- **Medical Coordinator Assistant 3/04-9/07**  
Excelsior Youth Center, Spokane, Washington

I was responsible for overseeing the medication for the children and training for the staff in regards to the medication, Rebuilding Spokane Together, extensive experience and familiarity with economically, behaviorally, and emotionally challenged individuals.

- **Senior Group Counselor 7/90-3/04**  
Excelsior Youth Center

I was responsible for the staff and children residing there, staff trainings, mini-groups i.e. drug and alcohol education, anger management, independent living skills, recreation, sex education, victim awareness, etc; providing healthier living choices, parent/foster parent communication, MDT – Multi-Disciplinary Team, caseworker and attorney communication, Family Fun Day, development of treatment plans, conducted assessments, multi-disciplinary evaluation, and extensive experience and familiarity with economically, emotionally, and behaviorally challenged individuals.

- **Pro-Act Instructor 3/93- 3/06**  
Excelsior Youth Center, Spokane, Washington

I was responsible for the training and education for staff in crisis management. This training emphasized self-control, choices, teamwork, individuality, diversity, and age appropriateness. Pro-Act evaluates strengths and how to utilize those strengths to empower the children.

**References**

Mike Crabtree  
Principal  
Lakeside Elementary  
(208) 686-2199

Judi Sharrett  
Superintendent  
Plummer-Worley School District S  
(208) 686-1621

Teresa Hurliman  
Idaho Capacity Builder  
Spokane Schools Retired Principal  
(509) 570-6660

JUNE 18, 2015

**Lakeside Elementary School**

P.O. Box 130, 1345 E. Street

Plummer, ID 83851

☎ (208) 686-1651 📠 (208) 686-2118

<http://www.pwsd44.com>

2014

To Whom It May Concern,

It is an honor to write a letter of recommendation for Jennifer Gates. Jennifer is currently an elementary teacher at Lakeside Elementary School in the Plummer-Worley School District.

Jennifer is one of the most outstanding educators that I have had the opportunity to work with and learn from. She puts in a great deal of time and does a terrific job in all aspects of her responsibilities. Jennifer possesses a genuine passion for her students and is driven by a moral imperative to support all students to reach their potential. She is aware of all students' needs and knows how to reach each of them. Jennifer exhibits her dedication in all situations and interactions not only with students, but with her peers and administration. She truly gives one hundred percent with students, parents and staff. She will go the extra mile to help all students academically and socially whether they are in her classroom or someone else's.

The teachers respect Jennifer and learn from her knowledge level and develop compassion from her tender heart. Jennifer is a team player who has an excellent partnership with all staff and administrators in the Plummer-Worley School District. Jennifer has many leadership qualities and is very supportive with the overall educational activities of the School-Wide Title I Elementary School and district initiatives. She is engaged in weekly collaboration with teammates. During this collaboration time lessons are developed and student work is assessed.

Jennifer is always well-prepared, confident, and eager to teach students. She is highly knowledgeable with the curriculum and assessments as well as effective teaching strategies. She follows the state and common core standards in coordination with both the district and the school curriculum. She implements strategies to engage all students in high levels of learning. Jennifer presents herself in a highly professional manner; from communication with parents, to lesson planning, to delivering instructions, to collaboration among staff members. Jennifer models her strong abilities, skills, and professionalism in all areas of our school.

During Jennifer's daily lessons I have observed her to treat students with respect and courtesy. She listens to their responses, understands and uses methods for delivering the curriculum in a clear, sequential and thoughtful manner. She is able to move backward and forward in her lessons to accommodate for the differences in abilities of students during the delivery of instruction. She clearly understands that lesson plans are used as a tool and is comfortable to move toward the moment. It is evident Jennifer is highly skilled with differentiated instruction. Jennifer genuinely cares about her students and their needs both emotionally, socially, and academically.

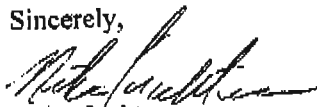
Jennifer's engagement with activities and professional development is above and beyond most teachers. The following is just a sample list:

Weekly collaboration with building resources  
Collaborated with Data Driven Dialogues  
Data Assessments (Formative & Summative)  
Differentiated Instruction  
Developing modifications and interventions  
Establishing and maintaining positive & collaborative relationships with parents  
Establishing and maintaining positive collaboration with staff and students  
Open communication with other providers to discuss needs of students and how to best align services  
District Staff Development  
Involved with Calibration Walk-Throughs  
Staff Walk-Throughs  
Common Core  
SBAC Training

People respect Jennifer because they admire her honesty and sincerity. She is kind and compassionate with students, staff and community. Jennifer always demonstrates a big heart in her dealings with people regardless of their age or position in life. She works to accommodate people whenever possible, but is never willing to sacrifice the education of a student in the process.

Jennifer works very hard and her dedication to her profession is outstanding. People adore her warmth and caring attitude. It is an honor to work with such a terrific person.

Sincerely,



Mike Crabtree  
Principal, Lakeside Elementary

## CONSENT AGENDA

JUNE 18, 2015

PO Box 130 \* 1157 E Street  
Plummer, ID 83851-0130  
Phone (208) 686-1621  
Fax (208) 686-2108  
www.pwsd44.com

## Plummer-Worley Joint School District No. 44

4/15/2014

Dear Ms. Cyr,


I'm writing this letter of recommendation on behalf of Jenn Gates to serve on the Professional Standards Commission. Jenn has been a second grade teacher at Lakeside Elementary in the Plummer Worley School District since 2007. Jenn is interested in pursuing a vacancy on the committee through the IEA organization. As the Superintendent of this small district, I am well-acquainted with the quality of her teaching and feel qualified to speak to her character and work ethic.

I expect all staff to constantly strive to be impeccable and vigilant about the effect words and actions have on other people. It is also my expectation everyone uphold the highest level of confidentiality in the many sensitive issues arising as a result of being an employee of the Plummer Worley School District. It is one thing to set high expectations, however, it is rare for them to be met consistently by any individual.

Jenn Gates exceeds my expectations for staff. In a small district with many at-risk students, staff is presented with daily opportunities to demonstrate quality of character. A highly ethical teacher-leader, Jenn has been an asset to the elementary because of her high integrity and willingness to give honest feedback. She applies 100% of herself to *everything* she does with a sense of humor and without complaint.

Jenn Gates is a powerhouse as a person and staff member. The best part about Jenn is her calm yet firm demeanor. Jenn is self-motivated, caring, intelligent, and enthusiastic in her drive to always do her best in service to others. For these reasons and more, I believe Jenn Gates would be a great choice to serve on the Professional Standards Commission.

Sincerely,



Judi Sharrett, Superintendent

April 23, 2014

To whom it may concern,

I am pleased to write a letter of recommendation for Jennifer Gates. I have known Jenn for the past 6 years at Lakeside Elementary where she has been a teacher and I have been a school improvement coach.

During this time, I have had a chance to observe and work with Jenn. First and foremost, she is a quality teacher; her classes are structured so students know what to expect. Jenn differentiates her instruction with her students by digging down deep to determine what each child needs, and developing a plan for them. She keeps track of student progress and makes adjustments to the student's program when needed. Besides focusing on a quality academic program, Jenn is one of those teachers that values strong relationships with her students.

Jenn is a natural leader. Her peers seek her input and advice. She has effectively served on various teams and committees, helping move the school forward. She has also been an asset to her school by sharing her expertise with de-escalation skills and has provided training to them in the past. Recently, she has assumed the role of Union president for Plummer-Worley School District and is well respected in that role.

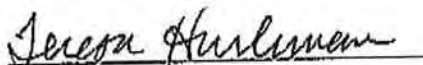
Jenn is warm, personable and cares about people. She is an excellent communicator, equally comfortable expressing concerns, as well as communicating when things are going well. She is intelligent, curious and always open to learning something new.

In summary, Jenn is the kind of person you want on your team. She is hard working, reliable and a can-do person. She has a great sense of humor and helps contribute to a positive team culture. She is energetic, enthusiastic and her positive attitude is a plus in developing collaborative relationships with staff and parents.

I strongly recommend Jenn as a competent teacher, collaborator and leader. I consider her an asset to any leadership position and would strongly encourage you to consider her for your position.

Sincerely,

Teresa Hurliman



Idaho Capacity Builder  
Spokane Schools Retired Principal  
509-570-6660

**CONSENT AGENDA  
JUNE 18, 2015**

**DONNA SULFRIDGE**

Donna will bring a wealth of teaching experience, wisdom and depth of understanding to the Professional Standards Commission (PSC). Donna is interested in serving on the PSC in order to yield excellence in teacher development. She believes that supporting and guiding good teachers is the best way to help students achieve more than just high test scores, namely, and more importantly, to reach their dreams. Teachers inspire students and she hopes to encourage teachers through her contributions on the PSC.

Donna loves working with people---students, parents, colleagues, and the general public. She has faced many challenges in dealing with people, possessing and demonstrating the wisdom and caring that people appreciate. Additionally, she values working in groups to solve problems for the good of Idaho's children.

Within three years of receiving her degree in Elementary Education, Donna was voted Teacher of the Year at Star Elementary School in the Meridian School District, became one of the District's first Mentor Teachers, and ran the Title One summer school program and the Reading is Fundamental Program for her school.

Donna began her Master's Degree in Reading and moved to Mountain Home to Base Primary School. It was here where she learned to organize huge field trips to the pool (on bikes) or to farms and sand dunes as well as how a group of teachers can run a very profitable carnival. Here she threw herself into teaching Everyday Math, the Writing Workshop, and Hands on Elementary Science, guiding her students in Discovery Lessons in Science and Social Studies.

Throughout Donna's career, she has gone over and above her classroom responsibilities to contribute to the profession by serving on textbook adoption and curriculum committees, piloting math curriculums and serving on a district retention policy committee. She served on the School Wide Title One Committee and RTI Committee and currently serves on the School Improvement Team.

As a veteran teacher, Donna has experienced all of the changes and challenges brought on by No Child Left Behind and meeting Adequate Yearly Progress goals. Despite the inevitable large pendulum swings in education, she has always seen the wisdom of providing a balanced approach. As the curriculum has evolved to more "a mile deep and an inch wide" focus, she has made sure to adapt when witnessing a lack of student engagement.



**CONSENT AGENDA  
JUNE 18, 2015**

Donna earned her Master's Degree in Educational Leadership from the University of Idaho in May of 2012. She was encouraged to pursue educational leadership by her pastor, Dr. Robert Colson, who told her that she would make an excellent administrator. He had witnessed her leadership as the director of the church's music ministry for the past eleven years and by her work as a youth group leader.

Donna's first passion has been for her students' welfare and learning. Her acceptance as a PSC member will allow her to support, guide, and help teachers in these difficult times for both educators and students. Please give her your strongest consideration.

Please see Donna's accompanying resume' below.

**CONSENT AGENDA  
JUNE 18, 2015**

**Donna Rae Sulfridge**

2549 Southwest Old Grandview Hwy.  
Mountain Home, Idaho 83647  
Telephone: (208) 587-4081; (208) 629-6900  
Email: [dorame12@msn.com](mailto:dorame12@msn.com); [sulfridge\\_dr@sd193.k12.id.us](mailto:sulfridge_dr@sd193.k12.id.us)

Objective

My objective is to become an elementary school principal.

Education

2009-2012	University of Idaho, Boise, Idaho Master of Education---Educational Leadership
1983-1987	Boise State University, Boise, Idaho Bachelor of Arts---Elementary Education

Honors

- Renaissance Reading Model Classroom---2001/2002
- Teacher of the Year Star Elementary School ---1991/1992
- Bachelor of Arts Degree conferred with High Honors

Teaching Experience

2004-Present	Third Grade Teacher East Elementary School, Mountain Home School District, Idaho
2002-2004	Third Grade Teacher Base Primary School, Mountain Home School District, Idaho
1994-2002	Second Grade Teacher Base Primary School, Mountain Home School District, Idaho

Highlights: Supervise student teachers; serve on reading, math, science, social studies, and language arts curriculum and textbook adoption committees for the Mountain Home School District; served on the district committee that developed the Retention Policy; served on the School Wide Title One committee, Response to Intervention committee, and the School Improvement Team

1988-1994	Third Grade Teacher Star Elementary School, Meridian School District, Idaho
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Highlights: Coordinated the Reading Is Fundamental program; directed and taught a summer school program; supervised a new teacher as part of the Mentor Teacher Program; served on reading and math curriculum and textbook adoption committees for the Meridian School District

Memberships and Activities

- Northwest Professional Educators an Association of American Educators chapter: current member
- National Education Association---former member and former building representative
- Open Door Fellowship---worship team coordinator, Backyard Bible Club organizer/teacher, and teen group volunteer

References

Mrs. Anita Straw, Principal

**CONSENT AGENDA  
JUNE 18, 2015**

East Elementary School  
Mountain Home, Idaho 83647  
Phone: (208) 587-2585

Mrs. Sherri A. Ybarra  
Director of Federal Programs  
Mountain Home School District  
Mountain Home, Idaho 83647  
(208) 587-2595

Mrs. Jackie Harper  
Principal-retired  
Mountain Home, Idaho 83647  
(208) 587-9495

CONSENT AGENDA  
JUNE 18, 2015

Mrs. Betty Turner  
9798 W. Red Berry Court  
Boise, ID 83709  
208-340-7095  
April 23, 2014

Penny Cyr  
Idaho Education Association  
620 N. 6<sup>th</sup> St.  
PO Box 2638  
Boise, ID 83701

Dear Ms. Cyr,

I am applying to represent IEA on the Professional Standards Committee. I have enclosed my application, resume, and three letters of recommendation. One letter of recommendation is from a co-teacher. One letter is from a principal I worked for and admired. One letter is from our GATE supervisor. I have all but the application available via e-mail if needed.

Thank you for your consideration.

Sincerely,



Betty Turner

CONSENT AGENDA  
JUNE 18, 2015

Exhibit J

Date submitted \_\_\_\_\_

APPLICATION FOR  
PROFESSIONAL STANDARDS COMMISSION

Name Betty Turner School Collister  
 Home Address 9798 W. Red Berry Ct. Sch. Address 4426 W. Catalpa Dr.  
 City Boise Zip Code 83709 City Boise Zip 83703  
 Home Ph. 376-2919 Sch. Ph. 854-4650  
 E-mail Address bettyturner@g.com Betty.Turner@BoiseSchools.org  
 PSC Position applied for: (a)  classroom teacher  
 (check one) (b)  special education teacher  
 (c)  pupil personnel services

PROFESSIONAL INFORMATION

Current certificate(s) [Include endorsements with expiration dates]

Type	Expiration Date
<u>Elementary</u>	<u>August, 2018</u>
<u>Gifted and Talented</u>	

Education Background [Degrees and places obtained]

Degree	School
<u>BS in Elem. Educ.</u>	<u>Nebraska Wesleyan Univ. Lincoln, NE</u>
<u>Various graduate courses at</u>	
<u>BSU, NWU, U of T, Lewis-Clark, NIC, Whitworth College</u>	

Professional Experience [Date, place and position]

Date	Place	Position
<u>Aug. 2003 - June 2009</u>	<u>Horizon</u>	<u>K-3 full time gifted classroom</u>
<u>Aug. 2009 to present</u>	<u>Collister</u>	<u>1-2 Highly gifted Classroom</u>
<u>(Jan. 1990 - Aug 2003)</u>	<u>substitute in Boise School District</u>	<u>K-6</u>

CONSENT AGENDA  
JUNE 18, 2015

Professional Associations and related activities other than IEA/NEA  
(including offices)

ITAB/SAGE

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Community Involvement (Please list all community service or other community activities in which you have been involved and dates)

Vineyard Boise small group leader, Bible School

Redeemer Lutheran Education Director

American Red Cross Labor & Delivery teacher

Volunteer at Monroe, Jackson, Horizon

OTE patron volunteer at Horizon for 9 years

The Professional Standards Commission meets as many as six (6) times a year. Each meeting spans two days. Additionally, Commission members may be asked to attend public meetings, attend State Board of Education meetings, and present at regional or state meetings. Will you be able to give the required yearly time to this position? YES  NO .

Applicant's signature Betty A. Turner

---

**Please attach resume, three (3) letters of recommendation, and statement of commitment to the profession.**

Please keep file active  
1 yr.  2 yr.  NO .

1/07

CONSENT AGENDA  
JUNE 18, 2015

**Mrs. Betty Turner**

9798 W. Red Berry Court, Boise, ID 83709

208-376-2919/ cell 208-340-7095/work 208-854-4661

[bettyaturner@q.com](mailto:bettyaturner@q.com)/[Betty.Turner@BoiseSchools.org](mailto:Betty.Turner@BoiseSchools.org)

**Professional Summary**

My goal as a professional educator is to be a life long learner as well as to teach my students to also become life long learners. Another goal I have as an educator is to work with integrity and honesty. I am seeking a position as a representative on the Professional Standards Commission because I want to broaden my experiences and I believe I have something to offer this committee.

**Experience**

Collister Elementary School

4426 W. Catalpa Dr.

Boise, ID 83703

208-854-4650

August, 2009-present Highly gifted 1<sup>st</sup>-2<sup>nd</sup> grade

Positions held: Social Committee Chair, Look to Learn committee, Wise Tool Committee, PTO representative

Horizon Elementary School

710 Mitchell

Boise, ID 83704

854-5170

August 2003-June, 2009

I created and piloted a fulltime gifted classroom for K-3.

Positions held: Collaborated with grades 1-3 weekly, Represented GATE on Problem Solving Team, Leadership Team, District Gifted Teachers Committees

Boise Public School District

1990-2003 Substitute Teacher Pre K-6

**Education**

Nebraska Wesleyan University, Lincoln, Ne May, 1979

Bachelor of Science in Elementary Education

Graduate Level Classes taken at BSU, NNU, U of I, Lewis-Clark, NIC, Whitworth College

CONSENT AGENDA  
JUNE 18, 2015



# The Independent School District of Boise City

8169 W. Victory Rd.  
Boise, Idaho 83709

(208) 338-3400  
FAX (208) 338-3487

April 15, 2014

Idaho Education Association  
Professional Standards Commission

Dear Selection Committee:

It is my honor to recommend Mrs. Betty Turner for a position on the Professional Standards Commission. In my position as gifted program supervisor for the Boise School District in Idaho, I have worked with Betty for ten years. During most of that time, she has been a primary grade teacher in our highly gifted program and an integral member of our highly gifted program team. The five teachers in this program work extremely collaboratively and have significant additional responsibilities beyond their teaching. They help select children for the program based on test scores as well as more subjective evidence. They develop the advanced curriculum for this program which is an extreme intervention for students with profound gifted needs. In the classroom, as well as providing continual academic challenge for these students, they address the unusual emotional and executive functioning skills of this population of students and the concomitant challenges these present.

In the on-going workings of this team, as well as in her classroom teaching, Betty has demonstrated the highest ideals of the teaching profession. Even under pressure, she examines each decision with an eye to ethics and what is the "right" thing and the "professional" thing to do. She happily and willingly volunteers for whatever needs to be done to improve our ability to meet the needs of our students. She is a very reflective teacher, analyzing her lessons and classroom, pursuing professional development and continually refining her teaching. She works very closely with her students' parents and is highly respected by them and by district staff. She is extremely responsible and worthy of trust.

I am delighted that Betty has agreed to pursue this responsible position in her field. She will be an excellent representative of the teaching profession and will be a great asset to the committee and its important work.

Sincerely,

Rita S. Hoffman

*"Educating Today For a Better Tomorrow"*



CONSENT AGENDA  
JUNE 18, 2015



# HORIZON ELEMENTARY SCHOOL

*"Every Child Learns Every Day"*

Dr. Gale Zickefoose, Principal  
Ms. Helga Frankenstein, Assistant Principal  
Mrs. Cyndi Ashton, Administrative Assistant

April 17, 2014

To Whom It May Concern:

It is without hesitation that I recommend Mrs. Betty Turner the Professional Standards Commission! Betty is an outstanding professional educator and truly has a heart for students. She cares deeply about their success and understands the importance of developing positive, integrity-filled relationships with her students, their parents, and her colleagues. Betty demonstrates, daily, the Boise School District core values - respect, responsibility, teamwork, honesty and dignity.

Betty is a team player! She collaborates extremely well with her colleagues and her colleagues think highly of her and her consistent professionalism. Betty is well versed in the continuous school improvement process having spent the past several years reading about Professional Learning Communities and implementing plans, differentiating lessons, and developing all means necessary to meet the needs of all of her students in her classroom and the needs of all of the students at her grade level.

Betty is positive, upbeat, confident, and has a can-do attitude. Parents and students love her. Students look forward to being in her class and parents routinely requested to have their child placed in her classroom.

I would rehire Betty in a heartbeat and if my own children were in the primary grades (they're older now) I would not hesitate to place them in her classroom.

You will not be remiss if you select Betty Turner for this position on the Professional Standards Commission! Feel free to give me a call if you have questions. My home phone number is 208-853-0672 and my cell phone number is 208-284-6358.

Sincerely,

Gale Zickefoose  
Principal

HOME OF THE EXPLORERS!

730 N. Mitchell • Boise, Idaho 83704 • Phone: (208) 854-5170 • Fax: (208) 854-5171

**CONSENT AGENDA  
JUNE 18, 2015**

Franklyn D Robinson  
307 N 21<sup>st</sup> St.  
Boise, ID, 83702  
franklob@gmail.com

April 22, 2014

Professional Standards Commission  
650 West State St.  
Boise, ID 83720

To Whom It May Concern:

I am writing to recommend Betty Turner to serve on the Professional Standards Committee. Mrs. Turner consistently displays good judgment. Betty is a woman of great integrity.

I have been acquainted with Mrs. Turner since 1992. I have known Betty well for the past six years. I first worked with Mrs. Turner when she served as PTO president of the school where I taught. I am fortunate to now work with Betty as a co-teacher in the Boise School District Highly Gifted Program.

Through my many years of working with Mrs. Turner I have seen her work ethic and commitment to children on a daily basis. Betty always works to elevate her students by having high expectations and holding the children accountable to those expectations.

I recommend Betty Turner to the Professional Standards Commission because of her integrity. Mrs. Turner is the most honest and caring person I know. Betty understands and practices confidentiality. She also is not afraid to speak up when students or adults are treated unfairly.

Mrs. Turner's honesty, integrity and incredible work ethic would make her a great fit for the Professional Standards Commission. She would be an asset to the PSC, and I am happy to give her my wholehearted endorsement.

Sincerely,



Franklyn D. Robinson

**CONSENT AGENDA  
JUNE 18, 2015**

**Elisa S. Saffle**

5455 Denning Ave., Iona, Idaho 83427

208-244-2757

elisasaffle@gmail.com

**EDUCATION:**

**Educational Specialist Educational Administration:** Idaho State University, Pocatello, Idaho  
May 2009

**Master of Education Educational Administration:** Idaho State University, Pocatello, Idaho  
December 2008

**Master of Education Curriculum and Instruction – Mathematics Specialist:** Kent State University, Kent, Ohio  
August 2000

**Bachelor of Arts in Mathematics – Secondary Teaching Certification:** Malone College, Canton, Ohio  
May 1995

**CERTIFICATION:**

**Idaho:** Superintendent Pre K – 12, School Principal Pre K – 12, Mathematics 6 – 12

**EXPERIENCE:**

***Bonneville Joint School District #93, Idaho Falls, Idaho***

**Elementary School Principal:** June 2013 to present – Hillview Elementary School

- Ensured implementation of professional learning communities focusing on student learning and growth.
- Responsible for making discipline decisions for prevention and consequences.
- Provided all certified and classified employee evaluations.
- Completed walk-throughs for snapshots of teacher effectiveness.
- Prepared professional development plans with teachers.
- Collaborated with parents for family activities, fundraisers, volunteers, and school needs.
- Responsible for school finances and budgeting.

**High School Assistant Principal:** July 2009 to June 2013 – Hillcrest High School

- Responsible for making discipline decisions for prevention and consequences.
- Provided teacher evaluations for the mathematics, physical education, and fine arts departments.
- Completed walk-throughs for snapshots of teacher effectiveness.
- Organized the school accreditation process and site visit with the Northwest Accreditation Commission.
- Scheduled teachers for extra supervision responsibilities.
- Supervised athletic, extra-curricular, and co-curricular events.
- Contributed to the planning and development of the master schedule.
- Helped organize the high school course description book.
- Served as member of the district calendar committee.
- Supervised school clubs.

***Idaho Falls School District #91, Idaho Falls, Idaho***

**Coordinator of Staff Development:** July 2008 to June 2009

- Managed part of the district Federal Title II funds to facilitate professional learning.
- Responsible for scheduling, designing, and teaching graduate level continuing education courses.
- Organized and executed the *Whole Child, Whole Teacher* conference for over 800 educators.
- Planned and carried out new teacher induction and monthly academies to train and retain new teachers.
- Led the mentoring and professional development committees.

**Coordinator of Assessment and Program Evaluation:** June 2007 to June 2008 (interim position)

- Responsible for implementing federal and state mandated K-12 assessments.
- Supervised the district ISAT (Idaho Standards Achievement Test) Coordinator.
- Collaborated with Directors of Elementary and Secondary and Coordinator of Curriculum and Professional Development on assessment, curriculum, and professional development projects.
- Communicated regularly with the State Department of Education and the Office of the State Board of Education for clarification and compliance issues.
- Trained and supervised the Idaho Reading Indicator (IRI) proctors.
- Analyzed national, state, and local data for instructional and curricular decision-making.

# CONSENT AGENDA

## JUNE 18, 2015

**Math Curriculum Specialist:** June 2004 to June 2007

- Responsible for the mathematics curriculum needs of the district including in-service opportunities, trainings, updating assessments, and alignment of mathematics curriculum.

**Junior High School Math Teacher:** August 2000 to August 2006 – Clair E. Gale Jr. High School

- Taught ninth grade Geometry and Algebra and seventh grade Pre-Algebra.

**ACT Preparation Teacher:** October 2003 to May 2004 – Community Education Program

- Prepared high school students for the English, Mathematics, Reading, and Science ACT Tests.

**North Olmsted City Schools, North Olmsted, Ohio**

**High School Math Teacher:** North Olmsted High School, North Olmsted, Ohio.

August 1997 to August 1999.

**Lakeland Community College, Kirtland, Ohio**

**Part-time Instructor:** April 1996 to June 1996 – Math 094

### **Other Teaching Experience**

#### **Continuing Education Graduate Courses:**

- The Core Six Essential Teaching Strategies – Teaching Strategies for Common Core Implementation
- Tools for Teaching – Discipline, Instruction, and Motivation
- Responsive Teaching – Instructional Strategies for the Differentiated Classroom
- Sheltered Instruction Observation Protocol (SIOP) I – Introduction to the Eight Components
- Sheltered Instruction Observation Protocol (SIOP) II
- New Teacher Induction
- New Teacher Academy
- Teacher Academy
- Mathematics Academy – Focus on Remediation
- Mathematics Academy – Focus on Differentiation

#### **Workshops and Seminars:**

- Questioning Strategies
- Writing Content and Language Objectives
- Closing the Achievement Gap
- 9 Strategies of Classroom Instruction that Works
- Understanding and Using Assessment Data
- Engaging Students
- Grouping and Interaction

**Long-term Substitute Teacher:** November 1996 to June 1997 – Greene Middle School, Smithville, Ohio, August 1996 to November 1996 – Wooster High School, Wooster, Ohio, November 1999 to June 1999 – Fox Hollow Elementary School, Idaho Falls, Idaho

**Substitute Teacher:** September 1995 to June 1996 – Fairport Harbor, Painesville City and Township, Ohio

**Summer School Teacher:** July 1996, June 1995 to July 1995 – Painesville Township, Ohio, June 2001 to June 2003 – Idaho Falls, Idaho

**Math Proficiency Preparation Tutor:** October 1995 and February 1996 – Fairport, Ohio.

### **ORGANIZATIONS AND ACTIVITIES:**

**Project Leadership**

**Idaho LEADS**

**Association for Supervision and Curriculum Development (ASCD)**

**Delta Kappa Gamma – Honor Society of Women Educators**

**Idaho Association of School Administrators (IASA)**

**Idaho Association of Elementary School Principals (IAESP)**

**National Association of Elementary School Principals (NAESP)**

**Idaho Association of Secondary School Principals (IASSP)**

**National Association of Secondary School Principals (NASSP)**

**Coordinator of Idaho Association of Student Council (IASC) Region V/IV Conference 2010**

**CONSENT AGENDA  
JUNE 18, 2015**

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**SUBJECT**

Request for Waiver of 103% Student Transportation Funding Cap for ten School Districts.

**REFERENCE**

June 2013	Board approved the request for four school districts to receive a funding cap waiver for the 2012-2013 school year
June 2014	Board approved the request for six school districts to receive a funding cap waiver for the 2013-2014 school year.

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1006, Idaho Code

**BACKGROUND/DISCUSSION**

During the 2001 session, the Idaho Legislature amended Section 33-1006, Idaho Code. The amendment created a student transportation funding cap; affecting school districts that exceed (by 103%) the statewide average cost per mile and cost per rider. The 2007 and 2009 Legislatures further amended this language to provide clear, objective criteria that defines when a district may qualify to be reimbursed for expenses above the cap, and how much. These new criteria designate certain bus runs as "hardship" runs, and allow the district to receive a higher cap, based on the percentage of the district's bus runs that are so categorized.

As of April 30, 2015, there were 18 school districts and/or charter schools negatively affected by the pupil transportation funding cap:

BLAINE COUNTY DISTRICT	\$56,555
FALCON RIDGE CHARTER SCHOOL	\$1,810
GARDEN VALLEY DISTRICT	\$45,210
GENESEE JOINT DISTRICT	\$10,801
HIGHLAND JOINT DISTRICT	\$2,811
KAMIAH JOINT DISTRICT	\$981
KELLOGG JOINT DISTRICT	\$33,769
LIBERTY CHARTER	\$1,008
MC CALL-DONNELLY DISTRICT	\$130,156
MEADOWS VALLEY DISTRICT	\$26,854
MERIDIAN JOINT DISTRICT	\$102,124
MOSCOW DISTRICT	\$51,146
MOUNTAIN VIEW SCHOOL DISTRICT	\$4,716
PLUMMER-WORLEY JOINT DISTRICT	\$3,541
SALMON DISTRICT	\$10,341
VALLEY DISTRICT	\$8,365
VISION CHARTER SCHOOL	\$21,168
WENDELL DISTRICT	\$12,696

**CONSENT AGENDA**  
**JUNE 18, 2015**

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Of these 18, only ten districts have routes meeting the statutory requirements of a hardship bus run, which would allow the Board to grant a waiver. These include Garden Valley, Genesee, Highland, Kamiah, Kellogg, Meadows Valley, Moscow, Mountain View, Plummer-Worley, and Salmon school districts.

All ten of these districts have applied for a waiver from the student transportation funding cap.

**Garden Valley School District** submitted three school bus routes that met the required criteria. This represents 30% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 133%.

**Genesee School District** submitted two school bus routes that met the required criteria. This represents 40% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 143%.

**Highland School District** submitted two school bus routes that met the required criteria. This represents 40% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 143%.

**Kamiah School District** submitted two school bus routes that met the required criteria. This represents 33% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 136%.

**Kellogg School District** submitted two school bus routes that met the required criteria. This represents 5% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 108%.

**Meadows Valley School District** submitted one school bus routes that met the required criteria. This represents 50% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 153%.

**Moscow School District** submitted three school bus routes that met the required criteria. This represents 16.6% of the bus runs operated by the district. When added to the 119.6% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 119.6%.

**Mountain View School District** submitted twelve school bus routes that met the required criteria. This represents 26% of the bus runs operated by the district.

**CONSENT AGENDA  
JUNE 18, 2015**

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When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 129%.

**Plummer-Worley School District** submitted one school bus route that met the required criteria. This represents 8.3% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 111.3%.

**Salmon School District** submitted one school bus route that met the required criteria. This represents 12.5% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 115.5%.

**ATTACHMENTS**

Attachment - - Funding Cap Appeal Applications

Page 5

**BOARD ACTION**

I move to approve the request by **Garden Valley School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2015 of 133% for a total of **\$43,087** in additional funds from the public school appropriation.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

I move to approve the request by **Genesee School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2015 of 143% for a total of **\$10,801** in additional funds from the public school appropriation.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

I move to approve the request by **Highland School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2015 of 143% for a total of **\$2,811** in additional funds from the public school appropriation.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

I move to approve the request by **Kamiah School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2015 of 136% for a total of **\$981** in additional funds from the public school appropriation.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**CONSENT AGENDA  
JUNE 18, 2015**

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I move to approve the request by **Kellogg School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2015 of 108% for a total of **\$23,602** in additional funds from the public school appropriation.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

I move to approve the request by **Meadows Valley School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2015 of 153% for a total of **\$26,816** in additional funds from the public school appropriation.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

I move to approve the request by **Moscow School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2015 of 119.6% for a total of **\$51,146** in additional funds from the public school appropriation.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

I move to approve the request by **Mountain View School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2015 of 129% for a total of **\$4,716** in additional funds from the public school appropriation.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

I move to approve the request by **Plummer-Worley School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2015 of 111.3% for a total of **\$3,541** in additional funds from the public school appropriation.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

I move to approve the request by **Salmon School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2015 of 115.5% for a total of **\$10,341** in additional funds from the public school appropriation.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_



# CONSENT AGENDA

## JUNE 18, 2015



### STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720  
BOISE, IDAHO 83720-0027

SHERRI YBARRA  
STATE SUPERINTENDENT  
PUBLIC INSTRUCTION

#### Division of Student Transportation

**103% Funding Cap Appeal Application for Fiscal Year:**

Use Tab Key To Enter Data

2014

District Name: Garden Valley

Number: 71

Date: January 6, 2015

The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria:  
(Please check all applicable boxes by using mouse key).

- Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).
- Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road
- Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of 30.00 % more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. Save document prior to submitting electronically. Submit to SDE by February 13, 2015.

**Loman and Southfork are hardship routes**

*Loman am Run meets the requirements for the funding cap appeal as checked above. This route averages 21 riders per 79 miles daily run which equals .27 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Loman am run travels 79 miles a day, of which 11 miles has a slope of 5% or greater which equals 14% of the route which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials.*

*Loman pm Run meets the requirements for the funding cap appeal as checked above. This route averages 8 riders per 77 miles daily run which equals .10 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Loman pm run travels 77 miles a day, of which 11 miles has a slope of 5% or greater which equals 14% of the route which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials.*

*Southfork PM Run meets the requirements for the funding cap appeal as checked above. This route averages 7 riders per 14 miles daily run which equals .50 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Southfork pm run travels 14 miles a day, of which 5 miles has a slope of 5% or greater which equals 35% of the route which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials.*

*We have 10 runs; therefore, these run represent 30% of our routes.*

*[Handwritten Signature]*

Superintendent Signature: \_\_\_\_\_ Date: *1-6-15*

Shaded Area Below is for State Department of Education Use Only

The State Board of Education approved  disapproved  the district's appeal and request at its regularly scheduled meeting on  at a Funding Cap Rate of  % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.

# CONSENT AGENDA JUNE 18, 2015



STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720  
BOISE, IDAHO 83720-0027

SHERRI YBARRA  
STATE SUPERINTENDENT  
PUBLIC INSTRUCTION

Division of Student Transportation

Use Tab Key To Enter Data

103% Funding Cap Appeal Application for Fiscal Year:

2014

District Name: Mountain View

Number: 244

Date: January 16, 2015

The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria:

(Please check all applicable boxes by using mouse key).

Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).

Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road

Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of 26.00 % more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. **Save document prior to submitting electronically. Submit to SDE by February 13, 2015.**

Mountain View school district has a total of 12 routes that meet the hardship criteria, have included 6. ( Kooskia routes)

Battle Ridge am run meets the requirements for the funding cap appeal for all three criteria's. Battle ridge am run averages 18 riders per 30 miles daily run which equals .60 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). It has 30 miles of road with 18 unpaved which equals .60, which is more than the majority on unpaved surface. It has 30 miles total with 5 miles at 5% slope, which equals 16% of the route which is greater than the state requirement of 10% of the miles.

Battle Ridge pm run meets the requirements for the funding cap appeal for all three criteria's. Battle ridge pm run averages 19 riders per 30 miles daily run which equals .63 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). It has 30 miles of road with 18 unpaved which equals .60, which is more than the majority on unpaved surface. It has 30 miles total with 5 miles at 5% slope, which equals 16% of the route which is greater than the state requirement of 10% of the miles.

Clearwater am run meets the requirements for the funding cap appeal for two of the criteria's. Clearwater am run averages 11 riders per 35 miles daily run which equals .31 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). It has 35 miles total with 6 miles at 5% slope, which equals 17% of the route which is greater than the state requirement of 10% of the miles.

Clearwater pm run meets the requirements for the funding cap appeal for two of the criteria's. Clearwater pm run averages 11 riders per 35 miles daily run which equals .31 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). It has 35 miles total with 6 miles at 5% slope, which equals 17% of the route which is greater than the state requirement of 10% of the miles.

Superintendent Signature: *[Signature]*

Date: *1-23-15*

Shaded Area Below is for State Department of Education Use Only

The State Board of Education approved  disapproved  the district's appeal and request at its regularly scheduled meeting on  at a Funding Cap Rate of  % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.

**CONSENT AGENDA  
JUNE 18, 2015**

Kidder Ridge am run meets the requirements for the funding cap appeal for two of the criteria's. Kidder Ridge am run averages 27 riders per 44 miles daily run which equals .61 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). It has 44 miles total with 14 miles at 5% slope, which equals 31% of the route which is greater than the state requirement of 10% of the miles.

Kidder Ridge pm run meets the requirements for the funding cap appeal for two of the criteria's. Kidder Ridge pm run averages 26 riders per 44 miles daily run which equals .59 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). It has 44 miles total with 14 miles at 5% slope, which equals 31% of the route which is greater than the state requirement of 10% of the miles.

Lukes Gulch am run meets the requirements for the funding cap appeal for two of the criteria's. Lukes Gulch am run averages 19 riders per 24 miles daily run which equals .81 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). It has 24 miles total with 4 miles at 5% slope, which equals 16% of the route which is greater than the state requirement of 10% of the miles.

Lukes Gulch pm run meets the requirements for the funding cap appeal for two of the criteria's. Lukes Gulch pm run averages 13 riders per 24 miles daily run which equals .55 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). It has 24 miles total with 4 miles at 5% slope, which equals 16% of the route which is greater than the state requirement of 10% of the miles.

Tahoe Ridge am run meets the requirements for the funding cap appeal for two of the criteria's. Tahoe Ridge am run averages 12 riders per 41 miles daily run which equals .29 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). It has 41 miles total with 10 miles at 5% slope, which equals 24% of the route which is greater than the state requirement of 10% of the miles.

Tahoe Ridge pm run meets the requirements for the funding cap appeal for two of the criteria's. Tahoe Ridge pm run averages 15 riders per 41 miles daily run which equals .36 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). It has 41 miles total with 10 miles at 5% slope, which equals 24% of the route which is greater than the state requirement of 10% of the miles.

Wahl Creek am run meets the requirements for the funding cap appeal for two of the criteria's. Wahl Creek am run averages 16 riders per 26 miles daily run which equals .61 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). It has 26 miles total with 10 miles at 5% slope, which equals 38% of the route which is greater than the state requirement of 10% of the miles.

Wahl Creek pm run meets the requirements for the funding cap appeal for two of the criteria's. Wahl Creek pm run averages 16 riders per 26 miles daily run which equals .61 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). It has 26 miles total with 10 miles at 5% slope, which equals 38% of the route which is greater than the state requirement of 10% of the miles.

We have 23 routes, and these represents 26% of our routes.

# CONSENT AGENDA JUNE 18, 2015



STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720  
BOISE, IDAHO 83720-0027

SHERRI YBARRA  
STATE SUPERINTENDENT  
PUBLIC INSTRUCTION

Division of Student Transportation

Use Tab Key To Enter Data

103% Funding Cap Appeal Application for Fiscal Year:

2014

District Name: Moscow

Number: 281

Date: January 6, 2015

The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria:

**(Please check all applicable boxes by using mouse key).**

Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).

Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road

Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of 16.60 % more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. **Save document prior to submitting electronically. Submit to SDE by February 13, 2015.**

**Moscow Verbiage for Cap waiver: 101, 102 and 110 are hardship runs: These conditions were verified by SDE officials.**

*Route 101 am run meets the requirements for the funding cap appeal as checked above. This run averages 18 riders per 45 miles daily run which equals .40 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 101 am run has 45 miles total with 14 miles at 5% slope or more, which equals 31% of the route which is greater than the state requirement of 10% of the miles.*

*Route 101 pm run meets the requirements for the funding cap appeal as checked above. This run averages 23 riders per 45 miles daily run which equals .51 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 101 pm run has 45 miles total with 14 miles at 5% slope or more, which equals 31% of the route which is greater than the state requirement of 10% of the miles.*

*Route 102 am run meets the requirements for the funding cap appeal as checked above. This run averages 30 riders per 37 miles daily run which equals .81 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 102 pm run has 37 miles total with 5.5 miles at 5% slope or more, which equals 14% of the route which is greater than the state requirement of 10% of the miles.*

*Route 110 am run meets the requirements for the funding cap appeal as checked above. This run has 29 miles of road with 15 unpaved which equals .51, which is more than the majority on unpaved surface. Route 110 pm run has 29 miles total with 7 miles at 5% slope or more, which equals 24% of the route which is greater than the state requirement of 10% of the miles.*

*Route 110 pm run meets the requirements for the funding cap appeal as checked above. This run has 30 miles of road with 16 unpaved which equals .51, which is more than the majority on unpaved surface. Route 110 pm run has 30 miles total with 7 miles at 5% slope or more, which equals 23% of the route which is greater than the state requirement of 10% of the miles.*

Superintendent Signature: \_\_\_\_\_

Date: 1/8/2015

Shaded Area Below is for State Department of Education Use Only

The State Board of Education approved  disapproved  the district's appeal and request at its regularly scheduled meeting on  at a Funding Cap Rate of  % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.

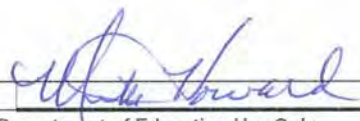
**CONSENT AGENDA  
JUNE 18, 2015**

*Route 2-2, meet the hardship criteria*

*Route 2-2 AM run meets the requirements for the funding cap appeal as checked above. This run averages 8 riders per 17 miles daily run which equals .47 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 2-2 AM run travels 17 miles of road, with 9 unpaved miles which equals .52%, which is more than the majority on unpaved surface.*

*Route 2-2 PM run meets the requirements for the funding cap appeal as checked above. This run averages 11 riders per 17 miles daily run which equals .65 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 2-2 PM run travels 17 miles of road, with 9 unpaved miles which equals .52%, which is more than the majority on unpaved surface.*

*We have 2 routes; therefore, these routes represent 50%.*

Superintendent Signature:  Date: *Jun 13, 2015*

Shaded Area Below is for State Department of Education Use Only

The State Board of Education approved	disapproved	the district's appeal and request at its regularly
scheduled meeting on	at a Funding Cap Rate of	% greater than the 103% percentage
rate limit, necessary to eliminate the funding cap penalty.		

**CONSENT AGENDA  
JUNE 18, 2015**



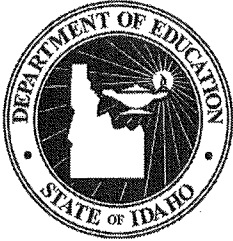
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P.O. BOX 83720  
BOISE, IDAHO 83720-0027

SHERRI YBARRA  
STATE SUPERINTENDENT  
PUBLIC INSTRUCTION

Division of Student Transportation				Use Tab Key To Enter Data
<b>103% Funding Cap Appeal Application for Fiscal Year:</b>				2014
District Name:	Meadows Valley	Number:	11	Date: January 6, 2015
<p>The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria: (Please check all applicable boxes by using mouse key).</p>				
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road		
	<input type="checkbox"/>	Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater		
The district is requesting a funding rate increase of		50.00	% more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.	
Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. Save document prior to submitting electronically. Submit to SDE by February 13, 2015.				

CONSENT AGENDA  
JUNE 18, 2015



STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720  
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TOM LUNA  
STATE SUPERINTENDENT  
PUBLIC INSTRUCTION

Division of Student Transportation

103% Funding Cap Appeal Application for Fiscal Year:

Use Tab Key To Enter Data

2014

District Name:

Kellogg Jt

Number:

391

Date:

January 5, 2015

The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria:

(Please check all applicable boxes by using mouse key).

Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).

Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road

Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of  % more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. Save document prior to submitting electronically. Submit to SDE by February 13, 2015.

CONSENT AGENDA  
JUNE 18, 2015

Route 20/AM route meets the requirements for the funding cap appeal as checked above. This run averages 14 riders per 17 miles daily run which equals .82 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 20/AM run travels 17 miles a day, of which 4 miles has a slope of 5% or greater which equals 23% of the run which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials.

Route 3/PM route meets the requirements for the funding cap appeal as checked above. This run averages 13 riders per 17 miles daily run which equals .76 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 3/PM run travels 17 miles a day, of which 4 miles has a slope of 5% or greater which equals 23% of the run which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials.

We have 20 runs; therefore, this run represent 5% .

Superintendent Signature:

*William Woodford*

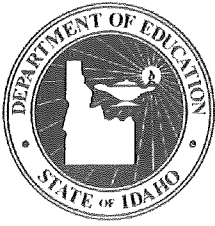
Date:

*12-30-2014*

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The State Board of Education approved  disapproved  the district's appeal and request at its regularly scheduled meeting on  at a Funding Cap Rate of  % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.





CONSENT AGENDA
STATE DEPARTMENT OF EDUCATION
JUNE 18, 2015

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TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

Division of Student Transportation

103% Funding Cap Appeal Application for Fiscal Year: 2014

District Name: Kamiah Jt. Number: 304 Date: December 31, 2014

The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria:

- X Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).
Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road
X Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of 33.00% more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. Save document prior to submitting electronically. Submit to SDE by February 13, 2015.

Glenwood Route /AM meets the requirements for the funding cap appeal as checked above. This run averages 22 riders per 39 miles daily run which equals .56 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Glenwood run travels 39 miles a day, of which 13.2 miles has a slope of 5% or greater which equals 33.8% of the run which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials.

Glenwood/PM route meets the requirements for the funding cap appeal as checked above. This run averages 19 riders per 39 miles daily run which equals .49 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Glenwood run travels 39 miles a day, of which 13.2 miles has a slope of 5% or greater which equals 33.8% of the run which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials.

Woodland Route /AM meets the requirements for the funding cap appeal as checked above. This run averages 20 riders per 30 miles daily run which equals .67 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Woodland run travels 30 miles a day, of which 9.8 miles has a slope of 5% or greater which equals 32.6% of the run which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials.

Woodland/PM route meets the requirements for the funding cap appeal as checked above. This run averages 20 riders per 30 miles daily run which equals .67 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Woodland run travels 30 miles a day, of which 9.8 miles has a slope of 5% or greater which equals 33.8% of the run which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials.

We have 12 runs; therefore, these runs represent 33%.

Superintendent Signature: [Signature] Date: 1/8/14

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The State Board of Education approved/disapproved the district's appeal and request at its regularly scheduled meeting on [ ] at a Funding Cap Rate of [ ]% greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.
CONSENT - SDE TAB 16 PAGE 13

# CONSENT AGENDA JUNE 18, 2015



## STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720  
BOISE, IDAHO 83720-0027

TOM LUNA  
STATE SUPERINTENDENT  
PUBLIC INSTRUCTION

### Division of Student Transportation

Use Tab Key To Enter Data

103% Funding Cap Appeal Application for Fiscal Year:

2014

District Name: Highland Jt.

Number: 305

Date: December 31, 2014

The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria:  
(Please check all applicable boxes by using mouse key).

- Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).
- Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road
- Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of 40.00 % more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. Save document prior to submitting electronically. Submit to SDE by February 13, 2015.

Route 3/AM meets the requirements for the funding cap appeal as checked above. This run averages 16 riders per 40 miles daily run which equals .40 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 3 run travels 40 miles a day, of which 5 miles has a slope of 5% or greater which equals 12.5% of the run which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials.

Route 3/PM meets the requirements for the funding cap appeal as checked above. This run averages 12 riders per 40 miles daily run which equals .30 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 3 run travels 40 miles a day, of which 5 miles has a slope of 5% or greater which equals 12.8% of the run which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials.

Route 5/ AM run meets the requirements for the funding cap appeal as checked above. This run averages 9 riders per 55 miles daily run which equals .16 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 5/AM run travels 55 miles of road, with 47 unpaved miles which equals .85%, which is more than the majority on unpaved surface.

Route 5/ PM run meets the requirements for the funding cap appeal as checked above. This run averages 12 riders per 55 miles daily run which equals .22 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 5/PM run travels 55 miles of road, with 47 unpaved miles which equals .85%, which is more than the majority on unpaved surface.

We have 5 runs; therefore, these runs represent 40% .

Superintendent Signature: *Bob Beumler*

Date: 1-8-15

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The State Board of Education approved  disapproved  the district's appeal and request at its regularly scheduled meeting on  at a Funding Cap Rate of  % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.

# CONSENT AGENDA JUNE 18, 2015



## STATE DEPARTMENT OF EDUCATION

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TOM LUNA  
STATE SUPERINTENDENT  
PUBLIC INSTRUCTION

### Division of Student Transportation

Use Tab Key To Enter Data

103% Funding Cap Appeal Application for Fiscal Year:

2014

District Name: Highland Jt.

Number: 305

Date: December 31, 2014

The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria:  
(Please check all applicable boxes by using mouse key).

- Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).
- Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road
- Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of 40.00 % more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. Save document prior to submitting electronically. Submit to SDE by February 13, 2015.

Route 3/AM meets the requirements for the funding cap appeal as checked above. This run averages 16 riders per 40 miles daily run which equals .40 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 3 run travels 40 miles a day, of which 5 miles has a slope of 5% or greater which equals 12.5% of the run which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials.

Route 3/PM meets the requirements for the funding cap appeal as checked above. This run averages 12 riders per 40 miles daily run which equals .30 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 3 run travels 40 miles a day, of which 5 miles has a slope of 5% or greater which equals 12.8% of the run which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials.

Route 5/ AM run meets the requirements for the funding cap appeal as checked above. This run averages 9 riders per 55 miles daily run which equals .16 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 5/AM run travels 55 miles of road, with 47 unpaved miles which equals .85%, which is more than the majority on unpaved surface.

Route 5/ PM run meets the requirements for the funding cap appeal as checked above. This run averages 12 riders per 55 miles daily run which equals .22 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 5/PM run travels 55 miles of road, with 47 unpaved miles which equals .85%, which is more than the majority on unpaved surface.

We have 5 runs; therefore, these runs represent 40% .

Superintendent Signature: *Bob Beaudry*

Date: 1-8-15

Shaded Area Below is for State Department of Education Use Only

The State Board of Education approved  disapproved  the district's appeal and request at its regularly scheduled meeting on  at a Funding Cap Rate of  % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.

CONSENT AGENDA  
JUNE 18, 2015



STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720  
BOISE, IDAHO 83720-0027

SHERRI YBARRA  
STATE SUPERINTENDENT  
PUBLIC INSTRUCTION

Division of Student Transportation

103% Funding Cap Appeal Application for Fiscal Year:

Use Tab Key To Enter Data

2014

District Name: Genesee Jt

Number: 282

Date: January 6, 2015

The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria:

(Please check all applicable boxes by using mouse key).

Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).

Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road

Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of 40.00 % more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. Save document prior to submitting electronically. Submit to SDE by February 13, 2015.

CONSENT AGENDA  
JUNE 18, 2015

**Route 1 and Route 3, meet the hardship criteria**

**Route 1 AM run meets the requirements for the funding cap appeal as checked above. This run averages 16 riders per 37 miles daily run which equals .43 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 1/AM run travels 37 miles of road, with 26 unpaved miles which equals .70%, which is more than the majority on unpaved surface.**

**Route 1 PM run meets the requirements for the funding cap appeal as checked above. This run averages 16 riders per 37 miles daily run which equals .43 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 1/PM run travels 37 miles of road, with 26 unpaved miles which equals .70%, which is more than the majority on unpaved surface.**

**Route 3 AM run meets the requirements for the funding cap appeal as checked above. This run averages 18 riders per 24 miles daily run which equals .75 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 3/AM run travels 24 miles of road, with 15 unpaved miles which equals .62.5%, which is more than the majority on unpaved surface.**

**Route 3 PM run meets the requirements for the funding cap appeal as checked above. This run averages 17 riders per 24 miles daily run which equals .71 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 3/PM run travels 24 miles of road, with 15 unpaved miles which equals .62.5%, which is more than the majority on unpaved surface.**

**We have 5 routes; therefore, these routes represent 40% .**

Superintendent Signature: \_\_\_\_\_

*Wendy J. Moore*

Date: \_\_\_\_\_

4/27/15

Shaded Area Below is for State Department of Education Use Only

The State Board of Education approved \_\_\_\_\_ disapproved \_\_\_\_\_ the district's appeal and request at its regularly scheduled meeting on \_\_\_\_\_ at a Funding Cap Rate of \_\_\_\_\_ % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.

**CONSENT AGENDA  
JUNE 18, 2015**

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**CONSENT AGENDA  
JUNE 18, 2015**

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**SUBJECT**

Requests for Approval to transport students less than one and one-half miles for the 2014-2015 school year.

**REFERENCE**

June 2013	Board approved the request for 100 school districts and 12 charter schools to transport students less than one and one-half miles for the 2012-2013 school year
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June 2014	Board approved the request for 99 school districts and 10 charter schools to transport students less than one and one-half miles for the 2013-2014 school year
-----------	--

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1006, Idaho Code

**BACKGROUND/DISCUSSION**

Section 33-1006, Idaho Code states that the “State Board of Education shall determine what costs of transporting pupils, including maintenance, operation and depreciation of basic vehicles, insurance, payments under contract with other public transportation providers whose vehicles used to transport pupils comply with federal transit administration regulations, “bus testing,” 49 C.F.R. part 665, and any revision thereto, as provided in subsection 4 of this section, or other State Department of Education-approved private transportation providers, salaries of drivers, and any other costs, shall be allowable in computing the transportation support program of school districts.”

“The transportation support program of a school district shall be based upon the allowable costs of Transporting pupils less than one and one-half (1½) miles as provided in section 33-1501, Idaho Code, when approved by the State Board of Education.”

Standards for Idaho School Buses and Operations states: “All school districts submitting applications for new safety busing reimbursement approval shall establish a board policy for evaluating and rating all safety busing requests. The State Department of Education staff shall develop and maintain a measuring instrument model, which shall include an element for validating contacts with responsible organizations or persons responsible for improving or minimizing hazardous conditions. Each applying district will be required to annually affirm that conditions of all prior approved safety busing requests are unchanged. The local board of trustees shall annually, by official action (33-1502, Idaho Code), approve all new safety busing locations. School districts that receive state reimbursement of costs associated with safety busing will re-evaluate all safety

**CONSENT AGENDA  
JUNE 18, 2015**

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busing sites at intervals of at least every three years using the local board-adopted measuring or scoring instrument. In order to qualify for reimbursement the local school board will, by official action, approve the initial safety-busing request and allow the students in question to be transported before the application is sent to the state.

Consideration for reimbursement is contingent on the application for "Request for Safety Busing Reimbursement" being received by the State Department of Education Transportation Section on or before March 31 of the school year in which the safety busing began. All requests must be submitted on the Safety Busing form found on the Pupil Transportation Web site. Reminders e-mailed to all Districts and Charter Schools prior to March 31. All requests being recommended for approval are compliant with section 33-1006, Idaho Code.

Attachment #1 contains a list of ninety five (95) school districts and twelve (12) charter schools that applied for safety busing using correct form affecting 26,022 students with recommendation for approval.

**ATTACHMENTS**

Attachment 1- List of safety busing requests  
recommended for approval

Page 3

**BOARD ACTION**

I move to approve the requests by ninety five (95) school districts and twelve (12) charter schools for approval to transport students less than one and one-half miles as listed in Attachment 1.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_



**CONSENT AGENDA  
JUNE 18, 2015**

**Request to Transport Students Less than One and One-half Miles with Recommendation for Approval**

The following is a list of previously approved and new safety busing requests from various school districts to transport students less than one and one-half miles to and from school. The requests were approved by the local school district boards, and the students in the respective districts are currently being transported. All applications have been reviewed by Department of Education Staff and, in our opinion, meet safety-busing criteria.

Boise Independent School District No. 1

This request involves 1,654 students attending grades K through 9.

West Ada School District No. 2

This request involves 2,199 students attending grades K through 12.

Kuna Jt. School District No. 3

This request involves 268 students attending grades K through 6.

Meadows Valley No.11

This request involves 2 students attending grades K through 12.

Council School District No. 13

This request involves 7 students attending grades K through 12.

Pocatello School District No. 25

This request involves 1,626 students attending grades K through 12.

Bear Lake Co. School District No. 33

This request involves 101 students attending grades K through 5.

St. Maries Jt. School District No. 41

This request involves 66 students attending grades K through 8.

Plummer/Worley Jt. School District No. 44

This request involves 32 students attending grades K through 12.

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Snake River School District No. 52

This request involves 221 students attending grades K through 12.

Blackfoot School District No. 55

This request involves 564 students attending grades K through 12.

Aberdeen School District No. 58

This request involves 85 students attending grades K through 12.

Firth School District No. 59

This request involves 40 students attending grades K through 12.

Shelley Jt. School District No. 60

This request involves 288 students attending grades K through 6.

Blaine Co. School District No. 61

This request involves 556 students attending grades K through 12.

Garden Valley School District No. 71

This request involves 23 students attending grades K through 12.

Basin School District No. 72

This request involves 18 students attending grades K through 12.

Horseshoe Bend School District No. 73

This request involves 37 students attending grades K through 12.

West Bonner Co. School District No. 83

This request involves 82 students attending grades K through 8.

Lake Pend Oreille School District No. 84

This request involves 180 students attending grades K through 6.

Idaho Falls School District No. 91

This request involves 1,065 students attending grades K through 12.

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Bonneville Jt. School District No. 93

This request involves 1,937 students attending grades K through 12.

Boundary County School District No. 101

This request involves 60 students attending grades K through 12.

Butte County Jt. School District No. 111

This request involves 62 students attending grades K through 12.

Nampa School District No. 131

This request involves 2,263 students attending grades K through 12.

Caldwell School District No. 132

This request involves 1,123 students attending grades K through 12.

Wilder School District No. 133

This request involves 122 students attending grades K through 12.

Middleton School District No. 134

This request involves 360 students attending grades K through 12.

Notus School District No. 135

This request involves 132 students attending grades K through 12.

Melba Jt. School District No. 136

This request involves 23 students attending grades K through 12.

Parma School District No. 137

This request involves 6 students attending grades K through 5.

Vallivue School District No. 139

This request involves 689 students attending grades K through 12.

Grace Jt. School District No. 148

This request involves 19 students attending grades K through 12.

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North Gem School District No. 149

This request involves 8 students attending grades K through 12.

Soda Springs Jt. School District No. 150

This request involves 171 students attending grades K through 12.

Cassia Co. Jt. School District No. 151

This request involves 476 students attending grades K through 12.

Orofino Jt. School District No. 171

This request involves 21 students attending grades K through 7.

Challis Jt. School District No. 181

This request involves 15 students attending grades K through 12.

Mackay Jt. School District No. 182

This request involves 37 students attending grades K through 12.

Glenns Ferry Jt. School District No. 192

This request involves 204 students attending grades K through 12.

Mountain Home School District No. 193

This request involves 264 students attending grades K through 12.

Preston Jt. School District No. 201

This request involves 261 students attending grades K through 8.

West Side Jt. School District No. 202

This request involves 25 students attending grades K through 12.

Fremont Co. Jt. School District No. 215

This request involves 255 students attending grades K through 12.

Emmett Independent School District No. 221

This request involves 73 students attending grades K through 9.

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Gooding Jt. School District No. 231

This request involves 305 students attending grades K through 12.

Wendell School District No. 232

This request involves 53 students attending grades K through 12.

Hagerman Jt. School District No. 233

This request involves 16 students attending grades K through 12.

Bliss Jt. School District No. 234

This request involves 40 students attending grades K through 12.

Cottonwood Jt. School District No. 242

This request involves 49 students attending grades K through 8.

Salmon River Jt. School District No. 243

This request involves 3 students attending grades K through 9.

Mountain View School District No. 244

This request involves 92 students attending grades K through 12.

Jefferson Co. Jt. School District No. 251

This request involves 504 students attending grades K through 12.

Ririe School District No. 252

This request involves 95 students attending grades K through 12.

West Jefferson School District No. 253

This request involves 112 students attending grades K through 12.

Jerome Jt. School District No. 261

This request involves 305 students attending grades K through 8.

Coeur d'Alene School District No. 271

This request involves 201 students attending grades K through 8.

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Lakeland School District No. 272

This request involves 193 students attending grades K through 12.

Post Falls School District No. 273

This request involves 708 students attending grades K through 12.

Kootenai School District No. 274

This request involves 8 students attending grades K through 12.

Moscow School District No. 281

This request involves 237 students attending grades K through 12.

Genesee School District No. 282

This request involves 41 students attending grades K through 12.

Potlatch School District No. 285

This request involves 31 students attending grades K through 12.

Troy School District No. 287

This request involves 46 students attending grades K through 9.

Salmon School District No. 291

This request involves 171 students attending grades K through 12.

Kamiah Jt. School District No. 304

This request involves 77 students attending grades K through 12.

Shoshone Jt. School District No. 312

This request involves 148 students attending grades K through 12.

Dietrich School District No. 314

This request involves 2 students attending K through 11.

Richfield School District No. 316

This request involves 17 students attending K through 12.

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Madison School District No. 321

This request involves 370 students attending grades K through 12.

Sugar-Salem Jt. School District No. 322

This request involves 136 students attending grades K through 12.

Minidoka Co. Jt. School District No. 331

This request involves 517 students attending grades K through 8.

Lapwai School District No. 341

This request involves 98 students attending grades K through 12.

Culdesac School District No. 342

This request involves 8 students attending grades K through 12.

Oneida Co. School District No. 351

This request involves 127 students attending grades K through 12.

Marsing Jt. School District No. 363

This request involves 56 students attending grades K through 7.

Homedale Jt. School District No. 370

This request involves 255 students attending grades K through 8.

Payette Jt. School District No. 371

This request involves 468 students attending grades K through 12.

New Plymouth School District No. 372

This request involves 67 students attending grades K through 10.

Fruitland School District No. 373

This request involves 158 students attending grades K through 12.

American Falls Jt. School District No. 381

This request involves 131 students attending grades K through 8.

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Rockland School District No. 382

This request involves 28 students attending grades K through 12.

Kellogg Jt. School District No. 391

This request involves 74 students attending grades K through 5.

Wallace School District No. 393

This request involves 138 students attending grades K through 12.

Teton Jt. School District No. 401

This request involves 98 students attending grades K through 5.

Twin Falls School District No. 411

This request involves 632 students attending grades K through 12.

Buhl Jt. School District No. 412

This request involves 161 students attending grades K through 12.

Filer School District No. 413

This request involves 70 students attending grades K through 12.

Kimberly School District No. 414

This request involves 216 students attending grades K through 12.

Hansen School District No. 415

This request involves 75 students attending grades K through 12.

Castleford Jt. School District No. 417

This request involves 16 students attending grades K through 12.

Murtaugh Jt. School District No. 418

This request involves 61 students attending grades K through 9.

McCall-Donnelly Jt. School District No. 421

This request involves 213 students attending grades K through 12.



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Cascade School District No. 422

This request involves 5 students attending grades K through 12.

Weiser School District No. 431

This request involves 290 students attending grades K through 12.

Victory Charter No. 451

This request involves 4 students attending grades K through 12.

Compass Public Charter No. 455

This request involves 11 students attending grades K through 12.

Falcon Ridge Charter No. 456

This request involves 15 students attending grades K through 8.

Liberty Charter No. 458

This request involves 10 students attending grades K through 8.

Vision Charter No. 463

This request involves 43 students attending grades K through 12.

North Valley Academy Charter No.465

This request involves 70 students attending grades K through 12.

Legacy Charter No.478

This request involves 11 students attending grades K through 8.

Heritage Academy Charter No.479

This request involves 17 students attending grades K through 8.

Heritage Community Charter No.481

This request involves 90 students attending grades K through 8.

Bingham Academy Charter No.485

This request involves 37 students attending grades K through 10.

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Thomas Jefferson Charter No.787

This request involves 8 students attending grades K through 12.

Idaho Arts Charter No. 788

This request involves 53 students attending grades K through 12.

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**IDAHO STATE UNIVERSITY**

**SUBJECT**

Board approval of Idaho State University operating agreement with Idaho State University Foundation

**REFERENCE**

October 2008	Board approved of Idaho State University operating agreement with ISU Foundation
April 2012	Board approved of Idaho State University operating agreement with ISU Foundation

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Board policy requires a foundation of an institution be brought before the Board to be formally recognized as a nonprofit corporation or affiliated foundation to benefit a public college or university in Idaho. Each foundation shall be brought into substantial conformance with these policies and upon recognition by the Board, the foundation is ratified, validated, and confirmed, and it shall be deemed to have been organized as if its organization had taken place under authority of this policy. The operating agreement must be approved by the Board prior to execution and must be re-submitted to the Board every three (3) years, or as otherwise requested by the Board, for review and re-approval. The operating agreement addresses the topics outlined in Policy V.E

Idaho State University (ISU) worked with the ISU Foundation to update the existing operating agreement, which was approved by the Board in April 2012. There were only minor changes to the agreement, which are highlighted in the documents and are summarized as follows:

- Made minor changes to the Loaned Employee agreement, including changing the title of the Fiscal Officer to Finance Director, updating his duties and responsibilities, clarifying that names, duties and compensation of loaned employees are updated as needed by the University and the Foundation, and updating the signature lines for the Foundation President.
- Modified the Services agreement to tie the termination clause to the most recently signed Operating Agreement and updated the signature lines for the Foundation President.
- Corrected the auditing standard applicable to the University should it conduct an audit of the Foundation

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**IMPACT**

Approval of the operating agreement brings the Foundation into compliance with Board policy V.E.

**ATTACHMENTS**

Attachment 1	Foundation Operating Agreement	Page 3
Exhibit A	Loaned Employee Agreement	Page 17
Exhibit B	Services Agreement	Page 24
Exhibit C	Investment Policy	Page 27

**STAFF COMMENTS AND RECOMMENDATIONS**

Revisions to the Operating Agreement, Exhibit A and Exhibit B were minor and immaterial.

The Audit Committee reviewed the operating agreement and recommends approval. References to Exhibits D-G in the operating agreement refer to the Articles of Incorporation, Bylaws, Conflict of Interest Policy, and Code of Ethics and Conduct. These exhibits did not change and have been omitted in order to reduce the size of the agenda.

Staff recommends approval.

**BOARD ACTION**

I move to approve the update to the Operating Agreement between the Idaho State University Foundation, Inc. and Idaho State University as presented.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_ No\_\_

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**ATTACHMENT 1**

**OPERATING AGREEMENT BETWEEN  
IDAHO STATE UNIVERSITY FOUNDATION, INC.  
AND  
IDAHO STATE UNIVERSITY**

THIS AGREEMENT, entered into as of this \_\_\_\_\_ day of , \_\_\_\_\_ 2015, is between Idaho State University, herein known as “University” and the Idaho State University Foundation, Inc., herein known as “Foundation”.

WHEREAS, the Foundation was organized and incorporated in 1967 for the purpose of stimulating voluntary private support from alumni, parents, friends, corporations, foundations, and others for the benefit of the University.

WHEREAS, the Foundation exists to raise and manage private resources supporting the mission and priorities of the University, and provide opportunities for students and a degree of institutional excellence unavailable with state funding levels.

WHEREAS, the Foundation is dedicated to assisting the University in the building of the endowment to address, through financial support, the long-term academic and other priorities of the University.

WHEREAS, as stated in its articles of incorporation, the Foundation is a separately incorporated 501(c)(3) organization and is responsible for identifying and nurturing relationships with potential donors and other friends of the University; soliciting cash, securities, real and intellectual property, and other private resources for the support of the University; and acknowledging and stewarding such gifts in accordance with donor intent and its fiduciary responsibilities.

WHEREAS, furthermore, in connection with its fund-raising and asset-management activities, the Foundation utilizes, in accordance with this Agreement, personnel experienced in planning for and managing private contributions and works with the University to assist and advise in such activities.

WHEREAS, the parties hereby acknowledge that they will at all times conform to and abide by, the Idaho State Board of Education’s Governing Policies and Procedures, Gifts and Affiliated Foundations policy § V.E., and that they will submit this Agreement for initial prior State Board of Education (“State Board”) approval, and thereafter every three (3) years, or as otherwise requested by the State Board, for review and re-approval.

NOW THEREFORE, in consideration of the mutual commitments herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

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**ARTICLE I  
Foundation's Purposes**

The Foundation is the primary affiliated foundation responsible for securing, managing, and distributing private support for the University. Accordingly, to the extent consistent with the Foundation's Articles of Incorporation and Bylaws, and the State Board's Policies and Procedures, the Foundation shall: (1) solicit, receive and accept gifts, devises, bequests and other direct or indirect contributions of money and other property made for the benefit of the University from the general public (including individuals, corporations, other entities and other sources); (2) manage and invest the money and property it receives for the benefit of the University; and (3) support and assist the University in fundraising and donor relations.

In carrying out its purposes the Foundation shall not engage in activities that conflict with (1) federal or state laws, rules, and regulations (including, but not limited to all applicable provisions of the Internal Revenue Code and corresponding Federal Treasury Regulations); (2) applicable polices of the State Board; or (3) the role and mission of the University.

**ARTICLE II  
Foundation's Organizational Documents**

The Foundation shall provide copies of its current Articles of Incorporation and Bylaws to the University and the State Board upon request. All amendments of such documents shall also be provided to the University and the State Board. Furthermore, the Foundation shall, to the extent practicable, provide the University with an advance copy of any proposed amendments to the Foundation's Articles of Incorporation and Bylaws.

**ARTICLE III  
University Resources and Services**

1. University Employees.
  - a. University/Foundation Liaison: The University's Vice President for University Advancement shall serve as the University's Liaison to the Foundation.
    - i. The University's Vice President for University Advancement shall be responsible for coordinating the University's and the Foundation's fundraising efforts and for supervising and coordinating the administrative support provided by the University to the Foundation.
    - ii. The Vice President for University Advancement or her/his designee shall attend each meeting of the Foundation's Board of Directors and shall report on behalf of the University to the Foundation's Board of Directors regarding the University's coordination with the Foundation's fundraising efforts.

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- b. Finance Director: The Finance Director of the Foundation is an employee of the University loaned to the Foundation. All of the Finance Director's services shall be provided directly to the Foundation as follows:
- i. The Finance Director shall be responsible for the supervision and control of the day-to-day operations of the Foundation. More specific duties of the Finance Director may be set forth in a written job description prepared by the Foundation and attached to the Loaned Employee Agreement described in iii below. The Finance Director shall be subject to the control and direction of the Foundation.
  - ii. The Finance Director shall be an employee of the University and entitled to University benefits to the same extent and on the same terms as other full-time University employees of the same classification as the Finance Director. The Foundation shall reimburse the University for all costs incurred by the University in connection with the University's employment of the Finance Director, including such expenses as salary, payroll taxes, and benefits.
  - iii. The Foundation and the University shall enter into a written agreement, in the form of Exhibit "A" hereto, establishing that the Finance Director is an employee of the University but subject to the direction and control of the Foundation (generally a "Loaned Employee Agreement"). The Loaned Employee Agreement shall also set forth the relative rights and responsibilities of the Foundation and the University with respect to the Finance Director, including the following:
    1. The Foundation shall have the right to choose to terminate the Loaned Employee Agreement in accordance with Foundation procedures and applicable law; such termination may include election by the Foundation for non-renewal of the Loaned Employee Agreement.
    2. Termination of the Loaned Employee Agreement in accordance with the Foundation procedures and applicable law shall also result in termination of any obligation of the University to employ the Loaned Employee, subject to applicable legal and procedural requirements of the State of Idaho and the University.
    3. Loaned Employee shall be subject to the supervision, direction and control of the Foundation Board of Directors and shall report directly to the Foundation president or her/his designee. Further, the Foundation shall have the primary role in hiring a Loaned Employee, subject to applicable State or University requirements.
- c. Other Loaned Employees. Other loaned employees providing services pursuant to this Agreement shall also serve pursuant to a Loaned Employee Agreement, Exhibit "A," which shall set forth their particular responsibilities and duties. [The effective dates of all loaned employee agreements, the names and duties of the loaned employees, and the compensation amount shall be revised and updated as](#)



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needed by the university and Foundation.

- d. **Limited Authority of University Employees.** Notwithstanding the foregoing provisions, no University employee who functions in a key administrative or policy making capacity for the University (including, but not limited to, any University Vice-President or equivalent position) shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of Foundation employees.
2. **Support Staff Services.** The University shall provide administrative, financial, accounting and development services to the Foundation, as set forth in the Services Agreement attached hereto as Exhibit "B" ("Services Agreement"). All University employees who provide support services to the Foundation shall remain University employees under the direction and control of the University, unless it is agreed that the direction and control of any such employee will be vested with the Foundation in a written Loaned Employee Agreement. The Foundation will pay directly to the University the portion of the overhead costs associated with the services provided to the Foundation pursuant to the Services Agreement. The portion of such costs shall be determined by the agreement of the Parties.
3. **University Facilities and Equipment.** The University shall provide the use of the University's office space, equipment and associated services to the Foundation's employees upon the terms agreed to by the University and the Foundation. The terms of use (including amount of rent) of the University's office space, equipment and associated services shall be as set forth in the Services Agreement, Exhibit "B" hereto.
4. **No Foundation Payments to University Employees.** Notwithstanding any provision of this Agreement to the contrary, the Foundation shall not make any payments directly to a University employee in connection with any resources or services provided to the Foundation pursuant to this Article of this Operating Agreement.

**ARTICLE IV**  
**Management and Operation of Foundation**

1. **Gift Solicitation.**
  - a. **Authority of Vice President for University Advancement.** All Foundation gift solicitations shall be subject to the direction and control of the Vice President for University Advancement.
  - b. **Form of Solicitation.** Any and all Foundation gift solicitations shall make clear to prospective donors that (1) the Foundation is a separate legal and tax entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the University; and (2) responsibility for the governance of the Foundation, including the investment of gifts and endowments, resides in the Foundation's Board of Directors.

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- c. Foundation is Primary Donee. Absent unique circumstances, prospective donors shall be requested to make gifts directly to the Foundation rather than to the University.
2. Acceptance of Gifts.
  - a. Approval Required Before Acceptance of Certain Gifts. Before accepting contributions or grants for restricted or designated purposes that may require administration or direct expenditure by the University, the Foundation shall obtain the prior written approval of the University, and where required by State Board policy, approval of the State Board. Similarly, the Foundation shall also obtain the prior written approval of the University of the acceptance of any gift or grant that would impose a binding financial or contractual obligation on the University.
  - b. Acceptance of Gifts of Real Property. The Foundation shall conduct adequate due diligence on all gifts of real property that it receives. All gifts of real property intended to be held and used by the University shall be approved by the State Board before acceptance by the University and the Foundation. In cases where the real property is intended to be used by the University in connection with carrying out its proper functions, the real property may be conveyed directly to the University, in which case the University and not the Foundation shall be responsible for the due diligence obligations for such property.
  - c. Processing of Accepted Gifts. All gifts received by the University or the Foundation shall be delivered (if cash) or reported (if any other type of property) to the Foundation's designated gift administration office (a unit of the Foundation) in accordance with the Services Agreement.
3. Fund Transfers. The Foundation agrees to transfer funds, both current gifts and income from endowments, to the University on a regular basis as agreed to by the Parties. The Foundation's Treasurer or other individual to whom such authority has been delegated by the Foundation's Board of Directors shall be responsible for transferring funds as authorized by the Foundation's Board of Directors.
  - a. Restricted and Unrestricted Gift Transfers. The Foundation may make restricted donations to the University. Such donated funds will only be expended by the University pursuant to the terms of such restrictions. The Foundation may also make unrestricted donations to the University. Such donated funds will be expended under the oversight of the University President in compliance with state law and University policies. All expenditures noted in this section must comply with the I.R.S. 501(c)(3) code and be consistent with the Foundation's sole mission to support the University.
4. Foundation Expenditures and Financial Transactions.
  - a. Signature Authority. The Foundation designates the Foundation Treasurer as the

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individual with signature authority for the Foundation in all financial transactions with the University. The Foundation may supplement or change this designation with written notice to the University; provided, however, in no event may the person with Foundation signature authority for financial transactions be a University employee nor a “Loaned Employee” as that term is used in this Agreement.

- b. Expenditures. All expenditures of the Foundation shall be (1) consistent with the charitable purposes of the Foundation, and (2) not violate restrictions imposed by the donor or the Foundation as to the use or purpose of the specific funds.
5. University Report on Distributed Funds. On a regular basis, which shall not be less than annually, the University shall report to the Foundation on the use of restricted and unrestricted funds transferred to the University. This report shall specify the restrictions on any restricted funds and the uses of such funds.
6. Transfer of University Assets to the Foundation. No University funds, assets, or liabilities may be transferred directly or indirectly to the Foundation without the prior approval of the State Board except when:
- a. A donor inadvertently directs a contribution to the University that is intended for the Foundation in which case such funds may be transferred to the Foundation so long as the documents associated with the gift indicate the Foundation was the intended recipient of the gift. In the absence of any such indication of donor intent, such funds shall be deposited in an institutional account, and State Board approval will be required prior to the University's transfer of such funds to the Foundation.
  - b. The University has gift funds that were originally transferred to the University from the Foundation and the University wishes to return a portion of those funds to the Foundation for reinvestment consistent with the original intent of the gift.
  - c. The institution has raised scholarship funds through an institution activity and the institution wishes to deposit the funds with the foundation for investment and distribution consistent with the scholarship nature of the funds.
  - d. Transfers of a de minimis amount not to exceed \$10,000 from the institution to the Foundation provided such funds are for investment by the Foundation for scholarship or other general university support *purposes*. This exception shall not apply to payments by the institution to the Foundation for obligations of the institution to the Foundation, operating expenses of the Foundation or other costs of the Foundation.
7. Separation of Funds. All Foundation assets (including bank and investment accounts) shall be held in separate, password protected accounts in the name of the Foundation using Foundation's Federal Employer Identification Number. The financial records of the Foundation shall be kept using a separate chart of accounts. For convenience purposes,

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some Foundation expenses may be paid through the University such as payroll and campus charges. These expenses will be paid through accounts clearly titled as belonging to the Foundation and shall be reimbursed by the Foundation on a regular basis. Further, the Foundation shall make data available to external auditors as necessary to complete audit responsibilities.

8. Insurance. To the extent that the Foundation is not covered by the State of Idaho Retained Risk program, the Foundation shall maintain insurance to cover the operations and activities of its directors, officers, and employees. The Foundation shall also maintain general liability coverage.
9. Investment Policies. All funds held by the Foundation, except those intended for short term expenditures, shall be invested in accordance with the Uniform Prudent Management of Institutional Funds Act, Idaho Code Sections 33-5001 to 33-5010, and the Foundation's investment policy which is attached hereto as Exhibit "C"; provided, however, the Foundation shall not invest any funds in a manner that would violate the applicable terms of any restricted gifts. The Foundation shall provide to the University any updates to such investment policy which updates shall also be attached hereto as Exhibit "C".
10. Organization Structure of the Foundation. The organizational structure of the Foundation is set forth in the Foundation's Articles of Incorporation which are attached hereto as Exhibit "D" and the Foundation's Amended and Restated Bylaws which are attached as Exhibit "E." The Foundation agrees to provide copies of such Articles and Bylaws as well as any subsequent amendments to such documents to both the University and the State Board.
11. Conflicts of Interest and Ethical Conduct. The Foundation has adopted a written policy addressing the manner the Foundation will address conflict of interest situations. The Foundation's Conflict of Interest Policy is set forth as Exhibit "F", and the Foundations Code of Ethical Conduct is set forth as Exhibit "G".

**ARTICLE V  
Foundation Relationships with the University**

1. Access to Records. The Foundation shall establish and enforce policies to protect donor confidentiality and rights. The donor database, as well as other data, materials and information of the Foundation pertaining to past, current or prospective donors, are proprietary to the Foundation and constitute its confidential information and trade secrets. The University shall not access such information except in compliance with the Foundation's donor confidentiality policies. The Foundation and University shall take the steps necessary to monitor and control access to the donor database and to protect the security of the server and software relevant to the database.

The Foundation will provide access to data and records to the University on a need-to-know basis in accordance with applicable laws, Foundation policies, and guidelines. The University shall, at any time, have access to the financial records of the Foundation. The scope of this right of the University shall be construed as broadly as needed to conduct a complete audit of the Foundation as such an audit would be

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conducted under generally accepted ~~accounting procedures~~ auditing standards if the University should so require. Provided, however, that the University need not conduct an audit to be provided such access, but shall be provided such access at any time.

The University's access shall not include donor specific data such that would provide individually identifiable information about donors or their donations made to the Foundation.

2. Record Management.

- a. The Parties recognize that the records of the Foundation relating to actual or potential donors contain confidential information. Such records shall be kept by the Foundation in such a manner as to protect donor confidentiality to the fullest extent allowed by law. Notwithstanding the access to records permitted above, access to such confidential information by the University shall be limited to the University's President and any designee of the University's President.
- b. The Foundation shall be responsible for maintaining all permanent records of the Foundation including but not limited to the Foundation's Articles, Bylaws and other governing documents, all necessary documents for compliance with IRS regulations, all gift instruments, and all other Foundation records as required by applicable laws.
- c. Except to the extent that records are confidential (including confidential donor information), the Foundation agrees to be open to public inquiries for information that would normally be open in the conduct of University affairs and to provide such information in a manner consistent with the Idaho Public Records Law, set forth in Idaho Code Sections 9-337 – 9-350, except where otherwise required by state and federal law.

3. Name and Marks. Each Party hereby is granted a general, non-exclusive, royalty- free license to use the corporate name of the other, specifically: "Idaho State University" and "The Idaho State University Foundation" in all activities conducted in association with or for the benefit of the other. Use of the other Party's name must be in manner that clearly identifies the Parties as separate entities, and neither Party may use the other Party's name to imply approval or action of the other Party. Neither Party may delegate, assign, or sublicense the rights granted hereunder without express written consent from the other Party. This license does not extend to any identifying marks of either Party other than the specified corporate name. Use of other marks must receive prior written approval.

4. Identification of Source. The Foundation shall be clearly identified as the source of any correspondence, activities, and advertisements emanating from the Foundation.
5. Establishing the Foundation's Annual Budget. The Foundation shall provide the University with the Foundation's proposed annual operating budget and capital expenditure plan (if any) prior to the date the Foundation's Board of Directors meeting at which the Foundation's Board of Directors will vote to accept such operating

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budget. Any of the University's funding requests to the Foundation shall be communicated in writing to the Foundation's Treasurer and Assistant Treasurer. If the request is for reimbursement, the University shall provide appropriate documentation to the Foundation to ensure that the funds to be reimbursed were used in compliance with donor intent.

6. Attendance of University's President at Foundation's Board of Director Meetings. The University's President shall be invited to attend all meetings of the Foundation's Board of Directors and may act in an advisory capacity in such meetings.
7. Supplemental Compensation of University Employees. No supplemental compensation of University employees may be made by the Foundation. Provided the Foundation may reimburse the University for those benefits that are necessary for its normal course of operations, including, but not limited to, travel and continuing professional education. This is not intended to proscribe reimbursement by the Foundation of the University's expenses associated with "Loaned Employees" as set forth elsewhere in this Agreement, nor the payment of funds by the Foundation to the University in support of endowed chairs or similar faculty positions.

**ARTICLE VI  
Audits and Reporting Requirements**

1. Fiscal Year. The Foundation and the University shall have the same fiscal year.
2. Annual Audit. On an annual basis, the Foundation shall have an audit conducted by a qualified, independent certified public accountant who is not a director or officer of the Foundation. The annual audit will be provided on a timely basis to the University's President and the Board, in accordance with the Board's schedule for receipt of said annual audit. The Foundation's Annual Statements may be presented in accordance with standards promulgated by the Financial Accounting Standards Board (FASB). The Foundation is a component unit of the University as defined by the Government Accounting Board Standards Board (GASB). Accordingly, the University, which follows a GASB format, is required to include the Foundation in its Financial Statements. Therefore, if the Foundation presents its audited Financial Statement under FASB, schedules reconciling the FASB Statements to GASB standards must be provided to the State of Idaho in the detail required by GASB standards. The annual audited Financial Statements and Schedules shall be submitted to the University's Office of Finance and Administration in sufficient time to incorporate the same into the State of Idaho's Comprehensive Annual Financial Review statements.
3. Separate Audit Rights. The University agrees that the Foundation, at its own expense, may at any time during normal business hours conduct or request additional audits or reviews of the University's books and records pertinent to the expenditure of donated funds. The Foundation agrees that the University and the State Board, at its own expense, may, at reasonable times, inspect and audit the Foundation's books and accounting records.

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4. Annual Reports to University President. On a regular basis, which shall not be less than annually, the Foundation shall provide a written report to the University President and the State Board setting forth the following items:
  - a. the annual financial audit report;
  - b. an annual report of Foundation transfers made to the University;
  - a. an annual report of unrestricted funds received by the Foundation;
  - b. an annual report of unrestricted funds available for use during the current fiscal year;
  - c. a list of all of the Foundation's officers, directors, and employees;
  - d. a list of University employees for whom the Foundation made payments to the University for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of that payment;
  - e. a list of all state and federal contracts and grants managed by the Foundation;
  - f. an annual report of the Foundation's major activities;
  - g. an annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding Foundation fiscal year for the benefit of the University; and
  - h. an annual report of (1) any actual litigation involving the Foundation during its fiscal year; (2) identification of legal counsel used by the Foundation for any purpose during such year; and (3) identification of any potential or threatened litigation involving the Foundation.

**ARTICLE VII**  
**Conflict of Interest and Code of Ethics and Conduct**

1. Conflicts of Interest and Code of Ethics and Conduct Policy Statement. The Foundation has adopted a written policy addressing the manner the Foundation will address conflict of interest situations. The Foundation's Conflict of Interest Policy is set as Exhibit "F," and its Code of Ethics and Conduct is set forth as Exhibit "G."
2. Dual Representation. Under no circumstances may a University employee represent both the University and the Foundation in any negotiation, sign for both entities in transactions, or direct any other institution employee under their immediate supervision to sign for the related party in a transaction between the University and the Foundation. This shall not prohibit University employees from drafting transactional documents that are subsequently provided to the Foundation for its

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independent review, approval, and use.

3. Contractual Obligation of University. The Foundation shall not enter into any contract that would impose a financial or contractual obligation on the University without first obtaining the prior written approval of the University and, if applicable under law or policy, the State Board of Education. University approval of any such contract shall comply with policies of the State Board of Education with respect to approval of University contracts.
4. Acquisition or Development of Real Estate. The Foundation shall not acquire or develop real estate or otherwise build facilities for the University's use without first obtaining approval of the State Board. In the event of a proposed purchase of real estate for such purposes by the Foundation, the University shall notify the State Board and where appropriate, the Idaho Legislature, at the earliest possible date, of such proposed purchase for such purposes. Furthermore, any such proposed purchase of real estate for the University's use shall be a coordinated effort of the University and the Foundation. Any notification to the State Board required pursuant to this paragraph may be made through the State Board's chief executive officer in executive session pursuant to Idaho Code Section 67-2345(1)(c).

**ARTICLE VIII General Terms**

1. Effective Date. This Agreement shall be effective on the date set forth above.
2. Right to Terminate. This Operating Agreement shall terminate upon the mutual written agreement of both parties. In addition, either party may, upon 90 days prior written notice to the other, terminate this Operating Agreement, and either party may terminate this Operating Agreement in the event the other party defaults in the performance of its obligations and fails to cure the default within 30 days after receiving written notice from the non-defaulting party specifying the nature of the default. Should the University choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the Foundation that is not cured within the time frame set forth above, the Foundation may require the University to pay, within 180 days of written notice, all debt incurred by the Foundation on the University's behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. Should the Foundation choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the University that is not cured within the time frame set forth above, the University may require the Foundation to pay any debt it holds on behalf of the Foundation in like manner. The parties agree that in the event this Operating Agreement shall terminate, they shall cooperate with one another in good faith to negotiate a new agreement within six (6) months. In the event the parties are unable to negotiate a new agreement within the time period specified herein, they will refer the matter to the State Board for resolution. Termination of this Operating Agreement shall not constitute or cause dissolution of the Foundation.
3. Board Approval of Operating Agreement. Prior to the Parties' execution of this



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Operating Agreement, an unexecuted copy of this Operating Agreement must be approved by the State Board. Furthermore, this Operating Agreement, including any subsequent modifications and restatements of this Operating Agreement, shall be submitted to the State Board for review and approval no less frequently than once every three (3) years or more frequently if otherwise requested by the State Board.

4. Modification. Any modification to the Agreement or Exhibits hereto shall be in writing and signed by both Parties.
5. Providing Documents to and Obtaining Approval from the University. Unless otherwise indicated herein, any time documents are to be provided to the University or any time the University's approval of any action is required, such documents shall be provided to, or such approval shall be obtained from, the University's President or an individual to whom such authority has been properly delegated by the University's President.
6. Providing Documents to and Obtaining Approval from the Foundation. Unless otherwise indicated herein, any time documents are to be provided to the Foundation or any time the Foundation's approval of any action is required, such document shall be provided to, or such approval shall be obtained from, the Foundation's Board of Directors or an individual to whom such authority has been properly delegated by the Foundation's Board of Directors.
7. Notices. Any notices required under this agreement may be mailed or delivered as follows:

To the University:

President  
Idaho State University  
921 South 8<sup>th</sup> Ave. Stop 8310  
Pocatello, ID 83209-8410

To the Foundation:

Vice President for Advancement Idaho State University 921 South 8th Ave. Stop 8024 Pocatello, ID 83209-8024	Finance Director Idaho State University Foundation 921 South 8th Ave. Stop 8050 Pocatello, ID 83209-8050
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8. No Joint Venture. At all times and for all purposes of this Agreement, the University and the Foundation shall act in an independent capacity and not as an agent or representative of the other party.
9. Liability. The University and Foundation are independent entities and neither shall be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, members, or employees.

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10. Indemnification. The University and the Foundation each agree to indemnify, defend and hold the other party, their officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the party, its employees, contractors, or agents in performing its obligations under this Operating Agreement. This indemnification shall include, but not be limited to, any and all claims arising from an employee of one party who is working for the benefit of the other party. Nothing in this Operating Agreement shall be construed to extend the University's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code §6-901 et seq.
11. Dispute Resolution. The parties agree that in the event of any dispute arising from this Agreement, they shall first attempt to resolve the dispute by working together with the appropriate staff members of each of the parties. If the staff cannot resolve the dispute, the dispute will be referred to the Chair of the Foundation and the University President. If the Foundation and University President cannot resolve the dispute, then the dispute will be referred to the Foundation Chair and the State Board of Education for resolution. If they are unable to resolve the dispute, the parties shall submit the dispute to mediation by an impartial third party or professional mediator mutually acceptable to the parties. If and only if all the above mandatory steps are followed in sequence and the dispute remains unsolved, then, in such case, either party shall have the right to initiate litigation arising from this Agreement. In the event of litigation, the prevailing party shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs, attorney fees, and other professional expenses.
12. Dissolution of Foundation. Consistent with provisions appearing in the Foundation's Bylaws and/or Articles of Incorporation, should the Foundation cease to exist or cease to qualify as an Internal Revenue Code §501(c)(3) organization, the Foundation will transfer its assets and property to the University, to a reincorporated successor Foundation organized to benefit the University, or to the State of Idaho for public purposes, in accordance with Idaho law.
13. Assignment. This Agreement is not assignable by either party, in whole or in part.
14. Governing Law. This Agreement shall be governed by the laws of the State of Idaho
15. Severability. If any provision of this Agreement is held invalid or unenforceable to any extent, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.
16. Entire Agreement. This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

IN WITNESS WHEREOF, the University and the Foundation have executed this agreement

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on the above specified date.

Idaho State University

By: \_\_\_\_\_

Its: President

Idaho State University Foundation, Inc.

By: \_\_\_\_\_

Its: President

**CONSENT AGENDA  
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**EXHIBIT "A"**

**Loaned Employee Agreement**

**CONSENT AGENDA  
JUNE 18, 2015**

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**CONSENT AGENDA  
JUNE 18, 2015**

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**EXHIBIT "A"**

**AGREEMENT FOR LOANED EMPLOYEE  
IDAHO STATE UNIVERSITY/IDAHO STATE UNIVERSITY FOUNDATION**

THIS AGREEMENT is entered into by and between IDAHO STATE UNIVERSITY, a state educational institution, and a body politic and corporate organized and existing under the laws of the state of Idaho ("University"), and IDAHO STATE UNIVERSITY FOUNDATION, a private nonprofit corporation ("ISUF") effective for the period **Insert Beginning And Ending Dates**.

**BACKGROUND**

- A. The ISUF, incorporated as a 501(c)(3) organization in 1967, raises and manages private funds for the benefit of the University, and
- B. University has agreed to loan its employee, **Insert Name** ("Loaned Employee"), to ISUF to act in the capacity of ~~Fiscal Officer~~ Finance Director for ISUF.

**AGREEMENT**

The parties agree as follows:

- 1. Relationship between Loaned Employee and University.
  - a. Loaned Employee may be an exempt, fiscal year employee of the University subject to all applicable policies and procedures of the Board and the University, or a classified employee subject to the applicable State of Idaho, State Board, and/or University rules and procedures.
  - b. Loaned Employee will be paid at a fiscal year salary rate of **Insert Amount**, payable on the regular bi-weekly paydays of the University. Loaned Employee will be entitled to University benefits to the same extent and on the same terms as other full-time University employees of her/his classification.
  - c. University shall be responsible for the payment of all salary and benefits to Loaned Employee. University shall be responsible for all payroll-related taxes, benefits costs, and other related payroll costs arising out of the Loaned Employee's employment with University.
- 2. Relationship between ISUF and Loaned Employee.
  - a. Loaned Employee will work full time and shall be under the exclusive supervision, direction, and control of the ISUF Board of Directors during the performance of her/his duties under this Agreement. Such duties shall include, but shall not be limited to,

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supervision of the back office operational processing of gifts and reporting to various stakeholders; responsibility for the management and operations of the donor system- (~~Viking~~); support of development staff and other personnel associated with the utilization of the donor system; relations with the University relative to IT support and security; oversight and management of ISUF operational policies; and, direct supervision of the ~~Finance Manager, management assistant, program information-coordinator, office specialist II, technical records specialist, and student intern,~~ and others ~~staff who may be assigned from time to time~~. Loaned Employees will report directly to ISUF President or her/his designee, who shall determine her/his duties. Loaned Employee will be considered a loaned employee under the workers' compensation law of the State of Idaho.

- b. ISUF is solely responsible for payment of income, social security, and other employment taxes, if any, due to the proper taxing authorities arising from its payment of reimbursements to Loaned Employee. ISUF agrees to indemnify, defend, and hold the University harmless from any and all liabilities, losses, claims, or judgments relating to the payment of these taxes.
  - c. No later than ninety (90) days prior to the end of the term of this Agreement, and each subsequent term, if any, ISUF will evaluate the performance of Loaned Employee. In the case where the Loaned Employee is a classified employee, such evaluation shall occur in accordance with rules and procedures applicable to such employees. ISUF will provide a copy of the evaluation document to the University no later than fourteen (14) days after the evaluation is completed.
  - c. ISUF may terminate or non-renew Loaned Employee's employment contract, or discipline Loaned Employee in accordance with ISUF's procedures and applicable law, any such termination or non-renewal shall constitute grounds for termination, non-renewal or discipline of Loaned Employee by the University. Provided however, particularly when the Loaned Employee is a classified employee, any contemplated termination shall be subject to applicable legal and procedural requirements of the State of Idaho and the University.
3. Relationship between ISUF and University.
- a. ISUF will reimburse University for one hundred percent (100%) of the University's total cost of Loaned Employee's salary and benefits including payroll-related taxes, benefits, and other related payroll costs and the costs associated with travel approved by ISUF. Such costs will be billed quarterly and paid to the University.
  - b. University shall maintain accurate books and account records reflecting the actual cost of all items of direct cost for which payment is sought under this Agreement. At all reasonable times, ISUF shall have the right to inspect and copy said books and records, which the University agrees to retain for a minimum period of one year following the completion of this Agreement.
  - c. The furnishing of Loaned Employee shall not be considered a professional service of

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the University. At no time during the performance of this Agreement shall the Loaned Employee receive or act under instructions from the University regarding the work performed on behalf of ISUF.

- d. University shall have no liability to ISUF for loss or damage growing out of or resulting from the activities of the Loaned Employee. ISUF therefore agrees to release, defend, indemnify and hold harmless the state of Idaho, University, its governing board, officers, employees, and agents, and the Loaned Employee from and against any and all claims, demands, losses, damages, costs, expenses, and liabilities, including but not limited to injuries (including death) to persons and for damages to property (including damage to property of ISUF or others) arising out of or in connection with the activities of the Loaned Employee under this Agreement. The limitation on liability and any agreement to defend, indemnify, or hold harmless expressed in the Agreement shall apply even in the event of the fault or negligence of the Loaned Employee.

4. General Terms

- a. Term, Termination. This Agreement will terminate on the same day as Loaned Employee's contract as an exempt employee of the University terminates, or in the case of classified employees, after applicable rules and procedures have been followed, or upon Employee's resignation or other separation from employment, whichever is earlier. By mutual written consent, in conjunction with any renewal of the Loaned Employee's contract as an exempt employee of the University, the parties may extend the term of this Agreement for a term equal to the term of the exempt Loaned Employee's renewed contract with the University, or in the case of a classified employee, continued into the next ensuing fiscal year, such that the term of this Agreement shall always be equal to the term of Loaned Employee's status as an exempt or classified employee of the University. The Loaned Employee remains subject to all applicable Board and University policies, including but not limited to policies regarding nonrenewal of fixed term appointments and termination or discipline for adequate cause, and where applicable, rules and procedures pertaining to classified employees.
- b. Governing Law. This Agreement will be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho. The venue for any legal action under this Agreement shall be in Bannock County.
- c. Notice. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

To ISUF:

Idaho State University Foundation

Phone: (208) 282-3470



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President  
921 South 8th Ave. Stop 8050  
Pocatello, ID 83209-8050

Fax: (208) 282-4994

To the University:

Idaho State University  
Vice President for Advancement  
821 South 8<sup>th</sup> Ave, Stop 8024  
Pocatello, ID 83209-8024

Phone: (208) 282-3198  
Fax: (208) 282-4487

To the Loaned Employee:

EMPLOYEE NAME  
Last address on file with University's Human Resources

Notice shall be deemed given on its date of mailing, faxing, or upon written acknowledgment of its receipt by personal delivery, whichever shall be earlier.

- d. Waiver. Waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.
  
- e. Attorney's Fees. In the event an action is brought to enforce any of the terms, covenants or conditions of this Agreement, or in the event this Agreement is placed with an attorney for collection or enforcement, the successful party to such an action or collection shall be entitled to recover from the losing party a reasonable attorney's fee, together with such other costs as may be authorized by law.

IDAHO STATE UNIVERSITY

IDAHO STATE UNIVERSITY  
FOUNDATION

\_\_\_\_\_  
James A. Fletcher, Vice President  
Finance and Administration

\_\_\_\_\_  
~~William M. Eames~~ Dr. H. Gene Hoge, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Kent Tingey, Vice President  
University Advancement

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Date: \_\_\_\_\_

LOANED EMPLOYEE concurrence and commitment:

\_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "B"**

**Service Agreement**

**EXHIBIT “B”**

**SERVICES AGREEMENT  
IDAHO STATE UNIVERSITY– IDAHO STATE UNIVERSITY FOUNDATION**

THIS SERVICES AGREEMENT is entered into by and between Idaho State University, a state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho (“University”), and IDAHO STATE UNIVERSITY FOUNDATION, a private nonprofit corporation (“ISUF”).

A. The University agrees to provide to the ISUF the following administrative, financial, accounting, and investment support services.

1. Administrative support for reconciliation between appropriate ISUF and ISU accounts such as scholarship and spendable accounts and appropriate revenue reports between ISUF and ISU, assist with transfer of gift funds to ISU, assist with monitoring gift fund use to ensure compliance with wishes of donor, ISUF policies and applicable laws.
2. Administrative support for ISUF gift acceptance committee including analysis for evaluation of proposed gifts of real estate and analysis of gifts with unusual restrictions and/or financial/legal consequences, assist with transfers of gifted marketable securities and approved real estate to ISUF, assist with receipt of distributions from estates and trusts to ISUF.

B. All University employees who provide support services to the ISUF shall remain University employees under the direction and control of the University.

C. The University will supply the facilities, equipment, software and operating supplies necessary for the University employees supplying the above support services to the ISUF, the nature and location of which shall be in the University’s discretion. In addition, the University shall furnish office space and office equipment for use by the “loaned employees,” the nature and location of which shall be subject to agreement of the parties.

D. The ISUF will pay directly to the University a reasonable consideration for the services, facilities, equipment, software and operating supplies provided to the ISUF pursuant to the Service Agreement based upon agreed upon budgets for the services and operations described herein. In conjunction with the University’s annual budget process, the University will prepare and present to the ISUF for consideration and acceptance an operating budget for the services and operations to be provided under this Agreement upon which the consideration shall be based.

This Services Agreement shall be effective as of the date of the last signature thereto and shall continue in annual terms matched to the University’s fiscal year until terminated by either party. This Services Agreement may be terminated by either party upon written notice of termination, such termination to be effective 30 days after notice thereof. This Services Agreement shall also terminate at the same time as any termination of the [most recently signed](#) Operating Agreement between the

University and the ISUF ~~dated February 5, 2009~~. In the event of termination, all obligations of the parties hereto shall cease as of the date of termination except for obligations for payment or reimbursement which accrued prior to the date of termination.

IDAHO STATE UNIVERSITY

IDAHO STATE UNIVERSITY FOUNDATION

\_\_\_\_\_  
James A. Fletcher, Vice President  
Finance and Administration

\_\_\_\_\_  
~~William M. Eames~~ Dr. H. Gene Hoge, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "C"**

**Investment Policy**

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**EXHIBIT “C”**

**Idaho State University Foundation**

**Policy V. D. Investments**

INVESTMENT POLICIES OF THE IDAHO STATE UNIVERSITY FOUNDATION

**Preamble**

It is the policy of the Board to treat all assets of the Idaho State University Foundation, including funds that are legally unrestricted, as if held by the Idaho State University Foundation in a fiduciary capacity for the sake of accomplishing its mission and purposes. The following investment objectives and directions are to be judged and understood in light of that overall sense of stewardship. In that regard, the basic investment standards shall be those of a prudent investor as articulated in applicable state laws.

**Investment Assets**

For purposes of these policies, investment assets are those assets of the Idaho State University Foundation that are available for investment in the public securities markets as stocks, bonds, cash, or cash equivalents, either directly or through intermediate structures. Illiquid assets are described in the Idaho State University Foundation’s gift acceptance policies, and are governed by those rules and not by these investment policies.

**Supervision and Delegation**

The Board of the Idaho State University Foundation has adopted these policies and has formed an Investment Committee, described below, to whom it has delegated authority to supervise the Idaho State University Foundation investments. The committee and its counselors will act in accord with this investment policy (hereinafter “policy”), and all applicable laws and state and federal regulations that apply to nonprofit agencies including, but not limited to, the Uniform Prudent Investors Act and the Uniform Management of Institutional Funds Act. The Board reserves to itself the exclusive right to amend or revise these policies.

**Investment Committee**

It shall be the responsibility of the Investment Committee to:

1. Supervise the overall implementation of the Idaho State University Foundation’s investment policies by the Idaho State University Foundation’s executive staff and outside advisors;
2. Monitor and evaluate the investment performance of the Idaho State University Foundation’s funds;
3. Report at each regularly scheduled meeting of the Board on Foundation investment matters including financial performance;
4. Develop and annually update an investment policy, asset allocation strategies, risk-based fund objectives, and appropriate investment management structures and provide the same to the Board;
5. Execute such other duties as may be delegated by the Board.

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Whenever these policies assign specific tasks to the committee, the policies assume that the actual work will (or may) be performed by the Idaho State University Foundation's Finance Director or other designated staff members, subject only to the committee's overall supervision.

**Investment Consultant, Advisors, and Agents**

The committee is specifically authorized to retain one or more investment advisors (advisors) as well as any administrators, custodians, or other investment service providers required for the proper management of the Idaho State University Foundation's funds. The committee may utilize an advisor as an investment consultant (consultant) to advise and assist the committee in the discharge of its duties and responsibilities. In that regard, a consultant may help the committee to:

1. Develop and maintain investment policy, asset allocation strategies, risk-based fund objectives, and appropriate investment management structures;
2. Select, monitor, and evaluate investment advisors and/or investment entities;
3. Provide and/or review quarterly performance measurement reports and assist the committee in interpreting the results;
4. Review portfolios and recommend actions, as needed, to maintain proper asset allocations and investment strategies for the objectives of each fund; and,
5. Execute such other duties as may be mutually agreed.

In discharging this authority, the committee can act in the place and stead of the board and may receive reports from, pay compensation to, enter into agreements with, and delegate discretionary investment authority to such advisors. When delegating discretionary investment authority to one or more advisors, the committee will establish and follow appropriate procedures for selecting such advisors and for conveying to each the scope of their authority, the organization's expectations, and the requirement of full compliance with these policies.

**Objectives**

The Idaho State University Foundation's primary investment objective is to preserve and protect its assets by earning a total return for each category of assets (a "fund"), which is appropriate for each fund's time horizon, distribution requirements, and risk tolerance.

**Tax-Based Restrictions**

The Idaho State University Foundation is a charitable organization under § 501(c)(3) of the Internal Revenue Code. Consequently, its income is generally exempt from federal and state income tax with the exception of income that constitutes unrelated business taxable income (UBTI). The committee is to determine if a particular strategy or investment will generate UBTI, for which it may rely on advice of counsel. Since UBTI can be generated by leveraged investments (resulting in "debt-financed income"), the Idaho State University Foundation will not utilize margin, short selling, or other leveraged investment strategies unless the Investment Committee grants a specific exception. When granting exceptions, the committee must determine that the potential rewards outweigh the incremental risks and costs of UBTI. All such exceptions shall be made in writing and shall be communicated to the Board as part of the next regular Investment Committee report.



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**Reporting Requirements**

1. Monthly — The committee will obtain written monthly custodial statements. Such statements should contain all pertinent transaction details for each account that holds all or a portion of any the Idaho State University Foundation investment funds. Each monthly statement should include

- The name and quantity of each security purchased or sold, with the price and transaction date; and,
- A description of each security holding as of month-end, including its percentage of the total portfolio, purchase date, quantity, average cost basis, current market value, unrealized gain or loss, and indicated annual income (yield) at market.

In addition, if not included in the custodial reports, the consultant and/or the investment advisor(s) should provide a report for each fund or portfolio showing the month-end allocation of assets between equities, fixed-income securities, and cash. The monthly review of custodial statements may be delegated to the Idaho State University Foundation accounting staff.

2. Quarterly — The committee should obtain from its investment consultant and/or investment advisors, a detailed review of the Idaho State University Foundation’s investment performance for the preceding quarter and for longer trailing periods as appropriate. Such reports should be provided as to each fund and as to the Idaho State University Foundation investment assets in the aggregate. As to each fund, the committee should establish with its investment consultant and/or investment advisors the specific criteria for monitoring each fund’s performance including the index or blend of indices that are appropriate for the objectives of each fund and for the investment style or asset class of each portfolio within a fund. The committee shall meet with the consultant to conduct such reviews to the extent it deems necessary.

3. Periodically — The committee should meet with its investment consultant at least annually to review all aspects of the Idaho State University Foundation’s investment assets. Such a review should include 1) strategic asset allocation, 2) manager and investment entity performance, 3) anticipated additions to or withdrawals from funds, 4) future investment strategies, and 5) any other matters of interest to the committee.

Date of Board Approval:

Person responsible for the periodic review of policy and if necessary submits proposed revisions to Board for approval: Investment Committee Chair

Date of Last Review

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Board approval of University of Idaho operating agreement with University of Idaho Alumni Association, Inc.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Board policy requires a foundation of an institution be brought before the Board to be formally recognized as a nonprofit corporation or affiliated foundation to benefit a public college or university in Idaho. Each foundation shall be brought into substantial conformance with these policies and upon recognition by the Board, the foundation is ratified, validated, and confirmed, and it shall be deemed to have been organized as if its organization had taken place under authority of this policy. The operating agreement must be approved by the Board prior to execution and must be re-submitted to the Board every three (3) years, or as otherwise requested by the Board, for review and re-approval. The operating agreement addresses the topics outlined in Policy V.E

University of Idaho worked with the Alumni Association to develop the attached operating agreement. This is the first time this operating agreement has been brought to the Board.

This agreement is modeled after the University of Idaho Foundation agreement but modified in the following fashion to address material fundamental differences between the UI Foundation and the Alumni Association as follows:

1. Under Article III. Section A, the University's Director of the Office of Alumni Relations (a University of Idaho position) will serve the function of Executive Director of the Association, but not (as is the case with the UI Foundation) be a loaned employee to the Association. This distinction lies in the nature of the University's total alumni relations program in which the Alumni Association plays a relatively small (but not insignificant) role.
  - a. From a budget standpoint, the Association comprises less than 20% of the non-salary expenditures devoted to the total alumni relations program. As will be discussed again below, the total operations expenditures of the Association range between \$50,000 and \$60,000 annually. There are no other funds running through the Association since all donations to the University, including those arising from activities of the Alumni Association, are made directly to the UI Foundation. Consequently, the amount of funds involved in the Association simply don't merit a dedicated loaned employee.

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- b. The position of Director of the Office of Alumni Relations (while important within the University) is not at a policy making level within the University administrative hierarchy and thus does not pose a significant policy conflict as would be the case, for example, with the Vice President of Advancement serving as the Executive Director of the UI Foundation.
  - c. The benefit for this dual position is that the University can provide support for the Association in a fashion that dovetails with the University's overall program for alumni relations in an economical fashion that the Association can afford. This adds a relatively small burden to the work of the Office of Alumni relations.
  - d. Protection from inappropriate involvement in transactions is found in Section III.A.1.b.i. which bars the Executive Director from executing contracts for both the University and the Association, or from directing any University employee under his or her immediate supervision from doing so.
2. Under Article IV Section D.3 Expenditures of the Association will run through the Office of Alumni Relations to provide the administrative mechanism for expenditures in conjunction with University controls over those expenditures. This will be accomplished through an annual operating budget established by the Association which will be funded by the Association to the University and held in a dedicated account restricted to application by the University to the amounts set out in the operating budget. This takes advantage of the University's systems and controls for expenditure of funds in a fashion that would not be affordable to the Association with its limited budget. Any other expenditures of Association funds, including the transfer of funds from the Association to the University to fund the Association's budget, will be accomplished by, and signed by, Association officers who are not employees of the University.
3. Under Article VI Section B, the annual financial statements of the Association will be submitted to the Association Board of Directors and then to the University as a compiled and reviewed financial statement, which is less than a full financial audit. This distinction is based on the following:
- a. The relatively small size of the Associations overall annual budget (\$50-60K as stated above);
  - b. As described in 2 above, and under the Service Agreement (Exhibit C), Association expenditures will run through the staff of the Office of Alumni Relations based on an annual budget established by the Association and the University and then separately funded by the Association. Expenditures by the University from the Association dedicated fund will be subject to the University's financial audit as well

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as the University's internal controls; and

- c. The added cost of a full audit under Generally Accepted Accounting Practices (GAAP), estimated to be an additional \$2,000 to \$3,000 is difficult to justify in light of the relatively small operating budget and the fact that nearly all budget expenditures will run through the University.

Other items of note:

Article III Section A.2 allows for loaned employees for the Association but as discussed in 1 above it is unlikely the need will arise. The template for the Services Agreement (Exhibit C) parallels the agreement between the University and the UI Foundation by in large. Some aspects of the Services Agreement have less utility for the Association than for the UI Foundation; for example:

- Section I.A – Office Space and Furnishings. The Association has no real need for permanent office space and needs only a small amount of record storage.
- Section IV. B – Confidentiality. This section references confidentiality of donor records. The Association is a 502(c)(3) entity and, as such, can accept donations, however the parties contemplate that all donations for the benefit of the University will go through the UI Foundation. Thus, although there may be some need for confidentiality of records of donors, this will not supersede the overarching role of the UI Foundation as the entity for University donations nor the confidentiality of records between the University and the UI Foundation with respect to donors.

General Information regarding the University of Idaho Foundation:

- The University of Idaho Alumni Association, Inc. (UIAA, Inc.) is a non-dues-paying group, founded in 1898, that supports University of Idaho alumni to connect them with their alma mater. This network of more than 100,000 alumni worldwide is made of University of Idaho graduates or students who have completed 90 credits or more.
- The UIAA, Inc. is a nonprofit corporation, in good standing, under the laws of the state of Idaho with charitable, social and educational goals.
- The Association qualifies under the Internal Revenue Code to receive tax deductible charitable contributions.
- The Association is governed by an elected Board of Directors which meets formally three times per year. Duties of elected directors include managing corporate affairs, business and assets of the association. Appointed members may serve on the board with no voting privileges.
- Copies of the Association's Statement of Shared Values and the Strategic Plan are attached.

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**IMPACT**

Approval of the agreement will make the Alumni Association an affiliated foundation of University of Idaho in compliance with Board policy V.E.

**ATTACHMENTS**

Attachment 1	Alumni Association Operating Agreement	Page 5
Attachment 2	Statement of Shared Values	Page 67
Attachment 3	Strategic Plan	Page 69

**STAFF COMMENTS AND RECOMMENDATIONS**

The operating agreement is similar to Boise State University Alumni Association's operating agreement. One area of difference to note is that the BSU agreement does not allow signature authority to any university employees. The ISU agreement allows signature authority to a university employee loaned to the Association.

Through the Services Agreement, included in Attachment 1, Exhibit C, the Association is required to pay the University a budgeted amount for office space, technology support, operational services, and additional staff services.

Other exhibits contained in the operating agreement include:

Exhibit B	Loaned Employee Agreement
Exhibit D	Association's Articles of Incorporation
Exhibit E	Bylaws (including Conflict of Interest policy)

The Audit Committee recommended approval of the Operating Agreement at its June 8, 2015 meeting. Staff recommends approval.

**BOARD ACTION**

I move to approve the Operating Agreement between the University of Idaho Alumni Association, Inc. and University of Idaho as presented.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_ No

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**OPERATING AGREEMENT  
BETWEEN  
THE UNIVERSITY OF IDAHO  
AND  
THE UNIVERSITY OF IDAHO ALUMNI ASSOCIATION, INC.**

This agreement (“Agreement” or “Operating Agreement”) is entered into effective the \_\_\_ day of \_\_\_\_\_ 2015 (“Effective Date”) by and between the University of Idaho (“University”) and the University of Idaho Alumni Association, Inc. (“Association”). The University and the Association are sometimes collectively referred to herein separately as a “Party” and collectively as the “Parties.”

**WHEREAS**, the Association and the University have a substantial range of common interests relating to providing appropriate service to and maintaining the goodwill of alumni and friends of the University, which common interests can most effectively and efficiently be accomplished by jointly funded activity;

**WHEREAS**, the Association independently conducts certain activities in furtherance of its purpose to promote the welfare of the alumni and the University by conducting programs and other activities that strengthen ties with students, former students, friends and graduates of the University;

**WHEREAS**, it is in the interest of both Parties to set forth in writing a basic framework to acknowledge the independence of the Parties while defining their appropriate relationship;

**WHEREAS**, the Association has been established and organized for charitable purposes and specifically to assist and aid the University in fulfilling and performing its educational, training, and research programs;

**WHEREAS**, the Association has need of certain services and facilities, which the University is able to provide;

**WHEREAS**, the Parties believe that an arrangement under which such services are provided would facilitate the Association’s carrying out of its purposes and would be in the best interest of both Parties;

**WHEREAS**, the Parties have negotiated the terms and conditions for such an arrangement and are desirous of reducing the same to writing;

**WHEREAS**, the Idaho State Board of Education and the Board of Regents of the University of Idaho (collectively the “State Board”) have promulgated Policies and Procedures governing gifts and affiliated foundations (“State Board’s Policies and Procedures”) which are attached hereto as Exhibit A;

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**WHEREAS**, Section V.E.2.c. of the State Board’s Policies and Procedures requires the University to enter into a written operating agreement with the Association that sets forth their operating relationship; and

**WHEREAS**, the Association and the University intend for this Agreement to be the written operating agreement required by Section V.E.2.c. of the State Board’s Policies and Procedures.

**NOW THEREFORE**, in consideration of the mutual covenants and undertakings herein, the University and the Association hereby agree as follows:

**ARTICLE I**

**ASSOCIATION’S PURPOSES**

The University recognizes the Association as the primary affiliated Alumni Association for the University. The primary mission and purpose of the Association is to develop and strengthen lifelong relationships, loyalty and support for the University and its mission from the University’s alumni and friends.

In carrying out its purposes the Association shall not engage in activities that conflict with (1) federal or state laws, rules and regulations (including, but not limited to all applicable provisions of the Internal Revenue Code and corresponding Federal Treasury Regulations); (2) applicable policies of the State Board; or (3) the role and mission of the University.

**ARTICLE II**

**THE ASSOCIATION’S ORGANIZATIONAL DOCUMENTS**

The Association shall provide copies of its current Articles of Incorporation and Bylaws to the University. All amendments of such documents shall also be provided to the University. Furthermore, the Association shall, to the extent practicable, provide the University with an advance copy of any proposed amendments to the Association’s Articles of Incorporation and Bylaws.

**ARTICLE III**

**UNIVERSITY RESOURCES AND SERVICES**

**A. *University Employees.***

1. *Executive Director:* The University’s Director of the Office of Alumni Relations shall serve as the Executive Director of the Association. The Director of the Office of Alumni Relations is not a key administrative or policy-making employee of the University and is not a vice president or equivalent position at the University.

a. The function of the Executive Director shall be to:



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i. Serve as the University's liaison to the Association and as an ex officio (non-voting) member of the Association Board of Directors;

ii. Be responsible for communicating with the Association regarding the University's activities and programs relevant to the Association's mission and for coordinating any administrative support provided by the University to the Association;

iii. Assist the Association in planning and executing its meetings and activities; and

iv. Provide oversight and assistance to University personnel who provide administrative support to the Association as set out in Article III.B. below.

b. The Executive Director is an employee of the University who is compensated by the University. The University has the sole discretion to direct the Executive Director when acting in his or her University capacity. While it is anticipated that the goals of the University and the Alumni Association will usually coincide with respect to the services to be performed by the Executive Director, there may be times when those goals may diverge. The Executive Director shall notify the Alumni Association in the event a conflict of interest arises.

i. Under no circumstance shall the University's Director of the Office of Alumni Relations represent both the University and the Alumni Association in any negotiation, sign for both the University and the Alumni Association in a particular transaction, or direct any other University employee under his or her immediate supervision to sign for the related Party in a transaction between the University and the Alumni Association.

2. *Loaned Employees.* The University and the Association may elect to enter into agreements for the loaning of employees to the Association by the University pursuant to terms substantially similar to the Loaned Employee Agreement attached hereto as Exhibit B ("Loaned Employee Agreement"). The loaned employees shall report to either the Association Board or the Executive Director of the Association, in either case as determined by the Association Board and as specified in the loaned employee agreements.

3. *Limited Authority of University Employees.* Notwithstanding the foregoing provisions, no University employee other than an employee loaned to the Association shall be permitted to have responsibility or authority for the Association policy making, financial oversight, spending authority, investment decisions, or the supervision of Association employees.

B. *Support Staff Services.* The University may provide administrative support in financial, accounting, and development services to the Association, pursuant to terms substantially similar to those set forth in the Service Agreement attached hereto as Exhibit C ("Service Agreement"). Except as specifically provided otherwise herein, all University employees who

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provide support services to the Association shall remain University employees under the direction and control of the University, unless it is agreed that the direction and control of any such employee will be vested with the Association in a Loaned Employee Agreement. The Association will pay directly to the University the portion of the overhead costs associated with the services provided to the Association pursuant to the Service Agreement or as otherwise determined by the agreement of the Parties.

C. *University Facilities and Equipment.* The University may provide the use of the University's office space and equipment and associated services to the Association upon the terms agreed to by the University and the Association. The terms of use (including amount of rent) of the University's office space, equipment and associated services shall be as set forth in the Service Agreement (see Exhibit C).

D. *University Trademarks.* The University may grant the Association the right to use University trademarks and indicia. The terms of use (including amount of any royalty, or royalty free use) shall be as set forth in the Service Agreement (see Exhibit C).

E. *No Association Payments to University Employees.* Notwithstanding any contrary provision of this Agreement, the Association shall not make any payments directly to a University employee in connection with any resources or services provided to the Association pursuant to this Article.

## ARTICLE IV

### MANAGEMENT AND OPERATION OF THE ASSOCIATION

#### A. *Gift Solicitation.*

1. *Foundation is Primary Donee.* The parties acknowledge that the University of Idaho Foundation ("Foundation") is the primary affiliated foundation responsible for assisting the University in soliciting, managing and distributing private support for the University. Absent unique circumstances, prospective donors shall be requested to make gifts directly to the Foundation rather than to the Association.

2. *Form of Solicitation.* Any and all Association gift solicitations shall make clear to prospective donors that (1) the Association is a separate legal and tax entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the University; and (2) responsibility for the governance of the Association, including the investment of gifts and endowments, resides in the Association's Board of Directors.

#### B. *Acceptance of Gifts.*

1. *Approval Required Before Acceptance of Certain Gifts.* Before accepting contributions or gifts that may require administration or direct expenditure by the University, the Association shall obtain the prior written approval of the University. Similarly, the Association shall also obtain the University's prior written approval of the acceptance of any gift or grant that

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would impose a binding financial or contractual obligation on the University. Prior to any approval by the University, the University shall obtain approval of the State Board where State Board policy requires such approval.

2. *Acceptance of Gifts of Real Property.* The Association shall conduct due diligence on all gifts of real property that it receives. All gifts of real property that are intended solely by the donor to be developed for the University's use or to otherwise house facilities of any kind for the University's use shall be approved by the State Board before such gifts are accepted by either the University or the Association. The University shall be responsible for obtaining this approval by the State Board. In cases where the real property is intended to be used by the University in connection with carrying out its proper functions, the real property may be conveyed directly to the University, in which case the University and not the Association shall be responsible for the due diligence obligations for such property.

C. *Fund Transfers.* The Association agrees to transfer funds to the University or the Foundation on a regular basis as agreed to by the Parties. The Association's Treasurer or other individual to whom such authority has been delegated by the Association's Board of Directors shall be responsible for transferring funds as authorized by the Association's Board of Directors. All transfers and expenditures noted in this Section must comply with Section 501(c)(3) of the Internal Revenue Code and be consistent with the Association's mission to support the University.

1. *Unrestricted Gift Transfers.* The Association may make unrestricted donations to the University, consistent with the Association's mission. Such donated funds will be expended under the oversight of the University President in compliance with state law and University policies. If the Association elects to use unrestricted gifts to make grants to the University, such grants shall be made at such times and in such amounts as the Association's Board of Directors may determine in such Board's sole discretion.

D. *Association Expenditures and Financial Transactions.*

1. *Signature Authority.* The Association designates the officers (President, Vice President, and Secretary-Treasurer) of the Association as the individuals with signature authority for the Association in all financial transactions where at least two of the three officers sign. The Association's Treasurer may also delegate signature authority on a temporary basis consistent with the Association's Bylaws to another Association employee, an employee loaned to the Association, or an Association Board member who is not a University employee. In no event may the person with Association signature authority for financial transactions be a University employee, unless such individual is an employee who is loaned to the Association.

2. *Expenditures.* All expenditures of the Association shall be (1) consistent with the purposes of the Association, and (2) not violate restrictions imposed by any applicable grant or sponsored program agreement as to the use or purpose of the specific funds.

3. *Association Operating Budget and Operating Expenditures.* The Association will establish an annual operating budget for each fiscal year encompassing the anticipated revenues of the Association and the budgeted costs for Association meetings, events

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and other activities. Annually, or more often as may be agreed to by the Parties, the Association will transfer sufficient funds to the University to cover the budgeted costs for Association meetings, events and other activities. Such funds shall be held by the University and restricted to application by the University to the costs of Association meetings, events and other activities within the amounts set out in the operating budget. Such funds shall be expended by University personnel supporting the operations of the Association as more specifically set out in the Services Agreement (see Exhibit C).

E. *Transfer of University Assets to the Association.* No University funds, assets, or liabilities may be transferred directly or indirectly to the Association without the prior approval of the State Board except when:

1. A donor inadvertently directs a contribution to the University that is intended for the Association; or

2. The University has gift funds that were transferred from and originated in the Association, and the University wishes to return a portion of funds to the Association for reinvestment consistent with the original intent of the gift.

F. *Separation of Funds.* All Association assets (including bank and investment accounts) shall be held in separate accounts in the name of the Association using the Association's Federal Employer Identification Number. The financial records of the Association shall be kept using a separate chart of accounts and shall be kept in a secured database that is protected by separate password-only access. For convenience, however, some Association expenses may be paid through the University such as payroll and campus charges. These expenses will be paid through accounts clearly titled as belonging to the Association and shall be reimbursed by the Association on a regular basis.

G. *Insurance.* The Association shall maintain insurance to cover the operations and activities of its directors, officers and employees. The Association shall also maintain general liability coverage.

H. *Organizational Structure of the Association.* The organizational structure of the Association is set forth in the Association's Articles of Incorporation, which are attached hereto as Exhibit D, and the Association's Bylaws, which are attached hereto as Exhibit E. The Association agrees to provide copies of such Articles and Bylaws as well as any subsequent amendments to such documents to the University. Any such amendments to the Articles and Bylaws shall be attached hereto as additions to Exhibit D and Exhibit E, respectively.

I. *Conflicts of Interest.* The Association, in Article XIV of its Bylaws, has adopted a written policy addressing the manner the Association will address conflict of interest situations (see Exhibit E).

**ARTICLE V**

**ASSOCIATION RELATIONSHIPS WITH THE UNIVERSITY**

A. *Access to Records.* The University shall have reasonable access to the financial records of the Association upon permission granted by the Association from time to time, which shall not be unreasonably withheld. All access by the University to such records shall be made in accordance with applicable laws, the Association policies, and guidelines. In addition, upon request of the Association, the University shall execute a proprietary and confidentiality agreement and instruct its agents and employees that all confidential information of the Association shall be protected from disclosure to the fullest extent allowed by law. Except as specifically authorized under this agreement or any applicable proprietary and confidentiality agreement between the University and the Association, the University’s access shall not include donor specific data of the Association.

B. *Records Management.*

1. The University acknowledges that in most cases the University is the primary recipient and depository of confidential donor information. The Parties recognize, however, that records of the Association relating to actual or potential donors contain confidential information. Such records shall be kept by the Association in such a manner as to protect donor confidentiality to the fullest extent allowed by law. Notwithstanding the access to records permitted above, access to such confidential information by the University shall be limited to the University’s President and any designee of the University's President. The donor database and all other data, materials and information of the Association and the University pertaining to past, current or prospective donors, are proprietary to the Association and the University respectively and constitute confidential information and trade secrets. The Association and University shall take the steps necessary to monitor and control access to the donor database and to protect the security of computer servers and software relevant to the database, in each case to the extent that these systems are in their respective control.

2. The Association shall be responsible for maintaining all permanent records of the Association including but not limited to the Association's Articles, Bylaws and other governing documents, all necessary documents for compliance with IRS regulations, all gift instruments, and all other Association records as required by applicable laws.

3. The Association’s Board of Directors shall foster an atmosphere of openness in its operations, consistent with the prudent conduct of its business and while protecting personal and private information related to private individuals. The parties understand that the Association is not a public agency or a governing body as defined in the Idaho Code and the Idaho Open Meeting Law and Access to Public Records Statutes. Nothing in this Operating Agreement shall be construed as a waiver of the Association’s right to assert exemption from these statutes.

C. *Name and Marks.* Each Party hereby is granted a general, non-exclusive, royalty-free license to use the corporate name of the other, specifically: “The University of Idaho” and “The University of Idaho Alumni Association, Inc.” in all activities conducted in association with

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or for the benefit of the other. Use of the other Party's name must be in manner that clearly identifies the Parties as separate entities, and neither Party may use the other Party's name to imply approval or action of the other Party. Neither Party may delegate, assign, or sublicense the rights granted hereunder without express written consent from the other Party. This license does not extend to any identifying marks of either Party other than the specified corporate name. The University may grant the Association the right to use other University trademarks and indicia. The terms of use (including amount of any royalty, or royalty free use) shall be as set forth in the Service Agreement (see Exhibit C).

D. *Identification of Source.* The Association shall be clearly identified as the source of any correspondence, activities and advertisements emanating from the Association.

E. *Establishing the Association's Annual Budget.* The Association shall provide the University with the Association's annual operating budget and capital expenditure plan (if any) within five days of the date the Association's Board of Directors meeting at which the Association's Board of Directors vote to accept such operating budget.

F. *Attendance of the University's President at the Association's Board of Director Meetings.* The Association shall invite the University's President to attend meetings of the Association's Board of Directors in an advisory role.

G. *Supplemental Compensation of University Employees.* No University employee shall receive direct payments, compensation, or other benefits from the Association, provided that the Association may pay for those benefits which are necessary for its normal course of operation, including, but not limited to, travel and continuing professional education. Any such payment must have prior State Board approval and shall be paid by the Association to the University and the University shall then pay or reimburse the employee in accordance with the University's normal practice. No University employee shall receive any payments or other benefits directly from the Association.

## ARTICLE VI

### AUDITS AND REPORTING REQUIREMENTS

A. *Fiscal Year.* The Association and the University shall have the same fiscal year.

B. *Annual Financial Report.* The Association shall have an annual financial report which will be reviewed by a certified public accountant who is not a director or officer of the Association. The review shall comply with AICPA standards for financial statement compilation and review, shall be conducted at the same or similar time as the University audit, and shall be reported to the Association's Board of Directors and to the University. All such reports and any accompanying documentation shall protect donor privacy to the extent allowable by law.

C. *Separate Audit Rights.* The University agrees that the Association, at its own expense, may at any time during normal business hours conduct or request additional audits or reviews of the University's financial books and accounting records pertinent to the expenditure of

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funds received from the Association. The Association agrees that the University, at its own expense, may, at reasonable times, inspect and audit the Association's financial books and accounting records in accordance with Article V, Section A, above.

D. *Annual Reports to University President.* Upon request, the Association shall provide a written report to the University President setting forth the following items:

1. the annual financial audit report;
2. an annual report of Association transfers made to the University, summarized by department, if applicable;
3. an annual report of unrestricted funds received, and of unrestricted funds available for use during that fiscal year;
4. a list of all of the Association's officers, directors, and employees;
5. a list of University employees for whom the Association made payments to the University for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of each payment;
6. a list of all state and federal contracts and grants managed by the Association, if any;
7. an annual report of the Association's major activities;
8. an annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding foundation fiscal year for the benefit of the University; and
9. an annual report of any actual litigation involving the Association during its fiscal year, identification of legal counsel used by the Association for any purpose during such year, and identification of any potential or threatened litigation involving the Association limited to the extent necessary to protect attorney-client privilege and litigation strategy.

## ARTICLE VII

### CONFLICT OF INTEREST AND CODE OF ETHICS AND CONDUCT

A. *Conflicts of Interest Policy Statement.* The Association has adopted a written policy addressing the manner the Association will address conflict of interest situations. The Association's Conflict of Interest Policy is contained in Article XIV of the Bylaws, which are attached hereto as Exhibit E.

B. *Dual Representation.* Under no circumstances may a University employee represent both the University and the Association in any negotiation, sign for both Parties in

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transactions, or direct any other University employee under their immediate supervision to sign for the related Party in a transaction between the University and the Association. This shall not, however, prohibit University employees from drafting transactional documents that are subsequently provided to the Association for the Association's independent review, approval and use.

C. *Contractual Obligation of University.* The Association shall not enter into any contract that would impose a financial or contractual obligation on the University without first obtaining the prior written approval of the University. University approval of any such contract shall comply with policies of the State Board with respect to the State Board's approval of University contracts.

D. *Acquisition or Development or Real Estate.* The Association shall not acquire or develop real estate for the University's use or otherwise build facilities for the University's use unless and until the University first obtains the approval of the State Board. In the event of a proposed purchase of real estate for such purposes by the Association, the University shall notify the State Board, at the earliest possible date, of such proposed purchase for such purposes. Furthermore, any such proposed purchase of real estate for the University's use shall be a coordinated effort of the University and the Association. Any notification by the University to the State Board required pursuant to this Section may be made through the State Board's chief executive officer in executive session pursuant to Idaho Code Section 67-2345(1)(c).

### ARTICLE VIII

#### GENERAL TERMS

A. *Effective Date.* This Agreement shall be effective on the Effective Date set forth above.

B. *Right to Terminate.* This Operating Agreement shall terminate upon the mutual written agreement of both Parties. In addition, either Party may, upon ninety (90) days prior written notice to the other Party, terminate this Operating Agreement, and either Party may terminate this Operating Agreement in the event the other Party defaults in the performance of its obligations and fails to cure the default within thirty (30) days after receiving written notice from the non-defaulting Party specifying the nature of the default. Should the University choose to terminate this Operating Agreement by providing ninety (90) days written notice or in the event of a default by the Association that is not cured within the time frame set forth above, the Association may require the University to pay, within one-hundred eighty (180) days of written notice, all debt incurred by the Association on the University's behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. Should the Association choose to terminate this Operating Agreement by providing ninety (90) days written notice or in the event of a default by the University that is not cured within the time frame set forth above, the University may require the Association to pay any debt it holds on behalf of the Association in like manner. The Parties agree that in the event this Operating Agreement shall terminate, they shall cooperate with one another in good faith to negotiate a new operating agreement within six (6) months. In the event negotiations fail, the Parties will initiate the Dispute



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Resolution mechanism described below (through reference to the Association's President and the State Board) to further attempt to negotiate a new operating agreement. Termination of this Operating Agreement shall not constitute or cause dissolution of the Association.

C. *Dispute Resolution.* The Parties agree that in the event of any dispute arising from this Operating Agreement, they shall first attempt to resolve the dispute by working together with the appropriate staff members of each of the Parties. If the staff cannot resolve the dispute, then the dispute will be referred to the Association's President and the University's President. If the Association's President and University's President cannot resolve the dispute, then the dispute will be referred to the Association's President and the State Board for resolution. If the dispute is not resolved by the aforementioned Parties, the University and the Association shall submit the dispute to mediation by an impartial third party or professional mediator mutually acceptable to the Parties. If and only if all the above mandatory steps are followed in sequence and the dispute remains unresolved, then, in such case, either Party shall have the right to initiate litigation arising from this Operating Agreement. In the event of litigation, the prevailing Party shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs, attorney fees, and other professional expenses.

D. *Dissolution of the Association.* Upon dissolution of the Association, it shall transfer the balance of all property and assets of the Association in a manner consistent with Article X, Section 3, of its Bylaws, which state that, "In the event of the dissolution of this Corporation, or in the event it should cease to carry out its purposes, no member, director, officer or individual shall be entitled to or receive any distribution or division of its remaining assets, property or proceeds, and the balance of all property and assets of the Corporation from any sources, after the payment of all debts and obligations of the Corporation shall be vested in the Board of Regents of the University of Idaho in trust for the use and benefit of the University. Any such assets not so disposed of shall be distributed for one or more exempt purposes within meaning of Section 501(c)(3) of the Internal Revenue Code, or shall be distributed to the federal government, or to a state or local government, for public purpose."

E. *Board Approval of Operating Agreement.* Prior to the Parties' execution of this Operating Agreement, an unexecuted copy of this Operating Agreement must be approved by the State Board. Furthermore, this Operating Agreement, including any subsequent modifications and restatements of this Operating Agreement, shall be submitted to the State Board for review and approval no less frequently than once every two (2) years or more frequently if otherwise requested by the State Board.

F. *Modification.* Any modification to the Agreement or Exhibits hereto shall be in writing and signed by both Parties.

G. *Providing Document to and Obtaining Approval from the University.* Unless otherwise indicated herein, whenever documents are to be provided to the University or whenever the University's approval of any action is required, such documents shall be provided to, or such approval shall be obtained from, the University's President or an individual to whom such authority has been properly delegated by the University's President.

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H. *Providing Documents to and Obtaining Approval from the Association.* Unless otherwise indicated herein, whenever documents are to be provided to the Association or whenever the Association's approval of any action is required, such document shall be provided to, or such approval shall be obtained from, the Association's Board of Directors or an individual to whom such authority has been properly delegated by the Association's Board of Directors.

I. *Notices.* Any notices required under this Agreement may be mailed or delivered as follows:

To the University:

President of the University of Idaho  
University of Idaho  
P.O. Box 443151  
Administration Building Room 105  
Moscow, Idaho 83844-3151

To the Association:

President  
UI Alumni Association, Inc.  
c/o Office of Alumni Relations  
Mailing Address:  
875 Perimeter Drive MS 3232  
Moscow ID 83844-3232

J. *No Joint Venture.* At all times and for all purposes of this Operating Agreement, the University and the Association shall act in an independent capacity and not as an agent or representative of the other Party.

K. *Liability.* The University and the Association are independent entities and neither shall be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, members or employees.

L. *Indemnification.* The University and the Association each agree to indemnify, defend and hold the other Party, their officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the Party, its employees, contractors, or agents in performing its obligations under this Operating Agreement. This indemnification shall include, but not be limited to, any and all claims arising from an employee of one Party who is working for the benefit of the other Party. Nothing in this Operating Agreement shall be construed to extend the University's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code Sections 6-901 et seq.

M. *Assignment.* This Agreement is not assignable by either Party, in whole or in part.

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**JUNE 18, 2015**

**Audit Committee Review Draft – 6/10/2015**

N. *Governing Law.* This Agreement shall be governed by the laws of the State of Idaho.

O. *Articles, Sections, Subsections and Subparagraphs.* This Agreement consists of text divided into Articles that are identified by roman numeral (for example Article I), Sections that are identified by an uppercase letter followed by a period (for example A.), subsections that are identified by a number followed by a period (for example 1.) and subparagraphs that are identified by a lower case letter followed by a period (for example a.). The organization is hierarchical meaning that a reference to a division of the document includes all of its subparts (for example a reference to a Section includes the Section and all of its subsections and subparagraphs).

P. *Severability.* If any provision of this Agreement is held invalid or unenforceable to any extent, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

Q. *Entire Agreement.* This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

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IN WITNESS WHEREOF, the University and the Association have executed this agreement on the above specified date.

**University of Idaho**

By: \_\_\_\_\_  
Its: President

**University of Idaho Alumni Association, Inc.**

By: \_\_\_\_\_  
Its: President

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**EXHIBIT A**

**State Board of Education and Board of Regents of the University of Idaho  
Policies and Procedures Governing Gifts and Affiliated Foundations**

**Idaho State Board of Education  
GOVERNING POLICIES AND PROCEDURES**

**SECTION: V. FINANCIAL AFFAIRS**

**Subsection: E. Gifts and Affiliated Foundations**

**October 2014**

**1. Purpose of the Policy**

- a. The Board recognizes the importance of voluntary private support and encourages grants and contributions for the benefit of the institutions and agencies under its governance. Private support for public education is an accepted and firmly established practice throughout the United States. Tax-exempt foundations are one means of providing this valuable support to help the institutions and agencies under the Board's governance raise money through private contributions. Foundations are separate, legal entities, tax-exempt under Section 501(c) of the United States Internal Revenue Code of 1986, as amended, associated with the institutions and agencies under the Board's governance. Foundations are established for the purpose of raising, receiving, holding, and/or using funds from the private sector for charitable, scientific, cultural, educational, athletic, or related endeavors that support, enrich, and improve the institutions or agencies. The Board wishes to encourage a broad base of support from many sources, particularly increased levels of voluntary support. To achieve this goal, the Board will cooperate in every way possible with the work and mission of recognized affiliated foundations.
  
- b. The Board recognizes that foundations:
  - i. Provide an opportunity for private individuals and organizations to contribute to the institutions and agencies under the Board's governance with the assurance that the benefits of their gifts supplement, not supplant, state appropriations to the institutions and agencies;
  
  - ii. Provide assurance to donors that their contributions will be received, distributed, and utilized as requested for specified purposes, to the extent legally permissible, and that donor records will be kept confidential to the extent requested by the donor and as allowed by law;
  
  - iii. Provide an instrument through which alumni and community leaders can help strengthen the institutions and agencies through participation in the solicitation, management, and distribution of private gifts; and
  
  - iv. Aid and assist the Board in attaining its approved educational, research, public service, student loan and financial assistance, alumni relations, and financial development program objectives.

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- c. The Board, aware of the value of tax-exempt foundations to the well being of the institutions and agencies under the Board's governance, adopts this policy with the following objectives:
  - i. To preserve and encourage the operation of recognized foundations associated with the institutions and agencies under the Board's governance; and
  - ii. To ensure that the institutions and agencies under the Board's governance work with their respective affiliated foundations to make certain that business is conducted responsibly and according to applicable laws, rules, regulations, and policies, and that such foundations fulfill their obligations to contributors, to those who benefit from their programs, and to the general public.

2. Institutional Foundations

The foregoing provisions are designed to promote and strengthen the operations of foundations that have been, and may be, established for the benefit of the public colleges and universities in Idaho. The intent of this policy is to describe general principles that will govern institutional relationships with their affiliated foundations. It is intended that a more detailed and specific description of the particular relationship between an institution and its affiliated foundation will be developed and committed to a written operating agreement, which must be approved by the Board. For application of this policy to affiliated research foundations and technology transfer organizations, including the Idaho Research Foundation, see paragraph 6 below.

a. Board Recognition of Affiliated Foundations

- . The Board may recognize an entity as an affiliated foundation if it meets and maintains the requirements of this policy. The chief executive officer of each institution must ensure that any affiliated foundation recognized by the Board ascribes to these policies. The Board acknowledges that it cannot and should not have direct control over affiliated foundations. These foundations must be governed separately to protect their private, independent status. However, because the Board is responsible for ensuring the integrity and reputation of the institutions and their campuses and programs, the Board must be assured that any affiliated foundation adheres to sound business practices and ethical standards appropriate to such organizations in order to assure the public that the foundation is conducting its mission with honesty and integrity.

b. General Provisions Applicable to all Affiliated Foundations recognized by the Board

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- i. All private support of an institution not provided directly to such institution shall be through a recognized affiliated foundation. While an institution may accept gifts made directly to the institution or directly to the Board, absent unique circumstances making a direct gift to the institution more appropriate, donors shall be requested to make gifts to affiliated foundations.
- ii. Each affiliated foundation shall operate as an Idaho nonprofit corporation that is legally separate from the institution and is recognized as a 501(c)(3) public charity by the Internal Revenue Service. The management and control of a foundation shall rest with its governing board. All correspondence, solicitations, activities, and advertisements concerning a particular foundation shall be clearly discernible as from that foundation, and not the institution.
- iii. The institutions and foundations are independent entities and neither will be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, members, or staff.
- iv. It is the responsibility of the foundation to support the institution at all times in a cooperative, ethical, and collaborative manner; to engage in activities in support of the institution; and, where appropriate, to assist in securing resources, to administer assets and property in accordance with donor intent, and to manage its assets and resources.
- v. Foundation funds shall be kept separate from institution funds. No institutional funds, assets, or liabilities may be transferred directly or indirectly to a foundation without the prior approval of the Board except as provided herein. Funds may be transferred from an institution to a foundation without prior Board approval when:
  - 1) A donor inadvertently directs a contribution to an institution that is intended for the foundation. If an affiliated foundation is the intended recipient of funds made payable to the Board or to an institution, then such funds may be deposited with or transferred to the affiliated foundation, provided that accompanying documents demonstrate that the foundation is the intended recipient. Otherwise, the funds shall be deposited in an institutional account, and Board approval will be required prior to transfer to an affiliated foundation; or
  - 2) The institution has gift funds that were transferred from and originated in an affiliated foundation, and the institution wishes to return a portion of funds to the foundation for reinvestment consistent with the original intent of the gift.
- vi. Transactions between an institution and an affiliated foundation shall meet the normal tests for ordinary business transactions, including proper documentation and approvals. Special attention shall be given to avoiding



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direct or indirect conflicts of interest between the institution and the affiliated foundation and those with whom the foundation does business. Under no circumstances shall an institution employee represent both the institution and foundation in any negotiation, sign for both the institution and foundation in a particular transaction, or direct any other institution employee under their immediate supervision to sign for the related party in a transaction between the institution and the foundation.

- vii. Prior to the start of each fiscal year, an affiliated foundation must provide the institution chief executive officer with the foundation's proposed annual budget, as approved by the foundation's governing board.
- viii. Each foundation shall conduct its fiscal operations to conform to the institution's fiscal year. Each foundation shall prepare its annual financial statements in accordance with Government Accounting Standards Board (GASB) or Financial Accounting Standards Board (FASB) principles, as appropriate.
- ix. Institution chief executive officers shall be invited to attend all meetings of an affiliated foundation's governing board in an advisory role. On a case by case basis, other institution employees may also serve as advisors to an affiliated foundation's governing board, as described in the written foundation operating agreement approved by the Board.
- x. The foundation, while protecting personal and private information related to private individuals, is encouraged, to the extent possible or reasonable, to be open to public inquiries related to revenue, expenditure policies, investment performance and/or other information that would normally be open in the conduct of institution affairs.
- xi. A foundation's enabling documents (e.g., articles of incorporation and bylaws) and any amendments are to be provided to the institution. These documents must include a clause requiring that in the event of the dissolution of a foundation, its assets and records will be distributed to its affiliated institution, provided the affiliated institution is a qualified charitable organization under relevant state and federal income tax laws. To the extent practicable, the foundation shall provide the institution with an advance copy of any proposed amendments, additions, or deletions to its articles of incorporation or bylaws. The institution shall be responsible for providing all of the foregoing documents to the Board.
- xii. Foundations may not engage in activities that conflict with federal or state laws, rules and regulations; the policies of the Board; or the role and mission of the institutions. Foundations shall comply with applicable Internal Revenue Code provisions and regulations and all other applicable policies and guidelines.

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- xiii. Fund-raising campaigns and solicitations of major gifts for the benefit of an institution by its affiliated foundation shall be developed cooperatively between the institution and its affiliated foundation. Before accepting contributions or grants for restricted or designated purposes that may require administration or direct expenditure by an institution, a foundation will obtain the prior approval of the institution chief executive officer or a designee.
- xiv. Foundations shall obtain prior approval in writing from the institution chief executive officer or a designee if gifts, grants, or contracts include a financial or contractual obligation binding upon the institution.
- xv. Foundations shall make clear to prospective donors that:
  - 1) The foundation is a separate legal and tax entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the institution; and
  - 2) Responsibility for the governance of the foundation, including investment of gifts and endowments, resides in the foundation's governing board.
- xvi. Institutions shall ensure that foundation-controlled resources are not used to acquire or develop real estate or to build facilities for the institution's use without prior Board approval. The institution shall notify the Board, at the earliest possible date, of any proposed purchase of real estate for such purposes, and in such event should ensure that the foundation coordinates its efforts with those of the institution. Such notification to the Board may be through the institution's chief executive officer in executive session pursuant to Idaho Code 67-2345 (1) (c).

c. Foundation Operating Agreements

Each institution shall enter into a written operating agreement with each recognized foundation that is affiliated with the institution. Operating agreements must be signed by the chairman or president of the foundation's governing board, and by the institution chief executive officer. The operating agreement must be approved by the Board prior to execution and must be re-submitted to the Board every three (3) years, or as otherwise requested by the Board, for review and re-approval. Foundation operating agreements shall establish the operating relationship between the parties, and shall, at a minimum, address the following topics:

i. Institution Resources and Services.

- 1) Whether, and how, an institution intends to provide contract administrative and/or support staff services to an affiliated foundation. When it is

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determined that best practices call for an institution employee to serve in a capacity that serves both the institution and an affiliated foundation, then the operating agreement must clearly define the authority and responsibilities of this position within the foundation. Notwithstanding, no employee of an institution who functions in a key administrative or policy making capacity (including, but not limited to, any institution vice-president or equivalent position) shall be permitted to have responsibility or authority for foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of foundation employees. The responsibility of this position within the foundation that is performed by an institution employee in a key administrative or policy making capacity shall be limited to the coordination of institution and affiliated foundation fundraising efforts, and the provision of administrative support to foundation fundraising activities.

- 2) Whether, and how, an institution intends to provide other resources and services to an affiliated foundation, which are permitted to include:
    - a) Access to the institution's financial systems to receive, disburse, and account for funds held (with respect to transactions processed through the institution's financial system, the foundation shall comply with the institution's financial and administrative policies and procedures manuals);
    - b) Accounting services, to include cash disbursements and receipts, accounts receivable and payable, bank reconciliation, reporting and analysis, auditing, payroll, and budgeting;
    - c) Investment, management, insurance, benefits administration, and similar services; and
    - d) Development services, encompassing research, information systems, donor records, communications, and special events.
  - 3) Whether the foundation will be permitted to use any of the institution's facilities and/or equipment, and if so, the details of such arrangements.
  - 4) Whether the institution intends to recover its costs incurred for personnel, use of facilities or equipment, or other services provided to the foundation. If so, then payments for such costs shall be made directly to the institution. No payments shall be made directly from a foundation to institution employees in connection with resources or services provided to a foundation pursuant to this policy.
- ii. Management and Operation of Foundations.

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- 1) Guidelines for receiving, depositing, disbursing and accounting for all funds, assets, or liabilities of a foundation, including any disbursements/transfers of funds to an institution from an affiliated foundation. Institution officials into whose department or program foundation funds are transferred shall be informed by the foundation of the restrictions, if any, on such funds and shall be responsible both to account for them in accordance with institution policies and procedures, and to notify the foundation on a timely basis regarding the use of such funds.
- 2) Procedures with respect to foundation expenditures and financial transactions, which must ensure that no person with signature authority shall be an institution employee in a key administrative or policy making capacity (including, but not limited to, an institution vice-president or equivalent position).
- 3) The liability insurance coverage the foundation will have in effect to cover its operations and the activities of its directors, officers, and employees.
- 4) Description of the investment policies to be utilized by the foundation, which shall be conducted in accordance with prudent, sound practice to ensure that gift assets are protected and enhanced, and that a reasonable return is achieved, with due regard for the fiduciary responsibilities of the foundation's governing board. Moreover, such investments must be consistent with the terms of the gift instrument.
- 5) Procedures that will be utilized to ensure that institution and foundation funds are kept separate.
- 6) Detailed description of the organization structure of the foundation, which addresses conflict of interest in management of funds and any foundation data.

iii. Foundation Relationships with the Institutions

- 1) The institution's ability to access foundation books and records.
- 2) The process by which the institution chief executive officer, or designee, shall interact with the foundation's board regarding the proposed annual operating budget and capital expenditure plan prior to approval by the foundation's governing board.
- 3) Whether, and how, supplemental compensation from the foundation may be made to institutional employees. Any such payments must have prior Board approval, and shall be paid by the foundations to the institutions, which in turn will make payments to the employee in accordance with

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normal practice. Employees shall not receive any payments or other benefits directly from the foundations.

iv. Audits and Reporting Requirements.

- 1) The procedure foundations will utilize for ensuring that regular audits are conducted and reported to the Board. Unless provided for otherwise in the written operating agreement, such audits must be conducted by an independent certified public accountant, who is not a director or officer of the foundation. The independent audit shall be a full scope audit, performed in accordance with generally accepted auditing standards.
- 2) The procedure foundations will use for reporting to the institution chief executive officer the following items:
  - a) Regular financial audit report;
  - b) Annual report of transfers made to the institution, summarized by department;
  - c) Annual report of unrestricted funds received, and of unrestricted funds available for use in that fiscal year;
  - d) A list of foundation officers, directors, and employees;
  - e) A list of institution employees for whom the foundation made payments to the institution for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of that payment;
  - f) A list of all state and federal contracts and grants managed by the foundation; and
  - g) An annual report of the foundation's major activities;
  - h )An annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding foundation fiscal year for the benefit of the institution; and
  - i) An annual report of any actual litigation involving the foundation during its fiscal year, as well as legal counsel used by the foundation for any purpose during such year. This report should also discuss any potential or threatened litigation involving the foundation.

v. Conflict of Interest and Code of Ethics and Conduct.

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A description of the foundation's conflict of interest policy approved by the foundation's governing board and applicable to all foundation directors, officers, and staff members, and which shall also include a code of ethics and conduct. Such policy must assure that transactions involving the foundation and the personal or business affairs of a trustee, director, officer, or staff member should be approved in advance by the foundation's governing board. In addition, such policy must provide that directors, officers, and staff members of a foundation disqualify themselves from making, participating, or influencing a decision in which they have or would have a financial interest. Finally, such policy must assure that no director, trustee, officer, or staff member of a foundation shall accept from any source any material gift or gratuity in excess of fifty dollars (\$50.00) that is offered, or reasonably appears to be offered, because of the position held with the foundation; nor should an offer of a prohibited gift or gratuity be extended by such an individual on a similar basis.

**3. Foundations for Other Agencies**

Other agencies under the Board's jurisdiction may establish foundations to accept gifts made for the benefit of the agencies' operating purposes. These agencies are subject to the same policies as the institutional foundations. However, agency foundations with annual revenues less than \$100,000 are not required to obtain an independent audit. These agencies must instead submit an annual report to the Board of gifts received and the disposition of such gifts.

**4. Idaho Educational Public Broadcasting System Foundations and Friends Groups**

Foundations and Friends groups that exist for the benefit of the Idaho Educational Public Broadcasting System (IEPBS) are required by Federal Communications Commission (FCC) regulations to have specific spending authority designated by the Board. Audits of the IEPBS Foundation and Friends groups will be conducted by the State Legislative Auditor.

- a. By action of the Board, the Idaho Educational Public Broadcasting System Foundation, Inc., has been designated to accept gifts made for the benefit of public television in the state of Idaho. The Foundation will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.
- b. By action of the Board, the Friends of Channel 4, Inc., has been designated to accept gifts made for the Benefit of KAID TV, Channel 4. The Friends of Channel 4, Inc., will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.
- c. By action of the Board, the Friends of Channel 10, Inc., has been designated to accept gifts made for the benefit of KISU TV, Channel 10. The Friends of Channel

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10, Inc., will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.

- d. By action of the Board, the Friends of KUID, Inc., has been designated to accept gifts made for the benefit of KUID TV, Channel 12. The Friends of Channel 12, Inc., will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.

5. Acceptance of Direct Gifts

Notwithstanding the Board's desire to encourage the solicitation and acceptance of gifts through affiliated foundations, the Board may accept donations of gifts, legacies, and devises (hereinafter "gifts") of real and personal property on behalf of the state of Idaho that are made directly to the Board or to an institution or agency under its governance. Gifts worth more than \$250,000 must be reported to and approved by the executive director of the Board before such gift may be expended or otherwise used by the institution or agency. Gifts worth more than \$500,000 must be approved by the Board. The chief executive officer of any institution or agency is authorized to receive, on behalf of the Board, gifts that do not require prior approval by the executive director or the Board and that are of a routine nature. This provision does not apply to transfers of gifts to an institution or agency from an affiliated foundation (such transfers shall be in accordance with the written operating agreement between the institution or agency and an affiliated foundation, as described more fully herein).

6. Affiliated Research Foundations and Technology Transfer Organization for Institutions of Higher Education

The Board wishes to encourage research and technology transfer and the corresponding economic development potential for the state of Idaho. The Board acknowledges that independent, affiliated foundations operating to support an institution's research and technology transfer efforts can be useful tools to provide institutions with avenues for engagement with the private sector as well as with public and private entities interested in funding research, funding technology transfer and promoting spin-off enterprises arising from institutional intellectual property and technology. Such affiliated foundations should operate substantially within the framework for philanthropic affiliated foundations set out in paragraph 1 and 2 of this policy, with such variances as are reasonable based on the nature of the anticipated function of the specific foundation.

- a. The public college and universities may affiliate with non-profit entities which generally meet the criteria set forth in paragraph 2.b. of this policy and which operate for the purpose of supporting the research and technology transfer efforts of one or more of the institutions.

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- b. Research and Technology Transfer Foundation Operating Agreements. The requirement of a foundation operating agreement under paragraph 2.c. of this policy shall also apply to foundations supporting research and technology transfer. Institutions proposing to affiliate with a particular foundation may propose reasonable variances from specific requirements under paragraph 2.c. based upon the anticipated function of the foundation, provided that any such variances are specifically identified by the institution in materials presented to the Board when requesting approval of the foundation.



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**EXHIBIT B**

**Loaned Employee Agreement**

**CONSENT AGENDA  
JUNE 18, 2015**

**AGREEMENT FOR LOANED EMPLOYEE  
BETWEEN  
THE UNIVERSITY OF IDAHO  
AND  
THE UNIVERSITY OF IDAHO ALUMNI ASSOCIATION, INC.**

THIS AGREEMENT is entered into by and between the UNIVERSITY OF IDAHO, a public corporation, state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho (“University”), and THE UNIVERSITY OF IDAHO ALUMNI ASSOCIATION, INC. a nonprofit corporation (“Association”) and is effective the [DATE].

**BACKGROUND**

A. Association has asked University to make certain staff members available to fulfill various staffing requirements for Association’s day-to-day operations.

B. University has agreed to loan its employee, [NAME] (“Loaned Employee”), to Association to act in the capacity of [ROLE/POSITION] for Association pursuant to the terms of this Agreement.

**AGREEMENT**

The parties agree as follows:

**1. Relationship between Loaned Employee and University.**

a. Status. At all times under this Agreement, Loaned Employee shall be a [STATUS] employee of the University subject to all applicable policies and procedures of the Regents and the University. Association shall have control over all aspects of Loaned Employee’s day to day work, and Loaned Employee shall devote 100% of his or her working time to performing services for Association. Only University may terminate the employment of Loaned Employee. Notwithstanding the foregoing, Association may discipline the Loaned Employee for cause, which may include taking action up to and including termination of this Agreement, such discipline and determination of cause to be in accordance with Association policies and procedures and applicable law. The parties acknowledge that University and Loaned Employee have agreed and acknowledged that Loaned Employee’s contract with the University is contingent upon continuation of this Agreement and in the event this Agreement is terminated Loaned Employee’s contract with the University will also terminate. Loaned Employee will be considered a loaned employee under the worker’s compensation law of the state of Idaho.

b. Compensation. University shall pay Loaned Employee a fiscal year salary rate of [SALARY AMOUNT], payable on the regular bi-weekly paydays of the University, and subject to adjustment in accordance with the University’s regular policies and procedures. Loaned Employee

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will be entitled to University benefits to the same extent and on the same terms as other full-time University employees of her/his classification. Association shall pay University for this cost as provided in Section 3 below.

c. Travel Expenses. University shall reimburse directly to Loaned Employee costs incurred for Association travel that is approved in advance by the Association or the University. Association shall pay University for this cost as provided in Section 3 below.

d. No Prohibition on Leasing Employee to Association. University represents and warrants to Association that there is no agreement with Loaned Employee nor any University policy or procedure (including, without limitation, any agreement, policy, or rule of the Idaho State Board of Education, the Regents or the University) that prohibits the University from leasing Loaned Employee to Association pursuant to the terms of this Agreement. University further represents and warrants that Loaned Employee is eligible for benefits as a full-time leased employee under the term of all applicable University benefit plans. University shall indemnify, defend, and hold Association harmless from any breach of the foregoing representations.

**2. Relationship between Association and Loaned Employee.**

a. Supervision. Loaned Employee will work full time under the supervision and direction of the Association Board of Directors. Loaned Employee will report directly to Association Executive Director or her/his designee, who shall determine her/his duties to perform work for Association.

b. Performance Evaluations. Association will evaluate the performance of Loaned Employee on an annual basis at a time consistent with the annual reviews of exempt employees at the University. Association will provide University with a copy of any written documentation regarding the evaluation within fourteen (14) days after the evaluation is complete.

**3. Relationship between Association and University.**

a. Lease of Loaned Employee. During the term of this Agreement, so long as Loaned Employee is employed by University, University shall make available to Association the full time services of Loaned Employee, subject to University's continued employment of Loaned Employee. The furnishing of Loaned Employee shall not be considered a professional service of the University to Association, nor shall University be considered a contractor of Association.

b. University to Provide Salary and Benefits. As indicated above, University shall provide Loaned Employee with a fiscal year salary rate of **[SALARY AMOUNT]** and other University benefits to the same extent and on the same terms as other full-time University employees of her/his classification. University shall be responsible for all facets of payroll and benefits administration with respect to Loaned Employee, including, without limitation, withholding and payment of payroll taxes, unemployment compensation, worker's compensation coverage, social security, and providing any fringe and welfare benefit programs for Loaned Employee. University shall indemnify, defend, and hold Association harmless for the payment of all items set forth in this

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Section 3(b) and any claims or losses resulting from the administration of any employee benefits pursuant to any applicable law, including without limitation the Fair Labor Standards Act, the Employee Retirement Income Security Act, and the Internal Revenue Code.

c. Reimbursement of Salary and Benefits by Association. Association will reimburse University for one hundred percent (100%) of the University's total cost of Loaned Employee's salary and benefits and any reimbursable costs such as travel expenses. Such costs will be billed annually and paid to the University in one annual installment. University shall maintain accurate books and account records reflecting the actual cost of all items of direct cost for which payment is sought under this Agreement. At all reasonable times, Association shall have the right to inspect and copy said books and records, which the University agrees to retain for a minimum period of five (5) years following the termination of this Agreement.

d. Review of Loaned Employee's Status/Discipline/Termination for Cause. Loaned Employee shall at all times remain an employee of University. Accordingly, University shall have the power to evaluate, discipline, and terminate Loaned Employee in its discretion and in accordance with any of its policies, procedures, or agreements between University and Employee. As provided above, Association will conduct an annual review of Loaned Employee. Association will provide a copy of any documents related to its evaluation to the University no later than fourteen (14) days after the evaluation is completed. Based on its annual review of Loaned Employee's performance or any interim review or concerns regarding Loaned Employee's performance, Association may discipline the Loaned Employee for cause, which may include taking action up to and including termination of this Agreement, such discipline and determination of cause to be in accordance with Association policies and procedures and applicable law. If Association makes such a determination, Association shall provide notice to the University that it will no longer lease the services of Loaned Employee effective as of the date specified in the notice with a reasonable amount of detail as to the reason Association is discontinuing the services of Loaned Employee.

e. Indemnification by Association for Acts of Loaned Employee. University shall have no liability to Association for loss or damage directly resulting from the fault, negligence, misconduct, or other acts of the Loaned Employee while Loaned Employee is performing activities on behalf of or at the direction of Association. Association therefore agrees to release, defend, indemnify and hold harmless the state of Idaho, University, its governing board, officers, employees, and agents, from and against any and all claims, demands, losses, damages, costs, expenses, and liabilities, for injuries (including death) to persons and for damages to property (including damage to property of Association or others) arising out of or in connection with the activities of the Loaned Employee performed on behalf of or at the direction of Association. Notwithstanding the foregoing, both parties may maintain any liability insurance coverage as it shall deem appropriate with respect to liabilities arising out of the acts or omissions of Loaned Employee.

f. Compliance With Employment Discrimination Laws.

1) Association agrees to comply with all laws regarding employment discrimination, including, without limitation, the Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act, the Equal

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Pay Act, and the Idaho Human Rights Act with respect to Loaned Employee as if Loaned Employee were an employee of Association. Association shall notify University within five (5) days of any claim by Loaned Employee alleging a violation of any laws relating to employment discrimination. Association shall indemnify, defend, and hold University harmless from any claims or losses resulting from Association's failure to comply with any applicable employment discrimination laws.

2) University agrees to comply with all laws regarding employment discrimination, including, without limitation, the Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act, the Equal Pay Act, and the Idaho Human Rights Act with respect to Loaned Employee. University shall notify Association within five (5) days of any claim by Loaned Employee alleging a violation of any laws relating to employment discrimination. University shall indemnify, defend, and hold Association harmless from any claims or losses resulting from University's failure to comply with any applicable employment discrimination laws.

**4. General Terms**

**a. Term, Termination.** The term that University shall lease Loaned Employee to Association shall extend to **[DATE]**, which is the term of employment specified in Loaned Employee's contract as an exempt employee of the University, unless it is terminated earlier upon the occurrence of any of the following:

1) Notice to University Due to Loaned Employee Performance Problems. Pursuant to Section 3(d) above, Association may discipline Loaned Employee by taking action up to and including termination of this Agreement for cause based on its annual review of Loaned Employee's performance or any interim review or concerns regarding Loaned Employee's performance. If Association makes such a determination, Association shall provide notice to the University that it will no longer lease the services of Loaned Employee effective as of the date specified in the notice with a reasonable amount of detail as to the reason Association is discontinuing the services of Loaned Employee.

2) Termination in the Event of Default. Either party may terminate the lease of Loaned Employee by University to Association upon the material default of the other's performance provided that the non-defaulting party first provides the other with at least ten (10) days' notice of the default and an opportunity to cure such default within the notice period.

3) Discontinued Employment of Loaned Employee by University. The lease of Loaned Employee to Association shall automatically terminate if Loaned Employee is no longer an employee of University for any reason.

**CONSENT AGENDA  
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The parties may extend the term of this Agreement at any time upon mutual agreement for a new term that is equal to the term of the Loaned Employee's renewed contract with the University. The Association is under no obligation to extend the term of this Agreement for a new term, however, (in order to be consistent with University policies which call for at least 60 days' notice if the University will not renew the Loaned Employee's employment agreement) in the event the Association determines that it will not agree to an extension of the term of this Agreement the Association will give University notice of its intention not to extend the term of this Agreement at least 60 days prior to the expiration of the term of this Agreement. Failure to give the notice required hereunder shall NOT effect a renewal of the term of this Agreement, rather it will only extend the term of this Agreement long enough for 60 days' notice to be given.

**b.** No Third Party Beneficiaries. The parties acknowledge that there are no intended third party beneficiaries of this Agreement. Without limiting the foregoing, this Agreement shall not be construed as a promise of continuing employment to Loaned Employee, who remains subject to all applicable Regents and University policies, including but not limited to policies regarding nonrenewal of fixed term appointments and termination or discipline.

**c.** Governing Law. This Agreement will be governed by the laws of the state of Idaho as an agreement to be performed within the state of Idaho. The venue for any legal action under this Agreement shall be in Latah County.

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

**To Association:**

President  
UI Alumni Association, Inc.  
c/o Office of Alumni Relations  
Mailing Address:  
875 Perimeter Drive MS 3232  
Moscow ID 83844-3232

**To the University:**

University of Idaho  
Office of the President  
P.O. Box 443151  
Moscow, ID 83844-3151

Phone: (208) 885-6365

Fax: (208) 885-6558

Notice shall be deemed given on its date of mailing, faxing, or upon written acknowledgment of its receipt by personal delivery, whichever shall be earlier.

**e.** Waiver. Waiver by either party of any breach of any term, covenant or condition

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herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.

**f.**     Attorney's Fees. In the event an action is brought to enforce any of the terms, covenants or conditions of this Agreement, or in the event this Agreement is placed with an attorney for collection or enforcement, the successful party to such an action or collection shall be entitled to recover from the losing party a reasonable attorney's fee, together with such other costs as may be authorized by law.

**g.**     Assignment. Neither party shall assign this Agreement without the prior written consent of the other.

**h.**     Amendments. This Agreement may not be modified or amended except by an agreement in writing signed by both of the parties.

**i.**     Acknowledgment by Employee. This Agreement shall not be effective until it is executed by University and Association and acknowledged by Loaned Employee pursuant to the signature blocks below.

Signature page follows.

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The parties have executed this Agreement effective as of the date set forth above.

UNIVERSITY OF IDAHO

UNIVERSITY OF IDAHO ALUMNI  
ASSOCIATION, INC.

\_\_\_\_\_  
[NAME], President

\_\_\_\_\_  
[NAME], [TITLE]

**Acknowledgment by Loaned Employee:**

Loaned Employee, by his or her signature below, acknowledges the terms of this Agreement between University and Association and agrees that he or she is an employee of the University that is loaned to Association pursuant to the terms of this Agreement. Loaned Employee further acknowledges that he or she is a 'loaned employee' pursuant to all state workman's compensation laws. Accordingly, Loaned Employee acknowledges and agrees that in the event of any work-related injury that is covered by workman's compensation insurance held for the benefit of Loaned Employee by University, Loaned Employee will be precluded from recovering damages from Association for such injury in accordance with applicable state workman's compensation laws.

\_\_\_\_\_  
Name: [NAME]



**CONSENT AGENDA  
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**EXHIBIT C**

**Service Agreement**

**CONSENT AGENDA  
JUNE 18, 2015**

**SERVICE AGREEMENT  
BETWEEN  
THE UNIVERSITY OF IDAHO  
AND  
THE UNIVERSITY OF IDAHO ALUMNI ASSOCIATION, INC.**

This Service Agreement (“Agreement”) made this \_\_\_\_\_ day of \_\_\_\_\_, 2011 between the University of Idaho (“University”) and the University of Idaho Alumni Association, Inc., an Idaho nonprofit corporation (“Association”).

**RECITALS**

- A. The University and the Association are parties to that certain Operating Agreement dated [DATE] (the “Operating Agreement.”)
- B. The Operating Agreement states that the University will provide certain services to the Association pursuant to the terms of this Agreement.

**AGREEMENT**

In consideration of the mutual commitments contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**I. UNIVERSITY OBLIGATIONS TO PROVIDE SERVICES/FACILITIES TO ASSOCIATION**

A. Office Space and Furnishings. The University grants to the Association continued permission to use current office space located in Moscow, Idaho at [LOCATION] and in the [CITY], [STATE] at [LOCATION], and the office furnishings, equipment, computers and telephone systems at such locations, as well as such additional space, furnishings and equipment as may be determined by the parties from time to time to be relevant and necessary to the business and purpose of the Association. The University agrees to provide utilities, custodial services, building and grounds maintenance and repairs, and property insurance on said office space in the same fashion as provided for similar University facilities and equipment.

B. Technology Support. The University will provide the Association with access to the Banner administrative computing system and other computer systems, and access to such University information as is relevant and necessary to the business and purpose of the Association. The University will provide the Association with technology support for the computing systems and the computers and other technology equipment provided the Association, all in the same fashion as provided for similar University operations.

C. Operational Services. The University will provide the Association with access to certain operational University services, including human resources, accounts payable, payroll, printing and design, campus mail, purchasing services, and related services as are

**CONSENT AGENDA  
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relevant and necessary to the business and purpose of the Association, all in the same fashion as provided for similar University operations.

D. Constituent Records. On a regular basis, the University will transfer to the Association, or make available through the University electronic data systems, such data and constituent records, to include demographic and relationship data, as is necessary for the Association in carrying out its mission. The University shall retain for its own purposes data and records needed to fulfill its mission.

E. Access to Information. In connection with carrying out the University's obligations set forth above, the Association will provide the following information to University employees who are approved by the University President, a Vice President, or a Dean and have signed the Association's Confidentiality Policy.

**1. [INFORMATION TO BE SHARED]**

F. Additional Staff Services. In addition to employees who may be loaned to the Association by the University pursuant to the terms of any written loaned employee agreements, the University will provide staffing services as needed and requested by the Association.

If any or all of these employees shall become loaned employees of the University to the Association, the Association shall reimburse the University pursuant to the terms of the applicable loaned employee agreement. The other employees shall at all times remain the employees of the University, and not the Association, and the University shall have the sole and exclusive control over the terms and status of their employment.

G. Accounting of Association Expenses. The University will maintain a set of accounts in its financial system to facilitate payroll, travel, purchasing card transactions, and internal campus charges for the Association to be prepaid by the Association no less often than annually with only minimal balances at June 30 each year.

**II. ASSOCIATION OBLIGATIONS TO PROVIDE SERVICES/FACILITIES TO UNIVERSITY**

A. The Association may provide to the University additional support for fundraising activities or other initiatives as requested by the University President.

**CONSENT AGENDA  
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**III. PAYMENT BY ASSOCIATION TO UNIVERSITY.** In consideration of the services and facilities provided by the University to the Association pursuant to this Agreement, the Association shall pay the following:

A. Fiscal Year [YEAR]: For the University's fiscal year [YEAR] the parties have negotiated an acceptable budget for office space and furnishings (I.A. above), technology support (I.B. above), operational services (I.C. above) and additional staff services (I.F. above) in the total amount of [DOLLAR AMOUNT].

B. Fiscal Year [YEAR] and beyond: Prior to the end of fiscal year [YEAR], the parties will agree upon a budget for fiscal year [YEAR] for the items described in III. A. above, based on the operational results of fiscal year [YEAR] and the anticipated needs of the Association for fiscal year [YEAR]. This budget will be reduced to writing and set out the amounts and timing for payment of the budgeted amounts by the Association to the University. This process will be repeated for each ensuing fiscal year during the term of this Agreement. In the event the parties are unable to agree upon a budget for any fiscal year, the budget will be resolved using the dispute resolution procedure under the Operating Agreement (Article VIII Section C. thereof).

C. Compensation for employees loaned to the Association: Shall be as set forth in the terms of any loaned employee agreement between the parties.

**IV. RELATIONSHIP OF PARTIES/CONFIDENTIALITY**

A. Separate Status. In making this Agreement, the parties acknowledge that they are separate and distinct operating entities. The University is a state university, governed by the Regents of the University of Idaho. The Association is a nonprofit corporation, governed by its Board of Directors, and recognized as a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code. At all times and for all purposes of this Agreement, the University and the Association shall each act in an independent capacity and not as an agent or representative of the other.

B. Confidentiality. All obligations under this Agreement shall be carried out in accordance with the following: Pursuant to the terms of the Operating Agreement, the University hereby agrees to the terms of the Association's Confidentiality Policy and shall instruct its agents and employees that all confidential information of the Association shall be protected from disclosure. Except as specifically authorized under the Operating Agreement or the Confidentiality Policy, the University's access to any Association information shall not include any donor specific data of the Association such that would provide individually identifiable information about donors or their donations to the Association. The Association's donor database and all other data, materials and information of the Association and the University pertaining to past, current or prospective donors, are proprietary to the Association and the University respectively and constitute confidential information and trade secrets. The Association and University shall take the steps necessary to monitor and control access to the donor database and to

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protect the security of computer servers and software relevant to the database, in each case to the extent that these systems are in their respective control.

V. MISCELLANEOUS

A. Changes, additions, amendments, or modifications to this Agreement must be agreed to by both parties in writing prior to implementation.

B. The term of this Agreement shall begin on the date hereof and shall continue thereafter with the following exceptions:

1. In the event either party serves notice to the other in writing of its decision to terminate the provisions of this Service Agreement, this Agreement shall terminate no later than 90 (ninety) days from the date of notice.

2. In the event the Operating Agreement dated [DATE], between the parties terminates, this Service Agreement will terminate on the same date.

C. Upon termination of the provisions of this Agreement, all rights and obligations hereunder shall forthwith terminate, except for rights and obligations accrued prior to termination in respect of payment for support.

D. In the event of any conflict between the terms of this Agreement and the Operating Agreement, the terms of the Operating Agreement shall be controlling, and the terms of this Agreement shall be interpreted to comply with the Operating Agreement.

E. Any disputes arising under this Agreement shall be resolved in accordance with Article VIII, Section C of the Operating Agreement.

F. The University and the Association each agree to indemnify, defend and hold the other party, their officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the party, its employees, contractors, or agents in performing its obligations under this Agreement. This indemnification shall include, but not be limited to, any and all claims arising from an employee of one party who is working for the benefit of the other party. Nothing in this Agreement shall be construed to extend to the University's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code Sections 6-901 et seq.

[THIS PART WAS INTENTIONALLY LEFT BLANK]

**CONSENT AGENDA  
JUNE 18, 2015**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

UNIVERSITY:

ASSOCIATION:

\_\_\_\_\_  
President  
University of Idaho

\_\_\_\_\_  
President  
University of Idaho Alumni Association,  
Inc.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Executive Director  
University of Idaho Alumni Association,  
Inc.

Date: \_\_\_\_\_

**CONSENT AGENDA  
JUNE 18, 2015**

**EXHIBIT D**

**University of Idaho Alumni Association, Inc.**

**Articles of Incorporation**

JUNE 18, 2015

# State of Idaho



## Department of State

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho and custodian of the Seal of said State, do hereby certify that the annexed is a full, true and complete transcript of articles of incorporation of UNIVERSITY OF IDAHO ALUMNI ASSOCIATION, INC., an Idaho corporation, received and filed in this office on the 2nd day of July, 1973, as appears of record in this office as of this date.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Idaho.

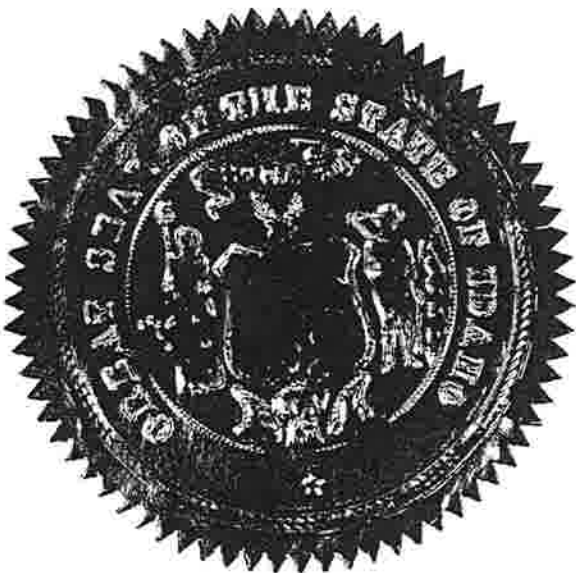
Done at Boise, Idaho, this 2nd day of July A.D., 19 73

Pete T. Cenarrusa

Secretary of State

*Margaret Lawrence*

Corporation Clerk





CONSENT AGENDA  
JUNE 18, 2015

ARTICLES OF INCORPORATION

UNIVERSITY OF IDAHO ALUMNI ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, have this day voluntarily associated ourselves together for the purpose of forming a non-profit corporation with charitable, social and educational goals, pursuant to Title 30, Chapter 11 of the laws of the State of Idaho in such cases made and provided, and HEREBY AGREE UPON AND ADOPT the following Articles of Incorporation:

ARTICLE I.

The name of this corporation is University of Idaho Alumni Association, Inc.

ARTICLE II.

This corporation is constituted so as to attract substantial support from contributions, directly or indirectly, from alumni and friends of the University of Idaho and has not been formed for pecuniary profit or financial gain, and no part of the assets, income, or profit of the corporation is distributable to, or inures to the benefit of, its directors or officers. No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this certificate, the corporation shall

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ARTICLE III.

The purposes for which the corporation is formed are as follows:

- a. To promote the traditions, culture, historical development, general welfare and best interest of the people of the State of Idaho through the continued development, promotion and support of the University of Idaho at Moscow, Idaho;
- b. To encourage the high educational, cultural and social purposes of the University of Idaho by the administration of annual funds, endowment funds, and grant funds, which may be collected or deposited in our hands for the benefit of said institution;
- c. To make grants and award scholarships to deserving young people who may wish to attend the University of Idaho because of their outstanding scholastic merit or talent or because of their financial need;
- d. To make grants to the University of Idaho which, in the opinion of the Board of Trustees or Directors of the association will advance its objects;
- e. To receive and maintain a fund or funds of real or personal property, or both, and, subject to the restrictions and limitations hereinafter set forth, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively for educational purposes herein set forth either directly or by contributing to organizations that qualify as exempt organizations under Section 501(c) (3) of the Internal Revenue Code and its regulations as they now exist or as they may hereinafter

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of indebtedness and to secure the same in any manner whatsoever;

b. To exercise any and all powers which exempt organizations under Section 501(c) (3) of the Internal Revenue Code of 1954 of the United States (or the corresponding provisions of any future United States Internal Revenue Law) and corporations organized under Title 30, Chapter 11, of the laws of Idaho now or hereafter in existence;

c. To take and hold, directly or indirectly, by bequest, devise, gift, purchase or lease, either absolutely or in trust for any of its purposes, any real or personal property;

d. To sell, convey, or otherwise dispose of any such property and to invest, reinvest, or deal with the principal or the income thereof in such manner as in the judgment of the Directors, will best promote the purpose of the corporation and the University of Idaho without limitation, except such limitations, if any, as may be contained in the instrument under which such property is received, these Articles of Incorporation, the By-Laws of the corporation, or any laws applicable thereto;

e. To do any other act or thing incidental to or connected with the foregoing purpose or in advancement thereof but not for the pecuniary profit or financial gain of its Directors or officers.

ARTICLE V.

The Corporation expressly notes the existence of the University of Idaho Foundation, Inc., a non-profit cor-

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functions to be performed in such manner as may be devised by the corporations consistent with rules, regulations, or directives of the Board of Regents of the University of Idaho.

ARTICLE VI.

Upon dissolution of the corporation, the Directors shall, after paying or making provision for the payment of all liabilities of the corporation, dispose of all its assets.

ARTICLE VII.

The Directors or Trustees named in these Articles shall cause to be drawn up By-Laws for this corporation and that said By-Laws shall be accepted by the corporation in the manner provided by law, and said By-Laws may hereafter be amended and repealed in the manner provided therein.

ARTICLE VIII.

The corporation shall have perpetual existence.

ARTICLE IX.

The corporation is expressly authorized to determine by By-Law the number, classes and qualifications for membership, together with the voting rights and other privileges of members, establish dues and assessments and methods of collection thereof, and to increase or decrease the number of the Directors or Trustees from time to time by amendment of the By-Laws of the corporation, all in accordance and pursuant to the laws of the State of Idaho; however, in no event shall the number of Directors or Trustees be less than 3 nor more than 100.

ARTICLE X.

The principal office for the transaction of the business of this corporation shall be in the City of Moscow,

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<u>NAME</u>	<u>ADDRESS</u>
Carl G. Berry	San Francisco, California
Richard A. Johnston	Moscow, Idaho
William E. Anderson	Moscow, Idaho

ARTICLE XII.

A duly called meeting of the members of the University of Idaho Alumni Association, was held at the Alumni Office, University of Idaho, Moscow, Idaho, on June 24, 1973, at the hour of Nine o'clock a.m., at which meeting a majority of the members who were present, voted to incorporate said organization and voted for the election of directors of this corporation; notice of the time and place of holding such meeting, incorporation and election was given by the publication thereof for one week prior to the said meeting in The Daily Idahoian, a newspaper of general circulation published in Latah County, Idaho, and also by posting a like notice in a conspicuous place on the building where such election was held for the same length of time immediately preceding such election, said notice being posted on said building of the Alumni Office, University of Idaho, Moscow, Idaho, on the 10th day of June, 1973, and remained posted to and including the 24th day of June, 1973.

That at said meeting of the following persons were duly elected Directors of this corporation by unanimous vote of the members present at such meeting as follows:

Carl G. Berry	President and Director
William T. Holden	Vice-President and Director
Burgess K. McDonald	Treasurer and Director
Richard A. Johnston	Executive Director, Secretary and Director
William E. Anderson	Director
Robert S. Campbell	Director
Thomas J. Chester	Director
John P. Dana	Director
William W. Deal	Director
J. Tom Edwards	Director

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ARTICLE XIII.

At the aforesaid meeting, these Articles of Incorporation were by unanimous vote, duly adopted, and said persons so designated as incorporators were duly authorized and directed to execute and file the same for record, and to duly incorporate said corporation for and on behalf of its members according to law.

EXECUTED IN TRIPLICATE ORIGINAL, this 24<sup>th</sup> day of June, 1973.

Carl G. Berry  
Carl G. Berry  
Richard A. Johnston  
Richard A. Johnston  
William E. Anderson  
William E. Anderson

STATE OF IDAHO     )  
                          ) ss.  
County of Latah    )

On this 24th day of June, 1973, before me, a Notary Public in and for said State, personally appeared CARL G. BERRY, RICHARD A. JOHNSTON, WILLIAM E. ANDERSON, known to me to be the persons whose names are subscribed to the within Articles of Incorporation, and severally acknowledged to me that they executed the same.

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



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STATE OF IDAHO )  
                  ) ss.  
County of Latah )

RICHARD A. JOHNSTON, being first duly sworn, upon oath,  
deposes and says:

That he was the secretary of the meeting held as mentioned in the foregoing Articles of Incorporation and was one of the officers conducting said election then and there held, and that Carl G. Berry was the chairman of said meeting and election there held; that the majority of the members of said association who were present at such meeting voted at such election and the result of said election was as set forth in said Articles of Incorporation.

That he has read the foregoing Articles of Incorporation and believes that the matters and facts therein stated are true to the best of his knowledge, information and belief.

Richard A. Johnston

SUBSCRIBED AND SWORN to before me this 24th day of June,  
1973.

Eleanor Bingham  
Notary Public for Idaho,  
Residing in Latah County.



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**EXHIBIT E**

**University of Idaho Alumni Association, Inc.**

**Bylaws**

**Bylaws**

**UNIVERSITY OF IDAHO ALUMNI ASSOCIATION, INC. BYLAWS  
(adopted 1973 ~ last amended and approved May 13, 2011)**

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ARTICLE I

Name, Offices, Seal and Purpose

1. Name: The name of this organization will be the University of Idaho Alumni Association, Inc.
2. Offices: The principal office of the corporation will be in the city of Moscow, county of Latah, Idaho. The corporation may also have offices as the board of directors may from time to time establish or as the purposes of the corporation may require.
3. Seal: The board of directors may provide a corporate seal, the form of which may be adopted or approved by the said board if one is to be provided.
4. Purpose:
  - a. The University of Idaho Alumni Association, Inc. is formed to provide the coordinated support of alumni and friends of the University of Idaho for the purpose of strengthening the academic, research, service and leadership building programs of the institution. It also provides individual alumni services to its members throughout the world.
  - b. This organization will be a non-profit corporation with charitable, social and educational goals, pursuant to Title 30, Chapter II of the laws of the state of Idaho in such cases made and provided.

-----  
ARTICLE II

Membership

1. Classes: Members of the association will be divided into three (3) classes, namely: REGULAR members, HONORARY members and ASSOCIATE members.
2. Regular Members: The association will be composed of all former students who have completed at least 90 credits at the University of Idaho or who have taken less than this amount and specifically request to become a member of the association. Voting rights are vested six months following the conclusion of the alumnus' study.
3. Honorary Members: Honorary members will be such persons as may be selected by the board of directors of the association because of faithful and distinguished service in the interests of the

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University of Idaho. Honorary members will be entitled to all privileges of the organization except those of voting and holding office.

4. Associate Membership: Associate membership is for non-University of Idaho alumni, faculty and administrators of the institution and other persons as determined by the board who are serving the university. Associate members will be entitled to all privileges of the organization except those of voting and holding office.

5. Duration: All members have lifetime membership; no qualification will be made on the basis of material support to the university.

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ARTICLE III

Meetings

There will be three (3) regularly scheduled meetings of the Board of Directors, referred to as Fall, Winter and Spring meetings. The Fall, Winter and Spring meeting dates and locations shall be set by the Executive Committee of the Association and announced to all UIAA directors at least 60 days prior to next regularly scheduled meeting. The site and location of all meetings should consider opportunities to further the UIAA mission, support the University, engage with UI Alumni, and manage costs for both the Office of Alumni Relations and UIAA directors. Obligations for UIAA directors and UIAA officers with events such as Homecoming and Commencement weekends in Moscow should also be considered.

There will also be an annual association meeting to conduct the necessary business of the association. This annual meeting will be scheduled during the conduct of the Spring meeting at a time and place determined by the officers of the association.

Special meetings may be called by the president or upon the call of at least a quorum of members of the Board of Directors at any time by giving at least fifteen days notice to all members of the Board of Directors. Notice of special meetings will be given in such form and manner as the Executive Committee will prescribe.

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ARTICLE IV

Officers

The officers of the corporation will be the president, vice president/president elect, treasurer, Executive Director of Alumni Relations who will also be the corporate secretary, and such other officers as the board will elect with designated powers and duties not inconsistent with these bylaws.

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ARTICLE V  
Board of Directors

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1. Composition:

a. Elected Board of Directors-University of Idaho Alumni Association

The alumni board will consist of the officers and elected directors. These elected directors may vote on all matters, hold office and vote for election of association officers.

In the event of an elected director vacancy, the president may designate a replacement who will serve until the next annual meeting. That replacement will be eligible for election to a full term.

Idaho Elected Directors:

Idaho Directors will serve from four (4) in-Idaho geographic regions, and these directors shall comprise no greater than ten (10) elected directors. One director must be elected to represent each of the four in-Idaho regions. Latah County shall have a specific designated director on the board included in the total.

In-Idaho regions shall be identified as:

North Idaho Region: The northern most area of the state generally consists of Boundary, Bonner, Kootenai, Benewah Latah, Clearwater, Nez Perce, Lewis, Shoshone, and Idaho counties

West Idaho Region: The southwestern corner of the state generally consists of Adams, Valley, Washington, Payette, Gem, Boise, Canyon, Ada, Valley, Owyhee, Elmore, and counties.

Central Idaho Region: The Southern most central portion of the state generally consists of Camas, Blaine, Gooding, Lincoln, Jerome, Minidoka, Twin Falls, Cassia, Lemhi, Custer, and counties.

East Idaho Region: The far southeast corner of the state generally consists of Bingham, Power, Butte, Caribou, Bear Lake, Franklin, Bannock, Oneida, Butte, Jefferson, Madison, Teton, Fremont and Clark and Bonneville counties.

Out of Idaho Elected Directors:

The out of Idaho elected directors may comprise no greater than 10 elected directors.

One director must be elected to serve from each of four Out-of-Idaho regions.

Out-of-Idaho regions shall be identified as:

West - Pacific time zone plus Alaska and Hawaii

Rocky Mountains - Mountain time zone, plus Arizona and Las Vegas area

Central - Central time zone

East - Eastern time zone

b. Constituent Representatives

These may include representatives of:

Associated Students of the University of Idaho,  
University of Idaho Foundation,  
Vandal Boosters, Inc/Vandal Scholarship Fund.,  
College constituent alumni associations,  
Student Alumni Relations Board,

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University of Idaho Retirees Association  
University of Idaho Faculty

Constituent representatives may serve on committees and working groups, but may not hold office or vote. These constituent representatives are nominated by their constituent group on an annual basis, and are eligible for reappointment by their constituent group.

These constituent groups shall be recognized and accepted by the Board of Directors of the Association. Additional groups may be added by Board of Director action.

c. Advisory members from University of Idaho administration

The University of Idaho president and the vice president for university advancement may attend and participate in all University of Idaho Alumni Association, Inc. board of director meetings in an advisory capacity. These positions will have all rights and responsibilities except for voting and holding an elected office in the Alumni Association.

2. Duties of Elected Directors:

a. Control the corporate affairs, business and property of the association; promulgate such rules and regulations and adopt such policies as they may deem necessary and consistent with the article of incorporation and bylaws; and fill any vacancies occurring in any of the offices of the association.

b. Delegate to committee members of the Alumni Association, or to officers and board members of the association, such powers as they may see fit.

c. Select and honor recipients of the association's awards.

d. Select Honorary Alumni to become members of the association by virtue of their service to and support of the University of Idaho.

e. In addition to representing the membership in all matters and in all capacities allowed or required by law; make policy recommendations to the board of directors; and any and all things necessary to promote the welfare of the University and the Alumni Association.

f. Promote the university and support its alumni relations operations and services. Duties may include involvement and participation with student recruitment, mentoring and advocacy on behalf of the institution.

3. Duties of Officers:

a. President: The president will be the principal executive officer of the corporation and, subject to the control of the board of directors, will in general supervise and control all of the business and affairs of the corporation. The president will, when present, preside at all meetings of the members and of the board of directors. The president may sign, with the secretary or any other proper officer of the corporation thereunto authorized by the board of directors, any deeds, mortgages, bonds, contracts or other instruments which the board of directors has authorized to be executed, except in cases where the signing and execution thereof will be expressly delegated by the board of directors or by these bylaws to some other officer or agent of the corporation, or will be required by law to be otherwise

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signed or executed; and in general will perform all duties incident to the office of the president and such other duties as may be prescribed by the board of directors from time to time.

Commencement weekend procedures: During the spring commencement ceremony the incoming president or designee may march in the commencement procession.

b. Vice President/President Elect: In the absence of the president or in the event of the president's death or inability or refusal to act, the vice president/president elect will perform the duties of the president and, when so acting, will have all the powers of and be subject to all the restrictions upon the president. The vice president will perform such other duties as from time to time may be assigned to him by the president or by the board of directors.

The vice president/president elect will also act as the board of directors' representative to the college constituencies, to the extension agents, and as a liaison for the board and the constituencies.

c. Secretary: The secretary's responsibilities will be fulfilled by the Executive Director of Alumni Relations and staff. The secretary will: (a) keep the minutes of the board of directors meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these bylaws as required by law; (c) be custodian of the corporate records; (d) in general perform all duties incident to the office of the secretary and such other duties as from time to time may be assigned to by the president or the board of directors.

d. Treasurer: The treasurer will be the board's financial liaison with the alumni office and report the financial condition of the association at each meeting. When the association develops a fund of its own, the treasurer will have custody of all funds of the organization and to pay out the same upon the direction and warrant of the board of directors except those held for the corporation's use by the business offices of the University of Idaho. Should the board direct, the treasurer will give bond with approval surety for the faithful performance of the treasurer's duties, in such amounts as will be fixed by the board of directors, cost of such bond to be borne by this organization.

e. At Large Member of EC: The At Large Member of EC, shall serve, along with Alumni Office staff support, as liaison to communicate with Chapters and Clubs, and advise Alumni Association of updates or topics.

4. Vacancies: Any vacancy in the office of the president, vice president/president elect or treasurer will be filled by the Executive Committee until the next regular meeting, at which time the vacancy will be filled by election.

5. Quorum: Fifty percent plus 1 of the seated board of directors present will constitute a quorum for the transaction of business at any regular or special meeting of the board.

6. Travel Expenses: Elected directors may be allowed travel expenses for attendance at any meeting of the board of directors or for transaction of corporate business as governed by the expenditure policy.

7. Committees:

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a. The president may as needed appoint, from the board of directors membership and the membership at large, special committees and task forces with the consent of the Executive Committee; and will appoint Finance, Ways and Means, and Alumni Awards & Recognition Committees.

b. An Executive Committee, empowered to act on behalf of the board between meetings, will be composed of the president, the vice president/president elect, the treasurer, the Executive Director of Alumni Relations, the immediate past president; and one other director ( titled At Large Member of the EC), appointed by the president. To comprise a committee of not more than six members, unless otherwise constituted by the president. All Executive Committee members shall have a vote, except the Executive Director of Alumni Relations.

c. A Nominating Committee will be composed of the immediate past president, who will act as chairman; the association president; the vice president/president elect of the board of directors and the Executive Director of Alumni Relations.

The Nominating Committee will submit nominations for association officers, and new proposed elected directors to the board of directors during the winter meeting. The nominations will be voted upon at this meeting and installed at Spring Meeting.

d. The Ways and Means Committee will be chaired by the vice president/president elect and include University of Idaho Alumni Board members appointed by the president with the consent of the Executive Committee. The Ways and Means Committee will be responsible for proposing operating procedures, statements and policies to the University of Idaho Alumni Board used to conduct the board's business. In addition, it will be responsible for the process of bylaw certification and ensuring the Board's actions are in compliance with the bylaws and adopted procedures.

e. The Alumni Awards and Recognition Committee will be chaired by the current president and include University of Idaho Alumni Board members appointed by the president with the consent of the Executive Committee. The Alumni Awards and Recognition Committee will be responsible to review the nominations for association awards.

f. The Finance Committee will be chaired by the treasurer and include University of Idaho Alumni Board members appointed by the president with the consent of the Executive Committee. The Finance Committee will be responsible for submitting the annual budget disbursements and other processes used to conduct the financial affairs of the University of Idaho Alumni Association, Inc.

8. Proxies: At all meetings of the board of directors, a delegate who is unable to attend may vote by proxy executed in writing. Such proxies will be filed with the Executive Director of Alumni Relations before or at the time of the meeting. If no person is named in the proxy, then such proxy will be voted by the Executive Committee.

9. Removal of Directors: A director may be removed by a 2/3 majority vote of the quorum of the board at a meeting

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ARTICLE VI  
Elections

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1. Officers: All officers except the Executive Director of Alumni Relations will be elected at the winter board of directors meeting. They are to be nominated and elected at the same meeting. Officers serve for a period of one year to begin at the annual board meeting except that they will serve until their successors are duly elected and installed.

2. Directors: All elected directors are elected at the winter meeting, and installed at the annual board meeting at which time they take office for a period of three years or for such term as specified by the board of directors or until their successors are duly elected and installed. No director will serve more than two (2) consecutive elected terms. Officers will be allowed to complete their full elected terms.

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ARTICLE VII

Executive Director of Alumni Relations

The Executive Director of Alumni Relations will be selected according to the affirmative action guidelines of the University of Idaho. The Executive Director of Alumni Relations will be appointed by the Vice President for Advancement. It is recommended that several members of the UIAA board of directors serve on the selection committee.

The Executive Director of Alumni Relations is to be a non-voting member of the board of directors. The Executive Director of Alumni Relations will present at the annual meeting and file with the minutes thereof a report, verified by the president, the treasurer or the Executive Committee, of the general condition of the corporation.

The Executive Director of Alumni Relations will coordinate and administer all alumni activities. Coordinated funding efforts will be directed by the Executive Director of Alumni Relations and a portion of the funds received will be retained by this corporation to cover administrative costs. The Executive Director of Alumni Relations will also be a non-voting member of the Executive Committee.

The Executive Director of Alumni Relations will cause to be transacted the business of the corporation as directed by the board and officers thereof and be responsible for efficient administration of all matters and programs relative to the progress of the corporation and the Office of Alumni Relations. A review of the Executive Director of Alumni Relations' effectiveness will be conducted by the president at the second meeting of the new fiscal year.

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ARTICLE VIII

Chapters, Clubs and Affiliate Groups

The services and programs of the University of Idaho Alumni Association may include a variety of on-going offerings to alumni and friends provided through Chapters, Clubs and Affiliate Groups and will be supported and managed by the Alumni Office. These and other programs, serving geographic areas and



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constituencies, will be examined and redefined from time to time by the board of directors to serve the best interests of the university.

Purpose:

Chapters, clubs and affiliated groups are made up of alumni volunteers in a geographic area that:

- a) Represent the University of Idaho in a manner that reflects the highest standards of the institution;
- b) Serve the interests of the University of Idaho, the Alumni Association and fellow alumni;
- c) Provide programs and services in accordance with the association and university goals;
- d) Actively facilitates and encourages the participation and involvement of alumni and supporters of the university

(The At Large Member of EC, shall serve, along with Alumni Office staff support, as liaison to communicate with Chapters and Clubs, and advise Alumni Association Board of Directors of updates or topics.)

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**ARTICLE IX**  
Fiscal Year

The fiscal year of the association will commence on July 1 and end on June 30 of each year.

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**ARTICLE X**  
Finances

1. Revenue: The association may accept and retain revenue. A reserve fund may be established from this revenue.
2. Compensation: No member, director, officer, employee, or other person connected with the corporation or any other private individual will receive any of the net earnings or retain any profit from the operations of the corporation; provided that this will not prevent the payment to any such person reasonable compensation for services rendered to, or for, the corporation in affecting any of its purposes as will be fixed by the board of directors.
3. Dissolution of Corp/Association: In the event of the dissolution of this Corporation, or in the event it should cease to carry out its purposes, no member, director, officer or individual shall be entitled to or receive any distribution or division of its remaining assets, property or proceeds, and the balance of all property and assets of the Corporation from any sources, after the payment of all debts and obligations of the Corporation shall be vested in the Board of Regents of the University of Idaho in trust for the use and benefit of the University. Any such assets not so disposed of shall be distributed for one or more exempt purposes within meaning of Section 501(c)(3) of the Internal Revenue Code, or shall be distributed to the federal government, or to a state or local government, for public purpose.

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ARTICLE XI

Contracts, Loans, Checks and Deposits

1. Contracts: The board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

2. Loans: No loans will be contracted on behalf of the corporation and no evidences of indebtedness will be issued in its name unless authorized by a resolution of the board of directors. Such authority may be general or confined to specific instances.

3. Checks, Drafts, Etc.: All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation will be signed by such officer or officers, agent or agents, of the corporation and in such manner as will from time to time be determined by resolution of the board of directors.

4. Deposits: All funds of the corporation not otherwise employed will be held by the university determined by resolution of the board of directors.

5. Deposits: All funds of the corporation not otherwise employed will be held by the university Business Office or be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the board of directors may select.

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ARTICLE XII

Order of Business

A standard order of business will be observed in all meetings of the board of directors and when not in conflict with the articles of incorporation and bylaws of the association, Roberts Rules of Order will govern the proceedings of all meetings.

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ARTICLE XIII

Amendments

Amendments to the bylaws may be made at any regular meeting of the board of directors or at any special meeting of the board called for that purpose. These will be approved by a two-thirds (2/3) vote of those in attendance, provided that requirements for a quorum have been met. All proposed changes will be circulated electronically to all board members at least 20 working days prior to the vote.

**CONSENT AGENDA  
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Article XIV  
Conflict of Interest

The unblemished character and good standing of each University of Idaho Alumni Association director is vital to achieve the desired objectives of the Association. Nevertheless, it is expected that, from time to time, issues coming before the Board of Directors may produce a "conflict of interest", financial or otherwise, with certain directors. Each director has an obligation to raise such a conflict with the full board and abstain from voting on any related matter. Furthermore, the full board will take any action deemed necessary to ensure its perceived and real actions are fair and in the best interests of the Association.

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CERTIFICATE

Know all men by these presents, that I, the undersigned Executive Director of Alumni Relations of the University of Idaho Alumni Association, Incorporated, do hereby certify that the foregoing bylaws as amended, except for subsequent amendments, were adopted as the bylaws of said corporation on May 13, 2011, and that the same do now constitute the bylaws of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation this \_\_\_\_ day of \_\_\_\_\_.

Executive Director of Alumni Relations  
Attest  
Association President

The University of Idaho does not discriminate on the basis of race, color, religion, national origin, sex, age or disability in employment or in the admission to or operation of its educational programs and activities as required by federal and state laws. Inquiries may be directed to the university's Affirmative Action Officer or to the Director, Office of Civil Rights, United States Department of Health, Education and Welfare.

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## Statement of Shared Values

*(Adopted Oct. 24, 2002 ~ last amended and approved May 15, 2003)*

1. We represent that the University of Idaho Alumni Association exists for the sole purpose of providing service to the University of Idaho, alumni and friends. The Association provides this service through the Alumni Office with oversight from its board of directors. Given this connection, it is paramount that members of the Alumni Board of Directors and the staff of the Alumni Office conduct themselves with integrity and protect the reputation of the University and the Association.
2. The unblemished character and good standing of each director is vital to achieve the desired objectives of the Association. Nevertheless, it is expected that, from time to time, issues coming before the board may produce a conflict of interest, financial or otherwise, with certain directors. Each director has an obligation to raise such a conflict with the full board and abstain from voting on any related matter. Furthermore, the full board will take any action deemed necessary to ensure its perceived and real actions are fair and in the best interests of the Association.
3. We believe that it is our responsibility to give back to the institution that has given us so much. This can best be accomplished by representing the voice of alumni, by contributing to the University's strategic plan where appropriate, and continuing to build relationships with alumni wherever they may be located.
4. We believe that it is our responsibility to support our alumni with services, programs, awards and facilities that help them continue to proudly identify themselves as alumni of the University of Idaho. We constantly strive to improve delivery of existing programs and find new and better ways to serve the University and our alumni.
5. Recognizing the existence of other entities assisting the University, we will coordinate and maintain strong relations with these organizations whether in a leadership or supporting role.
6. We recognize that proper funding is critical to the success of both the University and the Alumni Association. As such, both the University and the Association should share responsibility for oversight of the Alumni Office and for funding programs they administer.
7. Current and potential students of the University will be tomorrow's Alumni Association members. They are the cornerstone to our future. As such, student/alumni relations must be nurtured with care and compassion. We will continue to work directly with students, faculty, the administration and other stakeholders to nurture this important relationship.
8. Our most precious resource is our alumni. The dedication to the University by our alumni is greater than one finds in most other institutions of higher learning. We believe that with the support of our alumni, the University of Idaho can achieve any goal. To misrepresent or misuse information concerning our alumni or the University of Idaho would be unthinkable.
9. We actively support the fundraising goals of the University as well as providing our alumni with an emotional bridge to their alma mater. If forced to choose, we would rather be friend raisers than fundraisers.

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10. Universities and their related Alumni Associations are, by nature, highly competitive. While we will continually strive to be the best in all we do, we must compete fairly and never denigrate other institutions to further our own agenda. This will only reflect badly on the University of Idaho and our Association.
11. We believe that a financially healthy, focused and vibrant University of Idaho is required to maintain a successful Alumni Association. Although technically independent, the Association's fate is entwined with that of the University. If the needs of the Association and those of the University were ever at odds, we believe that the welfare of the University should come first.

## Strategic Plan

(Approved Oct. 29, 2009 ~ last amended and approved May 14, 2010)

### I. Background

The University of Idaho Alumni Association (UIAA) was formed in 1898. The Alumni Office was established in 1946 to communicate with alumni and provide them with information about the University and their classmates.

The University of Idaho Alumni Association, Inc., is a registered 501(c)(3) nonprofit corporation. Prior to 1994, students earning 26 credits from the University of Idaho were included in the alumni community. In 1994, with the new Banner data base system, the “alumni criteria” changed to include former students who have received a University of Idaho degree or have completed 90 credits or more and thereby considered a part of the alumni community.

The mission of the Alumni Association is to “develop and strengthen lifelong alumni relationships with their alma mater.” Active leadership includes the UIAA national board of directors, club and chapter volunteers and the Alumni Office staff. The UIAA provides awards and recognition programs, assists the University with information and communication efforts and advocates for the University.

The University of Idaho Alumni Association is comprised of more than 95,000 alumni worldwide.

### II. Mission and Vision

Alumni Association Mission Statement

“To develop and strengthen lifelong relationships with University of Idaho alumni.”

#### **Alumni Association Vision Statement**

To promote the vision and core values of University of Idaho’s historic land grant mission of teaching, research and public service

To enlist alumni talents in the preservation and promotion of the image and traditions of the University, to instill and maintain pride in the institution

To serve as a catalyst for communications and involvement between alumni and between alumni and the University of Idaho community.

### III. Goals

- Provide Inspiration and Information for Alumni
- Encourage Reconnection and Bonding with Alumni
- Provide Recognition and Awards for Alumni
- Communicate with University Leadership
- Maintain Relationships with Other University Groups
- Encourage Contributions and Support of the University
- Ensure Quality Governance and Financial Stability of the UIAA, Contributing to the Financial Support of the Alumni Office

**CONSENT AGENDA  
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**IV. Objectives**

This section describes the objectives of the Alumni Association and Alumni Office. The Alumni Association works in close coordination with the Office of Alumni Relations to achieve these objectives.

**1. Provide Inspiration and Information for Alumni**

Provide information using the Vandal Vibe, Alumni Website and electronic online communities.

Use "Classnotes" column and other articles in the Idaho magazine to highlight success stories and to promote on-line and other services.

Support on-line activity, information and social communities served via the web.

**2. Encourage Reconnection and Bonding with Alumni**

Chapters and Clubs: Encourage the creation of new chapters and clubs. Support and sustain clubs and chapters in providing events, programs, activities and services for alumni in their area. Explore new and different approaches to sponsoring University special events off-campus. Promote, support or sponsor gatherings, socials and alumni events on local, regional and national level.

Alumni Volunteers: Develop and support alumni volunteers that participate and serve with leadership in Chapters, Clubs and Affiliate groups. Assist with volunteer service and committees that organize community activities or events/reunions.

GOLD Program and Services: Support the outreach program to young alumni (Graduates Of the Last Decade).

Alumni Center: Pursue a permanent center on campus by supporting the University's

efforts and supporting fund-raising for this project.

Alumni and University Events: Support the design and production of events that help promote and celebrate our connection with the University of Idaho.

Campus Events: Support and/or sponsor celebrations that bring alumni, friends and parents to campus for major events as well as reunions in partnership with colleges, living groups and campus organizations.

**3. Provide Recognition and Awards for Alumni and Friends**

Review and determine recipients of Alumni Awards (Hall of Fame, Silver & Gold, Jim Lyle Award).

Support honorary alumni recognitions, tree plantings and other recognition using press releases the Vandal Vibe, the Classnotes column and magazine highlights of key alumni and campus leaders.

**4. Communicate with University Leadership**

Provide UIAA reports to leadership.

Host or recruit university leaders as guest speakers at the Alumni Association Board meetings, groups/chapters/club gatherings; at alumni events and programs off campus.

**5. Maintain Relationships with Other University Groups**

Partnerships: Build strategic relationships with other university support systems and organizations to increase our effectiveness with University of Idaho stakeholders.

Maintain working relationships with college officers and employees; offering alumni office service, support and consulting to colleges with alumni events/reunions, partnership with campus organizational



## CONSENT AGENDA

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groups and reunions, active relationships with VSF, Foundation, UIRA and SARb.

Support active sharing of information, calendars and news items, in a two-way process, between colleges, living groups, graduated classes and departments. Work in partnership in award nomination process, and award presentation ceremonies with college or campus groups.

### **6. Encourage Contributions and Support of the University**

Develop volunteer alumni association leadership among alumni across the nation.

Support recruitment by encouraging high school student recommendations and supporting recruitment of high school/transfer students.

Provide and encourage financial support of students.

Encourage alumni to support the University and Idaho higher education in their communities and with elected representatives.

### **7. Ensure Quality Governance and Financial Stability of the UIAA, Contributing to the Financial Support of the and Alumni Office**

Identify and recruit candidates for service on the UIAA Board of Directors.

Manage and budget UIAA funds prudently.

Formalize a process to manage the disbursement of UIAA funds using specific criteria.

Prepare an annual budget for UIAA and distribute draft to UIAA directors prior to May 1st annually.

Provide special events and alumni programs with prices that reflect costs and market expectations.

Continue to research and offer workable, and practical affinity or revenue producing programs

Continue research efforts and feasibility study on an alumni dues/membership program.

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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
JUNE 18, 2015**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	<b>NORTH IDAHO COLLEGE PROGRESS REPORT</b>	Information Item
2	<b>PRESIDENTS' COUNCIL REPORT</b>	Information Item
3	<b>IDAHO PUBLIC TELEVISION ANNUAL REPORT</b>	Information Item
4	<b>2016 LEGISLATIVE IDEAS</b>	Motion to Approve
5	<b>INSTITUTION/AGENCY STRATEGIC PLANS</b>	Motion to Approve
6	<b>INDIAN EDUCATION COMMITTEE STRATEGIC PLAN</b>	Motion to Approve
7	<b>AMENDMENT TO BOARD POLICY – SECTION I.Q. ACCOUNTABILITY OVERSIGHT COMMITTEE – SECOND READING</b>	Motion to Approve
8	<b>AMENDMENT TO BOARD POLICY - SECTION I.S. INSTITUTIONAL GOVERNANCE - SECOND READING</b>	Motion to Approve
9	<b>PROPOSED RULE - IDAPA 08.02.01.650 GENERAL EDUCATION DEVELOPMENT TEST/IDAHO HIGH SCHOOL EQUIVALENCY CERTIFICATE</b>	Motion to Approve

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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 18, 2015**

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**SUBJECT**

North Idaho College (NIC) Biennial Progress Report

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

This agenda item fulfills the Board's requirement for North Idaho College to provide a progress report on the institution's strategic plan, details of implementation, status of goals and objectives and information on other points of interest in accordance with a schedule and format established by the Board's Executive Director.

President Dunlap will provide a 15-minute overview of NIC's progress in carrying out the institutions strategic plan.

**IMPACT**

North Idaho College's strategic plan drives the College's integrated planning; programming, budgeting, and assessment cycle and is the basis for the institution's annual budget requests and performance measure reports to the State Board of Education, the Division of Financial Management and the Legislative Services Office.

**ATTACHMENT**

Attachment 1 – Progress Report - Draft

Page 3

**BOARD ACTION**

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

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# State Board of Education

June 18, 2015

Joe Dunlap, President

# Board of Trustees



*Ron Nilson*



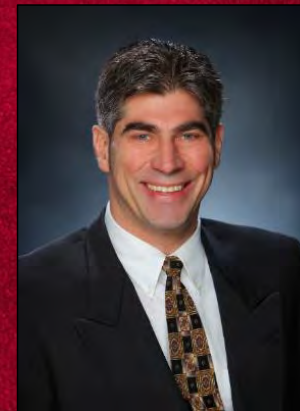
*Christie Wood*



*Judy Meyer*



*Ken Howard*



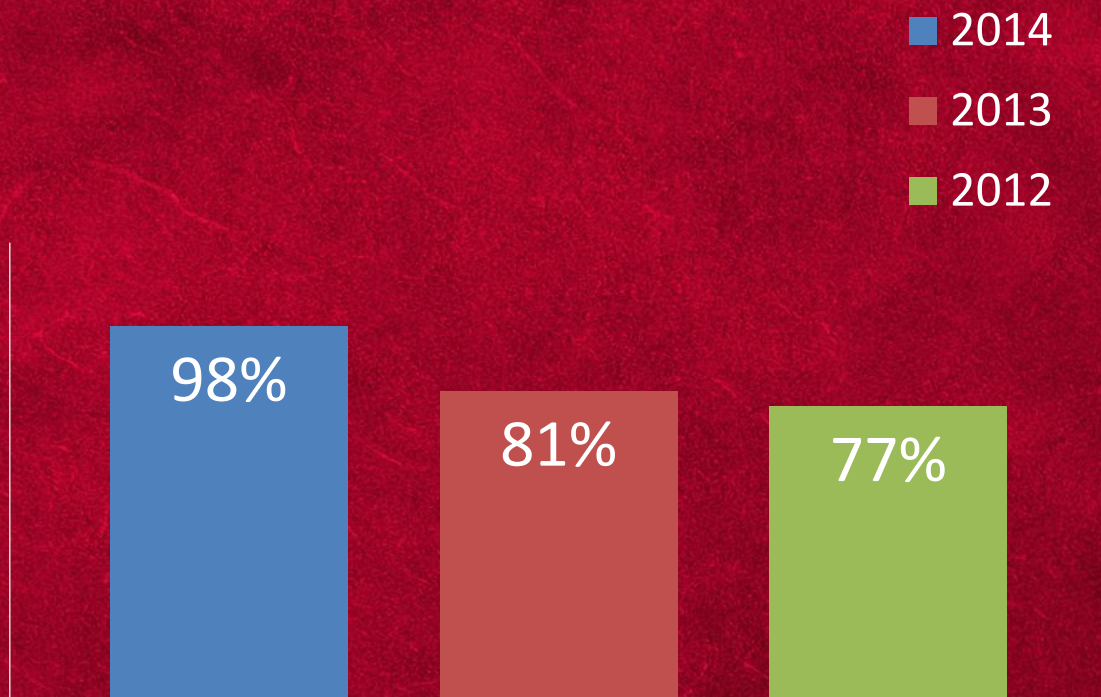
*Todd Banducci*



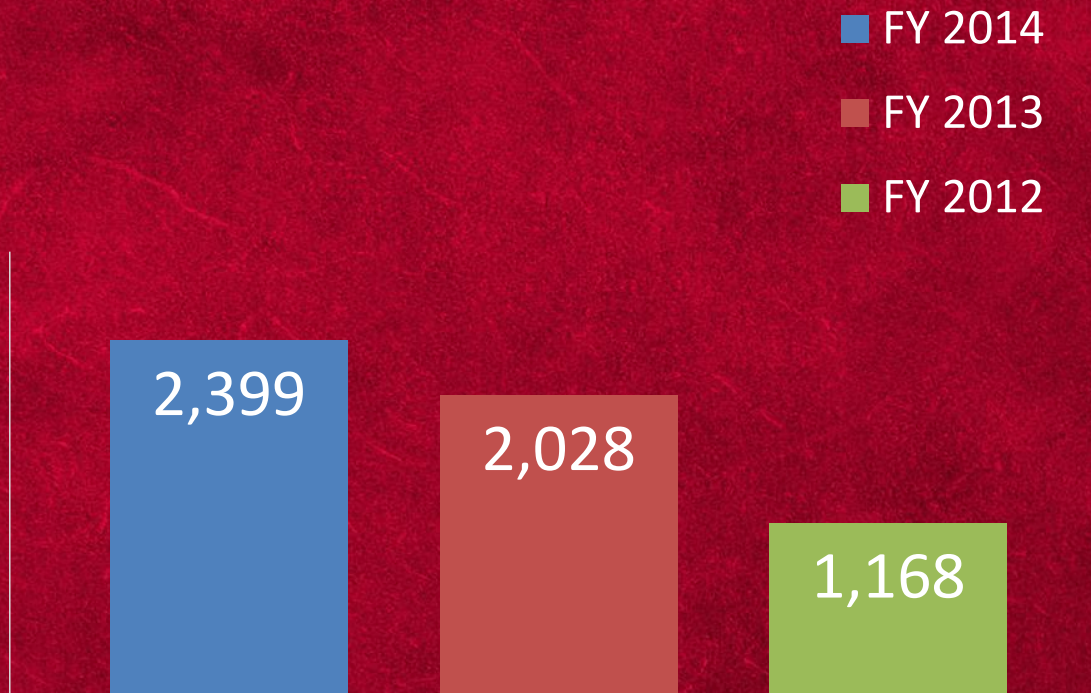
# VFA Student Success Measure

Cohort Year	Awarded a degree or certificate	Transferred without an award	Are still enrolled	Left the Institution	Total
Fall 2007	25.8%	26.3%	5.3%	42.6%	100%
Fall 2006	20.8%	26.0%	5.7%	47.5%	100%
Voluntary Framework of Accountability (VFA) definitions					

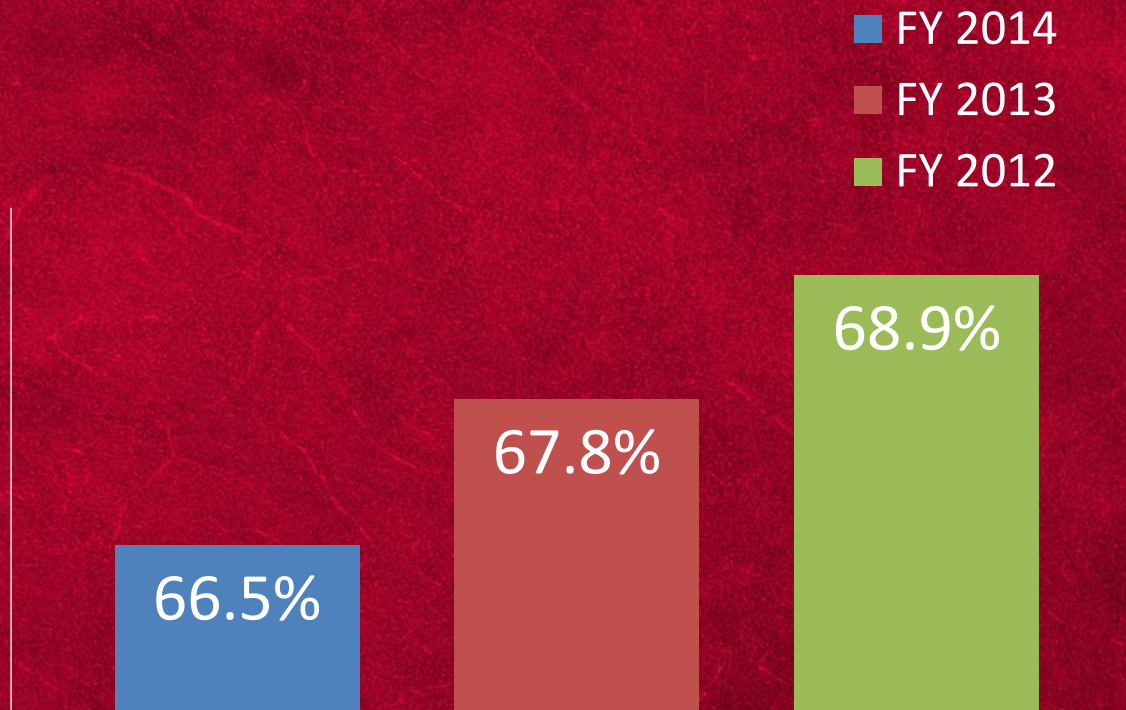
# Licensure Pass Rates



# Dual Credit Annual Credit Hours in the High School Measure



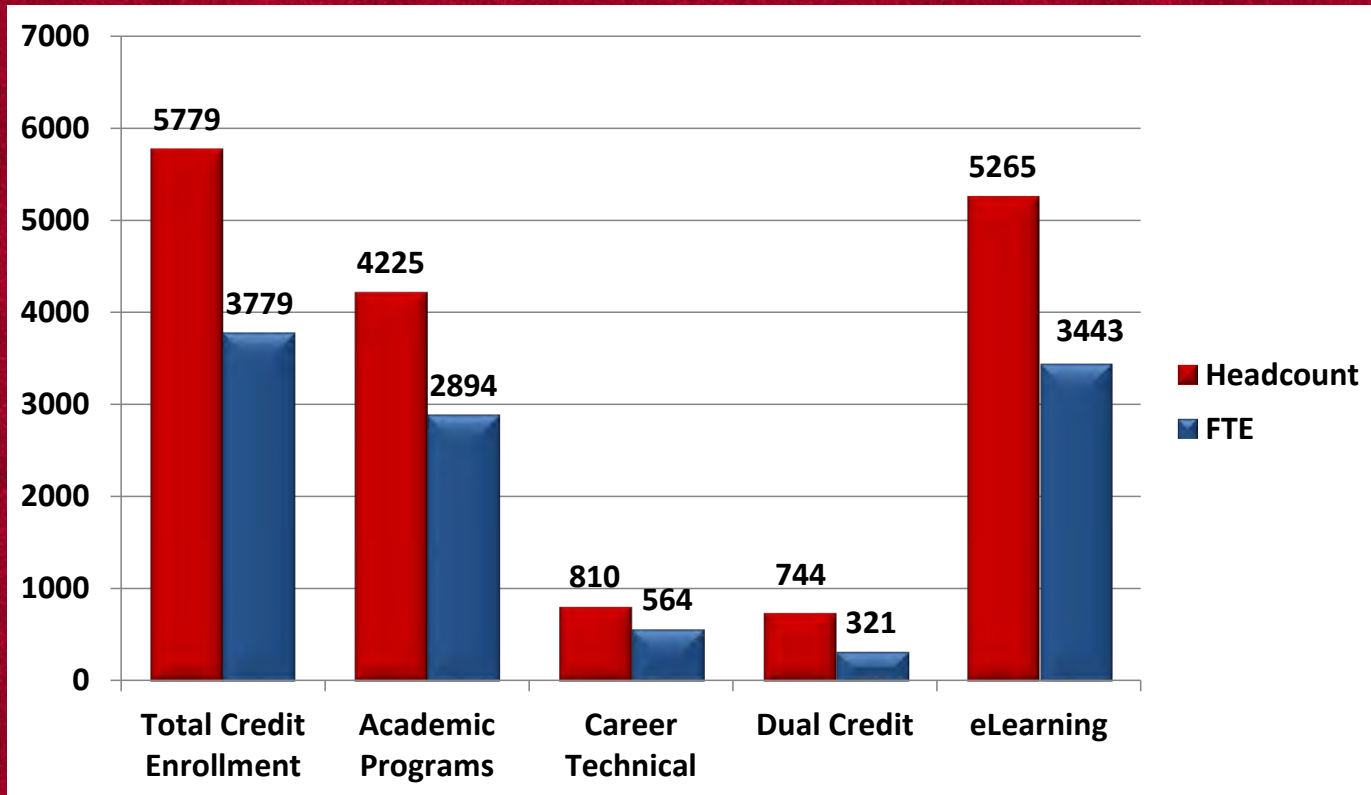
# Remediation



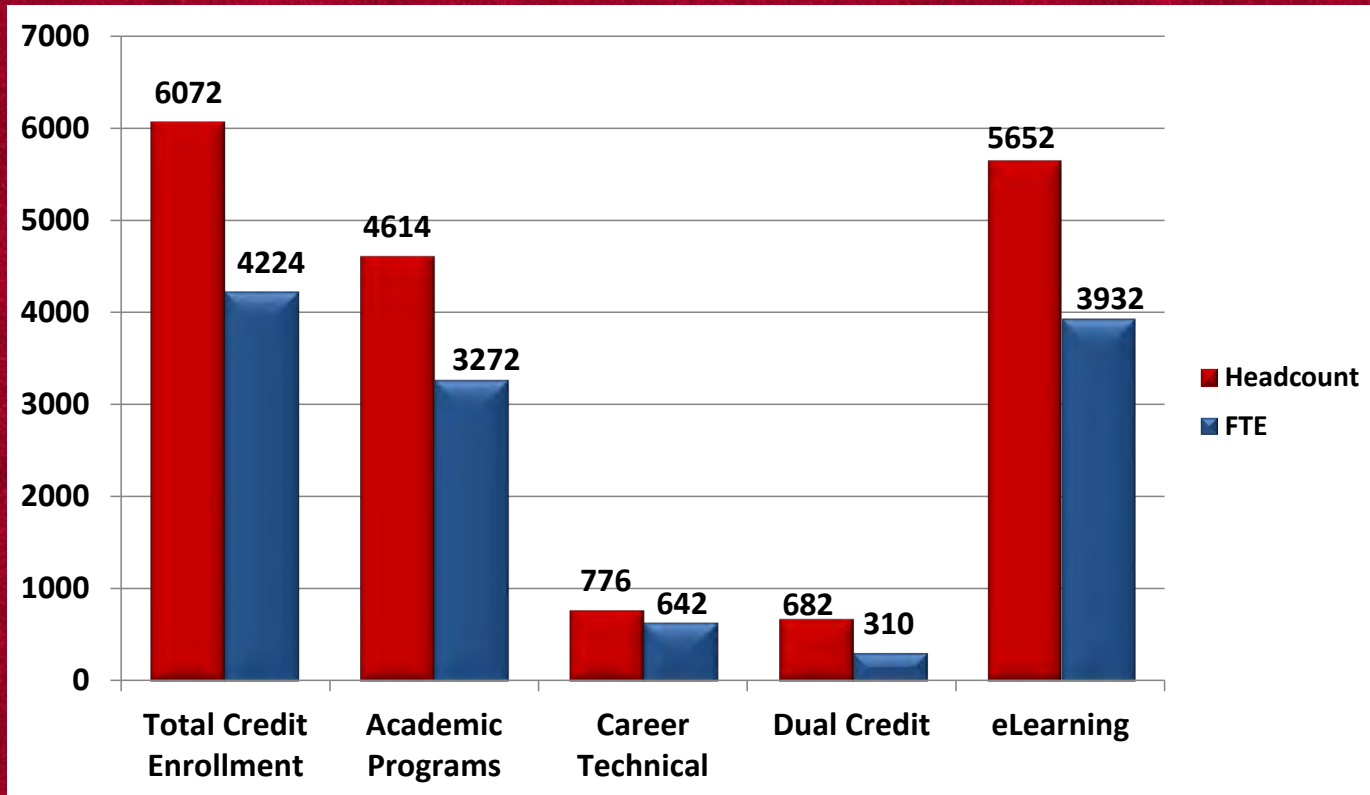
# Budget

Employee Class	FY15 Budget	Average FTE	% of Total Budget
Full time Faculty	\$9,187,960	177	21%
Adjunct Faculty	\$3,086,240	129	7%
Managerial/Professional	\$6,364,156	120	15%
Classified	<u>\$4,316,463</u>	<u>131</u>	10%
Total Salary	\$22,954,819	557	
Fringe Benefits	\$7,395,247		
Salary and Fringe Total	\$30,350,066		
Total Budget	\$49,719,560		
Salary and Fringe as % of total Budget			69%

# Fall 2014 Enrollment



# Spring 2015 Enrollment



## College Updates

- J.A. and Kathryn Albertson Foundation
  - PTECH Network
  - Village Project
- NIC designated state entity for federal Mining Safety Health Administration training grant
- Remediation reform success
- Physical Therapist Assistant program received accreditation



# Health Care Grant \$6.4M

## Idaho Center of Excellence Healthcare Partnership (ICE)

- Dental Hygiene
- Dental Assistant
- Medical Assistant
- Medical Lab Technician
- Pharmacy Tech
- Pre-Pharmacy
- Surgical Tech
- Veteran to RN and Paramedic



# ICE Employer Partners

Consortia Members	Industry Employers
North Idaho College	Idaho Hospital Association, Kootenai Health, Heritage Health, Idaho Rural Health Consortium
Lewis-Clark State College	Idaho Hospital Association, Inland Northwest Health Services Health Training Network
Idaho State University College of Technology	Idaho Hospital Association, The Hospital Cooperative, Bingham Memorial

## ICE Students

- 360 Unique participants
- 237 Participants completing TAACCCT-funded program of study
- 224 Participants employed after TAACCCT-funded program of study completion

# Wood Products Manufacturing Center for Excellence



# Wood Products Manufacturing Center for Excellence

- Three industry partners – 11 mills in North Idaho
  - 1406 jobs (combined)
  - \$607M annual revenue (combined)



# Wood Products Manufacturing Center for Excellence

- Funding
  - \$281K IDOL Grant
  - \$94K Industry Partners
- Goals
  - 116 Participants in 11 courses/3 skill areas
  - Industry recognized credentials and licensing
  - Job advancement – living wage jobs



# Healthcare Career Pathway Grant

- IDOL WDTF Grant \$202,500
- NIC Partnering with three North Idaho healthcare providers
  - Fosters development of a career pathway for Nursing Assistants (CNAs) with industry recognized, national certifications leading to higher wages and encouragement into advanced education



# Capital Projects

## Career Technical Education Building

- Rathdrum Prairie next to KTEC High School
- \$20M / 110,960 SF facility



Northwest Perspective

North Idaho College  
**Career Technical Education Building**





# Career Technical Education Facility



**Automotive**



**Collision Repair**



**Diesel Tech**



**Machining**



**Millwright**



**Outdoor Power  
Rec Vehicle**



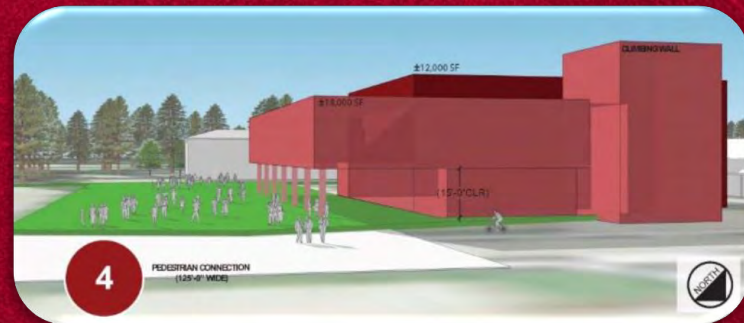
**Welding**



**Computer  
Aided Design**

# Student Wellness Center

- Student-funded \$7.7M



# Joint Use Facility

- Partners include University of Idaho and LCSC
- One stop Student Service Center
- Classrooms, Offices and Labs



# Outreach

- Bonners Ferry
- Sandpoint
- Kellogg



# Questions



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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 18, 2015**

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**PRESIDENTS' COUNCIL**

**SUBJECT**

Presidents' Council Report

**BACKGROUND/DISCUSSION**

President Joe Dunlap, North Idaho Community College President and current chair of the Presidents' Council, will give a report on the recent activities of the Presidents' Council and answer questions. The Presidents' Council last met on June 2<sup>nd</sup>, 2015.

**BOARD ACTION**

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

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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 18, 2015**

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**SUBJECT**

Idaho Public Television (IPTV)

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

This agenda item fulfills the Board's requirement for IPTV to provide a progress report on the agency's strategic plan, details of implementation, status of goals and objectives and information on other points of interest in accordance with a schedule and format established by the Board's Executive Director.

Ron Pisaneschi, General Manager of the Idaho Public Television, will provide an overview of IPTV's progress in carrying out the agency's strategic plan.

**BOARD ACTION**

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

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**SUBJECT**

Legislative Ideas - 2016 Legislative Session

**REFERENCE**

June 2010	The Board approved legislative ideas to be submitted through the Governors Executive Agency Legislation process.
June 2011	The Board approved legislative ideas to be submitted through the Governors Executive Agency Legislation process.
June 2012	The Board approved six (6) legislative ideas to be submitted through the Governors Executive Agency Legislation process.
June 2013	The Board approved eight (8) of eleven (11) legislative ideas to be submitted through the Governors Executive Agency Legislation process.
June 2014	The Board approved ten (10) of twelve (12) legislative ideas to be submitted through the Governors Executive Agency Legislation process.

**BACKGROUND/ DISCUSSION**

As an Executive Agency, the State Board of Education is required to submit electronically all legislative ideas to the Division of Financial Management (DFM) for the Governor's approval. The Board's approval of these legislative ideas is the first step in that process. If approved by the Board and the Governor, the actual legislative language will be brought back to the Board at the August Board meeting for final approval prior to submittal to the legislature for consideration during the 2016 Legislative Session.

The institutions and agencies were requested to submit legislative ideas for Board approval at the June Board meeting in March of this year. The Board office received one (1) legislative ideas from the University of Idaho that required additional follow-up at the time of agenda production from staff prior to being submitted to the Board for consideration. Board staff has identified an additional thirteen (13) potential pieces of legislation, three (3) of which are based on work of two subcommittees of the Governor's Task Force. Three (3) legislative ideas have been submitted by the agencies under the Board.

The following are descriptive summaries of the fifteen (15) legislative ideas that are being proposed:

**1. Youth Education Account**

Statement of Purpose

Title 33, Chapter 47, Idaho Code, established the Youth Education Fund, Board staff were contacted by the Legislative Services Office and asked to consider repealing this Chapter as the Fund does not currently exist and does not appear to have actually been established. The original intent of the legislation was to establish the Fund within the State Treasury and would be comprised of appropriations, donations, contributions, gifts or grants. The Board, the Department of Health and Welfare, the Idaho State Police and the Transportation

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Department could contribute funds to and seek grants from the Fund. Monies from the Fund were to be used exclusively for the production and purchase of radio and television advertising designed to advise children of the risks and problems associated with the use of alcohol, drugs, and tobacco.

Fiscal Note

There would be no fiscal impact.

**2. State Residency for Tuition Purposes**

Statement of Purpose

Amend Section 33-3717B, Idaho Code, to streamline the determination of residency for tuition purposes and to specify that all students who graduate from an Idaho high school and attend a public postsecondary institution within a specified timeframe would be eligible for in-state tuition. Additional changes may also need to be made to section 33-2110A, Idaho Code to assure alignment between the two sections of code. Streamlining the residency determination process will allow for greater access to students as well as reduce the staff time necessary to make these determinations.

Fiscal Note

Board staff are working with institution staff to determine. The fiscal impact will be included with the legislation to the Board at a future meeting should the Board approve it continue through the legislative process.

**3. Transfer of Sick Leave between Educational Entity's**

Statement of Purpose

Amend various sections of Idaho Code to provide clarification on how accrued sick leave is handled between educational entities and the use of transferred sick leave at the time of retirement. These changes would include clarifying between school district employees, Idaho Digital Learning Academy employees and the public institutions.

Fiscal Note

Board staff will work with the institutions and PERSI staff to determine a reasonable estimate of the fiscal impact. At this time it is difficult to quantify based on number of variables involved.

**4. Charter School Non-profit Corporation Limitations**

Statement of Purpose

Adds to existing law (Title 33, Chapter 52) to clarify that a non-profit corporation authorized to organize and manage a public charter school may not operate enterprises other than the public charter school; additional amendments would address issues regarding the number of charter schools that may be organized and managed under a given non-profit corporation.

Fiscal Impact

There is no fiscal impact to the general fund or other funds.

**5. Tax Commission Reporting**

Statement of Purpose

Amend language in Sections 63-315 and 63-1312, Idaho Code, to remove the requirement that the Tax Commission report to the Department of Education certain findings or calculations regarding property valuations.

The Department of Education has indicated that the information reported has not been used in any of the public school funding calculations for some time and is no longer relevant. The Department of Education and Idaho Tax Commission agree that the sections should be amended to remove the reporting requirement.

Fiscal Note

There is no fiscal impact to the general fund or other funds.

**6. School Counselors**

Statement of Purpose

Provide a technical correction to language in Section 33-1212, Idaho Code, regarding the certification requirements for individuals licensed as social workers pursuant to Chapter 32, Title 54, Idaho Code who wish to work in Idaho public schools.

The current language in this section defines counselors as those that meet certain requirements of the State Board of Education or are licensed as provided by chapter 32, Title 54, Idaho code. In the past, the Board approved a rule providing for a certificate and endorsement for these individuals and practice has been to require these individuals to hold this certification. With the amendments to this section of code during the 2015 legislative session, the Board office and Department of Education have received numerous inquiries regarding this requirement, the amendments would provide the requested clarification.

Fiscal Note

There is no fiscal impact to the general fund or other funds.

**7. Acquisition of Real Property Requirements**

Statement of Purpose

Amend existing law to require community colleges to acquire an appraisal prior to entering into a purchase agreement for real property.

Fiscal Note

The fiscal impact to the community colleges would be variable from year-to-year depending on their plans for purchasing real property. This is currently not an annual occurrence.

**8. Scholarship Technical Corrections**

Statement of Purpose

Amend Chapter 43, Title 33, Idaho Code, to provide clarifying language regarding the disability determination for the Armed Forces and Public Safety Officer Scholarship and to make technical corrections.

Fiscal Note

There is no fiscal impact to the general fund or other funds.

**9. Attendance at Schools**

Statement of Purpose

Amend section 33-202, Idaho Code, to expand the compulsory attendance age from age seven (7) to age sixteen (16) to age (6) to age eighteen (18) or high school graduation.

Pursuant to section 33-201, Idaho Code, the current definition of “school age” is between the age of (5) and twenty-one (21) and except under certain circumstances public schools may only provide education to children of school age. Idaho’s compulsory attendance requirements are only for students from the age of seven (7) to the age of sixteen (16). Based on a recent report by the Education Commission of the States, twenty-four (24) states and the District of Columbia require students to attend school until they turn eighteen (18) and Idaho is one (1) of fifteen (15) states that only require students to attend until they turn sixteen (16). On the lower end of the age range twenty-four (24) states require attendance of students at the age of six (6) and additional nine (9), including the District of Columbia, require attendance starting at age five (5). Many states who have expanded their compulsory attendance requirements in recent years have done so to help reduce drop-out rates at the upper end and to increase academic achievement throughout the students educational experience by increasing the rates at the lower end.

Fiscal Note

To be determined.

**Governor’s Task Force Recommendations/Subcommittee Implementation**

**10. Career Ladder Pupil Service Staff**

Statement of Purpose

Amend existing law to establish outcome based criteria for Pupil Service Staff and move them onto the Career Ladder, which was recommended by the Task Force and established during the 2015 legislative session. Additional technical corrections must also be made.

The Task Force’s School Funding subcommittee has made an initial determination to move the Pupil Service Staff onto the Career Ladder. The group has established a workgroup of Pupil Service staff to propose a framework of outcome based criteria that would be relevant to this group of school employees. The subcommittee will bring back a formal recommendation with this criteria to the

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Board for consideration prior to submittal of the final legislation for Board consideration.

**11. Student Literacy**

Statement of Purpose

Amend Section 33-1615, Idaho Code, to clean-up existing language and expand reading interventions for students in kindergarten through grade three, including, but not limited to, full day kindergarten for kindergarten students who have been identified at or below a specified level of proficiency. Additional changes would amend sections 33-1614 and 33-1616, Idaho Code. The proposed changes would make technical corrections to section 33-1614 Idaho Code, regarding the state's reading assessment and remove unnecessary details, including specifics about what the skills should be tested through the state's reading assessment as these details are more appropriately the Idaho Comprehensive Literacy Plan and moving reporting requirements from section 33-1616, Idaho Code and then repealing the remainder of this section as it has become outdated and unnecessary.

The Literacy Subcommittee will bring forward formal recommendations for Board consideration prior to the submittal of the final legislation for Board consideration.

**12. School District Continuous Improvement Plans**

Statement of Purpose

Amend section 33-320, Idaho Code to incorporate the Accountability and Autonomy Task Force subcommittee recommendations into the school district continuous improvement plan process. This includes the addition of definitions for terms to assure there is a common understanding of the requirements and the addition of a requirement for districts to incorporate metrics specific to student readiness and student improvement. This recommendation includes a Career and College Readiness Score, a Career and College Readiness Improvement Score, a High School Readiness Score, a High School Readiness Improvement Score, 7<sup>th</sup> Grade Readiness Score, and 7<sup>th</sup> Grade Readiness Improvement Score, these scores will be applicable based on grade three grade bands: High School, K-8, and K-6. Improvement scores will be based on year over year improvement in the level of readiness produced by the school and would be shown as a percentage of change in the applicable readiness score.

Fiscal Note

There is no fiscal impact to the general fund or other funds.

**13. Public School Funding**

Statement of Purpose

This legislative idea is a place holder for the work that is currently underway by the Task Force's subcommittee on Public School Funding. Initial work by the subcommittee is looking at alternatives to using Average Daily Attendance (ADA) as the base for the majority of public school funding, the timing for the calculations for this funding, the impacts of transferring students during the school year and funding provided for students classified as "Exception Child." It is anticipated that

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the subcommittee's work will take longer than a single year, however, there are some items that they will bring forward to the Board for consideration that would go forward to the Governor prior to the 2016 legislative session.

**Agency Submitted Legislative Ideas**

**14. Vocational Rehabilitation – Federal Aid** (Division of Vocational Rehabilitation)

Statement of Purpose

Amend Chapter 23, Title 33, Idaho Code, to make necessary updates pursuant to changes in federal regulations impacting the Rehabilitation Act of 1973, which governs the Idaho Division of Vocation Rehabilitation. Specially, the Rehabilitation Act of 1973, P.L. 93-112, 93<sup>rd</sup> Congress, as amended by the Workforce Innovation and Opportunity Act (WIOA), P.L. 113-128, 113<sup>th</sup> Congress.

Fiscal Note

The change would not require additional funding, but would shift current funding. The change will require 15% of grant funds to be spent on qualified students with disabilities on pre-employment transition services related costs. Based on current estimates this could result in a shift of approximately \$1.5M.

**15. Professional-Technical High School Funding Model** (Division of Professional-Technical Education)

Statement of Purpose

Amend the current funding formula for professional-technical high schools (Section 33-1002G, Idaho Code) from an Average Daily Attendance (ADA) based model to an Enrollment based model plus incentive funding based on performance standards. In addition, this legislation would base part of the professional-technical high school's funding on performance metrics established by the Idaho Division of Professional-Technical Education. This would incentivize higher quality programs for Idaho students attending these schools.

An enrollment based funding model would more accurately determine the actual costs of delivering professional-technical high school programs and is more easily calculated and administered than the current ADA funding model. This performance based approach would more clearly demonstrate the return on investment provided by professional-technical education and hold professional-technical high schools more accountable for producing results.

Fiscal Note

It is not anticipated that a change to an enrollment and incentive based funding formula would substantially impact or increase the amount of funding generated by the current ADA funding formula but would change the distribution of the funds generated by the formula.



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**16. PTE Secondary Programs Incentive-Based Funding** (Division of Professional-Technical Education)

Statement of Purpose

Amend section 33-1629, Idaho Code, to provide incentive funding for exemplary Professional-Technical Education (PTE) secondary programs. It would provide for incentive-based funding opportunities currently available only for Agricultural and Natural Resources education programs established in 2014 (Section 33-1629, Idaho Code) to all PTE secondary education programs.

The incentive based funding for the PTE Agricultural and Natural Resources education program is driving improvements in the quality of these education programs and this legislation would provide this type of incentive-based funding for the other five PTE education program areas, which include: Business Management and Marketing, Engineering and Technology, Family and Consumer Sciences, Health Professions, and Skilled and Technical Sciences.

This performance based approach would more clearly demonstrate the return on investment provided by professional-technical education and hold PTE programs more accountable for producing results.

The performance measures and procedures for PTE program incentive based funding would be established by the Idaho Division of Professional-Technical Education and approved by the Board.

Fiscal Note

The Agriculture and Natural Resource PTE program represents about 10 percent of PTE secondary program students and faculty. The legislature appropriated \$325,000 in FY2016 to fund the Agriculture and Natural Resource incentive program.

The Division is requesting \$1.1 Million for FY17 to fund the new performance based model.

**IMPACT**

Staff will continue to move the legislative ideas that the Board approves through the legislative process and will bring the legislative language back to the Board at a future meeting for approval. Legislative Ideas not approved will not be submitted to Division of Financial Management.

**STAFF COMMENTS AND RECOMMENDATIONS**

Legislative ideas are required to be submitted to the Division of Financial Management (DFM) by August 3, 2015. During the process of working through legislative ideas, additional ideas of merit sometimes surface before the DFM submittal deadline. The Board has traditionally authorized the Executive Director to submit these ideas. Actual legislative language for all submitted legislative ideas will be brought back to the Board prior to the DFM September deadline for final approval Board approval.

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**BOARD ACTION**

I move to approve the legislative ideas as submitted and to authorize the Executive Director to submit these and additional proposals as necessary through the Governor's legislative process.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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**SUBJECT**

Institution, Agency, and Special/Health Programs Strategic Plans

**REFERENCE**

April 2015

The Board reviewed the institution, agency, and special/health programs strategic plans.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.M.1.  
Section 67-1901 through 67-1903, Idaho Code.

**BACKGROUND/ DISCUSSION**

The State of Idaho requires the institutions, agencies and special/health programs under the oversight of the Board submit an updated strategic plan each year in July. The plans must encompass at a minimum the current year and four years going forward. The Board planning calendar schedules these plans to come forward annually at the April and June Board meetings. This timeline allows the Board to review the plans and ask questions in April, and then have them brought back to the Regular June Board meeting with changes for final approval while still meeting the states timeline. Attached you will find the strategic plans for the institution's, agencies and special/health programs for Board consideration. In addition to those requirements set out in Idaho Code, Board Policy I.M.1. requires each institution and agency develop and maintain five-year strategic plans that are created in accordance with Board guidelines. The policy further states that the plans must contain a comprehensive mission and vision statement, general goals and objectives, and key external factors. Performance measures are required to be developed and updated annually for Board approval, and tied to the strategic plan. Board approval of the performance measure is accomplished through the approval of the strategic plans and the performance measures contain there in.

Over the past several years the Board has requested the Benchmarks contained within the strategic plans be aspirational benchmarks, not merely a continuation of the "status quo." At the April 2015 Board meeting the Board reviewed the institution, agency, and special/health programs strategic plans and based on that review the Board requested the institutions re-evaluation of benchmarks to make sure they are stretch benchmarks and bring back revisions to meet this end if applicable. Additional comments centered around the mission statements in the institutions plans and future consideration to bring forward amendments to make them more meaningful and less of a marketing tool.

Based on discussion at the Board meeting Boise State University, Idaho State University, North Idaho College and Eastern Idaho Technical College have submitted updated strategic plans. The Division of Professional Technical Education submitted a draft plan for the April Board meeting as they were in the midst of creating a completely new strategic plan for the Division and have now submitted the final version of their strategic plan. The University of Idaho, the

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College of Southern Idaho and the College of Western Idaho will be starting a comprehensive review and rewrite of their strategic plans this next year and will bring forward new plans for Board consideration in 2016.

**IMPACT**

Approval of the plans will allow Board staff to submit the plans to the Division of Financial Management and set the performance measures and benchmarks the institutions, agencies, and special/health programs will use in their performance measure reports that are presented to the Board at the October Board meeting.

**ATTACHMENTS**

**Agencies**

Attachment 01 – State Department of Education/Public Schools	Page 5
Attachment 02 – Idaho Division of Vocational Rehabilitation	Page 8
Attachment 03 – Idaho Public Television	Page 26
Attachment 04 – Idaho Division of Professional Technical Education	Page 36

**Institutions**

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Attachment 06 – University of Idaho	Page 64
Attachment 07 – Boise State University	Page 73
Attachment 08 – Idaho State University	Page 85
Attachment 09 – Lewis-Clark State College	Page 108

**Community Colleges**

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Attachment 11 – College of Western Idaho	Page 147
Attachment 12 – North Idaho College	Page 154

**Health/Special Programs**

Attachment 13 – Agricultural Research and Extension	Page 161
Attachment 14 – Forest Utilization Research	Page 167
Attachment 15 -- Idaho Geological Survey	Page 173
Attachment 16 – WIMU (WI) Veterinary Medicine	Page 178
Attachment 17 – WWAMI Medical Education	Page 186
Attachment 18 – Family Medicine Residency (ISU)	Page 194
Attachment 19 – Small Business Development Center	Page 199
Attachment 20 – Idaho Dental Education Program	Page 206
Attachment 21 – Idaho Museum of Natural History	Page 211
Attachment 22 – TechHelp	Page 231

**STAFF COMMENTS AND RECOMMENDATIONS**

At the October 2011 Board meeting the Board requested the institutions include the following performance measures in their strategic plans:

- **Remediation** (number of first-time freshman who graduate from and Idaho High school in the previous year requiring remedial education). *Measures quality/alignment of education at the secondary level. Due to this a meaningful benchmark cannot be set by the institutions. This measure will be included in the cases served section on the annual Performance Measure Report.*

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- **Retention** (number of full-time and part-time freshmen returning for a second year or program completion if professional-technical program of less than one year)
- **Dual Credit** (total credits and # of students)
- **Total certificates and degrees conferred** (number of undergraduate certificate and degree completions per 100 (FTE) undergraduate students enrolled)
- **Cost per credit hour** to deliver education
- **Efficiency** - Certificate (of at least one year in expected length) and degree completions per \$100,000 of education and related spending by institutions (Education & Related spending is defined as the full cost of instruction and student services, plus the portion of institutional support and maintenance assigned to instruction) *This measure is currently reported to IPEDS by each institution.*

Through the planning process working with Board staff, the system-wide performance measures have been refined to make sure there is a common understanding of the measures and they are being reported consistently between the institutions. The performance measures have been refined as follows:

- **Remediation:**  
Number and percentage of first-time freshmen who graduated from an Idaho high school in the previous year requiring remedial education as determined by institutional benchmarks.
- **Retention Rate:**  
Total full-time first-time and transfer students that are retained or graduate the following year (excluding death, military service, and mission).
- **Dual Credit:**  
Total credit hours earned and the unduplicated headcount of participating students.
- **Certificates and Degrees Conferred:**
  - a) Total degree production (as reported in IPEDS).
  - b) Unduplicated graduates over the rolling 3-yr average degree seeking FTE.
- **Cost of College (to determine financials):**
  - a) Cost per credit hour – Financials divided by total weighted undergraduate credit hours from the EWA report (including PTE credits).
  - b) Efficiency – Certificates (of at least 1-year or more) and degree completions per \$100,000 of financials.

The “Remediation” performance measure is not a measure of the institutions performance, but that of the secondary schools the freshmen are coming from. It is included in the list of performance measures and is reported by the institutions, however, it is reported on the performance measure report under “Cases Served” and is not an indicator of the institutions performance.

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**BOARD ACTION**

I move to approve the Institution, Agency, and Special/Health programs strategic plans as submitted.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**Idaho State Department of Education**  
**Public Schools Strategic Plan**  
**FY2016-FY2020**

**Vision Statement**

Supporting Schools and Students to Achieve.

**Mission Statement**

The Idaho State Department of Education is dedicated to providing the highest quality of support and collaboration to Idaho's public schools, teachers, students and parents.

**Indicators of a High-Quality Education System**

- High student achievement
- Low dropout rate
- Closed achievement gap
- All decisions based on needs of children
- Efficient use of all resources
- Individualized and decentralized education

**Guiding Principles**

- Every student can learn and must have a highly effective teacher in every classroom.
- Needs of children must drive any necessary change.
- Current and new resources must focus on the demands of the 21<sup>st</sup> Century.

With these indicators and guiding principles as our focus, the Idaho State Department of Education will increase student achievement by focusing on the following areas:

- Expanding student learning by creating a 21<sup>st</sup> century classroom that is not limited by walls, bell schedules, availability of courses, and geography. Every student and all teachers will have equal access to the latest technology tools.

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- Increasing options for students including charter, magnet, and alternative schools as well as course offerings through digital learning.

The State Department of Education partners with independent school districts and charter schools to ensure all students receive an education that prepares students for successful post-secondary education, employment and life.

**Goal One: Ensure students have the skills and knowledge necessary to succeed from kindergarten to high school graduation and post-secondary education.**

*Objective One: Increase of the number of students proficient or advanced on the ISAT (prior to the implementation of higher standards)*

Performance Measures: Percent of students who score proficient or advanced on the ISAT.

Benchmark: 90 percent of students proficient on reading, 82 percent of students proficient of math, 77 of students proficient in language arts.

*Objective Two. Review standards in English Language Arts and Mathematics.*

Performance Measures: Percentage of students who pass the new SBAC test based on higher English Language Arts and Mathematics standards.

Benchmark: Forty percent of students in grades 3-8 will achieve proficiency on the new ISAT in math and English language arts after it is first administered in Spring 2015.

*Objective Three: Improve access to postsecondary education while in high school.*

Performance Measures: Percentage of students completing an advanced opportunity.

Benchmark: Forty percent of students completing a dual credit, AP course or Tech Prep.

*Objective Four: Every high school junior will take a college readiness exam.*

Performance Measure: Percentage of students who score college- and career-ready in areas of exam: reading, writing and math.

Benchmark: 40 percent of high school students score college and career ready on a college readiness exam.



**Goal Two: Assist districts to Implement their own instructional management system (IMS).**

*Objective One: Development of aggregate-level longitudinal data for individualized student growth expectations.*

Benchmark: Every Idaho student who takes the SBAC has a growth report available to his/her teacher and parents/guardians.



Idaho Division of  
Vocational Rehabilitation

2016 - 2020



## Content and Format

The Plan is divided into four sections. The first three sections describe the programs administered under the Idaho Division of Vocational Rehabilitation (IDVR). Each of the programs described, Vocational Rehabilitation, Extended Employment Services, and the Council for the Deaf and Hard of Hearing, outline specific goals, objectives, performance measures and benchmarks for achieving their stated goals. The final section addresses external factors impacting IDVR.

Since Federal and Idaho State governments operate according to different fiscal years, and since IDVR is accountable to Rehabilitation Services Administration (RSA) on a federal year basis (October 1 – September 30), the agency will use federal year statistics for reporting the Vocational Rehabilitation program portion of IDVR. Any comparisons noted in benchmarks will reflect the most complete FFY data available. Since the Extended Employment Services and the Council for the Deaf and Hard of Hearing programs are state funded only, all reporting will be based on a state fiscal year. This Plan will cover fiscal years (SFY) 2016 through 2020.



## **Vocational Rehabilitation**

### **Vocational Rehabilitation Program Vision Statement**

“Your success at work means our work is a success.”

### **Vocational Rehabilitation Program Mission Statement**

“Preparing individuals with disabilities for employment and community enrichment.”



## Vocational Rehabilitation Program Goals

**Goal #1 – To provide excellent and quality customer service to individuals with disabilities while they prepare to obtain, maintain, or regain competitive employment and long term supported employment.**

1. **Objective:** To provide customers with effective job supports including adequate job training to increase employment stability and retention.

**Performance Measure:** To enhance the level of job preparedness services to all customers.

**Benchmark:** Increase the number of successful rehabilitations in FFY 2016 to meet or exceed FFY 2015 performance.

**Benchmark:** The average hourly wage of all successful rehabilitations in FFY 2016 will exceed FFY2015 year’s average hourly wage.

**Benchmark:** Identify and provide workforce development opportunities for customers specifically in the area of “soft skills” development.

2. **Objective:** To increase employment successes for transition age youth.

- A. **Performance Measure:** To work with Idaho school districts, Special Education Directors, and the State Board of Education to identify and assist transition age youth both internal and external to School-Work Transition projects.

**Benchmark:** The number of transition age youth exiting the IDVR program who achieved an employment outcome in FFY 2016 will exceed FFY 2015 performance.

**Benchmark:** The number of applications for transition aged youth entering the IDVR program in FFY 2016 will exceed FFY 2015 performance.

- B. **Performance Measure:** To provide increased work opportunities while in high school.

**Benchmark:** Evaluate potential mechanisms to support internships and mentorships for customers transitioning from high school.



- 3. **Objective:** To increase customer engagement in the VR process.

**Performance Measure:** Increase customer awareness of vocational information and the decision making process through informed choice.

**Benchmark:** The number of first time approved plans in FFY 2016 will exceed FFY2015.

**Benchmark:** The rehabilitation rate of individuals exiting the IDVR program in FFY 2016 will meet or exceed the Federal performance standard of 55.8%.

- 4. **Objective:** To offer benefit planning to all customers receiving SSI and/or SSDI entering, during and exiting the IDVR process to include Partnership Plus.

**Performance Measure:** To provide information and referral material to customers initiating and completing the IDVR program, specifically Partnership Plus and Medicaid for Workers with Disabilities.

**Benchmark:** Increase Social Security reimbursements to VR in FFY 2016 from FFY 2015 performance.

**Benchmark:** Increase the number of referrals to the WIPA program for benefits counseling in FFY 2016 from FFY 2015 referrals.

**Goal #2 - To provide organizational excellence within the agency.**

- 1. **Objective:** To increase the focus of customer service within the IDVR delivery system.

**Performance Measure:** Provide all customers a satisfaction survey when exiting the IDVR program.

**Benchmark:** Maintain a customer satisfaction rate of at least 90% as demonstrated by “agree” and “strongly agree” ratings on customer surveys in FFY2016.

- 2. **Objective:** To comply with State and Federal regulations.

**Performance Measure:** Enhance the quality of a statewide program and evaluation system.

**Benchmark:** Demonstrate compliance with state and federal regulation through both internal and external audits with zero findings in FFY 2016.

- 3. **Objective:** Utilize training to its maximum capacity for effective staff performance.

- A. **Performance Measure:** Provide all IDVR staff training on policy and procedural changes throughout the agency.



**Benchmark:** Zero audit findings on State and Federal reviews in FFY 2015.

- B. **Performance Measure:** Develop strategies to work effectively with employers and community business organizations.

**Benchmark:** Increase the number of successful rehabilitations in FFY 2016 to meet or exceed FFY 2015 performance.

- 4. **Objective:** IDVR will maintain a comprehensive system of personnel development (CSPD) standard for IDVR counselors.

**Performance Measure:** Evaluate and track annually IDVR counselors' maintenance of CSPD or progress toward achieving CSPD.

**Benchmark:** Vocational Rehabilitation Counselors will maintain all CSPD standards for their position annually. All Vocational Rehabilitation Specialists will continue to work toward and/or achieve meeting CSPD standards in FFY 2016.

**Goal #3 - To have strong relationships with our stakeholders and partners engaged in the mission of Vocational Rehabilitation.**

- 1. **Objective:** For IDVR to be recognized as the expert in the workforce needs of the business community for individuals with disabilities.

- A. **Performance Measure:** To develop a Business Relations position.

**Benchmark:** Implement a Business Relations position in FFY 2016 that will be a resource to employers and staff statewide.

- B. **Performance Measure:** To enhance business networks with employers to include involvement with the Idaho Association of Business and Industry, the Rotary Club, Chamber of Commerce, and human resource organizations.

**Benchmark:** Increase the number of different occupational categories hiring IDVR customers in FFY 2016 from FFY 2015.

- C. **Performance Measure:** To enhance relationships with the Regional Business Specialists from the Department of Labor.

**Benchmark:** Increase the number of different occupational categories hiring IDVR customers in FFY 2016 from FFY 2015.

- 2. **Objective:** Continue to provide partners and stakeholders on-going opportunities to receive information and allow for input into the IDVR process.



**A.** *Performance Measure:* Continue to meet with stakeholders and partners to facilitate communication and understanding of each programs system.

*Benchmark:* Increase the number of applicants entering the IDVR process in FFY 2016 from FFY 2015 performance.

**B.** *Performance Measure:* Continue outreach strategies and information provided to partners and stakeholders.

*Benchmark:* Increase the number of successful rehabilitations in FFY 2016 to meet or exceed FFY 2015 performance.





## Extended Employment Services

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### Mission

Idahoans with significant disabilities are some of the state's most vulnerable citizens. The Extended Employment Services (EES) Program provides people with significant disabilities employment opportunities either in a community supported or workshop setting.

### Vision

Provide meaningful employment opportunities to enable Idaho's Most Severely Disabled to seek, train-for and retain real work success.

### Goal #1 – Continually improve the quality and quantity of Extended Employment services available to eligible Idahoans.

1. **Objective:** Develop and emphasize customer centered services offering increased choice, flexibility and opportunities for meaningful employment.

**Performance Measure:** Provide appropriate levels of long-term support to maximize individual's independence in employment.

**Benchmark:** Five percent reduction in program waitlisted customers.

**Benchmark:** Increase customer choice.

**Benchmark:** Transparency in customer centered allocations.



## Council for the Deaf and Hard of Hearing (CDHH)

### Role of CDHH

CDHH is an independent agency. This is a flow-through council for budgetary and administrative support purposes only with no direct programmatic implication for IDVR. The following is the Council for the Deaf and Hard of Hearing's Strategic Plan.

### Mission

Dedicated to making Idaho a place where persons, of all ages, who are deaf or hard of hearing have an equal opportunity to participate fully as active, productive and independent citizens.

### Vision

To ensure that individuals who are deaf, hard of hearing, or hearing impaired have a centralized location to obtain resources and information about services available.

### Goal #1 – Work to increase access to employment, educational and social-interaction opportunities for persons who are deaf or hard of hearing.

1. *Objective:* Continue to provide information and resources.

*Performance Measure:* Track when information and resources are given to consumers.

*Benchmark:* Create and maintain several brochures and other information about employment, education and social-interaction.

### Goal #2 – Increase the awareness of the needs of persons who are deaf and hard of hearing through educational and informational programs.

1. *Objective:* Continue to increase the awareness.

*Performance Measure:* Give presentations to various groups through education and social media.

*Benchmark:* Present to various organizations including corrections, courts, schools, veterans groups, and businesses about the needs of persons who are deaf and hard of hearing.



**Goal #3 – Encourage consultation and cooperation among departments, agencies, and institutions serving the deaf and hard of hearing.**

1. *Objective:* Continue encouraging consultation and cooperation.

*Performance Measure:* Track when departments, agencies, and institutions are cooperating (such as Department of Corrections and Health and Welfare.)

*Benchmark:* Present to various local, state, and federal (if requested) agencies about the need for cooperation providing services needed for deaf and hard of hearing individuals.

**Goal #4 – Provide a network through which all state and federal programs dealing with the deaf and hard of hearing individuals can be channeled.**

1. *Objective:* The Council’s office will provide the network.

*Performance Measure:* Track when information is provided.

*Benchmark:* The Council will continue to maintain a network through their website, brochures, telephone calls, video phone calls and personal communication.

**Goal #5 – Determine the extent and availability of services to the deaf and hard of hearing, determine the need for further services and make recommendations to government officials to insure that the needs of deaf and hard of hearing citizens are best served.**

1. *Objective:* The Council will determine the availability of services available.

*Performance Measure:* The Council will facilitate meetings to determine the needs.

*Benchmark:* The Council will continue to monitor the recommendations of the Mental Health Task Force and Findings and Recommendations for Provision of Mental Health Services from the Idaho Council for the Deaf and Hard of Hearing Report 2014, as issued by the Division of Behavioral Health Analysis and Response to ensure compliance.

*Benchmark:* The Council will support the Legislative process for the Licensure of Sign Language Interpreters.

**Goal #6 – To coordinate, advocate for, and recommend the development of public policies and programs that provide full and equal opportunity and accessibility for the deaf and hard of hearing persons in Idaho.**



1. **Objective:** The Council will make available copies of policies concerning deaf and hard of hearing issues.

**Performance Measure:** Materials that are distributed about public policies.

**Benchmark:** The Executive Director of the Council for the Deaf and Hard of Hearing will continue to facilitate meetings with different agencies including Health and Welfare, corrections, schools, veteran’s groups, and businesses to create public policy, including Interpreter standards.

**Goal #7 – To monitor consumer protection issues that involves the deaf and hard of hearing in the state of Idaho.**

1. **Objective:** The Council will be the “go to” agency for resolving complaints from deaf and hard of hearing consumers concerning the Americans with Disabilities Act.

**Performance Measure:** Track how many complaints are received regarding the ADA.

**Benchmark:** The Council will provide information and create brochures regarding all aspects of the ADA that affect persons with hearing loss. In addition, the Council will partner with the Northwest ADA Center – Idaho to provide accurate information and guidance, on disability, rehabilitation, business, rehabilitation engineering, special education, the build environment, accessibility to buildings, website accessibility, civil rights law, and the role of the ADA Coordinator

**Goal #8 – Submit periodic reports to the Governor, the legislature, and departments of state government on how current federal and state programs, rules, regulations, and legislation affect services to persons with hearing loss.**

1. **Objective:** The Council will submit reports.

**Performance Measure:** Reports will be accurate and detailed.

**Benchmark:** The Council will continue to create and provide periodic reports to the Governor’s office. The Council will continue to present a needs assessment report to certain departments/agencies as needed.

## External Factors Impacting IDVR

The field of Vocational Rehabilitation is dynamic due to the nature and demographics of the customers served and the variety of disabilities addressed. Challenges facing the Division include:

### Adequate Supply of Qualified Personnel

IDVR is dedicated to providing the most qualified personnel to address the needs of the customers they serve. Challenges in recruitment have been prevalent over the past several years. Recruiting efforts have been stifled by low wages as compared to other Idaho state agencies as well as neighboring states. IDVR has identified the need to develop relationships with universities specifically offering a Master's Degree in Rehabilitation Counseling. Furthermore, IDVR has identified universities offering coursework for other degree programs that will meet eligibility for the Certification in Rehabilitation Counseling (CRC). Lastly, IDVR has collaborated with the University of Idaho to advance the profession of rehabilitation counseling.

### State and Federal Economic and Political Climate

While Idaho has seen some improvement in its economic growth over the past year there are a variety of influences which can affect progress. Influences can vary from natural disasters to international conflicts. Individuals with disabilities have historically experienced much higher unemployment rates, even in strong economic times. Furthermore, Idaho has one of the highest percentages per capita of workers in the country making minimum wage. IDVR recognizes this and strives to develop relationships within both the private and public sectors in an effort to increase employment opportunities and livable wages for its customers.

The political elements are by far the most difficult for IDVR to overcome. At the state level, the Division is subject to legislative action regarding annual budget requests including service dollars and personnel expansion. Any legislation pertaining to service provision either by public or private sectors will have a definite impact on Division services and service providers.

IDVR is also affected by decisions made at the federal level. Significant changes impacting the Vocational Rehabilitation program came into light on July 22, 2014, with the enactment of the Workforce Innovation and Opportunity Act (WIOA). This law replaces the Workforce Investment Act (WIA), which formerly governed the Vocational Rehabilitation program. WIOA includes many substantial changes aimed to improve the nation's workforce development system to help states and local areas better align workforce programs with each other and with the needs of employers for a skilled workforce

While all of the implications to WIOA are still unclear, IDVR is taking steps to strategize and incorporate those changes that can be implemented now. IDVR is also working with the core WIOA partners to develop strategies on initiatives that require joint collaboration, such as the combined plan and common performance measures.



WIOA will require IDVR to implement substantial programmatic changes. These changes will impact policy development, staff training, and compliance reporting requirements. Fiscal and programmatic requirements to increase and expand services to students and youth with disabilities will be challenges the division will need to prioritize and strategically evaluate.

Funding reductions on both the State and Federal level have and will continue to impact partnerships and comparable benefits available to the IDVR. For example, reduced budgets to school districts have impacted collaborative agreements. These agreements have allowed IDVR to use nonfederal funds to match federal dollars, therefore increasing the amount of dollars available to IDVR.

### **Adequate Availability of Services**

Due to the rural nature of Idaho, there are isolated pockets of the state with limited vendor option. This can directly impact customer informed choice. Furthermore, a vendor's inability to meet required credentialing under IDAPA will significantly reduce or eliminate a customer's options. Lastly, changes to other program criteria will eliminate services to customers. A change in Health and Welfare's criteria for the HCBS Medicaid Waiver is one example affecting program services.

### **Technological Advances in Both Assistive Rehabilitation Products and Information Technology**

IDVR recognizes the importance of both information and assistive technology advances as intricate to the success of the division as well as the customers it serves. The cost and rapid changes in these technologies influence the overall program success. IDVR is dedicated to keeping current of the latest trends in both assistive rehabilitation technology and information technology, and in training Vocational Rehabilitation Counselors and staff. IDVR employs an Information Technology staff to develop innovative ways to utilize technology in carrying out its mission. IDVR also collaborates with the Idaho Assistive Technology Project through the University of Idaho with center locations throughout the state.

All staff of the Idaho Division of Vocational Rehabilitation takes pride in providing the most effective, efficient services available to individuals with disabilities seeking employment. Management is committed to continued service to the people of Idaho. The goals and objectives outlined in the IDVR Strategic Plan are designed to maximize the provision of services to Idahoans with disabilities as well as promote program accountability.

## SFY 2016-2020 STRATEGIC PLAN SUPPLEMENT

The following is a supplement to the SFY 2016-2020 Strategic Plan. It highlights the Vocational Rehabilitation and Extended Employment Service performance measures and accompanying benchmark(s). The Vocational Rehabilitation Program is primarily a federally funded program that assesses performance on a Federal Fiscal Year (FFY) basis (October 1-September 30); therefore input and data is based on the FFY. The Extended Employment Services Program is state only funded program; therefore input and data will be based on the SFY.

It should be noted that the Council for the Deaf and Hard of Hearing (CDHH) is an independent agency. This is a flow-through council for budgetary and administrative support purposes only with no direct programmatic implication for IDVR. Idaho code authorizes the Governor to assign the Council to a department within the state government. The Council reports directly to the Governor appointed CDHH board of directors. The CDHH board oversees the requests, functions and priorities of the Council.

### Vocational Rehabilitation

**Performance Measure:** To enhance the level of job preparedness services to all customers.

**Benchmark:** Increase the number of successful rehabilitations in FFY 2016 to meet or exceed FFY 2015 performance.

FFY 2014 = 1978 successfully rehabilitated individuals

**Benchmark:** The average hourly wage of all successful rehabilitations in FFY 2016 will exceed FFY 2015 year's average hourly wage.

FFY 2014 average hourly wage for VR customers (post services) = \$11.16 per hour

**Benchmark:** Identify and provide workforce development opportunities for customers specifically in the area of "soft skills" development.

Based on the completion of IDVR's Comprehensive Statewide Needs Assessment in FFY 2013, it was identified that employers specifically want workers to have strong "soft skills" coming into employment. IDVR began delivering *WorkStrides* workshops to customers around the state in FFY2014. This strengths and empowerment based workshop has soft skills development woven throughout the curriculum.

**Performance Measure:** To work with Idaho school districts, Special Education Directors, and the State Board of Education to identify and assist transition age youth both internal and external to School-Work Transition projects.

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**Benchmark:** The number of transition age youth exiting the IDVR program who achieved an employment outcome in FFY 2016 will exceed FFY 2015 performance.

546 transition age youth achieved an employment outcome in FFY 2014.

**Benchmark:** The number of applications for transition aged youth entering the IDVR program in FFY 2016 will exceed FFY 2015 performance.

Number of applications for transition aged youth in FFY2014: 1629

**Performance Measure:** To provide increased work opportunities while in high school.

**Benchmark:** Evaluate potential mechanisms to support internships and mentorships for customers transitioning from high school.

Based on the completion of IDVR's Comprehensive Statewide Needs Assessment in FFY2013, it was identified that internships and mentorships could be valuable to assist in the transition of a student from secondary to post-secondary or to successful employment.

With the enactment of the Workforce Innovation and Opportunity Act (WIOA), IDVR is working with partners to increase and develop more opportunities for students and youth with disabilities pre-employment transition related services, which include internship and employment experiences.

**Performance Measure:** Increase customer awareness of vocational information and the decision making process through informed choice.

**Benchmark:** The number of first time approved plans in FFY 2016 will exceed FFY 2015.

Number of first time approved plans in FFY 2014: 3523

**Benchmark:** The rehabilitation rate of individuals exiting the IDVR program in FFY 2016 will meet or exceed the federal performance standard of 55.8%.

The percentage of individuals receiving services under an Individualized Plan for Employment who achieve employment (successful closures after plan divided by the total of successful and unsuccessful closures after plan). This percentage will meet or exceed 55.8%.

FFY 2014 rate = 58.19%

**Performance Measure:** To provide information and referral material to customers initiating and completing the IDVR program, specifically Partnership Plus and Medicaid for Workers with Disabilities.

**Benchmark:** Increase Social Security reimbursements to VR in FFY 2016 from FFY 2015 performance.



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FFY 2014 Reimbursements = \$310,456.00

**Benchmark:** Increase the number of referrals to the WIPA program for benefits counseling in FFY 2016 from FFY 2015 referrals.

In FFY 2014, 372 referrals were identified as WIPA referrals in the IDVR case management system.

**Performance Measure:** Provide all customers a satisfaction survey when exiting the IDVR program.

**Benchmark:** Maintain a customer satisfaction rate of at least 90% as demonstrated by “agree” and “strongly agree” ratings on customer surveys in FFY 2016.

IDVR significantly modified and enhanced the process of querying customer satisfaction in an effort to better understand our customer’s overall satisfaction of the program, regardless of their point of exit from the VR program. IDVR centralized survey distribution and also moved to providing more electronic surveys, except for customers without an e-mail address or who do not wish to participate in the electronic survey. Because of the magnitude of the changes, IDVR is not able to accurately report on customer satisfaction results for this fiscal year. Streamlined results will be available for fiscal year 2015.

**Performance Measure:** Enhance the quality of a statewide program and evaluation system.

**Benchmark:** Demonstrate compliance with state and federal regulation through both internal and external audits with zero findings in FFY 2016.

IDVR experienced two fiscal audit findings related to federal reporting procedures and maintenance of effort in FY2014. No findings were reported in the field services component of the VR program.

**Performance Measure:** Provide all IDVR staff training on policy and procedural changes throughout the agency.

**Benchmark:** Zero audit findings on state and federal reviews in FFY 2016.

IDVR experienced two fiscal audit findings related to federal reporting and maintenance of effort in FY2014. No findings were reported in the field services component of the VR program.

**Performance Measure:** Develop strategies to work effectively with employers and community business organizations.

**Benchmark:** Increase the number of successful rehabilitations in FFY 2016 to meet or exceed FFY 2015 performance.

FFY 2014 = 1978 individuals were successfully rehabilitated.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
JUNE 18, 2015**

**Performance Measure:** Evaluate and track annually IDVR counselors' maintenance of CSPD or progress toward achieving CSPD.

**Benchmark:** Vocational Rehabilitation Counselors will maintain all CSPD standards for their position annually. All Vocational Rehabilitation Specialist staff will continue to work toward and/or achieve CSPD in FFY 2016.

VRC's will maintain CSPD standard and VRS's will work toward/or achieve the standard based on the agency's policy.

**Performance Measure:** To develop a Business Relations position.

**Benchmark:** Implement a Business Relations position in FFY 2016 that will be a resource to employers statewide.

This was identified as a need from IDVR's Comprehensive Statewide Needs Assessment and input from our public forums in FFY2013. IDVR began initial evaluation for the implementation of this position, with more work to follow in the next state FY.

**Performance Measure:** To enhance business networks with employers to include involvement with the Idaho Association of Business and Industry, the Rotary Club, Chamber of Commerce, and human resource organizations.

**Benchmark:** Increase the number of different occupational categories hiring IDVR customers in FFY 2016 from FFY 2015.

**FFY2014 Occupational Category Data:**

<u>Occupation Category</u>	<u># Employed</u>	<u>Percentage (%)</u>
Service Occupations	925	47%
Prod, Const., Operating, Maint. & Material Handling	477	24%
Professional, Paraprofessional and Technical	290	15%
Clerical and Administrative Support	104	5%
Sales and Related Occupations	79	4%
Managerial and Administrative	57	3%
Agricultural, Forestry, Fishing and Related	36	2%
Healthcare Practitioners	3	.15%
Healthcare Support Occupations	2	.10%
Education, Training, and Library Occupations	2	.10%
Computer and Mathematical Occupations	2	.10%
RSA Special Occupations and Miscellaneous	1	.05%
Protective Service Occupations	1	.05%
Production Occupations	1	.05%
Personal Care and Service	1	.05%

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Community and Social Service Occupations 1 .05%

**Performance Measure:** To enhance relationships with the Regional Business Specialists from the Department of Labor.

**Benchmark:** Increase the number of different occupational categories hiring IDVR customers in FFY 2016 from FFY 2015.

**See the above benchmark**

**Performance Measure:** Continue to meet with stakeholders and partners to facilitate communication and understanding of each programs system.

**Benchmark:** Increase the number of applicants entering the IDVR process in FFY 2016 from FFY 2015 performance.

Number of applicants entering VR in FFY2015: 5584

## Extended Employment Services

**Performance Measure:** Provide appropriate levels of long-term support to maximize individual's independence in employment.

Through collaboration and fostering close working relationships with our Extended Employment Services customers, Community Rehabilitation Partners, employers, and by developing methods of tailoring services to customers' needs we are providing appropriate employment supports.

**Benchmark:** Five percent reduction in program waitlisted customers.

SFY 2014 = 746 individuals were waitlisted

**Benchmark:** Increase customer choice.

Through continuation of program protocols that allows money to "Follow the Customer" rather than assessing program allocations to Community Rehabilitation Programs, EES customers' choice is strengthened by ensuring they have the ability to change providers if their needs could be better served elsewhere.

**Benchmark:** Transparency in customer centered allocations.

Evaluate and implement case management services to meet EES customers' needs in order to provide appropriate employment supports, maximizing independence.



*Idaho Public  
Television*  
**STRATEGIC PLAN**  
**FY 2016-2020**

## Idaho Public Television STRATEGIC PLAN FY 2016-2020

Idaho Public Television is an integral part of the State Board of Education's overall plan and process for the delivery of quality education throughout Idaho. This Plan describes the primary vision, needs, concerns, goals and objectives of the staff and administration toward achieving those goals. The mission and vision of our agency reflect an ongoing commitment to meet the needs and reflect the interests of our varied audiences.

Idaho Public Television's services are in alignment with the guiding goals & objectives of the State Board of Education (SBoE). This Plan displays SBoE goals alongside the Agency's Strategic Planning Issues.

\_\_\_\_\_  
(3/12/15)  
Ron Pisaneschi  
General Manager  
Idaho Public Television

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### VISION STATEMENT

Inspire, enrich and educate the people we serve, enabling them to make a better world.

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### MISSION STATEMENT

The mission of Idaho Public Television is to meet the needs and reflect the interests of its varied audiences by:

- Establishing and maintaining statewide industry-standard delivery systems to provide television and other media to Idaho homes and schools;
- Providing quality educational, informational and cultural television and related resources;
- Creating Idaho-based educational, informational and cultural programs and resources;
- Providing learning opportunities and fostering participation and collaboration in educational and civic activities; and
- Attracting, developing and retaining talented and motivated employees who are committed to accomplishing the shared vision of Idaho Public Television.

## Idaho Public Television STRATEGIC PLAN FY 2016-2020

### **SBoE Goal 1: A WELL-EDUCATED CITIZENRY**

The educational system will provide opportunities for individual advancement.

#### **IdahoPTV Objectives:**

- 1) Progress toward digital implementation as a statewide infrastructure in cooperation with public and private entities.
  - Performance Measures:
    - Number of DTV translators.
      - Benchmark: FY16 – 48 of 49
      - Benchmark: FY20 – 48 of 49  
(established by industry standard)
    - Number of cable companies carrying our prime digital channel.
      - Benchmark: FY16 – 28
      - Benchmark: FY20 – 28  
(established by industry standard)
    - Number of Direct Broadcast Satellite (DBS) providers carrying our prime digital channel.
      - Benchmark: FY16 – 8
      - Benchmark: FY20 – 8  
(established by industry standard)
    - Percentage of Idaho's population within our DTV signal coverage area.
      - Benchmark: FY16 – 98.5%
      - Benchmark: FY20 – 98.5%  
(established by industry standard)
- 2) Nurture and foster collaborative partnerships with other Idaho state entities and educational institutions to provide services to the citizens of Idaho.
  - Performance Measure:
    - Number of partnerships with other Idaho state entities and educational institutions.
      - Benchmark: FY16 – 21
      - Benchmark: FY20 – 26  
(established by agency research)
- 3) Operate an efficient statewide delivery/distribution system.
  - Performance Measure:
    - Total FTE in content delivery and distribution.
      - Benchmark: FY16 – less than 29
      - Benchmark: FY20 – less than 24  
(established by industry standard)

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 18, 2015**

- 4) Provide access to IdahoPTV television content that accommodates the needs of the hearing and sight impaired.
  - Performance Measures:
    - Percentage of broadcast hours of closed captioned programming (non-live, i.e. videotaped) to aid visual learners and the hearing impaired.
      - Benchmark: FY16 – 97.5%
      - Benchmark: FY20 – 100%
      - (established by industry standard)
    - Percentage of online hours of closed captioned programming (non-live, i.e. videotaped) to aid visual learners and the hearing impaired.
      - Benchmark: FY16 – 15%
      - Benchmark: FY20 – 75%
      - (established by industry standard)
  
- 5) Provide access to IdahoPTV new media content to citizens anywhere in the state, which supports citizen participation and education.
  - Performance Measures:
    - Number of visitors to our websites.
      - Benchmark: FY16 – 1,500,000
      - Benchmark: FY20 – 1,750,000
      - (established by agency research)
    - Number of visitors to IdahoPTV/PBS video player.
      - Benchmark: FY16 – 30,000
      - Benchmark: FY20 – 50,000
      - (established by agency research)
    - Number of alternative delivery platforms and applications on which our content is delivered.
      - Benchmark: FY16 – 4
      - Benchmark: FY20 – 12
  
- 6) Broadcast educational programs and provide related resources that serve the needs of Idahoans, which include children, ethnic minorities, learners, and teachers.
  - Performance Measure:
    - Number of broadcast hours of educational programming.
      - Benchmark: FY16 – 28,000
      - Benchmark: FY20 – 29,000
      - (established by agency research)
  
- 7) Contribute to a well-informed citizenry.
  - Performance Measure:
    - Number of broadcast hours of news, public affairs and documentaries.
      - Benchmark: FY16 – 12,500
      - Benchmark: FY20 – 12,500
      - (established by agency research)

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 18, 2015**

- 8) Provide relevant Idaho-specific information.
  - Performance Measure:
    - Number of broadcast hours of Idaho-specific educational and informational programming.
      - Benchmark: FY16 – 2,000
      - Benchmark: FY20 – 2,000  
(established by agency research)
- 9) Provide high-quality, educational television programming and new media content.
  - Performance Measure:
    - Number of awards for IdahoPTV media and services.
      - Benchmark: FY16 – 40
      - Benchmark: FY20 – 50  
(established by industry standard)
- 10) Be a relevant, educational and informational resource to all citizens.
  - Performance Measure:
    - Full-day average weekly cume (percentage of TV households watching) as compared to peer group of PBS state networks.
      - Benchmark: FY16 – 21.3%
      - Benchmark: FY20 – 21.3%  
(established by industry standard)
- 11) Operate an effective and efficient organization.
  - Performance Measure:
    - Successfully comply with FCC policies/PBS programming, underwriting and membership policies/and CPB guidelines.
      - Benchmark: FY16 – Yes/Yes/Yes
      - Benchmark: FY20 – Yes/Yes/Yes  
(established by industry standard)

**SBoE GOAL 2: CRITICAL THINKING AND INNOVATION**

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

**IdahoPTV Objectives:**

- 1) Nurture and foster collaborative partnerships with other Idaho state entities and educational institutions to provide services to the citizens of Idaho.
  - Performance Measure:
    - Number of partnerships with other Idaho state entities and educational institutions.
      - Benchmark: FY16 – 21
      - Benchmark: FY20 – 26  
(established by agency research)



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 18, 2015**

- 2) Provide access to IdahoPTV new media content to citizens anywhere in the state, which supports citizen participation and education.
  - Performance Measures:
    - Number of visitors to our websites.
      - Benchmark: FY16 – 1,500,000
      - Benchmark: FY20 – 1,750,000  
(established by agency research)
    - Number of visitors to IdahoPTV/PBS video player.
      - Benchmark: FY16 – 30,000
      - Benchmark: FY20 – 50,000  
(established by agency research)
- 3) Broadcast educational programs and provide related resources that serve the needs of Idahoans, which include children, ethnic minorities, learners, and teachers.
  - Performance Measure:
    - Number of broadcast hours of educational programming.
      - Benchmark: FY16 – 28,000
      - Benchmark: FY20 – 29,000  
(established by agency research)
- 4) Contribute to a well-informed citizenry.
  - Performance Measure:
    - Number of broadcast hours of news, public affairs and documentaries.
      - Benchmark: FY16 – 12,500
      - Benchmark: FY20 – 12,500  
(established by agency research)
- 5) Provide relevant Idaho-specific information.
  - Performance Measure:
    - Number of broadcast hours of Idaho-specific educational and informational programming.
      - Benchmark: FY16 – 2,000
      - Benchmark: FY20 – 2,000  
(established by agency research)
- 6) Provide high-quality, educational television programming and new media content.
  - Performance Measure:
    - Number of awards for IdahoPTV media and services.
      - Benchmark: FY16 – 40
      - Benchmark: FY20 – 50  
(established by agency research)
- 7) Be a relevant, educational and informational resource to all citizens.
  - Performance Measure:
    - Full-day average weekly cume (percentage of TV households watching) as compared to peer group of PBS state networks.
      - Benchmark: FY16 – 21.3%
      - Benchmark: FY20 – 21.3%  
(established by industry standard)

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 18, 2015**

- 8) Operate an effective and efficient organization.
- Performance Measure:
    - Successfully comply with FCC policies/PBS programming, underwriting and membership policies/and CPB guidelines.
      - Benchmark: FY16 – Yes/Yes/Yes
      - Benchmark: FY20 – Yes/Yes/Yes  
(established by industry standard)

**SBoE GOAL 3: EFFECTIVE AND EFFICIENT DELIVERY SYSTEMS**

Ensure educational resources are used efficiently.

**IdahoPTV Objectives:**

- 1) Progress toward digital implementation as a statewide infrastructure in cooperation with public and private entities.
- Performance Measures:
    - Number of DTV translators.
      - Benchmark: FY16 – 48 of 49
      - Benchmark: FY20 – 48 of 49  
(established by industry standard)
    - Number of cable companies carrying our prime digital channel.
      - Benchmark: FY16 – 28
      - Benchmark: FY20 – 28  
(established by industry standard)
    - Number of Direct Broadcast Satellite (DBS) providers carrying our prime digital channel.
      - Benchmark: FY16 – 8
      - Benchmark: FY20 – 8  
(established by industry standard)
    - Percentage of Idaho’s population within our DTV signal coverage area.
      - Benchmark: FY16 – 98.5%
      - Benchmark: FY20 – 98.5%  
(established by industry standard)
- 2) Nurture and foster collaborative partnerships with other Idaho state entities and educational institutions to provide services to the citizens of Idaho.
- Performance Measure:
    - Number of partnerships with other Idaho state entities and educational institutions.
      - Benchmark: FY16 – 21
      - Benchmark: FY20 – 26  
(established by agency research)
- 3) Operate an efficient statewide delivery/distribution system.
- Performance Measure:
    - Total FTE in content delivery and distribution.
      - Benchmark: FY16 – less than 29
      - Benchmark: FY20 – less than 24  
(established by industry standard)

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 18, 2015**

- 4) Provide access to IdahoPTV new media content to citizens anywhere in the state, which supports citizen participation and education.
  - Performance Measures:
    - Number of visitors to our websites.
      - Benchmark: FY16 – 1,500,000
      - Benchmark: FY20 – 1,750,000  
(established by agency research)
    - Number of visitors to IdahoPTV/PBS video player.
      - Benchmark: FY16 – 30,000
      - Benchmark: FY20 – 50,000  
(established by agency research)
    - Number of alternative delivery platforms and applications on which our content is delivered.
      - Benchmark: FY16 – 4
      - Benchmark: FY20 – 12
  
- 5) Provide high-quality, educational television programming and new media content.
  - Performance Measure:
    - Number of awards for IdahoPTV media and services.
      - Benchmark: FY16 – 40
      - Benchmark: FY20 – 50  
(established by industry standard)
  
- 6) Be a relevant, educational and informational resource to all citizens.
  - Performance Measure:
    - Full-day average weekly cume (percentage of TV households watching) as compared to peer group of PBS state networks.
      - Benchmark: FY16 – 21.3%
      - Benchmark: FY20 – 21.3%  
(established by industry standard)
  
- 7) Operate an effective and efficient organization.
  - Performance Measure:
    - Successfully comply with FCC policies/PBS programming, underwriting and membership policies/and CPB guidelines.
      - Benchmark: FY16 – Yes/Yes/Yes
      - Benchmark: FY20 – Yes/Yes/Yes  
(established by industry standard)

**Key External Factors**

(Beyond the control of Idaho Public Television):

IdahoPTV provides numerous services to various state entities.

**Funding:**

Idaho Public Television's current strategic goals and objectives are based on a sustainable level of all funding sources: State of Idaho, Corporation for Public Broadcasting, and private contributions.

We are starting to see the impact of state entities passing on significant costs of operational expenses such as endowment land leases. This also includes the Idaho Bureau of Homeland Security (after 2019) that IdahoPTV has partnered with to provide data connectivity for broadcast signal distribution.

Much of the content that Idaho Public Television airs comes from program distributors or producers, both nationally and regionally. If these program production funding sources change (up or down), it could have an impact on IdahoPTV's ability to meet its goals and objectives targets.

**Legislation/Rules:**

Recent state statute and rule changes typically have not impacted Idaho Public Television. We are monitoring, to the degree we can, the effectiveness and sunset of the expanded Idaho education tax credit that is set to expire December 31, 2015.

**Federal Government:**

Various aspects of IdahoPTV's program functions fall under federal oversight, including the Federal Communications Commission, United States Department of Commerce, United States Department of Agriculture, Federal Aviation Administration, United States Department of Homeland Security, Internal Revenue Service, etc. Any change of federal rules and funding by any of these entities could also affect our ability to fulfill this strategic plan.

The FCC is currently engaged in auctioning frequencies to non-broadcast providers that have traditionally been used by broadcasters including Idaho Public Television. In doing so, the FCC is requiring stations to move to their transmitters and translators to different frequencies "repacking" them into fewer more congested frequencies. This has the potential of costing stations significant funds, and in some cases losing service to particular communities when available frequencies don't exist.

As viewers increasingly obtain their video content via new devices (computers, iPads, smartphones, broadband delivered set-top-boxes, etc.) in addition to traditional broadcast, cable and satellite, Idaho Public Television must invest in the technology to meet our viewers' needs. The ability of public television stations to raise private contributions and other revenue via these new platforms continues to be a significant challenge.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
JUNE 18, 2015**

Idaho Public Television  
FY 2016 – 2020 Strategic Plan Supplemental

Performance Measure	FY 2014 Data	FY 2016 Benchmark	FY 2020 Benchmark
Number of DTV translators.	47 of 49	48 of 49	48 of 49
Number of cable companies carrying our prime digital channel.	28	28	28
Number of Direct Broadcast Satellite (DBS) providers carrying our prime digital channel.	8	8	8
Percentage of Idaho's population within our DTV signal coverage area.	98.4%	98.5%	98.5%
Number of partnerships with other Idaho state entities and educational institutions.	*	21	26
Total FTE in content delivery and distribution.	18.58	Less than 29	Less than 24
Percentage of broadcast hours of closed captioned programming (non-live) to aid visual learners and the hearing impaired.	97.6%	97.5%	100%
Percentage of online hours of closed captioned programming (non-live) to aid visual learners and the hearing impaired.	16%	15%	75%
Number of visitors to our websites.	1,520,814	1,500,000	1,750,000
Number of visitors to IdahoPTV/PBS video player.	48,836	30,000	50,000
Number of alternative delivery platforms and applications on which our content is delivered.	**	4	12
Number of broadcast hours of educational programming.	28,107	28,000	29,000
Number of broadcast hours of news, public affairs and documentaries.	12,654	12,500	12,500
Number of broadcast hours of Idaho-specific educational and informational programming.	2,074	2,000	2,000
Number of awards for IdahoPTV media and services.	61	40	50
Full-day average weekly cume (percentage of TV households watching) as compared to peer group of PBS state networks.	*	21.3%	21.3%
Successfully comply with FCC policies/PBS programming, underwriting and membership policies/and CPB guidelines.	Yes/Yes/Yes	Yes/Yes/Yes	Yes/Yes/Yes

\*New performance measures beginning FY 2015.

\*\*New performance measure beginning FY 2016.



# IDAHO

**Division of  
Professional-Technical Education**

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**Strategic Plan**

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**2016-2020**

## **Legal Authority**

This strategic plan has been developed by the Division of Professional-Technical Education (DPTE) in compliance with Idaho Code, Title 67, Chapter 19, Sections 67-1901 through 67-1905, as amended. It supersedes all previous DPTE strategic plans.

Statutory authority for and definition of professional-technical education (PTE) is delineated in Idaho Code, Chapter 22, Sections 33-2201 through 33-2212. IDAPA 55 states the role of DPTE is to administer professional-technical education in Idaho and lists specific functions.

## **Mission**

The mission of the Professional-Technical Education system is to prepare Idaho youth and adults for high skill, in-demand careers.

## **Vision**

The vision of the Division of Professional-Technical Education is to be:

1. A premiere educational opportunity for students and adults to gain relevant workforce and leadership skills in an applied setting;
2. A gateway to meaningful careers and additional educational opportunities; and
3. A strong talent pipeline that meets Idaho business workforce needs.

## **Core Functions**

- Administration
- Programs
- Technical assistance
- Fiscal oversight
- Research, planning, and performance management

## **External Factors**

- Labor market and general economic conditions
- Lack of knowledge, perceptions, and stigma regarding career opportunities available through professional-technical education
- Availability of funds
- Policies, practices, legislation, and governance external to the Division
- Ability to attract and retain qualified instructors
- Local autonomy and regional distinctions including technical college institutional priorities/varied missions

## Initiatives

1. Career Advising – Assist PTE students with their high school, post high school education, and career planning.
2. Program Standards Alignment – Align program standards to industry requirements. Serves as a foundational component to the long-term objective of seamless secondary to postsecondary transitions and SkillStack implementation.
3. PTE Digital – Expand the availability of identified PTE programs to students using an on-line or distance learning model, as appropriate.
4. Workplace Readiness – Assure workplace readiness skills are an integral component of all PTE programs and student technical skill sets.
5. Limited Occupational Specialists – Identify recruitment and retention issues among limited occupational specialists, including opportunities for the Division to promote more mentorship and support

## Definitions

*For the purposes of this document, terms and phrases are defined as follows:*

- Advanced Opportunities: The State Board of Education recognizes four advanced opportunity programs:
  1. Advanced Placement® (AP)
  2. Dual Credit
  3. Technical Competency Credit (formerly known as Tech Prep)
  4. International Baccalaureate program
- Board of Education III.Y Policy: This policy provides program standards for advanced opportunities for secondary students by preparing secondary graduates for postsecondary programs and to enhance postsecondary goals.
- Completer: A college student who has graduated from a PTE program of study.
- Concentrator: A high school junior or senior in their final course of a sequence or pathway.
- ISEE: Idaho System for Educational Excellence



- Level gain: Measures skill improvement between a pre and post-test, using a state-approved assessment.
- NCHEMS: The National Center for Higher Education Management Systems
- Positive Placement: Transition to additional education, military, or job placement.
- Postsecondary: A credit bearing program beyond high school.
- PTE (Professional-Technical Education, sometimes referred to as Career and Technical Education): Cutting edge, rigorous and relevant education that prepares youth and adults for a wide range of high-wage, high-skill, in-demand careers.
- Secondary: Grades 9-12
- SkillStack: SkillStack is competency-based, online platform that will provide micro-certifications that lead to nationally recognized industry certifications and credentials. This will enhance the ability of students to effectively gain college credit while in high school.
- SLDS: Statewide Longitudinal Data System
- TSA (Technical Skill Assessment): An end of program assessment, often administered by a third party organization that provides a summative assessment of the student's technical knowledge and skills.
- Workforce training: Non-credit bearing training for basic entry level programs, workers who have lost their jobs, customized training for business and industry, upgrade training, related instruction for apprentices, and emergency services training for first responders.

## **Goals and Objectives**

*This plan is divided into three sections according to each of the Idaho State Board of Education's goals. The Division has crafted objectives, performance measures, and benchmarks that align with each of the Board's three goals.*

### **Board Goal 1: A Well Educated Citizenry – Idaho's P-20 system will provide opportunities for individual advancement across Idaho's diverse population.**

1. **PTE Objective: Image** – Improve statewide perceptions and understanding of professional-technical education to ensure that both professional-technical programs and careers will be valued by Idaho's students, parents and educators, leading to a talent pipeline that supports and is valued by Idaho's business and industry.

**Performance Measure:** Improvement in the image of professional-technical education and careers.

**FY 2016 Benchmark:** A marketing plan is developed, including benchmarks to evaluate success in improving PTE image.

2. **PTE Objective: Student Success** – Create systems, services, resources, and operations that support high performing students in high performing programs and lead to positive placements.

**Performance Measure:** Secondary and postsecondary student pass rate for Technical Skill Assessment (TSA).

**FY 2016 Benchmarks:**

Secondary: 75.6

Postsecondary: 92.5

**Performance Measure:** Positive placement rate of secondary concentrators and postsecondary program completers.

**FY 2016 Benchmarks:**

Secondary: 94.2

Postsecondary: 95.5

***Sub-Performance Measure:*** Rate of secondary concentrators who transition to postsecondary education.

**FY 2020 Benchmark:** 70

***Sub-Performance Measure:*** Placement rate of postsecondary program completers in jobs related to their training.

**FY 2020 Benchmark:** 65

**Performance Measure:** The percentage of postsecondary students at the six technical colleges who are enrolled in PTE programs.

**Annual Benchmark:** Identify baseline data

3. PTE Objective: Advanced Opportunities – Support State Board Policy III.Y by aligning similar first semester PTE programs among the technical colleges and ensuring that secondary program standards align to those postsecondary programs.

**Performance Measure:** Number of postsecondary programs that have aligned their first semester.

**FY 2017 Benchmark:** 10 programs are aligned

**Performance Measure:** The percent of secondary PTE concentrators who transition to postsecondary PTE programs.

**FY 2016 Benchmark:** Identify baseline data

4. PTE Objective: Academic Equivalency – Increase the number high school students who earn academic credits that meet graduation requirements through applied PTE courses.

**Performance Measure:** The number of PTE courses that are offered statewide as an option for meeting state non-elective graduation requirements.

**FY 2016 Benchmark:** Identify baseline data

**Performance Measure:** The number of high school students who incorporate PTE courses as part of their state non-elective graduation requirements.

**FY 2016 Benchmark:** Identify baseline data

**Board Goal 2: Innovation and Economic Development – The educational system will provide an environment that facilitates the creation of practical and theoretical knowledge leading to new ideas.**

5. PTE Objective: Leadership and Advocacy – Provide leadership and collaboration among state agencies, education and workforce partners to benefit the economic growth of Idaho’s businesses.

**Performance Measure:** Number of PTE partnerships that address workforce development challenges faced by Idaho’s businesses.

**FY 2016 Benchmarks:**

- i. PTE is the co-applicant for a Department of Labor (USDOL) Registered Apprenticeship grant (the grant is with the

- USDOL to create 300 new apprenticeships for students over 5 years)
- ii. Develop a standardized test among the technical colleges for the journeyman electrical apprenticeship program
- iii. Number of successful Workforce Development Training Fund Sector grants, including application, award, and implementation
- iv. Utilize a “Team Idaho” approach that coordinates the efforts of state agencies, local economic development entities, and education partners to develop workforce solutions for targeted industry sectors.

**Performance Measure:** Number of PTE presentations that advocate for alignment between education and the workforce through speaking events targeted to industry, education, students and the media.

**FY 2016 Benchmark:** PTE staff present at 15 events

6. PTE Objective: Talent Pipelines/Career Pathways – PTE students will successfully transition from high school and postsecondary education to the workplace through a statewide career pathways model. Workforce training will provide additional support in delivering skilled talent to Idaho’s employers.

**Performance Measure:** Implementation of competency-based SkillStack microcertifications (created using program standards).

**FY 2016 Benchmarks:**

- i. SkillStack is formally launched, supporting 5 PTE programs of study.
- ii. The process for Workforce Training and other non-credit instruction to utilize the SkillStack platform will be finalized.
- iii. Establish a baseline number of recognized credentials obtained by students.

**FY 2017 Benchmark:** Additional 5 programs of study will be added to SkillStack

**FY 2018 Benchmark:** The remaining programs of study for which standards are available will be added to SkillStack

**Performance Measure:** Number of postsecondary technical credits earned via Advanced Learning Opportunities process that satisfies graduation requirements for postsecondary technical programs.

**FY 2016 Benchmark:** Determine baseline and data collection methodology

**Performance Measure:** Number of program standards and outcomes that have industry endorsement and align with industry standards.

**FY 2020 Benchmark:** 100% of programs align to industry standards

**Performance Measure:** Percent of students who enter an occupation related to their workforce training (non-credit bearing training).

**FY 2016 Benchmark:** Establish baseline data

7. PTE Objective: Adult Basic Education (ABE) – ABE will assist adults in becoming literate and obtaining the knowledge and skills necessary for employment and economic self-sufficiency.

**Performance Measure:** The percent of ABE students making measurable improvements in basic skills necessary for employment, college, and training (i.e. - literacy, numeracy, English language, and workplace readiness).

**FY 2020 Benchmark:** 51% of reportable ABE students will demonstrate a level gain

**Performance Measure:** The percent of low-skilled adults provided with a viable alternative “entry point” for the workforce and Career Pathway system, who have a positive student placement after program exit.

**FY 2020 Benchmarks:**

- i. 50% of qualifying ABE students who were unemployed when they enrolled are employed by the second quarter after exiting the program
- ii. 35% of qualifying ABE students will enter a postsecondary college or training program within one year after exiting the program

8. PTE Objective: Centers for New Directions (CND) – CNDs will help foster positive student outcomes, provide community outreach events and workshops, as well as collaborate with other agencies.

**Performance Measure:** Percent of positive outcomes/retention that lead to completing a PTE program of study, entering employment or continuing their training.

**Annual Benchmark:** Maintain a 90% positive outcome rate or greater

**Performance Measure:** Number of institutional and community event/workshop hours provided annually that connect students to resources with other agencies, in addition to institutional resources.

**Annual Benchmark:** Maintain 5,000 contact hours of institutional and community event/workshops

**Board Goal 3: Effective and Efficient Educational System – Ensure educational resources are coordinated throughout the state and used effectively.**

9. PTE Objective: Technical assistance and support for PTE programs – Provide timely, accurate, and comprehensive support to PTE programs that meets the needs of administrators and instructors at both the secondary and postsecondary levels.

**Performance Measure:** The overall satisfaction levels of administrators and instructors with the support and assistance provided by PTE.

**FY 2016 Benchmark:** Develop a customer-satisfaction survey

10. PTE Objective: Data-informed improvement – Develop quality and performance management practices that will contribute to system improvement, including current research, data analysis, and strategic and operational planning.

**Performance Measure:** Full implementation of Professional-Technical Education Management System (P-TEMS).

**FY 2016 Benchmark:** Launch P-TEMS

**Performance Measure:** Data accuracy and automation of the SLDS (postsecondary) and ISEE (secondary) data systems as it pertains to PTE.

**FY 2017 Benchmark:** Determine baseline of schools and institutions populating data fields accurately in these systems

**Performance Measure:** Incorporation of PTE Postsecondary teacher certifications into the Secondary database system to increase automation, accuracy, and standardization.

**FY 2016 Benchmark:** Begin transfer of postsecondary certifications and documents to the secondary SDE database

**Performance Measure:** Through on-site reviews, technical assistance, or other oversight mechanisms, the percent of secondary programs reviewed for quality and performance on an annual basis.

**Annual Benchmark:** 20% of programs

11. PTE Objective: Program Funding – Funding at the secondary and postsecondary levels will provide the necessary resources for high quality programs and be responsive to the needs of business and industry.

**Performance Measure:** A secondary funding model that includes performance-based funding.

**FY 2017 Benchmark:** Develop a plan for secondary funding that will be presented to the Board

**Performance Measure:** A postsecondary funding model that includes performance-based funding.

**FY 2017 Benchmark:** Develop a plan for postsecondary funding will be presented to the Board

12. PTE Objective: Highly Qualified Staff – The teacher preparation and certification process will provide for the recruitment and retention of quality PTE teachers.

**Performance Measure:** Number of qualified teachers in every program

**FY 2020 Benchmark:** Ensure all employed teachers in secondary/postsecondary PTE programs meet the appropriate endorsement standards

13. PTE Objective: Health Matters – Health Matters will result in a better educated citizenry and more efficient and positive service delivery to Idaho’s citizens by increasing their access to credible health resources, which include healthy lifestyle and behavior opportunities.

**Performance Measure:** Annual website hits

**FY 2020 Benchmark:** Increase total number of website hits by 10% from FY2016

14. PTE Objective: Certified Public Manager® (CPM) Program – The program will provide public employees with the skills and abilities to serve as effective leaders and managers at all levels of the public sector.

**Performance Measure:** Enrollment from non-participating state agencies .

**FY 2020 Benchmark:** Increase by a minimum of 10% from FY2016

**Performance Measure:** Enrollment of non-state government entities.

**FY 2020 Benchmark:** Increase by one participant for each new cohort track through 2020



Eastern Idaho Technical College

Strategic Plan 2016-2020

May 2015





## Vision

Our vision is to be a superior professional-technical college. We value a dynamic environment as a foundation for building our College into a nationally recognized technical education role model. We are committed to educating all students through progressive and proven educational philosophies. We will continue to provide high quality education and state-of-the-art facilities and equipment for our students. We seek to achieve a comprehensive curriculum that prepares our students for entering the workforce, articulation to any college and full participation in society. We acknowledge the nature of change, the need for growth, and the potential of all challenges.

## Mission

Eastern Idaho Technical College provides superior educational services in a positive learning environment that champion's student success and regional workforce needs.

## Core Themes

**Learning for work and Life:** EITC is a place of learning where students prepare for careers and effective citizenship. We embrace hands-on learning and provide instruction that is not only academically rigorous, but tailored to the needs of the community. Learning for work and life takes place in all areas of campus through professional-technical education, adult basic education, and workforce education.

**Student Centered:** EITC faculty and staff throughout the college are committed to students and their success. Well-functioning student support areas are critical to our students' success, help model outstanding workplace behaviors, and provide comprehensive student support from pre-enrollment through employment.

**Community Engagement:** EITC's value of community is evident in our safe, clean and inviting campus, which fosters communication and professional growth; and our broader, collaborative relationships within the local, regional, and academic communities who are key stakeholders.

## STRATEGIC PLAN GOALS, METHODS, AND OBJECTIVES

### GOAL 1: LEARNING FOR WORK AND LIFE

**Objective A:** Eastern Idaho Technical College will provide industry-driven Professional Technical Education (PTE).

**Method 1:** Program Reporting

- **Performance Measure:** Number of program advisory committee meetings annually
- **Benchmark:** One meeting per year for each full-time program

FY	Benchmark Results	Comments
FY 2012	Benchmark Attained	
FY 2013	Benchmark Attained	
FY 2014	Benchmark Attained	
FY 2015		

**Method 2:** Degree Production (SBOE Goal 1 Objective B)

- Performance Measure: Degree and certificate production and headcount of recipients (Split by undergraduate/graduate).
- Benchmark: Increase number of completions greater than prior year

FY	Degrees	Headcount	Benchmark Results	Comments
FY 2012	244	243	Benchmark Attained	
FY 2013	232	231	Benchmark Not Attained	
FY 2014	240	239	Benchmark Attained	
FY 2015				

- **Performance Measure:** Unduplicated number of graduates over rolling 3-year average degree seeking FTE (split by undergraduate/graduate). (SBOE Goal 1 Objective B) (PTE Objective D ii.)
- **Benchmark:** Maintain at or above 55%

FY	Degrees	3-year average degree seeking FTE	Status	Benchmark Results	Comments
FY 2012	243	549	44%	Benchmark Not Attained	Undergraduate only
FY 2013	231	513	45%	Benchmark Not Attained	
FY 2014	239	481	50%	Benchmark Not Attained	
FY 2015					



- **Performance Measure:** Pass rates on Technical Skills Assessments (SBOE Goal 2 Objective B) (PTE Objective D ii.)
- **Benchmark:** Students performance will meet the 90% of Perkins State performance level measure. (Perkins Performance Measures Report – State performance required level is 92%)

FY	EITC Perf. Level	State Perf. Level	Benchmark Results	Comments
FY 2012	92.16%	91.07%	Benchmark Attained	
FY 2013	88.83	92.00%	Benchmark Attained	
FY 2014	91.67%	92.00%	Benchmark Attained	
FY 2015				

**Method 3:** EITC Placement Office Report

- **Performance Measure:** Training Related Placement Rates (SBOE Goal 1 Objective D) (PTE Objective D vii.)
- **Benchmark:** Maintain 85% placement rate

FY	Placement Rate	Benchmark Results	Comments
FY 2011	73%	Benchmark Not Attained	
FY 2012	70%	Benchmark Not Attained	
FY 2013	79%	Benchmark Not Attained	
FY 2014	76%	Benchmark Not Attained	

**Method 4:** Dual Credit

- **Performance Measure:** Total credits earned and unduplicated headcount of participating students (SBOE Goal 1 Objective B) (PTE Objective D iii.)
- **Benchmark:** TBD

FY	Credits Earned	# Students	Benchmark Results	Comments
FY 2012	3	1		Benchmark to be determined (TBD)
FY 2013	1	1		
FY 2014	6	1		
FY 2015				

**Objective B:** Adult Learner Re-Integration – Improve the process and increase the options for re-integration of adult learners into the education system.

**Method 1:** A designed pathway to transition students from Adult Basic Education (ABE) into EITC without further remediation.

- **Performance Measure:** Percentage of student’s continuing education at EITC from ABE (SBOE Goal 1 Objective C) (PTE Objective D iii.)

- **Benchmark:** 60% of ABE students entering into EITC

FY	Status	Benchmark Results	Comments
FY 2012	*	*	* FY2012 NRS guidelines changed calculation
FY 2013	45%	Benchmark Not Attained	
FY 2014	45%	Benchmark Not Attained	
FY 2015			

- **Performance Measure:** Academic gains of ABE students (SBOE Goal 1 Objective C)
- **Benchmark:** Meets state targets for academic gains for all levels

FY	Benchmark Results	Comments
FY 2012	Benchmark Not Attained	*See Attachment 1 for data
FY 2013	Benchmark Not Attained	
FY 2014	Benchmark Attained	
FY 2015		

**Method 2: Remediation - Monitor remedial needs in English and Math**

- **Performance Measure:** Percentage of students successfully completing English and Math plus classes (Complete College Initiative) (SBOE Goal 1 Objective C)
- **Benchmark:** 70% of students successfully complete plus classes

FY	Status	Benchmark Results	Comments
FY 2012	74%	Benchmark Attained	
FY 2013	70%	Benchmark Attained	
FY 2014	72%	Benchmark Attained	
FY 2015			

- **Performance Measure:** Number and percentage of first-time freshmen who graduated from an Idaho high school in the previous year requiring remedial education -unduplicated
- **Benchmark:** Decrease students enrolled in remedial courses by two percent (2%) annually.

FY	Freshmen	% Requiring remedial	Benchmark Results	Comments
FY 2012	12	24%	Benchmark Attained	
FY 2013	13	22%	Benchmark Attained	
FY 2014	7	14%	Benchmark Attained	
FY 2015				

**Objective C:** Workforce Training division will provide on-demand customized training.

**Method 1:** Respond to industry requests or identified needs. (SBOE Goal 1 Objective B) (PTE Objective C iii.)

- **Performance Measure:** Provide customized training to local industries
- **Benchmark:** Increase Workforce Training headcount annually

FY	Headcount	Benchmark Results	Comments
FY 2012	14, 143	Benchmark Not Attained	
FY 2013	11,789	Benchmark Not Attained	
FY 2014	11,446	Benchmark Not Attained	
FY 2015			

**Objective D:** Services will be efficient and cost effective.

**Method 1:** Monitor cost of college to deliver educational resources

- **Performance Measure:** Undergraduate cost per credit - Non-weighted (SBOE Goal 3 Objective A)
- **Benchmark:** At or below 25% of IPEDS Peers

FY	Cost per credit hour	IPEDS PEERS	EITC	Benchmark Results	Comments
FY 2012	\$599	\$13,078	\$17,877	Benchmark Not Attained	Peer comparison form IPEDS DFR report Fig.15 (Instruction, academic support, student services, institutional support)
FY 2013	\$671	\$15,210	\$17,978	Benchmark Not Attained	
FY 2014	\$663	\$15,937	\$20,102	Benchmark Not Attained	
FY 2015					

- **Performance Measure:** Graduates per \$100,000: Total cost of certificate or degree completions (e.g. cost of instruction, academic support, student services, institutional support, and other expenses) (SBOE Goal 3 Objective A)
- **Benchmark:** Within 20% of statewide mean for 2 year college peers

FY	EITS Efficiency	Peers	Benchmark Results	Comments
FY 2012	2.32	1.67	Benchmark Not Attained	Peers compared are state funded 2-year colleges (CSI, CWI, NIC) * Data not available
FY 2013	2.16	2.16	Benchmark Attained	
FY 2014	2.31	*		
FY 2015				

**Method 2:** Controller’s Office Report

- **Performance Measure:** Institutional reserves comparable to best practice.
- **Benchmark:** 5% of operating expenditures (SBOE Goal 3 Objective A)

FY	Status	Benchmark Results	Comments
FY 2012	4.8%	Benchmark Not Attained	
FY 2013	4.11%	Benchmark Not Attained	
FY 2014	4.6%	Benchmark Not Attained	
FY 2015			

**GOAL 2: STUDENT CENTERED: EITC FACULTY AND STAFF ARE COMMITTED TO STUDENTS AND THEIR SUCCESS.**

**Objective A:** EITC Faculty Provides Effective and Student Centered Instruction. (SBOE Goal 1 Objective B for all under objective A)

**Method 1:** Faculty utilization of the Learning Management System (LMS) to communicate with students efficiently.

- **Performance Measure:** Percentage of faculty using the LMS (SBOE Goal 3 Objective B)
- **Benchmark:** 100%

FY	Status	Benchmark Results	Comments
FY 2012	90%	Benchmark Not Attained	
FY 2013	100%	Benchmark Attained	
FY 2014	100%	Benchmark Attained	
FY 2015			

**Method 2:** Utilization of annual Student Satisfaction Survey results for Student Centeredness (Noel Levitz Annual Survey)

- **Performance Measure:** Noel Levitz scale report gap result for Student Centeredness
- **Benchmark:** Performance gap less than our peer comparisons

FY	EITC Gap	Peer Gap	Status	Benchmark Results	Comments
FY 2012	0.38	0.62	less than peers	Benchmark Attained	Annual survey administered in the FY Fall
FY 2013	0.39	0.61	less than peers	Benchmark Attained	
FY 2014	0.60	0.63	less than peers	Benchmark Attained	
FY 2015	0.33	0.60	less than peers	Benchmark Attained	

**Method 3:** Utilization of annual Student Satisfaction Survey results for Instructional Effectiveness (Noel Levitz Annual Survey).

- **Performance Measure:** Noel Levitz scale report gap result for Instructional Effectiveness
- **Benchmark:** Performance gap less than our peer comparisons

FY	EITC Gap	Peer Gap	Status	Benchmark Results	Comments
FY 2012	0.52	0.79	less than peers	Benchmark Attained	Annual survey administered in the FY Fall
FY 2013	0.54	0.78	less than peers	Benchmark Attained	
FY 2014	0.71	0.79	less than peers	Benchmark Attained	
FY 2015	0.47	0.76	less than peers	Benchmark Attained	

**Method 4:** Fall to Fall Retention - Institutional Research Report (SBOE Goal 1 Objective B)

- **Performance Measure:** Fall to Fall full-time student retention
- **Benchmark:** At or above 70%

FY	Status	Benchmark Results	Comments
FY 2012	66%	Benchmark Not Attained	
FY 2013	68%	Benchmark Not Attained	
FY 2014	66%	Benchmark Not Attained	
FY 2015			

**Method 5:** Retention Rate (SBOE Goal 1 Objective B)

- **Performance Measure:** Percent of full-time new and transfer degree seeking students that are retained or graduate the following year (excluding death, military service, and mission). Split into two rates – one for transfer students and one for new freshmen.
- **Benchmark:** At or above 70%

FY	Full time New Student	Returning students	% Retention	Benchmark Results	Comments
FY 2011	91	66	72%	Benchmark Attained	
FY 2012	60	43	71%	Benchmark Attained	
FY 2013	59	36	61%	Benchmark Not Attained	
FY 2014					

FY	Full time New Transfer Students	Returning students	% Retention	Benchmark Results	Comments
FY 2011	44	27	61%	Benchmark Not Attained	
FY 2012	27	19	70%	Benchmark Attained	
FY 2013	50	37	74%	Benchmark Attained	
FY 2014					

**Objective B:** EITC Staff Provides Effective and Student Centered Support Services. (SBOE Goal 1 Objective B for all listed under this objective)

**Method 1:** Utilization of annual Student Satisfaction Survey results for Admission Services (Noel Levitz Annual Survey)

- **Performance Measure:** EITC Admissions services meets the expectations of students
- **Benchmark:** Performance gap less than our peer comparisons

FY	EITC Gap	Peer Gap	Status	Benchmark Results	Comments
FY 2012	0.51	0.75	less than peers	Benchmark Attained	Annual survey administered in the FY Fall
FY 2013	0.66	0.73	less than peers	Benchmark Attained	
FY 2014	0.64	0.74	less than peers	Benchmark Attained	
FY 2015	0.39	0.71	less than peers	Benchmark Attained	

**Method 2:** Utilization of results of Student Satisfaction Survey results for Financial Aid Services (Noel Levitz Annual Survey)

- **Performance Measure:** Financial Aid services meets the expectations of students
- **Benchmark:** Performance gap less than our peer comparisons

FY	EITC Gap	Peer Gap	Status	Benchmark Results	Comments
FY 2012	0.82	1.09	less than peers	Benchmark Attained	Annual survey administered in the FY Fall
FY 2013	0.78	1.06	less than peers	Benchmark Attained	
FY 2014	0.74	1.04	less than peers	Benchmark Attained	
FY 2015	0.65	1.01	less than peers	Benchmark Attained	



**Objective C:** Tutoring center provides services to support education success (SBOE Goal 1 Objective B for all of objective C)

**Method 1:** End of semester student evaluations of effectiveness

- **Performance Measure:** Percentage of students satisfied
- **Benchmark:** 80 % satisfaction (\*FY 2015 benchmark at 95%)

FY	Status	Benchmark Results	Comments
FY 2012	96%	Benchmark of 80% Attained	
FY 2013	94%	Benchmark of 80% Attained	
FY 2014	94%	Benchmark of 80% Attained	
FY 2015			

**Method 2:** Tutoring contact hours to support student needs.

- **Performance Measure:** Number of contact hours annually per unduplicated headcount
- **Benchmark:** 6 hours

FY	Status	Benchmark Results	Comments
FY 2012	4 hours	Benchmark Not Attained	
FY 2013	6 hours	Benchmark Attained	
FY 2014	5 Hours	Benchmark Not Attained	
FY 2015			

**Objective D:** EITC Technology Services meet the expectations of students (SBOE Goal 1 Objective B for all in this objective)

**Method 1:** Utilization of results of Student Satisfaction Survey results for Information Technology Services (Noel Levitz Annual Survey)

- **Performance Measure:** Information Technology services meet the expectations of students
- **Benchmark:** Student satisfaction ratings report less than a 1.0 gap between importance and satisfaction

FY	Importance	Satisfaction	Gap	Benchmark Results	Comments
FY 2012			*		New measure for 2014FA – * No Peer data on NL survey
FY 2013			*		
FY 2014			*		
FY 2015	6.46	6.31	.16	Benchmark Attained	

**Method 2:** EITC helpdesk satisfaction surveys.

- **Performance Measure:** Measure: Information technology services meet the expectations of students, faculty, and staff
- **Benchmark:** Customer satisfaction levels at or above 90%

FY	Status	Benchmark Results	Comments
FY 2012			New Measure – status data provided for 2mos.
FY 2013			
FY 2014			
FY 2015	99% Avg. for Jan & Feb	Benchmark Attained	

**Objective E:** EITC library services meets the expectation of students.  
(SBOE Goal 1 Objective B)

**Method 1:** Noel Levitz Survey

- **Performance Measure:** Library services meet the expectations of students
- **Benchmark:** Performance gap less than our peer comparisons

FY	EITC Gap	Peer Gap	Status	Benchmark Results	Comments
FY 2012	0.78	0.46	more than peers	Benchmark Not Attained	Annual survey administered in the FY Fall
FY 2013	0.60	0.49	more than peers	Benchmark Not Attained	
FY 2014	0.83	0.44	more than peers	Benchmark Not Attained	
FY 2015	0.38	0.39	less than peers	Benchmark Attained	

**Objective F:** Increase the reach of the Center for New Directions (CND) to individuals seeking to make positive life changes. (SBOE Goal 1 Objective C for all in Objective F)

**Method 1:** CND Reporting

- **Performance Measure:** Number of applicants/students receiving CND services.
- **Benchmark:** Number of clients served per year, increase by at least one percent (1%).

FY	Clients Served	Benchmark Results	Comments
FY 2012	686	Benchmark Attained	
FY 2013	518	Benchmark Not Attained	
FY 2014	411	Benchmark Not Attained	
FY 2015	258	Benchmark Not Attained	

- **Performance Measure:** Number of client contact hours
- **Benchmark:** Number of contact hours per year, increase by at least one percent (1%).

FY	Contact Hours	Benchmark Results	Comments
FY 2012			* New measure –
FY 2013			
FY 2014		New Measure No Data Available	
FY 2015			

**GOAL 3: COMMUNITY ENGAGEMENT**

**Objective A:** On Campus Community provides a safe interactive professional learning environment

**Method 1:** Comply with federal safety reporting.

- **Performance Measure:** Annual safety reporting (Title IX, Clerey Act)
- **Benchmark:** 100% compliance

FY	% Compliance	Benchmark Results	Comments
FY 2012	100%	Benchmark Attained	* New measure
FY 2013	100%	Benchmark Attained	
FY 2014	100%	Benchmark Attained	
FY 2015			

**Method 2:** Maintain active EITC safety committee

- **Performance Measure:** Regular meetings to review and improve safety
- **Benchmark:** 10 meetings annually, 10 reports

FY	# Meetings	Benchmark Results	Comments
FY 2012			* New measure
FY 2013			
FY 2014		New Measure No Data Available	
FY 2015			

**Method 3: Noel Levitz Survey Safety and Security Scale Report**

- **Performance Measure:** On Campus safety and security student satisfaction
- **Benchmark:** Performance gap less than our peer comparisons

FY	EITC Gap	Peer Gap	Status	Benchmark Results	Comments
FY 2012	1.11	1.02	more than peers	Benchmark Not Attained	Annual survey administered in the FY Fall
FY 2013	0.84	1.00	less than peers	Benchmark Attained	
FY 2014	0.78	0.93	less than peers	Benchmark Attained	
FY 2015	0.66	0.87	less than peers	Benchmark Attained	

**Method 4: On-Campus Communication**

- **Performance Measure:** Publish and distribute college newsletter
- **Benchmark:** 6 issues annually

FY	# Issues	Benchmark Results	Comments
FY 2012	6 issues	Benchmark Attained	
FY 2013	6 issues	Benchmark Attained	
FY 2014	6 issues	Benchmark Attained	
FY 2015	6 issues	Benchmark Attained	

**Method 5: On-Campus Communication**

- **Performance Measure:** President forums
- **Benchmark:** 2 forums annually

FY	# Forums	Benchmark Results	Comments
FY 2012	2 forums	Benchmark Attained	
FY 2013	2 forums	Benchmark Attained	
FY 2014	2 forums	Benchmark Attained	
FY 2015	2 forums	Benchmark Attained	

**Method 6: Professional Development**

- **Performance Measure:** Provide funds for faculty and staff professional development
- **Benchmark:** 10K Annually

FY	Benchmark Results	Comments
FY 2012	New Measure No Data Available	
FY 2013	New Measure No Data Available	
FY 2014	Benchmark Attained	
FY 2015	Benchmark Attained	

**Method 7:** Professional Development (SBOE Goal 2 Objective B)

- **Performance Measure:** Faculty and staff that participate in professional development
- **Benchmark:** 80% participation

FY	Benchmark Results	Comments
FY 2012		
FY 2013		
FY 2014	New Measure No Data Available	
FY 2015		

**Objective C:** Regional Community Engagement - EITC will seek input and will provide regional community members educational opportunities (SBOE Goal 1 Objective A)

**Method 1:** Enrollment reports of credit and non-credit courses (SBOE Goal 1 Objective B)

- **Performance Measure:** Headcount (Unduplicated) in regional centers
- **Benchmark:** Increase headcount 1% annually at off-campus sites

FY	Headcount	Benchmark Results	Comments
FY 2012	612	Benchmark Attained	
FY 2013	533	Benchmark Not Attained	
FY 2014	347	Benchmark Not Attained	
FY 2015			

**Method 2:** Annual Report from the Eastern Idaho Technical College Foundation (EITCF) (SBOE Goal 1 Objective A)

- **Performance Measure:** Percentage of students receiving EITCF scholarships
- **Benchmark:** 25%

FY	% EITC Scholarships	Benchmark Results	Comments
FY 2012	18%	Benchmark Not Attained	
FY 2013	25%	Benchmark Attained	
FY 2014	26%	Benchmark Attained	
FY 2015			

**Method 3:** Eastern Idaho Technical College Advisory Council Meetings

- Performance Measure: Council will meet at least 2times per calendar year.
- Benchmark: Measure Attained

FY	# Meetings	Benchmark Results	Comments
FY 2012		New Measure No Data Available	
FY 2013		New Measure No Data Available	
FY 2014	2	Benchmark Attained	
FY 2015			

**Objective C:** EITC supports statewide educational initiatives (SBOE Goal 1 Objective C for all listed in EITC Objective C)

**Method 1:** State Board of Education (SBOE) confirmation of participation

- Performance Measure: Participate in SBOE statewide initiatives (i.e. Complete College Idaho, General Education Reform, GEM stamping, etc.)
- Benchmark: College participation

FY	Benchmark Results	Comments
FY 2012	Benchmark Attained	
FY 2013	Benchmark Attained	
FY 2014	Benchmark Attained	
FY 2015		

**Method 2:** Idaho Division for Professional Technical Education (PTE) confirmation of participation

- Performance Measure: Participate in PTE statewide initiatives (i.e. TCLC Meetings, Advanced Placement Opportunities, Host Institution Delivery, etc.)
- Benchmark: College participation

FY	Benchmark Results	Comments
FY 2012	Benchmark Attained	
FY 2013	Benchmark Attained	
FY 2014	Benchmark Attained	
FY 2015		




Attachment 1 –

Goal 1, Objective B, Method 1. Academic gains of Adult Basic Education (ABE) students

FY12 Results	FY12 State Target	FY13 Results	FY13 State Target	FY14 Results	FY14 State Target	FY15 Results	FY15 State Target
ABE1 41%	36%	ABE1 33%	52%	ABE1 N/A	41%		
ABE2 53%	41%	ABE2 57%	45%	ABE2 58%	44%		
ABE3 52%	40%	ABE3 54%	46%	ABE3 58%	43%		
ABE4 37%	32%	ABE4 36%	36%	ABE4 48%	33%		
ABE5 33%	30%	ABE5 41%	30%	ABE5 44%	31%		
ESL1 45%	39%	ESL1 56%	50%	ESL1 (no students)	42%		
ESL2 39%	40%	ESL2 53%	54%	ESL2 57%	44%		
ESL3 47%	44%	ESL3 50%	49%	ESL3 48%	46%		
ESL4 47%	39%	ESL4 33%	45%	ESL4 42%	42%		
ESL5 37%	30%	ESL5 32%	42%	ESL5 40%	35%		
ESL6 29%	20%	ESL6 20%	22%	ESL6 25%	21%		



		EITC STRATEGIC PLAN GOALS		
		Learning for work and Life	Student Centered	Community Engagement
IDAHO STATE BOARD OF EDUCATION OBJECTIVES AND MEASURES FOR HIGHER EDUCATION	<b>GOAL 1: A WELL EDUCATED CITIZENRY</b>			
	Objective A: Access - Set policy and advocate for increasing access for individuals of all ages, abilities, and economic means to Idaho’s P-20 educational system.			✓
	Objective B: Higher Level of Educational Attainment – Increase the educational attainment of all Idahoans through participation and retention in Idaho’s educational system.	✓	✓	
	Objective C: Adult learner Re-Integration – Improve the processes and increase the options for re-integration of adult learners into the education system	✓	✓	✓
	Objective D: Transition – Improve the ability of the educational system to meet educational needs and allow students to efficiently and effectively transition into the workforce	✓		
	<b>GOAL 2: CRITICAL THINKING AND INNOVATION</b>			
	Objective A: Critical Thinking, Innovation and Creativity – Increase research and development of new ideas into solutions that benefit society.	✓		
	Objective B: Quality Instruction – Increase student performance through the development, recruitment, and retention of a diverse and highly qualified workforce of teachers, faculty, and staff.	✓		✓
	<b>GOAL 3: EFFECTIVE AND EFFICIENT DELIVERY SYSTEMS</b>			
	Objective A: Cost Effective and Fiscally Prudent – Increased productivity and cost-effectiveness	✓		
	Objective B: Data-informed Decision Making - Increase the quality, thoroughness, and accessibility of data for informed decision-making and continuous improvement of Idaho’s educational system.		✓	

✓ Indicates the specific SBOE’s Goals and Objectives that are supported by EITC’s Strategic Plan.

Some EITC goals fit into more than one SBOE category and have been identified in a single category



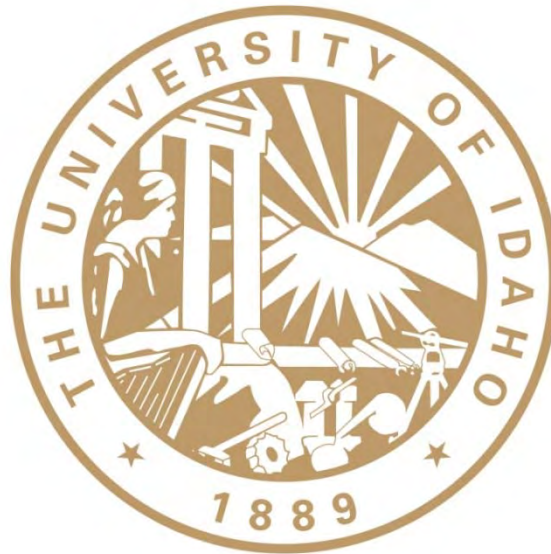
## **Key External Factors**

### **Funding:**

Many of our strategic goals and objectives assume on-going and sometimes significant additional levels of State legislative appropriations. Availability of state revenues (for appropriation), gubernatorial, and legislative support for some Board initiatives can be uncertain. An example is our Goal 1 Objective A Methods 2 and 3: The number of awards each year is restricted by the current number of programs being offered and their respective capacity. We will be offering a new program beginning the fall of 2015 which has the potential of adding approximately 15 certificates/degrees per year. This addition was made possible through a state-wide line-item funding request facilitated by the State Division for Professional Technical Education. The potential for additional certificates/awards will rely on this technique in addition to specific line-item requests made by the institution. Our ability to produce a greater number of awards will in part be dictated by support for additional funding.

### **Compliance:**

Ever increasing compliance issues arise from State and Federal policies/programs. This creates a tremendous burden on staff resources.



***Leading Idaho:***

***The University of Idaho***  
***Strategic Plan***

***FY2016-FY2020***

## **INTRODUCTION**

The University of Idaho is the first choice for student success and statewide leadership. We are the premier land-grant research university in our state. We lead in teaching and engaged student learning in our undergraduate, graduate, and professional programs. We excel at interdisciplinary research, service to businesses and communities, and in advancing diversity, citizenship, and global outreach. Through our growing residential and networked university and strong alumni connections, we develop leaders who will guide Idaho to global economic success, create a sustainable American West, and address our nation's most challenging problems.

As Idaho's land-grant institution, our students, faculty, and staff are engaged in a vast network of powerful partnerships through statewide locations, laboratories, research and extension centers, outreach programs, and a base of loyal alumni worldwide. These resources provide connections to individuals, businesses, and communities that strive to improve the quality of life of all Idaho citizens and secure the economic progress of the world.

We are committed to a student-centered, engaged learning environment. Our unique geography, intimate setting, residential campus, and dedicated faculty provide aspiring leaders with the skills and abilities to challenge themselves and learn by doing.

Our leadership position in research and creative activity presents opportunities to interact and innovate with world-class faculty. Our students gain firsthand experience addressing global challenges, and bring contemporary knowledge and experience into their careers and lives.

Students, faculty, and staff at the University of Idaho are dedicated to advancing a purposeful and just community that respects individuality and provides access and inclusion for all cultures to create a climate that is civil and respectful. Innovative, productive collaborations that foster community and build morale are encouraged.

Over the past five years, the university community has implemented a strategic plan to further the vision and mission of the university. This 2016-20 Strategic Plan fulfills the promise of a 21<sup>st</sup> century land-grant institution to lead and inspire Idaho, the nation, and the world. To achieve this, all units will develop strategic actions that advance the overall strategic direction, vision, and values of the institution.

## **MISSION**

The University of Idaho is the state's land-grant research university. From this distinctive origin and identity comes our commitment to enhance the scientific, economic, social, legal, and cultural assets of our state, and to develop solutions for complex problems facing society. We deliver on this commitment through focused excellence in teaching, research, outreach, and engagement in a collaborative environment at our residential main campus, regional centers, extension offices, and research facilities throughout the state. Consistent with the land-grant ideal, our outreach activities serve the state at the same time they strengthen our teaching as well as scholarly and creative capacities.

Our teaching and learning includes undergraduate, graduate, professional, and continuing education offered through both resident instruction and extended delivery. Our educational programs are enriched by the knowledge, collaboration, diversity, and creativity of our faculty, students, and staff.

Our scholarly and creative activities promote human and economic development, global understanding, and progress in professional practice by expanding knowledge and its applications in the natural and applied sciences, social sciences, arts, humanities, and the professions.

### **VISION**

Our commitment to focused excellence includes developing and delivering pre-eminent statewide programs. These programs are delivered in the Morrill Act-mandated primary emphases areas in agriculture, natural resources, and engineering; and sustaining excellence in architecture, law, liberal arts, sciences, education, business and economics, and programs in medical and veterinary medical education, all of which shape the core curriculum and give meaning to the concept of a land-grant research university.

### **PRINCIPLES AND VALUES**

Learn, create, and innovate  
Preserve and transmit knowledge  
Act with integrity  
Treat others with respect  
Celebrate excellence  
Change lives  
Welcome and include everyone  
Take responsibility for the future

#### **Goal 1: Teaching and Learning Goal: Enable student success in a rapidly changing world.**

Context: Our graduates live, work, compete, and prosper in a constantly changing environment. Consequently, curricula, co-curricular activities, pedagogy, and assessment must be quickly adaptable as the environment changes. Learning experiences drawn from our disciplinary and interdisciplinary strengths will help students develop the ability to identify and address complex problems and opportunities.

Objective A: Build adaptable, integrative curricula and pedagogies.

Strategies:

1. Streamline policies and practices to enable creative program revision and course scheduling.
2. Implement general education requirements that emphasize integrative learning throughout the undergraduate experience.
3. Use external and internal assessments to keep teaching and learning vital.
4. Build curricula to support timely degree completion.
5. Expand opportunities for professional education.
6. Apply emerging technologies to increase access and respond to the needs of local and global learners.
7. Develop increased learning opportunities for underserved or underrepresented communities.
8. Employ active learning pedagogies to enhance student learning where appropriate.

*Performance Measure*: The average time to complete a Bachelor's degree.

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*Benchmark:* Four and one-half (4.50) years (using the Complete College Idaho methodology).

*Rationale:* Timely degree completion, along with high graduation rates, results from and reflects efficient curricula, good advising and student centered teaching. Allowing 4.5 years gives students time to take fewer credits in some terms, take a few extra elective courses, and/or change majors.

*Performance Measure:* Retention rates (percent of full-time and part-time freshmen returning for a second year or full-time and part-time new transfers returning or completing their program).

*Benchmark:* The median of our official peer institutions, which we have most recently calculated as 83%. We have not recently computed the retention/success rate for new transfers at our peer institutions.

*Rationale:* Required by SBOE.

*Performance Measure:* Graduation rate (percent of full-time and part-time freshmen graduating in six years).

*Benchmark:* The median of our official peer institutions (most recently 62% for full-time, part-time peer median not yet compiled for peers).

*Rationale:* Required by SBOE.

*Performance Measure:* Dual Credit (total credits and # of students)

*Benchmark:* Consistent annual increases to market saturation.

*Rationale:* Required by SBOE.

*Performance Measure:* Total undergraduate degrees conferred (number of undergraduate degree completions per 100 FTE undergraduate students enrolled).

*Benchmark:* The median of our official peer institutions.

*Rationale:* Required by SBOE.

**Objective B:** Develop integrative learning activities that span students' entire university experience.

Strategies:

1. Increase educational experiences within the living and learning environments.
2. Engage alumni and stakeholders as partners in student mentoring.
3. Increase student participation in co-curricular activities.
4. Integrate curricular and co-curricular activities.
5. Increase opportunities for student interaction and interdisciplinary collaboration.

*Performance Measure:* Number and percent of students participating in Study Abroad and National Student Exchange programs.

*Benchmark:* Five percent of the full-time undergraduate degree-seeking student body.

*Rationale:* Enabling students to not only progress through their academic career but also to do so while learning in diverse settings provides them with greater perspective.

**Goal 2: Scholarly and Creative Activity Goal: Promote excellence in scholarship and creative activity to enhance life today and prepare us for tomorrow.**

Context: Our quality of life today and in the future depends on the merit of our scholarship and creative endeavors. Many of the most pressing issues facing society cut across disciplines and require solutions that do the same. At the University of Idaho we are committed to helping address society's pressing issues by continuing to support strong disciplinary and interdisciplinary activities that emphasize quality, innovation, critical thinking, and collaboration. We intend to improve the quality of life of all Idaho citizens and secure the economic progress of our world.

Objective A: Strengthen all scholarly and creative activities consistent with the University's strategic missions and signature areas.

Strategies:

1. Engage accomplished scholars to provide mentoring and leadership for key research and creative initiatives.
2. Increase the number of endowed faculty positions and postdoctoral, graduate, and undergraduate fellowships.
3. Support faculty, student, and staff entrepreneurial activity to develop new areas of excellence.
4. Implement university-wide mechanisms to provide attractive start-up packages for faculty and reward systems that recruit and retain world class faculty and staff.
5. Leverage the skills of non-tenure track faculty to promote research growth.
6. Increase the application of and public access to the results of scholarly and creative activities.

*Performance Measure*: The number of grant applications supporting or requiring interdisciplinary activities in which two or more faculty from different departments are listed as Co-Principal Investigators.

*Benchmark*: 20%

*Rationale*: Increased from 10% in FY2009 to 25% in FY2013; sustainable growth is our goal.

*Performance Measure*: Funding from competitive federally funded grants per full-time instruction and research faculty.

*Benchmark*: \$150,000

*Rationale*: Increased from \$128k to \$153k from FY2010 through FY2013; sustainable growth is our goal.

Objective B: Enable faculty, student, and staff engagement in interdisciplinary scholarship and creative activity.

Strategies:

1. Expand opportunities for ongoing interactions among faculty, students, and staff to identify areas of common interest.
2. Increase support for graduate and undergraduate interdisciplinary research and

- creative activity.
3. Develop clear criteria for evaluating engaged scholarship.
  4. Increase the national and international visibility of the University's contributions to interdisciplinary activities.
  5. Partner with other educational institutions, industry, not-for-profits, and public agencies to expand resources and expertise.
  6. Facilitate the submission of large, interdisciplinary proposals to obtain funding and to sustain successful projects.

*Performance Measure:* Percent of undergraduate degrees conferred in STEM fields.

*Benchmark:* Peer median (most recent value was 32%)

*Rationale:* Science, Technology, Engineering and Mathematics fields are essential in our highly technological society; these degree recipients contribute disproportionately to the Idaho economy.

**Goal 3: Outreach and Engagement Goal: Meet society's critical needs by engaging in mutually beneficial partnerships.**

*Context:* As the state's land-grant institution, the University of Idaho is uniquely positioned to expand its impact in Idaho and beyond. We seek to achieve that end through engagement--working across disciplines; integrating teaching, research, and outreach; and partnering with constituents for the mutually beneficial exchange of knowledge and resources.

Objective A: Develop processes, systems, and rewards that foster faculty, staff, and student outreach and engagement.

*Strategies:*

1. Increase the internal visibility of our outreach and engagement activities to facilitate interaction and develop synergies across the university.
2. Develop clear criteria for evaluating outreach and engagement.
3. Recognize and reward engagement with communities, businesses, non-profits, and agencies.
4. Develop an infrastructure and streamline administrative processes to coordinate outreach and engagement efforts.
5. Communicate best practices for development and implementation of outreach and engagement projects.

*Performance Measure:* Evidence of an institutional commitment to supporting faculty outreach and engagement activities in each strategic area noted above.

*Benchmark:* Qualitative and quantitative evidence indicating progress in each area.

*Rationale:* Demonstrating progress in this area requires a mixed-methods approach, which will include noting establishment of distinct organizational structures, changes in annual position descriptions, promotion and tenure policies, recognition from national agencies (e.g. Carnegie Classification for Engagement, US Presidential Higher Education Community Service Honor Role, Magrath and Kellogg Foundation Engagement Awards).

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Objective B: Strengthen and expand mutually beneficial partnerships with stakeholders in Idaho and beyond.

Strategies:

1. Increase opportunities for faculty and students to connect with external constituents. Develop new partnerships with others who are addressing high priority issues.
2. Increase student participation in defining and delivering experiential learning opportunities.
3. Increase the external visibility of our outreach and engagement activities.
4. Coordinate plans to increase external funding for outreach and engagement.

*Performance Measure:* Percentage of students participating in service learning activities, as reported by the University of Idaho Service Learning Center and the ASUI Volunteerism Center.

*Benchmark:* One-third of the total student body (approximately 3200 students) will engage in community service activities.

*Rationale:* Over the course of the 2012-2013 academic year approximately 33% of University of Idaho students participated in 98 service-learning activities and provided more than 150,000 hours of service to more than 160 community organizations throughout Idaho.

**Goal 4: Community and Culture Goal:** Be a purposeful, ethical, vibrant, and open community.

Context: Our community is characterized by openness, trust, and respect. We value all members for their unique contributions, innovation, and individuality. Our community and culture must adapt to change, seek multiple perspectives, and seize opportunity. We are committed to a culture of service, internally and externally. We value a diverse community for enhanced creativity, cultural richness, and an opportunity to apply our full intellectual capacity to the challenges facing Idaho, the nation, and the world.

Objective A: Be a community committed to access and inclusion.

Strategies:

1. Recruit and retain a diverse student body.
2. Recruit and retain diverse faculty and staff.
3. Expand opportunities for cultural competency training.
4. Build extended community partnerships to enhance an environment that values diversity.

*Performance Measure:* Percentage of disadvantaged minority students, faculty and staff.

*Benchmark:* Meet or exceed peer medians (most recently 13% of students, 5% of faculty and 7% of staff).

*Rationale:* The diversity of our campus should be compared with our land-grant, high research peer institutions' diversity.

Objective B: Be a community committed to civility and respect.



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Strategies:

1. Promote civil and respectful dialogue and debate both in and out of the classroom.
2. Increase systematic, consistent, and productive responses to behaviors that are destructive to the community.
3. Promote a sense of concern for and accountability to others.

*Performance Measure:* Percentages of faculty, staff and students who report positive experiences on surveys conducted periodically to assess the culture and climate. These include the every-third-year HERI/UCLA Faculty and UI Staff surveys, and the annual Graduating Senior Survey.

*Benchmark:* Peer medians when available, prior results if not (95% for students, 75% for faculty and 88% for staff).

*Rationale:* The periodic surveys listed above provide historical data suitable for trend analyses. The UI Diversity Task Force is also in the process of studying these issues and developing additional measures.

Objective C: Be a community committed to productivity, sustainability, and innovation.

Strategies:

1. Reward individuals and units that aim high, work across boundaries, and capitalize on strengths to advance the overall strategic direction, vision, and values of the institution.
2. Develop and promote activities to increase collaboration with new and unique partners.
3. Energize the community and foster commitment to university-wide endeavors by communicating our successes.
4. Create efficiencies through innovative collaboration, shared goals, and common experiences.
5. Invigorate the community by promoting attitudes of leadership and excellence.
6. Steward our financial assets, infrastructure, and human resources to optimize performance.

*Performance Measure:* For finances, the institution primary reserve ratio.

*Benchmark:* The institution primary reserve ratio, as reported by UI Business Systems and Accounting Services, should be comparable to the advisable level of reserves established by NACUBO, which was most recently 40%.

*Rationale:* This benchmark is based on NACUBO recommendations.

**Key External Factors**

**State Board of Education (SBOE):** Achievement of strategic goals and objectives assumes SBOE support and commitment to UI's unique role and mission.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
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**Funding:** Economic conditions will play an important role in the perceived value and effectiveness of higher education in the coming years. On-going and appropriate levels of funding from state and federal sources will be critical for the success of our strategic plan.



# **BOISE STATE UNIVERSITY**

**UPDATED FOR FY2016 THROUGH FY2020**

**MISSION STATEMENT  
CORE THEMES  
VISION  
STRATEGIC PLAN  
MAPPING OF STRATEGIC PLAN TO THE SBOE STRATEGIC  
PLAN  
MAPPING OF STRATEGIC PLAN TO THE COMPLETE  
COLLEGE IDAHO PLAN  
KEY EXTERNAL FACTORS**

***Focus on Effectiveness***

## **Mission Statement**

*Boise State University is a public, metropolitan research university providing leadership in academics, research, and civic engagement. The university offers an array of undergraduate degrees and experiences that foster student success, lifelong learning, community engagement, innovation, and creativity. Research, creative activity and graduate programs, including select doctoral degrees, advance new knowledge and benefit the community, the state and the nation. The university is an integral part of its metropolitan environment and is engaged in its economic vitality, policy issues, professional and continuing education programming, and cultural enrichment.*

## **Core Themes**

Each core theme describes a key aspect of our mission. A complete description can be accessed at <http://academics.boisestate.edu/planning/accreditation-standard-one/>.

***Undergraduate Education.** Our university provides access to high quality undergraduate education that cultivates the personal and professional growth of our students and meets the educational needs of our community, state, and nation. We engage our students and focus on their success.*

***Graduate Education.** Our university provides access to graduate education that addresses the needs of our region, is meaningful in a global context, is respected for its high quality, and is delivered within a supportive graduate culture.*

***Research and Creative Activity.** Through our endeavors in basic and applied research and in creative activity, our researchers, artists, and students create knowledge and understanding of our world and of ourselves, and transfer that knowledge to provide societal, economic, and cultural benefits. Students are integral to our faculty research and creative activity.*

***Community Commitment.** The university is a vital part of the community, and our commitment to the community extends beyond our educational programs, research, and creative activity. We collaborate in the development of partnerships that address community and university issues. The community and university share knowledge and expertise with each other. We look to the community to inform our goals, actions, and measures of success. We work with the community to create a rich mix of culture, learning experiences, and entertainment that educates and enriches the lives of our citizens. Our campus culture and climate promote civility, inclusivity and collegiality.*

## **Vision for Strategic Plan**

*Boise State University aspires to be a research university known for the finest undergraduate education in the region, and outstanding research and graduate programs. With its exceptional faculty, staff and student body, and its location in the heart of a thriving metropolitan area, the university will be viewed as an engine that drives the Idaho economy, providing significant return on public investment.*

*Focus on Effectiveness: A Strategic Plan for Boise State University*  
Initially developed for the years 2012-2017  
Updated in this document to cover the fiscal years 2016-2020  
(\* denotes system-wide measure required by SBOE)

**Goal 1:** Create a signature, high-quality educational experience for all students.

**Objectives:**

- Develop the Foundational Studies Program into a memorable centerpiece of the undergraduate experience.
- Provide bountiful opportunities within and across disciplines for experiential learning.
- Facilitate respect for the diversity of human cultures, institutions, and experiences in curricular and co-curricular education.
- Cultivate intellectual community among students and faculty.
- Invest in faculty development, innovative pedagogies, and an engaging environment for learning.

Goal 1: Key Performance Measures	Recent data				Performance Targets	
					For FY2016	For FY2020
<b>% students achieving University Learning Outcomes<sup>1</sup></b> >Written & oral communication (ULOs 1-2) >Critical inquiry, innovation, teamwork (ULOs 3-4) >Civic & Ethical foundations (ULOs 5-6)	New program: Fall 2012 New program: Fall 2012 New program: Fall 2012				Initial assessment of ULO's 1, 3, 5, 6 in spring 2015 via ePortfolios	90% of graduates rated as "good" or "exemplary"
	2006	2008	2010	2012	For FY2016	For FY2020
<b>NSSE benchmark measures of student perception of quality of educational experience</b> (as % of urban peer rating; for seniors only):						
>Level of academic challenge	97.1%	97.8%	98.2%	98.5%	100%	100%
>Active and collaborative learning	100.0%	102.0%	96.5%	97.9%	100%	100%
>Student-faculty interaction	93.4%	96.9%	87.0%	90.8%	95%	100%
>Enriching educational experience	99.4%	96.7%	95.9%	93.0%	98%	100%
>Supportive campus environment	93.6%	90.0%	90.1%	88.3%	95%	100%

<sup>1</sup> % of graduating undergraduates who achieve a competency of "exemplary" or "good" for each of ULOs 1-6 (Intellectual foundations and Civic & ethical foundations) and for ULO 7-11 (Disciplinary areas). The ULOs are based on the "LEAP" program of the AAC&U, and are incorporated into our Foundational Studies Program.

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**Goal 2:** Facilitate the timely attainment of educational goals of our diverse student population.

**Objectives:**

- Identify and remove barriers to graduation.
- Bring classes to students using advanced technologies and multiple delivery formats.
- Design and implement innovative policies and processes that facilitate student success.
- Connect students with university services that address their individual needs.
- Ensure that faculty and staff understand their roles and responsibilities in facilitating student success.

Goal 2: Key Performance Measures	Recent data				Performance Targets	
	FY 2011	FY 2012	FY 2013	FY 2014	For FY2016	For FY2020
<b>Number degree graduates (distinct by award level)<sup>2*</sup></b>						
>Associate	218	195	165	132	135	135
>Baccalaureate (SBOE target for baccalaureate graduates <sup>3</sup> )	2,411 (2,127)	2,584 (2,270)	2,716 (2,413)	2,764 (2,557)	3,125 (2,843)	3,700 (3,416)
>Graduate Certificate	121	170	167	192	190	190
>Master's	642	653	691	640	700	800
>Doctoral	11	11	11	34	28	38
<b>Baccalaureate graduates per 3-year average FTE<sup>4</sup></b>	17.1	18.2	18.9	19.2	21.0	22.5
<b>Graduate degree graduates per 3-year average FTE<sup>5*</sup></b>	51.9	54.4	55.0	48.6	50.0	52.0
<b>Dual enrollment<sup>6*</sup></b>						
># credits produced	9,435	10,770	11,607	12,111	14,000	17,000
># students served	2,030	2,410	2,624	2,699	3,100	3,800
<b>eCampus (Distance Education)</b>						
>Student Credit Hours	52,590	55,571	60,146	66,058	76,000	97,000
>Distinct Students Enrolled	9,147	9,381	9,787	10,620	12,200	15,000
	<b>F2010 cohort</b>	<b>F2011 cohort</b>	<b>F2012 cohort</b>	<b>F2013 cohort</b>	<b>F2015 cohort</b>	<b>F2018 cohort</b>
<b>Retention<sup>7*</sup></b>						
>Percent first-time, full-time freshmen retained to year 2	69.1%	71.5%	70.9%	74.5%	77%	80%
>Percent full-time transfers retained or graduated by year 2	70.6%	73.8%	72.7%	71.4%	77%	80%

<sup>2</sup> Distinct graduates by award level, totaled for summer, fall, and spring terms. Note that these totals cannot be summed to get the overall distinct graduate count due to some students earning more than one award (e.g., graduate certificate and a master's) in the same year.

<sup>3</sup> Number in parentheses is the SBOE target for the # of baccalaureate graduates as per PPGA agenda materials, August 12, 2012, Tab 10 page 3.

<sup>4</sup> Includes the unduplicated number of annual baccalaureate degree graduates divided by a three-year running average of FTE. FTE are determined using PSR1 Annual methodology of total annual credits taken by degree-seeking undergraduates divided by 30.

<sup>5</sup> Includes unduplicated number of annual graduate certificates and master's and doctoral degree graduates divided by a three-year running average of FTE. FTE are determined using PSR1 Annual methodology of total annual credits taken by degree-seeking graduate students divided by 24.

<sup>6</sup> Dual enrollment credits and students are measures of activity that occur over the entire year at multiple locations using various delivery methods. When providing measures of this activity, counts over the full year (instead of by term) provide the most complete picture of the number of unduplicated students that are enrolled and the number of credits earned. Reflects data from the annual Dual Credit report to the Board.

<sup>7</sup> Retention is measured as the percent of first-time, full-time baccalaureate-seeking freshmen cohort returning to enroll the subsequent year. Transfer retention reflects the percent of the full-time baccalaureate-seeking transfer cohort that returned to enroll the following year or graduated by that time.

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**Goal 2 (continued)**

	F2005 cohort	F2006 cohort	F2007 cohort	F2008 Cohort	Fall 2010 Cohort	Fall 2013 Cohort
<b>Success and Progress Rate (at six years)<sup>8</sup></b>						
>First-time, full-time Freshmen cohort		64%	70%	70%	72%	75%
>Full-time Transfer student cohort		75%	74%	77%	77.5%	81%
<b>6-year graduation rate of first-time, full-time freshmen</b>	29.3%	29.5%	38.2%	37.1%	44%	50%
	<b>2006</b>	<b>2008</b>	<b>2010</b>	<b>2012</b>	<b>For FY2016</b>	<b>For FY2020</b>
<b>NSSE student rating of administrative offices</b> (as % of urban peer average score)	98.4%	94.5%	97.1%	96.9%	100%	100%
<b>Measures required by OSBE but not used by Boise State</b>	<b>FY 2011</b>	<b>FY 2012</b>	<b>FY 2013</b>	<b>FY 2014</b>	<b>For FY2016</b>	<b>For FY2020</b>
<b>Degrees and Certificates Awarded<sup>9*</sup></b>						
>Professional Technical Degrees & Certificates	61					
>Associate	195	198	168	137		
>Baccalaureate	2,575	2,770	2,882	2,901		
>Graduate Certificate	121	170	171	195		
>Master's	641	653	691	640		
>Doctoral	11	11	11	34		
<b>Unduplicated graduates per 3-YR average FTE<sup>10*</sup></b>						
>Undergraduate	18.3	19.4	19.8	20.0	21.0	22.5

<sup>8</sup> "Success and Graduation Rate" is used by the Voluntary System of Accountability to provide a more comprehensive view of progress and attainment than can be provided by measures such as the 6-year graduation rate or the 1-year retention rate. The rate equals the total percent of students who fall into one of the following groups: graduated from or are still enrolled at Boise State, or graduated or still enrolled elsewhere.

<sup>9</sup> Reflects the number of awards made (first major, second major, plus certificates as reported to IPEDS). This is greater than the number of graduating students because some graduating students received multiple awards.

<sup>10</sup> Includes the unduplicated number of annual undergraduate degree graduates (Associate plus Bachelor's) divided by a three-year running average of FTE. FTE are determined using PSR1 Annual methodology of total annual credits taken by degree-seeking undergraduates divided by 30. Boise State focuses on the ratio pertaining to baccalaureate graduates since that is our primary mission.

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**Goal 3: Gain distinction as a doctoral research university.**

**Objectives:**

- Recruit, retain, and support highly qualified faculty, staff, and students from diverse backgrounds.
- Identify and invest in select areas of excellence with the greatest potential for economic, societal, and cultural benefit.
- Build select doctoral programs with a priority in professional and STEM disciplines.
- Build infrastructure to keep pace with growing research and creative activity.
- Design systems to support and reward interdisciplinary collaboration.

Goal 3: Key Performance Measures	Recent data				Performance Targets	
	FY 2011	FY 2012	FY 2013	FY 2014	For FY2016	For FY2020
<b>Total Research &amp; Development Expenditures</b> (as reported to the National Science Foundation)	\$24.2M	\$27.9M	\$25.7M	\$26.6M	\$30.0 M	\$38 M
<b>Number of doctoral graduates (PhD and EdD)</b>	11	11	11	34	28	38
<b>New doctoral programs</b>	No new doctoral programs	Fall 2012 start: PhD Biomolecular Science; PhD Material Science & Engineering; EdD Educational Technology	Fall 2013 start: Doctor of Nursing Practice; PhD in Public Policy	No new doctoral programs	No new doctoral programs	PhD in Ecology, Evolution, & Behavior; PhD Computing
	CY 2007-11	CY 2008-12	CY 2009-13	CY 2010-14	For CY 2012-16	For CY 2016-20
<b>Number of peer-reviewed publications over 5-year period<sup>11</sup></b>	1,225	1,317	1,411	1,449	1,750	2,300
	CY 2007-11	CY 2008-12	CY 2009-13	CY 2010-14	For CY 2012-16	For CY 2016-20
<b>Citations of publications by Boise State authors over five year span<sup>12</sup></b>	4,998	5,351	6,956	9,043	12,000	17,000

<sup>11</sup> # of publications over five year span with Boise State listed as an address for one or more authors; from Web of Science.

<sup>12</sup> Total citations, during the listed five year span, of peer-reviewed publications published in that same five year span, limited to those publications with Boise State listed as an address for at least one author. From Web of Science.  
<http://library.boisestate.edu/researchindicators/index.php>



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**Goal 4: Align university programs and activities with community needs.**

**Objectives:**

- Include community impact in the creation and assessment of university programs and activities.
- Leverage knowledge and expertise within the community to develop mutually beneficial partnerships.
- Collaborate with external partners to increase Idaho students' readiness for and enrollment in higher education.
- Increase student recruitment, retention, and graduation in STEM disciplines.
- Evaluate our institutional impact and effectiveness on a regular basis and publicize results.

Goal 4: Key Performance Measures	Recent data				Performance Targets	
	FY 2011	FY 2012	FY 2013	FY 2014	For FY2016	For FY2020
<b>Number of graduates with high impact on Idaho's college completion rate</b>						
Baccalaureate graduates traditionally underrepresented groups <sup>13</sup>						
>from rural counties <sup>14</sup>	153	149	154	154	174	206
>from ethnic minorities	153	170	194	218	275	380
Baccalaureate graduates who are Idaho residents	2,188	2,264	2,317	2,298	2,600	3,077
Baccalaureate graduates who started as Idaho community college transfers (in Transfer Cohort)	177	173	234	288	390	600
<b>Number of graduates in high demand disciplines (bachelor's, master's, doctoral)<sup>15</sup></b>	1,000	1,082	1,020	1,015	1,200	1,450
<b>Number of STEM graduates (bachelor's, STEM education, master's, doctoral)<sup>16</sup></b>	375	407	452	495	600	800
<b># of employers listing career-level jobs with BroncoJobs</b>	623	832	834	Not available at this time	950	1,100
<b>Students Participating in Courses with Service Learning Component</b>	2,577	2,648	2,398	2,151	2,775	3,000
<b># of students requiring remedial coursework<sup>17*</sup></b>	108 8.4%	123 10.4%	102 8.7%	110 9.4%	100 8%	100 8%
<b>Carnegie Foundation Community Engagement Classification</b> recognizing community partnerships and curricular engagement	Boise State was one of 76 recipients of the 2006 inaugural awarding of this designation				Boise State's 's Community Engagement Classification was renewed in Spring 2015	

<sup>13</sup> Distinct number of graduates who began college as members of one or more in the following groups traditionally underrepresented as college graduates: (i) from a rural county in Boise State's 10 county service area (Ada and Canyon counties are excluded) and (ii) identified as American Indian/Alaska Native or Hispanic/Latino

<sup>14</sup> "Rural counties" is defined as the ten service area counties minus Ada and Canyon counties.

<sup>15</sup> Defined as distinct number of graduates in those disciplines appropriate for the top 25% of jobs listed by the Idaho Department of Labor, based on projected # of openings 2008-2018.

<sup>16</sup> STEM refers to Science, Technology, Engineering, and Math. We define STEM disciplines as being included in either or both of the NSF-defined list of STEM disciplines and the NCES-defined list of STEM disciplines. We also include STEM secondary education graduates.

<sup>17</sup> Includes all new Idaho students who have been out of high school 1 year or less needing to complete remedial coursework.

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**Goal 5: Transform our operations to serve the contemporary mission of the university.**

**Objectives:**

- Reinvent our academic and business practices to improve service and efficiency.
- Simplify or eliminate policies and regulations that waste effort and resources.
- Invest in faculty and staff to develop key competencies and motivate top performance.
- Break down silos that inhibit communication, collaboration and creativity.
- Provide widespread and timely access to reliable and understandable data, and use it to drive decision-making across the university.
- Build an infrastructure to encourage and accommodate external funding, philanthropic support, private-sector relationships, and a diversity of funding models.
- Develop and implement a model for resource allocation that supports strategic goals and promotes innovation, effectiveness, and responsible risk-taking.

Goal 5: Key Performance Measures		Recent data				Performance Targets	
		FY 2011	FY 2012	FY 2013	FY 2014	For FY2016	For FY2020
<b>Cost of education<sup>18</sup></b> (resident undergrad with 15-cr load per semester; tuition & fees per year)	Boise State>	\$5,300	\$5,566	\$5,884	\$6,292	Remain less than the WICHE state average	Remain less than the WICHE state average
	WICHE avg>	\$6,005	\$6,645	\$7,037	\$7,331		
	BSU as % of W>	88.3%	83.8%	83.6%	85.8%		
	CPI adjusted?	FY 2011	FY 2012	FY 2013	FY 2014	For FY2016	For FY2020
Total Expense per EWA Weighted SCH delivered: Undergraduate Only <sup>19*</sup>	<b>In 2011 \$\$&gt;</b> Unadjusted>	<b>\$235.52</b> \$235.52	<b>\$247.02</b> \$252.13	<b>\$258.60</b> \$267.81	<b>\$270.73</b> \$284.92	No increase in Consumer Price Index (CPI) adjusted \$\$	No increase in CPI adjusted \$\$
Total Expense per EWA Weighted SCH delivered: Undergraduate and Graduate <sup>19</sup>	<b>In 2011 \$\$&gt;</b> Unadjusted>	<b>\$218.56</b> \$218.56	<b>\$229.95</b> \$234.71	<b>\$239.40</b> \$247.92	<b>\$248.98</b> \$262.03	No increase in CPI adjusted \$\$	No increase in CPI adjusted \$\$
Distinct baccalaureate graduates per \$100k undergraduate expense <sup>20</sup>	<b>In 2011 \$\$&gt;</b> Unadjusted>	<b>1.39</b> 1.39	<b>1.43</b> 1.40	<b>1.44</b> 1.39	<b>1.43</b> 1.36	No decrease in CPI adjusted # per \$100k	No decrease in CPI adjusted # per \$100k
Distinct baccalaureate, grad certificate, and graduate degree graduates per \$100k total undergraduate and graduate expenses <sup>21</sup>	<b>In 2011 \$\$&gt;</b> Unadjusted>	<b>1.53</b> 1.53	<b>1.58</b> 1.55	<b>1.57</b> 1.52	<b>1.53</b> 1.45	No decrease in CPI adjusted # per \$100k	No decrease in CPI adjusted # per \$100k

<sup>18</sup> WICHE average from Table 1a of annual Tuition and Fees report. We use the average without California. A typical report can be found at [http://www.wiche.edu/info/publications/Tuition\\_and\\_Fees2012-13.pdf](http://www.wiche.edu/info/publications/Tuition_and_Fees2012-13.pdf)

<sup>19</sup> Expense information is from the Cost of College study, which is produced yearly by Boise State’s controller office. Includes the all categories of expense: Instruction/Student Services (Instruction, Academic Support, Student Services, Library), Institutional/Facilities (Cultural, Religious Life and Recreation, Museums, Gardens, etc., Net Cost of Intercollegiate Athletics, Net Cost of Other Auxiliary Operations, Plant Operations, Depreciation: Facilities, Depreciation: Equipment, Facility Fees Charged Directly to Students, Interest, Institutional Support), and Financial Aid. “Undergraduate only” uses Undergraduate costs and the sum of EWA weighted credit hours for remedial, lower division, upper division. “Undergraduate and graduate” uses undergraduate and graduate expenses, and includes EWA weighed credit hours from the undergraduate and graduate levels.

<sup>20</sup> Expense information is from the Cost of College study. Distinct graduates reflect unduplicated numbers of baccalaureate graduates for summer, fall, and spring terms.

<sup>21</sup> Expense information is from the Cost of College study and includes undergraduate and graduate expenses. Distinct graduates reflect unduplicated numbers of graduates at the baccalaureate, graduate certificate, and graduate degree (master’s and doctoral) levels for summer, fall, and spring terms.

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Goal 5 (continued)

<i>Measures required by OSBE but not used by Boise State</i>							
	CPI adjusted?	FY 2011	FY 2012	FY 2013	FY 2014	For FY2016	For FY2020
Distinct undergraduate graduates (baccalaureate plus associate) per \$100k undergraduate expense <sup>22*</sup>	<b><i>In 2011 \$\$&gt;</i></b> Unadjusted>	<b>1.49</b> 1.49	<b>1.52</b> 1.49	<b>1.51</b> 1.46	<b>1.48</b> 1.41	No decrease in CPI adjusted # per \$100k	No decrease in CPI adjusted # per \$100k

<sup>22</sup> Expense information includes undergraduate costs from the Cost of College study. Distinct undergraduate graduates include unduplicated associate's and baccalaureate degree completers for summer, fall, and spring terms.

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<b>Mapping of Boise State University's Strategic Plan onto the SBOE Strategic Plan</b>					
<b>Boise State Strategic Goals →</b> →	<i>Goal 1: Create a signature, high-quality education experience for all students</i>	<i>Goal 2: Facilitate the timely attainment of educational goals of our diverse student population.</i>	<i>Goal 3: Gain distinction as a doctoral research university</i>	<i>Goal 4: Align university programs and activities with community needs.</i>	<i>Goal 5: Transform our operations to serve the contemporary mission of the university.</i>
<b>↓SBOE Strategic Goals↓</b>					
<i>Goal 1: A well-educated citizenry</i>					
<i>Objective A: Access- Set policy and advocate for increasing access for individuals of all ages, abilities, and economic means to Idaho's P-20 educational system.</i>		✓		✓	
<i>Objective B: Higher level of educational attainment - Increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system.</i>		✓		✓	
<i>Objective C: Adult learner re-Integration - Improve the processes and increase the options for re-integration of adult learners into the education system.</i>		✓		✓	
<i>Objective D: Transition – Improve the ability of the educational system to meet educational needs and allow students to efficiently and effectively transition into the workforce.</i>	✓	✓	✓	✓	
<i>Goal 2: Critical Thinking and innovation</i>					
<i>Objective A: Critical Thinking, Innovation and Creativity – Increase research and development of new ideas into solutions that benefit society.</i>	✓		✓	✓	✓
<i>Objective B: Quality Instruction - Increase student performance through the development, recruitment, and retention of a diverse and highly qualified workforce of teachers, faculty, and staff.</i>			✓	✓	✓
<i>Goal 3: Effective and Efficient Delivery Systems</i>					
<i>Objective A: Cost Effective and Fiscally Prudent - Increased productivity and cost-effectiveness.</i>		✓		✓	✓
<i>Objective B: Data-informed Decision Making- Increase the quality, thoroughness, and accessibility of data for informed decision-making and continuous improvement of Idaho's educational system.</i>				✓	✓

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<b>Mapping of Boise State University's Strategic Plan onto the Complete College Idaho Plan</b>					
<b>Boise State Strategic Goals→</b> <b>↓Complete College Idaho Strategic Goals↓</b>	<i>Goal 1: Create a signature, high-quality education experience for all students</i>	<i>Goal 2: Facilitate the timely attainment of educational goals of our diverse student population.</i>	<i>Goal 3: Gain distinction as a doctoral research university</i>	<i>Goal 4: Align university programs and activities with community needs.</i>	<i>Goal 5: Transform our operations to serve the contemporary mission of the university.</i>
<b>STRENGTHEN THE PIPELINE</b>					
Ensure College and Career Readiness		✓		✓	
Develop Intentional Advising Along the K-20 Continuum that Links Education with Careers		✓			
Support Accelerated High School to Postsecondary and Career Pathways		✓			
<b>TRANSFORM REMEDIATION</b>					
Clarify and Implement College and Career Readiness Education and Assessments		✓			
Develop a Statewide Model for Transformation of Remedial Placement and Support		✓			
Provide three options: Co-requisite , Emporium , or Accelerated		✓			
<b>STRUCTURE FOR SUCCESS</b>					
Communicate Strong, Clear, and Guaranteed Statewide Articulation and Transfer Options		✓			
<b>REWARD PROGRESS &amp; COMPLETION</b>					
Establish Metrics and Accountability Tied to Institutional Mission					✓
Recognize and Reward Performance		✓			✓
Redesign the State's Current Offerings of Financial Support for Postsecondary Students		✓			✓
<b>LEVERAGE PARTNERSHIPS</b>					
Strengthen Collaborations Between Education and Business/Industry Partners				✓	
College Access Network				✓	
STEM Education			✓	✓	

## **Key External Factors**

A wide variety of factors affect Boise State University's ability to implement our strategic plan. Here we present three factors that we regard as impediments to progress and that can be influenced by the state government and its agencies.

**Lack of funding of Enrollment Workload Adjustment.** Lack of consistent funding for the Enrollment Workload Adjustment, especially during the recession, has resulted in a significant base funding reduction to Boise State University. As a result, Boise State University students receive less appropriated funding compared to other Idaho universities.

**Administrative Oversight.** Boise State University is subject to substantial administrative oversight through the State of Idaho Department of Administration and other Executive agencies. Significant operational areas subject to this oversight include capital projects, personnel and benefit management, and risk and insurance. The additional oversight results in increased costs due to additional bureaucracy and in decreased accountability because of less transparency in process. The current system places much of the authority with the Department of Administration and the other agencies, but funding responsibility and ultimate accountability for performance with the State Board of Education and the University. As a result, two levels of monitoring and policy exist, which is costly, duplicative, and compromises true accountability. In 2010, the state legislature passed legislation that exempted the University, under certain conditions, from oversight by the State's Division of Purchasing. As a result, the university has streamlined policy and procedure and has gained substantial efficiencies in work process and in customer satisfaction, while at the same time maintaining the integrity of the purchasing process. Additional relief from administrative oversight in other areas should produce similar increases in efficiency and customer satisfaction.

**Compliance.** Increases in state and federal compliance requirements are a growing challenge in terms of cost and in terms of institutional effectiveness and efficiency.



# **Idaho State University Strategic Plan**

## **Mapping Our Future: Leading in Opportunity and Innovation**

**FY2016-FY2020**

## Idaho State University Strategic Plan 2016-2020

**Vision:** Leading in Opportunity and Innovation

### Mission

The mission of Idaho State University is to advance scholarly and creative endeavor through the creation of new knowledge, cutting-edge research, innovative artistic pursuits and high-quality academic instruction; to use these achievements to enhance technical, undergraduate, graduate, and professional education, health care services, and other services provided to the people of Idaho and the nation; and to develop citizens who will learn from the past, think critically about the present, and provide leadership to enrich the future in a diverse, global society.

Idaho State University is a public research institution which serves a diverse population through its broad educational programming and basic, translational, and clinical research. Idaho State University serves and engages its communities with health care clinics and services, professional technical training, early college opportunities, and economic development activities. The University provides leadership in the health professions and related biomedical and pharmaceutical sciences, as well as serving the region and the nation through its environmental science and energy programs.

### STRATEGIC PLAN GOALS AND OBJECTIVES

**Goal 1: LEARNING AND DISCOVERY** – Idaho State University promotes an environment that supports learning and discovery through the many synergies that exist among teaching, learning, research and scholarly activities.

**Objective 1.1** ISU provides a rich learning environment, in and out of the classroom.

**Performance Measures**

- 1.1.1 Number of online course sections offered.
- 1.1.2 Number of students participating in Career Path Internships.
- 1.1.3 Number of high school students participating in ISU dual credit courses.

**Benchmarks:**

- 1.1.1 900 course sections
- 1.1.2 600 CPI students
- 1.1.3 1,800 dual credit students

**Objective 1.2** ISU provides a dynamic curriculum to ensure programs are current, relevant, and meet student and workforce needs.



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ISU FY 2016-2020 Strategic Plan (Rev. 06-02-14)

**Performance Measure:**

1.2.1 Number of certificate and degree programs begun/expanded/revised; and number of certificate and degree programs discontinued.

**Benchmark:**

1.2.1 Number of new programs approximately equal to number of programs discontinued.

**Objective 1.3** Undergraduate and graduate students participate in undergraduate teaching.

**Performance Measures**

1.3.1 Number of graduate assistantships and fellowships with teaching responsibilities.

1.3.2 Number of students employed as English, math, and content area tutors.

**Benchmarks:**

1.3.1 Increase graduate teaching assistants by 10 over the next 3 years.

1.3.2 Maintain adequate numbers of tutors to meet student need.

**Objective 1.4** Undergraduate and graduate students engage in research and creative/scholarly activity.

**Performance Measures**

1.4.1 Number of students employed to work with a faculty member on research/creativity activities.

1.4.2 Number of students who participate each year in ISU's research symposia.

**Benchmarks:**

1.4.1 Increase by 3% per year for next five years.

1.4.2 Increase to 250 students per year.

**Objective 1.5** The core faculty is actively engaged in research and creative/scholarly activity.

**Performance Measures**

1.5.1 Faculty scholarly productivity, as demonstrated by the number of publications, juried shows, exhibits, performances, and other scholarly activities.

1.5.2 Number of proposals submitted for external funding, number funded, and total amount of funding received.

**Benchmarks:**

1.5.1 This is a new performance measure; data will be obtained from Activity Insight, to be implemented fall 2013 (this is an electronic curriculum vitae and workload program).

1.5.2 Increase the number of proposals submitted, number funded and total amount of funding by 3% per year for next 5 years.

**Objective 1.6** Graduates of ISU's programs are well prepared to enter the workforce and/or continue their education at the graduate and professional levels.

**Performance Measures**

1.6.1 Pass rates on professional licensure and certification exams.

1.6.2 Placement rates of graduates from academic, professional, and professional-technical programs.

**Benchmarks:**

1.6.1 Maintain pass rates at or above the national averages for each program where national data are available.

1.6.2 Maintain placement rates at or above the national averages for each program where national data are available.

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**Goal 2: ACCESS AND OPPORTUNITY** – Idaho State University provides diverse opportunities for students with a broad range of educational preparation and backgrounds to enter the University and climb the curricular ladder so that they may reach their intellectual potential and achieve their educational goals.

**Objective 2.1** Support services provided to enhance retention are utilized by students.

**Performance Measures**

- 2.1.1 Number of face-to-face advising contacts provided to undergraduate students by the central academic advising office.
- 2.1.2 Number of full-time freshmen students who participate in First Year Seminar and ACAD courses.
- 2.1.3 Average amount of need-based and merit-based financial aid/scholarships awarded to students.
- 2.1.4 Number of hours the content area tutoring, math and writing centers are utilized.

**Benchmarks:**

- 2.1.1 Maintain sufficient access to Central Academic Advising.
- 2.1.2 Increase to 50% over the next 3 years.
- 2.1.3 To be determined (based on changes in federal and state financial aid/scholarship programs).
- 2.1.4 To be determined (based on SBOE changes to the remedial education delivery models).

**Objective 2.2** Students' progression from initial enrollment to graduation is monitored, and efforts to increase enrollment, retention and completion are in place (e.g., targeted recruitment, optimal scheduling of courses, early warning system to help students in need, etc.).

**Performance Measures (red text indicates 2013-2014 SBOE-required measures for all institutions)**

- 2.2.1 Average time to degree completion by college for full-time and part-time students.
- 2.2.2 Retention rates from freshman to sophomore and sophomore to junior years, for full-time and part-time students.
- 2.2.3 Cost per weighted credit hour to deliver undergraduate education.
- 2.2.4 Completion of undergraduate certificates (1 year or greater) and degrees per \$100,000 of education and related spending (i.e., full cost of instruction and student services, plus the portion of institutional support and maintenance assigned to instruction).
- 2.2.5 Total degree production (split by undergraduate/graduate).
- 2.2.6 Unduplicated headcount of graduates and percent of graduates to total unduplicated headcount (split by undergraduate/graduate).
- 2.2.7 Total full-time new and transfer students that are retained or graduate the following year (excluding death, military service, and mission).

**Benchmarks:**

- 2.2.1 Positively impact time to degree by 5% over next 3 years.
- 2.2.2 Positively impact retention rates by 5% over next 3 years.
- 2.2.3 Positively impact by 5% over next 3 years.
- 2.2.4 Positively impact this ratio by 5% over next 3 years.
- 2.2.5 Increase undergraduate and graduate awards by 5% over the next 3 years.
- 2.2.6 Positively impact this ratio by 5% over next 3 years.
- 2.2.7 Increase retention rate to 75% over the next 3 years.

**Objective 2.3** Students who require remedial coursework are successful in completing their

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certificate or degree programs.

**Performance Measures**

- 2.3.1 Percent of students who successfully complete required remedial courses.
- 2.3.2 Retention rates (fall to fall) of students who complete remedial courses.

**Benchmarks:**

- 2.3.1 To be determined based on changes to be made by the SBOE on remediation delivery models.
- 2.3.2 Increase retention rate to 70% over the next 3 years.

**Objective 2.4** Students who enter with college credits earned while in high school (dual credit) are successful in completing their certificate or degree programs.

**Performance Measures**

- 2.4.1 Total number of students enrolled in ISU's Early College program, and total number of credits earned.

**Benchmark:**

- 2.4.1 Increase total number of students (unduplicated headcount) to 1,800, and increase total student credit hours generated to 10,800 over the next 3 years.

**Objective 2.5** Students participate in community and service learning projects and activities, student organizations, and learning communities.

**Performance Measures**

- 2.5.1 Number of student organizations, and annual number of students participating in those organizations.

**Benchmarks:**

- 2.5.1 Increase number of students participating in student organizations to 4,500 over next 3 years.

**Goal 3 THREE: LEADERSHIP IN THE HEALTH SCIENCES** – Idaho State University values its established leadership in the health sciences with primary emphasis in the health professions. We offer a broad spectrum of undergraduate, graduate, and postgraduate training. We deliver health-related services and patient care throughout the State in our clinics and postgraduate residency training sites. We are committed to meeting the health professions workforce needs in Idaho. We support professional development, continuing education, and TeleHealth services. We are active in Health Sciences research.

**Objective 3.1** A broad array of health professions certificate and degree programs are offered, many statewide.

**Performance Measures**

- 3.1.1 Number of certificate and degree programs offered, and number of students enrolled, in ISU's health professions programs.
- 3.1.2 Percent of graduates of ISU health professions programs who obtain employment in Idaho.
- 3.1.3 Pass rates on clinical licensure and certification exams in the health professions.

**Benchmarks:**

- 3.1.1 Maintain number of health professions programs offered, and maintain enrollments at or near program capacity.

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- 3.1.2 To be determined (Data to be obtained in the future from the State Longitudinal Data System (SLDS)).
- 3.1.3 Maintain pass rates at or above the national averages, where national data is available.

**Objective 3.2** ISU serves the State, the public, and its health professions students through its clinics and other community health venues.

**Performance Measures**

- 3.2.1 Number of patient visits to ISU clinics and clinical services.
- 3.2.2 Number of people served by ISU's community health fairs and screening events.

**Benchmarks:**

- 3.2.1 Number of patient visits will increase by 5% over the next 3 years.
- 3.2.2 Number of people attending these events will increase by 5% over the next 3 years.

**Objective 3.3** ISU faculty and students engage in basic, translational, and clinical research in the health sciences.

**Performance Measures**

- 3.3.1 Number of faculty engaged in research in the health and biomedical sciences.
- 3.3.2 Amount of external funding received for health-related and biomedical research.
- 3.3.3 Number of students participating in clinical research/scholarly activity as part of their degree program.

**Benchmarks:**

- 3.3.1 Increase to 40 faculty over the next 3 years.
- 3.3.2 Funding will increase by 3% per year over the next 3 years.
- 3.3.3 Increase to 750 students over the next 3 years.

**Goal 4: COMMUNITY ENGAGEMENT AND IMPACT** – Idaho State University, including its outreach campuses and centers, is an integral component of the local communities, the State and the intermountain region, and benefits the economic health, business development, environment, and arts and culture in the communities it serves.

**Objective 4.1** ISU directly contributes to the economic well-being of the State, region, and communities it serves.

**Performance Measure:**

- 4.1.1 Total economic impact of the University.

**Benchmark:**

- 4.1.1 Total economic impact will increase by 5% over the next 5 years.

**Objective 4.2** Campus resource conservation efforts have been initiated; and students and faculty conduct research in the areas of environment and in energy to benefit the State.

**Performance Measure:**

- 4.2.1 Resource conservation efforts initiated.

**Benchmark:**

- 4.2.1 ISU's efforts to conserve campus resources will continue to be developed.

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**Objective 4.3** ISU participates in formal and informal partnerships with other entities and stakeholders.

**Performance Measure:**

4.3.1 Number of active ISU partnerships, collaborative agreements, and contracts with public agencies and private entities.

**Benchmark:**

4.3.1 Number of partnerships, collaborative agreements, and contracts will increase by 5% over the next 5 years.

**Goal 5: STEWARDSHIP OF INSTITUTIONAL RESOURCES** – The University has policies and procedures in place to ensure the effective and efficient use of its internal resources to address its infrastructure requirements and to meet the needs of its various constituent groups.

**Objective 5.1** The institutional reserves meet the Board’s expectations based on best practices.

**Performance Measures:**

5.1.1 Level of Institutional reserves as a percent of total operating budget.

**Benchmark:**

5.1.1 The institution maintains or exceeds reserves of 5% of total budget.

**Objective 5.2** The institution continually assesses and periodically reviews its utilization of resources.

**Performance Measure:**

5.2.1 Number of academic, co-curricular, and non-academic program/unit reviews completed each year.

**Benchmark:**

5.2.1 All academic, co-curricular, and non-academic programs/units will be reviewed at least once every five years.

**Key External Factors**  
**(BEYOND DIRECT CONTROL OF IDAHO STATE UNIVERSITY)**

**Funding**

Many Idaho State University strategic goals and objectives assume on-going and sometimes substantive additional levels of State legislative appropriations. Availability of state revenues, upon which appropriation levels depend, can be uncertain from year to year. Similarly, while gubernatorial and legislative support for ISU efforts are significant, priorities set by those bodies vary from year to year, affecting planning for institutional initiatives and priorities. When we experience several successive years of deep reductions in state appropriated funding, as has occurred in the recent past, it makes it increasingly difficult to plan for and implement strategic growth.

**Legislation/Rules**

Beyond funding considerations, many institutional and SBOE policies are embedded in state statute and are not under institutional control. Changes to statute desired by the institution are accomplished according to state guidelines. Proposed legislation, including both one-time and ongoing requests for appropriated funding, must be supported by the Governor, gain approval in the germane legislative committees, and pass both houses of the Legislature.

The recent directives related to creation of the Student Longitudinal Data System, revision of general education and remedial education, common core standards, Smarter Balance Assessment, Complete College America/Idaho, the 60% Goal, zero-based budgeting, performance-based funding, and the additional financial and institutional research reporting requirements have required the reallocation of staff resources and time and effort to comply.

**Institutional and Specialized Accreditation Standards**

The Northwest Commission on Colleges and Universities (NWCCU), our regional accreditation body, recently initiated a new 7-year review cycle and a set of new standards. Similarly, the specialized accrediting bodies for our professional programs periodically make changes to their accreditation standards and requirements, which we must address.

ISU has the largest number of degree programs with specialized accreditation among the state institutions, which significantly increases the workload in these programs due to the requirements for data collection and preparation of periodic reports. The programs in the health professions are reliant on the availability of clerkship sites in the public and private hospitals, clinics, and medical offices within the state and region. The potential for growth in these programs is dependent on maintaining the student to faculty ratios mandated by the specialized accrediting bodies, as well as the availability of a sufficient number of appropriate clerkship sites for our students.

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**Federal Government**

A great deal of educational and extramural research funding for ISU and the SBOE is provided by the federal government. Funding is often tied to specific federal programs and objectives, and therefore can greatly influence both education policy and extramurally-funded research agendas at the state and the institutional levels. The recent decrease in funding for Pell Grants has had a negative impact on need-based financial aid for our students. The impact of the sequestration-mandated federal budget reductions initiated in early 2013 will likely have a negative impact on higher education.

**Local/Regional/National/Global Economic Outlook**

Conventional wisdom has long tied cyclic economic trends to corresponding trends in higher education enrollments. While some recent factors have caused this long relationship to be shaken in terms of funding students have available for higher education, in general the perceived and actual economic outlooks experienced by students continues to affect both recruitment into our colleges and universities as well as degree progress and completion rates. A greater proportion of our students must work and therefore are less able to complete their education in a timely manner.

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		Learning and Discovery.	Access and Opportunity.	Leadership in the Health Sciences.	Community Engagement and Impact.	Stewardship of Institutional Resources.
	<b>GOAL 1: A WELL EDUCATED CITIZENRY</b>	✓	✓	✓	✓	
<b>STATE BOARD OF EDUCATION OBJECTIVES &amp; MEASURES FOR HIGHER EDUCATION</b>	Set policy and advocate for increasing access for individuals of all ages, abilities, and economic means to Idaho's P-20 educational system. <ul style="list-style-type: none"> <li>- Postsecondary student enrollment by race/ethnicity/gender as compared against population.</li> </ul>	✓	✓			
	Increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system. <ul style="list-style-type: none"> <li>- Percent of high school students enrolled and number of credits earned in dual credit.</li> <li>- Percent of first-year full-time freshmen returning for second year.</li> <li>- Number of postsecondary unduplicated students receiving awards (Associate, bachelor's, master's, doctoral degrees) each year.</li> </ul>	✓	✓	✓		
	Improve the processes and increase the options for re-integration of adult learners into the education system. <ul style="list-style-type: none"> <li>- Number of bridge programs.</li> <li>- Number of adults enrolled in upgrade and customized training.</li> <li>- Percent of first-year part-time freshmen returning for second year.</li> </ul>	✓	✓		✓	
	Improve the ability of the educational system to meet educational needs and allow students to efficiently and effectively transition into the workplace. <ul style="list-style-type: none"> <li>- Number of degrees conferred in STEM fields.</li> <li>- Percent of students participating in internships.</li> <li>- Percent of students participating in undergraduate research.</li> </ul>	✓	✓	✓	✓	✓

✓ Indicates the specific SBOE's Goals and Objectives that are supported by ISU's Strategic Plan.



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 <b>Idaho State</b> UNIVERSITY		ISU STRATEGIC PLAN GOALS				
		Learning and Discovery.	Access and Opportunity.	Leadership in the Health Sciences.	Community Engagement and Impact.	Stewardship of Institutional Resources.
<b>STATE BOARD OF EDUCATION OBJECTIVES &amp; MEASURES FOR HIGHER EDUCATION</b>	<b>GOAL 2: CRITICAL THINKING AND INNOVATION</b>	✓	✓	✓	✓	
	Increase research and development of new ideas into solutions that benefit society. <ul style="list-style-type: none"> <li>- Institution expenditures from competitive Federally funded grants.</li> <li>- Institution expenditures from competitive industry funded grants.</li> <li>- Number of sponsored projects involving the private sector.</li> <li>- Total amount of research expenditures.</li> </ul>	✓		✓		✓
	Increase student performance through the development, recruitment and retention of a diverse and highly qualified workforce of teachers, faculty, and staff. <ul style="list-style-type: none"> <li>- Percent of first-time students from public institution teacher training programs that pass the Praxis II</li> </ul>	✓				
	<b>GOAL 3: EFFECTIVE AND EFFICIENT DELIVERY SYSTEMS</b>	✓	✓	✓		✓
	Increase productivity and cost-effectiveness. <ul style="list-style-type: none"> <li>- Cost per successfully completed weighted student credit hour.</li> <li>- Average net cost to attend public 4 year institution.</li> <li>- Average number of credits earned at completion of a degree program.</li> <li>- Institutional reserves comparable to best practice.</li> </ul>	✓	✓	✓		✓
	Increase the quality, thoroughness, and accessibility of data for informed decision-making and continuous improvement of Idaho's educational system. <ul style="list-style-type: none"> <li>- Develop P-20 workforce longitudinal data system with the ability to access timely and relevant data.</li> </ul>					✓

✓ Indicates the specific SBOE's Goals and Objectives that are supported by ISU's Strategic Plan.

# Idaho State UNIVERSITY

## Strategic Plan Performance Measure Data FY 2010 – FY 2014

\*Notes: Data are presented where available. The university implemented a new enterprise resource planning (ERP) system in 2010. Comparable data from the legacy system may not be available for some measures.

ISU Strategic Plan Goals and Objectives	Strategic Plan Performance Measures	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Current (FY 2014) Benchmarks
<b>Goal 1: Learning &amp; Discovery</b>							
1.1 ISU provides a rich learning environment	# online course sections	519	614	727	849	1,023	900 course sections
	# students in CPI program		241	583	651	762	600 CPI students
	# dual credit students	1,559	1,434	1,668	1,914	2,111	1,800 dual credit students
1.2 ISU provides a dynamic curriculum	# new, expanded programs/degrees # programs/degrees discontinued	New programs / degrees: 10 Terminated programs/degrees: 10	New programs / degrees: 3 Terminated programs/degrees: 17	New programs / degrees: 2 Terminated programs/degrees: 2	New programs / degrees: 8 Terminated programs/degrees: 14	New programs / degrees: 9 Terminated programs/degrees: these are in process with Program Prioritization	# new/expanded programs/ degrees in balance with # of programs/degrees closed
1.3 Students participate in undergraduate teaching	# teaching GTAs/Fellowships	75	74	75	112	117	Increase by 10 over the next 3 years
	# English, math, content area student tutors		191	112	141	134	Maintain adequate number of student tutors to meet need

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ISU Strategic Plan Goals and Objectives	Strategic Plan Performance Measures	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Current (FY 2014) Benchmarks
1.4 Students engage in research/creative activities	# students employed to work with faculty on research projects		385	413	372	373	Increase by 3% per year for next 5 years
	# students participating in research symposia	139	134	160	142	183	250 students per year
1.5 Core faculty engaged in research/creative activity	# Faculty scholarly productivity output				177 publications, 541 presentations, 147 artistic performances and exhibits	404 publications, 989 presentations, 219 artistic performances and exhibits	New measure in FY 2013. Data from Activity Insight (electronic CV).
	# proposals submitted for funding # proposals funded Amount of funding awarded	398 Proposals 282 Funded \$37.1M Awarded	377 Proposals 244 Funded \$36.3M Awarded	378 Proposals 287 Funded \$30.6M Awarded	360 Proposals 217 Funded \$23.9M Awarded	366 Proposals 219 Funded \$25.02M Awarded	Increase amount of funding by 3% per year for next 5 years
1.6 Graduates prepared to enter workforce or advanced education	Pass rates on licensure/certification exams					See Appendix A	Maintain pass rates at or above national averages
	Placement rates of graduates					See Appendix B	Maintain placement rates at or above national averages
<b>Goal 2: Access and Opportunity</b>							
2.1 Support services provided to enhance retention are utilized by students	# of student contacts with a central advisor	7,327	7,737	7,171	8,436	8,495	Maintain sufficient access to Central Academic Advising
	% of full-time freshmen participating in First Year Seminar, and/or ACAD courses		28.7%	31.5%	31.5%	31.5%	Increase to 50% or more over the next 3 years
	Average amount of need-based and merit-based financial aid/scholarships awarded	Average grant aid \$4,951 / Average loan amount \$6,608	Average grant aid \$5,011 / Average loan amount \$6,242	Average grant aid \$5,226 / Average loan amount \$6,033	Average grant aid \$4,934/ Average loan amount \$5,939	Average grant aid \$5,428/ Average loan amount \$5,996	To be determined (with changes in federal and state financial aid programs)
	# of hours of content area tutoring, math and writing centers		21,409	22,576	22,319	18,946	To be determined (impact of SBOE changes to remedial delivery models unknown)

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ISU Strategic Plan Goals and Objectives	Strategic Plan Performance Measures	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Current (FY 2014) Benchmarks
2.2 Student's progression to graduation	Average time to degree for full-time and part-time undergraduate students by college					See Appendix C	Positively impact by 5% over next 3 years
	Retention rates from freshman to sophomore, and sophomore to junior years, for full-time and part-time students					See Appendix D	Positively impact retention rates by 5% over next 3 years
	Cost per weighted credit hour to deliver undergraduate education	\$283.77	\$280.68	\$287.65	\$301.93	\$308.44	Positively impact by 5% over next 3 years
	Graduates per \$100,000 of education and related spending (undergraduates)		1.29	1.25	1.25	1.29	Positively impact this ratio by 5% over next 3 years.
	Total degree production (split by undergraduate/graduate)	UG: 1,574 GR: 571 Total: 2,145	UG: 1,608 GR: 547 Total: 2,155	UG: 1,644 GR: 635 Total: 2,279	UG: 1,709 GR: 634 Total: 2,343	UG: 1,741 GR: 620 Total: 2,361	Increase undergraduate and graduate awards by 5% over the next 3 years.
	Unduplicated headcount of graduates and percent of graduates to degree-seeking FTE)		Undergraduate: 1,562 : 19% Graduate: 546 : 30%	Undergraduate: 1,577: 19% Graduate 633: 35%	Undergraduate: 1,626: 19% Graduate: 633: 35%	Undergraduate: 1,676: 20% Graduate: 615: 33%	Positively impact this ratio by 5% over next 3 years
	Total first-time full-time students and new transfer students that are retained or graduate the following year.		first-time full-time: 62.1% new transfer: 73.9%	first-time full-time: 61.7% new transfer: 69.1%	first-time full-time: 66.9% new transfer: 77.3.3%	first-time full-time: 70.6% new transfer: 76.3.3%	Increase retention rate to 75% for first-time full-time and 80% for new transfer students over the next 3 years.
2.3 Students who require remedial coursework are successful in completing their degree	% of students who successfully complete required remedial courses		58.2%	63.1%	56.6%	55.9%	To be determined (based on changes to be made by the SBOE on remediation delivery models)

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ISU Strategic Plan Goals and Objectives	Strategic Plan Performance Measures	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Current (FY 2014) Benchmarks
	Retention rate of students who complete remedial courses (fall-to-fall)		42.4%	68.5%	69.8%	71.9%	Increase retention rate to 70% over the next 3 years
2.4 Students who enter college with dual credit are successful	# students enrolled in ISU's early college program; # credits earned while in high school	1,588 students 9,306 credit hours	1,434 students 8,644 credit hours	1,669 students 10,453 credit hours	1,914 students 11,438 credit hours	2,111 students 12,746 credit hours	Increase to 1,800 students and 10,800 credits in the next 3 years
2.5 Students participate in community and service learning projects, activities, etc.	# student organizations, and # students participating in those organizations	137 organizations 3,852 students	142 organizations 3,238 students	143 organizations 4,191 students	148 organizations 4,273 students	153 organizations 4,782 students	Increase participation to 4,500 students over the next 3 years
<b>Goal 3: Leadership in the Health Sciences</b>							
3.1 A broad array of health professions programs offered	# certificate and degree programs offered, and # of students enrolled		Programs: 30 Enrollment: 3,377	Programs: 34 Enrollment: 3,622	Programs: 34 Enrollment: 3,619	Programs: 34 Enrollment: 3,400	Maintain number of health professions programs offered, and maintain enrollments at or near program capacity.
	% of graduates who are employed in Idaho						Data to be obtained in the future from the State Longitudinal Data System (SLDS)
	Pass rates on professional licensure and certification exams in the health professions					<a href="#">See Appendix A</a>	Pass rates at or above national averages
3.2 ISU serves the State, public, and health professions students through its clinics and other community health venues	# of patient visits to ISU clinics and clinical services	41,486	51,817	54,234	49,394 (this number has decreased slightly due to the transition with Family Medicine and Health West)	47,357	# of patient visits will increase by 5% over next 3 years

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ISU Strategic Plan Goals and Objectives	Strategic Plan Performance Measures	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Current (FY 2014) Benchmarks
	# people attending ISU's community health fairs and screening events	1,277	1,159	1,208	1,088	975	# of people attending ISU's health fairs and screening events will increase by 5% over next 3 years
3.3 Faculty and students engage in basic, translational, and clinical research in the health sciences	# of faculty engaged in health sciences/ biomedical research *Principal Investigators (PIs) and co-PIs.	38	39	78	65	72	Increase to 80 over the next 3 years
	Amount of external funding received for health-related and biomedical research	\$5.3M	\$3.6M	\$4.0M	\$6.2M	\$7.3M	Funding will increase by 3% per year
	# students participating in clinical/applied research as part of their degree program		694	727	706	684	Increase to 750 students over the next 3 years
<b>Goal 4: Community Engagement and Impact</b>							
4.1 ISU directly contributes to the economic well-being of the State, region, and communities it serves	Total economic impact of the University		baseline established by the 2011 ISU Economic Impact Study: \$312 million			A new economic impact study will be published in the summer of 2015	Total economic impact will increase by 5% over next 5 years
4.2 Campus resource conservation efforts initiated; students and faculty conduct research in the areas of environment and in energy	# resource conservation efforts initiated					<a href="#">See Appendix E</a>	Efforts to conserve campus resources will continue to be developed

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<b>ISU Strategic Plan Goals and Objectives</b>	<b>Strategic Plan Performance Measures</b>	<b>FY 2010</b>	<b>FY 2011</b>	<b>FY 2012</b>	<b>FY 2013</b>	<b>FY 2014</b>	<b>Current (FY 2014) Benchmarks</b>
4.3 ISU participates in partnerships with other entities and stakeholders	# of active partnerships, collaborative agreements, and contracts with public and private entities	1,066	1,071	1,008	1,023	ISU built an electronic workflow tracking system and database for all contracts with public and private entities. This project was completed in December 2014. Data will be reported in FY 2015.	# of partnerships will increase by 5% over next 5 years
<b>Goal 5: Stewardship of Institutional Resources</b>							
5.1 Institutional reserves comparable to best practice	The institution maintains or exceeds reserves of 5% of total budget - (formula: Unrestricted Net Asset Balance "Reserves"/Operating Expenses)	3.7%	5.9%	7.3%	12.6%	16.2%	Maintain a minimum target reserve of 5% of total budget.
5.2 Institution continually assesses and periodically reviews its utilization of resources.	# of academic, non-academic and co-curricular program reviews conducted each year.	4 academic	2 academic	13 academic	6 academic	All academic and non-academic programs were reviewed with the Program Prioritization Project.	All to be reviewed at least every 5 years. The Program Prioritization Project is on-going with the data being refreshed each year.

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## Appendix A

### Idaho State University - Pass rates for required licensing & certification exams

\*Notes: This is not an exhaustive list of pass rates. Rates for Nursing, Pharmacy, Physician Assistant programs etc. are provided as examples; pass rates for graduates of all academic health professions programs consistently meet or exceed the national pass rates.

Description	FY 2009	FY2010	FY2011	FY2012	FY2013	FY2014
Nursing (RN) –ISU pass rate	97%	91%	89%	96%	92%	87%
Nursing (RN) –National pass rate	87%	88%	87%	88%	90%	82%
Nursing (FNP AANPCP Certification) - ISU pass rate			96%	97%	95%	97%
Nursing (FNP AANPCP Certification) - National pass rate			89%	87%	88%	87%
Nursing (ACNS ANCC Certification - ISU pass rate			100%	100%	100%	No students graduating in this option
Nursing (ACNS ANCC Certification) - National pass rate			76%	71%	75.8%	No students graduating in this option
Pharmacy – ISU pass rate	98%	100%	98%	100%	97%	93%
Pharmacy – National pass rate	97%	95%	97%	98%	97%	96%
Physician Assistant – ISU pass rate	79%	96%	96%	97%	97%	97%
Physician Assistant – National pass rate	89%	92%	94%	91%	93%	94%
PRAXIS-II Subject Area Tests required for Teacher Certification - All Program Completer for ISU	100%	100%	100%	99%	100%	100%
Occupational Therapy NBCOT - ISU first-time test takers (2010-2012)				94%	100%	100%



## Appendix B

### Idaho State University - Placement rates for selected programs

\*Notes: This is not an exhaustive list of placement rates. ISU intends to utilize the State Longitudinal Database System (SLDS) as soon as Idaho Department of Labor data is available to assist with placement rates.

Description	FY 2009	FY2010	FY2011	FY2012	FY2013	FY2014
College of Technology - All Professional Technical Education	77.75%	83.33%	85.68%	87.20%	87.60%	91.58%
Radiographic Science ( self-reported on a survey)	100%	100%	100%	100%	100%	100%
Occupational Therapy ( self-reported on a survey)				100%	100%	100%
Pharmacy (self-reported on survey)	100%	100%	100%	100%	100%	100%

## Appendix C

### Idaho State University –

#### Performance Measure 2.2.1 - Average Time to Complete Degree in Years

\*Notes: This methodology counts the number of years between the year a student first enters the university and the year the student is awarded a degree. The methodology is impacted by "stop-outs" between when the student first enters the university and when the student receives their degree.

<b>Degree Type</b>	<b>FY11</b>	<b>FY12</b>	<b>FY13</b>	<b>FY14</b>
<b>Technical Certificate</b>	4.69	4.56	3.90	3.97
<b>Associate's</b>	6.9	7.66	5.95	6.31
<b>Bachelor's</b>	8.27	8.02	8.09	7.58
<b>Master's</b>	5.92	6.42	5.91	5.45
<b>Doctorate</b>	6.48	7.11	6.58	5.68

## Appendix D

### Idaho State University – Retention Rates from Freshmen to Sophomore and Sophomore to Junior (fall-to-fall retention)

\*Notes: The methodology used is all full-time and part-time degree-seeking freshmen and the number that re-enroll the next fall term. All full-time and part-time degree-seeking sophomores enrolled and the number that re-enroll the next fall term. The student classification (freshmen, sophomore, junior, and senior) is not considered on re-enrollment the next fall term, only if the student returned in the fall. Students that are awarded a degree between the fall-to-fall time period are counted as retained.

Class level	FY11	FY12	FY13	FY14
<b>Freshmen to Sophomore</b>				
<b>Full-time</b>	62.3%	62.3%	67.6%	69.0%
<b>Part-time</b>	49.8%	45.3%	46.8%	47.2%
<b>Sophomore to Junior</b>				
<b>Full-time</b>	77.8%	77.3%	78.7%	78.5%
<b>Part-time</b>	60.0%	61.4%	58.8%	57.9%

Note: The first-time full-time freshmen cohort is a subset of the total full-time freshmen in the table above.

Cohort	FY11	FY12	FY13	FY14
First-time Full-time Freshmen	62.1%	61.7%	66.9%	70.6%

## Appendix E

### Idaho State University – Conservation and Energy Reducing Projects

\*Notes: This is not an exhaustive list of conservation and energy reducing projects. The university has completed other projects like window replacements and HVAC upgrades/repair/replacement that makes ISU more energy efficient.

**1. 2008-9:** Purchased 5 electric vehicles for the grounds operations.

- Replaced fuel consumption of 5 gasoline powered pick-up trucks with electricity.
- Improved air quality surrounding academic buildings.
- Reduced noise pollution around surrounding residential and academic buildings.
- Saves on average 15.95 gal/day of gasoline.

**2. 2010:** Stopped burning coal at the heat plant.

- Eliminated transportation of 3000 tons of coal to the heat plant.
- Reduced emissions of sulfur dioxide, carbon monoxide, nitrogen oxide and many other volatile organic compounds (VOC) in to the environment by switching to natural gas.
- The heat plant runs more efficient on cleaner burning natural gas.
- Deleting the use of coal as a heating fuel has eliminated a problem of fugitive dust in the facility.

**3. 2011:** Bio-diesel production and increased recycling sustainability.

- Bio-diesel production begins with the idea to make recycling more sustainable by operating the recycling pick up vehicle on a clean renewable fuel.
- Processing waste cooking oil, produced by campus kitchens, into bio-diesel reduces emissions as compared to burning petroleum fuel.
- Bio-diesel is one of the EPA's preferred clean burning fuels, and is also a carbon neutral energy source.
- Facilities in partnership with the college of Technology's, Energy Systems Technology & Education Center (ESTEC) operate the production process together.
- Besides providing a clean source of power, the bio-diesel program is a marketing tool for attracting and retaining students. The processing unit is located in an enclosed mobile trailer that can be transported to high schools for demonstrating the science and opportunities at ISU.

## Appendix E - continued

- Currently 5 to 10 gallons of waste cooking oil per week are collected from one kitchen, and processed into bio-diesel during the school sessions. The potential to collect oil from the other three kitchens are in the future plans.
  - To date bi-diesel production has saved the purchase of approximately 160 gallons of petroleum fuel.
4. **2011-12:** The greater part of recycling is operated by the custodial department.
- Recycling reports 208 tons of recyclable material recovered around campus to date.
  - Custodial is phasing in waterless urinals that use only one gallon of water every 3 months.
5. **2011-12:** Maintenance and operations.
- The maintenance department reports installation of 17 new water fountains that have the ability to re fill reusable water bottles.
  - Has reduced the plastic waste steam comparable to 48,871 plastic water bottles.
6. **2011-12:** Energy Efficient Lighting Projects.
- Eight projects totaling 338,039 KWH in energy use reduction.
  - Reduction in utility billing totaling \$19,872.00 annually.
7. **2013-14:** Energy Efficient Lighting Projects.
- Quad Lighting project phase II, will reduce electrical energy by an additional 30,590 KWH.
  - Custodial is piloting high-efficiency hand dryers which will eliminate the need for paper towels in restrooms.
  - LED retro-fit kits for standard florescent lighting are being installed and tested for suitability.
7. **2014-15:** Future energy sustainability projects.
- 100,000 watts of energy savings for changing wall packs and flood lights on exterior of buildings to LED lighting.
  - 27,000 watts of energy savings for changing emergency exit signs to LED lighting.
  - LED retrofit projects will save electricity at approximately 4 amps @ 120V per 4-tube fixture. Retro-fit work will continue as a stock of fixtures remains.

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# Lewis-Clark State College

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## STRATEGIC PLAN FY 2016-2020

# Lewis-Clark

## STATE

C O L L E G E

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*Connecting Learning to Life*

### STRATEGIC PLAN FY 2016-2020



March 16, 2015



## VISION

Lewis-Clark State College (LCSC) will fulfill the Idaho State Board of Education's vision of a seamless public education system by integrating traditional baccalaureate programs, professional-technical training programs, and community college and community support programs within a single institution, serving diverse needs within a single student body, and providing outstanding teaching and support by a single faculty and administrative team.

The college's one-mission, one-team approach will prepare citizens from all walks of life to make the most of their individual potential and will contribute to the common good by fostering respect and close teamwork among all Idahoans. Sustaining a tradition that dates back to its founding as a teacher training college in 1893, LCSC will continue to place paramount emphasis on effective instruction—focusing on the quality of the teaching and learning environment for traditional and non-traditional academic classes, professional-technical education, and community instructional programs.

As professed in the college's motto, "Connecting Learning to Life," instruction will foster powerful links between classroom knowledge and theory and personal experience and application. Accordingly, LCSC will:

- Actively partner with the K-12 school system, community service agencies, and private enterprises and support regional economic and cultural development
- Strive to sustain its tradition as the most accessible four-year higher-education institution in Idaho by rigorously managing program costs, student fees, housing, textbook and lab costs, and financial assistance to ensure affordability
- Vigorously manage the academic accessibility of its programs through accurate placement, use of student-centered course curricula, and constant oversight of faculty teaching effectiveness
- Nurture the development of strong personal values and emphasize teamwork to equip its students to become productive and effective citizens who will work together to make a positive difference in the region, the state, the nation, and the world.

## MISSION

Lewis-Clark State College is a regional state college offering instruction in the liberal arts and sciences, professional areas tailored to the educational needs of Idaho, applied technical programs which support the local and state economy and other educational programs designed to meet the needs of Idahoans.

### **Core Theme One: Connecting Learning to Life Through Academic Programs**

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

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

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

### **Core Theme Three: Connecting Learning to Life Through Community Programs**

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





**STRATEGIC PLAN  
FY 2016-2020**

## **Goal 1**

### **Sustain and enhance excellence in teaching and learning.**

#### **Objective 1A.**

Strengthen courses, programs, and curricula consonant with the mission and core themes of the institution.

Courses and programs will be assessed. The college will identify opportunities for improvement, expansion, and/or elimination of courses and programs; will foster closer collaboration and integration with the K-12 system; and will engage the local community and business leadership in the planning of current and future program offerings. The college will explore initiatives to improve student preparation and readiness to succeed in college level courses.

Timeline: FY 2014-2018 ongoing

Action: President, Provost and Vice Presidents, Director of Institutional Planning, Research and Assessment, Assessment Coordination Committee, Functional Area Committees, Division/Unit Assessment Committees

**Progress:** During FY14, all instructional and non-instructional programs, including auxiliaries and athletics, were reviewed through the program prioritization process. Program changes have been implemented and reported to the State Board at prescribed intervals. Action plans and major reviews are ongoing.

#### **Performance Measure(s):**

Assessment submission

Benchmark: All units of the college will submit assessment documents that reflect genuine analysis and accurate reporting

Performance: 98% of units completed assessment (FY 2014)

First-time licensing/certification exam pass rates for graduates of professional programs

Benchmark: Meet or exceed national average

Performance: RN: LCSC 95%/National 84%, PN: 75%/85%, ARRT 100%/89% (FY 2014)

Percentage of responding LCSC graduates with positive placement

Benchmark: 95% of responding LCSC graduates will have positive placement

Performance: 95% (FY 2014)

Number of teacher education candidates who are certified each year by specialty and meet the Federal Highly Qualified Teacher definition

Benchmark: The percentage of first-time students passing the PRAXIS II will exceed 90%

Performance: 83% (FY 2014)

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(SBOE system-wide performance measure)

Average number of credits earned at completion of certificate or degree program

Benchmark: Associate- 70 (SBOE Benchmark) Bachelor - 130 (SBOE Benchmark)

Performance: Associate 94, Bachelor 148 (FY 2013)

**Objective 1B.**

Ensure the General Education Core achieves its expected learning outcomes.

The alignment of the General Education Core with institutional General Education goals and statewide General Education standards will be assessed. Cross-disciplinary communication and collaboration will improve faculty design and delivery of General Education Core courses. The college will ensure faculty with teaching assignments within the General Education Core understand institutional General Education goals.

Timeline: FY 2015

Action: Provost, Dean of Academic Programs, General Education Committee

**Progress:** Over the course of AY14-15, college faculty have completed the GEM stamping process of all general education coursework and an internal parallel process for the institutionally designated categories. A faculty-designed and developed General Education Core Assessment Plan will be completed by the end of Spring 2015 and implemented in AY15-16. Academic Dean, Mary Flores, was appointed to the State General Education Committee. The ETS Proficiency Profile was administered in 2014 and will be administered again in spring 2017.

**Performance Measure(s):**

ETS Proficiency Profile critical thinking construct

Benchmark: LCSC will score at the 90<sup>th</sup> percentile or better of comparison participating institutions (Carnegie Classification-Baccalaureate Diverse) on the ETS Proficiency Profile critical thinking construct.

Performance: 88<sup>th</sup> percentile (FY 2014); New performance measures and benchmarks will be set once General Education Assessment Plan is completed.

**Objective 1C.**

Optimize technology-based course delivery, resources, and support services for students, faculty, and staff.

Equipment, software, and technological capabilities will be current and sufficient for student, faculty, and staff needs. Training in effective online course design and instruction for faculty will be strengthened.

Timeline: FY 2014-2015

Action: Provost, Chief Technology Officer, Director of e-Learning Services, Data Advisory Committee, Instructional Technology Advisory Committee

**Progress:** The college moved to managed hosting and outsourced Help Desk functions for the online teaching platform, *Blackboard*. The e-Learning Services department continues to provide online training modules for faculty and one-on-one personalized instruction. Information Technology outfitted three classrooms with touch-screen switching devices, assumed support for Apple technology across campus, expanded Help Desk hours in support of students and faculty, and

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installed a cloud-based simulation control system in the human simulation lab.

**Performance Measure(s):**

Annual end-of-term duplicated headcount for students enrolled in web, hybrid, and lecture/web-enhanced courses  
Benchmark: 8,000  
Performance: 8,726 (FY 2014)

**Objective 1D.**

Maximize direct faculty and student interactions inside and outside the classroom.

LCSC will maintain appropriate student-to-faculty ratios by providing adequate numbers of sections for high- demand courses and by keeping course capacities at appropriate levels. The college will seek to increase student participation and engagement in academic and non-curricular activities.

Timeline: FY 2016

Action: Provost, Vice President for Student Affairs, Director of Institutional Planning, Research and Assessment

**Progress:** PG 14-19, Demand-based Course Scheduling, was initiated to explore options to achieve a schedule of course offerings which meets the needs of students for completing degree requirements and makes the best use of campus facilities and faculty resources. Additional late-afternoon and evening classes were scheduled, beginning in Fall 2014, and the feasibility of offering intense weekend sections of core classes (including English 101 and Communication 204) is being explored. IVC use between the main campus and the Coeur d'Alene Center has expanded. During the 2014-15 academic year, several faculty have been invited to share meals and enjoy gaming and/or conversations with students living in LCSC residence halls.

**Performance Measure(s):**

Student to teacher ratio  
Benchmark: LCSC will maintain a 16 to 1 student teacher ratio  
Performance: 16 to 1 (FY 2014)

Number of students participating in undergraduate research  
Benchmark: 150  
[Faculty: 4; Student oral presentations: 70; Student posters: 40]

The number of presentations at the LCSC Senior Research Symposium  
Benchmark: 150  
Performance: Total 114 [Faculty: 4; Student oral presentations: 70; Student posters: 40]

**Objective 1E.**

Recruit and retain a highly qualified and diverse faculty and staff.

The college will work to provide fair and competitive compensation for faculty and staff and will support increased opportunities for faculty and staff development. All faculty and staff pay will meet or exceed the median reported from peer institutions. Faculty development opportunities will be increased. Adjunct faculty pay will be increased.

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Timeline: FY 2014-2018

Action: President, Provost and Vice Presidents, Deans

**Progress:** College administration supported the SBOE's FY 2015 line item request for increased compensation for faculty and staff. A 2% change in employee compensation (CEC: 1% ongoing, 1% one-time) was approved by the legislature. The legislature has recommended a 3% ongoing CEC request for FY206. The college Compensation Review Committee meets regularly to consider issues of employee compensation, both monetary and non-monetary.

**Performance Measure(s):**

**Classified Staff:**

State of Idaho Classified Staff Pay Schedule

Benchmark: LCSC Classified Staff agency compa-ratio will equal or exceed 100% of State Policy

Performance: (from Dec 2014 DHR State Employee Compensation report): LCSC Classified Staff average salary = 81.2% of policy.

**Professional (Exempt) Staff:**

College and University Professional Association for Human Resources (C.U.P.A.) - Administrative Salary Survey

Benchmark: Average aggregated salaries of LCSC Professional Staff will equal or exceed average of C.U.P.A. average for corresponding job descriptions.

Performance: Average LCSC Professional Staff salary levels estimated at 84% of C.U.P.A. average.

**Faculty:**

Integrated Postsecondary Education Data System (IPEDS) Data Feedback Report

Benchmark: Average compensation for LCSC Faculty members ("all ranks" measure) will equal or exceed the all-ranks, combined average for LCSC's peer institutions.

Performance: LCSC's 2014 IPEDS DFR all-ranks faculty salary average is 86% of peers' average.

**Objective 1F.**

Provide a safe, healthy, and positive environment for teaching and learning.

The college will increase the accessibility and safety of campus facilities and processes, expand wellness and healthy lifestyle participation, and foster a positive learning and working environment.

Timeline: Ongoing

Action: Vice President for Finance and Administration

**Progress:** Access improvements in FY 2013 through FY 2015 included construction projects to increase ADA access for campus users including, *inter alia*, additional sidewalk cuts to accommodate wheelchair access in high traffic areas, sidewalk repairs, installation of external wheel chair ramps, and internal ADA-compliant ramps within the Administration Building as part of the Silverthorne Theatre upgrade project. The LCSC Safety Committee identified traffic hazards (need for additional street lighting, signage, and tree trimming where drivers' views were obstructed) which were subsequently eliminated by Physical Plant, Security, and the City of Lewiston. Continued progress was made on the Presidential Planning Guidance wellness initiative (PG-65) which included implementation of LCSC's fresh air (smoke free) campus beginning in Fall 2013. Employee participation in the statewide "thriveidaho" program increased. The college's Behavioral Response Team and the Title IX Coordinator conducted specialized training for faculty

who serve on the college's hearing board. This training was focused on helping them understand their roles and responsibilities when hearing cases involving sexual misconduct. In addition, an information campaign about Title IX related matters was initiated during the Fall 2014 student orientation program and has continued with informational posters and emails to LCSC students. Finally, an on-line sexual harassment training was piloted with selected groups of LCSC students including residence hall occupants and student athletes.

**Performance Measure(s):**

ADA compliance

Benchmark: Zero ADA-related discrepancies noted in annual Division of Building Safety (DBS) campus inspection (and prompt action to respond to any such discrepancies if benchmark not achieved)

Performance: No significant ADA-related discrepancies were noted during the 2014 DBS inspection. Two minor items (sign placement and rail adjustment) were corrected on the spot.

Wellness Programs

Benchmark: Provide information and updates to all College employees on wellness activities at least 10 times each Fiscal Year

Performance: 16 wellness activities conducted in 2014.

## **Goal 2**

### **Optimize student enrollment and promote student success.**

**Objective 2A.**

Marketing efforts will focus on clearly identified populations of prospective students.

The college will establish a brand identity for advertising and marketing. It will expand outreach to students seeking a residential college experience and to potential students who do not think they need college, do not think they can succeed in college, or do not think they can afford college. The college will increase its recruiting efforts for non-traditional students, strengthen its support of community college transfer students, and establish enrollment targets for out-of-state and international students. The college will leverage dual credit and Tech Prep programs as a means to connect with high school students and invest in scholarships to strategically grow enrollment.

Timeline: FY 2013 ongoing

Action: Vice President for Student Affairs, Director of College Communications, Director of New Student Recruitment, Director of International Programs.

**Progress:** An advertising calendar was developed in August 2013 and a marketing committee has been formed. Community college and non-traditional recruitment strategies are being vetted with the campus community. A marketing committee was formed by the president in August 2014 and, through the fall semester, identified a five-point marketing plan intended to be implemented over the course of the next year. In addition, the college increased the use of billboard and other media in all target markets but especially in Southern Idaho.

**Performance Measure(s):**

(SBOE system-wide performance measure)

Dual credit hours earned and the unduplicated headcount of participating students

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Benchmark: 3,500; 600  
Performance: 2,224; 622 (FY 2014)

High school students participating in concurrent enrollment programs (headcount and total credit hours)

Benchmark: Annual Enrollment - 1,500\* Annual Total Credit Hours – 8,000\*

\*These values reflect anticipated loss of enrollment due to proposed fee changes for Tech Prep students.

Performance: 1,959; 7,963 (FY 2014)

Scholarship dollars awarded per student FTE

Benchmark: \$1,950

Performance: \$2,142 (FY 2014)

**Objective 2B.**

Retain and graduate a diverse student body.

LCSC will implement a student success course to enhance academic skills, impart post-secondary values and expectations, and coach students during their first semester. The course will supplement other curricular and advising reforms targeted towards students who place into Math and English courses below core levels.

Timeline: FY 2014

Action: Provost, Vice President for Student Affairs, Dean of Academic Programs

**Progress:** Centralized Advising has been implemented and is serving over 700 students. The program has been assessed via student surveys and feedback from faculty. Pre-admission programs include new correspondence intended better explain the financial aid, scholarship, and fee payment processes. Working with faculty leadership, the college established ID 140 – a student success courses required for students who are admitted to the college on a conditional basis or who place into developmental coursework. The courses were offered in Fall 2014 and retention rates will be monitored into Fall 2015. In addition, the college adopted a policy requiring orientation of degree-seeking students. The LCSC Teaching-Learning Center opened January 2015 with numerous formal and informal events held throughout spring semester. Next steps include fuller integration with existing campus departments such as e-Learning Services and regional K-12 partners.

Timeline: FY 2014

Action: Vice President for Student Affairs; Provost

**Performance Measures:**

(SBOE system-wide performance measure)

Total degree production (undergraduate)

Benchmark: 800

Performance: 739 (FY 2014)

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(SBOE system-wide performance measure)

Unduplicated headcount of graduates and percent of graduates to total unduplicated headcount (split by undergraduate/graduate).

Benchmark: 700/12%

Performance: 675; 12% (FY 2014)

(SBOE system-wide performance measure)

Unduplicated headcount of graduates over rolling 3-year average degree-seeking FTE (split by undergraduate/graduate).

Benchmark:

Performance: 675/2756; 25%

(SBOE system-wide performance measure)

Total full-time new and transfer students that are retained or graduate the following year (excluding death, military service, and mission)

Benchmark: 70%

Performance: 370/ 575=64% (FY 2014)

First-year/ full-time cohort retention rate

Benchmark: 60%

Performance: 61% (FY 2014)

The number of degrees and certificates awarded per 100 FTE undergraduate students enrolled

Benchmark: 24

Performance: 25 (FY 2014)

First-year/ full-time cohort 150% graduation rate

Benchmark: 35%

Performance: 27% (FY 2014)

LCSC will establish a Center for Teaching and Learning in order to support and share improvements in teaching, assessment, and curriculum development. [Center operations commenced in FY2015.]

Timeline: FY 2015

Action: Provost, Vice President for Student Affairs

**Objective 2C.**

Maximize student satisfaction and engagement.

The college will conduct student satisfaction surveys on an annual basis and participate in the National Survey of Student Engagement (NSSE) every three years. The college will also conduct an internal analysis to identify areas for improvement in the student enrollment cycle and academic cycle. The college will expand infrastructure to entice students to reside on campus and, with the input and guidance of student government, will support a wide variety of social and academic student activities.



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Timeline: FY 2014-2015

Action: Vice President for Student Affairs, Director of Institutional Planning, Research and Assessment

**Progress:** A new committee called “Student Support Committee” was formed and consists of Student Affairs directors whose primary role is to provide on-going support to students once they are enrolled at the college. This committee has developed a new student satisfaction survey, which is under review. If approved, the survey should assist college personnel in identifying gaps in the quality and overall delivery of services.

**Performance Measure(s):**

National Survey of Student Engagement (NSSE)

Benchmark: 90% of LCSC students will be satisfied

Performance: 89% (FY 2014)

### **Goal 3**

**Strengthen and expand collaborative relationships and partnerships.**

**Objective 3A.**

Increase volunteer, internship, and career placement opportunities.

The college will foster, promote and track student internship opportunities within each division, determine local business and industry needs through periodic surveys or professional forums, and leverage campus expertise to build and maintain relationships with local business and industry. All matriculated students will serve as volunteers and/or interns as part of their educational program.

Timeline: FY 2017

Action: Provost, Deans

**Progress:** Every instructional program either requires or provides an optional internship opportunity for students. With the loss of the AmeriCorps grant, funding for coordination of volunteer or service learning services has been greatly reduced. Efforts are underway to realign these activities with existing programming.

**Performance Measure:**

Number of students participating in internships

Benchmark: 800

Performance: 655 (FY 2014)

### **Objective 3B.**

Collaborate with relevant businesses, industries, agencies, practitioners, and organizations for the beneficial exchange of knowledge and resources.

The college will develop an inventory of faculty expertise that committees and boards of local

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organizations may draw upon. Faculty and staff will actively participate in statewide development of processes and systems to strengthen K-20 partnerships. LCSC will foster, promote, and support student, faculty, and staff research or other projects that benefit the community and region. LCSC will increase Workforce Training efforts.

Timeline: FY 2015

Action: Provost, Dean of Community Programs and Governmental Relations, Director of Grants and Contracts

**Progress:** Partnerships with K-12 through the Teacher Education Preparation programs and the new Teaching-Learning Center continues. The annual Research Symposium provides an opportunity to engage with community members and business leaders.

**Performance Measure(s):**

Number of adults enrolled in customized training (including statewide fire and emergency services training programs).

Benchmark: 4,000

Performance: 3,533 (FY 2014)

**Objective 3C.**

Increase cooperation and engagement of alumni for the advancement of the college.

LCSC will invite alumni to participate in ongoing networking activities and campus events, create an alumni mentorship program for students, and incorporate alumni presence and testimonials in institutional advertising campaigns and recruiting efforts.

Timeline: FY 2017

Action: Director of College Advancement, Director of Alumni and Community Relations, President of the LCSC Alumni Association

**Progress:** The LCSC Alumni Association continues to boost program and event participation of alumni and students, regional outreach, volunteer service, and leadership opportunities. The Alumni Mentorship Program launched this year with ten (10) alumni from across the region serving as mentors to current students. The LCSCAA is actively involved in the creation and implementation of L-C's Homecoming event, which is scheduled to take place this fall.

**Performance Measure(s):**

Number of Alumni Association members

Benchmark: 17,500

Performance: 15,819 (FY14)

**Objective 3D.**

Advance the college with community members, business leaders, political leaders, and current and future donors.

The college will invite local community and business leaders to participate in college activities and arrange for current students and alumni to meet with key individuals to promote the benefits of higher education and the needs of LCSC. LCSC will create opportunities for business and political leaders and future donors to engage in learning sessions with current students.

Timeline: Ongoing

Action: President, Provost and Vice Presidents, Deans, Director of College Advancement, President of the LCSC Foundation

**Progress:** College Advancement has hosted a variety of special events that promote higher education and advance the needs of LCSC. The annual Scholarship Luncheon-attended by 100+ donors, business leaders, community members and students who benefit from scholarships-provides guests an opportunity to engage with students and get involved in giving. Foundation Scholar events are social events that connect students with donors who sponsor scholarships throughout the student's entire college career. Alumni Affairs recently established a mentorship program that connects a business leader to a current LCSC student in need of career advice and support.

The College Advancement team meets with businesses and community members daily to better educate the community on higher education and areas in need of support. College Advancement continues to work diligently to pursue community partners that can assist the college in achieving its mission via volunteer opportunities, mentorship programs, internships, and donations. In 2014, LCSC successfully completed a five year capital campaign generating over \$13.5 million.

**Performance Measure(s)**

LCSC will continue to strengthen its relationship to the local community through promotion of the National Association of Intercollegiate Athletics Champions of Character student-athlete program  
Benchmark: Annually meet National Association of Intercollegiate Athletics (NAIA) Five Star Champions of Character criteria  
Performance: Met criteria (FY 2014)

Timeline: FY 2017

Action: Athletic Director

**Progress:** LC Athletics continues to advance the College with all constituents through community service and engagement. This year members of the department will exceed 1,000 hours of community service. The NAIA criteria to be a Five Star Champions of character institution changed this year and LCSC expects to meet this benchmark as projected in FY17.

**Goal 4**

**Leverage resources to maximize institutional strength and efficiency.**

**Objective 4A.**

Allocate and reallocate funds to support priorities and program areas that are significant in meeting the role and mission of the institution.

Budget and assessment instruments will provide clear links to the strategic plan. Information regarding existing and expected financial resources and targeted priorities will be readily available.

Timeline: Ongoing

Actions: President, Provost and Vice Presidents, Deans, Chair of Faculty Senate

**Progress:** Presidential Planning Guidance (PGs) and Unit Action Plan templates and procedures were revamped prior to the Fall 2014 planning and budgeting cycle to reflect the new LCSC

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strategic plan and incorporate Zero-Base Budgeting (ZBB) and Program Prioritization (PP) findings. Unit Action Plan proposals were directly tied to the strategic plan. The Institutional Assessment Plan dovetails with the Strategic Plan. ZBB and PP guidelines are embedded in an expanded program assessment process. All planning and assessment reference materials and plans/reports were posted on the LCSC intranet for the Fall 2014 and Spring 2015 planning, budgeting, and assessment cycles. Strategic Plan priorities and budget plans were briefed by the President to faculty, staff, students and other key stakeholders. Budgets, strategic plan documents, annual performance measures reports, and assessment documents—directly linked to the overall strategic plan—are readily available.

**Performance Measure(s):**

(SBOE system-wide performance measure)

Cost per credit hour – Financials divided by total weighted undergraduate credit hours from the EWA report

Benchmark: \$290

Performance: \$301 (FY 2014)

**Objective 4B.**

Assess and modify organizational structure and institutional processes to ensure the most effective use of resources.

LCSC will review current organizational structure and implement modifications to streamline processes and enhance communication.

Timeline: Ongoing

Action: President, Provost and Vice Presidents, Faculty Senate, Professional Staff Organization, Classified staff Organization

**Progress:** In Spring 2014, an expanded Functional Area Committee (FAC) structure was put in place and utilized to focus on the State Board of Education-directed Program Prioritization initiative during the annual assessment cycle. This successful effort enabled a smooth transition into the FAC efforts in the Fall 2014 planning cycle and during budget development for FY2016. Program assessment has been fortified at the division/unit level, and Program Prioritization action plans and follow-up efforts are underway.

**Performance Measure(s):**

(SBOE system-wide performance measure)

Efficiency – Certificates (of at least 1-year or more) and degree completions per \$100,000 of financials

Benchmark: 2.5

Performance: 1.5 (FY 2014)

**Objective 4C.**

Continuously improve campus buildings, grounds, and infrastructure to maximize environmental sustainability and learning opportunities.

The college will assess and update the Campus Facilities Master Plan on an annual basis, with priority given to classrooms and teaching. The college will implement building maintenance initiatives to increase energy efficiency, use of green technology, and recycling.

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Timeline: Ongoing

Action: Provost, Vice President for Finance and Administration

**Progress Report:** An updated Campus Facilities Master Plan went into effect in July 2014. Classroom refurbishing and carpeting projects continued during FY 2014 and FY 2015. A major renovation to the Administration Building (Silverthorne Theatre, and support areas) is nearing completion. A campus-wide Energy Survey and Analysis project is underway. Other major improvements included establishment of a consolidated testing center and a new Teaching and Learning Center (as part of PG-66).

**Objective 4D.**

Create a timetable for the sustainable acquisition and replacement of instruments, machinery, equipment, and technologies and ensure required infrastructure is in place.

LCSC will create an inventory schedule of campus physical resources that includes lifespans, maintenance contracts, and estimated replacement dates, and will update the schedule on an annual basis. The college will develop a campus-wide funding plan for maintenance and replacement of resources.

Timeline: FY 2014

Action: Provost, Vice President for Finance and Administration

**Progress:** The revised capital replacement process is now in operation. LCSC's capital equipment has been inventoried, and, using the value of these assets and the depreciation schedules based on the useful life spans of the various equipment categories, the college submitted capital replacement requests to the Legislature for the FY 2016 budget (this laid the groundwork for the first significant replacement capital outlay appropriation for LCSC in over five years). Budgeting for high-cost institutional technology equipment and upgrades to classroom technology is in place. A capital equipment replacement funding mechanism has also been established within the Student Union operating budget to address planned or emergency replacement of high-cost equipment used by dining services.

**Objective 4E.**

Identify and secure public and private funding to support strategic plan priorities.

Faculty and staff capacity to secure external funding will be strengthened by supporting grant writing efforts at both the departmental and institutional level. LCSC will collaborate with public and private stakeholders to generate the resources necessary to expand facilities and programs and will broaden communication and outreach to connect the entire college community to the LCSC Foundation and evolving fundraising initiatives.

Timeline: Ongoing

Action: President, Provost and Vice Presidents, Director of College Advancement, President of the LCSC Foundation, Director of Grants and Contracts

**Progress:** LCSC's General Education appropriation is expected to grow to \$32.3M for FY2016, representing an increase of 11.6% in total funds and 5.7% in ongoing funds over the college's FY2015 funding level. The Professional-Technical budget appropriation is expected to exceed \$4.2M, representing a 6% increase from FY2015 funding levels. Training of new grant writers and unit supervisors continues. At the end of FY 2014, the college had over 85 active grants worth over \$7M, despite the negative impacts of federal sequestration on key LCSC programs and elimination of Congressional earmarks. In the College Advancement arena, the "Campaign LCSC" fund-raising

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initiative concluded in May 2014—and the campaign’s \$12M goal was exceeded by over \$1.5M. The LCSC Foundation’s total assets reached an all-time high of over \$8.24M (as of 1 Mar 2015).

**Performance Measure(s):**

Institution funding from competitive grants

Benchmark: \$2.0M

Performance: \$2.5M (FY2014 year-end snapshot)

Institutional reserves comparable to best practice.

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

Performance: 6.5% (State Board calculation based on end of year FY2014 financials)

LCSC Capital Campaign

Benchmark: \$12M to be raised by 1 June 2014.

Performance: \$13.5M was raised. Campaign is complete.

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**Lewis-Clark State College FY 2016-2020**

**Appendix 1**

<b>Goal 1 - Sustain and enhance excellence in teaching and learning</b>					
<b>Performance Measure</b>	<b>FY 2011</b>	<b>FY 2012</b>	<b>FY 2013</b>	<b>FY 2014</b>	<b>Benchmark</b>
<b>Objective 1A: Strengthen courses, programs and curricula consonant with the mission and core themes of the institution</b>					
Assessment submission	84%	85%	97%	98%	All units of the college will submit assessment documents
First-time licensing/certification exam pass rates	NCLEX RN 95% (National Average=89%)	NCLEX RN 89% (National Average=90%)	NCLEX RN 92% (National Average=91%)	NCLEX RN 95% (National Average=84%)	Meet or Exceed National Average
	NCLEX PN 100% (National Average=87%)	NCLEX PN 86% (National Average=84%)	NCLEX PN 100% (National Average=85%)	NCLEX PN 75% (National Average=85%)	Meet or Exceed National Average
	ARRT 100% (National Average=93%)	ARRT 100% (National Average=93%)	ARRT 92% (National Average=90%)	ARRT 100% (National Average=89%)	Meet or Exceed National Average
Percentage of LCSC graduates with positive placement	88%	87%	92%	95%	95%
Number of Idaho teachers who are certified each year by specialty and meet the Federal Highly Qualified Teacher definition	PRAXIS II 92%	PRAXIS II 90%	PRAXIS II 93%	PRAXIS II 83%	90%
Average number of credits earned at completion of certificate or degree program	Associate 108	Associate 107	Associate 102	Associate 94	Associate 70
	Bachelor 148	Bachelor 148	Bachelor 147	Bachelor 148	Bachelor 130
<b>Objective 1B: Ensure the General Education Core achieves its expected outcomes.</b>					
ETS Proficiency Profile Critical Thinking Construct <sup>1</sup>	88%			88%	90% or better of comparison participating institutions
<b>Objective 1C: Optimize technology-based course delivery, resources, and support services for students, faculty, and staff.</b>					
Fall end of term duplicated headcount for student enrolled in web and hybrid courses	7,431	7,945	7,726	8,726	8,000
<b>Objective 1D: Maximize direct faculty and student interactions inside and outside the classroom.</b>					
Student to teacher ratio	16:1	16:1	16:1	16:1	16:1
Number of students participating in undergraduate research	243	237	268	284	300
Number of presentations at the LCSC Senior Research Symposium	153	200	262	284	300
<b>Objective 1E: Recruit and retain a highly qualified and diverse faculty and staff.</b>					
State of Idaho Classified Staff Pay Schedule	80.3 %	81.7 %	80.9 %	81.2 %	100% of Policy
Instructional Personnel-Integrated Postsecondary Education Data System (IPEDS) Data Feedback Report <sup>2</sup>	89%	87%	86%	89%	100% of Average of Peer Institutions all Academic Rank

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<b>Goal 2 - Optimize student enrollment and promote student success</b>					
<b>Performance Measure</b>	<b>FY 2011</b>	<b>FY 2012</b>	<b>FY 2013</b>	<b>FY 2014</b>	<b>Benchmark</b>
<b><u>Objective 2A: Marketing efforts will focus on clearly identified populations of prospective students.</u></b>					
Credit hours of high school students participating in dual credit programs*	2,268	2,865	3,328	2,224	<b>3,500</b>
Headcount of high school students participating in dual credit programs*	427	500	554	622	<b>600</b>
Credit hours of high school students participating in concurrent enrollment programs	6,103	6,972	8,312	7,963	<b>8,000</b>
Headcount of high school students participating in concurrent enrollment programs.	1,488	1,805	1,797	1,959	<b>1,500</b>
Scholarship dollars per FTE	\$1,624	\$1,728	\$1,831	\$2,142	<b>\$1,950</b>
<b><u>Objective 2B: Retain and graduate a diverse student body.</u></b>					
Total degree production and headcount (undergraduate)*	607/ 573	773/ 712	688/ 652	739/ 675	<b>800</b>
Unduplicated headcount of graduates and percent of graduates to total unduplicated headcount (split by undergraduate and graduate)*	573/ 10%	712/ 12%	652/ 11%	675/12%	<b>700/12%</b>
Unduplicated number of graduates over rolling 3-year average degree-seeking FTE (separated by undergraduate/graduate)	573/ 2643 22%	712/ 2762 26%	652/ 2812 24%	675/ 2756 25%	
Total full-time new and transfer students that are retained or graduate the following year (exclude death, military service, and mission)*	57%	60%	54%	64%	<b>70%</b>
First-time full-time degree-seeking freshman retention rate	54% (N=599)	57% (N=596)	51% (N=577)	61% (N=533)	<b>60%</b>
Total certificates and degrees conferred and number of undergraduate certificate and degree completions per 100 (FTE) undergraduate students enrolled.	19	23	22	25	<b>24</b>
First-time/full-time cohort 150% graduation rate	28%	31%	30%	27%	<b>35%</b>
<b><u>Objective 2C: Maximize student satisfactions and engagement.</u></b>					
NSSE-National Survey of Student Engagement <sup>3</sup>		88%		89%	<b>90% of LCSC Students will be satisfied</b>



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<b>Goal 3 - Strengthen and expand collaborative relationships and partnerships</b>					
Performance Measure	FY 2011	FY 2012	FY 2013	FY 2014	Benchmark
<u>Objective 3A: Increase volunteer, internship, and career placement opportunities.</u>					
Number of students participating in internships	596	698	654	655	800
<u>Objective 3B: Collaborate with relevant businesses, industries, agencies, practitioners, and organizations for the beneficial exchange of knowledge.</u>					
Number of adults enrolled in customized training (including statewide fire and emergency services training programs)	2,921	3,627	3,659	3,533	4,000
<u>Objective 3C: Increase cooperation and engagement of alumni for the advancement of the college.</u>					
Number of Alumni Association members	12,176	12,726	13,301	13,904	15,000

<b>Goal 4 - Leverage resources to maximize institutional strengths and efficiency</b>					
<u>Objective 4A: Allocate and reallocate funds to support priorities and program areas that are significant in meeting the role and mission of the institution.</u>					
Cost per credit hour - Financials divided by total weighted undergraduate credit hours from the EWA report.*	\$289	\$261	\$289	\$301	<b>\$290</b>
<u>Objective 4B: Assess and modify organizational structure and institutional processes to ensure the most effective use of resources.</u>					
Efficiency - Graduates (of at least 1-year or more) and degree completions per \$100,000 of financials*	1.3	1.5	1.4	1.5	2

\* Indicates SBOE System-wide performance measures

Notes:

1. This test is administered every 3 years. LCSC achieved an 86 percentile in the FY2008 (MAPP) administration. LCSC Mean Critical Thinking score for 2014 was 114.55 which places us in the 88 percentile and means that 88% of institutions who used this exam had a mean score lower than LC per the ETS Proficiency Profile Comparative Data.
2. The percentages for faculty represent LCSC's weighted average 9-month equivalent salary divided by the weighted average 9-month equivalent salary of LCSC's peer institutions, based on results of annual IPEDS DFR report.
3. Reflects the overall percentage of students satisfied with LCSC. This survey is administered every 3 years.

## Key External Factors

## Appendix 2

**Imperative for Growth:** The Idaho State Board of Education has directed the higher education institutions under its supervision to increase the proportion and number of Idahoans (25 to 34 year old cohort) with a college certificate or degree to 60% by 2020—essentially doubling output. The following factors will affect LCSC’s efforts to achieve this target:

LCSC is essentially an open-access institution—reducing admission standards likely would not generate significant numbers of new students. As LCSC reaches out to encourage college participation by underserved segments in Idaho’s population, the average level of college-preparedness of the student body is likely to decrease, and the level of support needed for students is likely to increase.

The current demographic trends in Idaho foretell low to modest growth in the number of secondary students and good, but flat, high school graduation rates. It is therefore not likely that the output of the K-12 pipeline would lead to a dramatic increase in enrollment at LCSC during the five-year planning window.

While a dramatic increase in Idaho’s high-school graduation rates is not foreseen during the five-year planning window, LCSC may be able to increase the number of high school graduates who elect to enroll in college, taking into account that Idaho’s current participation rate, less than 50%, is one of the lowest in the nation.

Although the national and Idaho 60% goals have been based on the premise that 60% of jobs in 2020 will require some degree of college education, the current and projected proportion of college educated employees within the Idaho workforce seems to be at a market clearing level of 36%, according to the report of the Idaho Legislature Office of Performance Evaluations. Currently, unemployment in Idaho is low compared to many states in the region. Strategically, this means it is unlikely that systemic structural unemployment rates will be a major driver of additional students applying to LCSC before the end of the five-year planning horizon. In fact, improving employment rates in Idaho would likely reduce the applicant pool as workers enter or re-enter the work force as the effects of the recession ease.

**Infrastructure:** Currently-available facilities, or a modest expansion thereof, are sufficient to support an increase in on-campus students proportionate to LCSC’s share of the State Board of Education’s 60% goal. Classroom and laboratory utilization rates have sufficient slack time throughout the day and week to absorb an estimated 50% or more increase in student enrollment. Within the course of the five-year planning window, the college, if necessary, could increase faculty and staff office space and parking. While expansion on such a scale is theoretically possible, it is unlikely to be necessary given headcount enrollment trends, currently averaging 3% per year. If the combined impact of LCSC action strategies to increase enrollment, improve retention, and increase program completion rates were to double the historical rate to 6% per year, the main campus student population would increase 50 percent by 2020—a level which, with good planning, could be accommodated by the current physical infrastructure.

Unlike the situation on the Normal Hill campus, infrastructure is a major limiting factor for LCSC’s Coeur d’Alene operations. A strategic initiative is underway to provide a joint facility to serve LCSC, North Idaho College (NIC), and University of Idaho students and staff on the NIC campus. The new facility has been recommended for funding by the Legislature and is expected to be completed before the end of

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the current strategic planning window (FY 2020). Infrastructure at the other LCSC outreach centers is estimated to be sufficient to support operations over the next five years.

Deferred maintenance needs over the course of the five-year planning window are estimated at roughly \$25 million for alteration and repair of existing facilities. Recent momentum in addressing HVAC and roof repairs needs to be sustained, but will depend primarily on availability of Permanent Building Fund dollars.

Over the past decade several major capital projects to expand facilities on the main campus have been completed (e.g., Activity Center, Sacajawea Hall, new parking lots, upgrades of Meriwether Lewis Hall and Thomas Jefferson Hall). For the main campus, LCSC's strategy for the five-year planning window is to focus on upgrades of existing facilities rather than erecting major new facilities.

Classroom capacity is sufficient to sustain current and projected enrollment levels for brick-and-mortar classes. Increased enrollment will necessitate scheduling adjustments that spread classes throughout day, evening, and weekend hours. Utility costs of extended class hours would increase marginally, but overall efficiency of facility operations would increase with the reduction of slack hours.

Recent efforts have increased the number of classroom seats and modernized classrooms and labs. Nevertheless, continued efforts are needed to modernize the classroom and lab infrastructure (teaching technology, lighting, furniture, acoustical treatments, and flooring).

Student housing units are not currently at maximum capacity. A study is underway (Presidential Guidance initiative PG-50) on possible strategies to add bed spaces. If projected trends warrant, it would be feasible to add new student housing by the end of the five-year strategic planning window and to convert some older housing units in the LCSC inventory to other uses, including office space.

On-campus and neighborhood parking is adequate to sustain employee and student operations through the remainder of FY 2015. The college has acquired property on the perimeter of the Normal Hill campus to accommodate additional parking (or facility construction) when needed. Parking options for LCSC's downtown facilities are more limited and cooperation with the city and local merchants will be needed if main street operations continue to expand.

Recent office space modernization efforts need to continue over the five-year planning window. In the event of growth of faculty and staff beyond current levels, additional office space could be provided through conversion of rental housing units and/or conversion of older residential hall space into modern offices.

A major vulnerability is the lack of redundant capabilities for heating and cooling of major buildings—almost every major structure is dependent upon a single source of HVAC. The main campus needs a loop to interconnect multiple facilities and provide a backup in the event of single-point failure. Use of energy-saving incentive dollars and cooperative projects with external entities could help fund these improvements.

**Personnel:** While the current physical infrastructure of LCSC (with the exception of the Coeur d'Alene Center) is sufficient to support the increased output envisioned by the Idaho State Board of Education, this is not the case with respect to faculty and staff. Although class sizes could be increased in some upper division courses, many lower division courses and some professional courses are already up

against faculty-student ratio limits imposed by specialized accreditation agencies and could not significantly expand without concomitant expansion of faculty and supporting staff. Faculty and staff workload levels at LCSC are high compared to other higher education institutions. An expanded LCSC student population will require ratios at least as low as current levels. Based on peak hiring periods over the past decade, funding an expansion spread over the next five years is technically feasible, but would require careful planning and coordination.

While increased utilization of distance learning technology could alleviate stress on the physical infrastructure, it is not the critical factor limiting expansion. While in some cases learning technology may enhance the effectiveness of course delivery and student success, it does not reduce the need for student-faculty interaction or significantly increase the desirable maximum ratio of students to faculty members. The current student to faculty ratios for academic and professional courses (14.8 to one, and 11.0 to one, respectively) may not be at a maximum level; the course delivery mode, however, is probably not the primary factor in establishing the ideal balance as we seek to maintain high levels of faculty-student engagement and interaction.

**Economy and the Political Climate:** Many factors and trends will have a major impact on LCSC strategies to achieve its goals and objectives over the five-year planning window.

Funding for higher education has been used as a “rainy day” reserve to support other state operations, most notably K-12, during economic downturns and the prolonged recent recession. There has been limited enthusiasm among Idaho policy makers to restore pre-crisis levels of funding to higher education.

Since FY 2009, the state has not provided sufficient funding to cover maintenance of current operation costs (inflation, replacement of capital items, and employee salaries), nor has it funded LCSC line-item budget requests to support increased enrollment, including LCSC’s Complete College Idaho request that directly supports State Board of Education goals.

Employee salary levels at LCSC are significantly lower than those at peer institutions. Change in Employee Compensation (CEC) raises appear to have resumed as a “normal” part of the Legislative appropriation (a 1% and a 3% ongoing CEC increase after a long drought)—with approximately half of the cost of increases being placed by state policymakers to student tuition. Continued effort must be made to encourage the lawmakers to fully fund future increases in college employee pay and benefit costs, rather than increasing the burden on students.

There has been significant political support for funding community college operations in the Treasure Valley, though little interest, as yet, in equalizing tuition rates among the three Idaho community colleges and no interest in providing funding to support the State Board-assigned community college function for LCSC and ISU. There has been strong political support to expand concurrent enrollment programs to enable completion of college-level coursework while students are still in high school; however, there has been limited support for additional funding directed to higher education for this purpose. The dual impacts of community college expansion and in-high school programs erode for LCSC the probability of future revenues for lower-division courses.

The relative financial burden borne by students for college costs has dramatically shifted, with student tuition and fees now nearly equal to the general fund appropriation. Notwithstanding the facts that reduced state support has necessitated tuition increases to sustain higher education operations and that

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Idaho tuition rates remain well below regional and national averages, state policymakers are reluctant to support additional tuition increases.

Students in Idaho and across the nation have become more dependent upon federal financial aid to pay for college, and increased student debt load and default rates have caused consternation among policymakers. Federal funding available for higher education has been reduced in some cases and new policy restrictions aimed at curbing operations of for-profit higher education enterprises have inflicted collateral damage on public college operations.

Costs for employee and State Board of Education mandated student healthcare plans are ballooning and threaten to have a significant impact on college access for students. Increased tax rates and sluggish economic growth may further reduce college enrollment.

Economic and population growth within LCSC's local operating area, Region II, appears to be increasing again after a sustained "flat" period. The highest growth rates in the state have been focused in southern Idaho and the northern panhandle. LCSC is increasingly reliant on a statewide market.

**Implications for Lewis-Clark State College:** The college cannot depend upon major infusions of state-appropriated dollars to fund growth and new initiatives during the next five years. The primary sources of funding for strategic initiatives will be reallocation of current funds and utilization of student tuition and fee dollars. The primary engine for funding growth is increased tuition from students as a result of increased enrollment (higher accessions, increased retention) with tuition rate increases likely to be restricted by policymakers and limited due to the need to provide access to financially-pressed students and their families.

LCSC needs to continue to build its grassroots support within the region and throughout the state to increase awareness of its unique strengths and its support of the values of Idaho's citizens. Strong support of students, parents, alumni, community members, and businesses is essential to undergird the tangible support provided to LCSC by Idaho policymakers.



**College of Southern Idaho  
Strategic Plan  
FY2015 – 2020**

**Statutory Authority**

The College of Southern Idaho Strategic Plan has been approved by the CSI Board of Trustees. The statutory authority and the enumerated general powers and duties of the Board of Trustees of a junior (community) college district are established in Sections 33-2101, 33-2103 to 33-2115, Idaho Code.

*Approved by the College of Southern Idaho Board of Trustees on 06/16/2014*



**Mission Statement**

The College of Southern Idaho, a comprehensive community college, provides quality educational, social, cultural, economic, and workforce development opportunities that meet the diverse needs of the communities it serves. CSI prepares students to lead enriched, productive, and responsible lives in a global society.

**Vision**

The College of Southern Idaho shapes the future through its commitment to student success, lifelong learning, and community enrichment.

**Core Values**

The following core values, principles, and standards guide our vision and conduct:

**People** Above all, we value our students, employees, and community.

We celebrate individual uniqueness, worth, and contributions while embracing diversity of people, backgrounds, experiences, and ideas. We are committed to the success of our students and employees.

**Learning** We are committed to student learning and success. We value lifelong learning, informed engagement, social responsibility, and global citizenship.

**Access and Opportunity** We value affordable and equitable access to higher education. We make every effort to eliminate or minimize barriers to access and support student success and completion of educational goals. We create opportunities for educational, personal, and economic success.

**Quality and Excellence** We strive for excellence in all of our endeavors. We offer high-quality educational programs and services that are of value to our constituents. We are committed to high academic and professional standards, and to the continuous improvement of our educational programs, services, processes, and outcomes.

**Creativity and Innovation** We value and support innovative and creative ideas and solutions that foster improvement and allow us to better serve our students and our community. We encourage entrepreneurial spirit.

**Responsibility and Accountability** We value personal, professional, and institutional integrity, responsibility, and accountability. We believe in serving our constituents responsibly in order to preserve the public’s trust. We strive to develop a culture of meaningful assessment and continuous improvement. We value inspired, informed, transparent, and responsible leadership and decision-making at all levels of the College. We value our environment and the conservation of our natural resources.

**Collaboration and Partnerships** We value collaboration and actively pursue productive and mutually beneficial partnerships among people, institutions, organizations, and communities to share diverse ideas, talents, and resources.



## Core Themes\*

- 1. Transfer Education**
- 2. Professional-Technical Education**
- 3. Basic Skills Education**
- 4. Community Connections**

## Strategic Initiatives

- I. Student Learning and Success**
- II. Responsiveness**
- III. Performance and Accountability**

## Strategic Goals

1. Demonstrate a continued commitment to and shared responsibility for student learning and success
2. Meet the diverse and changing needs and expectations of our students and the community we serve
3. Support employee learning, growth, wellness, and success
4. Commit to continuous improvement and institutional effectiveness

\* Core Themes were developed as part of the Northwest Commission on Colleges and Universities (NWCCU) accreditation process (Standard One). Merging Core Themes and Strategic Initiatives into one document allows the College to focus its planning efforts while meeting Idaho Code, SBOE and DFM guidelines, as well as NWCCU accreditation standards.





## Core Themes and Objectives\*

### *Core Theme 1: Transfer Education*

**Objective:** To prepare students intending to transfer and who earn an Associate of Arts, Associate of Science, or Associate of Engineering degree for success at the baccalaureate level.

### *Core Theme 2: Professional-Technical Education*

**Objective:** To prepare students for entry into a job or profession related to their field of preparation and study.

### *Core Theme 3: Basic Skills Education*

**Objective:** To provide developmental courses in math, reading, writing, grammar, vocabulary, spelling, and English as a second language to assist students who need to raise existing skills to college-level competency.

### *Core Theme 4: Community Connections*

**Objectives:** To meet the economic development and non-credit educational, social, cultural, and community support needs of the eight-county service region by making the college's human and physical resources available, including facilities and the expertise of faculty and staff.

\*Each Objective under the Core Themes has Indicators of Achievement defined. These Indicators of Achievement can be found in the accreditation planning documents.



**Strategic Initiatives, Goals, Objectives, Performance Measures, and Benchmarks**

*Strategic Initiative I: Student Learning and Success*

**1. Goal: Demonstrate continued commitment to and shared responsibility for student learning and success**

***Objectives:***

- 1.1. Provide quality educational programs and experiences that prepare students to reach their educational and career goals
- 1.2. Maintain high standards for student learning, performance, and achievement – academic rigor and integrity
- 1.3. Continually improve the quality and effectiveness of teaching and support services
- 1.4. Identify and reduce barriers to student learning, and develop clear pathways to student success
- 1.5. Develop students’ intellectual curiosity and subject matter competence, as well as communication, critical thinking, creative problem-solving, interpersonal, and leadership skills
- 1.6. Encourage meaningful engagement and social responsibility
- 1.7. Ensure that our students gain the knowledge, skills, perspectives, and attitudes necessary to thrive in a global society and become responsible global citizens
- 1.8. Continue to improve educational attainment (persistence, retention, degree/certificate completion, transfer) and achievement of educational and career goals
- 1.9. Maintain a healthy, safe, and inviting learning environment that is conducive to learning
- 1.10. Develop and maintain mutually beneficial partnerships with K-12 schools, community colleges, four-year institutions, employers, industry, and other public and private entities that will allow us to help our students reach their educational and career goals

***Performance Measure:*** Student engagement

***Benchmark:*** Academic challenge - CCSSE<sup>1</sup> survey results will demonstrate academic challenge ratings at or above the national comparison group  
Student effort - CCSSE survey results will demonstrate student effort ratings at or above the national comparison group  
Active and collaborative learning - CCSSE survey results will demonstrate active and collaborative learning ratings at or above the national comparison group

<sup>1</sup> CCSSE – Community College Survey of Student Engagement



Performance Measure	2014	
	CSI	Ntl. CC Peer Colleges
Academic Challenge	45.8	49.8
Student Effort	49.0	49.5
Active and Collaborative Learning	47.6	49.2

*Performance Measure:* Retention/persistence rates

*Benchmark:* CSI's first-time full-time retention rate will be at or above the median for its IPEDS<sup>2</sup> peer group

Performance Measure	2014		2013		2012	
	CSI	IPEDS Comparison Group	CSI	IPEDS Comparison Group	CSI	IPEDS Comparison Group
Retention Rate Full Time Students <small>First-time, full-time, degree/certificate seeking students who are still enrolled or who completed their program as of the following fall (IPEDS)</small>	56% <small>(574/1020) Fall 2012 Cohort</small>	56%	57% <small>(574 / 1005) Fall 2011 Cohort</small>	53%	54% <small>(623 / 1148) Fall 2010 Cohort</small>	54%

*Performance Measure:* Technical skills attainment

*Benchmark:* At least 92% of PTE concentrators will pass a state approved Technical Skill Assessment (TSA) during the reporting year

*Performance Measure:* Licensure and certification pass rates

*Benchmark:* Maintain licensure and certification rates at or above state or national rates for all programs with applicable exams (and where the national/state rates are available)

*Performance Measure:* Employment status of professional-technical graduates

*Benchmark:* At least 95% of PTE completers will achieve a positive placement in the second quarter after completing the program

Performance Measure	2014
Technical Skills Attainment	94.8%
Licensure and Certification Pass Rates	94.8%
Employment Status of PTE Graduates	86.1%

<sup>2</sup> IPEDS – Integrated Postsecondary Education Data System



*Performance Measure:* Graduation rates

*Benchmarks:* CSI’s first-time full-time graduation rate will be at or above the median for its IPEDS peer group  
The number of degrees and certificates awarded will increase by 3% per year

Performance Measure	2014		2013		2012	
	CSI	IPEDS Comparison Group	CSI	IPEDS Comparison Group	CSI	IPEDS Comparison Group
Graduation Rate First-time, full-time, degree/certificate seeking students (IPEDS)	18% (186/1011) Fall 2010 Cohort	25%	19% (200 / 1062) Fall 2009 Cohort	21%	17% (165 / 949) Fall 2008 Cohort	19%

*Performance Measure:* Transfer rates

*Benchmarks:* CSI’s transfer-out rate will be at or above the median for its IPEDS peer group  
The number of students transferring with a CSI degree will increase by 2% per year

Performance Measure	2014		2013		2012	
	CSI	IPEDS Comparison Group	CSI	IPEDS Comparison Group	CSI	IPEDS Comparison Group
Transfer Rate First-time, full-time, degree/certificate seeking students (IPEDS)	13% (132/1011) Fall 2010 Cohort	15%	14% (144 / 1062) Fall 2009 Cohort	20%	15% (138 / 949) Fall 2008 Cohort	20%

### Strategic Initiative II: Responsiveness

**2. Goal: Meet the diverse and changing needs and expectations of our students and the community we serve**

**Objectives:**

- 2.1. Meet the diverse and changing *needs and expectations of our students*
  - 2.1.1. Offer quality educational programs and support services that meet the needs of students with diverse backgrounds, preparation levels, abilities, and educational objectives
  - 2.1.2. Maintain access and support student success
  - 2.1.3. Provide university parallel curriculum for transfer students, state-of-the-art programs of professional-technical education, as well as



- appropriate developmental education, continuing education, and enrichment programs
- 2.2. Meet the diverse and changing *needs and expectations of employers* in the area
    - 2.2.1. Provide workforce training and development, and industry certifications
    - 2.2.2. Ensure that the curricula provide the skills, knowledge, and experiences most needed by employers
  - 2.3. Meet the diverse and changing *needs and expectations of the community* we serve
    - 2.3.1. Provide lifelong learning opportunities
    - 2.3.2. Serve as an engine for economic, social, and cultural development

*Performance Measure:* Enrollment and Full-Time Equivalency (FTE) - end-of-term unduplicated headcount, end-of-term total FTE, end-of-term transfer FTE, end-of-term professional-technical FTE, annual unduplicated dual credit enrollment, annual dual credit FTE, end-of-term unduplicated developmental enrollment, end-of-term developmental FTE, annual non-credit workforce training enrollment, annual continuing education enrollment

*Benchmark:* Overall headcount will increase by 2% a year  
Overall FTE will increase by 1% a year

Enrollment	FY 2011	FY2012	FY2013	FY 2014
Annual (unduplicated) Enrollment <b>Headcount</b> <sup>1</sup>	13,740	12,915	12,042	11,747
Professional Technical	1,869	1,578	1,354	1,190
Transfer	11,871	11,337	10,688	10,557
(PSR Annual Enrollment)				
Annual Enrollment <b>FTE</b> <sup>1</sup>	5,535.54	5,182.73	4,934.83	4,468.17
Professional Technical	1,111.57	1,031.13	961.43	892.60
Transfer	4,423.97	4,151.60	3,973.40	3575.57
(PSR Annual Enrollment)				
<b>Dual Credit</b>				
- Unduplicated Headcount	2,412	2,685	2,774	2,486
- Enrollments	4,576	4,742	5,131	3,986
- Total Credit Hours	13,241	14,187	14,218	12,171
(SBOE Dual Credit Enrollment Report)				

*Performance Measure:* Affordability - tuition and fees

*Benchmark:* Maintain tuition and fees, both in-state and out-of-state, at or below that of our peer institutions (defined as community colleges in Idaho)

Performance Measure	2014 - 15		
	CSI	NIC*	CWI
Tuition and Fee Charges			
In-State	\$115/credit	\$126/credit	\$136/credit
Out-of-State	\$280/credit	\$321/credit	\$300/credit



*\*Charges vary slightly by credit level; numbers reflect 12 credit load.*

*Performance Measure:* Student satisfaction rates

*Benchmarks:* Student satisfaction – CCSSE survey results will demonstrate that over 92% of students would recommend CSI to a friend  
Student satisfaction – CCSSE survey results will demonstrate that over 90% of students will evaluate their entire experience at CSI “Excellent” or “Good”

Proportion of students who ...	2014
Respondent would recommend this college to a friend or family member	97%
Respondent would evaluate their entire educational experience at this college as either "Excellent" or "Good"	90%

*Performance Measure:* Employer satisfaction with PTE graduates

*Benchmark:* Survey results will demonstrate an overall (85% or higher) employer satisfaction with PTE graduates

Performance Measure	2014
Employer satisfaction with PTE graduates	90%

### Strategic Initiative III: Performance and Accountability

#### 3. Goal: Support employee learning, growth, wellness, and success

*Objectives:*

- 3.1. Recruit and retain faculty and staff who are committed to student learning and success
- 3.2. Support employees by providing the necessary information, resources, tools, training, and professional development needed to do their jobs effectively
- 3.3. Expect and reward competence, performance, excellent customer service, and contributions to the attainment of the institution’s mission, goals, and objectives
- 3.4. Maintain competitive faculty and staff compensation that is comparable to that of our peer institutions
- 3.5. Improve the health and well-being of employees through health education and activities that support positive lifestyle changes, thereby resulting in improved morale, productivity, and healthcare cost savings

*Performance Measure:* Student-faculty interaction - CCSSE survey results will

*Benchmark:* demonstrate student-faculty interaction ratings at or above the national comparison group



Support for learners - CCSSE survey results will demonstrate ratings for learner support at or above the national comparison group.

Performance Measure	2014	
	CSI	Ntl. CC Peer Colleges
Student-Faculty Interaction	48.3	48.9
Support for Learners	47.2	49.1

Employee compensation competitiveness

CSI faculty salaries will be at the mean or above for comparable positions in the Mountain States Community College survey

Performance Measure	2014		
	FY 15	FY 14	FY 13
Faculty Salaries: Percentage of Mean for CSI vs. Mountain States Community Colleges	91.9%	93.4%	95.2%

**4. Goal: Commit to continuous improvement and institutional effectiveness**

**Objectives:**

- 4.1. Ensure that the College’s mission, vision, Core Themes, and Strategic Plan drive decision-making, resource allocation, and everyday operations
- 4.2. Continually assess and improve the quality, relevancy, efficiency, and effectiveness of our systems, programs, services, and processes
- 4.3. Implement Lean Higher Education (LHE) principles and practices
- 4.4. Employ meaningful and effective measures, methodologies, and technologies to accurately and systematically measure and continually improve institutional performance and effectiveness
- 4.5. Maintain the trust of our constituents through transparency, accountability, and responsible stewardship
- 4.6. Allocate, manage, and invest resources prudently, effectively, and efficiently
- 4.7. Aggressively pursue new revenue sources and grant opportunities
- 4.8. Implement cost-saving strategies while maintaining the quality of programs and services
- 4.9. Utilize appropriate information technologies that support and enhance teaching and learning, improve the accessibility and quality of services, and increase the effectiveness and efficiency of operations
- 4.10. Develop and implement facilities, systems, and practices that are environmentally sustainable and demonstrative responsible stewardship of our natural resources

Performance Measure: Alignment



*Benchmark:* Individual Development Plans (IDP) and Unit Development Plans (UDP) will be aligned with the College’s mission, Core Themes, and Strategic Plan

*The College’s IDP and UDP process is in alignment with its mission, core themes and strategic plan.*

*Performance Measure:* Outcomes assessment

*Benchmark:* Every course and program will demonstrate effective use of outcomes assessment strategies to measure student learning outcomes and for continuous improvement

*As is noted in the College’s Year-Seven Self-Evaluation Report to the Northwest Commission on Colleges and Universities, each course and program has clearly defined outcomes assessment strategies which are used to measure student learning outcomes and are used for continuous improvement. These outcomes are used to measure attainment of program outcomes which are reported in Program Outcomes Assessment reports on December 1<sup>st</sup> of each year. The only exception to this is with the Liberal Arts Program where program level student learning outcomes are being developed in conjunction with general education reform efforts.*

*Performance Measure:* Lean Higher Education (LHE)

*Benchmark:* Implement at least two LHE projects per year

*The College did not implement LHE projects during the current cycle.*

*Performance Measure:* Total yearly dollar amount generated through external grants

*Benchmark:* Submit a minimum of \$3,500,000 yearly in external grant requests with a 33% success rate

Performance Measure	2014	2013	2012
Total yearly dollar amount generated through external grants	\$3,608,174	\$3,832,100	\$3,740,814

*Performance Measure:* Cost of instruction per FTE

*Benchmark:* Maintain the cost of instruction per FTE as reported through IPEDS at or below that of our peer institutions (defined as community colleges in Idaho)

Performance Measure	2014
Instruction Expense per FTE:	
College of Southern Idaho	\$ 4,696
College of Western Idaho	\$ 3,679
North Idaho College	\$ 5,084

*Note: Original Performance Measure Benchmark separated academic and PTE instructional costs into distinct measures, but this has been combined since this disaggregated data is not currently available. This measure is currently being refined.*





## External Factors

Various external factors outside CSI's control could significantly impact the achievement of the specific goals and objectives outlined in the Strategic Plan:

- Changes in the economic environment
- Changes in national or state priorities
- Significant changes in local, state, or federal funding levels
- Changes in market forces and competitive environment
- Circumstances of and strategies employed by our partners (e.g. K-12, higher education institutions, local industry)
- Supply of and competition for highly qualified faculty and staff
- Legal and regulatory changes
- Changes in technology
- Demographic changes
- Natural disasters, acts of war/terrorism

CSI will make every effort to anticipate and manage change effectively, establish and implement effective risk management policies and practices, and minimize the negative impacts of factors beyond the institution's control.



**Part II. State Performance Measures**

Performance Measure	2011	2012	2013	2014	Benchmark
<b>Success &amp; Progress Rate Full Time Students</b> First-time, full-time, degree/certificate seeking students still enrolled or program completers as of the following fall (IPEDS)	57% (611 / 1076) Fall 2009 Cohort	54% (623 / 1148) Fall 2010 Cohort	57% (574 / 1005) Fall 2011 Cohort	56% ( 574 / 1020 ) Fall 2012 Cohort	CSI's retention rate will be at or above the median for its IPEDS peer group.
<b>Success &amp; Progress Rate Transfer-In Students</b> Transfer-in, full-time, degree/certificate seeking students still enrolled or program completers as of the following fall	61% (180 / 295) Fall 2009 Cohort	60% (187 / 313) Fall 2010 Cohort	63% (180 / 285) Fall 2011 Cohort	66% ( 195 / 295 ) Fall 2012 Cohort	CSI's transfer-in retention rate will be at or above the rate of our peer institutions (defined as community colleges in Idaho).
<b>Cost per credit hour <sup>1</sup></b> (IPEDS Finance and Annual Weighted Credits)	\$ 221.49 (\$42,411,664 / 191,484) (2009-10 year)	\$ 187.29 (\$37,642,948 / 200,990) (2010-11 year)	\$ 191.58 (\$38,130,642 / 199,032) (2011-12 year)	\$ 177.54 (\$34,127,570/ 192,223) (2012-13 year)	Maintain the cost of instruction per FTE at or below that of our peer institutions (defined as community colleges in Idaho).
<b>Efficiency <sup>2</sup></b> (IPEDS Finance and Completions)	1.938 (822 / \$424.12) 2009-10 year	2.638 (993 / \$376.43) 2010-11 year	2.961 (1129 / \$381.31) 2011-12 year	3.724 (1271 / \$341.28) 2012-13 year	Maintain degree production per \$100,000 instructional expenditures at or above that of our peer institutions (defined as community colleges in Idaho).
<b>Tuition and fees</b> Full-Time Part-Time	\$1,260 \$105 per credit	\$1,320 \$110 per credit	\$1,320 \$110 per credit	\$1,320 \$110 per credit	Maintain tuition and fees at or below that of our peer institutions (defined as community colleges in Idaho).
<b>Graduation Rate</b> First-time, full-time, degree/certificate seeking students (IPEDS)	18% (167 / 919) Fall 2007 Cohort	17% (165 / 949) Fall 2008 Cohort	19% (200 / 1062) Fall 2009 Cohort	18% ( 186 / 1011 ) Fall 2010 Cohort	CSI's first-time full-time graduation rate will be at or above the median for its IPEDS peer group.
<b>Graduate Ratio</b> Number of graduates divided by 3-yr. average degree-seeking FTE	.197 (759 / 3,844) 2009-10 year	.221 (895 / 4,043) 2010-11 year	.236 (1,032 / 4,376) 2011-12 year	.252 (1,102 / 4,372) 2012-13 year	CSI's graduate ratio will be at or above the rate of our peer institutions (defined as community colleges in Idaho).
<b>Transfer Rate</b> First-time, full-time, degree/certificate seeking students (IPEDS)	15% (139 / 919) Fall 2007 Cohort	15% (138 / 949) Fall 2008 Cohort	14% (144 / 1062) Fall 2009 Cohort	13% ( 132 / 1011 ) Fall 2010 Cohort	CSI's transfer-out rate will be at or above the median for its IPEDS peer group.
<b>Employee Compensation Competitiveness</b>	93.5%	95.2%	93.4%	95.2%	CSI employee salaries will be at the mean or above for comparable positions in the Mountain States Community College Survey. <sup>3</sup>
<b>Total Yearly Dollar Amount Generated Through External Grants</b>	\$4,066,363	\$3,740,814	\$3,832,100	\$3,589,429	Will submit a minimum of \$2,750,000 yearly in external grant requests with a 33% success rate.

<sup>1</sup> Costs are derived from instructional, academic support, student services and institutional support expenses identified in the IPEDS Finance report divided by the annual credit hours (weighted academic credits from PSR 1.5 report plus PTE credits) for the corresponding year. This measure differs from that submitted by Idaho's four-year colleges and universities, and should be considered under development pending further discussion with the community college financial officers and the SBOE staff.

<sup>2</sup> Certificates and Degrees awarded per \$100,000 of Education and Related Spending (as defined by the IPEDS Finance expense categories of instruction, academic support, student services and institutional support) for the corresponding year.



<sup>3</sup> Each year a number of community colleges participate in the Mountain States Community College Survey. This measure reflects the College of Southern Idaho mean faculty salary divided by the Mountain States mean faculty salary. The resulting percentage demonstrates how College of Southern Idaho salaries compare with other institutions in the Mountain States region.

**Part III. Profile of Cases Managed and/or Key Services Provided**

Cases Managed and/or Key Services Provided	FY2011	FY2012	FY 2013	FY 2014
Annual (unduplicated) Enrollment <b>Headcount</b> <sup>1</sup>	13,740	12,915	12,042	11,747
Professional Technical	1,869	1,578	1,354	1,190
Transfer	11,871	11,337	10,688	10,557
(PSR Annual Enrollment)				
Annual Enrollment <b>FTE</b> <sup>1</sup>	5,535.54	5,182.73	4,934.83	4,468.17
Professional Technical	1,111.57	1,031.13	961.43	892.60
Transfer	4,423.97	4,151.60	3,973.40	3,575.57
(PSR Annual Enrollment)				
<b>Degrees/Certificates</b>				
Degrees Awarded	822	993	1,129	1,271
Unduplicated Headcount	759	895	1,032	1,102
(IPEDS Completions)	2009-10	2010-11	2011-12	2012-13
<b>Percentage of unduplicated degree earners to total unduplicated headcount</b> <sup>2</sup>	10.1%	11.6%	13.2%	14.7%
	(759 / 7,495)	(895 / 7,700)	(1,032 / 7,829)	(1,102 / 7,481)
(IPEDS Completions and PSR Annual Headcount)	2009-10	2010-11	2011-12	2012-13
<b>Total degrees/certificates awarded per 100 FTE students enrolled</b>	17.03	20.41	21.98	24.24
	(822 / 48.28)	(993 / 48.66)	(1,129 / 51.37)	(1,271/52.43)
(IPEDS Completions and IPEDS Fall FTE)	2009-10	2010-11	2011-12	2012-13
<b>Workforce Training Headcount</b>	5,218	4,426	3,368	3,137
<b>Dual Credit</b>				
- Unduplicated Headcount	2,412	2,685	2,774	2,486
- Enrollments	4,576	4,742	5,131	3,986
- Total Credit Hours	13,241	14,187	14,218	12,171
(SBOE Dual Credit Enrollment Report)				
<b>Remediation Rate</b>				
<i>First-Time, First-Year Students Attending Idaho High School within Last 12 Months</i>	72.5%	69.5%	65.6%	60.6%
	(923 / 1273)	(892 / 1284)	(820 / 1250)	(692 / 1141)
(SBOE Remediation Report)				

<sup>1</sup> There have been enrollment processing and reporting changes over the period of this report. A new PSR Annual Enrollment report was developed as of FY12 with some minor differences in enrollment calculations from prior reports. In addition, CSI continues to revise the process for determining a student's headcount affiliation (Transfer vs. PTE).

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



**College of Southern Idaho**

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Updated January 2015  
Board of Trustee Approval Feb 17, 2015

## Strategic Plan FY2016 – 2020

### MISSION

The College of Western Idaho is a public, open-access, and comprehensive community college committed to providing affordable access to quality teaching/learning opportunities to the residents of its service area in Western Idaho.

### VISION

The College of Western Idaho provides affordable, quality teaching and learning opportunities for all to excel at learning for life

### CORE THEMES

Professional technical programs  
General education courses/programs  
Basic skills courses  
Community outreach

### CORE VALUES

Acting with integrity  
Serving all in an atmosphere of caring  
Sustaining our quality of life for future generations  
Respecting the dignity of opinions  
Innovating for the 21st Century  
Leaving a legacy of learning

### STATUTORY AUTHORITY

This plan has been developed in accordance with Northwest Commission on Colleges and Universities (NWCCU) and Idaho State Board of Education standards. The statutory authority and the enumerated general powers and duties of the Board of Trustees of a junior (community) college district are established in Sections 33-2101, 33-2103 to 33-2115, Idaho Code.

**STRATEGIC PRIORITIES, OBJECTIVES, and MEASURES**

**GOAL 1: Student Success**

CWI values its students and is committed to supporting their success (in reaching their educational and/or career goals).

<b>Objective 1</b>	<b>CWI will improve student retention and persistence</b>
<b>Performance Measures</b>	<ul style="list-style-type: none"> <li>• Course Completion rates will meet or exceed 80% by 2019</li> <li>• Semester-to-Semester Persistence rates will meet or exceed 80% by 2019</li> <li>• Fall-to-Fall Retention Rates will meet or exceed 55% by 2019</li> <li>• Develop and report all Voluntary Framework of Accountability Student Progress and Outcome Measures by 2019</li> </ul>

<b>Objective 2</b>	<b>CWI will improve student degree and certificate completion</b>
<b>Performance Measures</b>	<ul style="list-style-type: none"> <li>• CWI will grant 750 AA, AS, and AAS degrees annually by 2019</li> <li>• CWI will grant 250 technical certificates annually by 2019</li> <li>• CWI will grant 9,300 certificates of completion annually by 2019 through Workforce Development non-credit programs</li> </ul>

<b>Objective 3</b>	<b>CWI will provide support services that improve student success</b>
<b>Performance Measures</b>	<ul style="list-style-type: none"> <li>• Applicant to Enrolled matriculation rate will meet or exceed 40% by 2019</li> <li>• Persistence Rate first to second semester of enrollment for “1<sup>st</sup> time college attenders will meet or exceed 77% by 2019</li> <li>• Completion Rate within 150% of program/major requirements will meet or exceed the Community College national average of 19.6% by 2019</li> <li>• Average loan indebtedness and borrowing rates for CWI students will be below national averages (IPEDS) by 2019</li> <li>• Utilization of Tutoring Services/Student Success Center</li> <li>• CWI will provide tutoring support services that result in a penetration rate of 40% by 2019</li> </ul>

<b>Objective 4</b>	<b>CWI will develop educational pathways and services to improve accessibility</b>
<b>Performance Measures</b>	<ul style="list-style-type: none"> <li>• By 2019, 60% of Students who complete college prep course work will earn a C or better in the corresponding gateway course</li> <li>• Dual credits awarded to high school students will increase to 17,000 credits by 2019</li> <li>• 20,000 discrete annual enrollments in online courses by 2019</li> </ul>

**GOAL 2: Employee Success**

CWI values its employees and is committed to a culture of individual, team, and institutional growth which is supported and celebrated.

<b>Objective 1</b>	<b>Employees will have the resources, information, and other support to be successful in their roles</b>
<b>Performance Measures</b>	<ul style="list-style-type: none"> <li>• <math>\geq 65\%</math> of IT Help Desk tickets are resolved upon initial contact</li> <li>• <math>\geq 80\%</math> agree/strongly agree on annual Employee Survey questions listed below: <ul style="list-style-type: none"> <li>• CWI does a good job of meeting the needs of staff / faculty</li> <li>• I have the information I need to do my job well</li> <li>• It is easy for me to get information at CWI</li> <li>• I feel my supervisor supports me</li> <li>• I am empowered to resolve problems quickly</li> </ul> </li> </ul>
<b>Objective 2</b>	<b>CWI will provide employees with professional development, training and learning opportunities</b>
<b>Performance Measures</b>	<ul style="list-style-type: none"> <li>• <math>\geq 80\%</math> agree/strongly agree on annual Employee Survey questions listed below: <ul style="list-style-type: none"> <li>• I have adequate opportunities for professional development and training to improve my skills</li> <li>• My supervisor helps me improve my job performance</li> </ul> </li> </ul>
<b>Objective 3</b>	<b>Provide clear expectations for job performance and growth opportunities</b>
<b>Performance Measures</b>	<ul style="list-style-type: none"> <li>• <math>\geq 80\%</math> agree/strongly agree on annual Employee Survey questions listed below: <ul style="list-style-type: none"> <li>• My job description accurately reflects my job duties</li> <li>• My responsibilities are communicated clearly to me</li> <li>• My department or work unit has written, up-to-date objectives</li> <li>• I have adequate opportunities for advancement</li> </ul> </li> </ul>
<b>Objective 4</b>	<b>Promote a culture to recognize employee excellence</b>
<b>Performance Measures</b>	<ul style="list-style-type: none"> <li>• <math>\geq 75\%</math> of our annual recognition budget is awarded</li> <li>• <math>\geq 80\%</math> agree/strongly agree on annual Employee Survey questions listed below: <ul style="list-style-type: none"> <li>• I feel appreciated for the work that I do</li> <li>• The type of work I do on most days is personally rewarding</li> </ul> </li> </ul>

**GOAL 3: Fiscal Stability**

The College of Western Idaho will operate within its available resources and implement strategies to increase revenue, while improving operating efficiencies.

<b>Objective 1</b>	<b>CWI will operate using an annual balanced budget, will actively manage expenditures, and create operational efficiencies</b>
<b>Performance Measures</b>	<ul style="list-style-type: none"> <li>• Develop at least 2 measures each year to actively identify unfavorable revenue &amp; expense trends</li> <li>• Conduct analyses of three college business processes each year to identify and correct inefficiencies</li> <li>• Incorporate student fees for strategic reserve, into annual operating budget</li> </ul>

<b>Objective 2</b>	<b>CWI will maintain the integrity of existing revenue streams and will actively seek out new forms of revenue consistent with the College’s mission</b>
<b>Performance Measures</b>	<ul style="list-style-type: none"> <li>• Comply with all requirements of funding agencies to ensure continued and increased revenue streams</li> <li>• Advocate for additional state funding to achieve parity with other Idaho Community Colleges by 2019</li> <li>• Apply for new grant funds each year that support the strategic mission of the college, and increase grant revenue by 10% annually</li> <li>• Reapply for all applicable ongoing grants each year</li> <li>• Increase amount of monetary awards through grants by 10% each year</li> <li>• Reduce the amount of unpaid tuition balances sent to collections by 5% each year</li> <li>• Increase annual revenue growth in Workforce Development by 10% each year</li> </ul>

<b>Objective 3</b>	<b>CWI will work to maintain and enhance its facilities &amp; technology and actively plan for future space and technology needs</b>
<b>Performance Measures</b>	<ul style="list-style-type: none"> <li>• Improve facility utilization rates to 90% by 2019</li> <li>• Achieve 75% completion of technology work-plan each year</li> </ul>



**GOAL 4: Community Connections**

The College of Western Idaho will implement a variety of educational and developmental programs to bring the college into the community in meaningful ways.

<b>Objective 1</b>	<b>CWI creates and delivers educational programs and services to the community through short-term training programs which foster economic development</b>
<b>Performance Measures</b>	<ul style="list-style-type: none"> <li>• Increase the number of people served through Workforce Development by 10% each year</li> <li>• Workforce Development participant survey reflects at least 85 percent positive satisfaction</li> </ul>

<b>Objective 2</b>	<b>CWI engages in educational, cultural, and organizational activities that enrich our community</b>
<b>Performance Measures</b>	<ul style="list-style-type: none"> <li>• Increase the number of hours CWI facilities are used by non-CWI organizations</li> <li>• Participate in at least 50 events that support community enrichment each year</li> <li>• Increase Basic Skills Education to the 8 non-district counties in southwest Idaho</li> <li>• CWI student-to-community engagement will exceed 6000 hours annually</li> </ul>

<b>Objective 3</b>	<b>Expand CWI's community connections within its service area</b>
<b>Performance Measures</b>	<ul style="list-style-type: none"> <li>• 100% Professional Technical Education programs and Apprenticeship programs in Workforce Development have Technical Advisory Committees with local business and industry members</li> <li>• CWI will engage in outreach activities with 100% of public high schools in its service area</li> <li>• 25% Increase in number of active business partnerships by 2019</li> </ul>

**GOAL 5: Institutional Sustainability**

The College of Western Idaho (CWI) finds strength through its people and viability in its operations and infrastructure; therefore the institution will continually evaluate the colleges' health to ensure sustainability.

<b>Objective 1</b>	<b>CWI will promote the college's health and wellbeing</b>
<b>Performance Measures</b>	<ul style="list-style-type: none"> <li>• On annual Employee Survey questions listed below:             <ul style="list-style-type: none"> <li>• <math>\geq</math> 80% agree/strongly agree on the question listed below                 <ul style="list-style-type: none"> <li>i. Overall, I am satisfied with my employment with CWI</li> </ul> </li> <li>• <math>\geq</math>75% agree/strongly agree on the question listed below by 2019                 <ul style="list-style-type: none"> <li>i. There are effective lines of communication between departments</li> </ul> </li> </ul> </li> </ul>

<b>Objective 2</b>	<b>CWI will have effective and efficient infrastructure</b>
<b>Performance Measures</b>	<ul style="list-style-type: none"> <li>• CWI will consolidate locations &amp; target development of 2 major campuses in Ada &amp; Canyon Counties by 2019</li> <li>• <math>\geq</math> 80 % agree/strongly agree to "CWI has clearly written and defined procedures" by 2019</li> <li>• CWI will reduce utility consumption (units consumed) by 10% by 2019 on college owned properties</li> <li>• CWI will optimize its' Core Information &amp; Technology (IT) Network by achieving an annual target of 99.99% network availability</li> </ul>

**EXTERNAL FACTORS**

There are a number of key external factors that can have significant impact on our ability to fulfill our mission and institutional priorities in the years to come. Some of these include:

- Continued revenue. Over a quarter of CWI's revenue comes from State of Idaho provided funds (general fund, PTE, etc.) Achieving parity with the state's other community colleges is a stated objective within our strategic plan. Ongoing state funding is vital to the continued success of CWI.
- Enrollment. CWI is actively engaged in recruiting and retention efforts in all of its facets. With nearly 50% of revenue generated by active enrollments, it is critical that CWI reach out in meaningful ways to its service area to support ongoing learning opportunities for the community and maintain fiscal stability for the college.
- Economy. Recent years have shown that the state and national economy have significant impacts on the success of higher education.

**For Additional Information Regarding The  
College Of Western Idaho  
2016-2020 Strategic Plan**

**Contact:**

**Doug DePriest  
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**208.562.3505**

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North Idaho College

## North Idaho College Strategic Plan 2016-2020

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### **Mission**

North Idaho College meets the diverse educational needs of students, employers, and the northern Idaho communities it serves through a commitment to student success, educational excellence, community engagement, and lifelong learning.

### **Vision**

As a comprehensive community college, North Idaho College strives to provide accessible, affordable, quality learning opportunities. North Idaho College endeavors to be an innovative, flexible leader recognized as a center of educational, cultural, economic, and civic activities by the communities it serves.

### **Accreditation Core Themes**

The college mission is reflected in its five accreditation core themes:

- Student Success
- Educational Excellence
- Community Engagement
- Stewardship
- Diversity

### **Key External Factors**

- Changes in the economic environment
- Changes in local, state, or federal funding levels
- Changes in local, state, or national educational priorities
- Changes in education market (competitive environment)

### **Values**

North Idaho College is dedicated to these core values which guide its decisions and actions.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 18, 2015**

**Goal 1 – Student Success:** A vibrant, lifelong learning environment that engages students as partners in achieving educational goals to enhance their quality of life

Objectives

- 1) Provide innovative, progressive, and student-centered programs and services.
- 2) Engage and empower students to take personal responsibility and to actively participate in their educational experience.
- 3) Promote programs and services to enhance access and successful student transitions.

Performance Measures

- Percentage of full-time, first-time and new transfer-in students who a) were awarded a degree or certificate, b) transferred without an award to a 2- or 4-year institution, c) are still enrolled, and d) left the institution within six years.  
*Benchmark: Expectation will be defined after 3 years of data is gathered*
- Total number of employers (out of total respondents) who indicate satisfaction with overall preparation of completers  
*Benchmark: 80% of employers indicate satisfaction with preparation of completers*
- Career Program Completers, percent employed in related field  
*Benchmark: 65% employed*
- Fall to Spring Persistence Rate, credit students  
*Benchmark: 84% persist*
- First-time, full-time, student retention rates  
*Benchmark: 63%*
- First-time, part-time, student retention rates  
*Benchmark: 45%*

**Goal 2 - Educational Excellence:** High academic standards, passionate and skillful instruction, professional development, and innovative programming while continuously improving all services and outcomes

Objectives

- 1) Evaluate, create and adapt programs that respond to the educational and training needs of the region.
- 2) Engage students in critical and creative thinking through disciplinary and interdisciplinary teaching and learning.
- 3) Strengthen institutional effectiveness, teaching excellence and student learning through challenging and relevant course content, and continuous assessment and improvement.
- 4) Recognize and expand faculty and staff scholarship through professional development.

Performance Measures

- Student Learning Outcomes Assessment goals achieved in general education  
*Benchmark: 80% percent or more of annual assessment goals are consistently met over 3-year plan*
- Full-time to Part-time faculty ratio  
*Benchmark: Maintain above average ratio*
- NIC is responsive to faculty and staff professional development needs  
*Benchmark: Maintain or increase funding levels available for professional development*
- Licensure pass rates at or above national pass rates  
*Benchmark: Maintain or improve current pass rates*

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 18, 2015**

- Dual Credit students who enroll at NIC as degree-seeking postsecondary students as a percentage of total headcount  
*Benchmark: Sustain or increase*
- All instructional programs submit annual summary reports documenting program improvements  
*Benchmark: 20% of total programs per year over five years until fully implemented*

**Goal 3 - Community Engagement:** Collaborative partnerships with businesses, organizations, community members, and educational institutions to identify and address changing educational needs

Objectives

- 1) Advance and nurture relationships throughout our service region to enhance the lives of the citizens and students we serve.
- 2) Demonstrate commitment to the economic/business development of the region.
- 3) Promote North Idaho College in the communities we serve.
- 4) Enhance community access to college facilities.

Performance Measures

- Distance Learning proportion of credit hours  
*Benchmark: Increase by 2% annually for a total of 25%*
- Dual Credit annual credit hours in the high schools  
*Benchmark: Increase by 5% annually*
- Dual Credit annual credit hours taught via distance delivery  
*Benchmark: Increase by 5% annually*
- Market Penetration (Credit Students): Unduplicated headcount of credit students as a percentage of NIC's total service area population  
*Benchmark: 3.6%*
- Market Penetration (Non-Credit Students): Unduplicated headcount of non-credit students as a percentage of NIC's total service area population  
*Benchmark: 3.0%*
- Percentage of student evaluations of community education courses reflect a satisfaction rating of above average  
*Benchmark: 85% of total number score a satisfaction rating of above average*

**Goal 4 – Diversity:** A learning environment that celebrates the uniqueness of all individuals and encourages cultural competency

Objectives

- 1) Foster a culture of inclusion.
- 2) Promote a safe and respectful environment.
- 3) Develop culturally competent faculty, staff and students.

Performance Measures

- Number of students enrolled from diverse populations  
*Benchmark: Maintain a diverse, or more diverse population than the population within NIC's service region*
- Participation in sponsored events that promote diversity awareness  
*Benchmark: To be defined in 2016*

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 18, 2015**

- Number of course outcomes related to multiculturalism, pluralism, equity, and diversity  
*Benchmark: To be defined in 2016*
- Students who respond “quite a bit or very much” to CCSSE survey question: “Does the college encourage contact among students from different economic, social and racial or ethnic backgrounds?”  
*Benchmark: Increase by 2% annually until the national average is met or exceeded*

**Goal 5 – Stewardship:** Economic and environmental sustainability through leadership, awareness, and responsiveness to changing community resources

Objectives

- 1) Exhibit trustworthy stewardship of resources.
- 2) Demonstrate commitment to an inclusive and integrated planning environment.
- 3) Explore, adopt, and promote initiatives that help sustain the environment.

Performance Measures

- Dollars secured through the Development Department via private donations and grants  
*Benchmark: \$2,000,000*
- College-wide replacement schedule for personal computers  
*Benchmark: 100% of the computers are replaced within the 42 month window*
- Efficiency measures and energy upgrades result in dollars saved  
*Benchmark: Sustain or Increase*
- Tuition and Fees for full-time, in-district students (full academic year)  
*Benchmark: Maintain rank in the lowest 40% against comparator institutions*



**North Idaho College Strategic Plan**  
**Strategic Plan Supplement**  
**2016-2020**

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**Student Success Performance Measures**

- Percentage of full-time, first-time and new transfer-in students who a) were awarded a degree or certificate, b) transferred without an award to a 2- or 4-year institution, c) are still enrolled, and d) left the institution within six years.  
*Benchmark: Expectation will be defined after 3 years of data is gathered*  
*Status: a) 25.8% b) 26.3% c) 5.3% d) 42.6%*
- Total number of employers (out of total respondents) who indicate satisfaction with overall preparation of completers  
*Benchmark: 80% of employers indicate satisfaction with preparation of completers*  
*Status: 97%*
- Career Program Completers, percent employed in related field  
*Benchmark: 65% employed*  
*Status: 50.3%*
- Fall to Spring Persistence Rate, credit students  
*Benchmark: 84% persist*  
*Status: 83.5%*
- First-time, full-time, student retention rates  
*Benchmark: 63%*  
*Status: 55%*
- First-time, part-time, student retention rates  
*Benchmark: 45%*  
*Status: 35%*

**Educational Excellence Performance Measures**

- Student Learning Outcomes Assessment goals achieved in general education  
*Benchmark: 80% percent or more of annual assessment goals are consistently met over 3-yr plan*  
*Status: 72%*
- Full-time to Part-time faculty ratio  
*Benchmark: Maintain above average ratio*  
*Status: 0.8:1.0 (164 full-time and 204 part-time)*
- NIC is responsive to faculty and staff professional development needs  
*Benchmark: Maintain or increase funding levels available for professional development*  
*Status: \$78,000 in current funding*
- Licensure pass rates at or above national pass rates  
*Benchmark: Maintain or improve current pass rates*  
*Status: 98% or above for all programs for which data is available*
- Dual Credit students who enroll at NIC as degree-seeking postsecondary students as a percentage of total headcount  
*Benchmark: Sustain or Increase*  
*Status: 4.3%*



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 18, 2015**

- All instructional programs submit annual summary reports documenting program improvements  
*Benchmark: 20% of total programs per year over five years until fully implemented*  
*Status: This is a new measure; no status available*

**Community Engagement Performance Measures**

- Distance Learning proportion of credit hours  
*Benchmark: Increase by 2% annually for a total of 25%*  
*Status: 25.1%*
- Dual Credit annual credit hours in the high schools  
*Benchmark: Increase by 5% annually*  
*Status: 2,399*
- Dual Credit annual credit hours taught via distance delivery  
*Benchmark: Increase by 5% annually*  
*Status: 3,407*
- Market Penetration (Credit Students): Unduplicated headcount of credit students as a percentage of NIC's total service area population  
*Benchmark: 3.6%*  
*Status: 3.6%*
- Market Penetration (Non-Credit Students): Unduplicated headcount of non-credit students as a percentage of NIC's total service area population  
*Benchmark: 3.0%*  
*Status: 2.2%*
- Percentage of student evaluations of community education courses reflect a satisfaction rating of above average  
*Benchmark: 85% of total number score a satisfaction rating of above average*  
*Status: 93%*

**Diversity Performance Measures**

- Number of students enrolled from diverse populations  
*Benchmark: Maintain a diverse, or more diverse population than the population within NIC's service region*  
*Status: 81% White, 9% Other; 10% Unknown*
- Participation in sponsored events that promote diversity awareness  
*Benchmark: To be defined in 2016*  
*Status: This is a new measure; no status available*
- Number of course outcomes related to multiculturalism, pluralism, equity, and diversity  
*Benchmark: To be defined in 2016*  
*Status: This is a new measure; no status available*
- Students who respond "quite a bit or very much" to CCSSE survey question: "Does the college encourage contact among students from different economic, social and racial or ethnic backgrounds?"  
*Benchmark: Increase by 2% annually until the national average is met or exceeded*  
*Status: 37.7% (compared to national average of 52.7%)*

**Stewardship Performance Measures**

- Dollars secured through the Development Department via private donations and grants  
*Benchmark: \$2,000,000*

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
JUNE 18, 2015**

- Status:* \$5,240,105
- College-wide replacement schedule for personal computers  
*Benchmark:* 100% of the computers are replaced within the 42 month window  
*Status:* 94.5%
- Efficiency measures and energy upgrades result in dollars saved  
*Benchmark:* Sustain or Increase  
*Status:* 11% overall decrease (over 7 year period) in utilities expenditures
- Tuition and Fees for full-time, in-district students (full academic year)  
*Benchmark:* Maintain rank in the lowest 40% against comparator institutions  
*Status:* \$2,974

**Idaho State Board of Education System-Wide Performance Measures**

- Degree Production – Degree and certificate production and headcount of recipients  
*Benchmark:* Maintain graduation rate at or above the median for IPEDS peer group  
*Status:* 998 awards / 930 headcount
- Degree Production - Unduplicated headcount of graduates over rolling 3-year average degree seeking FTE  
*Benchmark:* Compare favorably against Idaho peer group  
*Status:* 22.8%
- Retention Rate - Percent of full-time new and transfer degree-seeking students that are retained or graduate the following year  
*Benchmark:* To be defined after three years of VFA data is collected  
*Status:* 51% (new); 56% (transfer)
- Undergraduate cost per credit  
*Benchmark:* Compare favorably against Idaho peer group  
*Status:* \$270.79
- Graduates per \$100k – Graduates per \$100,000 of education and related spending by institutions  
*Benchmark:* Maintain rank at or above the median for IPEDS peer group  
*Status:* 2.04
- Remediation - Number and percentage of first-time freshmen who graduated from an Idaho high school in the previous year requiring remedial education as determined by institutional benchmarks.  
*Benchmark:* This measure is an input from the K-12 system and is not benchmarkable, per ISBOE  
*Status:* 66.5%
- Dual Credit – Total annual credit hours  
*Benchmark:* This measure is an input from the K-12 system and is not benchmarkable, per ISBOE  
*Status:* 9,884
- Dual Credit – Unduplicated Annual Headcount  
*Benchmark:* This measure is an input from the K-12 system and is not benchmarkable, per ISBOE  
*Status:* 921



# **University of Idaho**

## **AGRICULTURAL RESEARCH & EXTENSION SERVICE STRATEGIC PLAN**

### **FY2016-2020**

**COLLEGE OF AGRICULTURAL AND LIFE SCIENCES**  
**Agricultural Research and Extension Service**  
**Strategic Plan**  
**2016-2020**

**MISSION STATEMENT**

The College of Agricultural and Life Sciences fulfills the intent and purpose of the land-grant mission and serves the food-industry, people and communities of Idaho and our nation:

- through identification of critical needs and development of creative solutions,
- through the discovery, application, and dissemination of science-based knowledge,
- by preparing individuals through education and life-long learning to become leaders and contributing members of society,
- by fostering the healthy populations as individuals and as a society,
- by supporting a vibrant economy, benefiting the individual, families and society as a whole.

**VALUES STATEMENT**

The College of Agricultural and Life Sciences values:

- excellence in creative discovery, instruction and outreach,
- open communication and innovation,
- individual and institutional accountability,
- integrity and ethical conduct,
- accomplishment through teamwork and partnership,
- responsiveness and flexibility,
- individual and institutional health and happiness.

**VISION STATEMENT**

We will be the recognized state-wide leader and innovator in meeting the state's current and future challenges to create healthy individuals, families and communities, and enhance sustainable food systems respected regionally and nationally through focused areas of excellence in teaching, research and outreach with extension serving as a critical knowledge bridge between the University of Idaho, College of Agricultural and Life Sciences, and the people of Idaho.

**Goals**

**Teaching and Learning:** Enable student success in a rapidly changing world through transformed teaching and learning.

**Objective:**

1. Build adaptable, integrative curricula and pedagogies.  
*Performance Measure:* Approved ISEM 301 course listed in spring 2014 course catalog.  
*Benchmark:* Approved ISEM 301 course listed in spring 2014 course catalog.
2. Increase the number of course offerings via distance learning.  
*Performance Measure:* Exploration of additional course offerings to meet students' curricular needs to support timely degree completion for on-campus and off-campus programs.  
*Benchmark:* 10% increase in distance course offerings from CALS

**Scholarly and Creative Activity:** Promote excellence in scholarship and creative activity to enhance life today and prepare us for tomorrow.

**Objectives:**

1. Increase grant submissions and awards from agencies, commissions, foundations, and private industry by all tenure and non-tenure track faculty, staff, and administration for scholarship and creative activities in research, extension, and teaching.  
*Performance Measure:* Number of grant proposals submitted per year, number of grant awards received per year, and amount of grant funding received per year  
*Benchmark:* Five percent increase per year in the number of grants submitted.
2. Increase grants awarded to faculty by hiring grant specialists to assist in identifying funding opportunities and grant writers to assist in proposal development  
*Performance Measures:* Availability and use of grant specialists and grant writers, number of grants identified by grant specialists and, number of grants submitted using the services of a grant writer  
*Benchmark:* Attain an average of \$20 million in extramural funding across research, extension, and teaching scholarship during the 2015-2017 time period
3. Allocate resources preferentially to defined college Programs of Distinction and departmental areas of excellence, and to emerging Programs of Distinction and areas of excellence

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 18, 2015**

*Performance Measures:* Funds or in-kind donations acquired through development, endowments, and collaborations with public and private organizations

*Benchmark:* Attain \$45 million by 2016 as aligned with UI campaigns

4. Facilitate the formation of Programs of Distinction teams and other interdisciplinary teams to identify and address key research problems and opportunities

*Performance Measures:* Number of interdisciplinary teams formed

*Benchmark:* Formation of four or more interdisciplinary teams that will develop Programs of Distinction by July 2016

5. Provide competitive funding for planning and reward faculty participation in interdisciplinary programs by providing necessary incentives and training to improve competitiveness of center- or team-based grant proposals.

*Performance Measures:* Number of competitive grant proposals submitted and awarded

*Benchmark:* Be awarded 4 to 5 large, longer term competitive grants that are led by faculty by 2016

**Outreach and Engagement:** Meet society's critical needs by engaging in mutually beneficial partnerships.

1. Actively participate in identifying, developing, and implementing Programs of Distinction and areas of excellence.

*Performance Measures:* Programs of Distinction identified, work plans created, and measures of effectiveness established for each Program of Distinction by 2016; measures assessed annually thereafter

*Benchmark:* Twenty percent of faculty working effectively in Programs of Distinction and engaged with clientele and stakeholders

2. Redirect internal resources and recruit industry and agency funding for student internships and student service learning projects that support outreach and engagement in priority areas.

*Performance Measures:* Amount of funding redirected and recruited annually; number of students engaged in internships and in service learning projects during their undergraduate or graduate programs

*Benchmark:* By 2017, funding for internships and student projects doubled (2013 baseline); number of students involved in internships doubled (2013 baseline);

and number of students involved in service learning projects doubled (2013 baseline)

3. Recognize faculty for outreach and engagement accomplishments as part of annual evaluation, promotion and tenure  
*Performance Measures:* Unit administrators recognize, value, and reward significant outreach and engagement outcomes and impacts  
*Benchmark:* Unit administrators can clearly communicate outcomes and impacts resulting from outreach and engagement accomplishments of their faculty
  
4. Expand the role of all advisory boards by utilizing the networking capabilities of advisory board members to enhance partnership development  
*Performance Measures:* Partnerships developed through collaborative efforts with advisory board members, Development, and administration  
*Benchmark:* Outreach and engagement programming enhanced through partnerships with key agencies, organizations, and foundations
  
5. Market outcomes of Programs of Distinction and areas of excellence through college publications, popular press articles, and presentations to decision makers and stakeholders.  
*Performance Measures:* Number of articles featuring outcomes and impacts of Programs of Distinction and areas of excellence; number of major presentations featuring Programs of Distinction and areas of excellence outcomes and impacts  
*Benchmark:* Outcomes of Programs of Distinction and areas of excellence have been documented and reported to stakeholders and decision makers by 2018

**Organization, Culture and Climate:** Be a purposeful, ethical, vibrant and open community.

1. Include an emphasis on diversity by providing multi-cultural events and training opportunities or by participating in University sponsored activities.  
*Performance Measures:* Number of faculty and staff who complete a multi-cultural competency training in addition to increased faculty, staff, and student participation in multi-cultural events or UI sponsored activity.  
*Benchmark:* Increased diversity awareness among faculty, staff, and students.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 18, 2015**

2. Seek private and public funding for scholarships to increase enrollment by underrepresented groups  
*Performance Measures:* Amount of funding raised  
*Benchmark:* Double the scholarships over 5 years.
  
3. Utilize established university policies and procedures to address problematic behaviors  
*Performance Measures:* Number of reported incidences and investigations  
*Benchmark:* Reduce the number of reported incidences and investigations relative to the average of the previous five years
  
4. Encourage faculty and staff participation in conflict resolution and/or management training offered by UI Professional Development & Learning office.  
*Performance Measures:* Number of participants completing conflict resolution and/or management training  
*Benchmarks:* 100% participation

**External Factors:**

**Loss of essential personnel:** Comparisons of salary and benefits with peer institutions continues to hamper our ability to hire and retain highly qualified individuals within the Agricultural Research and Extension Service.

**Cultivation of Partnerships:** We continue to cultivate partnerships to maintain the agricultural research and extension system. Although to date these efforts have been successful, these efforts are very time consuming and take many months to reach agreement and produce revenue streams to help maintain this system and meet our land grant mission.

**Statewide Infrastructure Needs:** Our ability to fund infrastructure maintenance and improvements to maintain our research intensive facilities remains limited. As mentioned in previous years, this clearly impacts our ability to obtain external grant funding and develop collaborative partnerships with state, federal, and private entities and other institutions.





University of Idaho  
Forest Utilization Research and  
Outreach (FUR)

STRATEGIC PLAN  
FY2016-2020

## **Forest Utilization Research and Outreach (FUR)**

### **MISSION**

The Forest Utilization Research and Outreach (FUR) program is located in the College of Natural Resources at The University of Idaho. It's purpose is to increase the productivity of Idaho's forest and range lands by developing, analyzing, and demonstrating methods to improve land management and related problem situations such as post-wildfire rehabilitation using state-of-the-art forest and rangeland regeneration and restoration techniques. Other focal areas include sustainable forest harvesting and livestock grazing practices, including air and water quality protection, as well as improved nursery management practices, increased wood use, and enhanced wood utilization technologies for bioenergy and bioproducts. In addition the Policy Analysis Group follows a legislative mandate to provide unbiased factual and timely information on natural resources issues facing Idaho's decision makers. Through collaboration and consultation FUR programs promote the application of science and technology to support sustainable lifestyles and civic infrastructures of Idaho's communities in an increasingly interdependent and competitive global setting.

### **OUTCOME-BASED VISION STATEMENT**

The scholarly, creative, and educational activities related to and supported by Forest Utilization Research and Outreach (FUR) programs will lead to improved capabilities in Idaho's workforce to address critical natural resource issues by producing and applying new knowledge and developing leaders for land management organizations concerned with sustainable forest and rangeland management, including fire science and management, and a full range of forest and rangeland ecosystem services and products. This work will be shaped by a passion to integrate scientific knowledge with natural resource management practices. All FUR programs will promote collaborative learning partnerships across organizational boundaries such as governments and private sector enterprises, as well as landowner and non-governmental organizations with interests in sustainable forest and rangeland management. In addition, FUR programs will catalyze entrepreneurial innovation that will enhance stewardship of Idaho's forest and rangelands, natural resources, and environmental quality.

## GOALS & OBJECTIVES

### Goal 1: Scholarship and Creativity

*Achieve excellence in scholarship and creative activity through an institutional culture that values and promotes strong academic areas and interdisciplinary collaboration among them.*

**Objective A:** Promote an environment that increases faculty, student, and constituency engagement in disciplinary and interdisciplinary scholarship.

**Strategies:**

1. Upgrade and development of university human resource competencies (faculty, staff and students) to strengthen disciplinary and interdisciplinary scholarship that advances the college's strategic themes and land-grant mission directly linked to FUR.
2. Establish, renew, remodel, and reallocate facilities to encourage funded collaborative disciplinary and interdisciplinary inquiry in alignment with FUR programs in forest and nursery management as well as the Rangeland Center and Policy Analysis Group.

**Performance Measures:**

- Number of CNR faculty, staff, students and constituency groups involved in FUR related scholarship or capacity building activities.
- Non-FUR funding leveraged by FUR funded indoor and outdoor laboratories, field facilities, and teaching, research and outreach programs.

**Benchmarks:**

Numbers of CNR faculty, staff, students and constituency groups set as of 2015 level with an ongoing objective for them to stay the same or increase based on the investment level in this aspect of FUR programming.

Start with a 3:1 return on investment ratio meaning every one dollar of FUR state funding leverages at least three non-FUR funded dollars from other sources.

**Objective B:** Emphasize scholarly and creative outputs that reflect our research-intensive and land-grant missions, the university and college's strategic themes, and stakeholder needs, especially when they directly support our academic programming in natural resources.

**Strategies:**

1. Enhance scholarly modes of discovery, application and integration that address issues of importance to the citizens of Idaho that improve forest and rangeland productivity, regeneration, and rehabilitation, including nursery management practices, fire science and management, and a full range of ecosystem services and products, including environmental quality.

2. Create new products, technologies, protocols and processes useful to private sector natural resource businesses — such as timber harvesting and processing, regeneration and rehabilitation firms, working livestock ranches, as well as governmental and non-governmental enterprises and operating units.
3. Conduct research and do unbiased policy analyses to aid decision-makers and citizens understanding of natural resource and land use policy issues.

**Performance Measure:**

- An accounting of products (i.e., seedlings produced, research reports, refereed journal articles) and services (i.e., protocols for new species shared with stakeholders, policy education programs and materials provided, accessible data bases) created and delivered including an identification of those which are recognized and given credibility by external reviewers through licensing, patenting, publishing in refereed journals, etc.
- Number of external stakeholders (non-university entities) that request information and/or consultancies on FUR funded protocols for technologies or knowledge related to programs such as regeneration of native plants and seedlings, fire science, timber harvesting, wood residue utilization, livestock grazing, forest and rangeland restoration, etc.

**Benchmark:**

Numbers and types of products and services delivered and stakeholders serviced as of 2013-2015 average levels with an ongoing objective for benchmarks to stay the same or increase based on investment levels in this aspect of FUR programming during the defined period.

**Goal 2: Outreach and Engagement**

*Engage with the public, private and non-profit sectors through mutually beneficial partnerships that enhance teaching, learning, discovery, and creativity.*

**Objective A:** Build upon, strengthen, and connect the College of Natural Resources with other parts of the University to engage in mutually beneficial partnerships with stakeholders to address areas targeted in FUR.

**Strategies:**

1. Enhance the capacity of the College of Natural Resources to engage with communities by involving faculty and students in programs relevant to local and regional issues associated with forest and rangeland management and the maintenance of environmental quality.
2. Engage with communities, governmental and non-governmental organizations through flexible partnerships that share resources and respond to local needs and expectations.

3. Foster key industry and business relationships that benefit entrepreneurship and social and economic development through innovation and technology transfer that will increase the productivity of Idaho's forests and rangelands while enhancing air and water quality.

**Performance Measure:**

Document cases:

- Communities served and resulting documentable impact;
- Governmental agencies served and resulting documentable impact;
- Non-governmental agencies and resulting documentable impact;
- Private businesses and resulting documentable impact; and
- Private landowners and resulting documentable impact.

**Benchmark:**

Meeting target numbers for audiences identified above as well as developing and experimenting with a scale for measuring documentable impact.

**Goal 3: Teaching and Learning**

*Engage students in a transformational experience of discovery, understanding, and global citizenship.*

**Objective A:** Develop effective integrative learning activities to engage and expand student minds.

**Strategies:**

1. Provide undergraduate, graduate and professional students with education and research opportunities in nursery management, wood utilization technologies including bioenergy and bioproducts, forest and rangeland regeneration and restoration, fire science and management, and ecosystem services and products.
2. Integrate educational experiences into ongoing FUR and non-FUR research programs at CNR outdoor laboratories, including the University of Idaho Experimental Forest, the Forest Nursery complex, and McCall campus.
3. Engage alumni and stakeholders as partners in research, learning, and outreach.

**Performance Measures:**

- Number and diversity (as measured by variety of academic programs impacted) of courses which use full or partially FUR funded projects, facilities or equipment to educate, undergraduate, graduate and professional students.
- Number of hits on PAG and other FUR related web-sites, and where feasible number of documents or other products downloaded by stakeholders.

**Benchmark:**

Meeting or being above target numbers for the audiences and programming proposed above as per investment in a given funding cycle.

**KEY EXTERNAL FACTORS**

The key external factors likely to affect the ability of FUR programs to fulfill the mission and goals are as follows: (1) the availability of funding from external sources to leverage state-provided FUR funding; (2) changes in human resources due to retirements or employees relocating due to better employment opportunities; (3) continued uncertainty relative to global, national and regional economic conditions; (4) uncertainty associated with the State of Idaho's commitment to retaining high quality programs associated with the mission of the nation's land grant universities; and (5) changing demand for the state and region's ecosystem services and products.



# **Idaho Geological Survey (IGS)**

## **STRATEGIC PLAN FY2016 - 2020**

## IDAHO GEOLOGICAL SURVEY

### VISION

The Idaho Geological Survey's vision is to provide the state with the best geologic information possible through strong and competitive applied research, effective program accomplishments, and transparent access. We are committed to the advancement of the science and emphasize the practical application of geology to benefit society. We seek to accomplish our responsibilities through *service and outreach, research, and education* activities.

### MISSION

The Idaho Geological Survey is designated the lead state agency for the collection, interpretation, and dissemination of geologic and mineral data for Idaho. The agency has served the state since 1919 and prior to 1984 was named the Idaho Bureau of Mines and Geology.

Idaho Geological Survey staff acquires geologic information through field and laboratory investigations and through grants and cooperative programs with other governmental and private agencies. The Idaho Geological Survey's geologic mapping program is the primary applied research function of the agency. The Survey's Digital Mapping Laboratory is central to compiling, producing, and delivering new digital geologic maps. These products contain the current geologic knowledge of Idaho and are the critical to all geoscience applications and related issues. Other main Idaho Geological Survey programs include geologic hazards, hydrology, energy resources, mining, mine safety training, abandoned and inactive mines inventory, and earth science education outreach. As Idaho grows, demand is increasing for geologic information related to population growth, energy- mineral- and water-resource development, landslide hazards and earthquake monitoring.

### AUTHORITY AND SCOPE

Idaho Code provides for the creation, purpose, duties, reporting, offices, and advisory board of the Idaho Geological Survey. The Code specifies the authority to conduct investigations and establish cooperative projects and seek research funding. The Idaho Geological Survey publishes an Annual Report as required by its enabling act.

### **GOAL 1: OUTREACH AND ENGAGEMENT (SERVICE)**

**Context:** *Achieve excellence in collecting and disseminating geologic information and mineral data to the mining, energy, agriculture, utility, construction, insurance, and banking industries, educational institutions, civic and professional organizations, elected officials, governmental agencies, and the public. Continue to strive for increased efficiency and access to Survey information primarily through publications, Web site products, in-house collections and customer inquiries. Emphasize Web site delivery of digital products and compliance with state documents requirements (Idaho Code 33-*



205). *Maintain concentrated effort to collect and preserve Idaho's valuable geologic data at risk.*

**Objective A: Produce and effectively deliver relevant geologic information to meet societal priorities and requirements**

**Performance Measure:**

- Number of published reports on geology/hydrology/geologic hazards/mineral and energy resources.  
**Benchmark:** The number of IGS published reports TBD based on preceding years and staffing.

**Objective B: Build and deliver Web site products and develop user apps and search engines**

**Performance Measure:**

- Number of IGS web site viewers and products used/downloads.  
**Benchmark:** The number of website products TBD based on preceding years and staffing.

**Objective C: Maintain compliance of Idaho State Library Documents Depository Program and Georef Catalog (International)**

**Performance Measure:**

- Percentage of total survey documents available  
**Benchmark:** 100%

**GOAL 2: SCHOLARLY AND CREATIVE ACTIVITY (RESEARCH)**

**Context:** *Advance the knowledge and practical application of geology and earth science in Idaho. Promote, foster, and sustain a climate for research excellence. Develop existing competitive strengths in geological expertise. Maintain national level recognition and research competitiveness in digital geological mapping techniques in compliance with required state and federal GIS standards. Sustain and build a strong research program through interdisciplinary collaboration with academic institutions, and state and federal land management agencies. Pursue opportunities for public and private research partnerships.*

**Objective A: Sustain and enhance geological mapping and related studies**

**Performance Measure:**

- Increase the area of modern digital geologic map coverage for Idaho by mapping in priority areas designated by Idaho Geological Mapping Advisory Committee (IGMAC).  
**Benchmark:** A sustained increase in cumulative percent of Idaho's area covered by modern geologic mapping.

**Objective B: Sustain and build research funding**

**Performance Measure:**

- Externally funded grant and contract dollars  
**Benchmark:** The number of externally funded grants and amount of contract dollars compared to a five year average.

**GOAL 3: TEACHING AND LEARNING (EDUCATION)**

**Context:** *Educate clients and stakeholders in the use of earth science information for society benefit. Support knowledge and understanding of Idaho's geologic setting and resources through earth science education. Achieve excellence in scholarly and creative activities through collaboration and building partnerships that enhance teaching, discovery, and lifelong learning.*

**Objective A: Develop and deliver earth science education programs and public presentations**

**Performance Measure:**

- Educational programs for public audiences

**Benchmark:** The number of educational reports and presentations TBD based on previous years and staffing.

**GOAL 4: COMMUNITY AND CULTURE (SERVICE)**

**Context:** *We are committed to a culture of service to Idaho. We value the diversity of Idaho's geologic resources and diversity of community uses. We strive to partner with communities and stakeholders to increase the intellectual capacity to resolve resource challenges facing Idaho and consumers of our state resources.*

**Objective A: Develop and deliver products serving all sectors of users.**

**Performance Measure and Benchmark:** (included in deliverables listed in Goal 1)

**KEY EXTERNAL FACTORS:**

**Funding:**

*Achievement of strategic goals and objectives is dependent on appropriate state funding and staffing levels. External research support is mostly subject to federal program funding and increasing state competition for federal programs. Many external programs require a state match and are dependent on state funding level.*

**Demand for services and products:**

*Changes in demand for geologic information due to energy and minerals economics play an important role in achievement of strategic goals and objectives. State population growth and requirements for geologic information by public decision makers and land managers are also key external factors.*



**University of Idaho**

**Idaho**

**(Washington-Idaho-Montana-Utah, WIMU)**

**Veterinary Medical Education Program/**

**Caine Veterinary Teaching Center**

**STRATEGIC PLAN**

**FY2016 - 2020**

**Idaho (Washington-Idaho-Montana-Utah, WIMU)  
Veterinary Medical Education Program/  
Caine Veterinary Teaching Center**

**STRATEGIC PLAN 2016-2020**

**VISION STATEMENT:**

Improved health and productivity of Idaho's food-producing livestock

**MISSION STATEMENT:**

Transfer science-based medical information and technology concerning animal well-being, zoonotic diseases, food safety, and related environmental issues – through education, research, public service, and outreach – to veterinary students, veterinarians, animal owners, and the public, thereby effecting positive change in the livelihood of the people of Idaho and the region.

**Authority and Scope:**

The original Tri-State Veterinary Education Program (WOI Regional Program – Washington State University, Oregon State University, and University of Idaho) was authorized in 1973 by the Idaho Legislature (SJM 127). The Program in Idaho is administered by the State Board of Education and The Board of Regents of the University of Idaho. The first Idaho-resident students were enrolled in the program in 1974. In September 1977, the Caine Veterinary Teaching Center (CVTC) at Caldwell, an off-campus unit of the University of Idaho's then Veterinary Science Department, was opened as a part of Idaho's contribution to the WOI Regional Program in Veterinary Medicine. Oregon withdrew from the cooperative program in 2005. In 2012, Washington State University and Utah State University (USU) announced a new educational partnership (W-I-U). In 2013, Montana State University (MSU) became a fourth partner in what is now known as the Washington-Idaho-Montana-Utah (WIMU) Regional Program in Veterinary Medicine. The first DVM class to include MSU students was admitted in Fall 2014.

The CVTC serves as a food animal referral hospital/teaching center located in Caldwell where senior veterinary students from Washington State University/College of Veterinary Medicine (WSU/CVM) participate in elective rotations on food animal production medicine. The CVTC program is administered through the Department of Animal and Veterinary Science (AVS) in the College of Agricultural and Life Sciences (CALs) at the University of Idaho.

The Program allows Idaho resident students access to a veterinary medical education through a cooperative agreement with WSU, whereby students are excused from paying out-of-state tuition. The program currently provides access for 11 Idaho-resident students per year (funding for 44 students annually).

The American Veterinary Medical Association (AVMA) accredits the WIMU Program. Faculty members are specialized in virology, bacteriology, pharmacology, epidemiology, medicine, and surgery, and hold joint appointments between the UI College of Agricultural and Life Sciences in the AVS Department (scholarly activities/research/service) and the WIMU Regional Program in Veterinary Medicine (education/service/outreach/engagement).

The service and diagnostic components of the CVTC are integral to the food animal production medicine teaching program, offering clinical and laboratory diagnostic assistance for individual animal care or disease outbreak investigation for veterinarians and livestock producers in Idaho and surrounding states. Live animals referred by practicing veterinarians are utilized as hospital teaching cases for students when on rotation at that time. Students have access to select, in-house laboratories to process samples they collect and analyze the results. Practicing veterinarians throughout the state who need diagnostic help with disease problems also send samples directly to the laboratories at the CVTC for analyses. Diagnostic services and assistance are also provided to Idaho State Department of Agriculture and to the Idaho Department of Fish and Game. When additional services are required or requested by practitioners, personnel at CVTC receive, process, and ship samples to other diagnostic laboratories.

Supervision and leadership for programs, operations, the faculty and staff at the CVTC are the responsibility of the Director, Dr. Gordon W. Brumbaugh with administrative responsibility by the Head of the AVS Department, Dr. Mark McGuire, and Dean of CALS, Dr. John Foltz.

#### Education:

Faculty provides 1- to 4-week blocks of time designed to prepare veterinary students for entry-level positions upon graduation. Blocks target general food animal medicine, dairy production medicine, cow/calf management, feedlot medicine, sheep/lambing management, and small ruminant clinical medicine.

Activities are selected that allow the student to develop and gain confidence in technical skills as well as professional critical thinking and management of information. Disease agents, fluid therapy, appropriate drug use, nutrition, diagnostic sampling, and necropsy are examples of skills emphasized during individual animal medicine instruction. Production animal medicine stresses development of confidence with professional and technical skills, disease prevention strategies, investigational skills, animal well-being, recordkeeping and interpretation, and reduction of stress for beef or dairy cattle, and for small ruminants (primarily sheep and goats).

Five faculty positions are budgeted within the Idaho Vet Med Program. In 2013, one faculty member that was stationed at the Moscow campus resigned and has not yet been replaced. Three faculty members are stationed at the CVTC, Caldwell, ID, with an additional vacancy there. The Dawn and Wes Downs Pre-Veterinary Internship Endowed Scholarship, which was initiated in 2013, will become fully-endowed in 2015. This scholarship supports one AVS undergraduate pre-vet student annually during a summer experiential internship at the Caine Center. The Northwest-Bovine Veterinary Experience Program (NW-BVEP) – started in 2007 for a limited number of first- and second-year WSU/CVM veterinary students – is a 6-week summer dairy/beef veterinary experiential learning program funded primarily by grants and gifts.

The CVTC and AVS faculty are involved in statewide producer educational programs using the CVTC facilities, when appropriate, to offer continuing education programs for veterinarians and livestock producers.

Scholarly Activities/Research/Service:

Nationally- and internationally- acclaimed research has been conducted at the CVTC and includes subjects of neonatal calf diseases and fluid therapy, reproductive diseases of cattle and sheep, EID (electronic identification) of beef cattle, Johne's disease in cattle, sheep, and goats, and scrapie in sheep. Collaboration with the Idaho Department of Fish & Game regarding wildlife/domestic livestock disease interaction has resulted in elucidation of respiratory organisms causing death in bighorn sheep. Research in many of those areas developed out of past experiences involving teaching/clinical or diagnostic services/outreach. Those activities serve as a source for continuing investigational activities. Funding to conduct research is derived from a variety of sources and results have been published in numerous scientific papers. The research is dedicated primarily to that relevant to regional disease problems.

Service/Outreach/Engagement/Extension:

Faculty members of the CVTC have responsibility for outreach activities, although none have official Extension appointments. Their routine activities such as regular interaction and consultation with livestock producers, commodity groups, veterinarians, UI Extension specialists, and others regarding a variety of topics including production medicine, disease diagnostics, control and prevention of disease, and management of reproductive problems are all service-oriented. These activities are major contributors to "hours of operation" of the CVTC and include receiving, processing, and/or shipping of samples for diagnostic services requested by practicing veterinarians. Faculty members contribute material on a regular basis to lay publications and industry newsletters, and are active in state and national professional associations. Faculty and staff members organize on-site tours for individual students, groups, or organizations as well as area residents who are interested in our activities, give presentations at county and state fairs, and participate in "Career Day" or "Job Fair" events at area high schools.

Selective diagnostic services, disease investigations, and clinical studies have significantly benefited many producers through the control of a number of economically devastating diseases. That form of assistance is provided on a fee-for-service basis and in conjunction with the veterinary teaching program.

**Goal 1. Education**

**Objective A: Continue to provide and improve the highly-rated and effective experiential veterinary clinical teaching program.**

Action Items:

- Ensure offerings of elective rotations for experiential learning opportunities that meet contractual requirements (minimum of 65 rotations offered)

Performance Measures:

- Percentage of elective offerings (blocks) filled
- Number of senior selecting rotations at CVTC
- Number/percentage of Idaho resident graduates licensed to practice veterinary medicine in Idaho

Benchmark:

- Student participation in at least 80% of elective rotations offered
- Greater than 40 students selecting rotations at CVTC
- At least 7 Idaho resident graduates (65%) licensed to practice veterinary medicine in Idaho

**Objective B: Pre-clinical veterinary educational opportunities**

Action items:

- Administer experiential summer learning opportunities for first- and second-year students in veterinary education program (Northwest Bovine Veterinary Experience Program – NW-BVEP)
- Administer experiential learning opportunities for endowed pre-veterinary summer internship and scholarship

Performance Measures:

- Annual recurring placement of students



Benchmark:

- Total of 12 first- and second-year veterinary students in the NW-BVEP annually
- One student annually selected to receive the internship/scholarship

**Goal 2. Scholarly and Creative Activity**

**Objective: To provide the atmosphere, environment, encouragement, and time for faculty members to cultivate and nurture their scholarly and creative abilities.**

Action Items:

- Encourage faculty to remain influential in their professional/educational disciplines appropriate to the educational mission of the CVTC
- Contribute to the AVS Department areas of excellence and the CALS Beef Program of Distinction by the Idaho Veterinary Medical Education Program

Performance Measures:

- Number of fellows in disciplinary associations
- Personnel elected to leadership role in professional organizations
- Personnel invited to participate as presenters/speakers/advisors for professional organizations, private businesses, or public agencies/institutions
- External grants received
- Refereed journal articles

Benchmark:

- Participation in at least one departmental area of excellence and in the CALS Beef POD
- At least one invited presentation by each faculty member to local, state, regional, national, or international meeting.
- At least one external research grant per year funded for scholarly activities for the CVTC beyond Idaho Fish and Game support of Dr. Weiser and funding of NW-BVEP
- At least one refereed journal article published per year per faculty FTE

**Goal 3. Outreach and Engagement**

**Objective A: Provide diagnostic laboratory, referral professional services, consultation, and field services for the veterinarians and livestock producers in Idaho and the region.**

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
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Action Items:

- Update clinical and laboratory instrumentation as budgets allow; thereby, maintaining or enhancing diagnostic laboratory testing procedures and services for veterinarians and livestock producers in the region.
- Encourage continuing education (personal and professional development) by laboratory or clinical support personnel in their given specialty.

Performance Measures:

- Number of field investigations; number of animals/herds served
- Number of laboratory diagnostic and live animal case accessions
- Demonstrate utilization of new clinical and laboratory instrumentation

Benchmarks:

- At least 250 live-animal clinical accessions per year
- At least 10,000 laboratory accessions per year
- At least 150 field investigations per year
- At least 75 necropsies per year

**Objective B: Endeavor to recruit potential students in Idaho and the region who are interested in careers in agriculture and/or veterinary medicine.**

Action Items:

- Encourage the participation of faculty and staff in Extension activities, community activities such as “job fairs”, 4-H/FFA activities, and county fairs in order to elevate the visibility of the CVTC, AVS, CALS, and UI; and, to discuss future needs and careers in agriculture or veterinary medicine.

Performance Measures:

- Number of job fairs, career day or fair activities, or Extension-sponsored meetings in which faculty and staff participated

Benchmarks:

- Participation in at least 10 community activities as described above

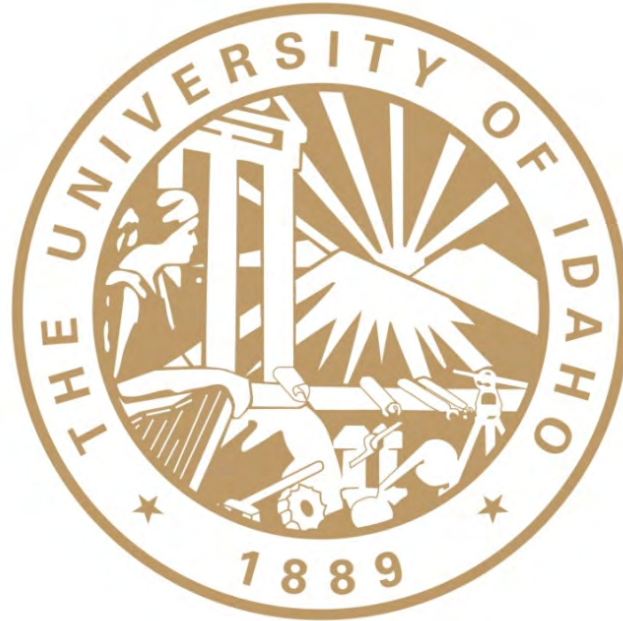
**External Factors:**

1) Caseload. Numbers vary for live animal and diagnostic accessions subject to need and economic demand. Ideally, cases and services should be sufficient for instructional goals and objectives as well as to support in-house laboratories

2) Loss of essential personnel. Many factors have contributed to suboptimal numbers of personnel currently at the CVTC. In 2013 the number of faculty was decreased to 3 due to resignations and positions left unfilled. It is difficult to hire and retain sufficient numbers of qualified individuals to meet current demands of the program. Positions have been restructured and funding sources modified to the extent possible. There is also very limited means to recognize, reward, and retain individuals with outstanding performance.

3) Diagnostic Veterinary Pathology. This position has been vacant since the retirement of the second of our two veterinary pathologists in 2005. The Pathology specialty is in high demand in veterinary medicine and by clientele of the CVTC. We are outsourcing some diagnostic services, but are unable to incorporate this extremely important specialty in the veterinary teaching program at this time. Diagnostic Veterinary Pathology has been a core service for the producers and veterinarians of Idaho and the surrounding region. The study of disease (pathology) will always be an indispensable discipline for livestock production, veterinary medicine, homeland bio-security, international marketing, and regulatory activities. The importance was reinforced by wording in the 2014 Farm Bill [ex. [National Animal Health Laboratory Network \(NAHLN\)](#), [Animal Health and Disease Research/1433 Formula Funds](#), and [Agriculture and Food Research Initiative \(AFRI\)](#)]; and, by other forecasts (Dennis F. Lawler, DVM; *Veterinary Over-Supply: Moving Forward*. 2014 AVMA Annual Convention, presentation #16162, 07/28/2014

4) Agriculture beyond animal health. Agriculture is the most important contributor to the economy of Idaho. Dairy and beef production are the two largest commodities (farm gate receipts) in Idaho. Other agricultural products and by-products (e.g., alfalfa, cereal grains, beet pulp, and potato by-products) serve as cash crops for some producers and are utilized in dairy and beef production. Idaho is a major provider of food for man and animals (“Economic Contribution of Idaho Agribusiness 2014, UI Extension Bulletin 892, published December 2014”), Respective influences in those markets require that the CALS, AVS, and the CVTC remain astute to strategically help producers and veterinarians of the future. That requires trained personnel, foresight, resources, and engagement. In January 2015, there was an announcement that a beef packing facility will be constructed near Kuna, Idaho to be functional in Fall of 2016. Significant contributions to agribusiness in Idaho include employment opportunities and retention of current expenses related to hauling animals out of state. Educational opportunities also exist for the Idaho Veterinary Medical Education Program.



# **WWAMI**

## **Idaho WWAMI (Washington, Wyoming, Alaska, Montana, Idaho) Medical Education Program**

### **Strategic Plan FY2016-2020**

**WWAMI is Idaho's regional medical education program**, under the leadership and institutional mission of the **University of Idaho**, in partnership with the **University of Washington School of Medicine (UWSOM)**. Currently Idaho medical students spend the first year of their medical education on the campus of the **University of Idaho** in Moscow, study medicine on the campus of UWSOM in Seattle during their second year, and complete their third and fourth year clinical training at **regional medical sites in Boise, across Idaho**, or throughout the **WWAMI** (Washington, Wyoming, Alaska, Montana, Idaho) region. The University of Washington School of Medicine is currently engaged in a major review and **revision of the medical school curriculum** which will impact delivery of education and training in the WWAMI programs in Idaho. Beginning **Fall 2015** students will be on the University of Idaho campus for **three terms instead of two**.

As the **medical education contract program for the State of Idaho** with the University of Washington, the **UI-WWAMI Medical Program** supports the Strategic Action Plan of its host university, the University of Idaho, while recognizing its obligation to the mission, goals, and objectives of its nationally accredited partner program, the UWSOM.

UWSOM and its partners in the WWAMI region are dedicated to improving the general health and wellbeing of the public. In pursuit of our goals, we are committed to **excellence in biomedical education, research, and health care**. The UWSOM and WWAMI are also dedicated to ethical conduct in all of our activities. As the **pre-eminent academic medical center in our region** and as a national leader in biomedical research, UWSOM places special emphasis on educating and training physicians, scientists, and allied health professionals **dedicated to two distinct missions**:

- **Meeting the health care and workforce needs of our region**, especially by recognizing the importance of **primary care** and providing service to **underserved populations**;

- **Advancing knowledge** and assuming leadership in the **biomedical sciences and in academic medicine.**

We acknowledge a **special responsibility to the people** in the states of Washington, Wyoming, Alaska, Montana, and **Idaho**, who have joined in a unique regional partnership. UWSOM and WWAMI are **committed to building and sustaining a diverse academic community** of faculty, staff, fellows, residents, and students and **to assuring that access to education and training** is open to learners from all segments of society, acknowledging a **particular responsibility to the diverse populations within our region.**

### **Vision for Medical Student Education**

Our students will be highly competent, knowledgeable, caring, culturally sensitive, ethical, dedicated to service, and engaged in lifelong learning.

### **UWSOM – Idaho WWAMI Medical Student Education Mission Statement**

Our mission is to improve the health and wellbeing of people and communities throughout the WWAMI region, the nation, and the world through educating, training, and mentoring our students to be excellent physicians.

### **Goals for Medical Student Education**

In support of our mission to educate physicians, our goals for medical student training are to:

1. Challenge students and faculty to achieve excellence;
2. Maintain a learner-centered curriculum that focuses on patient-centered care and that is innovative and responsive to changes in medical practice and healthcare needs;
3. Provide students with a strong foundation in science and medicine that prepares them for diverse roles and careers;
4. Advance patient care and improve health through discovery and application of new knowledge;
5. Teach, model, and promote:

- a. the highest standards of professionalism, honor, integrity, empathy, compassion, and respect;
  - b. a team approach to the practice of medicine, including individual responsibility and accountability, with respect for the contributions of all health professions and medical specialties;
  - c. the skills necessary to provide quality care in a culturally sensitive and linguistically appropriate manner;
6. Encourage students to maintain and model a balanced and healthy lifestyle;
  7. Foster dedication to service, including caring for the underserved;
  8. Engage students in healthcare delivery, public health, and research to strengthen their understanding of healthcare disparities and regional and global health issues; and
  9. Provide leadership in medical education, research, and health policy for the benefit of those we serve regionally, nationally, and globally.

**Alignment with the Idaho State Board of Education's Strategic Plan**

**2016-2020**

**Goal I: A WELL EDUCATED CITIZENRY** –Continuously improve access to medical education for individuals of all backgrounds, ages, abilities, and economic means.

**Objective A: Access** - Provide outreach activities that help recruit a strong medical student applicant pool for Idaho WWAMI.

- **Performance measure:** the number of Idaho WWAMI medical school applicants per year and the ratio of Idaho applicants per funded medical student seat.
- **Benchmark:** National ratio of state applicants to medical school per state-supported seats.

**Objective B: Transition to Workforce** - Maintain a high rate of return for Idaho WWAMI graduate physicians who choose to practice medicine in Idaho, equal to or better than the national state return rate.

- **Performance measure:** Cumulative Idaho WWAMI return rate for graduates who practice medicine in Idaho.
- **Benchmark:** target rate – national average or better.

**GOAL 2: CRITICAL THINKING AND INNOVATION** - WWAMI will provide an environment for the development of new ideas, and practical and theoretical knowledge to foster the development of biomedical researchers, medical students, and future physicians who contribute to the health and wellbeing of Idaho's people and communities.

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

- **Performance Measure:** WWAMI faculty funding from competitive federally funded grants.
- **Benchmark:** \$3M annually, through FY15.

**Objective B: Innovation and Creativity** – Educate medical students who will contribute creative and innovative ideas to enhance health and society.

- **Performance Measures:** Percentage of Idaho WWAMI medical students participating in medical research (laboratory and/or community health)
- **Benchmark:** 100%

**Objective C: Quality Instruction** – Provide excellent medical education in biomedical sciences and clinical skills.

- **Performance measure:** pass rate on the U.S. Medical Licensing Examination (USMLE), Steps 1 & 2, taken during medical training.
- **Benchmark:** U.S. medical student pass rates, Steps 1 & 2.

**GOAL 3: Effective and Efficient Delivery Systems** – Deliver medical education, training, research, and service in a manner which makes efficient use of resources and contributes to the successful completion of our medical education program goals for Idaho.

**Objective A:** Increase medical student early interest in rural and primary care practice in Idaho.

- **Performance measure:** the number of WWAMI rural summer training placements in Idaho each year.
- **Benchmark:** 20 rural training placements following first year of medical education.

**Objective B:** Increase medical student participation in Idaho clinical rotations (clerkships) as a part of their medical education.



- **Performance measure:** the number of WWAMI medical students completing clerkships in Idaho each year.
- **Benchmark:** 20 clerkship students each year.

**Objective C:** Support and maintain interest in primary care and identified physician workforce specialty needs for medical career choices among Idaho WWAMI students.

- **Performance measure:** Percent of Idaho WWAMI graduates choosing primary care, psychiatry, general surgery, and OB/GYN specialties for residency training each year.
- **Benchmark:** 50% of Idaho WWAMI graduating class choosing needed work force specialties for residency training each year.

**Objective D:** Maintain a high level Return on Investment (ROI) for all WWAMI graduates who return to practice medicine in Idaho.

- **Performance measure:** Ratio of all WWAMI graduates who return to practice medicine in Idaho, regardless of WWAMI origin, divided by the total number of Idaho medical student graduates funded by the State.
- **Benchmark:** target ratio – 60%

**Objective E:** Efficiently deliver medical education under the WWAMI contract, making use of Idaho academic and training resources.

- **Performance measure:** Percent of Idaho WWAMI medical education contract dollars spent in Idaho each year.
- **Benchmark:** 50%

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**Key External Factors** (beyond the control of the Idaho WWAMI Medical Program):

**Funding:** the number of state-supported Idaho medical student seats each year is tied to State legislative appropriations. Availability of revenues and competing funding priorities may vary each year.

**Medical Education Partnerships:** as a distributed medical education model, the University of Idaho and the UWSOM WWAMI Medical Program rely on medical education partnership with local and regional physicians, clinics, hospitals, and other educational institutions in the delivery of medical training in Idaho. The availability of these groups to participate in a distributed model of medical education varies according to their own budget resources and competing demands on their time and staff each year.

**Population Changes in Idaho:** with a growing population and an aging physician workforce, the need for doctors and medical education for Idaho's students only

increases. Changes in population statistics in Idaho may affect applicant numbers to medical school, clinical care demands in local communities and hospitals, and availability of training physicians from year to year.

**Planned Changes to Medical Curriculum in 2015:** the University of Washington School of Medicine is currently engaged in a major review and revision of the medical school curriculum which will impact delivery of education and training in the WWAMI programs in Idaho. Given that students will be on the University of Idaho campus for three terms instead of two, adjustments must be made to accommodate the increased number of medical students on campus. Expanded facilities, enhanced technology, additional faculty and support staff are necessary for the additional students and delivering this new state of the art curriculum. The University of Idaho is already anticipating these needs and working toward expanding facilities to accommodate the increased number of students. Tuition funds from third term medical students will help support the program's needs. The University of Idaho is in the process of identifying and hiring necessary faculty to support programmatic changes to be implemented Fall 2015. This curriculum renewal offers Idaho the opportunity to keep Idaho students in-state for the majority of their medical education, which is a significant advantage in retaining students as they transition to clinical practice.

### **Supplement: Performance Measures**

Goal 1 / Objective A. The benchmark is the national ratio of state applicants to medical school to the number of state supported seats. The ratio of applicants in Idaho to the number of available seats was 8.6:1; the national ratio of in-state applicants to available seats is 2.2:1.

Goal 1 / Objective B. The benchmark is 41%, the national average of students that return to their native state to practice medicine. In Idaho, the return rate was 51% (286/561).

Goal 2 / Objective A. The benchmark for this objective is \$1.4M annually, through 2015. In FY14, UI WWAMI faculty earned \$3M in new funding from federal grants.

Goal 2 / Objective B. The benchmark is 100% of Idaho WWAMI students participating in medical research. All students at the UWSOM must participate in a research activity.

Goal 2 / Objective C. The benchmark for the U.S. Medical Licensing Examination (USMLE), Steps 1 & 2, is the U. S. medical student pass rates.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
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Goal 3 / Objective A. The benchmark is 20 rural training placements following the first year of medical education. During the past summer, twenty-six students completed a R/UOP experience in Idaho.

Goal 3 / Objective B. The benchmark is 20 clerkship students per year in Idaho. The Idaho Track is a voluntary program of the University of Washington School of Medicine in which students complete the majority of required clinical clerkships within Idaho. Third-year Idaho Track medical students complete five of six required clerkships in Idaho, and fourth-year Idaho Track medical students complete three of four required clerkships in Idaho. Fourteen third-year students and thirteen fourth-year students participated in the Idaho Track during the 2013-2014 academic year. In addition to Idaho Track students, other UWSOM students rotated among the various clinical clerkships in Idaho. During academic year 2013-14, a total of 89 UWSOM students completed one or more clinical rotations in Idaho.

Goal 3 / Objective C. The benchmark is 50% of the Idaho WWAMI graduating class choosing a specialty for residency training that is needed in the state (primary care, psychiatry, general surgery, and OB/GYN specialties). The specialties of the 2014 graduating class are as follows:

- Emergency medicine (3)
- Family Medicine (9)
- Internal Medicine (1)
- Obstetrics – Gynecology (1)
- Ophthalmology (1)
- Orthopedic surgery (1)
- Pediatrics (3)
- Radiation – Diagnostic (1)
- Urology (1)

Goal 3 / Objective D. The benchmark for the Return on Investment (ROI) for all WWAMI graduates who return to practice medicine in Idaho is 60%. The current ROI is 75% (424/561).

Goal 3 / Objective E. The benchmark for this objective is 50%, the percentage of Idaho WWAMI medical education dollars spent in Idaho each year. In FY14, 67% of the State appropriations were spent in Idaho.

**ISU Department of Family Medicine  
Strategic Plan  
FY2016-2020**

***Vision:***

The Idaho State University Family Medicine Residency (ISU FMR) envisions a clinically rich residency program; graduating courteous, competent, rural physicians.

***Mission:***

ISU FMR is committed to interdisciplinary, evidence-based care and service to our patients and community; university-based education of residents and students; and recruitment of physicians for the State of Idaho.

***Values:***

**PROFESSIONALISM** – We adhere to the highest level of professionalism in our relationships with our patients, staff and colleagues

**COMMUNICATION** – We aspire to clear, open communications with each other and our patients; and to precise, well-formatted presentation of medical information to other physicians

**QUALITY** – We continually seek ways to analyze and improve the quality of care provided to our patients, and to fulfill the published criteria of excellence in residency education.

**COLLEGIALITY** – As medical educators and learners we coordinate education and care with colleagues from a wide range specialties and health professions.

**INNOVATION** – We espouse current innovations in primary health care including electronic record keeping and communication, and the Patient Centered Medical Home Model.

**ACCOUNTABILITY** – We are accountable to ourselves and to our sponsors for the financial viability of the residency and the efficiency of the department.

**RESPONSIBILITY** – We take responsibility for our actions and work to improve patient care through excellence in medical education.

**RESPECT** – We demonstrate respect for each other and those with whom we interact. We remain courteous in our interactions and in respecting diversity. Even if we disagree, we do so with both civility and a desire to reach mutually beneficial solutions.

**JUSTICE** – We believe all patients have a fundamental right of access to appropriate health care. We advocate for our patients and assist them in navigating through the health care system.

**BENEFICENCE** – Primum non nocere. Patients will not be harmed by our care. Resident education will not be abusive or excessive in work hours or disrespectful of personal needs.

**AUTONOMY** – We respect a patient's right to decide their health care, and to information to assist in the decision making process.

**GOAL 1: Access – Recruitment of physicians for Idaho**

Objectives for access:

- a. Work with Portneuf Medical Center to establish collaborative hospitalist program
  - *Performance measure:*
    - *Integration of hospitalist and residency services*
  - *Benchmark:*
    - Complete shared attending supervision: 24 weeks / 28 weeks.  
Uniform standards of care including core measures.
- b. Start the new rural training track (RTT) in Rexburg
  - *Performance measure:*
    - Interview and enter match for the RTT
  - *Benchmark:*
    - Match RRT residents
- c. Expand first-year class to 7 residents and total residency size to 21 to fill Rural Training Track
  - *Performance measure:*
    - Number of residents
  - *Benchmark:*
    - Overall number of residents will increase
- d. Structure the program so that 50% of graduates open their practices in Idaho
  - *Performance Measure*
    - Number of graduates practicing in Idaho
  - *Benchmark:*
    - 50% of graduates practicing in Idaho

**GOAL 2: Quality – Sustain and continuously improve medical care for Idaho citizens through education, quality improvement, and clinical research**

Objectives for quality:

- a. Develop additional pediatric training opportunities with FMRI in Boise at St. Lukes.
  - *Performance measure:*
    - Number of pediatric rotations

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- *Benchmark:*
  - Number of pediatric rotations in Boise in third residency year will increase
  
- b. Improve Quality of Care criteria of a Patient Centered Medical Home
  - *Performance measure:*
    - Meet the national criteria of PCMH
  - *Benchmark:*
    - 2013: 75% of criteria met. 2014: 90% of criteria met.
  
- c. Maintain and expand clinical research program by identifying new project opportunities
  - *Performance measure:*
    - Number of new clinical research projects
  - *Benchmark:*
    - Number of new research projects will increase

**GOAL 3: Efficiency – improve long-term financial viability of the department/residency program**

Objectives for efficiency:

- a. Identify the best operational and financial structure to maximize funding streams and clinical revenues
  - *Performance measure:*
    - Identify residency structural change for the clinic to become a New Access Point for Health West.
  - *Benchmark:*
    - Integration of Health West and Pocatello Family Medicine
  
- b. Transition residency program through change in ownership and administration of Portneuf Medical Center (PMC)
  - *Performance measure:*
    - Level of support from PMC for ISU Family Medicine
  - *Benchmark:*
    - No reduction in financial and programmatic support
  
- c. Increase GME reimbursement
  - *Performance measure:*
    - GME dollars reimbursed through cost report
  - *Benchmark:*
    - Number of resident FTEs reimbursed

**External Factors (beyond control of the ISU Department of Family Medicine)**

- 1. Access – Recruitment of physicians for Idaho.**

- a. Hospitalist program is dependent on financial support from PMC. The integration of the hospitalists and residency services is dependent on PMC/ISU affiliation.
  - b. For the rural training track RTT to move forward, Madison Memorial Hospital must have adequate financial resources. As of January 2010, Madison has postponed its financial commitment to the RTT. As of March 2013, Madison Memorial has a new CEO and is able to contemplate the local financial support. A new site director is being appointed and maintenance of accreditation being pursued to allow late implementation.
  - c. Applicant interest in the ISU FMR Rural Training Track.
- 2. Quality – Sustain and continuously improve medical care for Idaho citizens through education, quality improvement, and clinical research.**
- a. Availability of pediatric training in Boise
  - b. National criteria of a Patient Centered Medical Home.
  - c. External research funding opportunities.
- 3. Efficiency- Improve the Long-term financial viability of the department/residency program.**
- a. New Access Point funding
  - b. Medicaid interim rate
  - c. The policies of Legacy are critical to the long term viability of the residency programs that are housed in PMC.

**Strategic Planning – Mid-term (3-5 years)**

The ISU Department of Family Medicine has defined mid-term (3-5 years) and long-term (6-10 years) strategic planning components some of which are outlined below.

**GOAL 1: Access – Recruitment of physicians for Idaho**

Objectives for access

1. Expand core residency program to 8-7-7 with two residents in RTT
  - o *Performance measure:*
    - Number of residents
  - o *Benchmark:*
    - Increased number of residents
2. Start a rural & international academic fellowship program
  - o *Performance measure:*
    - Number of fellows
  - o *Benchmark:*
    - Increased fellows

**GOAL 2: Efficiency – Improve long-term financial viability of the department/residency program**

Objectives for access

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1. Develop collaborative and supportive affiliation with Health West.
  - *Performance measure:*
    - Completion of joint budgeting process
  - *Benchmark:*
    - Meeting joint budgetary goal
2. Develop collaborative and supportive affiliation with PMC.
  - *Performance measure:*
    - Completion of affiliation agreement with agreed ongoing support.
  - *Benchmark:*
    - Dollar amount of financial support





## Strategic Plan FY2016-2020

### Background:

The Idaho Small Business Development Center (Idaho SBDC) was established in 1986 as part of a nationwide network created to improve for the success of small businesses. The U. S. Small Business Administration, the State of Idaho, the hosting institutes of higher education, and private donations fund the organization.

The Idaho SBDC network includes business consultants, trainers, support staff and volunteers that operate from the state's colleges and universities. Boise State University's College of Business and Economics serves as the main host with administrative responsibility for directing the type and quality of services across the state. Six Regional offices are funded under sub-contracts with their host institutions. The locations result in 90% of Idaho's businesses being within a 1 hour drive:

- ① North Idaho College - Coeur d'Alene
- ② Lewis-Clark State College - Lewiston
- ② Boise State University – Boise and Nampa
- ④ College of Southern Idaho - Twin Falls
- ⑤ Idaho State University - Pocatello
- ⑥ Idaho State University - Idaho Falls



Services include confidential one-on-one consulting and focused training. Staff members are very involved in the business and economic development efforts in their areas and; therefore, are positioned to respond rapidly to the changing business environment.

### Mission:

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

### Vision:

Idaho SBDC clients are recognized as consistently outperforming their peers.

### Tag Line:

directions. solutions. impact.

### Operating Principles:

Service is the primary product of the Idaho SBDC. Creating and maintaining a high standard of service requires a commitment to four principles:

1. Focus on the Client: The very future of the Idaho SBDC program depends on creating satisfied clients. To this end, each client contact must be considered an opportunity to focus on client needs and desires. Responding quickly with individual attention to specific and carefully identified client needs, then seeking critical evaluation of performance are standard processes followed with each client and training attendee.

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2. **Devotion to Quality:** Providing consulting and training through a quality process and constantly seeking ways to improve that process are necessary to providing exceptional service. Fostering teamwork, eliminating physical and organizational barriers that separate people, establishing long-term relationships with partners and encouraging all to participate in quality improvement are some of the actions that demonstrate devotion to quality.
3. **Concentration on Innovation:** To innovate is to improve through change. Staff members constantly seek ways to improve methods and processes and assume a leadership role in trying new approaches to serve clients. Regular performance reviews, participation in related organizations, and attending professional development workshops are some of the ways that innovation is supported.
4. **Commitment to Integrity:** The Center values integrity and will conduct all of our services in an ethical and consistent manner. We will do our best to provide honest advice to our clients with our primary motivation to be the success of the business. In return, we also expect our clients to be straight forward and share all information necessary to assist them in their business.

### **Priorities:**

The Idaho SBDC will focus on the following priorities:

1. **Maximum client impact** – While the SBDC provides services to all for-profit small businesses, it is clear that a small percentage of businesses will contribute the majority of the impact. Improving the ability to identify impact clients, develop services to assist them, and create long-term connections will increase the effectiveness of the Idaho SBDC.
2. **Strong brand recognition** – The Idaho SBDC remains unknown to a large number of businesses and entrepreneurs, as well as stakeholders. A consistent message and image to convey the SBDC value in conjunction with systematic marketing are necessary to raise the awareness of the SBDC value to both potential clients and stakeholders.
3. **Increased resources** – Federal funding remained level from 1998 until 2007 resulting in a very lean operating budget and loss of several positions. A slight increase was received for 2008 however; funding was again reduced from the state and host institutions during the recession. In addition, funding was cut in 2012 due to the recession. Additional resources – both cash and in-kind – are necessary to have an impact on a greater portion of small businesses and entrepreneurs.
4. **Organizational excellence** – The Idaho SBDC is in the top 10% of SBDCs on all impact measures, is consistently one of the top 5 states on the Chrisman impact survey, and received accreditation in 2009 with no conditions. The organization must continually improve to maintain this excellence.

### **Market Segments:**

The small business market served by the Idaho SBDC can be divided into four key segments. With limited resources and the knowledge that in-depth, on-going consulting gives greater returns, the focus is on Segment 3 – high impact clients. The Idaho SBDC Marketing Plan contains additional information on state demographics and how these segments fit into the overall plan.

#### **Segment 1:**

**Pre-venture** – These potential clients are not yet in business. They will be assessed for the level of effort already put into the venture. Entrepreneurs who have not moved beyond the idea stage will be directed to a variety of resources to help them evaluate the feasibility of their idea. They will need to take further steps before scheduling an appointment with a consultant. These pre-venture clients will be less than 40% of the total clients and will receive 25% or less of consulting services. A small segment of these clients will be designated as high impact potential clients (Segment 3) and/or export/tech clients (segment 4).

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## Segment 2:

Established businesses – This segment has already established a business. A consultant will meet with them to evaluate their needs and formulate a plan to work together. The majority of businesses in this category will have 20 employees or less. Over 60% of Idaho SBDC clients and over 75% of consulting time will be spend on clients in this category. This segment will also contain some businesses that will be designated as high impact potential (segment 3) and/or export/tech clients (segment 4).

## Segment 3:

Impact clients – This segment is composed of businesses with the potential to grow sales and jobs. It is further divided into those with expected short-term impact and those that are considered long-term growth clients. These businesses will receive focused long-term services and coaching and be tracked separately in the MIS system with a goal of spending at least 40% of time on these clients.

## Segment 4:

Export and Technology clients – Focus is on these segments because exporting brings wealth into the state and technology companies tend to create higher paying jobs. Cross network teams have been created to assist these clients. Export companies are typically existing businesses while tech companies can occur in either pre-venture or existing business segments.

## Segment 5:

Rural businesses – Ensuring that the Idaho SBDC serves all counties in Idaho is important for local and regional economies. In conjunction with local economic development initiatives, the Idaho SBDC provides consulting, coaching and training to help small businesses in rural areas operate efficiently and effectively in a changing economy.

## Success:

Success is defined as a client achieving the best possible outcome given their abilities and resources. Success does not necessarily mean that the business will start or that there will be increases in capital, sales, and jobs. For some clients, the best possible outcome is to decide not to open a business which has a high likelihood of failure. Preserving capital can be success in some situations. There may also be circumstances that cause a client to choose to limit the growth of their business. It is important to recognize the clients' goals, help them understand their potential, and then jointly identify success.

## Allocation of Resources:

The Idaho SBDC shifts resources as appropriate to achieve the goals of the Strategic Plan. Lean budgets have prompted shifting financial resources from operating to personnel to assure that Idaho small businesses receive the same level of service. Currently, the operating budget for the Idaho SBDC is at what is considered a floor for supporting existing personnel and offices. The annual budget for the Idaho SBDC is distributed as follows:

- ♦ Personnel = 71% of total budget, 90% excluding indirect costs
- ♦ Operating (travel, supplies, etc.) = 8% of total budget, 10% excluding indirect costs
- ♦ Indirect costs = 21%

Increases in funding will be directed toward client assistance. Reduction in funding will favor minor reductions in employee hours versus eliminating positions.

In addition to financial constraints, the *Operations Manual* sets a policy for allocation of time as 60% consulting, 20% training, and 20% administrative. Milestones for each center and minimum hours for consultants and regional directors are based on the time allocation. To maintain service at the existing level, operate within the financial constraints, and meet the time allocation policy, the Idaho SBDC focuses on shifting personnel resources to achieve strategic plan goals. For example, to shift the focus to high impact clients, requests for assistance from pre-venture businesses are shifted to training and web resources to free up consulting time. The SBDC will continue to use this model for distribution of resources to achieve the strategic plan goals as long as a constraint remains on operating resources.

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**Needs:**

In the statewide needs assessment process – the areas were identified as top client needs and will be incorporated into trainings and professional development.

- Access to capital
- Marketing
- Health care insurance
- Business model
- Mobile apps and tools

**SWOT**

INTERNAL	EXTERNAL
Strengths	Opportunities
<ul style="list-style-type: none"> <li>• No-cost</li> <li>• Staff – expertise, passion, and professional development system</li> <li>• Public and private partnerships and networks</li> <li>• Systems for high performance</li> <li>• Leadership at all levels</li> </ul>	<ul style="list-style-type: none"> <li>• Changes in the economy</li> <li>• Strategic partners – leveraging resources</li> <li>• Entrepreneurial culture</li> <li>• Increase in angel investors</li> <li>• New business trends</li> <li>• Baby boomers</li> </ul>
Weaknesses	Threats
<ul style="list-style-type: none"> <li>• Market position – penetration of established small business market, brand, awareness beyond startup assistance (attraction of high growth companies)</li> <li>• Sharing tools and resources at state and national levels</li> <li>• Large geographical area to cover</li> </ul>	<ul style="list-style-type: none"> <li>• Economy – especially in rural areas, hard for businesses to succeed and hard for businesses in all area to find funding</li> <li>• Past funding reductions at state and federal level</li> <li>• Competitors</li> </ul>

**Goals and Objectives:**

**Maximum Client Impact**

**Goal 1: Maintain Idaho SBDC client sales and employment growth at 8 times the growth of the average Idaho small business.**

**Objective 1.1:** Integrate the Business Model Canvas approach into the network.

**Performance Measure:** Incorporate into professional development conference and present at national association meeting.

**Benchmark:** All staff are proficient in using the approach by 2019.

**Objective 1.2:** Develop long-term relationships with growth and impact clients.

**Performance Measure:** Percent of impact clients

**Benchmark:** 50% impact clients by 2019.

**Objective 1.3:** Expand expertise available to clients through cross-network consulting, adding programs, using tools, and increasing partnerships.

**Performance Measure:** Integrate the PTAC program, increase cross-network consulting and identify new tools.

**Benchmark:** Accepted PTAC proposal, 10% hours of cross-network consulting/region, # of tools used, # new partnerships created.

**Strong Brand Recognition**

**Goal 2: Increase brand awareness with stakeholders and the target market.**

**Objective 2.1:** Increase website usage by 20% by 2014 including search engine optimization.

**Performance Measure:** Continually refresh website.

**Benchmark:** Increase website usage by 20% by December 2016.

**Objective 2.2:** Maintain strong community engagement through presentations, newsletters, articles, press releases, Chambers, etc.

**Performance Measure:** client referrals

**Benchmark:** Increase referrals from community partners.

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**Objective 2.3:** Create a marketing plan.

**Performance Measure:** Marketing Plan

**Benchmark:** Complete Marketing Plan by Dec. 2015

### **Increase Resources**

#### **Goal 3: Increase funding to the Idaho SBDC by \$300,000 and student/volunteer resources to 6,000 hours.**

**Objective 3.1:** Bring additional resources to clients through partnerships, students, and volunteers.

**Performance Measure:** hours of consulting from non-SBDC staff

**Benchmark:** 20% of hours

**Objective 3.2:** Develop specialized training such as around the Business Model Canvas approach.

**Performance Measure:** new workshops generating additional revenue

**Benchmark:** a new workshop/year to 2019

**Objective 3.3:** Seek additional state funding increase for FY16.

**Performance Measure:** Line item request

**Benchmark:** \$300,000 funding for 100 jobs, \$2,000,000 in client capital

**Objective 3.4:** Seek additional grants (FAST, ITD, etc.), sponsorships, etc. for increased funding in focused areas.

**Performance Measure:** funds received

**Benchmark:** \$200,000 in funds each year

### **Organizational Excellence**

#### **Goal 4: The percentage of Idaho SBDC clients' impact to the total national impact is greater than Idaho's percentage of SBA funding.**

**Objective 4.1:** Integrate the highest standards and systems into day-to-day operating practices to achieve excellence on all reviews and meet goals.

**Performance Measure:** Achieve highest rating and/or meet goals for SBA exam, program reviews, Accreditation, SBA goals, etc.

**Benchmark:** Highest rating

**Objective 4.2:** Update the Professional Development Certification process and institute online tracking.

**Performance Measure:** Completion of update

**Benchmark:** Online tracking system for professional development by June 2015

**Objective 4.3:** Update new employee orientation process.

**Performance Measure:** Completion of update

**Benchmark:** Completion by December 2015

**Objective 4.4:** Add an export certified consultant to the network.

**Performance Measure:** Completion of hire

**Benchmark:** total of 2 export certified consultants by Dec. 2019

### **External Factors**

The items below are external factors that significantly impact the Idaho SBDCs ability to provide our services and are outside of our control.

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1. **Economy.** The general state of the economy in Idaho and across the nation has a huge impact on the Idaho SBDC's ability to create impact through our assistance to entrepreneurs. The Idaho SBDC has observed that businesses that use our services do much better in poor economic times than the average business in Idaho. The recent economic downturn has highlighted how challenging it is to grow sales, increase jobs, raise capital, and start a new business.
  
2. **Funding.** Funding from federal, university and state sources directly impact the resources available to the Idaho SBDC. Without the financial resources available to hire and retain the right people and provide them with the tools they need (phone, computers, professional development, etc), it will be challenging to serve Idaho's entrepreneurs effectively.



**Idaho Small Business Development Center  
Program Performance Measures/Benchmarks**

**Supplemental to Strategic Plan 2014**

<b>Performance Measure</b>	<b>Description/Benchmark*</b>	<b>CY2014</b>
Consulting Hours	The total number of hours of consulting and preparation time; Goal is 16,000	22,042
Average Hours Per Client	Goal is 8.5	14
% hours for Impact Clients	Goal is 40%	48%
# of tech companies	Goal is 100	110
Student/volunteer hours	Goal is 6,000	10,731
Number of Client with 5 hours or more of contact and preparation time	Goal is 506	503
Business Starts	Goal is 72	96
Jobs Created	Goal is 500	717
Sales Growth	Growth in sales year to year. Goal is \$25,000,000	\$70,891,048
Capital Raised	Capital raised in the current year. Goal is \$25,000,000	\$32,301,697
ROI (Return on Investment)	The cost of the Idaho SBDC versus the increase in taxes collected due to business growth by SBDC clients. Goal is 3.0	4:1
Customer Satisfaction	Percentage of above average and excellent rating, Goal is 90%	99%

\*The benchmarks (goals) are developed with data from other SBDCs, the SBA, and from our accrediting organization.

# **Idaho Dental Education Program**

## **STRATEGIC PLAN**

**FY2016-2020**



## MISSION STATEMENT

*The Mission of the Idaho Dental Education Program is to provide Idaho residents with access to quality educational opportunities in the field of dentistry.*

The Idaho Dental Education Program is designed to provide Idaho with outstanding dental professionals through a combination of adequate access for residents and the high quality of education provided. The graduates of the Idaho Dental Education Program will possess the ability to practice today's dentistry. Furthermore, they will have the background to evaluate changes in future treatment methods as they relate to providing outstanding patient care.

The Idaho Dental Education Program is managed so that it fulfills its mission and vision in the most effective and efficient manner possible. This management style compliments the design of the program and provides the best value for the citizens of Idaho who fund the program.

## GOALS OF THE IDAHO DENTAL EDUCATION PROGRAM

The Idaho Dental Education Program (IDEP) serves as the sole route of state supported dental education for residents of Idaho. The IDEP program has been consistent in adhering to the mission statement by fulfilling the following goals:

### **Goal 1: Provide access to a quality dental education for qualified Idaho residents.**

Objective:

Provide dental education opportunities for Idaho residents comparable to residents of other states.

- *Performance Measure:*
  - Contract for 4-year dental education for at least 8 Idaho residents.
- *Benchmark:*
  - Current contract in place with Creighton University School of Dentistry or another accredited dental school.
- *Performance Measure:*
  - Board examination scores on both Parts I and II of the Dental National Boards.
- *Benchmark:*
  - Pass rate will meet or exceed 90%.
- *Performance Measure:*
  - Percentage of first time pass rate on the Western Regional Board Examination or Central Regional Dental Testing Service.
- *Benchmark:*
  - Pass rate will meet or exceed 90%.

Objective:

Provide additional opportunities for Idaho residents to obtain a quality dental education.

- *Performance Measure:*
  - Number of students in the program.
- *Benchmark:*
  - Increase the number of students in the program from 8 to 10.

**Goal 2: Maintain some control over the rising costs of dental education.**

Objective:

Provide the State of Idaho with a competitive value in educating Idaho dentists.

- *Performance Measure:*
  - State cost per student.
- *Benchmark:*
  - Cost per student will be less than 50% of the national average state cost per DDSE (DDS Equivalent). The cost per DDSE is a commonly utilized measure to evaluate the relative cost of a dental education program.

**Goal 3: Serve as a mechanism for responding to the present and/or the anticipated distribution of dental personnel in Idaho.**

Objective:

Help meet the needs for dentists in all geographic regions of the state.

- *Performance Measure:*
  - Geographical acceptance of students into the IDEP program.
- *Benchmark:*
  - Students from each of the 4 regions of Idaho (North, Central, Southwest, and Southeast) granted acceptance each year.
- *Performance Measure:*
  - Return rates.
- *Benchmark:*
  - Maintain return rates of program graduates in private practice which average greater than 50%.

**Goal 4: Provide access for dental professionals to facilities, equipment, and resources to update and maintain professional skills.**

Objective:

Provide current resources to aid the residents of Idaho by maintaining/increasing the professional skills of Idaho Dentists.

- *Performance Measure:*
  - Continuing Dental Education (CDE).
- *Benchmark:*
  - Provide continuing dental education opportunities for regional dental professionals when the need arises.
  
- *Performance Measure:*
  - Remediation of Idaho dentists (if/when necessary).
- *Benchmark:*
  - Successfully aid in the remediation of any Idaho dentist, in cooperation with the State Board of Dentistry and the Idaho Advanced General Dentistry Program, such that the individual dentist may successfully return to practice.

**KEY EXTERNAL FACTORS:**

Funding:

Most Idaho Dental Education Program goals and objectives assume ongoing, and in some cases additional, levels of State legislative appropriations. Availability of these funds can be uncertain. Currently with State budget reductions that specifically impact our program, the goal to increase the number of available positions within the program from 8 to 10 is not feasible, but this will remain a long-term goal for the program.

Program Participant Choice:

Some IDEP goals are dependent upon choices made by individual students, such as choosing where to practice. Even though this is beyond our control, we have had an excellent track record of program graduates returning to Idaho to practice.

Idaho Dentist to Population Ratio

The more populated areas of Idaho are more saturated with dentists, making it difficult for new graduates to enter the workforce in these areas. With this in mind, we have still seen a good percentage of program graduates return to Idaho to practice.

Educational Debt of Graduates

The average educational debt of IDEP graduates continues to increase each year (for 2012 it was \$186,385). This amount of debt may limit graduates to more urban areas of practice initially.

Student Performance

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
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Some of the goals of the program are dependent upon pre-program students to excel in their preparation for the program. However, we have not encountered difficulty in finding highly qualified applicants from all areas of the State.

# Idaho Museum of Natural History Strategic Plan Revision FY2016-2020

Leif Tapanila, Acting Director  
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Pocatello, ID 83209  
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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
JUNE 18, 2015**

Dear Fellow Idahoan:

I present to you a five-year vision — a strategic plan — for the Idaho Museum of Natural History (IMNH). The plan outlines how we will build on the museum’s accomplishments in researching, preserving and sharing the story of Idaho’s natural and cultural history. It also takes us toward a new frontier: development of a “virtual” museum that uses the Internet to mitigate the challenges of Idaho’s geography and extend the benefits of the museum to all.

The plan puts substantial focus on important issues that impede our ability to fulfill the museum’s legislated mandate. Among those issues are funding, and the inadequacy of our current building. The overriding goal for the next five years, however, is increasing access to the research and educational benefits we offer not only to the people of Idaho, but to people around the world.

Various Internet-driven technologies make it possible now to deliver IMNH research and educational programs to students, educators, families, scientists and others wherever they live, learn and work. A “virtual visit” is no substitute for a personal visit to our exhibitions and collections. Yet we are acutely aware that personal visits to our facilities in Pocatello aren’t possible for many of the people we are obligated to serve. The Internet empowers us to bring the museum to them.

This is an ambitious plan, and the challenges we face in achieving its goals are formidable. Yet we are inspired by the determination of a few professors and community leaders to establish this museum during the depths of the Great Depression. They looked beyond the difficulties of their time, and saw what a museum could do for the generations to come. They saw opportunities when it was reasonable to see only obstacles. We are committed to doing no less.

The Idaho Museum of Natural History has been at the forefront of science education in Idaho for more than 75 years. This strategic plan reflects opportunities to build on that legacy. It is a pathway with obstacles to overcome, but the destination is worthy. Please join me on the journey ahead.

Sincerely,

Leif Tapanila, Ph.D.  
Acting Director, Idaho Museum of Natural History

Idaho Museum of Natural History  
Draft Strategic Plan Revision  
2016-2020

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## Idaho Museum of Natural History

### Introduction

The Idaho Museum of Natural History (IMNH) is the state's premier institution of its kind for discovering, interpreting, preserving and disseminating knowledge in the core disciplines of Natural History. These include:

#### **Earth Sciences and Ancient Environments**

- paleontology
- rocks and minerals
- earth history

#### **Life Sciences and Ecosystems**

- botany
- mammals, birds, fish and reptiles
- ecosystems and adaptations

#### **Peoples, Cultures, and Ancient Lifeways**

- anthropology
- archaeology
- human ecology

Accredited by the American Association of Museums, IMNH operates under the auspices of the State Board of Education from the campus of Idaho State University, a doctoral-level and Carnegie-designated "research high" university in Pocatello. The university provides substantial support, advocacy and supervision. This is a mutually beneficial and supportive relationship that facilitates museum engagement with students, faculty, K-12 educators and other important constituents locally, statewide and around the world.

Our four divisions -- anthropology, earth sciences, life sciences and education -- operate in facilities that include classrooms, research laboratories, artifact and fossil preparation laboratories, storage for permanent collections, and an exhibition fabrication shop. The museum houses an exhibition gallery, the Idaho Virtualization Laboratory, curator offices, and research areas for students and visiting scientists. There also are administrative offices, the Education Resource Center, Children's Discovery Room and the Museum Store.

Through a range of opportunities for learning and enrichment, we reach out continually to diverse constituencies, from K-12 and graduate students to higher-education faculties and field researchers.



### **Our roots**

The museum is rooted in Idaho's higher-education system. A group of forward-looking professors and community leaders founded it in 1934 as the Historical Museum at the Southern Branch of the University of Idaho — today's Idaho State University. In 1977, Gov. John Evans signed a proclamation designating IMNH as Idaho's museum of natural history; in 1986 the Legislature made the proclamation law.

### **Our mission**

We are caretakers of Idaho's natural and cultural history. Our legislative mandate is the collection, interpretation and exhibition of artifacts, fossils, plants and animals in educational ways. Our goal each day is to enrich the lives of the people of Idaho through understanding of our natural heritage.

We use science to tell the story of Idaho. Through scholarship, stewardship and outreach, we add new knowledge to past discoveries and make what we learn accessible to all for benefits we may not foresee. We answer questions about our world and raise new ones, always nurturing humankind's yearning to know more.

### **Our vision**

The Idaho Museum of Natural History strives to make science and cultural history accessible, relevant and meaningful. We aspire to democratize science, that is, to make our research and knowledge portfolios more broadly accessible through measures that will mitigate the limitations of brick-and-mortar facilities.

We see existing and emerging information technologies as tools that will enable us to overcome logistical, geographic and financial barriers to learning. There is no substitute for a leisurely afternoon spent among our exhibits. Yet there is a new frontier: bringing Idaho's museum to the people wherever they live, work and learn.

In this spirit, our staff is eager to augment our physical facilities in Pocatello with Internet-driven tools that will help us deliver the scientific, educational, cultural and economic benefits of this institution to its stakeholders wherever they are.

We work each day at IMNH to expand our contribution to Idaho as a productive research and education resource for the State and region. We are committed to being efficient and innovative in work that fulfills our mandate. So over the next five years IMNH will focus on making the benefits of our work known and available to all.

We will accomplish this through the following means:

- scholarship, exhibitions and educational programs

- partnerships and fundraising
- outreach, lectures and symposiums
- information technologies

### **IMNH today**

The Idaho Museum of Natural History has never been just a storehouse of artifacts and exhibits. While it is indeed a steward of important artifact collections, it also is a research and education institution.

For the first time since the early 1990s, the museum is led by a permanent director who is a scientist with a history of success not only in research and teaching, but also in obtaining funding. Appointed in March 2011, Herbert Maschner, Ph.D., is a tenured professor of anthropology who has done pioneering work among Native Alaskans and in arctic archaeology. He was named Idaho State University Distinguished Researcher in 2006, and Idaho Academy of Sciences Distinguished Scientist in 2011. Yet the high caliber of the staff goes deeper.

IMNH educational resources coordinator Rebecca A. Thorne-Ferrel, Ed.D., who plays a key role in reaching out to our publics, is a recipient of the Idaho Academy of Sciences Distinguished Science Communicator award.

Education Coordinator Rebecca Thorne-Ferrel, D.Ed., is in the final year of implementing a three-year (2009-2011) \$143,000 grant from the Institute of Museum and Library Services. The funds support the Idaho Geology Outreach Project, which provides resources to teachers in rural school districts for geology and science education, and teacher workshops.

Curator Rick Williams, Ph.D., is one of the leaders in the development of The Consortium of Intermountain Region Herbaria (CIRH), which is seeking to “virtualize” herberia of the Intermountain West by putting 3 million plant specimens online. That will provide access to researchers globally.

Curator Leif Tapanila, Ph.D., recently received more than \$200,000 from the National Science Foundation for the Alamo Impact Project, a study of a Devonian Period meteor impact event in southern Nevada. This project will study the effects of that event on geology and on invertebrate life. The IMNH will work on developing and designing the website for the project, and will do public outreach through teacher workshops and other activities.

The following are further examples of research projects in which IMNH is involved:

- New discoveries of ice-age fossil tracks and trackways at American Falls Reservoir will provide critical details about life on the Snake River Plain more than 20,000 years ago.

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- A study of stable isotopes of small mammals as indicators of climate change on the Snake River Plain is using new technologies to analyze bones from archaeological sites as a measure of environmental changes so that we might better understand the global changes occurring today.
- Ecological and genetic studies of Rocky Mountain plant reproduction and ongoing additions of plant specimens from throughout the Rocky Mountain West to track plant biodiversity in the region.
- We are using archaeometric techniques to identify the sources of obsidian artifacts from southeastern Idaho's Wasden Site, and other sites across the region. Elemental composition of obsidian artifacts and the source flows from where the raw obsidian was collected, are helping us learn about Native American trade, migration and land use.
- Further investigation of Helicoprion sharks, found in the fossil beds of the modern mines in southern Idaho, is transforming understanding of the evolution of sharks. This rare species of shark is completely unknown in the modern oceans and is critical to our understanding of life in the Permian Period.
- Digitization of the Life Sciences Project, which is creating a new database structure; development of a digital-image library; and development of online visual keys to plants of the region. This will include online specimen records and images with capabilities to map distributions, produce dynamic species lists, and multi-entry keys to plants of the Intermountain West -- critical to all studies of landscape change and the effects of both people and climate on ecosystems.
- Equine Navicular Syndrome, an incurable lameness in modern horses traditionally thought to be caused by humans, has now been found ago in the fossil horses of Idaho dating to over 3.5 million years ago. This discovery is changing our views of this pathology in modern horses.
- Studies of the ancient invertebrates of Grand Staircase-Escalante National Monument are leading to new interpretations of environmental changes through comparisons between ancient ecosystems and the modern world.

IMNH-related research and education projects are being conducted by educators and scientists from around the world. These projects range from the Idaho Master Naturalist Program and studies of ice-age mammals of North America, to research on the global extinction of dinosaurs.

This caliber of scientific work by IMNH scientists, and the professional credentials of IMNH staff, attract and nurture professional networks and knowledge. This helps open doors, raise funding and enhance the stature of Idaho State University and the museum. We are currently enhancing the museum's professional and scientific stature by expanding the museum's collections and research activity in three key areas:

The **John A. White Paleontological Repository** houses the largest paleontological collections in Idaho. We are expanding these collections through extensive field research, and using these collections to assist the State of Idaho in meeting new US Government regulations concerning the discovery of paleontological resources on State and Federal lands.

The **Swanson Archaeological Repository** at the IMNH currently houses and preserves archaeological collections from southern and eastern Idaho that belong to state and federal agencies. This includes hundreds of boxes containing over 300,000 archaeological specimens. These collections are growing through active field research and contractual arrangement with a number of agencies. We are further expanding the existing Swanson Archaeological Repository to store collections for federal and state agencies outside of Idaho as well.

The **Ray J. Davis Herbarium**, with a collection of nearly 80,000 plants, is expanding through a consortium of regional herbaria through grants and cooperative agreements. Students and staff are actively collecting and processing plant specimens expanding our holdings, and making possible new studies of biodiversity and range management.

Collection efforts are substantial in all other areas of the museum as well. Active expansion in ethnography, mammalogy, herpetology, and geology are making the museum a stronger research and education institution, and enhancing our National and International reputation.

### **Guiding IMNH's future**

Stakeholder groups will be central to our success over the next five years. The new **Executive Committee**, comprised of IMNH curators, is tasked with long-range planning, seeking consensus in key areas of management, and building a team approach to solving important management priorities, including budgets. **Friends of the Museum** is a community auxiliary to the museum with broad subscription membership from southern Idaho. The Friends will provide an organizing network, sponsor lectures, field trips and community events. The 16-member **Museum Advisory Committee** includes state legislators, bankers, philanthropists, mayors, and business and community leaders; it is our organizational and advisory leadership unit, providing opportunities to reach out across Idaho and the Nation.

## Goals and objectives FY 2016 - 2020

### Goal 1

#### A “virtual” museum

In this era of “virtual” participation in so many aspects of life, visiting a museum to benefit from its collections, exhibits and research no longer has to mean traveling to a brick-and-mortar facility many miles away. Today’s Web-based multi-media communication channels — interactive websites, Web cams, blogs, HD video, YouTube, Facebook and such — make it possible to take classes or view exhibitions, collections and artifacts “virtually” from any Internet-connected device in the world. We intend to be part of this revolution by developing a “virtual museum.”

Over the years, an amalgam of circumstances — museum closures due to renovations and remodeling, the challenge of preparing exhibitions that are relevant to K-12 curricula, strained school budgets, security concerns, testing mandated by federal “No Child Left Behind” legislation, the economy, rising fuel prices — has been chipping away at school districts’ ability to accommodate student visits to the museum. In addition, high gasoline prices and Idaho’s far-flung geography have impacted other IMNH constituents as well as students.

The virtual museum concept will help us mitigate these challenges. This strategy promises to make the benefits we offer more accessible than ever before.

A milestone in achieving this goal came in September 2010. The Idaho Museum of Natural History, Idaho State University Informatics Institute and the Canadian Museum of Civilization jointly received a \$1 million grant from the National Science Foundation. This grant will bolster efforts to further develop an online, interactive “virtual museum” of northern animal bones. The title of the grant is “Virtual Zooarchaeology of the Arctic Project (VZAP): Phase II.” Combined with an additional Technology Incentive Grant from the State Board of Education for \$135,000, the NSF award will enable us to develop a virtual Idaho natural-history program — the foundation in developing a plan to provide online access to all of our collections for all of our audiences.

**Objective: Design, deploy and manage a “Virtual Museum”**

We will accelerate development of a virtual museum that will use digital technology to make our collections, exhibitions and other resources available to learners, educators and researchers online and on demand.

Our virtual museum will be a key tool for overcoming the growing challenges involved in making physical visits to our gallery and activities. It will help spread awareness of and access to the benefits of our work, including research and educational programs.

We will strive to have the entire museum collection online and accessible from anywhere in the world, in the next five years. This will require considerable funding from outside resources. We will immediately begin writing grant proposals to U.S. government agencies and philanthropic foundations in order to begin implementation of the Virtual Museum.

## Goal 2

### Adequate staffing

The museum currently serves the entire State of Idaho — and to a degree the Intermountain West — with fewer than eight (8) full-time-equivalent (FTE) positions. We rely as well on five (5) part-time employees. In academic year 2010-2011, we had 19 student employees.

Until academic year 2008-2009, IMNH’s functions and outreach were limited by inadequate staffing across divisions and in central administration. Efficient reorganization has provided positions necessary for expanded research and collections oversight.

Additional staff is required, however, because the needs and expectations of our expanding constituent base are evolving and expanding just as state funding is declining.

**Objective: Additional museum professionals**

To perform our expanding professional functions effectively, we will seek funding for additional staff according to the following priorities:

1. **Development officer** to help secure major financial gifts. This is the key missing link in the advancement of the IMNH.
2. An **information-technology specialist** to manage and maintain a database for the virtual museum; and to establish and maintain an interactive, multimedia IMNH Web presence.

3. An **exhibit design technician** to support our public-outreach mission and assist in delivering high-quality educational programs and exhibitions that reflect current best practices.
4. A **professional conservator** to ensure adequate care of collections.
5. **Professors** to work as curators and division leaders in each of the four IMNH divisions. Especially a Curator of Anthropology.

To achieve our immediate goals, we will propose to the State of Idaho an IMNH funding increase to hire a development officer. But we also fully recognize that we cannot “hire” our way to fulfillment of the museum’s complete mission. So we will rely to a significant degree on an energized museum membership drive to gain access to essential human and financial resources. We also recognize that managing volunteer staff will require time and energy from full-time staff.

## **Goal 3**

### **Upgrade collections functions**

IMNH houses more than 500,000 natural and cultural objects. These irreplaceable items are central to our research, exhibitions and educational work. They must be properly prepared, inventoried, preserved and stored following current best practices.

As we become increasingly active in research, educational programs and exhibitions at locations beyond the museum building, we must deploy a secure internal system to track and manage our collections.

#### **Objectives:**

- We will purchase and deploy new storage systems that will help us make more efficient use of collections storage space. We will seek capital improvement funds to meet our storage and curation needs by implementing a \$500,000 campaign for storage systems.
- The museum will update collection-management policies and procedure manuals. To do so, we have begun the process of hiring a new museum Registrar, who will be an experienced leader in museum regulations and best practices.
- We will complete development of a digital collections database for each division. To accomplish this, collections managers have begun training initiatives, and have been creating new database systems to enhance management of their collections.

Implementation is in collaboration with the Informatics Research Institute at Idaho State University.

- We shall begin writing proposals to complete a conservation assessment of the museum, which will be done by a team of experts from other institutions. This will specifically define the conservation needs of our collections and make it possible to secure further grants to match those needs. Based on this assessment, we will create a conservation plan for each division.

## **Goal 4**

### **Increase funding**

Working through our regional Museum Advisory Committee, Friends of the Museum and other partners, we will be even more proactive in developing research grants, philanthropic and membership-based funding streams independent of State appropriations.

#### **Objective: An endowment**

Key to fulfilling and sustaining the museum's mission for the long term will be establishment of an endowment founded on one or more major philanthropic gifts. To accomplish this goal in an era of declining public funding for higher education will require the continuing services of a professional development officer.

We will employ a number of tactics: events, outreach, marketing and communication initiatives, and opportunities to name facilities after philanthropists who support our mission with major gifts.

#### **Objective: Research and stewardship grants**

Competitive research grants from entities such as the National Science Foundation are a major source of funding for every higher-education institution. Such funding helps fund not only scholarship, research and stewardship of collections, but it also helps fund staff positions, faculty, even equipment and operating costs. The Idaho Museum of Natural History must be competitive, energetic and entrepreneurial in identifying and pursuing appropriate opportunities. And we shall be.

#### **Objective: A gift-funded travel and research fund**

We will seek philanthropic support to establish and sustain a fund to support approved research projects that advance the museum's core functions.



## Goal 5

### Develop and support programs for K-12, higher-education and the general public

IMNH collections have been used for paleontological research leading to master's and doctoral degrees, and in scholarly research related to Doctor of Arts degrees.

Much of what we do, however, is for the benefit of K-12 education. Since 1990, more than 36,150 K-12 students have come through our doors. We also have long provided a number of popular, informal science-education programs that enrich learners of all ages and backgrounds — school and community groups, individuals and families alike — through direct experience with science.

Among these programs are:

**Pint-Sized Science Academy**, an early childhood science-learning opportunity

**Science Trek**, an overnight adventure at the museum for children in the third through fifth grades

**Forays into the Field**, a unique week-long science experience for young women in junior and senior high school; and

**Science Saturdays**, a special series of hands-on classes for elementary-age students.

We offer tools to educators through the Education Resources Center. We've also received significant extramural funding for innovative projects designed to get science resources to K-12 and university educators. Among these are online educational resources such as: "Digital Atlas," "Idaho Virtualization Lab," "Fossil Plot" and "Bridging the Natural Gap." The museum's local partnerships, as well as its associations with Idaho State University faculty and students, enable each group to be mutually supportive.

To sustain and build on these successes in a cost-effective manner, the museum must build infrastructure that enables planning for efficient and effective expansion of educational programs.

We hope that by more effectively aligning our exhibits and educational programs with Idaho's K-12 curriculum, we will improve the relevance of our work to the K-12 system. We see our "virtual museum" initiative doing a great deal to mitigate the access issues schools face today as well.

Personal visits will remain a cornerstone of the IMNH experience, so we are developing a long-term exhibit plan to ensure thematic continuity and regular rotations. An exhibition gallery that emphasizes research and education is a critical museum centerpiece.

Efforts are underway to bring parents and other adults back to the museum experience. An important obstacle to filling classes for adults is communicating the availability of adult classes for the public. Overcoming this will require a strong communications person and communications plan, based on efficient contemporary tactics and tools, to “get the word out.” Through granting and fund-raising we will work towards the following objectives.

**Objectives:**

- Maintain on-site visitation by students at an average of 8,000 per year by including exhibits that are relevant to K-12 curricula; providing appropriate outdoor accommodations for classes and families; making classrooms more accessible to adult learners; equipping classrooms with computers, Smartboards, digital projectors, DVD players, conferencing capabilities and other learning tools.
- Establish a Career Path Internship Program for 10 students each summer
- Create graduate-student assistantships to aid in program development and delivery.
- Build an interactive, multimedia website to connect self-learners with a rich array of science-education resources and experiences.
- Develop a Museum Store business plan to ensure success of store activities, including coordination of educational programming, a successful museum E-Store, and effective sales of IMNH and other relevant publications.

## **Goal 6**

### **Improve communications and marketing**

The Idaho Museum of Natural History is mandated to serve all of Idaho, yet for a variety of reasons it can seem most closely associated with only one of Idaho’s four-year higher education institutions — Idaho State University — and only one geographic region, southeastern Idaho. Geography explains much of that. Employing contemporary marketing and communications tools and tactics will help us strengthen our image and role as a statewide resource.

To raise the stature of our staff, our work and Idaho’s museum — which will strengthen our case for research funding and philanthropic support — we will tell our story more

effectively. That will require staff skilled in crafting and projecting communications that alert, inform and persuade targeted audiences. Key to meeting these objectives is the hiring of a development specialist; but in the meantime, we will begin many of these activities using a dedicated part-time staff of student employees.

**Objectives:**

- We will develop a media-relations strategy to generate positive publicity.
- The museum will improve two-way communications with K-12 educators to increase their awareness of the opportunities we offer, and our awareness of ways to make exhibitions and programs relevant to their needs.
- Implementation of a communications plan will be undertaken to raise general-public awareness of museum educational programs, leading to increased enrollment.
- We will offer online virtual tours of the museum and its exhibitions. Digital video technologies will be use to deliver lectures and workshops online.
- Partnerships will help us develop an interactive site where students can ask questions and receive authoritative answers.
- We will place IMNH news and feature stories on the IMNH website, in *ISU Magazine* and other channels, and we will publish a “viewbook” (print and digital) illustrating IMNH’s work.
- A redesign of the IMNH website will include interactive and multimedia communication tools.
- An active social-media presence will be established to engage targeted audiences. Included will be YouTube videos featuring IMNH subject-matter experts and exhibits.
- IMNH staff will place exhibits at University Place in Idaho Falls, the Capitol building in Boise and other high-profile venues to raise awareness of and interest in the museum.
- We will evaluate resuming the IMNH publication series (Tebiwā, Miscellaneous and Occasional Papers) in peer-reviewed online formats.

- Our outreach will spotlight IMNH research news using internal and external multimedia channels.
- We will strive to raise the public profile of our staff by encouraging them to serve as conference presenters, guest speakers and lecturers, editors of publications, and officers of relevant associations.

## **Goal 7**

### **A new museum building**

In December 2010, we proudly reopened our renovated and revitalized exhibit area. It features a more welcoming and comfortable foyer, new and familiar displays, easier-to-read interpretive panels, improved lighting and a more open look and feel. . We debuted many exhibits, including ice-age animal mounts and an exhibit on how climate change on the Snake River Plain has affected its plant and animal life. The event attracted 500 visitors; since then the museum has received thousands of visits from K-12 students and the public.

We have maximized what can be done with the former library building we occupy on the Idaho State University campus. We cannot grow and expand our services to Idaho for the long term and remain in our current building.

Our operations are confined to 35,786 square feet as follows:

**Basement:** 15,337 sq. ft.

**Main floor:** 15,693 sq. ft.

**Warehouse:** 3,606 sq. ft.

**Garden:** 1,150 sq. ft.

Participation in one of our most popular and effective programs for children, the Science Trek sleepover program, provides an example of the impact our building is having on service to our constituents. Necessary remodeling has imposed space limitations that, in turn, hold participation to 120 children. Science Trek previously accommodated up to 150 children.

Meeting spaces also have been reduced so that classroom and auditorium capacity no longer permits comfortable seating for lectures and programs with more than approximately 25 people.

We have been resourceful and adaptable in making the best of our building, yet it has never been adequate for the work of a research- and exhibit-oriented public museum that must meet the expectations of constituents and stakeholders in the 21st century.

Obstacles the current building presents include the following:

- little or no room for expansion
- overcrowded collections areas
- security, environmental, pest-management and parking issues posed by sharing facilities with other campus operations
- lack of adequate storage for exhibits and educational materials

If the museum is to maximize its benefits to Idaho and focus increasingly on well-funded research, education and public engagement, a new building — constructed specifically for museum uses — is a necessary investment.

**Objective: Plan a capital campaign for a new building**

In partnership with our advisory and stakeholder groups, we will plan the launch of a multi-year capital campaign. The campaign would raise major financial gifts for construction, maintenance and operation of a museum-centered U.S. Green Building Council LEED-certified building to be located on the ISU campus.

## **Benchmarks and Performance Measures**

In the following areas of museum operations, we shall target 10 percent increases per year in each year of this plan:

- philanthropic financial gifts
- research grants and other grants
- scientific publication
- public visitation
- enrollment in public programs

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Performance Measures and Benchmarks FY 2010-2011

Performance Measure	FY 2007	FY 2008	FY 2009	FY 2010	FY 2010 Benchmarks	FY 2011 Performance
Number of People Served by the General Public Museum Programs	9,064	11,022	11,054	8,937 Reduction because of gallery closure	Reopen the Gallery and return to 2009 levels *reduced as the gallery closed in Dec. 2009	Gallery re-opened Dec. 2010 1/11 to 5/11 attendance 7000+
Grant/Contract Revenue Received	\$181,150	\$14,823	\$10,098	\$208,736	Increase by 5%	Over \$1.1 million 500% increase
Number of Exhibitions Developed	Data not collected prior to 2008	1	5	0	Reopen the gallery and return to 2009 levels *All new exhibits currently being developed for Fall 2010	Gallery re-opened Dec. 2010 Over 25 new exhibits created
Museum Store Revenue Received	\$23,249	\$22,912	\$24,588	\$12,707 online sales only because of store closure	Reopen the Museum Store and return to 2009 levels *Museum Store closed Dec. 2010.	Store was re-opened on a small scale and a new fiscal plan initiated.
Number of Educational Programs	95	84	64	70	Expand when Museum Reopens and return to 2009 levels *Reduced because of temporary gallery closure	126 (5566 children as of May 19, 2011)



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Performance Measures FY 2012-2017 Based on New Goals

<b>Performance Measure</b>	<b>FY 2012-2017 Benchmarks</b>	<b>FY 2012-17 Performance</b>
Goal 1 A “virtual” museum	Active Solicitation of grants, foundation awards, and donations to create the Virtual Museum – approximately \$250,000 per year.	Success in the active solicitation of the funds and the implementation of the Virtual Museum concept. 2012: write proposals 2013: database construction 2014: beta implementation
Goal 2 Adequate staffing	Propose to State of Idaho the funding and creation of an Information Technology Specialist	Active discussion towards the resolution of all staffing needs in Goal 2.
Goal 3 Upgrade collections functions	Seek Capital investment in adequate curation facilities, and in the storage of collections. State of Idaho, grants, foundations.	2012: Write 3 grants. Identify 10 potential donors. 2013: Review success of grants and write additional proposals. Move to ask stage with donors.
Goal 4 Increase funding	Increasing Development activities in grants and donations.	At 10% per year.
Goal 5 Develop and support programs for K-12, higher-education and the general public	Increase outreach and increase educational opportunities through new and exciting programs	At 10% per year.
Goal 6 Improve communications and marketing	Create new exhibits in other areas of the State. Create newsletters and other public information.	Create exhibits in Idaho Falls and Boise. Increase public participation and visitation by 10% per year.
Goal 7 A new museum building	Form Capital committee for fund raising.	Create Capital Committee

### External Factors

All external factors are based in the success or failure of finding initiatives.

### Moving forward

New leadership. New tools. A new vision of how we can give the people of Idaho an even greater return on their investment in science (STEM) education. These are stepping stones in our pathway through the final quarter of the museum’s first century. The professors and community leaders who joined together during the Great Depression to establish this museum looked beyond the challenges of their day to the promise of tomorrow. Today, we commit to doing the same.



## TechHelp Strategic Plan FY2016 – 2020

### TechHelp Business Definition

TechHelp is Idaho's MEP center. Working in partnership with the state universities, we provide assistance to manufacturers, food and dairy processors, service industry and inventors to grow their revenues, to increase their productivity and performance, and to strengthen their global competitiveness.

"Our identity is shaped by our results."

### TechHelp Strategic Mission Statement

TechHelp will be a respected, customer-focused, industry recognized organization with strong employee loyalty, confidence of its business partners and with the resources and systems in place to achieve the following sustained annual results in 2019:

- 80 manufacturers reporting \$100,000,000 economic impact
- 170 jobs created
- > \$20,000 and < \$50,000 Net Income

### TechHelp Core Strategy

TechHelp will use a team-based network of experienced staff and proven partners from private industry, Idaho's Universities and the National MEP network to develop trusted and lasting relationships with Idaho companies and communities. TechHelp will have a reputation for developing, teaching and delivering innovative processes and services that enable Idaho's medium, small and rural companies to drive profitable growth through self-sustaining business practices.

**Goal I:** Impact on Manufacturing – Deliver a positive return on both private business investments and public investments in TechHelp by adding value to the customer and the community.

Objectives for Impact:

1. Offer products and workshops that meet Idaho manufacturers' product and process innovation needs.
  - a. *Performance Measure:*
    - i. Client economic impacts resulting from projects
  - b. *Benchmark:*
    - i. Reported cumulative impacts for sales, savings, investments and jobs each improve by five percent over the prior year
2. Exceed federal system goals for impacted Clients served per \$Million Federal.
  - a. *Performance Measure:*

- i. Score on federal sCOREcard
- b. *Benchmark:*
  - i. Number of clients served exceeds federal minimum with a goal of 80 clients reporting impact by 2017

**Goal II:** Operational Efficiency – Make efficient and effective use of TechHelp staff, systems and Advisory Board members.

Objectives for Efficiency:

- 1. Improve efficiency of client projects.
  - a. *Performance Measure:*
    - i. State dollars expended per project/event
  - b. *Benchmark:*
    - i. Dollars expended is less than prior year's total
- 2. Improve effectiveness of client projects.
  - a. *Performance Measure:*
    - i. Total economic impact reported by TechHelp clients
  - b. *Benchmark:*
    - i. Reported total impacts increase by 5% each year with the goal of \$100,000,000 in impacts by 2017.

**Goal III:** Financial Health – Increase the amount of program revenue and the level of external funding to assure the fiscal health of TechHelp.

Objectives for Financial Health:

- 1. Increase total client fees received for services.
  - a. *Performance Measure:*
    - i. Net revenue from client projects
  - b. *Benchmark:*
    - i. Annual net revenue exceeds the prior year by five percent
- 2. Increase external funding to support operations and client services.
  - a. *Performance Measure:*
    - i. Total dollars of non-client funding (e.g. grants) for operations and client services
  - b. *Benchmark:*

- i. Total dollars of non-client funding for operations and client services exceed the prior year's total

## **Key External Factors**

### State Funding:

Nationally, state funding is the only variable that correlates highly with the performance of the Manufacturing Extension Partnership centers. State funding is subject to availability of state revenues as well as gubernatorial and legislative support and can be uncertain.

### Federal Funding:

The federal government is TechHelp's single largest investor. While federal funding has been stable, it is subject to availability of federal revenues as well as executive and congressional support and can be uncertain.

### Economic Conditions:

Fees for services comprise a significant portion of TechHelp's total revenue. We are encouraged by current economic activity and believe it will support the ability of Idaho manufacturers to contract TechHelp's services.

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**SUBJECT**

Idaho Indian Education Strategic Plan

**REFERENCE**

February 2014      The Board received an update on committee progress and activities.

October 2014      The Board received an update on committee progress and activities.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, I.P. Idaho Indian Education Committee

**BACKGROUND/DISCUSSION**

The Idaho Indian Education Committee was formally established through Board Policy I.P to serve as an advisory committee to the State Board of Education (Board) and the State Department of Education (Department) on educational issues and how they affect Idaho's American Indian student population. The committee also serves as a link between Idaho's American Indian tribes.

At the October 2014 Board meeting, the committee reported on four school districts with the highest American Indian student population and highlighted gaps of academic achievement for American Indian students compared to their educational peers, including go-on rates, and barriers.

The Committee convened a series of work sessions to develop a strategic plan that would advance the Board's mission as it pertains to the educational barriers for this demographic group and to help guide the committee's work for identifying priority areas that need to be focused upon. The Mission, Vision, Goals, and Objectives before the Board are a result of those efforts. The Committee will present recommendations based on identified strategies at a later date for consideration.

Committee representatives will provide the Board with an overview of the strategic plan to include its significance, purpose, and impact regarding American Indian education in Idaho.

**IMPACT**

Approval of the initial goals and objectives will allow the Committee to move forward with identifying specific performance measures and benchmarks.

**ATTACHMENTS**

Attachment 1- Idaho Indian Education Strategic Plan

Page 3

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
JUNE 18, 2015**

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**STAFF COMMENTS AND RECOMMENDATIONS**

The Indian Education Committee is responsible, in part, for making recommendations to the Board and Department for educational policy as it relates to American Indian student access, retention, graduation, and achievement.

The Committee has agreed upon two initial goals to promote academic excellence for American Indian students and increase culturally relevant pedagogy in teacher education programs. Upon approval, the Committee will collaborate with the Department and the Board research staff to identify key performance measures and benchmarks for each objective provided. Once these performance measures and benchmarks are established, they will be presented as recommendations to the Board at the October 2015 Board meeting.

Board staff recommends approval of the strategic plan as submitted.

**BOARD ACTION**

I move to approve the 2016-2021 Idaho Indian Education Strategic Plan as submitted in Attachment 1.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**Idaho Indian Education**  
**STRATEGIC PLAN**  
**2016-2021**

**VISION**

The Idaho State Board of Education and the State Department of Education envision all American Indian students in Idaho thrive, reach their full potential, and have access to educational services and opportunities.

**MISSION**

Creating and leveraging educational opportunities for Idaho's American Indian students through access, educational programs, and support services provided by the educational institutions and tribes of Idaho to promote academic and career attainment.

**CONSTRUCTING FOUNDATIONS OF SUCCESS**

The Idaho Indian Education Committee has developed a strategic plan focusing on opportunity gaps and the recommendation of best practices. The Board, through building partnerships, increasing indigenous pedagogical practices, and adopting data-driven, evidence-based policies, will work to increase educational attainment of all American Indian students in Idaho.

**GOAL 1: AMERICAN INDIAN ACADEMIC EXCELLENCE**

Ensure Idaho's American Indian students are afforded educational opportunities on an equitable basis; provide resources that promote and support an increase in the educational attainment among American Indian students.

**Objective A:** Increase access of educational opportunity among Idaho's American Indian students.

**Performance Measure(s):**

1. Increased number of American Indian students who applied and received the Opportunity Scholarship.
2. Increased number of American Indian students who participated in Advanced Opportunities.

**Objective B:** Increase the level of educational attainment among Idaho's American Indian students.

**Performance Measure(s):**

1. Increased number of American Indian students enrolled in postsecondary institutions after graduation.
2. Increased number of American Indian students which indicate articulation, time to completion, and graduation rates.
3. Increased number of American Indian students beyond a baccalaureate degree.

**Objective C: Increase the quality of instruction for Idaho's American Indian students.**

**Performance Measure(s):**

1. Increased number of highly qualified teachers in targeted schools.
2. Decreased number of alternate route teachers in targeted schools.
3. Increased number of educators knowledgeable in culturally relevant pedagogy.

**GOAL 2: CULTURALLY RELEVANT PEDAGOGY**

Ensure Idaho K-20 educational institutions will provide all educators with indigenous scholarship to recognize the distinct, unique knowledge and heritage of Idaho's American Indians.

**Objective A: Increase integration of cultural relevancy into the professional practice.**

1. Increased number of teacher education program college credits in cultural relevant pedagogy.
2. Increased number of education professional development credits in culturally responsive teaching.
3. Increased knowledge of cultural relevant pedagogy in standard teacher certification.

**Objective B: Increase the knowledge of federal policies and Idaho's Indian Tribes.**

**Performance Measure(s):**

1. Increased number of high school courses 9-12 available on the history of Idaho's Tribes.
2. Increased number of college courses available on the history of Idaho's tribes.
3. Increased number of high school courses available on American Indian federal policies.
4. Increased number of college courses available on American Indian federal policies.
5. Increased number of courses taken by all Idaho students 9-12 on the history of Idaho's tribes.
6. Increased number of courses taken by all Idaho public postsecondary institutions on the history of Idaho's tribes.
7. Increased number of courses taken by all Idaho students 9-12 on American Indian federal policies.
8. Increased number of courses taken by all Idaho public postsecondary institutions on AI federal policies.



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 18, 2015**

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**SUBJECT**

Amendment to Board Policy I.Q. Accountability Oversight Committee – Second Reading

**REFERENCE**

October 2012	The Board approved the first reading of proposed changes to Board Policy III.AA.
December 2012	The Board approved the second reading of proposed changes to Board Policy III.AA. and moved the policy to section I.Q.
April 2015	The Board approved the first reading of proposed changes to Board Policy I.Q. allowing the Superintendent to designate an alternate in his/her place on the committee.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.Q. Accountability Oversight Committee

**BACKGROUND/DISCUSSION**

The Board’s Accountability Oversight Committee is charged with providing “recommendations to the Board on the effectiveness of the statewide student achievement system and make recommendations on improvements and/or changes as needed.” The proposed changes to the policy added language that would allow the Superintendent of Public Instruction to designate an alternate to serve as a member of the committee.

**IMPACT**

The proposed changes would help to facilitate the various levels of participation needed from the Superintendent and Department of Education to support its work.

**ATTACHMENTS**

Attachment 1 – Board Policy I.Q., Accountability Oversight Committee Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

The Accountability Oversight Committee was established to make independent recommendations to the Board regarding the states accountability system, thereby, allowing the Board to make decisions based on both the Superintendent’s proposals and independent recommendations and feedback from the Accountability Oversight Committee.

There have been no changes between the first and second reading. Board staff recommends approval.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 18, 2015**

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**BOARD ACTION**

I move to approve the second reading of policy amendments to Board Policy I.Q. Accountability Oversight Committee as submitted in Attachment 1.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 18, 2015**

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**Idaho State Board of Education**

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES**

**SUBSECTION: Q. Accountability Oversight Committee**

**December 2012**

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1. Overview

The Accountability Oversight Committee will function as an ad hoc committee of the Idaho State Board of Education and be staffed by the Board's Accountability Program Manager.

2. Duties and Responsibilities

- a. Provide recommendations to the Board on the effectiveness of the statewide student achievement system and make recommendations on improvements and/or changes as needed.
- b. Develop and review an annual report of student achievement. This report shall be compiled collaboratively by Board and State Department of Education staff and submitted to the committee for review. The committee will forward the report to the Board with recommendations annually.

3. Meetings and Operating Procedures

The committee shall meet twice annually, additional meetings may be called by the Chair as needed.

4. Membership

The committee membership shall consist of:

- Two members of the Idaho State Board of Education, appointed by the Board president;
- The Superintendent of Public Instruction or designee; and
- Four members at large appointed by the Board, one of which will chair the committee, and shall serve a term of one year as chair.

5. Terms of Membership

Board members appointed to the committee serve at the pleasure of the president of the Board. Committee members appointed by the Board shall serve two-year terms. An incumbent member may be recommended for re-appointment. All terms shall begin on July 1<sup>st</sup> and end on June 30<sup>th</sup> of the year(s) beginning or ending said term. Appointments shall be staggered to ensure that no more than two (2) appointments will become vacant in any given year.

An appointee who has reached the end of his or her term shall remain in service as a committee member until re-appointment, or until the appointment of a new member by the Board. Committee officers will be nominated and elected by a vote of the committee.

The Superintendent of Public Instruction or designee will serve as an ex-officio member of the committee.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 18, 2015**

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6. Reporting

This committee shall report directly to the Board.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 18, 2015**

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**SUBJECT**

Amendment to Board Policy I.S. Institutional Governance – Second Reading

**REFERENCE**

April 2002	The Board approved the second reading of proposed changes to Board Policy III.C.
April 2014	The Board approved the first reading of proposed amendments to Board Policy III.C., including the movement of the policy in to Section I. Generally Governing Policies and Procedures.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.S. (III.C.) Institutional Governance.

**BACKGROUND/DISCUSSION**

Idaho State Board of Education Governing Policies and Procedures, Section I.S. (III.C.) Institutional Governance, outlines the role of the Chief Executive Officer, the Faculty Senate, representative organizations and advisory groups in making recommendations to the Chief Executive Officer as part of the decision making process at the institutions under the Board's governance.

The proposed amendments remove the requirement for Faculty Senate's and other representative organizations to establish bylaws and a constitution, however, if they should establish written bylaws or a constitution they are subject to Board approval.

**IMPACT**

The proposed changes would clarify any remaining ambiguity regarding the intent of Board policy I.S.

**ATTACHMENTS**

Attachment 1 – Board Policy I.S (III.C.), Institutional Governance Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

The Northwest Commission on Colleges and Universities, accreditation standards (2.A – Governance) includes language requiring the institution “demonstrates an effective and widely understood system of governance with clearly defined authority, roles, and responsibilities. Its decision-making structures and processes make provision for the consideration of the views of faculty, staff, administrators, and students on matters in which they have a direct and reasonable interest.” The proposed amendments would provide the appropriate flexibility at the campus-level to determine the necessary policies and procedures required for the individual groups providing input to the Chief Executive Officer. These changes bring the Board's policy into alignment with the Northwest Commission on Colleges and Universities standards.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
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Based on feedback from the Council on Academic Affairs and Programs (CAAP) additional edits were made to subsection 2. Faculty Senate, between the first and second reading, to reorder the structure of the paragraph to add clarity that the faculty are not required to receive approval prior to establishing written bylaws or a constitution, but if they do establish written bylaws or a constitution they are subject to approval by the Board. The change additionally allows for the Chief Executive Officer to approve any necessary procedures for making recommendations to the Chief Executive Officer.

**BOARD ACTION**

I move to approve the second reading of amendments to Board Policy I.S. Institutional Governance 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  
CS. Institutional Governance

April 2002June 2015

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1. Chief Executive Officer

The Chief Executive Officer is the chief program and administrative officer of the institution, with full power and responsibility within the framework of the Board's governing policies and procedures for the organization, management, and supervision of the institution. The Chief Executive Officer is held accountable by the Board for the successful functioning of the institution.

2. Faculty ~~Governance~~ Senate

~~Subject to the approval by the Chief Executive Officer and the Board, The the faculty of each institution will~~The faculty may establish written bylaws, a constitution, ~~and or~~ necessary procedures, ~~subject to the approval by the Chief Executive Officer and the Board,~~ for making recommendations to the Chief Executive Officer as a part of the decision-making process of the institution. Such procedures are subject to approval by the Chief Executive Officer. Written bylaws or constitution must be approved by the Board. All policies and procedures must be consistent with the Board's Governing Policies and Procedures.

3. Other Representative Organizations

The Chief Executive Officer may establish or recognize other governance organizations representative of identifiable institutional constituencies. Subject to the approval by the Chief Executive Officer, Each organization ~~will~~may establish written bylaws ~~and or~~ necessary procedures, ~~subject to the approval by the Chief Executive Officer,~~ for making recommendations to the Chief Executive Officer as a part of the decision-making process of the institution. All policies and procedures must be consistent with the Board's governing policies and procedures.

4. Advisory Groups

From time to time, the Chief Executive Officer may establish an advisory group to study and make recommendations on a particular issue. Such an advisory group will report to the Chief Executive Officer or his or her designee on the topic assigned and within the time established by the Chief Executive Officer, who may accept or reject the recommendation.

5. Attendance at Board Meetings

Each institution is authorized to bring to meetings of the Board, at institutional expense, the President, the Academic Vice President, the Financial Vice President, and the duly-

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 18, 2015**

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elected faculty and student government representatives. Expenses of any other personnel must be authorized by the Chief Executive Officer prior to attendance at the meetings.



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 18, 2015**

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**SUBJECT**

Proposed Rule – IDAPA 08.02.01.650 General Education Development Test/Idaho High School Equivalency Certificate

**REFERENCE**

October 2013	Board approved proposed rule changes aligning the administrative rule with exam changes taking effect in January 2014
August 2013	Board approved pending rule changes (Docket 08-0201-1202)

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho Administrative code, IDAPA 08.02.01 – Section 650

**BACKGROUND/DISCUSSION**

The General Educational Development (GED ©) exam is a series of subject areas tests that are standardized to meet the educational level of a graduating high school senior. The American Council on Education (ACE) in conjunction with Pearson VUE has developed a new assessment and processes that was introduced in January 2014. The Division of Professional-Technical Education manages/administers the program and public schools institutions were authorized to administer the exam. The new GED Testing Service will be a partnership between ACE and Pearson, the exam will become a completely on-line exam and will be allowed to also be administered by private higher education institutions as well. At the time of the last rule amendment there was some discussion regarding the need to set state level “cut scores” for the purpose of determining eligibility for the High School Equivalency Certificate.

Now that the new test has been administered for approximately a year, the Division of Profession Education is requesting additional changes to the administrative rule. This includes language specifying that the High School Equivalency Certificate requests go to the Division, which has been the case since the GED was moved to the Division in 2008, additionally, the “cut scores” are being removed allowing the scoring rubric and passing requirement established by the GED Testing Service. With the changes to the exam and the focus on college and career readiness those scores are in alignment with what has been or would be considered by the Division as “passing” scores. Additional edits address how test takers obtain records or copies of transcripts to show successful completion. Currently all Idaho GED records and transcription services have been consolidated through a third-party vendor.

**IMPACT**

Approval of the proposed rule will IDAPA 08.02.01.650 provide for greater efficiencies for the Division in the management of the exam.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 18, 2015**

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**ATTACHMENTS**

Attachment 1 – Proposed Rule IDAPA 08.02.01.650 Amendments

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Proposed rules have a 21 day comment period prior to becoming Pending rules. Based on received comments and Board direction, changes may be made to Proposed rules prior to entering the Pending stage. All Pending rules will be brought back to the board for approval prior to submittal to the Department of Administration for publication in the Idaho Administrative Rules Bulletin as a Pending Rule. Pending rules become effective at the end of the legislative session in which they are submitted if they are not rejected by the Legislature.

Staff recommends approval.

**BOARD ACTION**

I move to approve the Proposed Rule changes to IDAPA 08.02.01.650 as submitted in Attachment 1.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 18, 2015**

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**IDAPA 08.02.01**

**650. GENERAL EDUCATION DEVELOPMENT TESTS/IDAHO HIGH SCHOOL EQUIVALENCY CERTIFICATE.**

The primary objective of the State Board of Education is to have all students complete their formal education and graduate from high school. However, students who drop out of school and believe it is in their best interest to take the (General Education Development) G.E.D. test may do so under the following conditions and, upon successful completion of all G.E.D. requirements, may apply for an Idaho High School Equivalency Certificate. (4-1-97)

**01. General Education Development Tests.** General Education Development (GED) tests are given by approved testing centers for a statewide fee set by the Idaho Division of Professional-Technical Education. Candidates must make the minimum score for passing the GED test as established by the GED Testing service. (3-20-14)

**02. Age Criteria.** The applicant must satisfy one (1) of the following age criteria: (4-1-97)

**a.** The applicant must be at least eighteen (18) years of age; (4-1-97)

**b.** The applicant may be sixteen (16) or seventeen (17) years of age and be one (1) year or more behind in credits earned, expelled, recommended by the school, pregnant, or a parent. In such cases, the applicant is eligible if the applicant's school verifies in writing that the student meets one of the above criteria and this verification is on file at the testing center prior to any testing. The school may give its verification only after the applicant and his or her parent or guardian submit in writing a request for the applicant to take the GED tests and the applicant and the applicant's parent or guardian have met with school officials to review and discuss the request. (In cases where the applicant is not living with a parent or guardian, the parent or guardian's verification is not necessary.); (4-1-97)

**c.** The applicant may be sixteen (16) or seventeen (17) years of age and be entering college, the military, or an employment training program, enrolled in an Adult Basic Education Program, enrolled in the Job Corps, or incarcerated. In such cases, the applicant is eligible if the institution involved applies in writing for the applicant to take the GED tests and this application is on file at the testing center prior to any testing. (3-20-14)

**03. Proof of Identity.** Test takers must present proof of identification that shows legal name, date of birth, signature, address and photograph. Valid drivers' licenses, passports, military, and other forms of government-issued identification are acceptable. Two (2) forms of identification may be provided to meet these criteria. (3-20-14)

**04. Idaho High School Equivalency Certificate.** The State Department of Education will issue an Idaho High School Equivalency Certificate ([HSEC](#)) to eligible applicants. The normal fee for issuing a certificate is ten dollars (\$10); however, this fee will be waived for military service personnel and veterans. To be eligible [to receive an HSEC](#), an applicant must submit the following documents to the [State Department of Education Division of Professional-Technical Education](#): (4-1-97)

~~\_\_\_\_\_a.~~ An official report of GED test results showing successful completion of all requirements [applicable to the version of the GED test taken by the applicant](#). Test scores are accepted as official only when reported directly by ~~official GED Testing Centers, the State's approved vendor for transcripts and records management,~~ the Transcript Service of the Defense Activity for Non-Traditional Education Support (DANTES), ~~Veterans Administration hospitals and or,~~ in special cases, the GED Testing Service. ~~Effective for all individuals taking the exam on or after January 1, 2014, individuals must receive a score of at least one hundred fifty (150) on a scale of one hundred through two hundred (100-200) on each of the four (4) content modules for the 2014 GED® exam and have a combined score of six hundred (600).~~ (3-20-14)

~~\_\_\_\_\_b.~~ ~~For those individuals~~[Individuals](#) who ~~take~~[took](#) the exam prior to January 1, 2014 [must also](#)

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 18, 2015**

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~~furnish documentation that they met the American Government requirement of the State of Idaho, for successful completion, the test taker must earn a standard score of at least forty (40) on each of the five (5) tests and must earn an average standard score of forty five (45) on all five (5) tests. The testing centers will provide an American Government test for individuals who do not have credit in American Government or an official transcript showing completion of a course in American Government including study of the U.S. Constitution and principles of state and local government.~~ This requirement may be met by resident study in high school or college, correspondence study from an accredited university, DANTEs, or by successfully passing the American Government test furnished by the testing center. (3-20-14)

c. A completed form DD295 on all service personnel. This form is not required of veterans and non-veteran adults. (4-1-97)

d. A copy of a discharge if the applicant is a veteran of military service. (4-1-97)

~~e. Once eligibility is established, the State Department of Education will furnish the applicant with a special application form.~~ Applicants should submit their request using the form furnished by the Division of Professional-Technical Education, along with ten dollar (\$10) processing fee and appropriate documentation of above requirements. After the applicant completes this form and pays the ten dollar (\$10) processing fee, the applicant will be awarded an Idaho High School Equivalency Certificate. (4-1-97)

**651. -- 699. (RESERVED)**

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
JUNE 18, 2015**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>CHIEF EXECUTIVE OFFICER EMPLOYMENT AGREEMENTS/TERMS</b>	Motion to approve
<b>2</b>	<b>AMENDMENT TO BOARD POLICY</b> Section II – Human Resources, Section H., Coaches and Athletic Directors - Second Reading	Motion to approve
<b>3</b>	<b>BOISE STATE UNIVERSITY</b> Multi-Year Employment Agreement – Football Defensive Coordinator	Motion to approve
<b>4</b>	<b>IDAHO STATE UNIVERSITY</b> Multi-Year Employment Agreement – Head Women’s Soccer Coach	Motion to approve
<b>5</b>	<b>UNIVERSITY of IDAHO</b> Multi-Year Employment Agreement – Head Women’s Volleyball Coach	Motion to approve
<b>6</b>	<b>OFFICE OF THE STATE BOARD OF EDUCATION</b> Hiring of Executive Director	Motion to approve

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**BUSINESS AFFAIRS & HUMAN RESOURCES**  
**JUNE 18, 2015**

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**SUBJECT**

Chief Executive Officers Contracts

**REFERENCE**

April 2015

Idaho State Board of Education (Board) completed evaluation for the executive director of the Office of the State Board of Education

May 2015

Board completed performance evaluations and approved salaries for the chief executive officers of Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and Eastern Idaho Technical College.

**BACKGROUND/DISCUSSION**

The Board approved three year contracts for the four year institution presidents at the August 2010 Board meeting, and extended those terms for one additional year for FY11, FY12, FY13, FY 14, and FY15.

**IMPACT**

Contracts for the presidents are amended to extend the current contract term for one (1) additional year and incorporate the salaries approved at the May 2015 Board meeting.

**BOARD ACTION**

I move to approve the amended employment agreement for Dr. Robert Kustra as President of Boise State University.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

I move to approve the amended employment agreement for Dr. Chuck Staben as President of the University of Idaho.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

I move to approve the amended employment agreement for Dr. Art Vailas, as President of Idaho State University.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**BUSINESS AFFAIRS & HUMAN RESOURCES**  
**JUNE 18, 2015**

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I move to approve the amended employment agreement for Dr. Tony Fernandez as President of Lewis-Clark State College.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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**SUBJECT**

Board Policy II.H. – Coaches and Athletic Directors, Second Reading

**REFERENCE**

August 2014	Idaho State Board of Education (Board) approved second reading to Policy II.H. regarding academic incentive payment provisions in coach contracts
April 2015	The Board approved first reading to Policy II.H. regarding multi-year contracts for assistant coaches

**APPLICABLE STATUTES, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section II.H.

**BACKGROUND / DISCUSSION**

At the April 2015 Board meeting, the Board approved the first reading of the changes requested by the Athletic Committee to Board Policy II.H. Material changes to the policy include the following:

1. The policy is extended to assistant coaches;
2. The maximum term of a contract is increased from three years to five years;
3. A liquidated damages clause for an assistant coach may be void upon the departure of the head coach; and
4. Codification of required supporting documents and information for contracts.

**IMPACT**

Proposed revisions sets out provisions in regard to assistant coaches.

**ATTACHMENTS**

Attachment 1 – Section II.H. – Second Reading

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

There were no changes between first and second reading. Staff recommends approval.

**BOARD ACTION**

I move to approve the second reading of the proposed amendment to Board policy Section II.H, as presented in Attachment 1.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_ No \_\_\_

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Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: H. Coaches and Athletic Directors

August/June 2014/5

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1. Agreements Longer Than One Year

The chief executive officer of an institution is authorized to enter into a contract for the services of a ~~head~~ coach or athletic director with that institution for a term of more than one (1) year, but not more than ~~three-five~~ (35) years, subject to approval by the Board as to the terms, conditions, and compensation there under, and subject further to the condition that the contract of employment carries terms and conditions of future obligations of the coach or athletic director to the institution for the performance of such contracts. ~~All such contracts must contain a liquidated damages clause provision in favor of the institution, applicable in the event that the coach or athletic director terminates the contract for convenience, in an amount which is a reasonable approximation of damages which might be sustained if the contract is terminated.~~ A contract in excess of three (3) years, ~~or a (whether fixed or rolling) three (3) year contract, may be considered by the Board upon the documented must showing of~~ extraordinary circumstances. ~~All contracts must be submitted for Board approval prior to the contract effective date. Each contract for the services shall follow the general form approved by the Board as a model contract. Such cContracts shall define the entire employment relationship between the Board and thea coach or athletic director and may incorporate by reference applicable Board and institutional policies and rules, and applicable law. The June 2014 Board revised and approved multiyear model contract is adopted by reference into this policy. The model contract may be found on the Board's website at <http://boardofed.idaho.gov/>.~~

- a. Each contract for the services shall follow the general form approved by the Board as a model contract. The June 2014 Board revised and approved multiyear model contract is adopted by reference into this policy. The model contract may be found on the Board's website at <http://boardofed.idaho.gov/>.
- b. All such contracts must contain a liquidated damages clause provision in favor of the institution, applicable in the event that a coach or athletic director terminates the contract for convenience, in an amount which is a reasonable approximation of damages which might be sustained if the contract is terminated.
  - i. If a head coach resigns or is terminated and there is one or more assistant coach for the same sport on a multi-year contract, the liquidated damages clause for the assistant coach(es) may be waived.
- c. Contracts submitted for Board approval shall include the following supporting documentation (either in the agenda cover page or as an attachment):
  - i. a summary of all supplemental compensation incentives;
  - ii. quantification of maximum potential annual compensation (i.e. base salary plus maximum incentive pay);
  - iii. employment agreement (clean version), employment agreement (redline to Board-approved model contract), and for current coaches a redline of proposed employment agreement to current employment agreement;

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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- iv. in the case of National Collegiate Athletic Association (NCAA) institutions, a 4-year history of the institution's Academic Progress Rate (APR) raw scores and national average APR scores for the applicable sport;
  - v. a schedule of base salaries and incentive payments of all other same sport coaches in the institution's conference; and
  - vi. documentation on how the institution arrived at the proposed liquidated damages amount(s), and a summary of publically-available liquidated damages and buyout provisions for coaches of the same sport at all other public institutions in the conference.
- d. All contracts must be submitted for Board approval prior to the contract effective date.
- a.—

2. Agreements For One Year Or Less

The chief executive officer of an institution is authorized to enter into a contract for the services of a ~~head~~ coach or athletic director with that institution for a term of one (1) year or less and an annual salary of \$150,000 or less without Board approval. Each contract shall follow the general form approved by the Board as a model contract. Such contract shall define the entire employment relationship between the Board and the coach or athletic director and may incorporate by reference applicable Board and institutional policies and rules, and applicable law. The December 9, 2010 Board revised and approved model contract is adopted by reference into this policy. The single-year model contract may be found on the Board's website at <http://boardofed.idaho.gov/>.

3. Academic Incentives

Each contract for a ~~head~~ coach or athletic director shall include incentives in the form of supplemental compensation, separate from any other incentives, based upon the academic performance of the student athletes whom the coach or athletic director supervises. Each year a coach or athletic director may be eligible to receive supplemental compensation based on achievement of the incentive. Awarding supplemental compensation shall be contingent upon achievement of one or more measures including, but not limited to, (in the case of the National Collegiate Athletic Association (NCAA) institutions), the NCAA Academic Progress Rate (APR). The Board shall approve the APR against which achievement of the incentive shall be based (in whole or in part) and the basis for computing the incentive. Information provided to the Board in determining the raw score to be used should include a 4-year history of the institution's APR raw scores and national average APR scores for that sport. Any such supplemental compensation paid to coach or athletic director shall be separately reported to the Board.

4. Part-time Coaches Excepted

The chief executive officer of an institution is authorized to hire part-time ~~head~~ coaches as provided in the policies of the institution. Applicable Board policies shall be followed.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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5. Assistant Coaches

The chief executive officer of the institution is authorized to hire assistant coaches as provided in the policies of the institution. Applicable Board policies shall be followed.

6. Annual Leave

- a. All existing contracts and accrued leave held by coaches at the institutions on the effective date of this policy shall be grandfathered under policy II.F. for purposes of accruing annual leave until the coach's contract renewal.
- b. Following the effective date of this policy, the institutions shall have the authority to negotiate annual leave for all coach contract renewals and new hires using one of the two options below:
  - i. Annual leave may be earned and accrued consistent with non-classified employees as set forth in policy II.F.; or
  - ii. Pursuant to section 59-1606(3), Idaho Code, coaches do not accrue leave, but may take leave with prior written approval from the athletic director. Under this option, any accrued annual leave balance at the time of the coach's contract renewal shall be forfeited or paid off, and the new contract shall document the forfeiture or compensation of that leave.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Employment Contract for Defensive Coordinator Marcel Yates

**REFERENCE**

February 2015

Board approved material term sheet and directed Boise State University (BSU) to return with a contract

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section II.H.

**BACKGROUND/DISCUSSION**

Boise State University (BSU) is seeking approval of a three-year contract for the defensive coordinator for the men's football program. The defensive coordinator is one of the primary assistant coaches of the football team. The team's success has prompted BSU to offer a three-year agreement to Marcel Yates. Multi-year contracts (two, three and even five year contracts) for the offensive and defensive coordinator positions have become common in successful Division I football programs.

The contract is similar to the standard issued by BSU in conformance with the Board approved Model Agreement.

The contract contains a provision that the contract is terminable on 30 days' notice if the head coach is no longer employed by BSU.

**IMPACT**

No state funds are used to fulfill the terms of this contract. Amounts are paid only from program revenues, media, donations and other non-state funds. Terms are as follows:

**Term:** Fixed term contract of three years

**Base Compensation:**

Year 1: \$330,000  
Year 2: \$330,000  
Year 3: \$330,000

**Pay for Performance - Academic:**

APR between 955-959 – up to \$2,000 or  
APR between 960-964 – up to \$3,000 or  
APR between 965-969 – up to \$4,000 or  
APR 970 or higher – up to \$5,000

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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**Pay for Performance - Athletic:**

Conference Championship Game	\$2,000
Bowl game	\$3,000 or
One of the six CFP bowl games	\$16,500

**Buy-Out Provision:** If Assistant Coach terminates early without cause, he may be required, at BSU's discretion, to pay liquidated damages as follows:

Year 1 (March 1, 2015 – February 29, 2016):	\$75,000
Year 2 (March 1, 2016 – February 28, 2017):	\$50,000

Maximum potential annual compensation (base salary and supplemental compensation) is \$353,500.

**ATTACHMENTS**

Attachment 1 – Proposed Contract	Page 5
Attachment 2 – Redline of Proposed Contract to Model Agreement	Page 19
Attachment 3 – 2009-2013 APR Summary	Page 35

**STAFF COMMENTS AND RECOMMENDATIONS**

The maximum academic incentive pay is \$5,000, which exceeds the athletic incentive pay for a conference championship. The Board has historically looked favorably on academic incentives at that level. It should be noted, however, that for the last four years the annual APR rating for BSU football has exceeded 970, so the Academic Pay for Performance tiers as set forth under "Impact" above are not much of a stretch goal.

The contract also provides the coach a vehicle for personal and business use.

The proposed employment agreement is in substantial conformance with the Board's model contract. Board Policy II.F. prohibits automobile or automobile allowances unless expressly authorized by the Board.

The Athletic Committee will provide its recommendation to the Board at the June Board meeting.



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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**BOARD ACTION**

I move to approve the request by Boise State University to enter into a three-year employment agreement with Marcel Yates, Football Defensive Coordinator, for a term commencing on March 1, 2015 and terminating on February 28, 2018, at a base salary of \$330,000 and supplemental compensation provisions as set forth in Attachment 1.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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**EMPLOYMENT AGREEMENT**

This Employment Agreement (the “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 (“Effective Date”) by and between Boise State University (“the University”) and Marcel Yates (“Coach”).

**ARTICLE 1**

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the defensive coordinator (the “Position”) of its intercollegiate Football team (the “Team”). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

1.3. Duties. Coach shall serve as the defensive coordinator for the Team and shall perform such other duties in the University’s athletic program as the Head Coach may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of Coach’s ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position.

**ARTICLE 2**

2.1. Term. This Agreement is for a fixed-term appointment of three (3) years, commencing on March 1, 2015 and terminating, without further notice to Coach, on February 28, 2018 (the “Term”), unless sooner terminated in accordance with other provisions of this Agreement.

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

**ARTICLE 3**

3.1 Regular Compensation.

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

- a) A salary in the amount of \$330,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Head Coach and Director and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits calculated on the "base salary" as the University provides generally to non-faculty exempt employees;
- c) Assignment of one vehicle for personal and professional use during the term of this Agreement. State insurance premiums for the designated vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and
- d) The opportunity to receive such employee benefits as the University's Department of Athletics (the "Department") provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation. Coach may earn supplemental compensation as follows:

3.2.1. Athletic Achievement Incentive Pay.

- a) If the football team participates in the Conference Championship Game, Coach will receive a \$2,000 bonus.

In addition,

- b) If the football team participates in a bowl game, Coach will receive a \$3,000 bonus, **or**
- c) If the football team participates in one of the six CFP (College Football Playoff) bowl games, Coach will receive a \$16,500 bonus.

If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach on the first regular pay date in the following February if Coach is still employed by the University on that date.

3.2.2. Academic Achievement Incentive Pay.

- a) If the annual Academic Progress Rate ("APR") rating is between 955-959, Coach will receive a sum of \$2,000; **or**

- b) If the annual APR rating is between 960-964, Coach will receive a sum of \$3,000; **or**
- c) If the annual APR rating is between 965-969, Coach will receive a sum of \$4,000 **or**
- d) If the annual APR rating is 970 or higher, Coach will receive a sum of \$5,000.

If Coach qualifies for Academic Achievement Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the National Collegiate Athletic Association (“NCAA”), if Coach is still employed by the University on that date.

3.2.3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.

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

3.2.4 Coach may receive the compensation hereunder from the University or the University’s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (collectively, “Programs”). Agreements requiring Coach to participate in Programs related to Coach’s duties as an employee of the University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach’s services to and appear on the Programs and to cooperate in their production, broadcasting, and telecasting. Coach shall not appear without the prior written approval of the Head Coach and the Director on any radio or television program (including but not limited to a coach’s show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Head Coach and Director, Coach shall not appear in any commercial endorsements.

3.2.5 Coach agrees that the University has the exclusive right to operate athletic camps (“Camps”) on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach’s capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach’s participation in the Camps, the University shall pay Coach supplemental compensation.

3.2.6 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during

official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of the University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.

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

**ARTICLE 4**

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall perform all duties and responsibilities as assigned by the Head Coach, such duties and responsibilities may include, but are not limited to:

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's Board of Trustees, the conference of which the University is a member (the "Conference"), and the NCAA; supervise and take appropriate steps to ensure that any employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Head Coach and to the University's Director of NCAA Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations,

Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) Governing Policies and Procedures and Rule Manual of the University's Board of Trustees; (b) the University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the Conference.

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

4.3 Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the University President and the Director for all athletically-related income and benefits from sources outside the University. Coach shall report the source and amount of all such income and benefits to the Director whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to the University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's Board of Trustees, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (e.g., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

4.4 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Head Coach and the Director. Such approval shall not unreasonably be withheld. Without first giving ten (10) days prior written notice to the Head Coach and the Director, Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein.

ARTICLE 5

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

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

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



any employees for whom Coach is administratively responsible, or a member of the Team; or

- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the Conference, or the NCAA, by any employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

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

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

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

## 5.2 Termination of Coach due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

## 5.3 Termination of Coach for Convenience of University.

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

5.3.2 In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay to Coach, as liquidated damages and not a penalty, the “base salary” set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the Term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue the health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform the University within ten (10) business days of obtaining other employment and to advise the University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University’s obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach’s services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to the University all compensation paid by the University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

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

5.3.4 In the event of non-renewal or termination of Coach’s employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.4 Termination by Coach for Convenience.

5.4.1 Coach recognizes that Coach’s promise to work for the University for the entire term of this Agreement is of the essence of this Agreement. Coach also recognizes that the

University is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate Coach's employment with the University before the end of the contract Term.

5.4.2 Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after such written notice is given to the University. Such termination must occur at a time outside the Team's season (including NCAA post-season bowl competition) so as to minimize the impact on the program.

5.4.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, the following sums: if the termination occurs between March 1, 2015 and February 29, 2016, the sum of seventy-five thousand dollars (\$75,000) or if the termination occurs between March 1, 2016 and February 28, 2017, the sum of fifty thousand dollars (\$50,000). The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid. Provided, however, if Coach terminates this Agreement following the death or disability of the Head Coach, such termination will not be considered termination by Coach for convenience, and therefore no liquidated damages shall be owed by Coach to the University.

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

5.4.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law Coach's right to receive all supplemental compensation and other payments and all accumulated annual leave.

#### 5.5 Termination Due to Disability or Death of Coach.

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

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

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

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

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

5.8 Waiver of Rights. Because Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education Rule Manual (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, and University Policies.

**ARTICLE 6**

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

6.2 University Property. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's

direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Head Coach.

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

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

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

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

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

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

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

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

the University:

Boise State University

Director of Athletics  
1910 University Drive  
Boise, Idaho 83725-1020

with a copy to: Boise State University  
Office of the President  
1910 University Drive  
Boise, Idaho 83725-1000

Coach: Marcel Yates  
Last known address on file with  
University's Human Resource Services

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY

COACH

\_\_\_\_\_  
Mark Coyle, Director of Athletics      Date

\_\_\_\_\_  
Marcel Yates      Date

\_\_\_\_\_  
Dr. Robert Kustra, President      Date

Approved by the Board on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 ("Effective Date") by and between Boise State University ("the University") and Marcel Yates ("Coach").

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the defensive coordinator (the "Position") of its intercollegiate Football team (the "Team"). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

1.3. Duties. Coach shall serve as the defensive coordinator for the Team and shall perform such other duties in the University's athletic program as the Head Coach may assign and as may be described elsewhere in this Agreement. ~~The University (College) Coach shall have the right, at any time, to reassign Coach to duties at the University (College) other than as head coach~~ best of the Team, provided that Coach's compensation ability, and consistent with University policies and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through (Depending on supplemental pay provisions used) shall cease procedures, perform all duties and responsibilities customarily associated with the Position.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of three (3) years, commencing on March 1, 2015 and terminating, without further notice to Coach, on February 28, 2018 (the "Term"), unless sooner terminated in accordance with other provisions of this Agreement.

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

ARTICLE 3

3.1 Regular Compensation.

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

- a) A salary in the amount of \$330,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Head Coach and Director and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits calculated on the "base salary" as the University provides generally to non-faculty exempt employees; ~~and~~
- ~~c) Assignment of one vehicle for personal and professional use during the term of this Agreement. State insurance premiums for the designated vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and~~
- d) The opportunity to receive such employee benefits as the University's Department of Athletics (the "Department") provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation. Coach may earn supplemental compensation as follows:

~~3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post season tournament or post season playoffs), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.2. Each year the Team is ranked in the top 25 in the (national rankings of sport's division), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The~~

~~University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief executive officer in consultation with the Director. The determination shall be based on the 3.2.1. Athletic Achievement Incentive Pay.~~

- ~~a) If the football team participates in the Conference Championship Game, Coach will receive a \$2,000 bonus.~~

~~In addition,~~

- ~~b) If the football team participates in a bowl game, Coach will receive a \$3,000 bonus, or~~  
~~c) If the football team participates in one of the six CFP (College Football Playoff) bowl games, Coach will receive a \$16,500 bonus.~~

~~If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach on the first regular pay date in the following factors: the February if Coach is still employed by the University on that date.~~

~~3.2.2. Academic Achievement Incentive Pay.~~

- ~~a) If the annual Academic Progress Rate (“APR”) rating is between 955-959, Coach will receive a sum of \$2,000; or~~  
~~b) If the annual APR rating is between 960-964, Coach will receive a sum of \$3,000; or~~  
~~c) If the annual APR rating is between 965-969, Coach will receive a sum of \$4,000 or~~  
~~d) If the annual APR rating is 970 or higher, Coach will receive a sum of \$5,000.~~

~~If Coach qualifies for Academic Achievement Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the National Collegiate Athletic Association (“NCAA”), if Coach is still employed by the University on that date.~~

~~3.2.set by the Board, grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at risk students; the conduct of Team members on the University (College) campus, at authorized~~

University (College) activities, in the community, and elsewhere. 3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.

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

~~3.2.4~~ Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the Chief executive officer wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief executive officer in consultation with the Director. 3.2.4 Coach may receive the compensation hereunder.

~~3.2~~ from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (collectively, "Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment)."). Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of the University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach's services to and appear on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall not appear without the prior written approval of the Head Coach and the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Head Coach and Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets.

~~3.2.6 (SUMMER CAMP OPERATED BY UNIVERSITY (COLLEGE))~~ 5  
Coach agrees that the University has the exclusive right to operate athletic camps ("Camps") on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the

University shall pay Coach ~~\_(amount)\_~~ per year as supplemental compensation ~~during each year of his employment as head (Sport) coach at the University (College)~~. This amount shall be paid ~~\_(terms of payment)\_~~.

~~(SUMMER CAMP—OPERATED BY COACH)~~ Coach may operate a summer youth ~~(Sport)~~ camp at the ~~University (College)~~ under the following conditions:

- ~~a) The summer youth camp operation reflects positively on the University (College) and the Department;~~
- ~~b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;~~
- ~~c) Assistant coaches at the University (College) are given priority when the Coach or the private enterprise selects coaches to participate;~~
- ~~d) The Coach complies with all NCAA (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;~~
- ~~e) The Coach or the private enterprise enters into a contract with University (College) and \_\_\_\_\_ (campus concessionaire) for all campus goods and services required by the camp.~~
- ~~f) The Coach or private enterprise pays for use of University (College) facilities including the \_\_\_\_\_.~~
- ~~g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.~~
- ~~h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff—\$1 million; (2) catastrophic coverage: camper and staff—\$1 million maximum coverage with \$100 deductible;~~

- i) ~~To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University (College) against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)~~
- j) ~~All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University (College) while engaged in camp activities. The Coach and all other University (College) employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws~~

~~In the event of termination of this Agreement, suspension, or reassignment, University (College) shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University (College) shall be released from all obligations relating thereto.~~

3.2.76 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of Coach ~~recognizes that the University (College) is negotiating or has entered into an agreement with (Company Name) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), or make other educationally-related appearances as may be reasonably requested by the University (College). Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head (Sport) coach. In order to avoid entering into an agreement with a competitor of (Company Name), Coach shall submit all outside consulting agreements to the University (College)the University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.~~

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

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall perform all duties and responsibilities as assigned by the Head Coach, such duties and responsibilities may include, but are not limited to:

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's Board of Trustees, the conference of which the University is a member (the "Conference"), and the NCAA; supervise and take appropriate steps to ensure that ~~Coach's assistant coaches, any other~~any employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the ~~Director~~Head Coach and to the University's Director of NCAA Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. Coach shall cooperate fully with the University and Department at all times. ~~The names or titles of employees whom Coach supervises are attached as Exhibit C.~~ The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) Governing Policies and Procedures and Rule Manual of the University's Board of Trustees; (b) the University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the Conference.

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

4.3 NCAA (or NAIA) Rules/Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the University President and the Director for all athletically-related income and benefits from sources outside the University. Coach shall report the source and amount of all such income and benefits to the Director whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to the University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's Board of Trustees, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (e.g., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

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

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

4.7.4 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Head Coach and the Director. Such approval shall not unreasonably be withheld. Without first giving ten (10) days



prior written notice to the Head Coach and the Director, Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein.

**ARTICLE 5**

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

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

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within thirty (30) days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules, or regulations of the University, the University's Board of Trustees, the Conference, or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or National Association of Intercollegiate Athletics ("NAIA") member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the Conference, or the NCAA;

- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the Conference, or the NCAA, by ~~one of Coach's assistant coaches~~, any ~~other~~ employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the Conference, or the NCAA, by ~~one of Coach's assistant coaches~~, any ~~other~~ employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

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

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

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

## 5.2 Termination of Coach due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

## 5.3 Termination of Coach for Convenience of University.

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

5.3.2 In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay to Coach, as liquidated damages and not a penalty, the “base salary” set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the Term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue the health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform the University within ten (10) business days of obtaining other employment and to advise the University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University’s obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach’s services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to the University all compensation paid by the University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

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

5.3-4 In the event of non-renewal or termination of Coach’s employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.4 Termination by Coach for Convenience.

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

5.4.2 Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after such written notice is given to the University. Such termination must occur at a time outside the Team's season (including NCAA post-season bowl competition) so as to minimize the impact on the program.

5.4.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, the following sums: if the termination occurs between March 1, 2015 and February 29, 2016, the sum of seventy-five thousand dollars (\$75,000) or if the termination occurs between March 1, 2016 and February 28, 2017, the sum of fifty thousand dollars (\$50,000). The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid. Provided, however, if Coach terminates this Agreement following the death or disability of the Head Coach, such termination will not be considered termination by Coach for convenience, and therefore no liquidated damages shall be owed by Coach to the University.

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

5.4.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law Coach's right to receive all supplemental compensation and other payments and all accumulated annual leave.

5.5 Termination Due to Disability or Death of Coach.

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

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

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

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

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

5.8 Waiver of Rights. Because Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education Rule Manual (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, and University Policies.

ARTICLE 6

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

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

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

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

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

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

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

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

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

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or

certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:                   Boise State University  
  Director of Athletics  
  1910 University Drive  
  Boise, Idaho 83725-1020

with a copy to:                   Boise State University  
  Office of the President  
  1910 University Drive  
  Boise, Idaho 83725-1000

Coach:                               Marcel Yates  
  Last known address on file with  
  University's Human Resource Services

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY

COACH

\_\_\_\_\_  
Mark Coyle, Director of Athletics      Date

\_\_\_\_\_  
Marcel Yates      Date

\_\_\_\_\_  
Dr. Robert Kustra, President      Date

Approved by the Board on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.



**BOISE STATE UNIVERSITY**

Football APR History and National Percentile Rank

<b>SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES</b>				
	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>	<b>2012-13</b>
<b>Football</b>	984	985	980	973
<b><i>National % Rank by Sport</i></b>	<b><i>90-100</i></b>	<b><i>90-100</i></b>	<b><i>90-100</i></b>	<b><i>90-100</i></b>

<b>REPORT YEAR</b>
Raw Score for single year
<b><i>Percentile Rank for Sport</i></b>

<b>MULTI-YEAR (4-Year Rolling Average)</b>				
<b>Football</b>	989	993	988	981

<b>NATIONAL AVERAGE NCAA ACADEMIC PROGRESS RATE (APR) SCORES FOR FOOTBALL (BOWL SUBDIVISION)</b>				
	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>	<b>2012-13</b>
<b>Football</b>	949	952	954	957

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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**IDAHO STATE UNIVERSITY**

**SUBJECT**

Multi-year employment agreement with Allison Gibson, Head Women's Soccer Coach.

**REFERENCE**

January 2006	The Idaho State Board of Education (Board) approved an employment agreement with Allison Gibson, Head Women's Soccer Coach
January 2009	The Board approved a new 3-year employment agreement with Coach Gibson
February 2013	The Board approved a new 3-year, employment agreement with Coach Gibson

**APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section II.H.

**BACKGROUND/DISCUSSION**

Idaho State University (ISU) is requesting approval for a new three-year employment agreement for Allison Gibson, Head Soccer Coach (her current contract expires on January 19, 2016). The employment agreement contains the duties, responsibilities and conditions of employment. A model contract matrix of the employment agreement that identifies departures from the Board approved model contract form and provides justification for these changes is included as Attachment 3.

**Big Sky Conference Head Soccer Coaches' Salaries (as of January, 2015)**

Northern Arizona University	\$74,263
Montana State University	\$68,553
University of Montana	\$64,033
<b>Idaho State University</b>	<b>\$65,894</b>
Weber State University	\$63,522
Sacramento State University	\$60,000
University of North Dakota	\$58,916
Portland State University	\$54,000
Eastern Washington University	\$53,000
University of Northern Colorado	\$49,638
Southern Utah University	\$45,000
University of Idaho	\$40,019

**IMPACT**

The extended term of the employment agreement runs through January 20, 2019.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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The annual base salary is \$65,894, a \$5615.60 increase over the previous contract.

Coach is entitled to receive the following incentive/supplemental compensation:

1. Conference champions or co-champion = \$2,460.
2. NCAA tournament berth = \$2,460.
3. Academic achievement and behavior of team based on APR national score:

970-979	\$700
980-989	\$800
990-999	\$900
1,000	\$1,000
4. Academic achievement for two-semester team GPA in excess of 3.20 = \$1,500.
5. NCAA Women's Soccer Tournament victories:

Round 1	64 Teams	1 <sup>st</sup> win	\$3,000
Round 2	32 Teams	2 <sup>nd</sup> win	\$6,000
Round 3	16 Teams	3 <sup>rd</sup> win	\$9,000
Round 4	8 Teams	4 <sup>th</sup> win	\$12,000
Round 5	4 Teams	5 <sup>th</sup> win	\$15,000
Round 6	2 Teams	6 <sup>th</sup> win	\$18,000

Maximum possible bonus \$63,000.00.

6. Conference Coach of the Year = \$2,460.
7. To ensure Coach's participation in annual women's soccer summer camp, Coach may take as supplemental compensation all revenues net of ISU's expenses, or elect to add net revenues to program budget.

Maximum potential annual compensation (base salary and supplemental compensation not including summer camp revenues) is \$136,840.40. The position is funded by state appropriated funds.

**ATTACHMENTS**

Attachment 1	Employment Agreement	Page 5
Attachment 2	Employment Agreement - Redline 2013 to 2015	Page 17
Attachment 3	Employment Agreement - Redline to Model Contract	Page 31
Attachment 4	Soccer APR Scores	Page 47

**STAFF AND COMMENTS AND RECOMMENDATIONS**

The maximum academic incentive pay is \$1,000, which exceeds the athletic incentive pay for a conference championship. The Board has historically looked

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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APR rating for ISU women's soccer has exceeded 970 for three of the last four years.

If the coach terminates early without cause, she would be required to pay liquidated damages as follows:

Year 1 (January 21, 2016 – January 25, 2017) = \$25,000

Year 2 (January 26, 2017 – January 25, 2018) = \$20,000

Year 3 (January 26, 2018 – end of 2018 season) = \$10,000

The proposed employment agreement is in substantial conformance with the Board's model contract.

The Athletic Committee will provide its recommendation to the Board at the June Board meeting.

**BOARD ACTION**

I move to approve the request by Idaho State University to extend the multi-year employment agreement with Allison Gibson, Head Women's Soccer Coach, for a term commencing January 19, 2016 and terminating January 19, 2019 at a base salary of \$65,894 and supplemental compensation provisions in substantial conformance with the terms of the agreement set forth in Attachment 1.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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**EMPLOYMENT AGREEMENT**

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

**ARTICLE 1**

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

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.8 shall cease.

**ARTICLE 2**

2.1. Term. This Agreement is for a fixed-term appointment of three ( 3 ) years, commencing on January 21, 2016 and terminating, without further notice to Coach, on January 20, 2019 unless sooner terminated in accordance with other provisions of this Agreement.

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

**ARTICLE 3**

3.1 Regular Compensation.

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

- a) An annual salary of \$65,894.00 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University’s Board of Trustees);
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University’s Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

**3.2 Supplemental Compensation**

3.2.1. Each year the Team is the regular season conference champion or co-champion, and if Coach continues to be employed as University's head Women’s Soccer coach as of the ensuing January 5th, the University shall pay to Coach supplemental compensation in an amount equal to two week’s pay ( $2/52 \times \text{Annual Salary}$ ) of Coach’s Annual Salary during the fiscal year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2. Each year the Team wins the Big Sky conference tournament or obtains an NCAA Women’s Soccer Tournament berth, and if Coach continues to be employed as University's head Women’s Soccer coach as of the ensuing January 5th, the University shall pay to Coach supplemental compensation in an amount equal to two week’s pay ( $2/52 \times \text{Annual Salary}$ ) of Coach’s Annual Salary during the fiscal year in which the post-season participation are achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3. Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$1,000 based on the academic achievement and behavior of Team members, if Coach continues to be employed as University's head Women’s Soccer coach as of the ensuing January 5th. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director and approved by the University’s Board of Trustees. The determination shall be based on the following factors: the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere and the Team’s one-year APR score based on attainment of the following levels:

Team APR Ranking	Maximum Incentive Pay
970-979	\$ 700.00
980-989	\$ 800.00



**BUSINESS AFFAIRS AND HUMAN RESOURCES**

**JUNE 18, 2015**

**ATTACHMENT 1**

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990-999	\$ 900.00
1,000	\$ 1,000.00

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

3.2.4 Each year Team achieves a single-year (two semesters) combined average GPA of 3.20 or higher, and if Coach continues to be employed as University head Women's Soccer coach as of the ensuing January 5th, Coach shall be eligible to receive supplemental compensation in the amount of \$1,500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5 Each year the Team advances in the NCAA Women's Soccer Tournament, and if Coach continues to be employed as University's head Women's Soccer coach as of the ensuing January 5th, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

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

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

3.2.6 Each year the Coach is named as the Conference Coach of the Year, and if Coach continues to be employed as University's head Women's Soccer coach as of the ensuing January 5th, the University shall pay to Coach supplemental compensation in an amount equal to two week's pay ( $2/52 \times$  Annual Salary) of Coach's Annual Salary during the fiscal year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7 Coach agrees that the University has the exclusive right to operate youth Women's Soccer camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's women's basketball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer women's soccer camps, the University shall pay Coach any net revenues resulting from the camp per year as supplemental compensation during each year of her employment as head Women's Soccer coach at the University, or, at Coach's option, to be exercised no later than May 1 of each year, direct

those net revenues as an enhancement to the Women's Soccer program budget at the University. This amount shall be paid within 30 days after all camp bills have been paid.

3.2.8 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University has entered or may enter into agreements with suppliers to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with the supplier concerning product design or performance, shall act as an instructor at a clinic sponsored in whole or in part by the supplier, or give a lecture at an event sponsored in whole or in part by the supplier, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder her duties and obligations as head Women's Soccer coach. In order to avoid entering into an agreement with a competitor of the supplier, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including those produced by the University's supplier, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

#### ARTICLE 4

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

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Trustees of the Idaho State University Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) the ISU Policies and Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Big Sky Conference of which the University is a member.

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

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

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

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

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

**ARTICLE 5**

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

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

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

- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

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

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

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

## 5.2 Termination of Coach for Convenience of University.

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the

regular paydays of University until the term of this Agreement ends; provided, however, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deduction according to law. In addition, Coach will be entitled to continue her health insurance plan and group life insurance as if she remained a University employee until the term of this Agreement ends or until Coach obtains employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to her by University after the date she obtains other employment, to which she is not entitled under this provision.

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

### 5.3 Termination by Coach for Convenience.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for her convenience she shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before January 25, 2017, the sum of \$25,000.00; (b) if the Agreement is terminated between January 26, 2017 and January 25, 2018 inclusive, the sum of \$20,000.00; (c) if the Agreement is terminated between January 26, 2018 and the end of the 2018 soccer season, the sum of \$10,000. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

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

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

#### 5.4 Termination due to Disability or Death of Coach.

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

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

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

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

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

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

5.8 Coach agrees that in the event of a termination of this Agreement pursuant to this Article 5, the University may, at its sole option, require Coach to take any or all of her accrued unused vacation days, if any, prior to the effective date of the termination.

**ARTICLE 6**

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

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



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

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

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

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

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

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

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

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

the University: Director of Athletics

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

with a copy to: President

Arthur Vailas  
921 S. 8<sup>th</sup> Ave. Stop 8310

Pocatello, ID 83209-8310

the Coach: Allison Gibson  
Last known address on file with  
University's Human Resource Services

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

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

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

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

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

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

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

IDAHO STATE UNIVERSITY

COACH

\_\_\_\_\_  
Arthur C. Vailas, President                      Date

\_\_\_\_\_  
Allison Gibson    Date

~~(MODEL ATHLETICS CONTRACT)~~

EMPLOYMENT AGREEMENT

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

ARTICLE 1

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

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.68 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of three ( 3 ) years, commencing on January 21, ~~2013~~2016 and terminating, without further notice to Coach, on January ~~21, 2016~~20, 2019 unless sooner terminated in accordance with other provisions of this Agreement.

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

ARTICLE 3

3.1 Regular Compensation.

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

- a) An annual salary of \$~~60,278~~65,894.00 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees);
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

### 3.2 Supplemental Compensation

3.2.1. Each year the Team is the regular season conference champion or co-champion, and if Coach continues to be employed as University's head Women's Soccer coach as of the ensuing January 5th, the University shall pay to Coach supplemental compensation in an amount equal to two week's pay ( $2/52 \times$  Annual Salary) of Coach's Annual Salary during the fiscal year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2. Each year the Team ~~either~~ wins the Big Sky ~~Conference~~conference tournament or obtains an NCAA Women's Soccer Tournament berth, and if Coach continues to be employed as University's head Women's Soccer coach as of the ensuing January 5th, the University shall pay to Coach supplemental compensation in an amount equal to two week's pay ( $2/52 \times$  Annual Salary) of Coach's Annual Salary during the fiscal year in which the post-season participation are achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3. Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$~~51,000-00~~ based on the academic achievement and behavior of Team members, if Coach continues to be employed as University's head Women's Soccer coach as of the ensuing January 5th. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director: and approved by the University's Board of Trustees. The determination shall be based on the following factors: the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere and the Team's ~~four~~one-year APR national rankings~~score~~ based on attainment of the following levels:

Team APR Ranking _____	_____	Maximum Incentive
Pay		
50%-59%	\$	3,000.00
60%-69%	\$	3,500.00
70%-79%	\$	4,000.00
80%-89%	\$	4,500.00
90%-100%	\$	5,000.00
970-979	\$	700.00
980-989	\$	800.00
990-999	\$	900.00
1,000	\$	1,000.00

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

3.2.4

3.2.4 Each year Team achieves a single-year (two semesters) combined average GPA of 3.20 or higher, and if Coach continues to be employed as University head Women's Soccer coach as of the ensuing January 5th, Coach shall be eligible to receive supplemental compensation in the amount of \$1,500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5 Each year the Team advances in the NCAA Women's Soccer Tournament, and if Coach continues to be employed as University's head Women's Soccer coach as of the ensuing January ~~1st~~5th, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

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

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

3.2.56 Each year the Coach is named as the Conference Coach of the Year, and if Coach continues to be employed as University's head Women's Soccer coach as of the ensuing January 5th, the University shall pay to Coach supplemental compensation in an amount equal to two week's pay (2/52 x Annual Salary) of Coach's Annual Salary during the fiscal year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6 ~~(SUMMER CAMP OPERATED BY UNIVERSITY)~~ Coach agrees that the University has the exclusive right to operate youth Women's Soccer camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's women's basketball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer women's soccer camps, the University shall pay Coach any net revenues resulting from the camp per year as supplemental compensation during each year of her employment as head Women's Soccer coach at the University, or, at Coach's option, to be exercised no later than May 1 of each year, direct those net revenues as an enhancement to the Women's Soccer program budget at the University. This amount shall be paid within 30 days after all camp bills have been paid.

3.2.78 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University ~~is negotiating or~~ has entered or may enter into an agreement/agreements with Nikesuppliers to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with ~~appropriate parties~~ the supplier concerning ~~a Nike product's~~ product design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Nike ~~the~~ supplier, or give a lecture at an event sponsored in whole or in part by Nike ~~the~~ supplier, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder her duties and obligations as head Women's Soccer coach. In order to avoid entering into an agreement with a competitor of Nike ~~the~~ supplier, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Nike ~~those produced by the~~ University's supplier, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

ARTICLE 4

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

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Trustees of the Idaho State University Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) the ISU Policies and Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Big Sky Conference of which the University is a member.

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

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and

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

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

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

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

## ARTICLE 5

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

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

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing



board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or member institution;

- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

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

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

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

5.2 Termination of Coach for Convenience of University.

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends; provided, however, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deduction according to law. In addition, Coach will be entitled to continue her health insurance plan and group life insurance as if she remained a University employee until the term of this Agreement ends or until Coach obtains employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to her by University after the date she obtains other employment, to which she is not entitled under this provision.

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

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for her convenience she shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before January 25, ~~2014~~2017, the sum of \$25,000.00; (b) if the Agreement is terminated between January 26, ~~2014~~2017 and January 25, ~~2015~~2018 inclusive, the sum of \$20,000.00; (c) if the Agreement is terminated between January 26, ~~2015~~2018 and ~~January 25, 2016 inclusive~~the end of the 2018 soccer season, the sum of \$10,000. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

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

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

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the

University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

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

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

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

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

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

5.8 Coach agrees that in the event of a termination of this Agreement pursuant to this Article 5, the University may, at its sole option, require Coach to take any or all of her accrued unused vacation days, if any, prior to the effective date of the termination.

**ARTICLE 6**

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

compensation is paid; and the Board of Trustees and University's rules regarding financial exigency.

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

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

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

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

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

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

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

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

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

the University: Director of Athletics

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

with a copy to: President

Arthur Vailas  
921 S. 8<sup>th</sup> Ave. Stop 8310  
Pocatello, ID 83209-8310

the Coach:

Allison Gibson  
Last known address on file with  
University's Human Resource Services

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

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

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

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

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

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

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

IDAHO STATE UNIVERSITY

COACH

\_\_\_\_\_  
Arthur C. Vailas, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Allison Gibson

\_\_\_\_\_  
Date

~~Approved by the Board of Trustees on the 5th day of March, 2013.~~

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~~(MODEL ATHLETICS CONTRACT)~~

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between \_\_\_\_\_~~(Idaho State~~ University (~~College~~);University) and \_\_\_\_\_Allison Gibson (Coach).

ARTICLE 1

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

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the ~~University (College)'s~~University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University ~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University ~~(College)~~ other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through ~~(Depending on supplemental pay provisions used)~~ 3.2.8 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of \_\_\_\_\_ (~~—three (3)~~) years, commencing on \_\_\_\_\_January 21, 2016 and terminating, without further notice to Coach, on \_\_\_\_\_January 20, 2019 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University ~~(College)~~ and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of ~~the University's~~ the University's Board of ~~Education—Trustees.~~ This Agreement in no way grants to Coach a claim to tenure in

employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University ~~(College)~~.

ARTICLE 3

3.1 Regular Compensation.

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

- a) An annual salary of \$ ~~\_\_\_\_\_~~ \$65,894.00 per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, and such salary increases as may be determined appropriate by the Director and ~~Chief executive officer~~ President and approved by the ~~University (College)'s~~ University's Board of ~~(Regents or Trustees)~~ \_\_\_\_\_;
- b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the ~~University (College)'s~~ University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the regular season conference champion or co-champion ~~and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post season tournament or post season playoffs)~~, and if Coach continues to be employed as ~~University (College)'s~~ University's head ~~(Sport) Women's Soccer~~ coach as of the ensuing ~~July 1st~~ January 5th, the University ~~(College)~~ shall pay to Coach supplemental compensation in an amount equal to ~~(amount or computation) of two week's pay (2/52 x Annual Salary)~~ of Coach's Annual Salary during the fiscal year in which the championship ~~and (bowl or other post season) eligibility are~~ is achieved. The University ~~(College)~~ shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

~~3.2.2~~

~~3.2.2.~~ Each year the Team ~~is ranked in~~ wins the ~~top 25 in the (national rankings of sport's division) Big Sky conference tournament or obtains an NCAA Women's Soccer Tournament berth~~, and if Coach continues to be employed as ~~University (College)'s~~ University's head ~~(Sport) Women's Soccer~~ coach as of the ensuing July

~~1st January 5th~~, the University (~~College~~) shall pay ~~to~~ Coach supplemental compensation in an amount equal to ~~(amount or computation)~~ of Coach's ~~two week's pay (2/52 x Annual Salary in effect on)~~ of Coach's Annual Salary during the fiscal year in which the ~~date of the final post-season participation are achieved~~. The University (~~College~~) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

~~3.2.3. 3.2.3~~—Each year Coach shall be eligible to receive supplemental compensation in an amount up to ~~(amount or computation)~~ \$1,000 based on the academic achievement and behavior of Team members, ~~if Coach continues to be employed as University's head Women's Soccer coach as of the ensuing January 5th~~. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the ~~Chief executive officer~~ President in consultation with the Director, ~~and approved by the University's Board of Trustees~~. The determination shall be based on the following factors: the ~~Academic Progress Rate set by the Board, grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students;~~ the conduct of Team members on the University (~~College~~) campus, at authorized University (~~College~~) activities, in the community, and elsewhere, ~~and the Team's one-year APR score based on attainment of the following levels:~~

<u>Team APR Ranking</u>	<u>Maximum Incentive Pay</u>
<u>970-979</u>	<u>\$ 700.00</u>
<u>980-989</u>	<u>\$ 800.00</u>
<u>990-999</u>	<u>\$ 900.00</u>
<u>1,000</u>	<u>\$ 1,000.00</u>

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

~~3.2.4~~— Each year ~~Team achieves a single-year (two semesters) combined average GPA of 3.20 or higher, and if Coach continues to be employed as University head Women's Soccer coach as of the ensuing January 5th~~, Coach shall be eligible to receive supplemental compensation in ~~an amount up to (amount or computation)~~ based on ~~the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the Chief executive officer wishes to consider.~~ the amount of \$1,500. The ~~determination of whether Coach will receive~~ University shall determine the appropriate manner in which it shall ~~pay Coach any such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief executive officer in consultation with the Director.~~

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

~~3.2.6 **(SUMMER CAMP—OPERATED BY UNIVERSITY (COLLEGE))** Coach agrees that the University (College)~~

~~3.2.5 Each year the Team advances in the NCAA Women's Soccer Tournament, and if Coach continues to be employed as University's head Women's Soccer coach as of the ensuing January 5th, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

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

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

~~3.2.6 Each year the Coach is named as the Conference Coach of the Year, and if Coach continues to be employed as University's head Women's Soccer coach as of the ensuing January 5th, the University shall pay to Coach supplemental compensation in an amount equal to two week's pay (2/52 x Annual Salary) of Coach's Annual Salary during the fiscal year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

3.2.7 ~~Coach agrees that the University~~ has the exclusive right to operate youth ~~(Sport) Women's Soccer~~ camps on its campus using University ~~(College)~~ facilities. The University ~~(College)~~ shall allow Coach the opportunity to earn supplemental compensation by assisting with the ~~University (College)'s~~ ~~University's~~ camps in Coach's capacity as a University ~~(College)~~ employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the ~~University (College)'s football~~ ~~University's women's basketball~~ camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the ~~University (College)'s~~ ~~University's~~ summer ~~football~~ ~~women's soccer~~ camps, ~~the University (College)~~ shall pay Coach ~~(amount)~~ ~~any net revenues resulting from the camp~~ per year as supplemental compensation during each year of ~~his~~ ~~her~~ employment as head ~~(Sport) Women's Soccer~~ coach at the University ~~(College)~~, ~~or, at Coach's option, to be exercised no later than May 1 of each year, direct those net revenues as an enhancement to the Women's Soccer program budget at the University.~~ This amount shall be paid ~~(terms of payment)~~ ~~within 30 days after all camp bills have been paid.~~

~~(SUMMER CAMP—OPERATED BY COACH)~~ ~~Coach may operate a summer youth (Sport) camp at the University (College) under the following conditions:~~

- ~~a) The summer youth camp operation reflects positively on the University (College) and the Department;~~
- ~~b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;~~
- ~~c) Assistant coaches at the University (College) are given priority when the Coach or the private enterprise selects coaches to participate;~~
- ~~d) The Coach complies with all NCAA (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;~~
- ~~e) The Coach or the private enterprise enters into a contract with University (College) and \_\_\_\_\_ (campus concessionaire) for all campus goods and services required by the camp.~~
- ~~f) The Coach or private enterprise pays for use of University (College) facilities including the \_\_\_\_\_.~~
- ~~g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary~~

~~"Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.~~

- ~~h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff \$1 million; (2) catastrophic coverage: camper and staff \$1 million maximum coverage with \$100 deductible;~~
- ~~i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University (College) against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)~~
- ~~j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University (College) while engaged in camp activities. The Coach and all other University (College) employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws~~

~~In the event of termination of this Agreement, suspension, or reassignment, University (College) shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University (College) shall be released from all obligations relating thereto.~~

3.2.78 Coach agrees that the University ~~(College)~~ has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University ~~(College)~~. Coach recognizes that the University ~~(College)~~ is ~~negotiating or~~ has entered ~~or may enter~~ into ~~an agreement~~ ~~agreements~~ with ~~—(Company Name)—suppliers~~ to supply the University ~~(College)~~ with athletic footwear, apparel and/or equipment. Coach agrees that, upon the ~~University (College)'s~~ ~~University's~~ reasonable request, Coach will consult with ~~appropriate parties~~ ~~the supplier~~ concerning ~~an —(Company Name) product's~~ ~~product~~ design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~—(Company Name)—the supplier~~, or give a lecture at an event sponsored in whole or in part by ~~—(Company Name)—the supplier~~, or make other educationally-related

appearances as may be reasonably requested by the University ~~(College)~~. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his/her duties and obligations as head ~~—(Sport)—Women's Soccer~~ coach. In order to avoid entering into an agreement with a competitor of ~~—(Company Name)—the supplier~~, Coach shall submit all outside consulting agreements to the University ~~(College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including ~~—(Company Name); those produced by the University's supplier~~, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

#### ARTICLE 4

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

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University ~~(College)~~,<sup>2</sup> the ~~University (College)'s~~ University's governing board, the conference, and the NCAA ~~(or NAIA)~~;<sup>2</sup> supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the ~~University (College)'s~~ University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations.

Coach shall cooperate fully with the University ~~(College)~~ and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of ~~Regents Trustees~~ of the ~~Idaho State University of Idaho~~ Governing Policies and Procedures and Rule Manual; (b) ~~University (College)'s~~ ~~University's~~ Handbook; (c) ~~University (College)'s Administrative~~ ~~the ISU Policies and~~ Procedures Manual; (d) the policies of the Department; (e) NCAA ~~(or NAIA)~~ rules and regulations; and (f) the rules and regulations of the ~~—(Sport) conference~~ ~~Big Sky Conference~~ of which the University ~~(College)~~ is a member.

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

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

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

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



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

ARTICLE 5

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

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

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

University ~~(College)~~, the ~~University (College)'s~~ University's governing board, the conference, or the NCAA ~~(NAIA)~~;

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

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

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

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

5.2 Termination of Coach for Convenience of University ~~(College)~~.

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

5.2.2 In the event that University ~~(College)~~ terminates this Agreement for its own convenience, University ~~(College)~~ shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University ~~(College)~~ until the term of this Agreement ends ~~or until Coach obtains reasonably comparable employment, whichever occurs first,~~ provided, however, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation ~~deductions~~ deduction according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University ~~(College)~~ employee until the term of this Agreement ends or until Coach obtains ~~reasonably comparable~~ employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to ~~him~~ her by University after the date he obtains other employment, to which he is not entitled under this provision.

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

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his/her convenience heshe shall pay to the University ~~(College)~~, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: \_\_\_\_\_; (a) if the Agreement is terminated on or before January 25, 2017, the sum of \$25,000.00; (b) if the Agreement is terminated between January 26, 2017 and January 25, 2018 inclusive, the sum of \$20,000.00; (c) if the Agreement is terminated between January 26, 2018 and the end of the 2018 soccer season, the sum of \$10,000. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

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

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

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

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

5.87 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University ~~(College)~~ employees, if the University ~~(College)~~ suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University ~~(College)~~ from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the Idaho State University Governing Policies and Procedures, IDAPA 08.01.01 et seq., and the University (College) Faculty Staff Handbook, and Rule Manual, and the ISU Policies and Procedures Manual.

5.8 Coach agrees that in the event of a termination of this Agreement pursuant to this Article 5, the University may, at its sole option, require Coach to take any or all of her accrued unused vacation days, if any, prior to the effective date of the termination.

ARTICLE 6

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

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

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

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

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

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

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

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the

reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

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

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

the University ~~(College)~~: \_\_\_\_\_ Director of Athletics

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Jeffrey K. Tingey  
921 S. 8<sup>th</sup> Ave. Stop 8173  
Pocatello, ID 83209-8173

with a copy to: \_\_\_\_\_ ~~Chief executive officer~~ President  
\_\_\_\_\_  
\_\_\_\_\_  
Arthur Vailas  
921 S. 8<sup>th</sup> Ave. Stop 8310

\_\_\_\_\_  
Pocatello, ID 83209-8310

the Coach: \_\_\_\_\_ Allison Gibson  
Last known address on file with  
University (College)'sUniversity's Human Resource Services

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

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

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

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

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

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

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

IDAHO STATE UNIVERSITY (COLLEGE)  
COACH

\_\_\_\_\_, ~~Chief executive officer~~ Arthur C. Vailas, President Date \_\_\_\_\_  
\_\_\_\_\_Allison Gibson Date \_\_\_\_\_

Approved by the Board of (Regents or Trustees) on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.



**IDAHO STATE UNIVERSITY**

Women's Soccer APR History and National Percentile Rank

**SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES**

	2009-10	2010-11	2011-12	2012-13
<b>Women's Soccer</b>	976	979	968	1000
<i>National % Rank by Sport</i>	<i>30-40</i>	<i>10-20</i>	<i>20-30</i>	<i>30-40</i>

<b>REPORT YEAR</b>
Raw Score for single year
<i>Percentile Rank for Sport</i>

**MULTI-YEAR (4-Year Rolling Average)**

<b>Women's Soccer</b>	975	967	972	981
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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Multi-year contract for Women's Volleyball Team Head Coach.

**REFERENCE**

August 2005	The Idaho State Board of Education (Board) approved an employment agreement with Debbie Buchanan, Head Women's Volleyball Coach
April 2010	The Board approved a new 5-year employment agreement with Coach Buchanan

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures Section II.H.1.

**DISCUSSION**

The University of Idaho (UI) requests Regents' approval to extend the employment of the Women's Volleyball Team Head Coach, Debbie Buchanan. Attachment 1 to these materials shows the specific changes in terms from the current contract.

The UI is submitting the attached multi-year contract (Attachment 2) to the Regents for approval. The primary compensation terms of the agreement are set forth below. The entire contract and a redlined version showing changes from the Board model contract are contained in Attachments 2 and 3 respectively.

Coach's current contract approved on April 22, 2010 has an expiration date of July 31, 2015 and the proposed contract will extend for five additional years. Attachment 4 sets out the accomplishments of Coach Buchanan in support of an extended term of the contract.

**IMPACT**

The extended term of the employment contract runs through July 31, 2020.

The annual base salary is \$88,129.60 a \$5,096 increase over the previous contract. Coach is eligible for university-wide employee compensation increases.

Annual media payments are \$15,000.

Coach is entitled to receive the following incentive/supplemental compensation:

1. Conference champions or co-champion or team becomes eligible for the NCAA tournament – 1/13<sup>th</sup> of annual salary.
2. Team ranked in the top 25 in any published national final poll – 1/13<sup>th</sup> of annual salary.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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3. Conference Coach of the Year = \$4,000.
4. Academic achievement and behavior of team based on APR national score exceeding 960 - \$1,500. Additionally, if the team four (4) year APR is in the 95<sup>th</sup> percentile - \$5,000.

Maximum potential annual compensation (base salary, media payment and estimated maximum potential) is \$127,188.

Coach may participate in youth volleyball camps as follows:

- Remaining income from any university operated camp, less \$500, after all claims, insurance, and expenses of camp have been paid, OR
- In the event university elects not to operate a camp, coach may do so within Board guidelines for such camps.

**ATTACHMENTS**

Attachment 1 Employment Contract – clean	Page 5
Attachment 2 Material revisions from 2010 contract	Page 19
Attachment 3 Employment Contract comparison to Model Contract	Page 23
Attachment 4 Coach Buchanan accomplishment summary	Page 41
Attachment 5 APR Data	Page 42

**STAFF COMMENTS AND RECOMMENDATIONS**

The academic incentive payment is \$1,500, and an additional \$5,000 can be earned if the team four (4) year APR is in the 95<sup>th</sup> percentile. These combined amounts still fall below the athletic incentive pay for a conference championship. The Board has historically looked favorably on academic incentives in excess of a conference championship. It should also be noted that for the last five (5) years the annual APR rating has exceeded 960, so the academic achievement incentive is not much of a stretch goal for the coach.

If the coach terminates early without cause, she would be required to pay liquidated damages as follows:

- Year 1 (August 1, 2015 – August 1, 2016) = \$25,000
- Year 2 (August 2, 2016 – August 1, 2017) = \$20,000
- Year 3 (August 2, 2017 – August 1, 2018) = \$15,000
- Year 4 (August 2, 2018 – August 1, 2019) = \$10,000

The proposed employment agreement is in substantial conformance with the Board's model contract.

The Athletic Committee will provide its recommendation to the Board at the June Board meeting.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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**BOARD ACTION**

I move to approve the University of Idaho's multi-year employment contract with Debbie Buchanan, Women's Basketball Team Head Coach for a term effective August 1, 2015 and extending through July 31, 2020, in substantial conformance to the form submitted to the Board in Attachment 2.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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**EMPLOYMENT AGREEMENT (Review Draft)**

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Debbie Buchanan (Coach).

**ARTICLE 1**

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

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.7 shall cease.

**ARTICLE 2**

2.1. Term. This Agreement is for a fixed-term appointment of five ( 5 ) years, commencing on August 1, 2015 and terminating, without further notice to Coach, on July 31, 2020, unless sooner terminated in accordance with other provisions of this Agreement.

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

**ARTICLE 3**

3.1 Regular Compensation.

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

- a) An annual salary of \$88,129.60 per year, payable in biweekly installments in accordance with normal University procedures. Coach will be eligible to receive University-wide changes in employee compensation approved by the Director and President;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, except that in accordance with RGP II.H.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

### 3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for the NCAA tournament pursuant to NCAA Division I guidelines, and if Coach continues to be employed as University's head volleyball coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary during the fiscal year in which the championship and NCAA tournament eligibility are achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team is ranked in the top 25 in any published national final poll of intercollegiate volleyball teams and if Coach continues to be employed as University's head volleyball coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary in effect on the date of the final poll. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Coach shall be eligible to receive supplemental compensation each year based on the academic achievement and behavior of Team members. If the Team's annual Academic Progress Rate ("APR") exceeds 960, and if Coach continues to be employed as University's head volleyball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$1,500. If the Team's cumulative four year APR is in the 95th percentile of national APR calculations for women's volleyball and if Coach continues to be employed as University's head volleyball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$5,000. Any such supplemental compensation paid to Coach shall be accompanied with a justification for the supplemental compensation based on the factors listed above, and such justification shall be separately reported to the Board of Regents as a document available to the



public under the Idaho Public Records Act. The determination shall also be based on the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere.

3.2.4 Each year Coach is named Conference Coach of the Year, and if Coach continues to be employed as University's head women's volleyball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$4,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5 The Coach shall receive the sum of \$15,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Each year, one-half of this sum shall be paid prior to the first regular season volleyball game, and one-half shall be paid no later than two weeks after the last regular season volleyball game or post season match, whichever occurs later. Coach's right to receive the second half of such payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, and is contingent upon Coach's continued employment as of that date. Coach's right to receive any such media payment under this Paragraph is expressly contingent upon the following: (1) academic achievement and behavior of Team members; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; and (3) Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to her duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide her services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.6 Coach agrees that the University has the exclusive right to operate youth volleyball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's youth volleyball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's youth volleyball camps, the University shall pay Coach the remaining income from the youth volleyball camps, less \$500, after all claims, insurance, and expenses of such camps have been paid.

Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth volleyball camps for a particular period of time during the term of this

Agreement, then, during such time period, Coach shall be permitted to operate youth volleyball camps on the University's campus and using its facilities under the following terms and conditions:  
:

- a) The summer youth camp operation reflects positively on the University of Idaho and the Department;
- b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University of Idaho personnel, equipment, or facilities without the prior written approval of the Director;
- c) Assistant coaches at the University of Idaho are given priority when the Coach or the private enterprise selects coaches to participate;
- d) The Coach complies with all NCAA, Conference, and University of Idaho rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- e) The Coach or the private enterprise enters into a contract with University of Idaho and Sodexho for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for use of University of Idaho facilities; such rate to be set at the rate charged as if the camp were conducted by the University.
- g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.
- h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible.
- i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University of Idaho against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s).

- j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University of Idaho while engaged in camp activities. The Coach and all other University of Idaho employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws.

In the event of termination of this Agreement, suspension, or reassignment, University of Idaho shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University of Idaho shall be released from all obligations relating thereto.

3.2.7 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University negotiating or has entered into an agreement with Nike to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning Nike product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Nike, or give a lecture at an event sponsored in whole or in part by Nike, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder her duties and obligations as head volleyball coach. In order to avoid entering into an agreement with a competitor of Nike, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Nike, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

ARTICLE 4

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

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Faculty Staff Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the volleyball conference of which the University is a member.

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

4.3. NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall provide a written detailed account of the source and amount of all such income and benefits to the University's President whenever reasonably

requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. Sources of such income include, but are not limited to, the following:

- (a) Income from annuities;
- (b) Sports camps;
- (c) Housing benefits, including preferential housing arrangements;
- (d) Country club memberships;
- (e) Complimentary ticket sales;
- (f) Television and radio programs; and
- (g) Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

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

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

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

**ARTICLE 5**

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations, including but not limited to the University's Faculty-Staff Handbook, Policies and Procedures of the Regents of the University, and the University's Administrative Procedures Manual.

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

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

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

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

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

## 5.2 Termination of Coach for Convenience of University.

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends, provided however, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue her health insurance plan and group life insurance as if she remained a University employee until the term of this Agreement ends or until Coach obtains any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair

value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to her by University after the date she obtains other employment, to which she is not entitled under this provision.

5.2.3 University has been represented by legal counsel, and coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to her employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

### 5.3 Termination by Coach for Convenience.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for her convenience she shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before August 1, 2016, the sum of \$25,000.00; (b) if the Agreement is terminated between August 2, 2016 and August 1, 2017 inclusive, the sum of \$20,000.00; (c) if the Agreement is terminated between August 2, 2017 and August 1, 2018 inclusive, the sum of \$15,000.00; (d) if the Agreement is terminated between August 2, 2018 and August 1, 2019 inclusive, the sum of \$10,000; (e) if the Agreement is terminated between August 2, 2019 and July 31, 2020 inclusive, the sum of \$0. The applicable sum shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 University has been represented by legal counsel, and Coach has either been



represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, she shall forfeit her right to receive all supplemental compensation and other payments unpaid as of the date Coach gives notice of termination, unless Coach's right to receive those payments has vested pursuant to the terms of this Agreement.

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

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

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

#### ARTICLE 6

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

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

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

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

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

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

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

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

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

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

the University:                    Director of Athletics  
University of Idaho  
P.O. Box 442302  
Moscow, Idaho 83844-2302

with a copy to:                 President  
University of Idaho  
P.O. Box 443151  
Moscow, ID 83844-3151

the Coach:                        Debbie Buchanan  
Last known address on file with  
University's Human Resource Services

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

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

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

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

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

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

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

UNIVERSITY

COACH

\_\_\_\_\_  
Chuck Staben President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Debbie Buchanan,

\_\_\_\_\_  
Date

Approved by the Board of Regents on the \_\_\_\_ day of \_\_\_\_\_, 2015.

Buchanan Renewal Contract  
Material Changes in Terms from 2010 Approved Contract

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five ( 5 ) years, commencing on August 1, ~~2010~~2015 and terminating, without further notice to Coach, on July 31, ~~2015~~,2020, unless sooner terminated in accordance with other provisions of this Agreement.

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

- a) An annual salary of ~~\$83033.60~~88,129.60 per year, payable in biweekly installments in accordance with normal University procedures. Coach will be eligible to receive University-wide changes in employee compensation approved by the Director and President;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, except that in accordance with RGP ILH.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director; and

## ARTICLE 3

3.2.3 ~~Each year~~ Coach shall be eligible to receive supplemental compensation each year based on the academic achievement and behavior of Team members ~~if the Team's cumulative APR ranks nationally within the applicable sport above the 50th percentile as follows:~~

~~National rank within sport~~

~~50th-60th % = \$2,000~~

~~60th-70th % = \$3,000~~

~~70th-80th % = \$4,000~~

~~80th % or above = \$5,000.~~ If the Team's annual Academic Progress Rate ("APR") exceeds 960, and if Coach continues to be employed as University's head volleyball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$1,500. If the Team's cumulative four year APR is in the 95th percentile of national APR calculations for women's volleyball and if Coach continues to be employed as University's head volleyball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$5,000. Any such supplemental compensation paid to Coach shall be accompanied with a justification for the supplemental compensation based on the factors listed above, and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act. The determination shall also be based on the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere.

## ARTICLE 5

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for her convenience she shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before August 1, ~~2011,2016~~, the sum of ~~\$5,000.00~~25,000.00; (b) if the Agreement is terminated between August 2, ~~2011~~2016 and August 1, ~~2012~~2017 inclusive, the sum of ~~\$4,000.00~~20,000.00; (c) if the Agreement is terminated between August 2, ~~2012~~2017 and August 1, ~~2013~~2018 inclusive, the sum of ~~\$3,000.00~~15,000.00; (d) if the Agreement is terminated between August 2, ~~2013~~2018 and August 1, ~~2014~~2019 inclusive, the sum of ~~\$2,000.~~10,000.; (e) if the Agreement is terminated between August 2, 2019 and July 31, 2020 inclusive, the sum of

§0. The applicable sum shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

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~~(MODEL ATHLETICS CONTRACT 2014-06)~~

EMPLOYMENT AGREEMENT (Review Draft)

This Employment Agreement (Agreement) is entered into by and between \_\_\_\_\_ ~~(the University (College) of Idaho (University))~~, and \_\_\_\_\_ Debbie Buchanan (Coach).

ARTICLE 1

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

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University ~~(College)~~'s athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University ~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University ~~(College)~~ other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through ~~(Depending on supplemental pay provisions used)~~ 3.2.7 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~\_\_\_\_\_~~ five (5) years, commencing on ~~\_\_\_\_\_~~ August 1, 2015 and terminating, without further notice to Coach, on ~~\_\_\_\_\_~~ July 31, 2020, unless sooner terminated in accordance with other provisions of this Agreement.

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

ARTICLE 3

3.1 Regular Compensation.

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

- a) An annual salary of \$ ~~\_\_\_\_\_~~ 88,129.60 per year, payable in biweekly installments in accordance with normal University ~~(College) procedures, and such salary increases as may be determined appropriate~~ procedures. Coach will be eligible to receive University-wide changes in employee compensation approved by the Director and President ~~and approved by the University (College)'s Board of (Regents or Trustees) \_\_\_\_\_~~;
- b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees, except that in accordance with RGP II.H.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director; and
- c) The opportunity to receive such employee benefits as the University ~~(College)~~'s Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for ~~a (bowl game) the NCAA tournament pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs~~, and if Coach continues to be employed as University ~~(College)~~'s head ~~(Sport) volleyball~~ coach as of the ensuing July 1st, the University ~~(College)~~ shall pay to Coach supplemental compensation in an amount equal to ~~(amount or computation) \_\_\_\_\_~~ one-thirteenth (1/13) of Coach's Annual Salary during the fiscal year in which the championship and ~~(bowl or other post-season) NCAA tournament~~ eligibility are achieved. The University ~~(College)~~ shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team is ranked in the top 25 in ~~the (any published national rankings, such as final ESPN/USA Today coaches poll of Division IA football; intercollegiate volleyball teams)~~, and if Coach continues to be employed as University ~~(College)~~'s head ~~(Sport) volleyball~~ coach as of the ensuing July 1st, the University ~~(College)~~ shall pay Coach supplemental compensation in an amount equal to ~~(amount or computation) one-thirteenth (1/13)~~ of Coach's Annual Salary in effect on the date of the final poll. The University ~~(College)~~ shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 ~~Each year~~ Coach shall be eligible to receive supplemental compensation ~~in an amount up to (amount or computation) each year~~ based on the academic achievement and behavior of Team members. ~~The determination of whether Coach will receive such~~ If the Team's annual Academic Progress Rate ("APR") exceeds 960, and if Coach continues to be employed as University's head volleyball coach as of the ensuing July 1st, Coach shall receive supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere. ~~of \$1,500. If the Team's cumulative four year APR is in the 95th percentile of national APR calculations for women's volleyball and if Coach continues to be employed as University's head volleyball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$5,000.~~ Any such supplemental compensation paid to Coach shall be accompanied with a ~~detailed~~ justification for the supplemental compensation based on the factors listed above, and such justification shall be separately reported to the Board of ~~(Regents or Trustees)~~ as a document available to the public under the Idaho Public Records Act. The determination shall also be based on the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere.

3.2.4 Each year Coach is named Conference Coach of the Year, and if Coach continues to be employed as University's head women's volleyball coach as of the ensuing July 1st, Coach shall be eligible to receive supplemental compensation ~~in an amount up to (amount or computation) based on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether Coach will receive~~ of \$4,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation ~~and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director.~~

3.2.5 The Coach shall receive the sum of ~~-(amount or computation)-~~ \$15,000 from the University ~~(College)~~ or the University ~~(College)~~'s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). ~~Coach~~ Each year, one-half of this sum shall be paid prior to the first regular season volleyball game, and one-half shall be paid no later than two weeks after the last regular season volleyball game or post season match, whichever occurs later. Coach's right to receive the second half of such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. ~~This sum shall be paid (terms or conditions of payment) \_\_\_\_\_.~~ and is contingent upon Coach's continued employment as of that date. Coach's right to receive any such media payment under this Paragraph is expressly contingent upon the following: (1) academic achievement and behavior of Team members; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; and (3) Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to ~~his~~ her duties as an employee of University ~~(College)~~ are the property of the University ~~(College)~~. The University ~~(College)~~ shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University ~~(College)~~ in order for the Programs to be successful and agrees to provide ~~his~~ her services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University ~~(College)~~'s designated media outlets.

3.2.6 ~~(SUMMER CAMP OPERATED BY UNIVERSITY (COLLEGE))~~ Coach agrees that the University ~~(College)~~ has the exclusive right to operate youth ~~(Sport)-volleyball~~ camps on its campus using University ~~(College)~~ facilities. The University ~~(College)~~ shall allow Coach the opportunity to earn supplemental compensation by assisting with the University ~~(College)~~'s camps in Coach's capacity as a University ~~(College)~~ employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University ~~(College)~~'s ~~football's youth volleyball~~ camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University ~~(College)~~'s ~~summer football's youth volleyball~~ camps, the University ~~(College)~~ shall pay Coach ~~-(amount) per year as supplemental compensation during each year of his employment as head (Sport) coach at the University (College). This amount shall be paid (terms of payment) \_\_\_\_\_ the remaining~~

income from the youth volleyball camps, less \$500, after all claims, insurance, and expenses of such camps have been paid.

~~(SUMMER CAMP OPERATED BY COACH) Coach~~  
may Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth volleyball camps for a particular period of time during the term of this Agreement, then, during such time period, Coach shall be permitted to operate a ~~summer~~ youth ~~(Sport) camp at~~ volleyball camps on the University ~~(College)'s~~ campus and using its facilities under the following terms and conditions:

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- a) The summer youth camp operation reflects positively on the University ~~(College)~~ of Idaho and the Department;
- b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University ~~(College)~~ of Idaho personnel, equipment, or facilities without the prior written approval of the Director;
- c) Assistant coaches at the University ~~(College)~~ of Idaho are given priority when the Coach or the private enterprise selects coaches to participate;
- d) The Coach complies with all NCAA ~~(NAIA)~~, Conference, and University ~~(College)~~ of Idaho rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- e) The Coach or the private enterprise enters into a contract with University ~~(College) and~~ ~~(campus concessionaire)~~ of Idaho and Sodexo for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for use of University ~~(College) facilities including the~~ of Idaho facilities; such rate to be set at the rate charged as if the camp were conducted by the University.
- g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting

and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.

- h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible;.
- i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University ~~(College)~~of Idaho against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s).
- j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University ~~(College)~~of Idaho while engaged in camp activities. The Coach and all other University ~~(College)~~of Idaho employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws.

In the event of termination of this Agreement, suspension, or reassignment, University ~~(College)~~of Idaho shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University ~~(College)~~of Idaho shall be released from all obligations relating thereto.

3.2.7 Coach agrees that the University ~~(College)~~ has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University ~~(College)~~. Coach recognizes that the University ~~(College)~~ is negotiating or has entered into an agreement with ~~—(Company Name)—~~ Nike to supply the University ~~(College)~~ with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University ~~(College)~~'s reasonable request, Coach will consult with appropriate parties concerning an ~~—(Company Name)—~~ Nike product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~—(Company Name)—~~ Nike, or give a lecture at an event sponsored in whole or in part by ~~—(Company Name)—~~ Nike, or make other educationally-related appearances as may be reasonably requested by the

University ~~(College)~~. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder ~~his~~her duties and obligations as head ~~—(Sport)—volleyball~~ coach. In order to avoid entering into an agreement with a competitor of ~~—(Company Name)—Nike~~, Coach shall submit all outside consulting agreements to the University ~~(College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including ~~—(Company Name)Nike~~, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

#### ARTICLE 4

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

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

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

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

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

is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University ~~(College)~~ and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University ~~(College)~~'s Faculty Staff Handbook; (c) University ~~(College)~~'s Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA ~~(or NAIA)~~ rules and regulations; and (f) the rules and regulations of the ~~(Sport) volleyball~~ conference of which the University ~~(College)~~ is a member.

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

~~4.34.3.~~ NCAA ~~(or NAIA)~~ Rules. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the University ~~(College)~~'s President for all athletically related income and benefits from sources outside the University ~~(College)~~ and shall ~~report~~ provide a written detailed account of the source and amount of all such income and benefits to the University ~~(College)~~'s President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University ~~(College)~~-work day preceding June 30th. The report shall be in a format reasonably satisfactory to University ~~(College)~~. Sources of such income include, but are not limited to, the following:

- (a) Income from annuities;
- (b) Sports camps;
- (c) Housing benefits, including preferential housing arrangements;
- (d) Country club memberships;
- (e) Complimentary ticket sales;
- (f) Television and radio programs; and
- (g) Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University ~~(College)~~ booster club, University ~~(College)~~ alumni association, University ~~(College)~~ foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University ~~(College)~~.



~~(College)~~, the University ~~(College)~~'s governing board, the conference, or the NCAA ~~(or NAIA)~~.

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

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

~~4.7~~4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

## ARTICLE 5

5.1 Termination of Coach for Cause. The University ~~(College)~~ may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations, including but not limited to the University's Faculty-Staff Handbook, Policies and Procedures of the Regents of the University, and the University's Administrative Procedures Manual.

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

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University ~~(College)~~;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the

University ~~(College)~~'s governing board, the conference or the NCAA-~~(NAIA)~~, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;

- d) Ten (10) working days' absence of Coach from duty without the University ~~(College)~~'s consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University-~~(College)~~'s judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;
- f) The failure of Coach to represent the University-~~(College)~~ and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA-~~(NAIA)~~ or the University-~~(College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University-~~(College)~~, the University-~~(College)~~'s governing board, the conference, or the NCAA-~~(NAIA)~~;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University-~~(College)~~, the University-~~(College)~~'s governing board, the conference, or the NCAA-~~(NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University-~~(College)~~, the University-~~(College)~~'s governing board, the conference, or the NCAA-~~(NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

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

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

5.1.4 If found in violation of NCAA ~~(NAIA)~~ regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA ~~(NAIA)~~ enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations. This section applies to violations occurring at the University ~~(College)~~ or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University ~~(College)~~.

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

5.2.2 In the event that University ~~(College)~~ terminates this Agreement for its own convenience, University ~~(College)~~ shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University ~~(College)~~ until the term of this Agreement ends; provided, however, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation ~~deduction~~ deductions according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if heshe remained a University ~~(College)~~ employee until the term of this Agreement ends or until Coach obtains ~~employment or~~ any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to him by University after the date heshe obtains other employment, to which heshe is not entitled under this provision.

5.2.3 ~~The parties have both~~ University has been represented by legal counsel, and coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations ~~and~~. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University ~~(College)~~, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University ~~(College)~~ and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the

damages and injury suffered by Coach because of such termination by University-  
~~(College)~~. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any  
time, all obligations of the University-~~(College)~~ shall cease as of the effective date of the  
termination. If the Coach terminates this Agreement for ~~his~~her convenience ~~he~~she shall  
pay to the University-~~(College)~~, as liquidated damages and not a penalty, ~~the following~~  
~~sum: \_\_\_\_\_~~. ~~The liquidated damages for the breach of this~~  
~~Agreement the following sum: (a) if the Agreement is terminated on or before August 1,~~  
~~2016, the sum of \$25,000.00; (b) if the Agreement is terminated between August 2, 2016~~  
~~and August 1, 2017 inclusive, the sum of \$20,000.00; (c) if the Agreement is terminated~~  
~~between August 2, 2017 and August 1, 2018 inclusive, the sum of \$15,000.00; (d) if the~~  
~~Agreement is terminated between August 2, 2018 and August 1, 2019 inclusive, the sum~~  
~~of \$10,000; (e) if the Agreement is terminated between August 2, 2019 and July 31, 2020~~  
~~inclusive, the sum of \$0. The applicable sum shall be due and payable within twenty (20)~~  
days of the effective date of the termination, and any unpaid amount shall bear simple  
interest at a rate eight (8) percent per annum until paid.

5.3.4 ~~The parties have both~~University has been represented by  
~~legal counsel, and Coach has either been represented by legal counsel or has chosen to~~  
~~proceed without~~ legal counsel in the contract negotiations ~~and~~. ~~The parties~~ have  
bargained for and agreed to the foregoing liquidated damages provision, giving  
consideration to the fact that the University ~~(College)~~ will incur administrative and  
recruiting costs in obtaining a replacement for Coach, in addition to potentially increased  
compensation costs if Coach terminates this Agreement for convenience, which damages  
are extremely difficult to determine with certainty. The parties further agree that the  
payment of such liquidated damages by Coach and the acceptance thereof by University  
~~(College)~~ shall constitute adequate and reasonable compensation to University-  
~~(College)~~ for the damages and injury suffered by it because of such termination by

Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University ~~(College)~~.

5.3.5 Except as ~~provide~~provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, ~~heshe~~ shall forfeit ~~to the extent permitted by law his~~her right to receive all supplemental compensation and other payments unpaid as of the date Coach gives notice of termination, unless Coach's right to receive those payments has vested pursuant to the terms of this Agreement.

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

~~5.75.6~~ No Liability. The University ~~(College)~~ shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

~~5.8-5.7~~ Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University ~~(College)~~ employees, if the

University ~~(College)~~ suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University ~~(College)~~ from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University ~~(College)~~ Faculty-Staff Handbook.

## ARTICLE 6

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

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

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

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

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

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

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

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

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

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

the University ~~(College)~~:

Director of Athletics

University of Idaho  
P.O. Box 442302  
Moscow, Idaho 83844-2302

with a copy to:

President

University of Idaho  
P.O. Box 443151  
Moscow, ID 83844-3151

the Coach:

Debbie Buchanan

Last known address on file with  
University ~~(College)~~'s Human Resource Services



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

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

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

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

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

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

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

UNIVERSITY-~~(COLLEGE)~~

COACH

\_\_\_\_\_  
Chuck Staben President Date

\_\_\_\_\_  
Debbie Buchanan Date

Approved by the Board of ~~-(Regents or Trustees)-~~ on the \_\_\_\_ day of \_\_\_\_\_  
, 2010.2015.

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**Debbie Buchanan**  
**Accomplishments as University of Idaho Women's Volleyball Head Coach**

Coaching Accolades

1. Longest tenured volleyball coach in UI history – starting 16<sup>th</sup> season.
2. All-time winningest UI volleyball coach – 230-213.
3. 2011 WAC Coach of the Year.
4. 2011 North Hall of Fame Idaho College Coach of the Year.
5. All of her teams have finished above .500 for conference games since 2002.
6. She has a .667 home record in her career.
7. Multi-year APR rate of 965.

Student-athlete recognition

1. One All American.
2. 2 All Region selections.
3. 35 All-Conference honors.
4. 12 all freshman selections.
5. 21 conference players of the week.
6. American Volleyball Coaches Association recognition as team with above 3.3 GPA for last three years 2012, 13, 14.

University of Idaho – Women’s Volleyball APR

	2009-10	2010-11	2011-12	2012-13	2013-14
Single Year Rate	1000	1000	960	926	979
Multi Year Rate	974	1000	990	970	965
Percentile within sport	30 <sup>th</sup> -40 <sup>th</sup>	90 <sup>th</sup> -100 <sup>th</sup>	60 <sup>th</sup> -70 <sup>th</sup>	10 <sup>th</sup> -20 <sup>th</sup>	Not Available
National Average	978	980	980	982	Not Available

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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**OFFICE OF THE STATE BOARD OF EDUCATION**

**SUBJECT**

Executive Director Appointment

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND\DISCUSSION**

The current Executive Director for the State Board of Education has tenured his resignation effective June 26, 2015. The position announcement was posted on the Board's website, the Department of Labor's website the Division of Human Resources website and distributed to national educational groups. The position closed on June 5, 2015.

**BOARD ACTION**

I move to appoint Matthew Freeman as the Executive Director for the Idaho State Board of Education at a salary of \$67.31/hour (\$140,004.80) effective June 29, 2015.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	<b>FY 2016 OPERATING BUDGETS</b>	Motion to approve
2	<b>ATHLETICS – FY 2016 OPERATING BUDGET REPORTS</b>	Motion to approve
3	<b>AMENDMENT TO BOARD POLICY</b> Section V.K. – Construction Projects - First Reading	Motion to approve
4	<b>AMENDMENT TO BOARD POLICY</b> Section V.W. - Litigation - First Reading	Motion to approve
5	<b>BOISE STATE UNIVERSITY</b> Proposed Student Housing Project	Information item
6	<b>BOISE STATE UNIVERSITY</b> 2015 Master Plan Update	Motion to approve
7	<b>UNIVERSITY OF IDAHO</b> Wallace Residence Center Project - Planning and Design Phase	Motion to approve
8	<b>UNIVERSITY OF IDAHO</b> UI Library Improvements Project – Construction Authorization	Motion to approve
9	<b>UNIVERSITY OF IDAHO</b> Independent Study in Idaho	Motion to approve

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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**SUBJECT**

Approval of FY 2016 Appropriated Funds Operating Budgets

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures Section V.B.3.b.ii., 4.b., 5.c, 6.b.

**BACKGROUND/DISCUSSION**

Per Board policy, each institution and agency prepares an operating budget for appropriated funds, non-appropriated auxiliary enterprises, non-appropriated local services, and non-appropriated other.

For the appropriated funds operating budget, Board policy provides as follows: “each institution or agency prepares an operating budget for the next fiscal year based upon guidelines adopted by the Board. Each budget is then submitted to the Board in a summary format prescribed by the Executive Director, for review and formal approval before the beginning of the fiscal year.” The appropriated operating budgets have been developed based on appropriations passed by the Legislature during the 2015 session.

For the college and universities’ non-appropriated operating budgets, Board policy requires reports of revenues and expenditures to be submitted to the State Board of Education at the request of the Board. Currently, these operating budgets are submitted to the Board office and are available to Board members.

Operating budgets are presented in two formats: budgets for agencies, health education programs, and special programs contain a summary (displayed by program, by source of revenue, and by expenditure classification) and a budget overview that briefly describes the program and changes from the previous fiscal year. All sources of revenues are included (i.e. General Funds, federal funds, miscellaneous revenue, and any other fund source).

For the college and universities, postsecondary professional-technical education and agricultural research & extension, supplemental information is provided including personnel costs summarized by type of position. The college and universities’ reports only contain information about appropriated funds, which include state General Funds, endowment funds, and appropriated student fees.

**IMPACT**

Approval of the budgets establishes agency and institutional fiscal spending plans for FY 2016, and allows the agencies and institutions to continue operations from FY 2015 into FY 2016.

**ATTACHMENTS**

Attachment 1 – FY16 Operating Budgets Index

Page 3

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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**STAFF COMMENTS AND RECOMMENDATIONS**

Budgets were developed according to legislative intent and/or Board guidelines. There was funding for a 3% ongoing Change in Employee Compensation (CEC) in FY 2016. Representatives from the institutions will be available to answer specific questions.

Page 32 presents a system-wide summation of personnel costs by institution, by classification and also includes the number of new positions added at each institution. Board policy only requires Board approval for the following positions:

- Any position at a level of vice-president (or equivalent) and above, regardless of funding source.
- The initial appointment of an employee to any type of position at a salary that is equal to or higher than 75% of the chief executive officer's annual salary.
- The employment agreement of any head coach or athletic director (at the institutions only) longer than one year, and all amendments thereto.

All other hiring authority has been expressly delegated to the presidents. Therefore, Board review of the operating budgets is the only time the Board sees the number of new positions added year-over-year.

For informational purposes only, the lists of FY 2016 maintenance projects recommended by the Permanent Building Fund Advisory Council is included starting at page 45.

**BOARD ACTION**

I move to approve the FY 2016 operating budgets for the Office of the State Board of Education, Idaho Public Television, Division of Vocational Rehabilitation, College and Universities, Postsecondary Professional-Technical Education, Agricultural Research & Extension Service, Health Education Programs and Special Programs, as presented.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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**FY16 AGENCIES & INSTITUTIONS OPERATING BUDGETS INDEX**

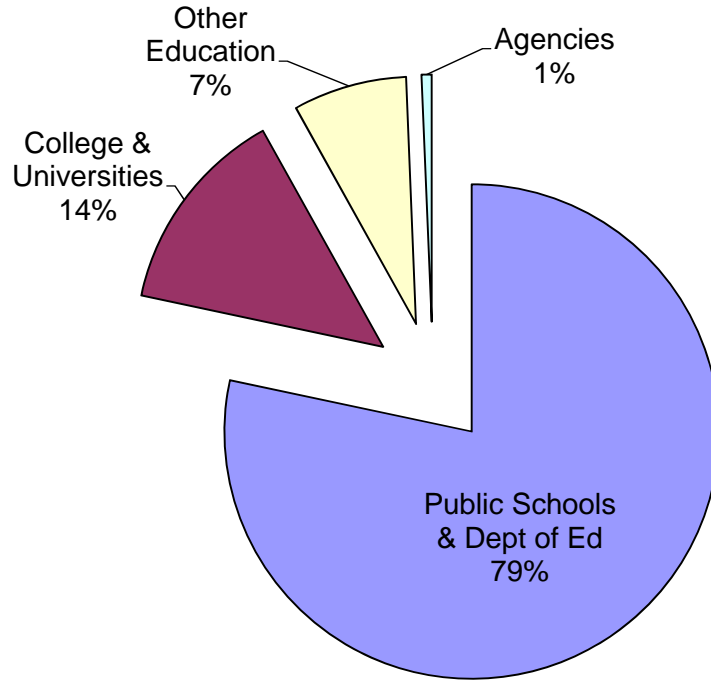
<b>Overview</b>	
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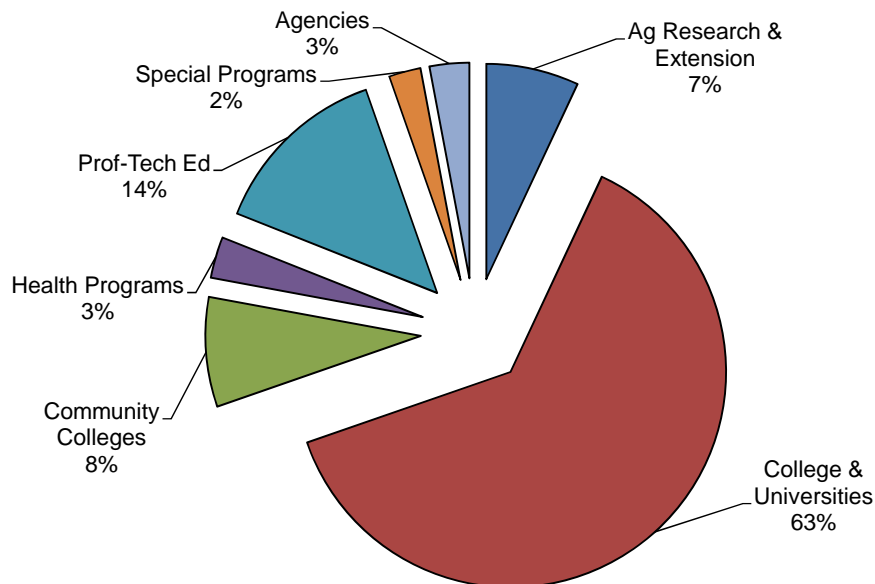
# State Board of Education

FY16 General Funds by Program

## Includes Public Schools and Department of Education General Funds



## Excludes Public Schools and Department of Education General Funds



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**OFFICE OF THE STATE BOARD OF EDUCATION**  
**FY 2016 Operating Budget**

	<b>FY 2015 BUDGET</b>	<b>FY 2016 BUDGET</b>	<b>PERCENT of CHANGE</b>	
1				
2	<b>By Cost Center:</b>			
3	Office of the State Board of Education			
3	Management Services	3,931,600	3,931,600	0.00%
4	Proprietary Schools	168,200	192,000	14.15%
4	Charter School Commission	331,400	468,000	41.22%
5	Academic Services	564,400	581,700	3.07%
6	Research Services	303,400	305,100	0.56%
7	Fiscal Services	323,400	329,100	1.76%
8	Scholarship Programs	8,496,500	8,858,300	4.26%
9	System Wide Needs	1,003,300	1,003,300	0.00%
10	<b>Total Programs</b>	<b>15,122,200</b>	<b>15,669,100</b>	<b>3.62%</b>
11	<b>By Fund Source:</b>			
12	General Fund	2,289,200	2,441,500	6.65%
13	General Fund - Scholarships	6,723,400	6,724,900	0.02%
14	General Fund - Systemwide Needs	1,003,300	1,003,300	0.00%
15	Federal Funds	2,724,600	2,727,500	0.11%
16	Federal Funds - GEARUP	1,723,100	2,083,400	20.91%
17	Miscellaneous Revenue	493,100	522,200	5.90%
18	Miscellaneous - Opportunity Fund	50,000	50,000	0.00%
19	Indirect Cost Recovery Fund	115,500	116,300	0.69%
20	<b>Total Funds</b>	<b>15,122,200</b>	<b>15,669,100</b>	<b>3.62%</b>
21	<b>By Expenditure Classification:</b>			
22	Personnel Costs	2,329,900	2,544,000	9.19%
23	Operating Expenditures	3,271,100	3,255,400	-0.48%
24	Capital Outlay	14,900	3,400	N/A
25	Trustee/Benefit Payments	9,506,300	9,866,300	3.79%
26	Lump Sum	0	0	N/A
27	<b>Total Expenditures</b>	<b>15,122,200</b>	<b>15,669,100</b>	<b>3.62%</b>
28	<b>Full Time Positions</b>	24.25	25.75	6.19%

29 **Budget Overview**

30 The Office of the State Board of Education received a 3% ongoing CEC as well as benefit increases. The  
31 increase in Proprietary Schools is for spending authority to use fees generated through the State  
32 Authorization Reciprocity Agreement (SARA). The increase in Charter School Commission is for the  
33 addition of 1.5 FTP and \$104.9k in personnel costs for a full-time program manager and a half-time AA2  
34 position and \$24.5k in operating expenses . The increase in Scholarship Programs is an increase in  
35 spending authority for GEARUP scholarships.

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**IDAHO PUBLIC TELEVISION**  
**FY 2016 Operating Budget**

		<u>FY 2015 BUDGET</u>	<u>FY 2016 BUDGET</u>	<u>PERCENT of CHANGE</u>
1				
2	<b>By Program:</b>			
3	Delivery System and Administration:			
4	Technical Services	(1) 1,993,830	2,204,550	10.57%
5	Administration	1,428,300	1,299,660	-9.01%
6	Educational Content:			
7	Programming Acquisitions	1,556,960	1,595,100	2.45%
8	IdahoPTV Productions	1,393,020	1,436,420	3.12%
9	Special Productions	(2) 35,000	380,000	
10	Communications	643,590	703,330	9.28%
11	Development	1,017,300	1,080,240	6.19%
12	<b>Total Programs</b>	<u><b>8,068,000</b></u>	<u><b>8,699,300</b></u>	<u>7.82%</u>
13				
14	<b>By Fund Source:</b>			
15	General Fund - PC/OE	2,013,500	1,990,000	-1.17%
16	General Fund - Capital (One-Time)	(3) 187,200	324,000	73.08%
17	Federal Funds	(4) 23,000	0	-100.00%
18	Local Funds	5,809,300	6,005,300	3.37%
19	Special Productions	(2) 35,000	380,000	985.71%
20	<b>Total Funds</b>	<u><b>8,068,000</b></u>	<u><b>8,699,300</b></u>	<u>7.82%</u>
21				
22	<b>By Expenditure Classification:</b>			
23	Personnel Costs	4,159,600	4,459,700	7.21%
24	Operating Expenditures:			
25	Communication & Programming	1,431,650	1,448,590	1.18%
26	Employee Development & Travel	(5) 181,490	212,120	16.88%
27	Professional , Admin & Other Services	418,640	450,130	7.52%
28	Supplies, R&M Services	244,590	264,080	7.97%
29	Utilities and Gas	156,000	168,250	7.85%
30	Leases and Rentals	537,790	508,690	-5.41%
31	Miscellaneous	(6) 180,040	201,740	12.05%
32	<b>Total Operating Expenditures</b>	<u>3,150,200</u>	<u>3,253,600</u>	<u>3.28%</u>
33	Capital Outlay	(7) 758,200	758,200	0.00%
34	<b>Total Expenditures</b>	<u><b>8,068,000</b></u>	<u><b>8,471,500</b></u>	<u>5.00%</u>
35				
36	<b>FTP Count</b>	60.0	60.0	0.00%
37				

**Notes:**

- 39 (1) Increases in personnel costs, repairs & maintenance, and more general fund capital.  
40 (2) Seeking additional donations to support IdahoPTV special productions.  
41 (3) Increased level of general fund capital replacement appropriation.  
42 (4) Federal grant programs eliminated.  
43 (5) Increase in training for new personnel; primarily within fundraising and web development.  
44 (6) Anticipated increase in credit card fees and governmental overhead.  
45 (7) Increased appropriations for general fund replacement capital; miscellaneous fund if donations secured.  
46 IdahoPTV received appropriations for a 3% CEC that increased personnel costs throughout the budget.

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**DIVISION OF VOCATIONAL REHABILITATION**  
**FY 2016 Operating Budget**

	<b>FY 2015 BUDGET</b>	<b>FY 2016 BUDGET</b>	<b>PERCENT of CHANGE</b>
<b>By Program:</b>			
Vocational Rehabilitation	20,425,400	21,332,200	4.44%
Comm. Supp. Employ. Work Svcs. (CSE)	3,896,500	3,908,100	0.30%
Council for the Deaf & Hard of Hearing	199,300	203,400	2.06%
<b>Total Programs</b>	<b>24,521,200</b>	<b>25,443,700</b>	<b>3.76%</b>
<b>By Fund Source:</b>			
General Fund	7,493,900	7,557,800	0.85%
Federal Funds	14,985,100	15,843,500	5.73%
Miscellaneous Revenue	960,700	960,900	0.02%
Dedicated Funds	1,081,500	1,081,500	0.00%
<b>Total Funds</b>	<b>24,521,200</b>	<b>25,443,700</b>	<b>3.76%</b>
<b>By Expenditure Classification:</b>			
Personnel Costs	9,740,500	10,012,300	2.79%
Operating Expenditures			
Communications	250,000	250,000	0.00%
Employee Dev./Memberships	59,300	59,300	0.00%
Professional & General Services	555,000	554,200	-0.14%
Travel	96,000	96,000	0.00%
Supplies & Insurance	114,000	114,000	0.00%
Rents	430,000	430,000	0.00%
Other	20,000	20,000	0.00%
<b>Total Operating Expenditures</b>	<b>1,524,300</b>	<b>1,523,500</b>	<b>-0.05%</b>
Capital Outlay	68,500	70,000	2.19%
Trustee/Benefit Payments	13,187,900	13,837,900	4.93%
<b>Total Expenditures</b>	<b>24,521,200</b>	<b>25,443,700</b>	<b>3.76%</b>

**28 Full Time Positions** 152.50 152.50 0.00%

**Budget Overview**

29 Senate Bill 1012 appropriated a supplemental amount of \$555,000 for Trustee/Benefit Payments for the Vocational Rehabilitation for FY 2015. The supplemental funds were from a Federal Grant.

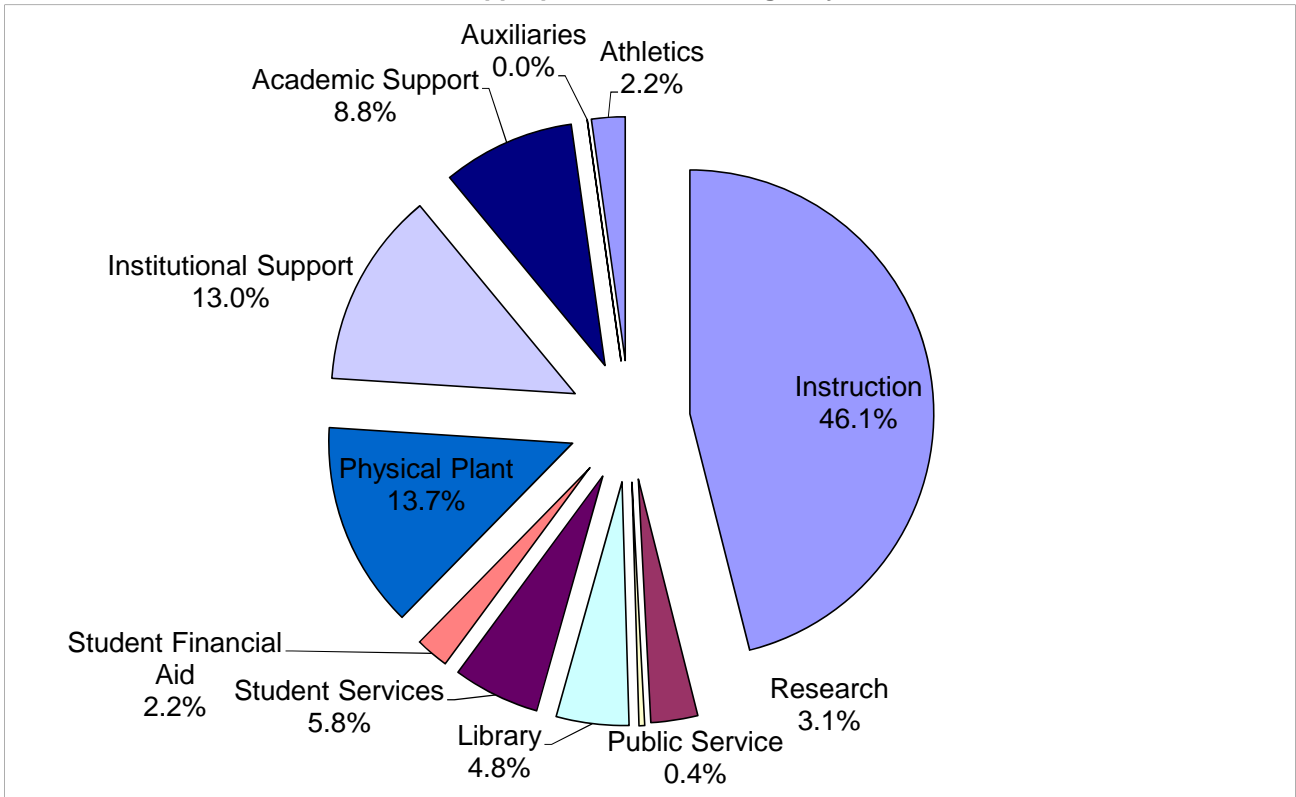
30 House Bill 251 appropriates moneys for the Divisions of Vocational Rehabilitation for FY 2016.

31  
32 An increase in appropriations of \$650,000 was approved for Trustee/Benefit from additional grant funds. Personnel  
33 costs were increased by a net \$173,800 implementing a 3% on-going salary increase net of a prior year one-time 1%  
34 salary increase. State allocations decreased by \$800, benefits increased by \$98,000 and capital outlay by \$1,500.  
35

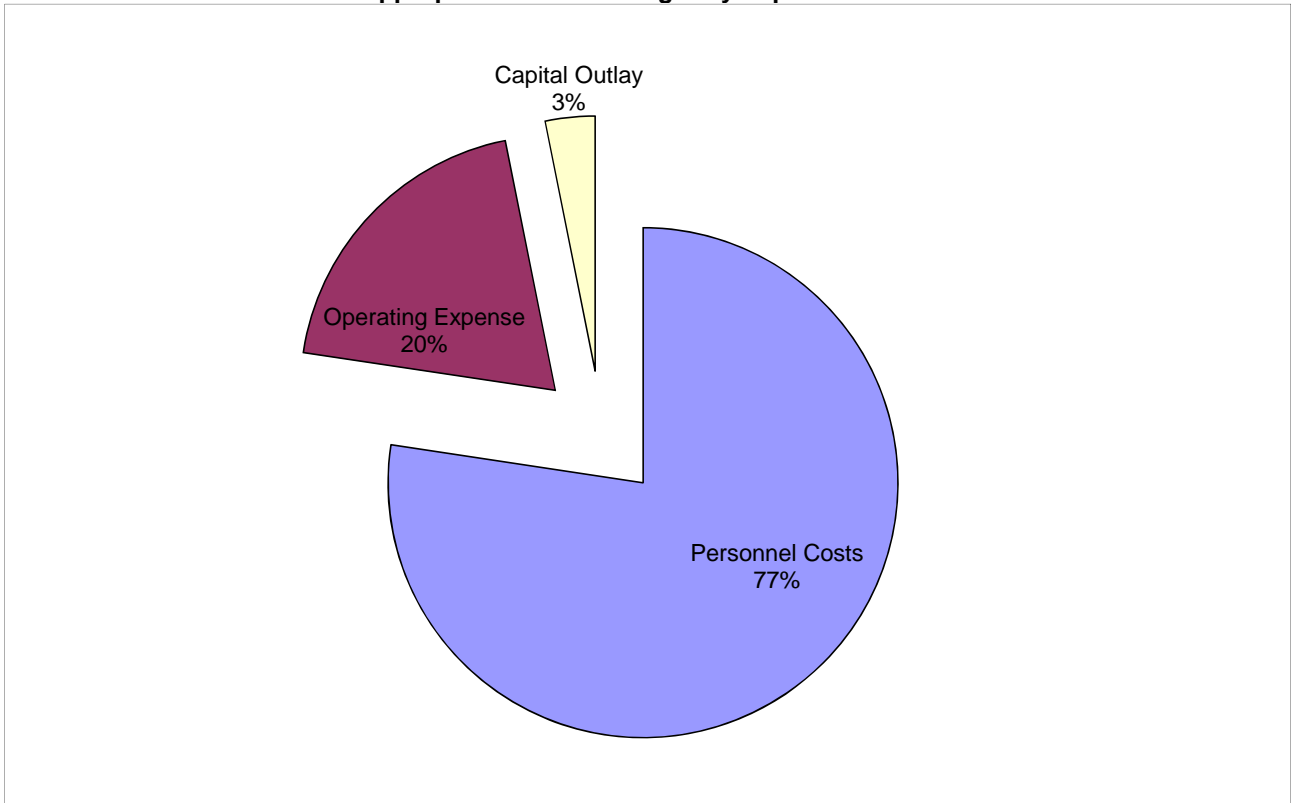
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## COLLEGE & UNIVERSITIES

### FY 2016 Appropriated Funds Budget By Function



### FY 2016 Appropriated Funds Budget By Expenditure Classification



**COLLEGE & UNIVERSITIES SUMMARY**  
**Budget Distribution by Activity and Expense Class**  
**July 1, 2015 - June 30, 2016**  
**Appropriated Funds**

	FY2015 Original Budget		FY2016 Original Budget		Changes from	
	Amount	% of Total	Amount	% of Total	Amount	% Chge
<b>Revenue by Source</b>						
1 State General Account - ongoing	\$240,637,000	48.43%	\$250,212,700	48.60%	\$9,575,700	3.98%
2 State General Account - one time	5,947,400	1.20%	3,598,700	0.70%	(2,348,700)	-39.49%
3 State Endowments	12,461,200	2.51%	13,980,000	2.72%	1,518,800	12.19%
4 Student Tuition and Fees	237,820,228	47.86%	247,065,600	47.99%	9,245,372	3.89%
5 Total Operating Revenues	<u>\$496,865,828</u>	<u>100.00%</u>	<u>\$514,857,000</u>	<u>100.00%</u>	<u>\$17,991,172</u>	<u>3.62%</u>
<b>Expenses</b>						
<b>By Function:</b>						
6 Instruction	\$227,189,622	46.57%	\$234,911,017	46.07%	\$7,721,395	3.40%
7 Research	14,698,993	3.01%	15,825,194	3.10%	1,126,201	7.66%
8 Public Service	1,839,633	0.38%	1,872,030	0.37%	32,397	1.76%
9 Library	23,332,213	4.78%	24,603,597	4.82%	1,271,384	5.45%
10 Student Services	25,370,180	5.20%	29,341,444	5.75%	3,971,264	15.65%
11 Student Financial Aid	12,102,076	2.48%	11,275,897	2.21%	(826,179)	-6.83%
12 Physical Plant	66,540,257	13.64%	69,748,858	13.68%	3,208,601	4.82%
13 Institutional Support	63,596,163	13.04%	66,296,114	13.00%	2,699,951	4.25%
14 Academic Support	42,387,202	8.69%	44,735,526	8.77%	2,348,324	5.54%
15 Auxiliaries	11,400	0.00%	11,400	0.00%	0	0.00%
16 Athletics	10,811,550	2.22%	11,298,631	2.22%	487,081	4.51%
17 Total Bdgt by Function	<u>\$487,879,289</u>	<u>100.00%</u>	<u>\$509,919,708</u>	<u>100.00%</u>	<u>\$22,040,419</u>	<u>4.52%</u>
<b>18 By Expense Class:</b>						
19 Personnel Costs:						
20 Salaries:						
21 Faculty	\$143,198,519	29.35%	\$145,020,538	28.44%	\$1,822,019	1.27%
22 Executive/Admin	17,117,859	3.51%	18,957,117	3.72%	1,839,258	10.74%
23 Managerial/Prof	58,889,287	12.07%	64,576,761	12.66%	5,687,474	9.66%
24 Classified	41,878,753	8.58%	44,098,308	8.65%	2,219,555	5.30%
25 Grad Assist	9,595,244	1.97%	10,066,152	1.97%	470,908	4.91%
26 Irregular Help	6,347,788	1.30%	7,058,230	1.38%	710,442	11.19%
27 Total Salaries	<u>\$277,027,450</u>	<u>56.78%</u>	<u>\$289,777,106</u>	<u>56.83%</u>	<u>\$12,749,656</u>	<u>4.60%</u>
28 Personnel Benefits	96,881,210	19.86%	104,766,391	20.55%	7,885,181	8.14%
29 Total Pers Costs	<u>\$373,908,660</u>	<u>76.64%</u>	<u>\$394,543,497</u>	<u>77.37%</u>	<u>\$20,634,837</u>	<u>5.52%</u>
30 Operating Expense:						
31 Travel	1,506,415	0.31%	1,573,561	0.31%	67,146	4.46%
32 Utilities	19,511,048	4.00%	19,656,598	3.85%	145,550	0.75%
33 Insurance	2,708,966	0.56%	2,596,680	0.51%	(112,286)	-4.14%
34 Other Oper. Exp	74,561,815	15.28%	75,500,511	14.81%	938,696	1.26%
35 Total Oper. Exp	<u>\$98,288,244</u>	<u>20.15%</u>	<u>\$99,327,350</u>	<u>19.48%</u>	<u>\$1,039,106</u>	<u>1.06%</u>
36 Capital Outlay:						
37 Depart Equipment	4,256,105	0.87%	4,255,581	0.83%	(524)	-0.01%
38 Library Acquisitions	11,426,280	2.34%	11,793,280	2.31%	367,000	3.21%
39 Total Cap Outlay	<u>\$15,682,385</u>	<u>3.21%</u>	<u>\$16,048,861</u>	<u>3.15%</u>	<u>\$366,476</u>	<u>2.34%</u>
40 Tot Bdgt by Exp Class	<u>\$487,879,289</u>	<u>100.00%</u>	<u>\$509,919,708</u>	<u>100.00%</u>	<u>\$22,040,419</u>	<u>4.52%</u>
41 One-time CEC/Bonus	\$2,109,300		\$0		(\$2,109,300)	
42 One-time Other	\$6,877,239		\$4,937,292		(\$1,939,947)	
43 Activity Total	<u>\$496,865,828</u>		<u>\$514,857,000</u>		<u>\$17,991,172</u>	<u>3.62%</u>
44 TOTAL FTE POSITIONS	4,197.10		4,332.68		135.58	3.23%

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
JUNE 18, 2015**

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**BOISE STATE UNIVERSITY  
FY2016 BUDGET OVERVIEW  
Appropriated Funds**

**FY 2015 Base Operating Budget** **\$170,564,800**

**Adjustments to Base from State Funds**

Personnel Benefits (Health Insurance Costs)	447,200
CEC – 3% Merit Pool	1,762,200
Payline Adj. Classified Employees	16,500
Complete College Idaho	546,500
Computer Science Workforce	1,261,100
Net Reduction SWCAP	(139,500)
Enrollment Workload Funding	<u>83,000</u>

**NET INCREASE IN BASE STATE FUNDING** **\$3,977,000**

**Increases from Student Tuition/Fees**

**3,187,700**

**FY 2016 Base Operating Budget** **\$177,729,500**

**One-time increases from State General  
Account and Student Tuition and Fees**

**\$1,273,700**

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Boise State's FY 2016 base operating budget of \$177,729,500 is a \$7.2 million increase over the previous year's base funding. About half of the new funding will come from student tuition and fees, which will increase an average of 3.5%. The State general account funding comprises 48% of the base operating budget and totals \$84,747,800, and student tuition and fees comprise 52% of the base operating budget for a total of \$92,981,700.

Following are highlights of the FY 2016 appropriated operating budget.

- Health insurance costs continue to increase. The employer costs will be covered with partial funding from the State and the remaining from student tuition and fees. Total fringe costs are estimated to increase almost \$3 million.
- Salary Adjustments - State funding will partially cover the 3% merit based permanent increases, and student tuition and fees are required for approximately half of the cost. The total cost is \$3.5 million. In addition, reallocations of base

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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funding enabled equity adjustments for some staff. The increases are targeted for employees furthest away from CUPA benchmark data and compa-ratios for classified staff.

- Complete College Idaho – State general funding will provide \$546,500 to Boise State University to help meet the 60 percent goal by 2020. This funding will be used to enhance instructional capacity, reduce bottlenecks and support student success. Specific plans include converting five current adjunct positions to full time lecturers, three new academic advisors, three new faculty lines and one new department manager.
- Computer Science Workforce Initiative received \$1,260,900 of general fund money. These funds will provide budget for eight new faculty, five new Graduate Assistants and \$77,000 for operating expenses.
- Prioritized budget needs identified during the university's annual budget process continued to focus on fully funding existing permanent positions (previously funded with one-time sources). In addition, funding reallocated from current budgets provided the initial funding for the new College of Innovation and Design.
- One-time funds will be used for security needs, capital replacement items and one-time academic needs identified in the annual budget process.

Program prioritization activities also impacted the FY2016 budget. All University departments were asked to identify budget reductions based on current needs and Program Prioritization initiatives. Academic departments submitted budget reductions totaling over \$1.3 million (1 percent of the FY2015 budget) and non-academic departments over \$1.3 million (3 percent of the FY2015 budget). \$1.6 million was reallocated for new initiatives and those requiring investment from the program prioritization activities and \$1 million was set aside as an enrollment reserve.



**BOISE STATE UNIVERSITY**  
**Budget Distribution by Activity and Expense Class**  
**July 1, 2015 - June 30, 2016**  
**Appropriated Funds**

	FY2015 Original Budget		FY2016 Original Budget		Changes from Prior Year	
	Amount	% of Total	Amount	% of Total	Amount	% Chge
<b>Revenue by Source</b>						
1 State General Account - ongoing	\$80,770,800	46.51%	\$84,747,800	47.34%	\$3,977,000	4.92%
2 State General Account - one time	2,278,800	1.31%	832,100	0.46%	(1,446,700)	-63.49%
3 State Endowments		0.00%		0.00%	0	0.00%
4 Student Tuition and Fees	90,629,600	52.18%	93,423,300	52.19%	2,793,700	3.08%
5 Total Operating Revenues	\$173,679,200	100.00%	\$179,003,200	100.00%	\$5,324,000	3.07%
<b>Expenses</b>						
<b>By Function:</b>						
6 Instruction	\$84,487,607	49.53%	\$88,039,866	49.54%	\$3,552,259	4.20%
7 Research	4,209,380	2.47%	4,692,136	2.64%	482,756	11.47%
8 Public Service	1,518,438	0.89%	1,545,764	0.87%	27,326	1.80%
9 Library	7,266,866	4.26%	7,650,459	4.30%	383,593	5.28%
10 Student Services	8,510,270	4.99%	10,624,335	5.98%	2,114,065	24.84%
11 Student Financial Aid	1,617,278	0.95%		0.00%	(1,617,278)	-100.00%
12 Physical Plant	17,502,770	10.26%	18,977,418	10.68%	1,474,648	8.43%
13 Institutional Support	25,019,211	14.67%	24,703,007	13.90%	(316,204)	-1.26%
14 Academic Support	17,761,080	10.41%	18,803,279	10.58%	1,042,199	5.87%
15 Auxiliaries		0.00%		0.00%	0	0.00%
16 Athletics	2,671,900	1.57%	2,693,236	1.52%	21,336	0.80%
17 Total Bdgt by Function	\$170,564,800	100.00%	\$177,729,500	100.00%	\$7,164,700	4.20%
<b>18 By Expense Class:</b>						
<b>19 Personnel Costs:</b>						
<b>20 Salaries:</b>						
21 Faculty	\$54,732,127	32.09%	\$53,382,413	30.04%	(\$1,349,714)	-2.47%
22 Executive/Admin	5,756,122	3.37%	6,842,909	3.85%	1,086,787	18.88%
23 Managerial/Prof	25,227,080	14.79%	28,688,054	16.14%	3,460,974	13.72%
24 Classified	10,281,157	6.03%	11,027,808	6.20%	746,651	7.26%
25 Grad Assist	4,211,635	2.47%	4,109,681	2.31%	(101,954)	-2.42%
26 Irregular Help	1,154,343	0.68%	994,578	0.56%	(159,765)	-13.84%
27 Total Salaries	\$101,362,464	59.43%	\$105,045,443	59.10%	\$3,682,979	3.63%
28 Personnel Benefits	36,242,603	21.25%	39,198,857	22.06%	2,956,254	8.16%
29 Total Pers Costs	\$137,605,067	80.68%	\$144,244,300	81.16%	\$6,639,233	4.82%
<b>30 Operating Expense:</b>						
31 Travel	\$579,388	0.34%	\$602,704	0.34%	23,316	4.02%
32 Utilities	3,692,406	2.16%	3,792,406	2.13%	100,000	2.71%
33 Insurance	878,992	0.52%	888,606	0.50%	9,614	1.09%
34 Other Oper. Exp	23,091,347	13.54%	23,444,584	13.19%	353,237	1.53%
35 Total Oper. Exp	\$28,242,133	16.56%	\$28,728,300	16.16%	\$486,167	1.72%
<b>36 Capital Outlay:</b>						
37 Depart Equipment	\$1,770,304	1.04%	\$1,809,604	1.02%	39,300	2.22%
38 Library Acquisitions	2,947,296	1.73%	2,947,296	1.66%	0	0.00%
39 Total Cap Outlay	\$4,717,600	2.77%	\$4,756,900	2.68%	\$39,300	0.83%
40 Tot Bdgt by Exp Class	\$170,564,800	100.00%	\$177,729,500	100.00%	\$7,164,700	4.20%
41 One-time CEC/Bonus	\$1,149,100		\$0		(\$1,149,100)	
42 One-time Other	\$1,965,300		\$1,273,700		(\$691,600)	
43 Activity Total	\$173,679,200		\$179,003,200		\$5,324,000	3.07%
44 TOTAL FTE POSITIONS	1,474.62		1,561.40		86.78	5.88%

# BOISE STATE UNIVERSITY

## Summary of Salary Changes for FY2016 by Employee Group

Institution/Agency by Group	Existing Positions							Position Adjustments		Total			
	FY15 FTE	FY2015 FY15 Salary	Promotion	Perf/Exp/Merit	Salary Adjustments Equity	Total	% Incr	FTE	Salary Base	FY16 FTE	FY16 Salary	% change	
<b>General Education (Approp Only)</b>													
Faculty													
Professor	166.02	15,203,352.00	\$144,476	\$299,915	\$124,565	\$568,956	\$15,772,308	3.7%	4.16	-404,133	170.18	15,368,175	1.1%
Associate Professor	213.78	14,790,541.00	\$70,098	\$261,774	\$116,474	\$448,346	\$15,238,887	3.0%	-26.38	-1,825,121	187.40	13,413,766	-9.3%
Assistant Professor	148.42	8,372,036.00	\$3,993	\$239,103	\$422,906	\$666,002	\$9,038,038	8.0%	39.25	3,214,004	187.67	12,252,042	46.3%
Instr/Lect	108.22	5,266,198.00	\$0	\$104,572	\$52,478	\$157,050	\$5,423,248	3.0%	13.19	-64,818	121.41	5,358,430	1.8%
Part-Time Instructor	0.00	10,392,664.00	\$0	\$136,412	\$136,412	\$136,412	\$10,529,076	1.3%	0.00	-3,539,076	0.00	6,990,000	-32.7%
Total Faculty	636.44	54,024,791.00	\$218,567	\$1,041,777	\$716,423	\$1,976,767	\$56,001,558	3.7%	30.22	-2,619,144.90	666.66	53,382,413	-1.2%
Executive/Administrative	36.08	5,756,122.00	\$0	\$117,537	\$13,060	\$130,597	\$5,886,719	2.3%	7.11	956,190	43.19	6,842,909	18.9%
Managerial/Professional	452.47	25,827,080.00	\$249,237	\$587,463	\$731,407	\$1,568,107	\$27,395,187	6.1%	44.80	1,292,867	497.27	28,688,054	11.1%
Classified	349.63	10,281,157.00	\$21,402	\$185,399	\$417,995	\$624,796	\$10,905,953	6.1%	4.65	121,855	354.28	11,027,808	7.3%
Student/Teaching Assistant	0.00	4,211,635.00	\$0	\$0	\$0	\$0	\$4,211,635	0.0%	0.00	-101,954	0.00	4,109,681	-2.4%
Irregular Help	0.00	1,261,679.00	\$0	\$0	\$0	\$0	\$1,261,679	0.0%	0.00	-267,101	0.00	994,578	-21.2%
Total	1,474.62	101,362,464.00	\$489,206	\$1,932,176	\$1,878,885	\$4,300,267	\$105,662,731	4.2%	86.78	-617,288	1,561.40	105,045,443	3.6%
<b>Idaho Small Business Development Center</b>													
Faculty													
Professor						0	0	0.0%					
Associate Professor						0	0	0.0%					
Assistant Professor						0	0	0.0%					
Instr/Lect						0	0	0.0%					
Part-Time Instructor						0	0	0.0%					
Total Faculty		0	0	0	0	0	0	0.0%					
Executive/Administrative						0	0	0.0%					
Managerial/Professional	0.46	27,006		1,049	0	1,049	28,055	3.9%	0.26	19,582	0.72	47,637	
Classified						0	0	0.0%					
Student/Teaching Assistant						0	0	0.0%					
Irregular Help		0				0	0	0.0%		200,000	0.00	200,000	
Total	0.46	27,006	0	0	0	0	28,055	0.0%	0.26	19,582.00	0.72	247,637	
<b>TechHelp</b>													
Faculty													
Professor						\$0.00	0.00	0.0%					
Associate Professor						0	0	0.0%					
Assistant Professor						0	0	0.0%					
Instr/Lect						0	0	0.0%					
Part-Time Instructor						0	0	0.0%					
Total Faculty			0	0	0	0	0	0.0%					
Executive/Administrative						0	0	0.0%					
Managerial/Professional	1.73	116,170				0	116,170	0.0%	-1.73	-116,170	0.00	0	
Classified	0.00	0				0	0	0.0%				0	
Student/Teaching Assistant						0	0	0.0%					
Irregular Help										75,000		75,000	
Total	1.73	116,170	0	0	0	0	116,170	0.0%	-1.73	-116,170.00	0.00	0.00	

**IDAHO STATE UNIVERSITY**  
**FY2016 BUDGET OVERVIEW**  
**Appropriated Funds**

In this budget cycle, we continued the use of the Special Budget Consultation Committee (SBCC) to facilitate key budget discussions, deliberations, and recommendations. The SBCC included extensive representation of students, faculty, and staff.

The Board approved 3.3% tuition and fee increase reflected in this budget was reached after extensive internal deliberation and is ISU's lowest increase in twenty-seven years.

Key FY2016 budget priorities include continuing a strong fiscal discipline to target a tight budget scenario with resource reprioritization and strategic need-based allocation of state-approved funding increases. Student support will be maintained and enhanced when possible, sponsored research will continue to be actively developed and expanded, actions to mitigate some of the impact of financial aid cutbacks will continue, key infrastructure and deferred maintenance needs will be addressed as funding becomes available, and a strong focus on compensation equity will continue as ISU is far below institutions in Idaho and the nation.

A key component of the FY2016 budget was our continuing effort to maintain discipline on all University controllable costs. This is exercised through a range of university cost controls currently in place and through such means as our Increased Personnel Action Scrutiny (IPAS) system, which requires approval by the University Business Officers, and the Offices of Human Resources and Budget, as well as the Vice President for Finance and Administration, after first approvals by the applicable area line managers and Vice President are secured. New positions also require approval by the President. Another key means of exercising cost discipline is the use of the Quarterly Financial Measurement System and monthly area reviews with University Business Officers to receive early warning of any potentially emerging cost problems and the immediate implementation of appropriate control actions to contain them.

The FY2016 General Education operating budget totaling \$138,649,800 represents an increase of 4.69% over FY2015. State appropriations increased by \$3,140,600 in both permanent and one-time funding, representing a 4.50% increase. Budgeted revenue generated by student tuition is estimated to increase by \$3,072,400, or 4.91%. Through state appropriations, institutional reallocations, and student tuition and fee revenue, funding will be provided for personnel benefit cost increases, library inflation and support, capital replacement, Complete College Idaho, Meridian facility occupancy costs, the Career Path Internship program, graduate and teaching assistants, summer fellowships, Meridian Anatomy and Physiology Lab support, facility maintenance and operations, accreditation, institutional support, a funding reduction offset due to the Enrollment Workload Adjustment, and the 3% Change in Employee Compensation.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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At the encouragement of the Legislature, ISU will continue to invest in its employees. The compensation plan for FY2016 includes a performance increase with a 3% merit pool to provide faster salary advancement for higher performers in accordance with guidance from DFM and DHR. Classified minimum salaries will continue to be maintained at 75% of Policy in the State's FY2016 pay structure. The classified minimum hourly rate for benefitted positions will be raised to \$9.95, which is 3% above the federal poverty rate for a family of three. Further, limited equity and market adjustments will be provided for employees who are below market and/or paid inequitably, and who have received the highest performance rating.

The University has made concentrated efforts to strategically align expenditures and will continue to advance a culture of fiscal responsibility and effective financial management, both of which are essential for improving student opportunities and increasing access to a high-quality education.

**IDAHO STATE UNIVERSITY**  
**Budget Distribution by Activity and Expense Class**  
**July 1, 2015 - June 30, 2016**  
**Appropriated Funds**

	FY2015 Original Budget		FY2016 Original Budget		Changes from Prior Year	
	Amount	% of Total	Amount	% of Total	Amount	% Chge
<b>Revenue by Source</b>						
1 State General Account - ongoing	\$66,683,800	50.35%	\$69,054,400	49.80%	\$2,370,600	3.55%
2 State General Account - one time	562,700	0.42%	927,700	0.67%	365,000	64.87%
3 State Endowments	2,599,200	1.96%	3,004,200	2.17%	405,000	15.58%
4 Student Tuition and Fees	62,591,100	47.26%	65,663,500	47.36%	3,072,400	4.91%
5 Total Operating Revenues	\$132,436,800	100.00%	\$138,649,800	100.00%	\$6,213,000	4.69%
<b>Expenses</b>						
<b>By Function:</b>						
6 Instruction	\$62,660,918	48.32%	\$64,865,990	47.41%	\$2,205,072	3.52%
7 Research	4,846,201	3.74%	4,964,666	3.63%	118,465	2.44%
8 Public Service	0	0.00%	0	0.00%	0	0.00%
9 Library	5,490,128	4.23%	5,901,532	4.31%	411,404	7.49%
10 Student Services	6,417,983	4.95%	6,502,493	4.75%	84,510	1.32%
11 Student Financial Aid	3,215,555	2.48%	3,864,449	2.82%	648,894	20.18%
12 Physical Plant	18,805,245	14.50%	20,478,812	14.97%	1,673,567	8.90%
13 Institutional Support	14,131,519	10.90%	15,426,895	11.27%	1,295,376	9.17%
14 Academic Support	10,651,112	8.21%	11,264,571	8.23%	613,459	5.76%
15 Auxiliaries	0	0.00%	0	0.00%	0	0.00%
16 Athletics	3,451,900	2.66%	3,555,700	2.60%	103,800	3.01%
17 Total Bdgt by Function	\$129,670,561	100.00%	\$136,825,108	100.00%	\$7,154,547	5.52%
<b>18 By Expense Class:</b>						
<b>19 Personnel Costs:</b>						
<b>20 Salaries:</b>						
21 Faculty	\$36,441,514	28.10%	\$37,387,853	27.33%	\$946,339	2.60%
22 Executive/Admin	4,351,869	3.36%	4,608,605	3.37%	256,736	5.90%
23 Managerial/Prof	15,055,723	11.61%	16,243,102	11.87%	1,187,379	7.89%
24 Classified	12,111,226	9.34%	12,562,919	9.18%	451,693	3.73%
25 Grad Assist	1,934,432	1.49%	2,403,809	1.76%	469,377	24.26%
26 Irregular Help	3,691,408	2.85%	4,540,511	3.32%	849,103	23.00%
27 Total Salaries	\$73,586,172	56.75%	\$77,746,799	56.82%	\$4,160,627	5.65%
28 Personnel Benefits	27,256,153	21.02%	28,967,018	21.17%	1,710,865	6.28%
29 Total Pers Costs	\$100,842,325	77.77%	\$106,713,817	77.99%	\$5,871,492	5.82%
<b>30 Operating Expense:</b>						
31 Travel	\$551,490	0.43%	\$598,407	0.44%	46,917	8.51%
32 Utilities	4,764,570	3.67%	4,789,070	3.50%	24,500	0.51%
33 Insurance	757,989	0.58%	757,989	0.55%	0	0.00%
34 Other Oper. Exp	18,139,597	13.99%	19,376,001	14.16%	1,236,404	6.82%
35 Total Oper. Exp	\$24,213,646	18.67%	\$25,521,467	18.65%	\$1,307,821	5.40%
<b>36 Capital Outlay:</b>						
37 Depart Equipment	\$1,813,161	1.40%	\$1,788,395	1.31%	(24,766)	-1.37%
38 Library Acquisitions	2,801,429	2.16%	2,801,429	2.05%	0	0.00%
39 Total Cap Outlay	\$4,614,590	3.56%	\$4,589,824	3.35%	(\$24,766)	-0.54%
40 Tot Bdgt by Exp Class	\$129,670,561	100.00%	\$136,825,108	100.00%	\$7,154,547	5.52%
41 One-time CEC/Bonus	\$858,200		\$0		(858,200)	
42 One-time Other	\$1,908,039		\$1,824,692		(83,347)	
43 Activity Total	\$132,436,800		\$138,649,800		\$6,213,000	4.69%
44 TOTAL FTE POSITIONS	1,144.21		1,173.68		29.47	2.58%

# IDAHO STATE UNIVERSITY

## Summary of Salary Changes for FY2016 by Employee Group

Institution/Agency by Group	Existing Positions								Position Adjustments		Total	
	FTE	FY2015		Salary Adjustments			FY2016		FTE	Salary Base	FTE	FY2016 Salary
		Salary Base	Promotion	Perf/Exp	Equity	Total	Salary	% Incr				
<b>General Education</b>												
Faculty	450.87	30,958,407.41	166,608.81	770,172.23	33,964.59	970,745.63	31,929,153.04	3.14	8.68	166,270.24	459.55	\$32,095,423.28
Adjunct Faculty		5,483,106.34	6,864.00	87,043.72		93,907.72	5,577,014.06	1.71		-284,584.01		\$5,292,430.05
Executive/Administrative	30.54	4,351,868.58		144,591.75		144,591.75	4,496,460.33	3.32		112,144.59	30.54	\$4,608,604.92
Managerial/Professional	257.00	15,055,723.47		405,825.18	6,355.31	412,180.49	15,467,903.96	2.74	14.79	775,198.16	271.79	\$16,243,102.12
Classified	405.80	12,111,226.51		337,867.81	3,804.80	341,672.61	12,452,899.12	2.82	6.00	110,019.69	411.80	\$12,562,918.81
Teaching Assistant	0.00	1,934,431.68		61,264.64		61,264.64	1,995,696.32	3.17		408,112.48	0.00	\$2,403,808.80
Irregular Salaries	0.00	3,691,407.81				0.00	3,691,407.81	0.00		849,103.23	0.00	\$4,540,511.04
<b>Total</b>	<b>1,144.21</b>	<b>\$73,586,171.80</b>	<b>\$173,472.81</b>	<b>\$1,806,765.33</b>	<b>\$44,124.70</b>	<b>\$2,024,362.84</b>	<b>\$75,610,534.64</b>	<b>2.75</b>	<b>29.47</b>	<b>\$2,136,264.38</b>	<b>1,173.68</b>	<b>\$77,746,799.02</b>
<b>Idaho Dental Education Program</b>												
Faculty	2.00	117,270.40		1,227.20		1,227.20	118,497.60	1.05			2.00	\$118,497.60
Adjunct Faculty	0.00	65,155.20				0.00	65,155.20	0.00			0.00	\$65,155.20
Executive/Administrative	0.00	0.00				0.00	0.00	N/A			0.00	\$0.00
Managerial/Professional	1.25	96,086.74		3,859.50		3,859.50	99,946.24	4.02		-206.23	1.25	\$99,740.01
Classified	0.00	0.00				0.00	0.00	0.00			0.00	\$0.00
Teaching Assistant	0.00	0.00				0.00	0.00	N/A			0.00	\$0.00
Irregular Salaries	0.00	21,303.52				0.00	21,303.52	N/A		5,674.66	0.00	\$26,978.18
<b>Total</b>	<b>3.25</b>	<b>\$299,815.86</b>	<b>\$0.00</b>	<b>\$5,086.70</b>	<b>\$0.00</b>	<b>\$5,086.70</b>	<b>\$304,902.56</b>	<b>1.70</b>	<b>0.00</b>	<b>\$5,468.43</b>	<b>3.25</b>	<b>\$310,370.99</b>
<b>Idaho Museum of Natural History</b>												
Faculty	0.17	13,369.88		536.99		536.99	13,906.87	4.02			0.17	\$13,906.87
Adjunct Faculty		0.00				0.00	0.00					\$0.00
Executive/Administrative	0.41	56,285.62				0.00	56,285.62	0.00			0.41	\$56,285.62
Managerial/Professional	5.30	203,428.08		5,379.49		5,379.49	208,807.57	2.64			5.30	\$208,807.57
Classified	1.20	35,771.84		1,077.44		1,077.44	36,849.28	3.01			1.20	\$36,849.28
Teaching Assistant	0.00	0.00				0.00	0.00	N/A			0.00	\$0.00
Irregular Salaries	0.00	12,922.14				0.00	12,922.14	N/A		-1,262.59	0.00	\$11,659.55
<b>Total</b>	<b>7.08</b>	<b>\$321,777.56</b>	<b>\$0.00</b>	<b>\$6,993.92</b>	<b>\$0.00</b>	<b>\$6,993.92</b>	<b>\$328,771.48</b>	<b>2.17</b>	<b>0.00</b>	<b>-\$1,262.59</b>	<b>7.08</b>	<b>\$327,508.89</b>
<b>Family Practice Residency</b>												
Faculty	1.50	230,392.21		7,520.03		7,520.03	237,912.24	3.26	-0.50	-42,482.30	1.00	\$195,429.94
Adjunct Faculty		821.08				0.00	821.08			640.87		\$1,461.95
Executive/Administrative	0.00	0.00				0.00	0.00	N/A			0.00	\$0.00
Managerial/Professional	1.80	191,000.74		2,174.73		2,174.73	193,175.47	1.14	1.00	72,951.15	2.80	\$266,126.62
Classified	1.00	31,075.20		1,248.00		1,248.00	32,323.20	4.02	1.00	33,030.40	2.00	\$65,353.60
Teaching Assistant	0.00	0.00				0.00	0.00	N/A			0.00	\$0.00
Irregular Salaries	0.00	0.00				0.00	0.00	N/A			0.00	\$0.00
<b>Total</b>	<b>4.30</b>	<b>\$453,289.23</b>	<b>\$0.00</b>	<b>\$10,942.76</b>	<b>\$0.00</b>	<b>\$10,942.76</b>	<b>\$464,231.99</b>	<b>2.41</b>	<b>1.50</b>	<b>\$64,140.12</b>	<b>5.80</b>	<b>\$528,372.11</b>

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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**UNIVERSITY OF IDAHO**  
**FY2016 BUDGET OVERVIEW**  
**Appropriated Funds**

The FY2016 General Education operating budget totals \$164,445,000 with \$163,431,800 in permanent base funding and \$1,013,200 in one-time funding. Key base funding from the state includes:

- Salary Increases (CEC): \$1,839,000
  - This amount covers approximately 60% of the CEC cost for the university's Education and General budget leaving \$1.2m to be covered from other sources, primarily student tuition.
- Benefit Increases: \$469,700
  - This amount covers approximately 28% of the estimated benefit costs for the Education and General budget leaving \$1.2m to be covered from other sources, primarily student tuition.
- Complete College Idaho: \$557,100
  - This new appropriation represents 54% of the total CCI request of \$1,034,000. These funds will be used to fund key academic advising positions.
- Employment Readiness: \$506,400
  - This new appropriation represents 34% of the total base Employment Readiness request of \$1,294,000. These funds will be used for director positions in our Undergraduate Research Opportunity and Internship Programs as well as staff positions in Career and Placement Advising.

Overall the base state general fund appropriation for the University of Idaho is increasing from \$79,120,500 in FY2015 to \$81,548,300 in FY2016, an increase of 3.1%.

The Board approved an undergraduate resident student tuition and fee increase of 3.5% or \$236 per academic year. The ASUI leadership once again provided key support for the operating budget, in this case by limiting the student activity fee increase for the coming year to 1.6%. These increases were focused on the maintenance of current operations including Change in Employee Compensation (CEC), benefit rate changes and repair and replacement of critical equipment. This action by student leadership enabled the majority of the student tuition and fee increase to go to tuition, which is the primary source of flexible dollars to meet the institution's key operating budget needs. There were no increases to the facility or technology fees for FY16.

The Board approved professional fee increases for the Colleges of Law and Art and Architecture as well as program fee increases for the Executive MBA and MOSS Environmental Education Graduate programs. These increases will enable these programs to sustain quality and further invest in student success.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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The University continues to focus on ensuring that all university resources are used in an effective manner to meet the strategic priorities of the university. Within the General Education budget these efforts for the coming year include for the 3% CEC, a critical need of the university as we try to compete for the best faculty and staff on the behalf of our students. In addition, we used increased state funding to help cover the increased costs of providing medical benefits to our employees, and, together with the funds received through the basic fee increase, to meet obligated cost increases for utilities, contracts, faculty promotions, and inflationary costs in Library serials and periodicals.

We believe the budget you see here will provide a sound base from which to grow an effective and efficient institution that can continue to meet its key roles in education, research and outreach.



**UNIVERSITY OF IDAHO**  
**Budget Distribution by Activity and Expense Class**  
**July 1, 2015 - June 30, 2016**  
**Appropriated Funds**

	FY2015 Original Budget		FY2016 Original Budget		Changes from Prior Year	
	Amount	% of Total	Amount	% of Total	Amount	% Chge
<b>Revenue by Source</b>						
1 State General Account - ongoing	\$79,120,500	49.18%	\$81,548,300	49.59%	\$2,427,800	3.07%
2 State General Account - one time	3,003,900	1.87%	1,013,200	0.62%	(1,990,700)	-66.27%
3 State Endowments	8,356,800	5.19%	9,171,600	5.58%	814,800	9.75%
4 Student Tuition and Fees	70,384,528	43.75%	72,711,900	44.22%	2,327,372	3.31%
5 Total Operating Revenues	\$160,865,728	100.00%	\$164,445,000	100.00%	\$3,579,272	2.23%
<b>Expenses</b>						
<b>By Function:</b>						
6 Instruction	\$65,622,683	41.57%	\$66,825,148	40.89%	\$1,202,465	1.83%
7 Research	5,505,125	3.49%	6,020,288	3.68%	515,163	9.36%
8 Public Service	654	0.00%	644	0.00%	(10)	-1.53%
9 Library	9,344,682	5.92%	9,742,835	5.96%	398,153	4.26%
10 Student Services	7,905,747	5.01%	9,510,508	5.82%	1,604,761	20.30%
11 Student Financial Aid	6,729,243	4.26%	6,871,448	4.20%	142,205	2.11%
12 Physical Plant	27,247,634	17.26%	27,248,901	16.67%	1,267	0.00%
13 Institutional Support	20,296,667	12.86%	21,198,428	12.97%	901,761	4.44%
14 Academic Support	11,516,193	7.30%	12,089,400	7.40%	573,207	4.98%
15 Auxiliaries		0.00%		0.00%	0	0.00%
16 Athletics	3,693,200	2.34%	3,924,200	2.40%	231,000	6.25%
17 Total Bdgt by Function	\$157,861,828	100.00%	\$163,431,800	100.00%	\$5,569,972	3.53%
<b>18 By Expense Class:</b>						
<b>19 Personnel Costs:</b>						
<b>20 Salaries:</b>						
21 Faculty	\$43,383,308	27.48%	\$45,177,849	27.64%	\$1,794,541	4.14%
22 Executive/Admin	5,721,561	3.62%	6,165,817	3.77%	444,256	7.76%
23 Managerial/Prof	14,667,281	9.29%	15,399,100	9.42%	731,819	4.99%
24 Classified	16,832,450	10.66%	17,698,795	10.83%	866,345	5.15%
25 Grad Assist	3,449,177	2.18%	3,552,662	2.17%	103,485	3.00%
26 Irregular Help	1,018,937	0.65%	1,053,841	0.64%	34,904	3.43%
27 Total Salaries	\$85,072,714	53.89%	\$89,048,064	54.49%	\$3,975,350	4.67%
28 Personnel Benefits	26,295,854	16.66%	29,045,216	17.77%	2,749,362	10.46%
29 Total Pers Costs	\$111,368,568	70.55%	\$118,093,280	72.26%	\$6,724,712	6.04%
<b>30 Operating Expense:</b>						
31 Travel	\$375,537	0.24%	\$372,450	0.23%	(3,087)	-0.82%
32 Utilities & Debt Service	10,166,072	6.44%	10,187,122	6.23%	21,050	0.21%
33 Insurance	885,685	0.56%	763,785	0.47%	(121,900)	-13.76%
34 Other Oper. Exp	29,149,771	18.47%	27,767,026	16.99%	(1,382,745)	-4.74%
35 Total Oper. Exp	\$40,577,065	25.70%	\$39,090,383	23.92%	(\$1,486,682)	-3.66%
<b>36 Capital Outlay:</b>						
37 Depart Equipment	\$581,640	0.37%	\$566,582	0.35%	(15,058)	-2.59%
38 Library Acquisitions	5,334,555	3.38%	5,681,555	3.48%	347,000	6.50%
39 Total Cap Outlay	\$5,916,195	3.75%	\$6,248,137	3.82%	\$331,942	5.61%
40 Tot Bdgt by Exp Class	\$157,861,828	100.00%	\$163,431,800	100.00%	\$5,569,972	3.53%
41 One-time CEC/Bonus	\$0		\$0		\$0	
42 One-time Other	\$3,003,900		\$1,013,200		(\$1,990,700)	
43 Activity Total	\$160,865,728		\$164,445,000		\$3,579,272	2.23%
44 TOTAL FTE POSITIONS	1,239.70		1,251.33		11.63	0.94%

**UNIVERSITY OF IDAHO**  
**Summary of Salary Changes for FY2016 by Employee Group**

Institution/Agency by Group	FY2015 Budget Book *		Annual Salary Process							Midyear Changes and Position Adjustments		FY2016 Budget Book		
	FY2015		Salary Adjustments							FY2016				
	FTE	Salary Base	Promotion	Merit	Equity/Other	Across the Board	Total	Salary	% Incr	FTE	Salary Base	FTE	Salary	% Incr
<b>General Education (U1)</b>														
Faculty														
Professor	157.97	\$ 15,098,757.00	\$ -	\$ 356,479.17	\$ -	\$ -	\$ 356,479.17	\$ 15,455,236.17	2.36%	(7.31)	\$ (746,574.17)	150.66	\$ 14,708,662.00	-2.58%
Associate Professor	142.04	10,069,132.00	66,891.60	283,281.48	-	-	350,173.08	10,419,305.08	3.48%	0.62	338,106.92	142.66	10,757,412.00	6.84%
Assistant Professor	104.60	6,482,590.00	56,406.60	243,118.51	-	-	299,525.11	6,782,115.11	4.62%	13.92	841,642.89	118.52	7,623,758.00	17.60%
Other	124.21	11,732,829.00	2,500.00	352,355.83	-	-	354,855.83	12,087,684.83	3.02%	0.22	332.17	124.43	12,088,017.00	3.03%
Total Faculty	528.82	\$ 43,383,308.00	\$ 125,798.20	\$ 1,235,234.99	\$ -	\$ -	\$ 1,361,033.19	\$ 44,744,341.19	3.14%	7.45	\$ 433,507.81	536.27	\$ 45,177,849.00	4.14%
Executive/Administrative	38.22	5,721,561.00	10,300.00	134,796.56	-	-	145,096.56	5,866,657.56	2.54%	0.66	299,159.44	38.88	6,165,817.00	7.76%
Managerial/Professional	228.80	14,667,281.00	-	401,866.28	-	-	401,866.28	15,069,147.28	2.74%	(4.58)	329,952.72	224.22	15,399,100.00	4.99%
Classified	443.86	16,832,450.00	-	544,370.37	-	-	544,370.37	17,376,820.37	3.23%	8.10	321,974.63	451.96	17,698,795.00	5.15%
Teaching Assistant	-	3,449,177.00	-	103,489.14	-	-	103,489.14	3,552,666.14	3.00%	-	(4.14)	-	3,552,662.00	3.00%
Irregular Help	-	1,018,937.00	-	-	-	-	-	1,018,937.00	0.00%	-	34,904.00	-	1,053,841.00	3.43%
Total	1,239.70	\$ 85,072,714.00	\$ 136,098.20	\$ 2,419,757.34	\$ -	\$ -	\$ 2,555,855.54	\$ 87,628,569.54	3.00%	11.63	\$ 1,419,494.46	1,251.33	\$ 89,048,064.00	4.67%

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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**LEWIS-CLARK STATE COLLEGE**  
**FY2016 BUDGET OVERVIEW**  
**Appropriated Funds**

LCSC's FY2016 General Fund budget of \$15,687,900 represents a 10.8% increase in appropriated General Fund dollars compared to FY2015, reflecting additional funding to cover increased employee salary and benefit costs, continued funding of the College's "CCI/60%" line item request (\$299,600), a \$209,700 increment to initiate the College's Work Scholars program, and \$810,700 one-time funding for replacement capital outlay. General Fund dollars were provided to cover approximately half of the Legislature's adopted 3% CEC increase and health insurance bump. A portion of the CEC increase and increased employee benefit costs will be borne by LCSC students—a request to fund shift these dollars to the General Fund was not approved for FY2016. One-time replacement capital outlay funding will be used to address critical technological and equipment needs across campus in FY16.

The cumulative negative impact of austere budgets since FY2009 will be partially offset by increased tuition and fees (fees). A 1.7% increase in fees for LCSC students was approved by the State Board of Education in April 2015—the projected revenue from this increase will be used to fund the CEC and benefit costs allocated to student fees by the Legislature, and to provide a modest pool of funding for faculty promotions and equity adjustments. Based on our enrollment projections and the newly-approved fees level, we estimate that approximately \$15.3 M in student fees will be generated in FY2016. An increase in Normal School Endowment funds (\$1,804,200 in FY2016 compared to \$1,572,000 in FY2015) will help offset increased operating costs. LCSC's Professional-Technical Education (P.T.E.) appropriation for FY2016 (\$4,258,256) provides funding for salary and benefit increases, and one additional position in Automated Manufacturing. One-time funds totaling \$81,000 were also received for FY16, and will be used to address critical equipment needs in the PTE program.

The total of the budget components outlined above (General Fund, Student Fees, Normal School Endowment, and P.T.E. dollars) equals LCSC's FY2016 Total General Education and Professional-Technical Education budget of \$37,017,256.

LCSC's General Education personnel structure will increase slightly in FY2016, to a total of 346.27 FTE on board. Our legislative appropriation included funding for 5 new positions (four for CCI, and one for College Work Scholars).

Looking ahead to FY2017 and beyond, LCSC will work to secure additional funds for Personnel, Operating Expense, and Capital Outlay accounts to continue to expand student programs to meet the State Board's "60%" target, sustain campus infrastructure, rebuild financial reserves, and narrow the compensation gap between LCSC employees and their counterparts at peer institutions. LCSC is committed to maintaining sound stewardship of our FY2016 operating funds and to efficiently and effectively deliver the instructional programs within our Board-assigned mission areas, while preserving student access to quality educational services.

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**LEWIS-CLARK STATE COLLEGE**  
**Budget Distribution by Activity and Expense Class**  
**July 1, 2015 - June 30, 2016**  
**Appropriated Funds**

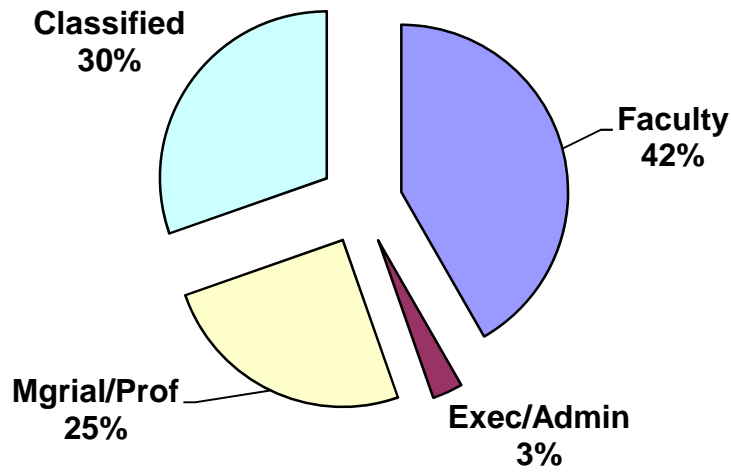
	FY2015 Original Budget		FY2016 Original Budget		Changes from Prior Year	
	Amount	% of Total	Amount	% of Total	Amount	% Chge
<b>Revenue by Source</b>						
1 State General Account - ongoing	\$14,061,900	47.05%	\$14,862,200	45.37%	\$800,300	5.69%
2 State General Account - one time	102,000	0.34%	825,700	2.52%	723,700	709.51%
3 State Endowments	1,505,200	5.04%	1,804,200	5.51%	299,000	19.86%
4 Student Tuition and Fees	14,215,000	47.57%	15,266,900	46.60%	1,051,900	7.40%
5 Total Operating Revenues	\$29,884,100	100.00%	\$32,759,000	100.00%	\$2,874,900	9.62%
<b>Expenses</b>						
<b>By Function:</b>						
6 Instruction	\$14,418,414	48.41%	\$15,180,013	47.54%	\$761,599	5.28%
7 Research	138,287	0.46%	148,104	0.46%	9,817	7.10%
8 Public Service	320,541	1.08%	325,622	1.02%	5,081	1.59%
9 Library	1,230,537	4.13%	1,308,771	4.10%	78,234	6.36%
10 Student Services	2,536,180	8.52%	2,704,108	8.47%	167,928	6.62%
11 Student Financial Aid	540,000	1.81%	540,000	1.69%	0	0.00%
12 Physical Plant	2,984,608	10.02%	3,043,727	9.53%	59,119	1.98%
13 Institutional Support	4,148,766	13.93%	4,967,784	15.56%	819,018	19.74%
14 Academic Support	2,458,817	8.26%	2,578,276	8.07%	119,459	4.86%
15 Auxiliaries	11,400	0.04%	11,400	0.04%	0	0.00%
16 Athletics	994,550	3.34%	1,125,495	3.52%	130,945	13.17%
17 Total Bdgt by Function	\$29,782,100	100.00%	\$31,933,300	100.00%	\$2,151,200	7.22%
<b>18 By Expense Class:</b>						
<b>19 Personnel Costs:</b>						
<b>20 Salaries:</b>						
21 Faculty	\$8,641,570	29.02%	\$9,072,423	28.41%	\$430,853	4.99%
22 Executive/Admin	1,288,307	4.33%	1,339,786	4.20%	51,479	4.00%
23 Managerial/Prof	3,939,203	13.23%	4,246,505	13.30%	307,302	7.80%
24 Classified	2,653,920	8.91%	2,808,786	8.80%	154,866	5.84%
25 Grad Assist		0.00%		0.00%	0	0.00%
26 Irregular Help	483,100	1.62%	469,300	1.47%	(13,800)	-2.86%
27 Total Salaries	\$17,006,100	57.10%	\$17,936,800	56.17%	\$930,700	5.47%
28 Personnel Benefits	7,086,600	23.79%	7,555,300	23.66%	468,700	6.61%
29 Total Pers Costs	\$24,092,700	80.90%	\$25,492,100	79.83%	\$1,399,400	5.81%
<b>30 Operating Expense:</b>						
31 Travel	\$0	0.00%	\$0	0.00%	0	0.00%
32 Utilities	888,000	2.98%	888,000	2.78%	0	0.00%
33 Insurance	186,300	0.63%	186,300	0.58%	0	0.00%
34 Other Oper. Exp	4,181,100	14.04%	4,912,900	15.38%	731,800	17.50%
35 Total Oper. Exp	\$5,255,400	17.65%	\$5,987,200	18.75%	\$731,800	13.92%
<b>36 Capital Outlay:</b>						
37 Depart Equipment	\$91,000	0.31%	\$91,000	0.28%	0	0.00%
38 Library Acquisitions	343,000	1.15%	363,000	1.14%	20,000	5.83%
39 Total Cap Outlay	\$434,000	1.46%	\$454,000	1.42%	\$20,000	4.61%
40 Tot Bdgt by Exp Class	\$29,782,100	100.00%	\$31,933,300	100.00%	\$2,151,200	7.22%
41 One-time CEC/Bonus	\$102,000		\$0		(102,000)	
42 One-time Other	\$0		\$825,700		825,700	
43 Activity Total	\$29,884,100		\$32,759,000		\$2,874,900	9.62%
44 TOTAL FTE POSITIONS	338.57		346.27		7.70	2.27%

# LEWIS-CLARK STATE COLLEGE

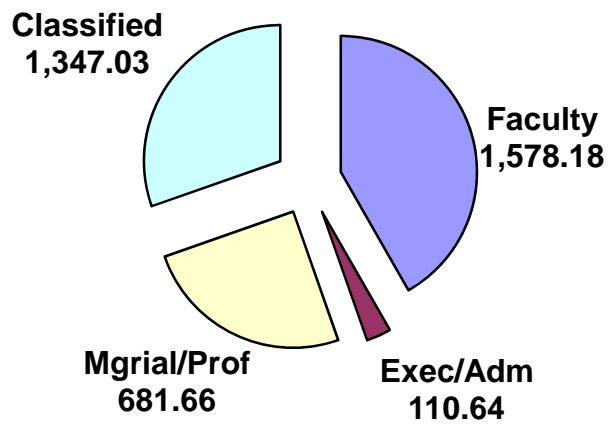
## Summary of Salary Changes for FY2016 by Employee Group

Institution/Agency by Group	Existing Positions							Position Adjustments		Total		
	FY2015		Salary Adjustments				FY2016				FY2016	
	FTE	Salary Base	Promotion	Merit (CEC)	Equity	Total	Salary	% Incr	FTE	Salary Base	FTE	Salary Base
<b>General Education</b>												
Faculty												
Professor	45.00	2,788,186	14,000	68,270	50,650	132,920	2,921,106	4.77	(4.00)	(242,648)	41.00	2,678,458
Associate Professor	24.50	1,288,778	55,000	49,251	19,700	123,951	1,412,729	9.62	8.50	434,616	33.00	1,847,345
Assistant Professor	46.50	2,259,613		44,131	24,350	68,481	2,328,094	3.03	(1.00)	(112,611)	45.50	2,215,483
Instr/Lect	27.00	1,162,993		26,284	12,000	38,284	1,201,277	3.29	(1.51)	(57,139)	25.49	1,144,138
Part-Time Instructor	0.00	1,142,000				0	1,142,000	0.00		45,000	0.00	1,187,000
Total Faculty	143.00	8,641,570	69,000	187,935	106,700	363,635	9,005,205	4.21	1.99	67,218	144.99	9,072,423
Executive/Administrative	13.90	1,288,307		36,792	14,542	51,334	1,339,641	3.98		145	13.90	1,339,786
Managerial/Professional	85.96	3,939,203		116,849	42,375	159,224	4,098,427	4.04	3.57	148,078	89.53	4,246,505
Classified	95.71	2,653,920		78,668	27,729	106,397	2,760,317	4.01	2.14	48,469	97.85	2,808,786
Irregular Help	0.00	483,100				0	483,100	0.00		(13,800)	0.00	469,300
Total	338.57	17,006,100	69,000	420,244	191,346	680,590	17,686,690	4.00	7.70	250,110	346.27	17,936,800
<b>Prof'l-Tech'l Education</b>												
Faculty												
Professor	23.00	1,247,118		33,792	12,250	46,042	1,293,160	3.69	(2.00)	(109,049)	21.00	1,184,111
Associate Professor	5.00	214,076		6,422	2,500	8,922	222,998	4.17	1.00	45,000	6.00	267,998
Assistant Professor	9.00	396,359		7,306	2,500	9,806	406,165	2.47	2.00	83,661	11.00	489,826
Instr/Lect	0.00	0				0	0	0.00			0.00	0
Part-Time Instructor	0.00	0				0	0	0.00			0.00	0
Total Faculty	37.00	1,857,553	0	47,520	17,250	64,770	1,922,323	3.49	1.00	19,612	38.00	1,941,935
Executive/Administrative	1.10	95,506		2,994	2,058	5,052	100,558	5.29			1.10	100,558
Managerial/Professional	8.03	433,664		11,620	1,827	13,447	447,111	3.10	(0.03)	(4,641)	8.00	442,470
Classified	8.45	238,473		6,512	2,582	9,094	247,567	3.81	(0.08)	(131)	8.37	247,436
Irregular Help	0.00	5,260				0	5,260	N/A		18,327	0.00	23,587
Total	54.58	2,630,456	0	68,646	23,717	92,363	2,722,819	3.51	0.89	33,167	55.47	2,755,986
<b>Local Funds (incl G&amp;K)</b>												
Faculty												
Professor	0.00	0				0	0	0.00			0.00	0
Associate Professor	1.00	52,584		1,577		1,577	54,161	0.00			1.00	54,161
Assistant Professor	0.50	23,782		690		690	24,472	0.00		(782)	0.50	23,690
Instr/Lect	2.10	99,826		1,628		1,628	101,454	0.00	(0.48)	(31,748)	1.62	69,706
Part-Time Instructor	0.00	0				0	0	0.00			0.00	0
Total Faculty	3.60	176,192	0	3,895	0	3,895	180,087	0.00	(0.48)	(32,530)	3.12	147,557
Executive/Administrative	0.00	0				0	0	N/A			0.00	0
Managerial/Professional	31.56	1,355,650		40,459	6,985	47,444	1,403,094	3.50	(0.49)	(50,336)	31.07	1,352,758
Classified	25.14	681,246		17,140	1,889	19,029	700,275	2.79	(0.77)	(16,447)	24.37	683,828
Irregular Help	0.00	0				0	0	0.00			0.00	0
Total	60.30	2,213,088	0	61,494	8,874	70,368	2,283,456	3.18	(1.74)	(99,313)	58.56	2,184,143
<b>ALL FUNDS TOTAL</b>												
Faculty												
Professor	68.00	4,035,304	14,000	102,062	62,900	178,962	4,214,266	4.43	(6.00)	(351,697)	62.00	3,862,569
Associate Professor	30.50	1,555,438	55,000	57,250	22,200	134,450	1,689,888	8.64	9.50	479,616	40.00	2,169,504
Assistant Professor	56.00	2,679,754	0	52,126	26,850	78,976	2,758,730	2.95	1.00	(29,732)	57.00	2,728,998
Instr/Lect	29.10	1,262,819	0	27,912	12,000	39,912	1,302,731	3.16	(1.99)	(88,887)	27.11	1,213,844
Part-Time Instructor	0.00	1,142,000	0	0	0	0	1,142,000	0.00	0.00	45,000	0.00	1,187,000
Total Faculty	183.60	10,675,315	69,000	239,350	123,950	432,300	11,107,615	4.05	2.51	54,300	186.11	11,161,915
Executive/Administrative	15.00	1,383,813	0	39,786	16,600	56,386	1,440,199	4.07	0.00	145	15.00	1,440,344
Managerial/Professional	125.55	5,728,517	0	168,928	51,187	220,115	5,948,632	3.84	3.05	93,101	128.60	6,041,733
Classified	129.30	3,573,639	0	102,320	32,200	134,520	3,708,159	3.76	1.29	31,891	130.59	3,740,050
Irregular Help	0.00	488,360	0	0	0	0	488,360	0.00	0.00	4,527	0.00	492,887
Total	453.45	21,849,644	69,000	550,384	223,937	843,321	22,692,965	3.86	6.85	183,964	460.30	22,876,929

**College & Universities  
FY16 Budgeted Positions by Type - % of Total**



**College & Universities  
FY16 Budgeted Positions by Type - FTP**



**COLLEGE & UNIVERSITIES**  
**Operating Budget Personnel Costs Summary**  
**July 1, 2015 - June 30, 2016**

Classification	FY2015 Original Budget				FY2016 Original Budget			
	FTE	Salaries	Benefits	Total	FTE	Salaries	Benefits	Total
<b>BOISE STATE UNIVERSITY</b>								
1 Faculty	636.44	\$54,732,127	\$17,940,043	\$72,672,170	666.66	\$53,382,413	\$20,643,748	\$74,026,161
2 Executive/Administrative	36.08	5,756,122	\$1,657,927	7,414,049	43.19	6,842,909	\$2,726,533	9,569,442
3 Managerial/Professional	452.47	25,227,080	\$10,371,448	35,598,528	497.27	28,688,054	\$11,295,635	39,983,689
4 Classified	349.63	10,281,157	\$6,000,829	16,281,986	354.28	11,027,808	\$4,284,551	15,312,359
5 Irregular Help		1,154,343	103,891	1,258,234		994,578	84,003	1,078,581
6 Graduate Assistants		4,211,635	168,465	4,380,100		4,109,681	164,387	4,274,068
7 TOTAL	1,474.62	\$101,362,464	\$36,242,603	\$137,605,067	1,561.40	\$105,045,443	\$39,198,857	\$144,244,300
8			Number of New Positions		86.78			
9								
10								
<b>IDAHO STATE UNIVERSITY</b>								
12 Faculty	450.87	\$36,441,514	\$12,704,173	\$49,145,687	459.55	\$37,387,853	\$13,310,039	\$50,697,892
13 Executive/Administrative	30.54	4,351,869	1,219,033	5,570,902	30.54	4,608,605	1,289,436	5,898,041
14 Managerial/Professional	257.00	15,055,723	5,887,585	20,943,308	271.79	16,243,102	6,445,635	22,688,737
15 Classified	405.80	12,111,226	7,073,135	19,184,361	411.80	12,562,919	7,524,108	20,087,027
16 Irregular Help		3,691,408	363,569	4,054,977		4,540,511	385,122	4,925,633
17 Graduate Assistants		1,934,432	8,658	1,943,090		2,403,809	12,678	2,416,487
18 TOTAL	1,144.21	\$73,586,172	\$27,256,153	\$100,842,325	1,173.68	\$77,746,799	\$28,967,018	\$106,713,817
19			Number of New Positions		29.47			
20								
21								
<b>UNIVERSITY OF IDAHO</b>								
23 Faculty	528.82	\$43,383,308	\$12,770,963	\$56,154,271	536.27	\$45,177,849	\$14,012,238	\$59,190,087
24 Executive/Administrative	38.22	5,721,561	1,397,241	7,118,802	38.88	6,165,817	2,065,571	8,231,388
25 Managerial/Professional	228.80	14,667,281	4,796,181	19,463,462	224.22	15,399,100	5,819,617	21,218,717
26 Classified	443.86	16,832,450	7,093,189	23,925,639	451.96	17,698,795	6,802,537	24,501,332
27 Irregular Help		1,018,937	203,787	1,222,724		1,053,841	258,214	1,312,055
28 Graduate Assistants		3,449,177	34,493	3,483,670		3,552,662	87,039	3,639,701
29 TOTAL	1,239.70	\$85,072,714	\$26,295,854	\$111,368,568	1,251.33	\$89,048,064	\$29,045,216	\$118,093,280
30			Number of New Positions		11.63			
31								
32								
<b>LEWIS CLARK STATE COLLEGE</b>								
34 Faculty	143.00	\$8,641,570	\$3,268,427	\$11,909,997	144.99	\$9,072,423	\$3,449,137	\$12,521,560
35 Executive/Administrative	13.90	1,288,307	411,164	1,699,471	13.90	1,339,786	433,149	1,772,935
36 Managerial/Professional	85.96	3,939,203	1,752,668	5,691,871	89.53	4,246,505	1,906,267	6,152,772
37 Classified	95.71	2,653,920	1,612,746	4,266,666	97.85	2,808,786	1,726,486	4,535,272
38 Irregular Help		483,100	41,595	524,695		469,300	40,261	509,561
39 Graduate Assistants		0	0	0		0	0	0
40 TOTAL	338.57	\$17,006,100	\$7,086,600	\$24,092,700	346.27	\$17,936,800	\$7,555,300	\$25,492,100
41			Number of New Positions		7.70			
42								
43								
<b>TOTAL COLLEGE &amp; UNIVERSITIES</b>								
45 Faculty	1,759.13	\$143,198,519	\$46,683,606	\$189,882,125	1,807.47	\$145,020,538	\$51,415,162	\$196,435,700
46 Exec/Admin	118.74	17,117,859	4,685,365	21,803,224	126.51	18,957,117	6,514,689	25,471,806
47 Mgrial/Prof	1,024.23	58,889,287	22,807,882	81,697,169	1,082.81	64,576,761	25,467,154	90,043,915
48 Classified	1,295.00	41,878,753	21,779,899	63,658,652	1,315.89	44,098,308	20,337,682	64,435,990
49 Irregular Help	0.00	6,347,788	712,842	7,060,630	0.00	7,058,230	767,600	7,825,830
50 Graduate Assistants	0.00	9,595,244	211,616	9,806,860	0.00	10,066,152	264,104	10,330,256
51 TOTAL	4,197.10	\$277,027,450	\$96,881,210	\$373,908,660	4,332.68	\$289,777,106	\$104,766,391	\$394,543,497
52			Number of New Positions		135.58			



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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**POSTSECONDARY PROFESSIONAL-TECHNICAL EDUCATION SYSTEM**  
**FISCAL YEAR 2016 BUDGET OVERVIEW**

Funds are appropriated to the State Division of Professional-Technical Education for professional-technical education programs and services. The State Board of Education approved the allocation of the appropriation for postsecondary professional-technical education at its April 15-16, 2015 meeting. The State Division of Professional-Technical Education requests approval of the FY2016 Operating Budget for the Postsecondary Professional-Technical Education System.

The allocation and reallocation of funds for the FY2016 Postsecondary Professional-Technical Education System is based on the Strategic Plan for Professional-Technical Education in Idaho, as well as Board and Legislative Intent.

The FY2016 budget reflects an overall increase in the on-going budget of \$1,982,100 or 5.39%. The increase in the on-going state allocation includes: (1) \$825,000 for a 3% CEC increase; (2) \$287,400 for employee benefit cost increases; and (3) 3 faculty positions, \$191,500 in personnel costs and \$215,200 in operating expenses for Advanced Manufacturing programs; and (4) inflationary increases of \$3,500 for central services.

In addition, the Legislature appropriated one-time capital outlay funding for Advanced Manufacturing of \$596,000 and \$169,800 one-time state general funds for replacement capital outlay.

The following schedules are provided for review:

Operating Budget Distribution by Activity and Expense Standard Class	Page 34
Operating Budget Personnel Costs Summary	Page 35

1 **Postsecondary Professional-Technical Education System**

2  
3 **Operating Budget Distribution by Activity and Expense Standard Class**

4  
5 **July 1, 2015 - June 30, 2016**

6					Change	
7		Original	Percent	Original	from	Percent
8		FY2015	of Total	FY2016	Prior Year	Change
9						
10	<b>By Activity:</b>					
11						
12	Instruction	35,754,519	92.56%	37,735,772	1,981,253	5.54%
13	Plant Maintenance & Operations	1,036,681	2.68%	1,037,528	847	0.08%
14	One-Time Funds	1,836,800	4.76%	765,800	(1,071,000)	-58.31%
15						
16	Total Operating Budget	38,628,000	100.00%	39,539,100	911,100	2.36%
17						
18						
19	<b>TOTAL BUDGET</b>	<u>38,628,000</u>	<u>100.00%</u>	<u>39,539,100</u>	<u>911,100</u>	<u>2.36%</u>
20						
21						
22	<b>By Expense Standard Class:</b>					
23						
24	Personnel Costs:					
25	Faculty	14,960,456	40.66%	15,197,823	237,367	1.59%
26	Executive/Administrative	868,019	2.36%	949,735	81,716	9.41%
27	Managerial/Professional	3,194,086	8.68%	3,577,171	383,085	11.99%
28	Classified	3,738,971	10.16%	4,018,380	279,409	7.47%
29	Irregular Help	923,421	2.51%	997,829	74,408	8.06%
30						
31	Total Salaries	23,684,953	64.38%	24,740,938	1,055,985	4.46%
32	Personnel Benefits	9,948,199	27.04%	10,242,011	293,812	2.95%
33						
34	Total Personnel Costs	33,633,152	91.42%	34,982,949	1,349,797	4.01%
35						
36						
37	Operating Expenses:	3,158,048	8.58%	3,790,352	632,304	20.02%
38						
39						
40	Capital Outlay:	0	0.00%	0	0	0.00%
41						
42						
43	Total On-Going Operating Budget	36,791,200	100.00%	38,773,301	1,982,101	5.39%
44						
45	One-Time Personnel Costs	278,700		0	(278,700)	
46	One-Time Operating Expenses	176,700		0	(176,700)	
47	One-Time Capital Outlay	1,381,400		765,800	(615,600)	
48	Total One-Time Funds	1,836,800		765,800	(1,071,000)	
49						
50						
51	<b>TOTAL BUDGET</b>	<u>38,628,000</u>	<u>100.00%</u>	<u>39,539,101</u>	<u>911,101</u>	<u>2.36%</u>
52						
53	<b>Total Full Time Positions (FTP)</b>	<u>484.46</u>		<u>491.83</u>	<u>7.37</u>	<u>1.52%</u>

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**Postsecondary Professional-Technical Education System  
Operating Budget Personnel Costs  
Summary  
July 1, 2015 - June 30, 2016**

	<b>FY 2015 Operating Budget</b>				<b>FY 2016 Operating Budget</b>			
<b>Classification</b>	<b>FTP</b>	<b>Salaries</b>	<b>Benefits</b>	<b>Total</b>	<b>FTP</b>	<b>Salaries</b>	<b>Benefits</b>	<b>Total</b>
Faculty	298.03	14,960,456	6,211,557	21,172,013	296.15	15,197,823	6,232,309	21,430,133
Exec/Admin	8.98	868,019	287,025	1,155,044	9.58	949,734	304,948	1,254,682
Manage/Prof	60.01	3,194,086	1,323,848	4,517,934	64.46	3,577,171	1,441,202	5,018,373
Classified	117.44	3,738,971	1,992,681	5,731,652	121.64	4,018,380	2,140,257	6,158,637
Irreg Help	0.00	923,421	133,088	1,056,509	0.00	997,829	123,294	1,121,124
<b>TOTAL</b>	<b>484.46</b>	<b>23,684,953</b>	<b>9,948,199</b>	<b>33,633,152</b>	<b>491.83</b>	<b>24,740,937</b>	<b>10,242,011</b>	<b>34,982,948</b>

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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**University of Idaho**  
**FY2016 Budget Overview**  
**Agricultural Research and Extension Service**

The Agricultural Research and Extension Service Appropriation (ARES) received an 8.6% increase in appropriation from FY16.

We continue to develop our strategic direction and realign and redirect our resources to promote the Programs of Distinction as identified in the strategic planning process completed during FY15. We have redirected resources and the efforts of current faculty and staff to grow these areas. With the addition of 5.5 FTP and funded technical support staff we will be able to recruit employees to market and communicate our successes and “tell our story”. ARES will also continue to identify alternate funding sources to supplement current funding to move toward an appropriate balance between personnel and operating expenditures.

In order to adequately serve the needs of the citizens and stakeholders of Idaho we must continue to modify our “road map” to the future and make appropriate changes in our programs and operations.

**UNIVERSITY OF IDAHO**  
**AVAILABILITY AND ALLOCATION OF FUNDS FOR FY2016**  
**AGRICULTURAL RESEARCH AND EXTENSION SYSTEM**

<b>1 FUNDS AVAILABLE</b>	<b>FTE</b>	<b>AMOUNT</b>
2		
3 FY2015 Operating Budget Base	285.24	\$ 26,453,700
4 Adjustments: Reappropriation		-
5 Adjustments: Appropriation Adjustment		-
6 Adjustments: Remove One-Time		(187,200)
7		
8		-
9 Adjustments: FTP Additions	-	-
10 Adjustments: FTP Adjustment	-	
11 FY2015 Adjusted Budget Base	<u>285.24</u>	<u>\$ 26,266,500</u>
12		
13 Additional Funding for FY2015		
14		\$ -
15		-
16 Total Funding Reduction	<u>-</u>	<u>\$ (187,200)</u>
17 Total Funds Available for FY2015	<u>285.24</u>	<u>\$ 26,266,500</u>
18		
19		
20		
21 <b>ALLOCATION OF FUNDS</b>		
22		
23 FY2015 Adjusted Budget Base	285.24	\$ 26,266,500
24		
25 MCO Increases/Decreases to Budget Base		
26     Operating Expense		\$ -
27     Inflationary Adjustments		\$ -
28     Benefit Costs		174,400
29     Change in Employee Compensation		566,400
30		
31 Total MCO Increases/Decreases	-	\$ 740,800
32		
33 Enhancements to Budget Base		
34     Increase in Personnel	9.62	\$ 1,528,900
35     Sheep Research Station	2.00	200,000
36 Total Enhancements	<u>11.62</u>	<u>\$ 1,728,900</u>
37		
38 Total Increases	<u>11.62</u>	<u>\$ 2,469,700</u>
39		
40 FY2016 Operating Budget	<u>296.86</u>	<u>\$ 28,736,200</u>

**AGRICULTURAL RESEARCH & EXTENSION SERVICE**

**Operating Budget Personnel Costs Summary**

**July 1, 2015 - June 30, 2016**

Classification	FY2015 Operating Budget				FY2016 Operating Budget			
	FTE	Salaries	Benefits	Total	FTE	Salaries	Benefits	Total
Faculty	171.64	\$11,053,578	\$4,068,346	\$15,121,924	173.75	\$13,727,397	\$2,520,120	\$16,247,517
Executive/Administrative	2.68	429,263	\$124,724	553,987	2.90	441,474	\$125,722	567,196
Managerial/Professional	30.74	1,508,834	\$677,346	2,186,180	31.94	1,746,708	\$683,663	2,430,371
Classified	80.18	2,726,025	\$1,482,506	4,208,531	88.27	3,487,719	\$1,587,994	5,075,713
Irregular Help		362,354	54,353	416,707		362,354	54,353	416,707
Graduate Assistants		244,625	2,446	247,071		251,967	2,519	254,486
<b>TOTAL</b>	<b>285.24</b>	<b>\$16,324,679</b>	<b>\$6,409,721</b>	<b>\$22,734,400</b>	<b>296.86</b>	<b>\$20,017,619</b>	<b>\$4,974,371</b>	<b>\$24,991,990</b>

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# HEALTH EDUCATION PROGRAMS

## FY 2016 Operating Budget

	FY 2015 BUDGET	FY 2016 BUDGET	PERCENT of CHANGE
1			
2 <b>By Program:</b>			
3     WI Veterinary Education	2,051,300	2,015,600	-1.74%
4     WWAMI Medical Education	3,962,000	4,638,900	17.08%
5     Idaho Dental Education Program	1,705,500	1,753,600	2.82%
6     University of Utah Medical Education	1,333,600	1,356,000	1.68%
7     Family Medicine Residencies	2,241,800	2,936,900	31.01%
8     Boise Internal Medicine Residency	240,000	240,000	0.00%
9     Psychiatry Residency	121,400	157,800	29.98%
10 <b>Total Programs</b>	<b>11,655,600</b>	<b>13,098,800</b>	12.38%
11 <b>By Fund Source:</b>			
12     General Fund	11,355,700	12,795,300	12.68%
13     Student Fee Revenue	299,900	303,500	1.20%
14 <b>Total Funds</b>	<b>11,655,600</b>	<b>13,098,800</b>	12.38%
15 <b>By Expenditure Classification:</b>			
16     Personnel Costs	2,196,300	2,579,600	17.45%
17     Operating Expenditures	1,750,300	1,819,100	3.93%
18     Capital Outlay	108,600	37,500	-65.47%
19     Trustee & Benefits	7,600,400	8,662,600	13.98%
20     Lump Sum	0	0	0.00%
21 <b>Total Expenditures</b>	<b>11,655,600</b>	<b>13,098,800</b>	12.38%
22 <b>Full Time Position</b>	21.3	23.8	11.74%

### 23 Budget Overview

The FY 2016 budget for Health Education Programs reflects a 12.46% increase including contract inflation totaling \$84.3k, 3% ongoing CEC of \$58.5k, replacement items of \$32k, and benefit cost increases of \$12.1k. The reduction in WI Veterinary Education program reflects the removal of FY15 one-time funding . The WWAMI program received \$186K ongoing funds for the third year funding of the five-year Targeted Rural Under-Served Track medical students approved in FY 2014 and \$186k for the second year for the five medical students approved in FY 2015. WWAMI also received 1.00 FTP and \$287k to add five new first year medical students and for curriculum revisions. The Legislature also funded \$180k for the Kootenai Health Family Medicine Residencies Program as well as \$411k for the Family Medicine Residency of Idaho and 1.5FTP and \$91k for the Idaho State University Family Medicine Residency Program. Psychiatry Residencies Program also received \$36k to provide tele-psychiatry services in underserved

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## SPECIAL PROGRAMS

### FY 2016 Operating Budget

	FY 2015 BUDGET	FY 2016 BUDGET	PERCENT of CHANGE
1			
2 <b>By Program:</b>			
3 Forest Utilization Research	887,100	1,078,800	21.61%
4 Geological Survey	821,100	824,200	0.38%
5 Scholarships and Grants:			
6 Idaho Promise Scholarship - A	162,000	85,500	-47.22%
7 Idaho Promise Scholarship - B	67,500	0	0.00%
8 Atwell Parry Work Study Program	1,186,000	1,186,000	0.00%
9 Teachers/Nurses Loan Forgiveness	80,000	80,000	0.00%
10 Armed Forces/Public Safety Officers	120,000	120,000	0.00%
11 Scholarships Program Manager	60,100	61,600	2.50%
12 Opportunity Scholarship	5,047,800	5,191,800	2.85%
13 GEARUP Scholarship	1,688,400	2,083,400	23.39%
14 Unallocated Federal Appropriation	34,700		0.00%
15 Total Scholarships and Grants	<u>8,446,500</u>	<u>8,808,300</u>	4.28%
16 Museum of Natural History	503,900	486,000	-3.55%
17 Small Business Development Centers	260,500	567,700	117.93%
18 TechHelp	150,400	155,100	3.13%
19 <b>Total Programs</b>	<u><b>11,069,500</b></u>	<u><b>11,920,100</b></u>	7.68%
20 <b>By Fund Source:</b>			
21 General Fund	9,346,400	9,836,700	5.25%
22 Federal Funds	1,723,100	2,083,400	20.91%
23 Opportunity Scholarship Fund			0.00%
24 <b>Total Funds</b>	<u><b>11,069,500</b></u>	<u><b>11,920,100</b></u>	7.68%
25 <b>By Expenditure Classification:</b>			
26 Personnel Costs	2,420,300	2,968,600	22.65%
27 Operating Expenditures	146,100	174,100	19.16%
28 Capital Outlay	135,200	49,500	
29 Trustee/Benefit or Lump Sum Payments	8,367,900	8,727,900	4.30%
30 <b>Total Expenditures</b>	<u><b>11,069,500</b></u>	<u><b>11,920,100</b></u>	7.68%
31 <b>Full Time Position</b>	32.13	38.13	18.67%

#### Budget Overview

The FY 2016 budget for Special Programs reflects a 7.7% increase including an addition of \$19K in benefit cost increases, \$65k in 3% ongoing CEC, and \$43k in replacement capital. The Forest Utilization Research program received 1 FTP and \$112k to hire a forest research analyst and 1 FTP and \$108k for a rangeland resource management analyst. The GEARUP program received an additional \$360k one-time increase in federal funds spending authority for additional scholarships. The Small Business Development Center received 4 FTP and \$299k to add four business consultants.

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## FY2016 SBOE ALTERATION AND REPAIR PROJECTS

AGENCY / INSTITUTION	DPW PROPOSED FUNDING	AGENCY REQUESTS	AGENCY PRIORITY
<b>EDUCATION, STATE BOARD OF</b>			
BOISE STATE UNIVERSITY			
Lower Roof Repair, Multipurpose Classroom Building	195,000	195,000	1
CCTV and Alarm System, Campus Wide	500,000	500,000	2
Fly Rail System Replacement, Special Events Center	200,000	200,000	3
Update Master Key Project Phase II	230,000	230,000	4
Campus Lighting Safety Improvements	540,000	540,000	5
Replace Obsolete HVAC Controllers, Multiple Buildings	200,000	200,000	6
Sidewalk Repair & Replacement		145,000	7
Domestic Water Upgrade, Science Building	475,000	475,000	8
Classroom Renovations (cont.), Various Buildings		225,000	9
Emergency Phone Replacement & Additions, Phase III		130,000	10
Fire Alarm Upgrade, Phase 8		105,000	11
Electronic Access Project, Phase 4		295,000	12
Elevator Upgrade, Multiple Buildings Phase 5		480,000	13
Campus Generator Monitoring, Multiple Buildings		325,000	14
Remove Smokestack, Heat Plant		100,000	15
NOT USED		0	16
Replace R-22 Chillers, Phase I		895,000	17
Information Technology Infrastructure		500,000	18
Asbestos Abatement		200,000	19
Window Replacement, Science & Education, Phase II		520,000	20
Replace R-22 Chiller, Math		540,000	21
Renovations for Teaching and Research Space, COAS, COEN, COE & COSSPA (cont.)		455,000	22
Exterior Repairs, Multiple Buildings		180,000	23
Carpeting Replacement, Albertsons Library		1,000,000	24
Update Master Key Project Phase III		230,000	25
Bicycle End-Trip Upgrades, Campus Wide		145,000	26
Space Consolidation and Renovation (cont.)		780,000	27
Repair Condensation Leak De-Humidifier System, Library		65,000	28
Windows and Doors, Albertsons Library		30,000	29
Visual Arts Center Lighting Replacement		50,000	30
Replace R-22 Chillers, Phase II		750,000	31
Replace Obsolete HVAC Controllers, Multiple Buildings, (cont.)		250,000	32
Classroom Renovations (cont.), Various Buildings		225,000	33
Pedestrian/Bicycle Circulation MP & Safety Improvements (cont.)		300,000	34
HVAC Upgrade- Yanke		850,000	35
Exterior Repairs, Morrison Center		50,000	36
Install 4 Pipe Heating/Cooling Systems, Liberal Arts		600,000	37
Replace Windows and Aluminum Frames, Albertsons Library		850,000	38
Replace 1'X1' Ceiling Tiles, Lobby, Education		200,000	39
Carpeting Replacement, Education		500,000	40
Replace Remaining 1'X1' Ceiling Tiles, Science Building		275,000	41
Replace Lab Casework, Science Building		631,000	42
Replace Vinyl Flooring, MEC		197,000	43
HVAC Upgrade, Campus School		150,000	44
Replace Carpeting, Morrison Center Academic		200,000	45
Replace 1'X1' Ceiling Tiles System, Morrison Center Academic		97,000	46
Carpeting Replacement, Simplot Micron Building		120,000	47
Upgrade JCI HVAC Controls, MEC		360,000	48
Electronic Access Project, Phase 5		293,000	49
Remodel Engineering 103 and 110		1,750,000	50
Multiple Projects, Special Events Center		148,000	51
Pedestrian/Bicycle Circulation MP & Safety Improvements (cont.)		300,000	52
Site/Irrigation Improvements, Yanke		573,000	53
Siding Replacement, Yanke		500,000	54

PBFAC  
RECOMMENDATION

## FY2016 SBOE ALTERATION AND REPAIR PROJECTS

AGENCY / INSTITUTION	DPW PROPOSED FUNDING	AGENCY REQUESTS	AGENCY PRIORITY
(53 BSU left 16 blank) SUBTOTAL	2,340,000	19,904,000	
<b>IDAHO STATE UNIVERSITY</b>			
Renovate Lab/Classroom Gale Life Sciences	1,200,000	1,126,675	1
Replace Tritium Exit Lights, Campus Wide	35,000	35,000	2
Upgrade JCI HVAC Controls, Campus Wide	440,000	440,000	3
Masonry Repairs, Campus Wide	236,000	236,113	4
Concrete Replacement, Campus Wide	140,000	140,000	5
Repair Replace Concrete Sidewalks, Idaho Falls	86,000	86,000	6
First Floor Restrooms Phase 1 of 3; Ventilation, Controls, Health Code Compliance, Oboler	225,000	225,000	7
Auditorium Sound, Lighting Equipment & Controls, Tingey Admin Building		142,720	8
Utility Tunnel Access Points, Phase 2		148,000	9
Regional & Off Campus ENS, All Campuses		235,000	10
Replace Water Source Heat Pumps, Museum		322,000	11
Replace Selected Glazing/Repair Sealants, Various Buildings, Campus Wide		239,009	12
Sewer Main Repair, Phase II, Frazier to Carter St, Pocatello Campus		145,000	13
Building Renovation, Safety Issues, Dowling Building		118,080	14
Cosmetology Expansion, RFC		1,813,350	15
Replace Feed water Control, Boilers 3 & 4, Heat Plant		130,000	16
Separate Building 6 Water line from Utility Tunnel, Early Learning Center		190,000	17
Storm Water Repairs, Near Holt Arena, DEQ/EPA		95,000	18
Carpet, Seismic and Terrazzo Repair, Phase II, Oboler Library		256,200	19
Upgrade HVAC System, Fine Arts Building		408,250	20
Video Classroom Upgrades, Finishes, and Systems, Oboler Library		775,000	21
Classrooms 2, 3 & 4, Lecture Center		149,748	22
<b>IDAHO STATE UNIVERSITY (Cont.)</b>			
Abatement of Asbestos Floor Tiles in Corridors & Replace Flooring, Administration Building		75,044	23
Renovate & Relocate Arts and Letters Dean's Suite, Business Administration		400,000	24
Replace Entry Doors, Phase II, Pocatello Campus		230,000	25
Replace Air Conditioning Unit, College of Education		250,000	26
Replace All Equipment Inside of Rooms, Gale Life Science		345,000	27
Replace Chiller, Liberal Arts		316,250	28
Rework JCI Controls, Museum		48,300	29
Replace All Equipment Inside of Rooms, Plant Science		263,250	30
Replace Boiler and Associated Equipment, RFC		437,000	31
Computer Operations Center Humidification, HVAC Controls, Business Administration		74,300	32
Lab Chiller Plant, CAES		250,000	33
Abate Asbestos Containing Finish Materials, Replace With New Materials on Exterior of Building, Family Medicine, Family Dentistry		145,000	34
HVAC System, Frazier Hall		45,000	35
Provide More Air Flow and Re-heat System, Lillibridge Engineering		35,000	36
Stormwater Improvements, Roof Drain, Reed Gym		40,000	37
Replace Structural Floor Slab, Reed Gym		128,000	38
HVAC Upgrades, Phase I, Reed Gym		989,000	39
Sewer Drainage Modification, Reed Gym		196,000	40
Replace RTU's and Replace Duct Work		575,000	41
Replace Original Heating Fresh Air Units, RFC		85,000	42
HVAC, Phase II, Administration Building		783,000	43
HVAC, Phase III, Administration Building		995,360	44
Water Supply Disentanglement, Fire Sprinklers, Hydrant, Domestic Water Shut-offs, and Vault, Double Check, Business Administration		149,860	45
Update Lighting Controls & Replace Outdated Panels, CAES		50,000	46
Siding Repairs to Re-attach Entire Building System, CAES		60,000	47
New Sidewalk, Carter Street		108,000	48
Humidification System & DDC Controls, Gale Life Science		130,000	49
Install Safety Fencing, Both Sides of Railroad Tracks, Idaho Falls Campus		150,000	50
ADA Restroom Upgrades, Lecture Center		194,500	51
Restore Classrooms 15-17 Asbestos, Accessibility, Lecture Center		496,800	52
Replace Hydronic Heating Pumps and Piping, Leonard Hall		189,000	53

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## FY2016 SBOE ALTERATION AND REPAIR PROJECTS

<u>AGENCY / INSTITUTION</u>	<i>DPW</i> <u>PROPOSED FUNDING</u>	<u>AGENCY REQUESTS</u>	<u>AGENCY PRIORITY</u>
Remodel ITRC Lab, Video Editing, and Front Desk, Oboler Library		75,000	54
HVAC Equipment and Controls, Plant Science		88,560	55
Provide Proper Cooling and Exhaust Systems, Plant Science		50,000	56
Renovations to Infrastructure, Dance Department, Red Hill		688,482	57
HVAC Repairs and Separation From Building, Cosmetology, RFC		220,000	58
Remodel and Additions, Rooms 209 and 209A, Beckley Nursing		984,712	59
Boiler Demolition, Heat Plant		400,000	60
Additional Cooling for UPS & Two Computer Labs, Rendezvous		116,100	61
Redesign Boiler, Basement, Dowling Building		50,000	62
Second Floor Restrooms, Phase II of III, Oboler Library		197,000	63
Third Floor Restrooms, Phase III of III, Oboler Library		197,000	64
Clean up Animal Facility, Pharmacy Building		100,000	65
Upgrades to Work Lights, and Stage Outlets, Stephen's Performing Arts		49,120	66
SUBTOTAL	2,362,000	18,905,783	
<b>IDAHO STATE UNIVERSITY -- UNIVERSITY PLACE</b>			
Study Space/ Entrance Addition, CHE		1,755,000	1
Remodel Existing Chemistry Labs and Storage Rooms, CHE		1,173,000	2
Replace Shallow Sewer Line Between TAB and CHE	56,000	56,000	3
SUBTOTAL	56,000	2,984,000	
<b>UNIVERSITY OF IDAHO</b>			
Repair North Entry Steps and Mosaic Tile, Administration Building	281,500	281,500	1
Life Safety, Academic Buildings, Buchanan Engineering Lab, Phase II	901,800	901,800	2
Life Safety, Life Science South Standby & Emergency Power Generator	834,700	834,700	3
Roof Replacement, Lionel Hampton School of Music (LHSOM)	169,700	169,700	4
Pedestrian Improvements, Seventh Street		436,200	5
Life Safety Improvements, Academic Buildings, Sixth Street Greenhouses	163,900	163,900	6
KUID Building Engineering Shop and Storage Addition		173,900	7
Life Safety, Academic Buildings, Emergency Eye Wash Stations and Emergency Showers, Phase II		159,100	8
Roof Replacement, Art & Architecture		121,500	9
Sidewalk Improvements, Stadium Drive and Blake Avenue		175,000	10
Chilled Water System Improvements, Central Campus		250,000	11
Roof Replacement, Menard Law Building		491,700	12
Replace Pool Gutters, Swim Center		560,000	13
Repair and Renovate East Entry Steps and Planters, Menard Law Building		347,800	14
Roof Replacement, Agricultural Biotechnology Laboratory		288,400	15
HVAC Upgrade, Phase III, Life Sciences South		1,123,500	16
Exterior Envelope Repairs, Administration Building		984,400	17
HVAC System Repair, Phase II, Gibb Hall		1,121,600	18
HVAC System Improvements, Phase II, Administration Building		1,177,800	19
HVAC Upgrade, Phase 4, Janssen Engineering Building		588,800	20
<b>UNIVERSITY OF IDAHO (Cont.)</b>			
HVAC System Repair, Phase III, Gibb Hall		1,177,800	21
Repairs and Repaving, Idaho Avenue Extension		844,100	22
Replace AC Mains, Phase I, Domestic Water System		669,500	23
Circle Repairs, Phase I, Campus Drive, Administration		741,600	24
Emergency Power Generator, Steam Plant		927,000	25
Replace Paradise Creek Undercrossing, Perimeter Drive		849,800	26
SUBTOTAL	2,351,600	15,561,100	

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RECOMMENDATION

## FY2016 SBOE ALTERATION AND REPAIR PROJECTS

<u>AGENCY / INSTITUTION</u>	<i>DPW</i> <u>PROPOSED</u> <u>FUNDING</u>	<u>AGENCY</u> <u>REQUESTS</u>	<u>AGENCY</u> <u>PRIORITY</u>
<b>LEWIS-CLARK STATE COLLEGE</b>			
Upgrade, Spalding Hall (backup project - if not approved as a Capital Request)	350,000	350,000	1
Roof Replacement, Reid Centennial Hall (RCH)	150,000	150,000	2
Pave Parking Lot, Wittman Complex		30,000	3
Upgrade HVAC, Center for Arts and History (CAH)	60,000	60,000	4
Replace Windows, Center for Arts and History, (CAH)		50,000	5
Upgrade Heating/Cooling Line System, Campus Wide Phase II		50,000	6
Repair Masonry, Clearwater Hall & Center for Arts and History (CAH)		60,000	7
Replace Carpeting, Library		120,000	8
SUBTOTAL	560,000	870,000	
<b>NORTH IDAHO COLLEGE</b>			
Roof Replacement, McLain	130,000	130,000	1
Construct Permanent Parking Lot		450,000	2
Remodel Gymnasium Locker & Restroom	325,000	200,000	3
Window Replacement & Indoor Lighting Upgrade, Boswell Hall		220,000	4
Replace Assorted Flooring, Campus Wide		315,000	5
HVAC Replacement, Gymnasium		495,000	6
Installation of Energy Efficient Geothermal Loop		660,000	7
Mechanical Upgrade, Boswell Hall		1,500,000	8
Roof Replacement, Hedlund Building		760,000	9
Replace Turf, Soccer Field		900,000	10
SUBTOTAL	455,000	5,630,000	
<b>COLLEGE OF SOUTHERN IDAHO</b>			
Roof Replacement, Jerome Center	78,000	78,000	1
Roof Replacement, Burley Center	238,000	238,000	2
Roof Replacement, Herrett Center	121,000	121,000	3
HVAC Upgrade, Canyon Building		307,300	4
Entryway Replacement, Canyon Building		92,800	5
Sidewalk Replacement, Hepworth Building		56,200	6
Enclose Two Geothermal Wells	72,100	72,100	7
Re-Pave Road, IOOA & Gym Parking Lots		354,600	8
Replace Campus Clocks		60,300	9
SUBTOTAL	509,100	1,380,300	
<b>COLLEGE OF WESTERN IDAHO</b>			
Cooling Tower Replacement, Canyon County Center	120,000	120,000	1
Hydraulic Elevator Modernization, Canyon County Center		110,000	2
Standby Occupancy Sensor Installation & DDC Mapping, Canyon County Center	31,000	31,000	3
High Plume Lab Exhaust Fan - Lead/Lag Control System		35,000	4
Nampa Campus Academic Building		35,000	4
SUBTOTAL	151,000	296,000	
<b>EASTERN IDAHO TECHNICAL COLLEGE</b>			
Repair Asphalt Parking, Campus Wide	140,000	140,000	1
Install Emergency Generator, Computer Data Center	100,000	92,000	2
SUBTOTAL	240,000	232,000	
<b>TOTAL SBE:</b>	9,024,700	65,763,183	

PBFAC  
RECOMMENDATION



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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**COLLEGE AND UNIVERSITIES**

**SUBJECT**

FY 2016 Intercollegiate Athletics Operating Budget Report

**REFERENCE**

August 2014 Board waived Board policy V.X.3.b to temporarily increase the Idaho State University institutional funds limit by an amount not to exceed \$250,000 annually for three years

April 2015 Board increased the University of Idaho gender equity limit by \$120,000 to address Title IX issues

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/ DISCUSSION**

State Board of Education policy provides that “the institutions shall submit an operating budget for the upcoming fiscal year beginning July 1 in a format and time to be determined by the Executive Director.” A common reporting format has been established for reporting intercollegiate athletic revenues and expenditures.

Board policy establishes limits on the amount of funds the institutions can allocate to athletics from the state General Fund and institutional funds. At its regular April 2015 meeting the Board set the General Fund (including the gender equity component) and institutional funds limits for athletics as follows:

	<b>General Fund</b>	<b>Gender Equity</b>	<b>Institutional</b>	<b>TOTAL</b>
<b>BSU</b>	\$2,752,200	\$1,214,000	\$449,900	\$4,416,100
<b>ISU</b>	\$2,752,200	\$ 803,500	\$879,700	\$4,435,400
<b>UI</b>	\$2,752,200	\$1,172,000	\$899,700	\$4,823,900
<b>LCSC</b>	\$1,126,200	N/A	\$179,800	\$1,306,000

Page 3 displays a four-part pie chart that shows FY16 revenue by fund source by institution. Page 4 displays non-program revenue as a percentage of total athletic revenue and expenditures per varsity participant. Page 5 shows the expenditures per varsity participant

The individual institution reports, starting on page 7, begin with worksheets for each institution displaying the following data:

- FY14 Actual Expenditures (June 2014) – columns 1 & 2
- Latest FY15 Estimate (May 2015) – columns 3 & 4

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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- Variance (\$ and %) comparing the FY14 Actual with the latest FY15 estimate – columns 5 & 6
- FY16 Operating Budget (June 2015) – columns 7 & 8
- Variance (\$ & %) comparing the FY16 proposed Budget with the FY15 Estimate – columns 9 & 10

For each institution, revenue by source and expenditures by classification is reported, as is revenue and expenditures by general administration and sport.

**IMPACT**

The institutions presented their gender equity reports at the April Board meeting at which time institutions could request an increase to their respective gender equity limit above the normal amount calculated per Board policy.

**ATTACHMENTS**

Attachment 1 – FY16 Revenue by Source by Institution	Page 3
Attachment 2 – Student Fees/State and Institution Support as % of Operating Revenues	Page 4
Attachment 3 – Expenditures per Participant	Page 5
FY14 Actual, Revised Estimates for FY15, and FY16 Operating Budgets:	
Attachment 4 – Boise State University	Page 7
Attachment 5 – Idaho State University	Page 11
Attachment 6 – University of Idaho	Page 15
Attachment 7 – Lewis-Clark State College	Page 19

**STAFF COMMENTS AND RECOMMENDATIONS**

The institutions are prepared to explain their respective reports and variances therein. All institutions are within their athletics limits.

All institutions show positive ending balances for FY 2016.

**BOARD ACTION**

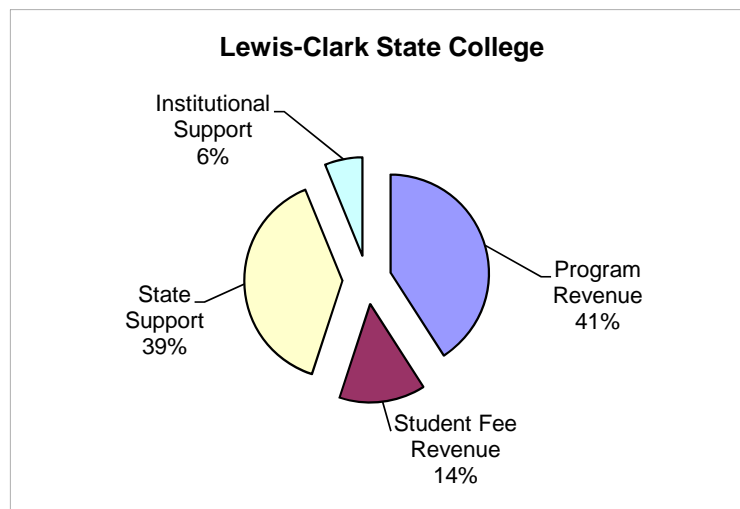
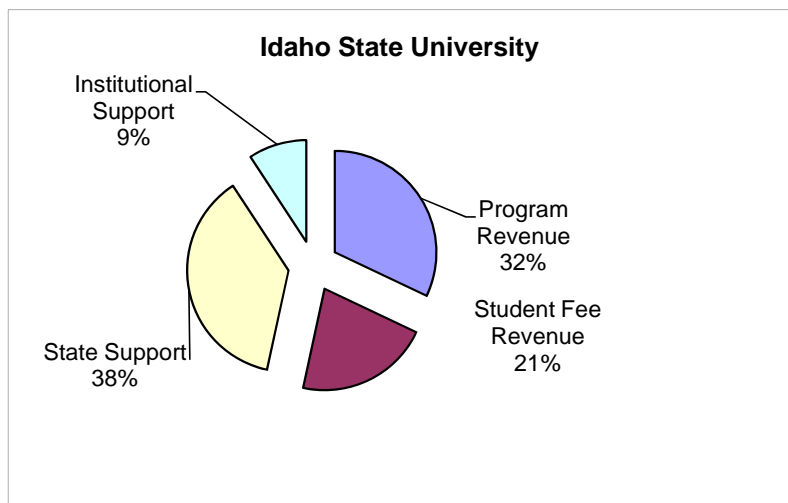
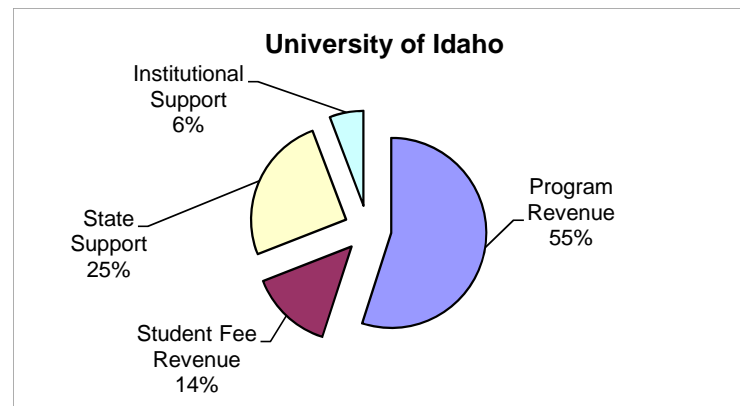
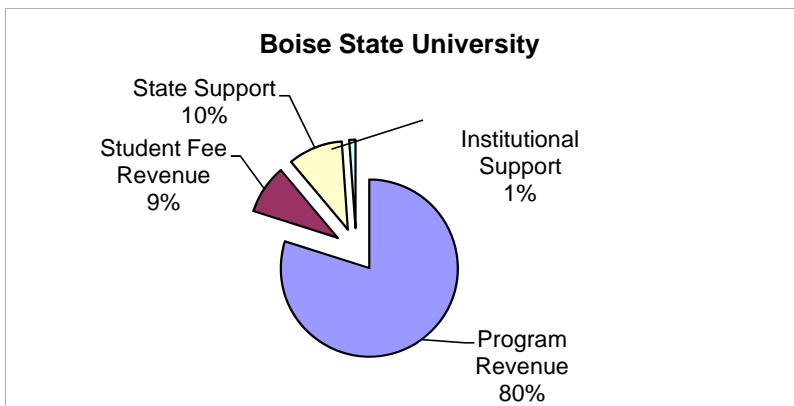
I move to approve the Athletics Operating Budget reports for Boise State University, Idaho State University, University of Idaho and Lewis-Clark State College, as presented.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

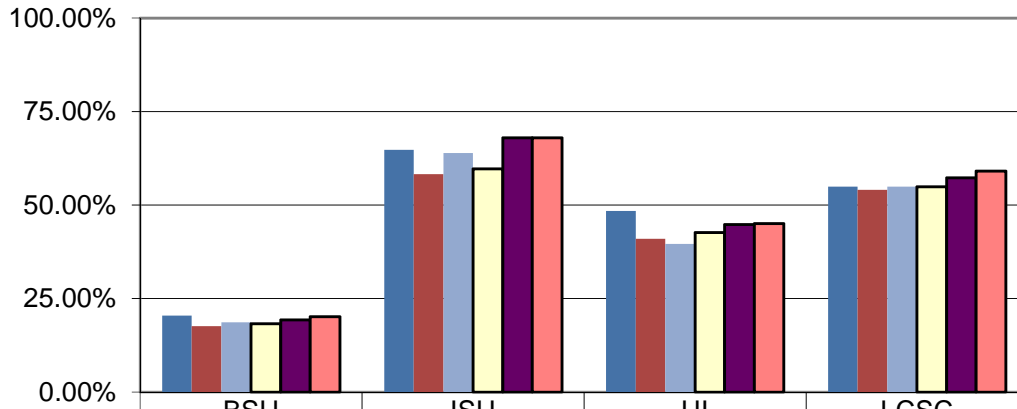
# Intercollegiate Athletics

## FY16 Revenue by Source by Institution

**Attachment 1**

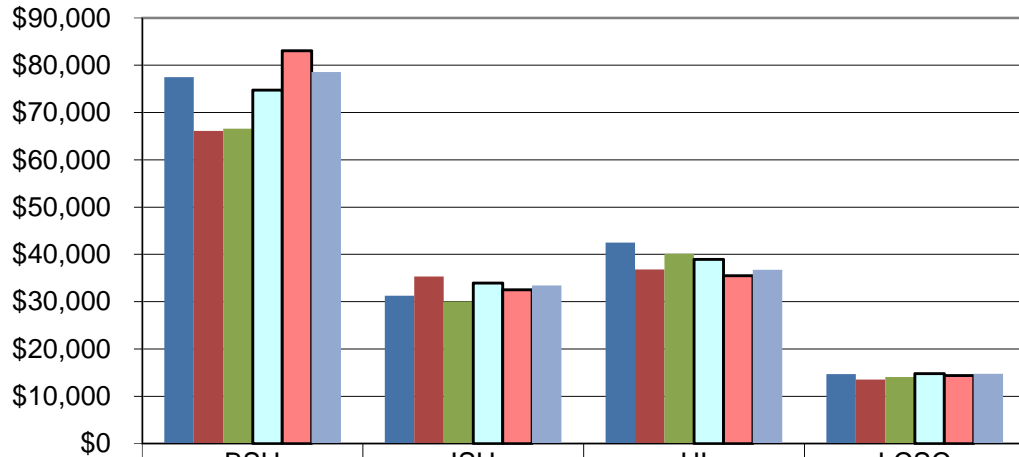


**Student Fee/State & Institution Support  
as a % of Total Operating Revenue**



	BSU	ISU	UI	LCSC
■ FY11 Act.	20.38%	64.70%	48.40%	54.86%
■ FY12 Act.	17.52%	58.25%	40.90%	54.04%
■ FY13 Act.	18.55%	63.89%	39.57%	54.87%
□ FY14 Act.	18.25%	59.70%	42.62%	54.91%
■ FY15 Est.	19.28%	67.94%	44.78%	57.27%
■ FY16 Bud.	20.11%	67.95%	45.03%	59.09%

**Expenditures per Varsity Participant**



	BSU	ISU	UI	LCSC
FY11 Act.	\$77,476	\$31,218	\$42,454	\$14,631
FY12 Act.	\$66,116	\$35,285	\$36,748	\$13,475
FY13 Act.	\$66,592	\$29,981	\$40,087	\$14,045
FY14 Act.	\$74,722	\$33,938	\$38,942	\$14,814
FY15 Est.	\$83,044	\$32,489	\$35,495	\$14,345
FY16 Bud.	\$78,565	\$33,392	\$36,681	\$14,728

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**Boise State University  
Intercollegiate Athletics Report  
FY14 Actuals, Revised Estimates for FY15, and FY16 Operating Budgets**

Attachment 4

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
	FY14 Act	%	FY15 Est	%	Variance	Variance	FY16 Orig Oper Bdgt	%	Variance	Variance
			as of 5/14		(3-1) 15 Est/14 Act	(5/1) %			(7-3) 16 Bud/15 Est	(9/3) %
<b>1 Revenue:</b>										
<b>2 Program Revenue:</b>										
3 Ticket Sales	8,564,574	18.98%	7,715,396	17.17%	(849,178)	-9.92%	7,027,413	16.16%	(687,983)	-8.92%
4 Guarantees	667,000	1.48%	1,550,000	3.45%	883,000	132.38%	505,000	1.16%	(1,045,000)	-67.42%
5 Contributions	11,050,335	24.48%	5,981,385	13.31%	(5,068,950)	-45.87%	10,982,071	25.25%	5,000,686	83.60%
6 NCAA/Conference/Tournaments	4,725,927	10.47%	6,273,355	13.96%	1,547,428	32.74%	5,855,456	13.46%	(417,899)	-6.66%
7 TV/Radio/Internet Rights	1,691	0.00%	10,000	0.02%	8,309	491.37%	0	0.00%	(10,000)	-100.00%
8 Program/Novelty Sales, Concessionns, Parking	1,052,770	2.33%	858,383	1.91%	(194,387)	-18.46%	862,937	1.98%	4,554	0.53%
9 Royalty, Advertisement, Sponsorship	4,677,489	10.36%	4,474,681	9.96%	(202,808)	-4.34%	4,172,021	9.59%	(302,660)	-6.76%
10 Endowment/Investment Income	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
11 Other	2,581,945	5.72%	1,558,113	3.47%	(1,023,832)	-39.65%	1,328,113	3.05%	(230,000)	-14.76%
12 <b>Total Program Revenue</b>	<b>33,321,731</b>	<b>73.83%</b>	<b>28,421,313</b>	<b>63.23%</b>	<b>(4,900,418)</b>	<b>-14.71%</b>	<b>30,733,011</b>	<b>70.67%</b>	<b>2,311,698</b>	<b>8.13%</b>
<b>13 Non-Program Revenue:</b>										
14 NCAA/Bowl/World Series	37,401	0.08%	4,029,750	8.97%	3,992,349	10674.44%	29,750	0.07%	(4,000,000)	-99.26%
15 Student Fees	3,416,104	7.57%	3,469,844	7.72%	53,740	1.57%	3,464,390	7.97%	(5,454)	-0.16%
16 Direct State General Funds	2,515,800	5.57%	2,671,900	5.94%	156,100	6.20%	2,669,634	6.14%	(2,266)	-0.08%
17 Gender Equity - General Funds	1,109,700	2.46%	1,178,600	2.62%	68,900	6.21%	1,178,600	2.71%	0	0.00%
18 Direct Institutional Support	406,400	0.90%	430,200	0.96%	23,800	5.86%	430,200	0.99%	0	0.00%
19 Subtotal State/Institutional Support	4,031,900	8.93%	4,280,700	9.52%	248,800	6.17%	4,278,434	9.84%	(2,266)	-0.05%
20 <b>Total Non-Program Revenue</b>	<b>7,485,405</b>	<b>16.58%</b>	<b>11,780,294</b>	<b>26.21%</b>	<b>4,294,889</b>	<b>57.38%</b>	<b>7,772,574</b>	<b>17.87%</b>	<b>(4,007,720)</b>	<b>-34.02%</b>
21 <b>Subtotal Operating Revenue</b>	<b>40,807,136</b>	<b>90.41%</b>	<b>40,201,607</b>	<b>89.44%</b>	<b>(605,529)</b>	<b>-1.48%</b>	<b>38,505,585</b>	<b>88.55%</b>	<b>(1,696,022)</b>	<b>-4.22%</b>
<b>22 Non-Cash Revenue</b>										
23 Third Party Support		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
24 Indirect Institutional Support	1,974,714	4.38%	2,269,470	5.05%	294,756	14.93%	2,373,275	5.46%	103,805	4.57%
25 Non-Cash Revenue		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
26 Out-of-State Tuition Revenue	2,351,983	5.21%	2,476,638	5.51%	124,655	5.30%	2,607,900	6.00%	131,262	5.30%
27 <b>Subtotal Non-Cash Revenue</b>	<b>4,326,697</b>	<b>9.59%</b>	<b>4,746,108</b>	<b>10.56%</b>	<b>419,411</b>	<b>9.69%</b>	<b>4,981,175</b>	<b>11.45%</b>	<b>235,067</b>	<b>4.95%</b>
28 <b>Total Revenue:</b>	<b>45,133,833</b>	<b>100.00%</b>	<b>44,947,715</b>	<b>100.00%</b>	<b>(186,118)</b>	<b>-0.41%</b>	<b>43,486,760</b>	<b>100.00%</b>	<b>(1,460,955)</b>	<b>-3.25%</b>
<b>30 Expenditures</b>										
<b>31 Operating Expenditures:</b>										
32 Athletics Student Aid	4,574,395	10.14%	5,191,955	11.55%	617,560	13.50%	5,878,533	13.52%	686,578	13.22%
33 Guarantees	770,946	1.71%	662,000	1.47%	(108,946)	-14.13%	962,000	2.21%	300,000	45.32%
34 Coaching Salary/Benefits	9,551,342	21.17%	8,831,783	19.65%	(719,559)	-7.53%	9,360,286	21.53%	528,503	5.98%
35 Admin Staff Salary/Benefits	5,043,009	11.18%	5,806,208	12.92%	763,199	15.13%	5,730,218	13.18%	(75,990)	-1.31%
36 Severence Payments		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
37 Recruiting	588,969	1.31%	437,980	0.97%	(150,989)	-25.64%	432,092	0.99%	(5,888)	-1.34%
38 Team Travel	2,242,217	4.97%	2,570,327	5.72%	328,110	14.63%	2,537,579	5.84%	(32,748)	-1.27%
39 Equipment, Uniforms and Supplies	1,732,599	3.84%	1,489,811	3.32%	(242,788)	-14.01%	1,260,756	2.90%	(229,055)	-15.37%
40 Game Expenses	1,685,148	3.73%	1,398,487	3.11%	(286,661)	-17.01%	1,140,150	2.62%	(258,337)	-18.47%
41 Fund Raising, Marketing, Promotion	335,124	0.74%	237,912	0.53%	(97,212)	-29.01%	224,961	0.52%	(12,951)	-5.44%
42 Direct Facilities/Maint/Rentals	5,383,629	11.93%	2,188,553	4.87%	(3,195,076)	-59.35%	1,781,010	4.10%	(407,543)	-18.62%
43 Debt Service on Facilities	4,305,383	9.54%	5,599,888	12.46%	1,294,505	30.07%	5,602,088	12.88%	2,200	0.04%
44 Spirit Groups	175,748	0.39%	155,860	0.35%	(19,888)	-11.32%	146,999	0.34%	(8,861)	-5.69%
45 Medical Expenses & Insurance	750,743	1.66%	1,190,672	2.65%	439,929	58.60%	1,196,057	2.75%	5,385	0.45%
46 Memberships & Dues	666,757	1.48%	758,056	1.69%	91,299	13.69%	700,803	1.61%	(57,253)	-7.55%
47 NCAA/Special Event/Bowls	(32,683)	-0.07%	2,342,175	5.21%	2,374,858	-7266.34%	15,750	0.04%	(2,326,425)	-99.33%
48 Other Operating Expenses	3,025,077	6.70%	1,331,534	2.96%	(1,693,543)	-55.98%	1,527,644	3.51%	196,110	14.73%
49 <b>Subtotal Operating Expenditures</b>	<b>40,798,403</b>	<b>90.41%</b>	<b>40,193,201</b>	<b>89.44%</b>	<b>(605,202)</b>	<b>-1.48%</b>	<b>38,496,926</b>	<b>88.54%</b>	<b>(1,696,275)</b>	<b>-4.22%</b>
<b>50 Non-Cash Expenditures</b>										
51 3rd Party Coaches Compensation		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
52 3rd Party Admin Staff Compensation		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
53 Indirect Facilities & Admin Support	1,974,714	4.38%	2,269,470	5.05%	294,756	14.93%	2,373,275	5.46%	103,805	4.57%
54 Non-Cash Expense		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
55 Out-of-State Tuition Expense	2,351,983	5.21%	2,476,638	5.51%	124,655	5.30%	2,607,900	6.00%	131,262	5.30%
56 <b>Subtotal Non-Cash Expenditures</b>	<b>4,326,697</b>	<b>9.59%</b>	<b>4,746,108</b>	<b>10.56%</b>	<b>419,411</b>	<b>9.69%</b>	<b>4,981,175</b>	<b>11.46%</b>	<b>235,067</b>	<b>4.95%</b>
57 <b>Total Expenditures:</b>	<b>45,125,100</b>	<b>100.00%</b>	<b>44,939,309</b>	<b>100.00%</b>	<b>(185,791)</b>	<b>-0.41%</b>	<b>43,478,101</b>	<b>100.00%</b>	<b>(1,461,208)</b>	<b>-3.25%</b>

**Boise State University  
Intercollegiate Athletics Report  
FY14 Actuals, Revised Estimates for FY15, and FY16 Operating Budgets**

Attachment 4

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY14 Act	%	FY15 Est as of 5/14	%	Variance 15 Est/14 Act	Variance %	FY16 Orig Oper Bdgt	%	Variance 16 Bud/15 Est	Variance %
58										
59 <b>Net Income/(deficit)</b>	8,733		8,406		(327)	-3.74%	8,659		253	3.01%
60										
61 <b>Ending Fund Balance 6/30 (PY Fund Balance plus Line 59)</b>	<u>947,599</u>		<u>956,005</u>		8,406	0.89%	964,664		8,659	0.91%
62										
63 <b>Sport Camps &amp; Clinics</b>										
64 Revenue	684,506		400,000		(284,506)	-41.56%	400,000	0.92%	0	0.00%
65 Coach Compensation from Camp	209,423		150,000		(59,423)	-28.37%	150,000	0.35%	0	0.00%
66 Camp Expenses	482,972		250,000		(232,972)	-48.24%	250,000	0.58%	0	0.00%
67 Total Expenses	692,395		400,000		(292,395)	-42.23%	400,000	0.92%	0	0.00%
68 <b>Ending Fund Balance 6/30-BSU Camps</b>	<u>544,115</u>									
69 Net Income from Camps	536,226		0		(536,226)	-100.00%	0		0	0.00%



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	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	
					(3-1)	(5/1)			(7-3)	(9/3)	
	FY14 Act	%	FY15 Est as of 5/14	%	Variance 15 Est/14 Act	Variance %	FY16 Orig Oper Bdgt	%	Variance 16 Bud/15 Est	Variance %	
<b>Revenue by Program:</b>											
<b>1 General Revenue:</b>											
2	Student Fees	3,416,104	8.37%	3,469,844	8.63%	53,740	1.57%	3,464,390	9.00%	(5,454)	-0.16%
3	Contributions	11,050,335	27.08%	5,981,385	14.88%	(5,068,950)	-45.87%	10,982,071	28.52%	5,000,686	83.60%
4	Direct State General Funds	2,515,800	6.17%	2,671,900	6.65%	156,100	6.20%	2,669,634	6.93%	(2,266)	-0.08%
5	Gender Equity - General Funds	1,109,700	2.72%	1,178,600	2.93%	68,900	6.21%	1,178,600	3.06%	0	0.00%
6	Institutional Support	406,400	1.00%	430,200	1.07%	23,800	5.86%	430,200	1.12%	0	0.00%
7	NCAA/Conference	4,725,927	11.58%	6,273,355	15.60%	1,547,428	32.74%	5,855,456	15.21%	(417,899)	-6.66%
8	TV/Radio/Internet	1,691	0.00%	10,000	0.02%	8,309	491.37%	0	0.00%	(10,000)	-100.00%
9	Concessions/program/etc.	1,052,770	2.58%	858,383	2.14%	(194,387)	-18.46%	862,937	2.24%	4,554	0.53%
10	Advertising/sponsorship/Royalty	4,677,489	11.46%	4,474,681	11.13%	(202,808)	-4.34%	4,172,021	10.83%	(302,660)	-6.76%
11	Endowments	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
12	NCAA/Bowl/World Series	37,401	0.09%	4,029,750	10.02%	3,992,349	10674.44%	29,750	0.08%	(4,000,000)	-99.26%
13	Other	2,581,945	6.33%	1,558,113	3.88%	(1,023,832)	-39.65%	1,328,113	3.45%	(230,000)	-14.76%
14	Total General Revenue	31,575,562	77.38%	30,936,211	76.95%	(639,351)	-2.02%	30,973,172	80.44%	36,961	0.12%
<b>15 Revenue By Sport:</b>											
<b>16 Men's Programs:</b>											
17	Football										
18	Ticket Sales	7,470,941	18.31%	6,784,022	16.88%	(686,919)	-9.19%	6,116,366	15.88%	(667,656)	-9.84%
19	Game Guarantees	575,000	1.41%	1,350,000	3.36%	775,000	134.78%	425,000	1.10%	(925,000)	-68.52%
20	Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
21	Basketball		0.00%		0.00%		0.00%		0.00%		0.00%
22	Ticket Sales	963,751	2.36%	883,374	2.20%	(80,377)	-8.34%	858,672	2.23%	(24,702)	-2.80%
23	Game Guarantees	90,000	0.22%	200,000	0.50%	110,000	122.22%	80,000	0.21%	(120,000)	-60.00%
24	Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
25	Track & Field/Cross Country	5,655	0.01%	3,510	0.01%	(2,145)	-37.93%	3,634	0.01%	124	3.53%
26	Tennis	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
27	Baseball Ticket Sales		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
28	Wrestling	7,892	0.02%	5,850	0.01%	(2,042)	-25.87%	6,056	0.02%	206	3.52%
29	Golf		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
30	Volleyball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
31	Total Men's Sport Revenue	9,113,239	22.33%	9,226,756	22.95%	113,517	1.25%	7,489,728	19.45%	(1,737,028)	-18.83%
<b>32 Women's Programs</b>											
33	Volleyball										
34	Ticket Sales	6,840	0.02%	5,070	0.01%	(1,770)	-25.88%	5,249	0.01%	179	3.53%
35	Game Guarantees		0.00%	0	0.00%	0	0.00%		0.00%	0	0.00%
36	Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
37	Basketball										
38	Ticket Sales	77,268	0.19%	9,000	0.02%	(68,268)	-88.35%	12,000	0.03%	3,000	33.33%
39	Game Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
40	Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
41	Track & Field/Cross Country	5,815	0.01%	3,510	0.01%	(2,305)	-39.64%	3,634	0.01%	124	3.53%
42	Tennis		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
43	Gymnastics	10,523	0.03%	7,800	0.02%	(2,723)	-25.88%	8,075	0.02%	275	3.53%
44	Golf		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
45	Soccer	10,523	0.03%	7,800	0.02%	(2,723)	-25.88%	8,075	0.02%	275	3.53%
46	Softball	7,366	0.02%	5,460	0.01%	(1,906)	-25.88%	5,652	0.01%	192	3.52%
47	Skiing		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
48	Swimming		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
49	Total Women's Sport Rev	118,335	0.29%	38,640	0.10%	(79,695)	-67.35%	42,685	0.11%	4,045	10.47%
50	<b>Total Revenue</b>	<b>40,807,136</b>	<b>100.00%</b>	<b>40,201,607</b>	<b>100.00%</b>	<b>(605,529)</b>	<b>-1.48%</b>	<b>38,505,585</b>	<b>100.00%</b>	<b>(1,696,022)</b>	<b>-4.22%</b>

**Boise State University  
Intercollegiate Athletics Report  
FY14 Actuals, Revised Estimates for FY15, and FY16 Operating Budgets**

Attachment 4

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
	FY14 Act	%	FY15 Est as of 5/14	%	Variance 15 Est/14 Act	Variance (5/1) %	FY16 Orig Oper Bdgt	%	Variance (7-3) 16 Bud/15 Est	Variance (9/3) %
<b>51 Expenditures by Sport</b>										
<b>52 Administrative and General</b>										
53 Athletic Director Office	2,296,044	5.63%	3,243,005	8.07%	946,961	41.24%	3,100,245	8.05%	(142,760)	-4.40%
54 Fund Raising Office	724,272	1.78%	636,564	1.58%	(87,708)	-12.11%	471,027	1.22%	(165,537)	-26.00%
55 Academics Support	1,087,742	2.67%	1,038,993	2.58%	(48,749)	-4.48%	1,102,963	2.87%	63,970	6.16%
56 Media Relations	322,708	0.79%	385,841	0.96%	63,133	19.56%	393,436	1.02%	7,595	1.97%
57 Marketing and Promotions	489,248	1.20%	445,168	1.11%	(44,080)	-9.01%	545,772	1.42%	100,604	22.60%
58 Ticket Office	353,362	0.87%	376,906	0.94%	23,544	6.66%	385,051	1.00%	8,145	2.16%
59 Athletic Training Room	724,540	1.78%	825,374	2.05%	100,834	13.92%	836,905	2.17%	11,531	1.40%
60 Memberships and Dues	666,219	1.63%	758,056	1.89%	91,837	13.78%	700,803	1.82%	(57,253)	-7.55%
61 Facilities Mtn & Debt Service	6,343,444	15.55%	8,407,188	20.92%	2,063,744	32.53%	8,337,994	21.66%	(69,194)	-0.82%
62 Capital Improvements	3,943,529	9.67%	438,500	1.09%	(3,505,029)	-88.88%	33,000	0.09%	(405,500)	-92.47%
63 NCAA/Special Event/Bowls	(32,683)	-0.08%	2,342,175	5.83%	2,374,858	-7266.34%	15,750	0.04%	(2,326,425)	-99.33%
64 Other Miscellaneous	3,393,193	8.32%	3,529,696	8.78%	136,503	4.02%	3,885,363	10.09%	355,667	10.08%
<b>65 Total Admin &amp; General</b>	<b>20,311,618</b>	<b>49.79%</b>	<b>22,427,466</b>	<b>55.80%</b>	<b>2,115,848</b>	<b>10.42%</b>	<b>19,808,309</b>	<b>51.45%</b>	<b>(2,619,157)</b>	<b>-11.68%</b>
66										
<b>67 Men's Programs:</b>										
68 Football	11,523,144	28.24%	8,635,504	21.48%	(2,887,640)	-25.06%	8,813,999	22.90%	178,495	2.07%
69 Basketball	1,978,592	4.85%	1,989,182	4.95%	10,590	0.54%	2,116,145	5.50%	126,963	6.38%
70 Track & Field/Cross Country	469,221	1.15%	567,019	1.41%	97,798	20.84%	611,293	1.59%	44,274	7.81%
71 Tennis	320,856	0.79%	340,706	0.85%	19,850	6.19%	354,777	0.92%	14,071	4.13%
72 Baseball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
73 Wrestling	448,655	1.10%	477,159	1.19%	28,504	6.35%	526,030	1.37%	48,871	10.24%
74 Golf	247,013	0.61%	196,196	0.49%	(50,817)	-20.57%	209,170	0.54%	12,974	6.61%
75 Volleyball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
76 Rodeo	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
<b>77 Total Men's Programs</b>	<b>14,987,481</b>	<b>36.74%</b>	<b>12,205,766</b>	<b>30.37%</b>	<b>(2,781,715)</b>	<b>-18.56%</b>	<b>12,631,414</b>	<b>32.81%</b>	<b>425,648</b>	<b>3.49%</b>
78										
<b>79 Women's Programs</b>										
80 Volleyball	577,478	1.42%	633,402	1.58%	55,924	9.68%	685,232	1.78%	51,830	8.18%
81 Basketball	1,249,635	3.06%	1,232,135	3.07%	(17,500)	-1.40%	1,416,743	3.68%	184,608	14.98%
82 Track & Field/Cross Country	550,822	1.35%	666,583	1.66%	115,761	21.02%	718,695	1.87%	52,112	7.82%
83 Tennis	304,029	0.75%	331,018	0.82%	26,989	8.88%	355,442	0.92%	24,424	7.38%
84 Gymnastics	575,965	1.41%	576,453	1.43%	488	0.08%	617,771	1.60%	41,318	7.17%
85 Golf	270,659	0.66%	222,839	0.55%	(47,820)	-17.67%	242,770	0.63%	19,931	8.94%
86 Soccer	650,195	1.59%	604,739	1.50%	(45,456)	-6.99%	638,972	1.66%	34,233	5.66%
87 Softball	583,781	1.43%	650,379	1.62%	66,598	11.41%	697,961	1.81%	47,582	7.32%
88 Skiing	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
89 Swimming	736,740	1.81%	642,421	1.60%	(94,319)	-12.80%	683,617	1.78%	41,196	6.41%
90 Rodeo/New Sport	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
<b>91 Total Women's Programs</b>	<b>5,499,304</b>	<b>13.48%</b>	<b>5,559,969</b>	<b>13.83%</b>	<b>60,665</b>	<b>1.10%</b>	<b>6,057,203</b>	<b>15.73%</b>	<b>497,234</b>	<b>8.94%</b>
92										
<b>93 Total Expenditures</b>	<b>40,798,403</b>	<b>100.00%</b>	<b>40,193,201</b>	<b>100.00%</b>	<b>(605,202)</b>	<b>-1.48%</b>	<b>38,496,926</b>	<b>100.00%</b>	<b>(1,696,275)</b>	<b>-4.22%</b>

**Idaho State University  
Intercollegiate Athletics Report  
FY14 Actuals, Revised Estimates for FY15, and FY16 Operating Budgets**

Attachment 5

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY14 Act	%	FY15 Est as of 5/14	%	Variance 15 Est/14 Act	Variance %	FY16 Orig Oper Bdgt	%	Variance 16 Bud/15 Est	Variance %
<b>1 Revenue:</b>										
<b>2 Program Revenue:</b>										
3 Ticket Sales	243,761	2.03%	285,778	2.46%	42,017	17.24%	261,017	2.19%	(24,761)	-8.66%
4 Guarantees	1,256,000	10.46%	1,140,500	9.81%	(115,500)	-9.20%	1,367,500	11.45%	227,000	19.90%
5 Contributions	434,592	3.62%	376,000	3.23%	(58,592)	-13.48%	298,200	2.50%	(77,800)	-20.69%
6 NCAA/Conference/Tournaments	590,406	4.92%	529,130	4.55%	(61,276)	-10.38%	424,000	3.55%	(105,130)	-19.87%
7 TV/Radio/Internet Rights	9,293	0.08%	4,000	0.03%	(5,293)	-56.96%	0	0.00%	(4,000)	-100.00%
8 Program/Novelty Sales, Concessionns, Parking	17,000	0.14%	17,000	0.15%	0	0.00%	17,000	0.14%	0	0.00%
9 Royalty, Advertisement, Sponsorship	538,712	4.49%	520,000	4.47%	(18,712)	-3.47%	597,550	5.00%	77,550	14.91%
10 Endowment/Investment Income	18,314	0.15%	18,207	0.16%	(107)	-0.58%	20,024	0.17%	1,817	9.98%
11 Other	814,504	6.78%	99,000	0.85%	(715,504)	-87.85%	65,220	0.55%	(33,780)	-34.12%
12 Total Program Revenue	3,922,582	32.66%	2,989,615	25.71%	(932,967)	-23.78%	3,050,511	25.54%	60,896	2.04%
<b>13 Non-Program Revenue:</b>										
14 NCAA/Bowl/World Series	18,130	0.15%	0	0.00%	(18,130)	-100.00%	0	0.00%	0	0.00%
15 Student Fees	2,019,527	16.82%	2,030,734	17.46%	11,207	0.55%	2,030,734	17.00%	0	0.00%
16 Direct State General Funds	2,515,800	20.95%	2,671,900	22.97%	156,100	6.20%	2,752,200	23.04%	80,300	3.01%
17 Gender Equity - General Funds	734,400	6.11%	780,000	6.71%	45,600	6.21%	803,500	6.73%	23,500	3.01%
18 Direct Institutional Support	568,900	4.74%	852,200	7.33%	283,300	49.80%	879,700	7.37%	27,500	3.23%
19 Subtotal State/Institutional Support	3,819,100	31.80%	4,304,100	37.01%	485,000	12.70%	4,435,400	37.14%	131,300	3.05%
20 Total Non-Program Revenue	5,856,757	48.77%	6,334,834	54.47%	478,077	8.16%	6,466,134	54.14%	131,300	2.07%
21 Subtotal Operating Revenue	9,779,339	81.43%	9,324,449	80.18%	(454,890)	-4.65%	9,516,645	79.68%	192,196	
<b>22 Non-Cash Revenue</b>										
23 Third Party Support	74,500	0.62%	65,000	0.56%	(9,500)	-12.75%	35,000	0.29%	(30,000)	-46.15%
24 Indirect Institutional Support	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
25 Non-Cash Revenue	542,696	4.52%	600,000	5.16%	57,304	10.56%	600,000	5.02%	0	0.00%
26 Out-of-State Tuition Revenue	1,613,326	13.43%	1,640,334	14.10%	27,008	1.67%	1,791,300	15.00%	150,966	9.20%
27 Subtotal Non-Cash Revenue	2,230,522	18.57%	2,305,334	19.82%	74,812	3.35%	2,426,300	20.32%	120,966	5.25%
<b>28 Total Revenue:</b>	<b>12,009,861</b>	<b>100.00%</b>	<b>11,629,783</b>	<b>100.00%</b>	<b>(380,078)</b>	<b>-3.16%</b>	<b>11,942,945</b>	<b>100.00%</b>	<b>313,162</b>	<b>2.69%</b>
<b>30 Expenditures</b>										
<b>31 Operating Expenditures:</b>										
32 Athletics Student Aid	2,381,821	19.84%	2,352,711	20.23%	(29,110)	-1.22%	2,590,507	21.69%	237,796	10.11%
33 Guarantees	96,520	0.80%	126,000	1.08%	29,480	30.54%	78,000	0.65%	(48,000)	-38.10%
34 Coaching Salary/Benefits	1,988,401	16.56%	2,212,982	19.03%	224,581	11.29%	2,253,016	18.86%	40,034	1.81%
35 Admin Staff Salary/Benefits	1,366,454	11.38%	1,472,109	12.66%	105,655	7.73%	1,527,079	12.79%	54,970	3.73%
36 Severance Payments	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
37 Recruiting	197,269	1.64%	223,800	1.92%	26,531	13.45%	223,803	1.87%	3	0.00%
38 Team Travel	979,415	8.16%	950,000	8.17%	(29,415)	-3.00%	1,071,461	8.97%	121,461	12.79%
39 Equipment, Uniforms and Supplies	307,809	2.56%	360,000	3.10%	52,191	16.96%	279,418	2.34%	(80,582)	-22.38%
40 Game Expenses	323,967	2.70%	270,000	2.32%	(53,967)	-16.66%	278,408	2.33%	8,408	3.11%
41 Fund Raising, Marketing, Promotion	166,561	1.39%	185,000	1.59%	18,439	11.07%	185,837	1.56%	837	0.45%
42 Direct Facilities/Maint/Rentals	1,107,727	9.23%	165,000	1.42%	(942,727)	-85.10%	147,042	1.23%	(17,958)	-10.88%
43 Debt Service on Facilities	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
44 Spirit Groups	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
45 Medical Expenses & Insurance	275,125	2.29%	297,000	2.55%	21,875	7.95%	345,250	2.89%	48,250	16.25%
46 Memberships & Dues	38,282	0.32%	48,000	0.41%	9,718	25.39%	48,000	0.40%	0	0.00%
47 NCAA/Special Event/Bowls	15,735	0.13%	0	0.00%	(15,735)	-100.00%	0	0.00%	0	0.00%
48 Other Operating Expenses	528,959	4.41%	661,847	5.69%	132,888	25.12%	488,824	4.09%	(173,023)	-26.14%
49 Subtotal Operating Expenditures	9,774,045	81.42%	9,324,449	80.18%	(449,596)	-4.60%	9,516,645	79.68%	192,196	2.06%
<b>50 Non-Cash Expenditures</b>										
51 3rd Party Coaches Compensation	56,100	0.47%	50,000	0.43%	(6,100)	-10.87%	30,000	0.25%	(20,000)	-40.00%
52 3rd Party Admin Staff Compensation	18,400	0.15%	15,000	0.13%	(3,400)	-18.48%	5,000	0.04%	(10,000)	-66.67%
53 Indirect Facilities & Admin Support	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
54 Non-Cash Expense	542,696	4.52%	600,000	5.16%	57,304	10.56%	600,000	5.02%	0	0.00%
55 Out-of-State Tuition Expense	1,613,326	13.44%	1,640,334	14.10%	27,008	1.67%	1,791,300	15.00%	150,966	9.20%
56 Subtotal Non-Cash Expenditures	2,230,522	18.58%	2,305,334	19.82%	74,812	3.35%	2,426,300	20.32%	120,966	5.25%
<b>57 Total Expenditures:</b>	<b>12,004,567</b>	<b>100.00%</b>	<b>11,629,783</b>	<b>100.00%</b>	<b>(374,784)</b>	<b>-3.12%</b>	<b>11,942,945</b>	<b>100.00%</b>	<b>313,162</b>	<b>2.69%</b>

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Intercollegiate Athletics Report  
FY14 Actuals, Revised Estimates for FY15, and FY16 Operating Budgets**

Attachment 5

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
			FY15 Est as of 5/14		(3-1) Variance 15 Est/14 Act	(5/1) Variance %	FY16 Orig Oper Bdgt		(7-3) Variance 16 Bud/15 Est	(9/3) Variance %
	FY14 Act	%		%				%		
58										
59 <b>Net Income/(deficit)</b>	5,294		0		(5,294)	-100.00%	0		0	0.00%
60										
61 <b>Ending Fund Balance 6/30 (PY Fund Balance plus Line 59)</b>	<u>1,527,903</u>		<u>1,527,903</u>		0	0.00%	1,527,903		0	0.00%
62										
63 <b>Sport Camps &amp; Clinics</b>										
64 Revenue	199,935		110,000		(89,935)	-44.98%	110,000	0.92%	0	0.00%
65 Coach Compensation from Camp	76,250		45,000		(31,250)	-40.98%	45,000	0.38%	0	0.00%
66 Camp Expenses	116,974		65,000		(51,974)	-44.43%	65,000	0.54%	0	0.00%
67 Total Expenses	193,224		110,000		(83,224)	-43.07%	110,000	0.92%	0	0.00%
68										
69 Net Income from Camps	6,711		0		(6,711)	-100.00%	0		0	0.00%

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					(3-1)	(5/1)			(7-3)	(9/3)	
	FY14 Act	%	FY15 Est as of 5/14	%	Variance 15 Est/14 Act	Variance %	FY16 Orig Oper Bdgt	%	Variance 16 Bud/15 Est	Variance %	
<b>Revenue by Program:</b>											
<b>1 General Revenue:</b>											
2	Student Fees	2,019,527	20.65%	2,030,734	21.78%	11,207	0.55%	2,030,734	21.34%	0	0.00%
3	Contributions	434,592	4.44%	376,000	4.03%	(58,592)	-13.48%	298,200	3.13%	(77,800)	-20.69%
4	Direct State General Funds	2,515,800	25.73%	2,671,900	28.65%	156,100	6.20%	2,752,200	28.92%	80,300	3.01%
5	Gender Equity - General Funds	734,400	7.51%	780,000	8.37%	45,600	6.21%	803,500	8.44%	23,500	3.01%
6	Institutional Support	568,900	5.82%	852,200	9.14%	283,300	49.80%	879,700	9.24%	27,500	3.23%
7	NCAA/Conference	590,406	6.04%	529,130	5.67%	(61,276)	-10.38%	424,000	4.46%	(105,130)	-19.87%
8	TV/Radio/Internet	9,293	0.10%	4,000	0.04%	(5,293)	-56.96%	0	0.00%	(4,000)	-100.00%
9	Concessions/program/etc.	17,000	0.17%	17,000	0.18%	0	0.00%	17,000	0.18%	0	0.00%
10	Advertising/sponsorship/Royalty	538,712	5.51%	520,000	5.58%	(18,712)	-3.47%	597,550	6.28%	77,550	14.91%
11	Endowments	18,314	0.19%	18,207	0.20%	(107)	-0.58%	20,024	0.21%	1,817	9.98%
12	NCAA/Bowl/World Series	18,130	0.19%	0	0.00%	(18,130)	-100.00%	0	0.00%	0	0.00%
13	Other	814,504	8.33%	99,000	1.06%	(715,504)	-87.85%	65,220	0.69%	(33,780)	-34.12%
14	Total General Revenue	8,279,578	84.66%	7,898,171	84.70%	(381,407)	-4.61%	7,888,128	82.89%	(10,043)	-0.13%
<b>15 Revenue By Sport:</b>											
<b>16 Men's Programs:</b>											
17	Football										
18	Ticket Sales	124,668	1.27%	177,389	1.90%	52,721	42.29%	160,000	1.68%	(17,389)	-9.80%
19	Game Guarantees	850,000	8.69%	650,000	6.97%	(200,000)	-23.53%	915,500	9.62%	265,500	40.85%
20	Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
21	Basketball										
22	Ticket Sales	72,511	0.74%	62,055	0.67%	(10,456)	-14.42%	60,000	0.63%	(2,055)	-3.31%
23	Game Guarantees	325,000	3.32%	410,000	4.40%	85,000	26.15%	375,000	3.94%	(35,000)	-8.54%
24	Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
25	Track & Field/Cross Country	4,070	0.04%	1,705	0.02%	(2,365)	-58.10%	2,000	0.02%	295	17.30%
26	Tennis		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
27	Baseball Ticket Sales		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
28	Wrestling		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
29	Golf		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
30	Volleyball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
31	Total Men's Sport Revenue	1,376,249	14.07%	1,301,149	13.95%	(75,100)	-5.46%	1,512,500	15.89%	211,351	16.24%
<b>32 Women's Programs</b>											
33	Volleyball										
34	Ticket Sales	7,094	0.07%	9,838	0.11%	2,744	38.68%	6,100	0.06%	(3,738)	-38.00%
35	Game Guarantees	9,000	0.09%	11,000	0.12%	2,000	22.22%	7,000	0.07%	(4,000)	-36.36%
36	Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
37	Basketball										
38	Ticket Sales	28,446	0.29%	27,150	0.29%	(1,296)	-4.56%	25,217	0.26%	(1,933)	-7.12%
39	Game Guarantees	66,500	0.68%	56,500	0.61%	(10,000)	-15.04%	70,000	0.74%	13,500	23.89%
40	Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
41	Track & Field/Cross Country	4,070	0.04%	1,706	0.02%	(2,364)	-58.08%	2,000	0.02%	294	17.23%
42	Tennis		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
43	Gymnastics		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
44	Golf		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
45	Soccer	4,403	0.05%	5,935	0.06%	1,532	34.79%	5,700	0.06%	(235)	-3.96%
46	Softball	4,000	0.04%	13,000	0.14%	9,000	225.00%		0.00%	(13,000)	-100.00%
47	Skiing		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
48	Swimming		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
49	Total Women's Sport Rev	123,513	1.26%	125,129	1.34%	1,617	1.31%	116,017	1.22%	(9,112)	-7.28%
50	<b>Total Revenue</b>	<b>9,779,339</b>	<b>100.00%</b>	<b>9,324,449</b>	<b>100.00%</b>	<b>(454,890)</b>	<b>-4.65%</b>	<b>9,516,645</b>	<b>100.00%</b>	<b>192,196</b>	<b>2.06%</b>

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					(3-1)	(5/1)			(7-3)	(9/3)
	FY14 Act	%	FY15 Est as of 5/14	%	Variance 15 Est/14 Act	Variance %	FY16 Orig Oper Bdgt	%	Variance 16 Bud/15 Est	Variance %
<b>51 Expenditures by Sport</b>										
<b>52 Administrative and General</b>										
53 Athletic Director Office	652,440	6.68%	652,488	7.00%	48	0.01%	678,147	7.13%	25,659	3.93%
54 Fund Raising Office	199,423	2.04%	213,043	2.28%	13,620	6.83%	221,434	2.33%	8,391	3.94%
55 Academics Support	232,721	2.38%	223,117	2.39%	(9,604)	-4.13%	231,573	2.43%	8,456	3.79%
56 Media Relations	184,726	1.89%	186,481	2.00%	1,755	0.95%	190,960	2.01%	4,479	2.40%
57 Marketing and Promotions	231,103	2.36%	219,228	2.35%	(11,875)	-5.14%	220,862	2.32%	1,634	0.75%
58 Ticket Office	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
59 Athletic Training Room	289,745	2.96%	315,658	3.39%	25,913	8.94%	326,334	3.43%	10,676	3.38%
60 Memberships and Dues	38,282	0.39%	48,000	0.51%	9,718	25.39%	48,000	0.50%	0	0.00%
61 Facilities Mtn & Debt Service	85,000	0.87%	85,000	0.91%	0	0.00%	85,000	0.89%	0	0.00%
62 Capital Improvements	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
63 NCAA/Special Event/Bowls	15,735	0.16%	0	0.00%	(15,735)	-100.00%	0	0.00%	0	0.00%
64 Other Miscellaneous	1,338,470	13.69%	637,043	6.83%	(701,427)	-52.41%	554,627	5.83%	(82,416)	-12.94%
<b>65 Total Admin &amp; General</b>	<b>3,267,645</b>	<b>33.43%</b>	<b>2,580,058</b>	<b>27.67%</b>	<b>(687,587)</b>	<b>-21.04%</b>	<b>2,556,937</b>	<b>26.87%</b>	<b>(23,121)</b>	<b>-0.90%</b>
66										
<b>67 Men's Programs:</b>										
68 Football	2,411,391	24.67%	2,435,183	26.12%	23,792	0.99%	2,575,300	27.06%	140,117	5.75%
69 Basketball	930,597	9.52%	916,968	9.83%	(13,629)	-1.46%	898,700	9.44%	(18,268)	-1.99%
70 Track & Field/Cross Country	327,114	3.35%	330,015	3.54%	2,901	0.89%	344,547	3.62%	14,532	4.40%
71 Tennis	122,216	1.25%	126,421	1.36%	4,205	3.44%	130,309	1.37%	3,888	3.08%
72 Baseball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
73 Wrestling	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
74 Golf	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
75 Volleyball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
76 Rodeo	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
<b>77 Total Men's Programs</b>	<b>3,791,318</b>	<b>38.79%</b>	<b>3,808,587</b>	<b>40.85%</b>	<b>17,269</b>	<b>0.46%</b>	<b>3,948,856</b>	<b>41.49%</b>	<b>140,269</b>	<b>3.68%</b>
78										
<b>79 Women's Programs</b>										
80 Volleyball	426,643	4.37%	447,773	4.80%	21,130	4.95%	455,144	4.78%	7,371	1.65%
81 Basketball	744,981	7.62%	793,253	8.51%	48,272	6.48%	824,894	8.67%	31,641	3.99%
82 Track & Field/Cross Country	406,542	4.16%	469,087	5.03%	62,545	15.38%	488,117	5.13%	19,030	4.06%
83 Tennis	178,699	1.83%	180,518	1.94%	1,819	1.02%	201,570	2.12%	21,052	11.66%
84 Gymnastics	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
85 Golf	99,068	1.01%	137,421	1.47%	38,353	38.71%	146,104	1.54%	8,683	6.32%
86 Soccer	448,233	4.59%	459,308	4.93%	11,075	2.47%	483,523	5.08%	24,215	5.27%
87 Softball	410,916	4.20%	448,444	4.81%	37,528	9.13%	411,500	4.32%	(36,944)	-8.24%
88 Skiing	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
89 Swimming	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
90 Rodeo/New Sport	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
<b>91 Total Women's Programs</b>	<b>2,715,082</b>	<b>27.78%</b>	<b>2,935,804</b>	<b>31.49%</b>	<b>220,722</b>	<b>8.13%</b>	<b>3,010,852</b>	<b>31.64%</b>	<b>75,048</b>	<b>2.56%</b>
92										
<b>93 Total Expenditures</b>	<b>9,774,045</b>	<b>100.00%</b>	<b>9,324,449</b>	<b>100.00%</b>	<b>(449,596)</b>	<b>-4.60%</b>	<b>9,516,645</b>	<b>100.00%</b>	<b>192,196</b>	<b>2.06%</b>

**University of Idaho  
Intercollegiate Athletics Report  
FY14 Actuals, Revised Estimates for FY15, and FY16 Operating Budgets**

Attachment 6

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
			FY15 Est		(3-1)	(5/1)	FY16 Orig		(7-3)	(9/3)
	FY14 Act	%	as of 5/14	%	Variance	Variance	Oper Bdgt	%	Variance	Variance
					15 Est/14 Act	%			16 Bud/15 Est	%
<b>1 Revenue:</b>										
<b>2 Program Revenue:</b>										
3 Ticket Sales	791,987	4.12%	668,864	3.39%	(123,123)	-15.55%	673,000	3.39%	4,136	0.62%
4 Guarantees	3,344,000	17.41%	1,831,000	9.27%	(1,513,000)	-45.25%	2,237,500	11.26%	406,500	22.20%
5 Contributions	2,354,911	12.26%	3,053,172	15.46%	698,261	29.65%	2,766,602	13.93%	(286,570)	-9.39%
6 NCAA/Conference/Tournaments	834,318	4.34%	1,525,580	7.72%	691,262	82.85%	1,525,580	7.68%	0	0.00%
7 TV/Radio/Internet Rights	75,000	0.39%	50,000	0.25%	(25,000)	-33.33%	75,000	0.38%	25,000	50.00%
8 Program/Novelty Sales, Concessionns, Parking	25,708	0.13%	34,100	0.17%	8,392	32.64%	34,100	0.17%	0	0.00%
9 Royalty, Advertisement, Sponsorship	736,100	3.83%	710,000	3.59%	(26,100)	-3.55%	735,000	3.70%	25,000	3.52%
10 Endowment/Investment Income	419,243	2.18%	225,000	1.14%	(194,243)	-46.33%	225,000	1.13%	0	0.00%
11 Other	251,019	1.31%	306,000	1.55%	54,981	21.90%	306,000	1.54%	0	0.00%
12 Total Program Revenue	8,832,286	45.99%	8,403,716	42.55%	(428,570)	-4.85%	8,577,782	43.17%	174,066	2.07%
<b>13 Non-Program Revenue:</b>										
14 NCAA/Bowl/World Series	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
15 Student Fees	2,269,389	11.82%	2,261,110	11.45%	(8,279)	-0.36%	2,201,849	11.08%	(59,261)	-2.62%
16 Direct State General Funds	2,515,800	13.10%	2,671,900	13.53%	156,100	6.20%	2,752,200	13.85%	80,300	3.01%
17 Gender Equity - General Funds	961,600	5.01%	1,021,300	5.17%	59,700	6.21%	1,172,000	5.90%	150,700	14.76%
18 Direct Institutional Support	812,800	4.23%	860,400	4.36%	47,600	5.86%	899,700	4.53%	39,300	4.57%
19 Subtotal State/Institutional Support	4,290,200	22.34%	4,553,600	23.05%	263,400	6.14%	4,823,900	24.28%	270,300	5.94%
20 Total Non-Program Revenue	6,559,589	34.16%	6,814,710	34.50%	255,121	3.89%	7,025,749	35.36%	211,039	3.10%
21 Subtotal Operating Revenue	15,391,875	80.15%	15,218,426	77.05%	(173,449)	-1.13%	15,603,531	78.54%	385,105	
<b>22 Non-Cash Revenue</b>										
23 Third Party Support	448,650	2.34%	423,800	2.15%	(24,850)	-5.54%	423,800	2.13%	0	0.00%
24 Indirect Institutional Support	495,585	2.58%	468,254	2.37%	(27,331)	-5.51%	152,882	0.77%	(315,372)	-67.35%
25 Non-Cash Revenue	542,077	2.82%	596,710	3.02%	54,633	10.08%	536,710	2.70%	(60,000)	-10.06%
26 Out-of-State Tuition Revenue	2,326,282	12.11%	3,044,250	15.41%	717,968	30.86%	3,150,900	15.86%	106,650	3.50%
27 Subtotal Non-Cash Revenue	3,812,594	19.85%	4,533,014	22.95%	720,420	18.90%	4,264,292	21.46%	(268,722)	-5.93%
<b>28 Total Revenue:</b>	<b>19,204,469</b>	<b>100.00%</b>	<b>19,751,440</b>	<b>100.00%</b>	<b>546,971</b>	<b>2.85%</b>	<b>19,867,823</b>	<b>100.00%</b>	<b>116,383</b>	<b>0.59%</b>
<b>29</b>										
<b>30 Expenditures</b>										
<b>31 Operating Expenditures:</b>										
32 Athletics Student Aid	3,169,167	16.30%	3,552,364	18.03%	383,197	12.09%	3,661,829	18.72%	109,465	3.08%
33 Guarantees	807,373	4.15%	215,200	1.09%	(592,173)	-73.35%	478,200	2.44%	263,000	122.21%
34 Coaching Salary/Benefits	2,805,591	14.43%	2,906,898	14.76%	101,307	3.61%	2,975,063	15.21%	68,165	2.34%
35 Admin Staff Salary/Benefits	2,016,005	10.37%	2,086,761	10.59%	70,756	3.51%	2,046,978	10.46%	(39,783)	-1.91%
36 Severance Payments	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
37 Recruiting	387,576	1.99%	363,080	1.84%	(24,496)	-6.32%	358,030	1.83%	(5,050)	-1.39%
38 Team Travel	2,191,881	11.27%	2,349,442	11.93%	157,561	7.19%	2,073,290	10.60%	(276,152)	-11.75%
39 Equipment, Uniforms and Supplies	556,167	2.86%	540,361	2.74%	(15,806)	-2.84%	543,891	2.78%	3,530	0.65%
40 Game Expenses	650,815	3.35%	575,710	2.92%	(75,105)	-11.54%	623,378	3.19%	47,668	8.28%
41 Fund Raising, Marketing, Promotion	385,136	1.98%	270,526	1.37%	(114,610)	-29.76%	289,546	1.48%	19,020	7.03%
42 Direct Facilities/Maint/Rentals	68,292	0.35%	158,841	0.81%	90,549	132.59%	158,841	0.81%	0	0.00%
43 Debt Service on Facilities	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
44 Spirit Groups	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
45 Medical Expenses & Insurance	339,813	1.75%	388,580	1.97%	48,767	14.35%	388,580	1.99%	0	0.00%
46 Memberships & Dues	274,062	1.41%	134,100	0.68%	(139,962)	-51.07%	134,100	0.69%	0	0.00%
47 NCAA/Special Event/Bowls	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
48 Other Operating Expenses	2,080,750	10.70%	1,685,639	8.56%	(395,111)	-18.99%	1,674,347	8.56%	(11,292)	-0.67%
49 Subtotal Operating Expenditures	15,732,628	80.92%	15,227,502	77.29%	(505,126)	-3.21%	15,406,072	78.75%	178,570	1.17%
<b>50 Non-Cash Expenditures</b>										
51 3rd Party Coaches Compensation	433,650	2.23%	408,800	2.08%	(24,850)	-5.73%	408,800	2.09%	0	0.00%
52 3rd Party Admin Staff Compensation	15,000	0.08%	15,000	0.08%	0	0.00%	15,000	0.08%	0	0.00%
53 Indirect Facilities & Admin Support	495,585	2.55%	468,253	2.38%	(27,332)	-5.52%	152,882	0.78%	(315,371)	-67.35%
54 Non-Cash Expense	439,631	2.26%	536,710	2.72%	97,079	22.08%	536,710	2.74%	0	0.00%
55 Out-of-State Tuition Expense	2,326,282	11.96%	3,044,250	15.45%	717,968	30.86%	3,044,250	15.56%	0	0.00%
56 Subtotal Non-Cash Expenditures	3,710,148	19.08%	4,473,013	22.71%	762,865	20.56%	4,157,642	21.25%	(315,371)	-7.05%
<b>57 Total Expenditures:</b>	<b>19,442,776</b>	<b>100.00%</b>	<b>19,700,515</b>	<b>100.00%</b>	<b>257,739</b>	<b>1.33%</b>	<b>19,563,714</b>	<b>100.00%</b>	<b>(136,801)</b>	<b>-0.69%</b>

University of Idaho  
Intercollegiate Athletics Report  
FY14 Actuals, Revised Estimates for FY15, and FY16 Operating Budgets

Attachment 6

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY14 Act	%	FY15 Est as of 5/14	%	Variance 15 Est/14 Act	Variance %	FY16 Orig Oper Bdgt	%	Variance 16 Bud/15 Est	Variance %
58										
59 <b>Net Income/(deficit)</b>	(238,307)		50,925		289,232	-121.37%	304,109		253,184	497.17%
60										
61 <b>Ending Fund Balance 6/30 (PY Fund Balance plus Line 59)</b>	<u>38,197</u>		<u>89,122</u>		50,925	133.32%	393,231		304,109	341.23%
62										
63 <b>Sport Camps &amp; Clinics</b>										
64 Revenue	125,150		236,300		111,150	88.81%	200,000	1.02%	(36,300)	-15.36%
65 Coach Compensation from Camp	12,149		61,828		49,679	408.91%	54,000	0.28%	(7,828)	-12.66%
66 Camp Expenses	113,001		174,472		61,471	54.40%	146,000	0.75%	(28,472)	-16.32%
67 Total Expenses	125,150		236,300		111,150	88.81%	200,000	1.02%	(36,300)	-15.36%
68										
69 Net Income from Camps	0		0		0	0.00%	0		0	0.00%



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	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	
			FY15 Est as of 5/14		(3-1) Variance 15 Est/14 Act	(5/1) Variance %	FY16 Orig Oper Bdgt		(7-3) Variance	(9/3) Variance %	
	FY14 Act	%		%				%	16 Bud/15 Est		
<b>Revenue by Program:</b>											
<b>1 General Revenue:</b>											
2	Student Fees	2,269,389	14.74%	2,261,110	14.86%	(8,279)	-0.36%	2,201,849	14.11%	(59,261)	-2.62%
3	Contributions	2,354,911	15.30%	3,053,172	20.06%	698,261	29.65%	2,766,602	17.73%	(286,570)	-9.39%
4	Direct State General Funds	2,515,800	16.34%	2,671,900	17.56%	156,100	6.20%	2,752,200	17.64%	80,300	3.01%
5	Gender Equity - General Funds	961,600	6.25%	1,021,300	6.71%	59,700	6.21%	1,172,000	7.51%	150,700	14.76%
6	Institutional Support	812,800	5.28%	860,400	5.65%	47,600	5.86%	899,700	5.77%	39,300	4.57%
7	NCAA/Conference	834,318	5.42%	1,525,580	10.02%	691,262	82.85%	1,525,580	9.78%	0	0.00%
8	TV/Radio/Internet	75,000	0.49%	50,000	0.33%	(25,000)	-33.33%	75,000	0.48%	25,000	50.00%
9	Concessions/program/etc.	25,708	0.17%	34,100	0.22%	8,392	32.64%	34,100	0.22%	0	0.00%
10	Advertising/sponsorship/Royalty	736,100	4.78%	710,000	4.67%	(26,100)	-3.55%	735,000	4.71%	25,000	3.52%
11	Endowments	419,243	2.72%	225,000	1.48%	(194,243)	-46.33%	225,000	1.44%	0	0.00%
12	NCAA/Bowl/World Series	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
13	Other	251,019	1.63%	306,000	2.01%	54,981	21.90%	306,000	1.96%	0	0.00%
14	Total General Revenue	11,255,888	73.13%	12,718,562	83.57%	1,462,674	12.99%	12,693,031	81.35%	(25,531)	-0.20%
<b>15 Revenue By Sport:</b>											
<b>16 Men's Programs:</b>											
<b>17 Football</b>											
18	Ticket Sales	704,355	4.58%	610,000	4.01%	(94,355)	-13.40%	600,000	3.85%	(10,000)	-1.64%
19	Game Guarantees	3,135,000	20.37%	1,700,000	11.17%	(1,435,000)	-45.77%	2,100,000	13.46%	400,000	23.53%
20	Other (Tourn/Bowl/Conf)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
<b>21 Basketball</b>											
22	Ticket Sales	66,680	0.43%	45,000	0.30%	(21,680)	-32.51%	55,000	0.35%	10,000	22.22%
23	Game Guarantees	150,000	0.97%	80,000	0.53%	(70,000)	-46.67%	85,000	0.54%	5,000	6.25%
24	Other (Tourn/Bowl/Conf)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
25	Track & Field/Cross Country	1,207	0.01%	932	0.01%	(275)	-22.78%	0	0.00%	(932)	-100.00%
26	Tennis	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
27	Baseball Ticket Sales	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
28	Wrestling	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
29	Golf	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
30	Volleyball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
31	Total Men's Sport Revenue	4,057,242	26.36%	2,435,932	16.01%	(1,621,310)	-39.96%	2,840,000	18.20%	404,068	16.59%
<b>32 Women's Programs</b>											
<b>33 Volleyball</b>											
34	Ticket Sales	7,444	0.05%	6,000	0.04%	(1,444)	-19.40%	7,000	0.04%	1,000	16.67%
35	Game Guarantees	1,000	0.01%	0	0.00%	(1,000)	-100.00%	6,000	0.04%	6,000	100.00%
36	Other (Tourn/Bowl/Conf)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
<b>37 Basketball</b>											
38	Ticket Sales	11,093	0.07%	6,000	0.04%	(5,093)	-45.91%	11,000	0.07%	5,000	83.33%
39	Game Guarantees	58,000	0.38%	51,000	0.34%	(7,000)	-12.07%	46,500	0.30%	(4,500)	-8.82%
40	Other (Tourn/Bowl/Conf)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
41	Track & Field/Cross Country	1,208	0.01%	932	0.01%	(276)	-22.85%	0	0.00%	(932)	-100.00%
42	Tennis	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
43	Gymnastics	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
44	Golf	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
45	Soccer	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
46	Softball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
47	Skiing	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
48	Swimming	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
49	Total Women's Sport Rev	78,745	0.51%	63,932	0.42%	(14,813)	-18.81%	70,500	0.45%	6,568	10.27%
50	<b>Total Revenue</b>	<b>15,391,875</b>	<b>100.00%</b>	<b>15,218,426</b>	<b>100.00%</b>	<b>(173,449)</b>	<b>-1.13%</b>	<b>15,603,531</b>	<b>100.00%</b>	<b>385,105</b>	<b>2.53%</b>

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Attachment 6

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
			FY15 Est		(3-1)	(5/1)	FY16 Orig		(7-3)	(9/3)
	FY14 Act	%	as of 5/14	%	Variance	Variance	Oper Bdgt	%	Variance	Variance
					15 Est/14 Act	%			16 Bud/15 Est	%
<b>51 Expenditures by Sport</b>										
<b>52 Administrative and General</b>										
53 Athletic Director Office	1,113,183	7.08%	595,311	3.91%	(517,872)	-46.52%	672,000	4.36%	76,689	12.88%
54 Fund Raising Office	363,056	2.31%	350,189	2.30%	(12,867)	-3.54%	357,825	2.32%	7,636	2.18%
55 Academics Support	160,622	1.02%	195,830	1.29%	35,208	21.92%	174,026	1.13%	(21,804)	-11.13%
56 Media Relations	215,540	1.37%	201,726	1.32%	(13,814)	-6.41%	215,944	1.40%	14,218	7.05%
57 Marketing and Promotions	181,095	1.15%	229,896	1.51%	48,801	26.95%	231,042	1.50%	1,146	0.50%
58 Ticket Office	262,982	1.67%	209,501	1.38%	(53,481)	-20.34%	195,079	1.27%	(14,422)	-6.88%
59 Athletic Training Room	672,862	4.28%	307,000	2.02%	(365,862)	-54.37%	307,000	1.99%	0	0.00%
60 Memberships and Dues	475,816	3.02%	134,100	0.88%	(341,716)	-71.82%	134,100	0.87%	0	0.00%
61 Facilities Mtn & Debt Service	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
62 Capital Improvements	42,864	0.27%	20,250	0.13%	(22,614)	-52.76%	20,250	0.13%	0	0.00%
63 NCAA/Special Event/Bowls	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
64 Other Miscellaneous	759,794	4.83%	1,568,963	10.30%	809,169	106.50%	1,509,480	9.80%	(59,483)	-3.79%
<b>65 Total Admin &amp; General</b>	<b>4,247,814</b>	<b>27.00%</b>	<b>3,812,766</b>	<b>25.04%</b>	<b>(435,048)</b>	<b>-10.24%</b>	<b>3,816,745</b>	<b>24.77%</b>	<b>3,979</b>	<b>0.10%</b>
66										
<b>67 Men's Programs:</b>										
68 Football	5,265,775	33.47%	5,427,883	35.65%	162,108	3.08%	5,500,991	35.71%	73,108	1.35%
69 Basketball	1,580,595	10.05%	1,319,231	8.66%	(261,364)	-16.54%	1,311,226	8.51%	(8,005)	-0.61%
70 Track & Field/Cross Country	454,751	2.89%	441,459	2.90%	(13,292)	-2.92%	433,967	2.82%	(7,492)	-1.70%
71 Tennis	180,105	1.14%	220,778	1.45%	40,673	22.58%	231,193	1.50%	10,415	4.72%
72 Baseball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
73 Wrestling	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
74 Golf	227,759	1.45%	210,128	1.38%	(17,631)	-7.74%	210,436	1.37%	308	0.15%
75 Volleyball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
76 Rodeo	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
<b>77 Total Men's Programs</b>	<b>7,708,985</b>	<b>49.00%</b>	<b>7,619,479</b>	<b>50.04%</b>	<b>(89,506)</b>	<b>-1.16%</b>	<b>7,687,813</b>	<b>49.90%</b>	<b>68,334</b>	<b>0.90%</b>
78										
<b>79 Women's Programs</b>										
80 Volleyball	678,235	4.31%	683,510	4.49%	5,275	0.78%	694,483	4.51%	10,973	1.61%
81 Basketball	966,168	6.14%	962,343	6.32%	(3,825)	-0.40%	962,579	6.25%	236	0.02%
82 Track & Field/Cross Country	495,296	3.15%	517,017	3.40%	21,721	4.39%	550,996	3.58%	33,979	6.57%
83 Tennis	241,800	1.54%	273,169	1.79%	31,369	12.97%	274,124	1.78%	955	0.35%
84 Gymnastics	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
85 Golf	251,938	1.60%	247,494	1.63%	(4,444)	-1.76%	248,963	1.62%	1,469	0.59%
86 Soccer	581,308	3.69%	575,406	3.78%	(5,902)	-1.02%	602,548	3.91%	27,142	4.72%
87 Softball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
88 Skiing	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
89 Swimming	561,084	3.57%	536,318	3.52%	(24,766)	-4.41%	567,819	3.69%	31,501	5.87%
90 Rodeo/New Sport	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
<b>91 Total Women's Programs</b>	<b>3,775,829</b>	<b>24.00%</b>	<b>3,795,257</b>	<b>24.92%</b>	<b>19,428</b>	<b>0.51%</b>	<b>3,901,513</b>	<b>25.32%</b>	<b>106,256</b>	<b>2.80%</b>
92										
<b>93 Total Expenditures</b>	<b>15,732,628</b>	<b>100.00%</b>	<b>15,227,502</b>	<b>100.00%</b>	<b>(505,126)</b>	<b>-3.21%</b>	<b>15,406,072</b>	<b>100.00%</b>	<b>178,570</b>	<b>1.17%</b>

**Lewis Clark College  
Intercollegiate Athletics Report  
FY14 Actuals, Revised Estimates for FY15, and FY16 Operating Budgets**

Attachment 7

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
			FY15 Est		(3-1)	(5/1)	FY16 Orig		(7-3)	(9/3)
	FY14 Act	%	as of 5/14	%	Variance	Variance	Oper Bdgt	%	Variance	Variance
					15 Est/14 Act	%			16 Bud/15 Est	%
<b>1 Revenue:</b>										
<b>2 Program Revenue:</b>										
3 Ticket Sales	38,204	0.91%	40,200	0.92%	1,996	5.22%	35,000	0.78%	(5,200)	-12.94%
4 Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
5 Contributions	581,042	13.88%	694,300	15.94%	113,258	19.49%	614,200	13.67%	(80,100)	-11.54%
6 NCAA/Conference/Tournaments		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
7 TV/Radio/Internet Rights	4,400	0.11%	4,800	0.11%	400	9.09%	4,800	0.11%	0	0.00%
8 Program/Novelty Sales, Concessionns, Parking		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
9 Royalty, Advertisement, Sponsorship		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
10 Endowment/Investment Income		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
11 Other		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
12 Total Program Revenue	623,646	14.90%	739,300	16.98%	115,654	18.54%	654,000	14.56%	(85,300)	-11.54%
<b>13 Non-Program Revenue:</b>										
14 NCAA/Bowl/World Series	575,684	13.75%	470,900	10.81%	(104,784)	-18.20%	533,000	11.87%	62,100	13.19%
15 Student Fees	428,761	10.24%	420,900	9.67%	(7,861)	-1.83%	410,000	9.13%	(10,900)	-2.59%
16 Direct State General Funds	905,307	21.62%	1,071,000	24.60%	165,693	18.30%	1,125,500	25.06%	54,500	5.09%
17 Gender Equity - General Funds		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
18 Direct Institutional Support	126,500	3.02%	129,900	2.98%	3,400	2.69%	179,000	3.98%	49,100	37.80%
19 Subtotal State/Institutional Support	1,031,807	24.64%	1,200,900	27.58%	169,093	16.39%	1,304,500	29.04%	103,600	8.63%
20 Total Non-Program Revenue	2,036,252	48.64%	2,092,700	48.06%	56,448	2.77%	2,247,500	50.03%	154,800	7.40%
21 Subtotal Operating Revenue	2,659,898	63.53%	2,832,000	65.04%	172,102	6.47%	2,901,500	64.59%	69,500	2.45%
<b>22 Non-Cash Revenue</b>										
23 Third Party Support	35,600	0.85%	37,000	0.85%	1,400	3.93%	37,000	0.82%	0	0.00%
24 Indirect Institutional Support	217,521	5.20%	200,000	4.59%	(17,521)	-8.05%	222,600	4.96%	22,600	11.30%
25 Non-Cash Revenue		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
26 Out-of-State Tuition Revenue	1,273,674	30.42%	1,285,500	29.52%	11,826	0.93%	1,331,000	29.63%	45,500	3.54%
27 Subtotal Non-Cash Revenue	1,526,795	36.47%	1,522,500	34.96%	(4,295)	-0.28%	1,590,600	35.41%	68,100	4.47%
<b>28 Total Revenue:</b>	<b>4,186,693</b>	<b>100.00%</b>	<b>4,354,500</b>	<b>100.00%</b>	<b>167,807</b>	<b>4.01%</b>	<b>4,492,100</b>	<b>100.00%</b>	<b>137,600</b>	<b>3.16%</b>
<b>29</b>										
<b>30 Expenditures</b>										
<b>31 Operating Expenditures:</b>										
32 Athletics Student Aid	501,450	12.13%	594,600	13.86%	93,150	18.58%	617,000	13.74%	22,400	3.77%
33 Guarantees	38,484	0.93%	49,100	1.14%	10,616	27.59%	47,500	1.06%	(1,600)	-3.26%
34 Coaching Salary/Benefits	549,531	13.29%	601,900	14.03%	52,369	9.53%	657,100	14.63%	55,200	9.17%
35 Admin Staff Salary/Benefits	298,242	7.21%	319,400	7.44%	21,158	7.09%	333,400	7.42%	14,000	4.38%
36 Severance Payments		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
37 Recruiting	39,345	0.95%	30,900	0.72%	(8,445)	-21.46%	29,500	0.66%	(1,400)	-4.53%
38 Team Travel	301,736	7.30%	326,300	7.60%	24,564	8.14%	333,000	7.41%	6,700	2.05%
39 Equipment, Uniforms and Supplies	186,081	4.50%	187,000	4.36%	919	0.49%	185,700	4.13%	(1,300)	-0.70%
40 Game Expenses	89,618	2.17%	96,800	2.26%	7,182	8.01%	96,100	2.14%	(700)	-0.72%
41 Fund Raising, Marketing, Promotion		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
42 Direct Facilities/Maint/Rentals		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
43 Debt Service on Facilities		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
44 Spirit Groups		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
45 Medical Expenses & Insurance	14,970	0.36%	15,600	0.36%	630	4.21%	16,000	0.36%	400	2.56%
46 Memberships & Dues		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
47 NCAA/Special Event/Bowls	523,930	12.67%	460,100	10.72%	(63,830)	-12.18%	533,000	11.87%	72,900	15.84%
48 Other Operating Expenses	63,834	1.54%	86,900	2.03%	23,066	36.13%	53,200	1.18%	(33,700)	-38.78%
49 Subtotal Operating Expenditures	2,607,221	63.07%	2,768,600	64.52%	161,379	6.19%	2,901,500	64.59%	132,900	4.80%
<b>50 Non-Cash Expenditures</b>										
51 3rd Party Coaches Compensation		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
52 3rd Party Admin Staff Compensation		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
53 Indirect Facilities & Admin Support	217,521	5.26%	200,000	4.66%	(17,521)	-8.05%	222,600	4.96%	22,600	11.30%
54 Non-Cash Expense	35,600	0.86%	37,000	0.86%	1,400	3.93%	37,000	0.82%	0	0.00%
55 Out-of-State Tuition Expense	1,273,674	30.81%	1,285,500	29.96%	11,826	0.93%	1,331,000	29.63%	45,500	3.54%
56 Subtotal Non-Cash Expenditures	1,526,795	36.93%	1,522,500	35.48%	(4,295)	-0.28%	1,590,600	35.41%	68,100	4.47%
<b>57 Total Expenditures:</b>	<b>4,134,016</b>	<b>100.00%</b>	<b>4,291,100</b>	<b>100.00%</b>	<b>157,084</b>	<b>3.80%</b>	<b>4,492,100</b>	<b>100.00%</b>	<b>201,000</b>	<b>4.68%</b>

Lewis Clark State College  
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Attachment 7

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
			FY15 Est as of 5/14		(3-1) Variance 15 Est/14 Act	(5/1) Variance %	FY16 Orig Oper Bdgt		(7-3) Variance	(9/3) Variance %
	FY14 Act	%		%				%		
58										
59 <b>Net Income/(deficit)</b>	52,677		63,400		10,723	20.36%	0		(63,400)	-100.00%
60										
61 <b>Ending Fund Balance 6/30 (PY Fund Balance plus Line 59)</b>	<u>317,604</u>		<u>381,004</u>		63,400	19.96%	381,004		0	0.00%
62										
63 <b>Sport Camps &amp; Clinics</b>										
64 Revenue	177,590		137,650		(39,940)	-22.49%	138,000	3.07%	350	0.25%
65 Coach Compensation from Camp	47,234		30,325		(16,909)	-35.80%	30,000	0.67%	(325)	-1.07%
66 Camp Expenses	43,091		39,560		(3,531)	-8.19%	40,000	0.89%	440	1.11%
67 Total Expenses	90,325		69,885		(20,440)	-22.63%	70,000	1.56%	115	0.16%
68										
69 Net Income from Camps	87,265		67,765		(19,500)	-22.35%	68,000		235	0.35%

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	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	
					(3-1)	(5/1)			(7-3)	(9/3)	
	FY14 Act	%	FY15 Est as of 5/14	%	Variance 15 Est/14 Act	Variance %	FY16 Orig Oper Bdgt	%	Variance 16 Bud/15 Est	Variance %	
<b>Revenue by Program:</b>											
<b>1 General Revenue:</b>											
2	Student Fees	428,761	16.12%	420,900	14.86%	(7,861)	-1.83%	410,000	14.13%	(10,900)	-2.59%
3	Contributions	45,875	1.72%	158,470	5.60%	112,595	245.44%	225,200	7.76%	66,730	42.11%
4	Direct State General Funds	905,307	34.04%	1,071,000	37.82%	165,693	18.30%	1,125,500	38.79%	54,500	5.09%
5	Gender Equity - General Funds	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
6	Institutional Support	126,500	4.76%	129,900	4.59%	3,400	2.69%	179,000	6.17%	49,100	37.80%
7	NCAA/Conference	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
8	TV/Radio/Internet	4,400	0.17%	4,800	0.17%	400	9.09%	4,800	0.17%	0	0.00%
9	Concessions/program/etc.	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
10	Advertising/sponsorship/Royalty	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
11	Endowments	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
12	NCAA/Bowl/World Series	575,684	21.64%	470,900	16.63%	(104,784)	-18.20%	533,000	18.37%	62,100	13.19%
13	Other	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
14	Total General Revenue	2,086,527	78.44%	2,255,970	79.66%	169,443	8.12%	2,477,500	85.39%	221,530	9.82%
<b>15 Revenue By Sport:</b>											
<b>16 Men's Programs:</b>											
<b>17 Football</b>											
18	Ticket Sales		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
19	Game Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
20	Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
<b>21 Basketball</b>											
22	Ticket Sales	8,405	0.32%	8,850	0.31%	445	5.29%	7,700	0.27%	(1,150)	-12.99%
23	Game Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
24	Contributions (Fundraising)	137,819	5.18%	160,330	5.66%	22,511	16.33%	40,000	1.38%	(120,330)	-75.05%
24	Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
25	Track & Field/Cross Country (Contributions & Fundraising)	29,508	1.11%	41,000	1.45%	11,492	38.95%	38,000	1.31%	(3,000)	-7.32%
26	Tennis (Contributions & Fundraising)	12,473	0.47%	18,400	0.65%	5,927	47.52%	5,000	0.17%	(13,400)	-72.83%
<b>27 Baseball</b>											
28	Ticket Sales	19,102	0.72%	20,100	0.71%	998	5.22%	17,500	0.60%	(2,600)	-12.94%
29	Contributions (Fundraising)	90,021	3.38%	92,700	3.27%	2,679	2.98%	90,000	3.10%	(2,700)	-2.91%
29	Wrestling		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
30	Golf (Contributions & Fundraising)	25,171	0.95%	30,900	1.09%	5,729	22.76%	30,000	1.03%	(900)	-2.91%
31	Volleyball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
32	Total Men's Sport Revenue	322,499	12.12%	372,280	13.15%	49,781	15.44%	228,200	7.86%	(144,080)	-38.70%
<b>33 Women's Programs</b>											
<b>34 Volleyball</b>											
35	Ticket Sales	2,292	0.09%	2,400	0.08%	108	4.71%	2,100	0.07%	(300)	-12.50%
36	Game Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
37	Contributions (Fundraising)	47,508	1.79%	20,900	0.74%	(26,608)	-56.01%	50,000	1.72%	29,100	139.23%
38	Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
<b>39 Basketball</b>											
40	Ticket Sales	8,405	0.32%	8,850	0.31%	445	5.29%	7,700	0.27%	(1,150)	-12.99%
41	Game Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
42	Contributions (Fundraising)	98,993	3.72%	67,900	2.40%	(31,093)	-31.41%	59,000	2.03%	(8,900)	-13.11%
43	Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
44	Track & Field/Cross Country (Contributions & Fundraising)	48,131	1.81%	50,400	1.78%	2,269	4.71%	38,000	1.31%	(12,400)	-24.60%
45	Tennis (Contributions & Fundraising)	16,132	0.61%	22,900	0.81%	6,768	41.95%	6,000	0.21%	(16,900)	-73.80%
46	Gymnastics		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
47	Golf (Contributions & Fundraising)	29,411	1.11%	30,400	1.07%	989	3.36%	33,000	1.14%	2,600	8.55%
48	Soccer		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
49	Softball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
50	Skiing		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
51	Swimming		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
52	Total Women's Sport Rev	250,872	9.43%	203,750	7.19%	(47,122)	-18.78%	195,800	6.75%	(7,950)	-3.90%
53	<b>Total Revenue</b>	<b>2,659,898</b>	<b>100.00%</b>	<b>2,832,000</b>	<b>100.00%</b>	<b>172,102</b>	<b>6.47%</b>	<b>2,901,500</b>	<b>100.00%</b>	<b>69,500</b>	<b>2.45%</b>

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	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
	FY14 Act	%	FY15 Est as of 5/14	%	(3-1)	(5/1)	FY16 Orig Oper Bdgt	%	(7-3)	(9/3)
					Variance 15 Est/14 Act	Variance %			Variance 16 Bud/15 Est	Variance %
<b>54 Expenditures by Sport</b>										
<b>55 Administrative and General</b>										
56 Athletic Director Office	407,921	15.65%	440,650	15.92%	32,729	8.02%	424,027	14.61%	(16,623)	-3.77%
57 Fund Raising Office	1,134	0.04%	900	0.03%	(234)	-20.63%	1,500	0.05%	600	66.67%
58 Academics Support		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
59 Media Relations		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
60 Marketing and Promotions		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
61 Ticket Office		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
62 Athletic Training Room	40,050	1.54%	36,800	1.33%	(3,250)	-8.11%	41,467	1.43%	4,667	12.68%
63 Memberships and Dues		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
64 Facilities Mtn & Debt Service		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
65 Capital Improvements		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
66 NCAA/Special Event/Bowls	523,930	20.10%	460,100	16.62%	(63,830)	-12.18%	533,000	18.37%	72,900	15.84%
67 Other Miscellaneous		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
<b>68 Total Admin &amp; General</b>	<b>973,035</b>	<b>37.32%</b>	<b>938,450</b>	<b>33.90%</b>	<b>(34,585)</b>	<b>-3.55%</b>	<b>999,994</b>	<b>34.46%</b>	<b>61,544</b>	<b>6.56%</b>
69										
<b>70 Men's Programs:</b>										
71 Football		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
72 Basketball	218,869	8.39%	259,200	9.36%	40,331	18.43%	263,552	9.08%	4,352	1.68%
73 Track & Field/Cross Country	71,277	2.73%	150,100	5.42%	78,823	110.59%	167,009	5.76%	16,909	11.27%
74 Tennis	31,852	1.22%	22,850	0.83%	(9,002)	-28.26%	42,718	1.47%	19,868	86.95%
75 Baseball	487,152	18.68%	496,700	17.94%	9,548	1.96%	500,627	17.25%	3,927	0.79%
76 Wrestling		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
77 Golf	62,115	2.38%	70,400	2.54%	8,285	13.34%	74,460	2.57%	4,060	5.77%
78 Volleyball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
79 Rodeo		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
<b>80 Total Men's Programs</b>	<b>871,265</b>	<b>33.42%</b>	<b>999,250</b>	<b>36.09%</b>	<b>127,985</b>	<b>14.69%</b>	<b>1,048,366</b>	<b>36.13%</b>	<b>49,116</b>	<b>4.92%</b>
81										
<b>82 Women's Programs</b>										
83 Volleyball	229,043	8.78%	263,700	9.52%	34,657	15.13%	251,802	8.68%	(11,898)	-4.51%
84 Basketball	284,033	10.89%	287,900	10.40%	3,867	1.36%	284,666	9.81%	(3,234)	-1.12%
85 Track & Field/Cross Country	138,880	5.33%	165,000	5.96%	26,120	18.81%	178,314	6.15%	13,314	8.07%
86 Tennis	36,564	1.40%	29,100	1.05%	(7,464)	-20.41%	46,418	1.60%	17,318	59.51%
87 Gymnastics		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
88 Golf	74,401	2.85%	85,200	3.08%	10,799	14.51%	91,940	3.17%	6,740	7.91%
89 Soccer		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
90 Softball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
91 Skiing		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
92 Swimming		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
93 Rodeo/New Sport		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
<b>94 Total Women's Programs</b>	<b>762,921</b>	<b>29.26%</b>	<b>830,900</b>	<b>30.01%</b>	<b>67,979</b>	<b>8.91%</b>	<b>853,140</b>	<b>29.40%</b>	<b>22,240</b>	<b>2.68%</b>
95										
<b>96 Total Expenditures</b>	<b>2,607,221</b>	<b>100.00%</b>	<b>2,768,600</b>	<b>100.00%</b>	<b>161,379</b>	<b>6.19%</b>	<b>2,901,500</b>	<b>100.00%</b>	<b>132,900</b>	<b>4.80%</b>

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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**SUBJECT**

Board Policy V.K. – Construction Projects – first reading

**REFERENCE**

June 2014 Board approved second reading of proposed amendments to policy.

**APPLICABLE STATUTES, RULE OR POLICY**

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

**BACKGROUND / DISCUSSION**

Pursuant to Board policy, the Board annually reviews and approves the institutions' six-year capital construction plans. All major capital projects also require prior Board approval. Some institutions present proposed capital projects within the scope of a Campus Master Plan (CMP), but this has not always been the case. Current Board policy does not require an institution to have an approved CMP.

At the April 2015 Board meeting Board staff commented that Board review and approval of campus master plans is a best practice and recommended that Board policy be amended to require institutional master plans (including expansion zones if applicable) be approved by the Board. The Board concurred and directed staff to bring forward such a requirement in the form of a policy.

**IMPACT**

Proposed amendments to Board policy V.K. would require an institution to develop a long range Campus Master Plan and submit it to the Board for approval. This will ensure the Board is apprised of current and long-term initiatives when reviewing major capital projects.

**ATTACHMENTS**

Attachment 1 – Board policy V.K. – first reading

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Based on a recent survey of institutions, Boise State University is the only institution to have brought its campus master plan to the Board for approval within at least the last ten years.

Board approval of a campus master plan does not constitute authority nor permission, either expressed or implied, to proceed with any real property acquisition, planning and design, or facility construction. Board policies V.I and V.K. (which includes Board approval of six year capital construction plans) still must be complied with in order to implement the projects contemplated in a master plan.

Staff recommends approval.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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**BOARD ACTION**

I move to approve the first reading of proposed amendments to Board policy V.K., Construction Projects, as presented.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_



**BUSINESS AFFAIRS AND HUMAN RESOURCES  
JUNE 18, 2015**

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**Idaho State Board of Education  
GOVERNING POLICIES AND PROCEDURES**

**SECTION: V. FINANCIAL AFFAIRS  
Subsection: K. Construction Projects**

**June 2014**

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**1. Authorization Limits**

Without regard to the source of funding, before any institution or agency under the governance of the Board begins to make capital improvements, either in the form of alteration and repair to existing facilities or construction of new facilities, it must be authorized based on the limits listed below. Projects requiring executive director or Board approval must include a separate budget line for architects, engineers, or construction managers and engineering services for the project cost.

Project Originally Authorized By	Original Project Cost	Cumulative Value of Change(s)	Aggregate Revised Project Cost	Change Authorized By
Local Agency	< \$500,000	Any	< \$500,000	Local Agency
Local Agency	< \$500,000	Any	\$500,000-\$1,000,000	Executive Director
Local Agency	<\$500,000	Any	> \$1,000,000	SBOE
Executive Director	\$500,000-\$1,000,000	<= \$500,000	<= \$1,000,000	Local Agency
Executive Director	\$500,000-\$1,000,000	Any	>\$1,000,000	SBOE
SBOE	> \$1,000,000	<\$500,000	Any	Local Agency
SBOE	> \$1,000,000	\$500,000-\$1,000,000	Any	Executive Director
SBOE	> \$1,000,000	>\$1,000,000	Any	SBOE

**2. Major Projects - Capital Construction Plans**

- a. Institutions and agencies under the governance of the Board wishing to undertake capital construction projects shall submit to the Board for its approval a six-year capital construction plan (the "Plan"). The Plan shall span six fiscal years going forward starting at the fiscal year next. The Plan shall include only capital construction projects for which the total cost is estimated to exceed one million dollars (\$1,000,000) without regard to the source of funding (hereinafter, "major projects"). A Plan shall constitute notice to the Board that an institution or agency may bring a request at a later date for Board approval of one or more of the projects included in its approved Plan. Board approval of a Plan shall not constitute approval of a project included in the Plan.
- b. Before any institution or agency under the governance of the Board solicits, accepts or commits a gift or grant in support of a specific major project, such project must first be included on the institution's or agency's Board-approved six-year Plan.
- c. If a major project is not included in a Plan and an institution or agency under the governance of the Board desires to obtain approval of the major project, before

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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seeking approval, it shall first bring an amended plan to the Board for approval at a regularly scheduled meeting of the Board. If a potential donor offers an unsolicited gift to an institution or its affiliated foundation in support of a major project which is not in an institution's or agency's Plan, prior to acceptance of the gift, the institution or agency shall notify the Board's executive director in writing of the offer, which notice shall include an explanation and justification for the exigency; a detailed statement of purpose and fiscal impact; and a summary of the terms and conditions of the gift. This notice shall also certify to the executive director that the donor understands and acknowledges that construction of the major project is subject to the review and approval of the Board.

**3. Major Projects Approval Process - Design-Bid-Build Projects**

**a. Planning and Design**

Board approval is required before any institution or agency begins planning and design on a major project carried out under the traditional "design-bid-build" method. For design-bid-build projects, planning and design encompasses the preparation of architectural and engineering documents and associated budget and schedule information through the completion of the construction documents for bidding. This approval may not be requested concurrently with any other step in the major project approval process. As part of the Board's approval process for planning and design, the Board may request the institution or agency to submit a preliminary project budget and financing plan (including pro forma financials, debt/operating expenses ratios, pledges, strategic facilities fees, and other material financial information).

**b. Major Project Approval Process – Project Budget and Financing Plan**

Board approval of a project budget and financing plan (including pro forma financials, debt/operating expenses ratios, pledges, strategic facilities fees, and other material financial information) is required for a major project. This approval may be requested only after completion of the design and planning process and may be requested concurrently with approval for construction.

**c. Major Project Approval Process –Construction**

Board approval is required to proceed with the construction of a major project. In order to obtain Board approval for construction of a major project, the Board must approve the project budget and financing plan. This approval may be requested concurrently with approval of the project's budget and financing plan.

**d. Major Project Approval Process – Final Approval – Financing and Incurrence of Debt**

Board approval for financing capital projects via the issuance of bonds, or incurrence of any other indebtedness, is required pursuant to Board policy V.F. for a project that has previously received approval for construction. (All other projects financed entirely without indebtedness do not need separate approval for financing.) The Board will not

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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consider concurrent requests for approval for construction and debt financing for the same project. Therefore, institutions seeking approval for project debt financing must bring a request for said approval to a Board meeting subsequent to the meeting at which project construction is approved.

4. Design-Build Projects

Although design and build projects are performed by one team, design-build contracts can also allow a series of options to proceed (or not) at the design phase and at the construction phase. The approval process for major projects using a design-build contract shall be the same as the approval process required for a design-bid-build contract. Board approval shall first be required to undertake the design and planning phase, including selection of the design-build team. For purposes of such approval, the Board may request a preliminary project budget and financing plan. This approval may not be obtained concurrently with subsequent required approvals. Once the design-build team completes the design and construction cost estimates, the institution or agency must then obtain Board approval of the project budget and financing plan and of construction of the project. If debt financing is needed, the institution or agency must submit a request for approval at a subsequent meeting of the Board in the manner set forth in paragraph 3.d., above.

5. Fiscal Revisions to Previously Approved Projects

If a project budget increases above the total Board-authorized amount by the lesser of 5% or \$500,000, then the institution or agency shall be required to seek further authorization based on the limits established in paragraph 1, above. Regardless of the authorization level required, the institution shall provide the Board with the amount and reason(s) for the cost overruns and the source of funds.

6. Project Acceptance

Projects under the supervision of the Department of Administration are accepted by the Department on behalf of the Board and the state of Idaho. Projects under the supervision of an institution or agency are accepted by the institution or agency and the project architect. Projects under the supervision of the University of Idaho are accepted by the University on behalf of the Board of Regents.

7. Statute and Code Compliance

- a. All projects must be in compliance with Section 504 of the Rehabilitation Act of 1973 and must provide access to all persons. All projects must be in compliance with applicable state and local building and life-safety codes and applicable local land-use regulations as provided in Chapter 41, Title 39, and Section 67-6528, Idaho Code.

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**JUNE 18, 2015**

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- b. In designing and implementing construction projects, due consideration must be given to energy conservation and long-term maintenance and operation savings versus short-term capital costs.

8. Campus Master Plans

Each institution shall develop a long-range Campus Master Plan (CMP). The CMP shall serve as a planning framework to guide the orderly and strategic growth and physical development of an institution's campus. The CMP shall be consistent with and support the institution's current mission, core themes and strategic plan. The CMP and substantive updates thereto must be approved by the Board.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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**SUBJECT**

Board Policy V.W. – Litigation – first reading

**REFERENCE**

June 2014

Board approved an amendment to clarify the litigation limits and reporting requirements.

**APPLICABLE STATUTES, RULE OR POLICY**

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

**BACKGROUND / DISCUSSION**

Currently Board policy limits acceptance of service process at the Board Office to only the Executive Director.

**IMPACT**

This proposed amendment would extend authority to accept service of process to the Office's deputy attorneys general.

**ATTACHMENTS**

Attachment 1 – Board policy V.W. – first reading

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BOARD ACTION**

I move to approve the first reading of proposed amendments to Board policy V.W., Litigation, as presented in Attachment 1.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**

SECTION: V. FINANCIAL AFFAIRS

Subsection: W. Litigation

~~June~~August, 20145

## 1. General

When a lawsuit, legal document, or other official notice is instituted against an institution and/or the Board, ~~an institution's president or its general counsel, or the executive director of the Board, is the following positions are~~ authorized to accept service of process of such matter on behalf of the institution and/or Board:

a. The institution's chief executive officer or general counsel; or

b. The Board's executive director or deputy attorneys general.

This authority to accept service pertains only to attempted service upon the institution and/or Board, and not to any attempt to serve the Idaho secretary of state or the Idaho attorney general. An institution president or general counsel who accepts service of any matter on behalf of such institution and/or the Board pursuant to this authority must promptly forward a copy of any such matter to the Board office, and in appropriate circumstances, should also forward a copy of such matter to the State of Idaho Department of Administration, Division of Internal Management Systems, Risk Management Program.

## 2. Initiation of Litigation

An institution or agency under the governance of the Board may initiate a legal action with respect to any matter in which the amount in controversy does not exceed one hundred thousand dollars (\$100,000). With the prior approval of the executive director, an institution, agency, or school under the governance of the Board may initiate a legal action with respect to any matter in which the amount in controversy does not exceed two hundred thousand dollars (\$200,000). Any other proposed legal action may not be instituted without the prior approval and authorization of the Board.

a. Notwithstanding the authority to initiate litigation provided above, any legal action involving the exercise of the right of eminent domain must have the prior approval of the Board.

b. Pursuant to Idaho Code §33-3804, an institution is permitted to initiate legal action in its own name.

## 3. Settlement

The chief executive officer has authority to settle a legal matter involving the payment or receipt of up to one hundred thousand dollars (\$100,000) of institution or agency funds. The executive director may authorize the settlement of a legal matter

involving the payment or receipt of up to two hundred thousand dollars (\$200,000) of institution, agency, or school funds. Any settlement of a legal matter that is in excess of two hundred thousand dollars (\$200,000) in institution or agency funds must be approved by the Board prior to any binding settlement commitment.

#### 4. Litigation Reporting by Institutions

Legal counsel for the institutions shall provide monthly attorney–client privileged litigation reports to the Board office (to the attention of the Board’s legal counsel) for distribution to members of the Board. Such reports should include a description of all claims and legal actions filed against the institution since the date of the last report (and identify legal counsel for the parties involved, for conflict analysis purposes); a summary of the current status of all claims and pending litigation; risk analysis pertaining to all such claims and pending litigation; and the settlement of any matters since the date of the last report, including settlements of matters handled by the State of Idaho Department of Administration, Division of Internal Management Systems, Risk Management Program. With respect to the reporting of a legal settlement, such report shall describe the amount of institution funds that were used, and the amount and source of any other funds that were provided in connection with such settlement, including funds from the Office of Insurance Management or from any other parties. Legal counsel for the institutions should also include in the report any significant incident occurring since the last report that is reasonably expected to give rise to a claim, as well as probable claims or legal actions the institution is aware of which have been threatened but not yet instituted.



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Proposed Student Housing Project

**REFERENCE**

April 2013	Idaho State Board of Education (Board) approved purchase of property at 1801 University Drive
February 2015	Board reviewed informational item on Proposed Student Housing Project

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

In February 2015, Boise State University (BSU) presented a proposal to the Board to privately develop a new 600-bed student housing facility, consisting of a 300-bed freshman housing facility and a 300-bed residential living/learning Honors College. The proposed project includes classrooms, student study spaces, Honors College offices and dining areas. This information item is intended to update the Board on project developments and address concerns expressed by the Board during the February 2015 meeting.

**Concern #1: The Financial Strength of the Proposed Vendor, EDR Inc. (EDR)**

EDR is a leading national provider of private student housing. Founded in 1952, EDR has market capitalization of approximately \$2 billion and owns or manages 73 communities with approximately 40,000 beds.

In February, the Board expressed concern that EDR had a debt rating equal to the minimum standard for investment grade debt. The following information demonstrates the financial strength and positive momentum of EDR:

- Since January 2010, EDR has:
  - Increased its enterprise value from \$654 million to \$2.4 billion;
  - Decreased its debt to gross assets ratio from 42.9 percent to 35.1 percent, and its secured debt to gross assets went from 41 percent to 12 percent;
  - Increased the number of owned or managed communities by 25 percent;
  - Sold \$378 million of older student housing communities at Tier 2 institutions
  - Acquired \$815 million in Tier 1 institution housing communities; and
  - \$494 million in new developments underway.

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- EDR is ranked first in total shareholder return when compared to all public student housing Real Estate Investment Trusts (REITs), second when compared to all public multifamily REITs, and ranked in the 87<sup>th</sup> percentile for all public REITs (all total shareholder return metric rankings from October 2010 to December 2014).
- Since 2012, EDR has delivered \$546 million in projects and averaged 94.1 percent first year occupancy and 99 percent second year occupancy.
- EDR had 2.2x interest coverage in 2010 and increased that coverage to 5.0x in 2014.
- EDR has an unsecured credit facility of \$500 million which is expandable to \$1 billion.
- On May 1, 2015 EDR earned a stock rating upgrade from Thomson Reuters.

**Concern #2: Preservation of University Drive Frontage for Future Academic Building**

BSU will present and discuss an alternate design option at the Board meeting.

**IMPACT**

The impact of the proposed student housing project remains materially the same as presented during the February 2015 Board meeting:

- BSU will not participate in the financing of this project nor be subordinated to any project or company debt.
- EDR will develop the project with 100 percent equity and will not, neither now nor in the future, issue debt secured by the assets of this project.
- EDR will be provided approximately two-thirds of the site commonly known as the University Christian Church for this project.
- BSU will provide a 50-year ground lease or operating agreement, commencing after construction, with no options for renewal or extension.
- BSU will own all the improvements either initially (with an operating agreement with EDR) or in 50 years after the completion of the ground lease.
- EDR will pay BSU a market-based ground lease consisting of a guaranteed minimum payment with annual escalations plus an additional payment based on a percentage of gross project revenues.
- BSU will be compensated for providing parking to the students who live in this housing.
- BSU will manage and deliver residential life programming, or at the option of BSU, EDR will provide residential life programming in a manner consistent with and approved by BSU.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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- BSU may lease space from EDR if such spaces are developed at the request of BSU.
- In lieu of leasing the dining hall for up to 50 years, BSU and its exclusive food service contractor may elect to purchase the dining hall from EDR. It is common for universities of comparable size to share in the expense of developing new food service venues with the food service provider. Utilizing private food service vendor funds and institutional reserves from University Dining, BSU may request Board approval to purchase this facility for a cost of approximately \$1-\$1.5 million. BSU will provide the Board with specific terms for food service space development at a future meeting.

Additional terms and conditions are detailed in the attached draft Ground Lease.

This item is provided to the Board for informational purposes and to solicit any comments and concerns from the Board which may be addressed by BSU in its continuing negotiations with EDR. BSU will return to the Board with a proposed final ground lease, development agreement and site plan in the near future.

**ATTACHMENTS**

Attachment 1– Draft Ground Lease

Page 5

Attachment 2 – Draft Operating Agreement

Page 73

**STAFF COMMENTS AND RECOMMENDATIONS**

Additional terms within the draft Ground Lease of potential interest to Board members include the following:

1. Section 3.01(a): A condition precedent for the project is that BSU would demolish or repurpose the existing residence hall known as “The Towers.” EDR would reimburse BSU \$1 million for cost associated with such repurposing.
2. Section 3.01(b): EDR would be responsible for razing all existing buildings on the former University Christian Church property, removing unsuitable soils and debris, and removal of all hazardous materials. Provided however, that if any subsurface hazardous materials are discovered on the property, the remediation of such materials is the responsibility of BSU.
3. Section 4.03: “If the parties agree that a restaurant should be incorporated into the project, the restaurant concept may include a mid-price range dining option with alcoholic beverages (subject to approval from the Idaho State Board of Education) available for consumption by adults and a site plan that is designed primarily for seated dining and not a ‘bar’ configuration that is primarily suited to alcohol consumption. BSU has the right to veto any sublessee/vendor or alter design elements, if in the sole opinion of the University the design of the proposed restaurant creates the image or feeling of a “bar” environment.”

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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4. Section 16.02: BSU retains all naming rights, and any revenue related thereto, on the project.
5. Section 16.03: During the first 15 years of the ground lease, if BSU desires to increase the total number of beds on campus, it would have to engage a third party to conduct an analysis and follow the recommendations therefrom of the need and determination that additional housing would not adversely impact the gross revenue of the EDR project.

Additional terms within the draft Operating Agreement of potential interest to Board members include the following:

1. Section 2.05: EDR shall determine the rental rates for the residential residents and commercial tenants. BSU has the right to approve the initial resident rent rate for the first year. Thereafter, EDR will determine the resident rent rate based on a not-to-exceed of stipulated criteria.
2. Section 2.09(e)(iv): EDR assumes all risk for non-payment of residential residents and commercial tenants.

**BOARD ACTION**

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

**GROUND LEASE AGREEMENT**

BETWEEN

BOISE STATE UNIVERSITY

AND

EDR BOISE LLC

DATED \_\_\_\_\_, 2015



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[to be completed]

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THIS LEASE (“Lease”) is made \_\_\_\_\_, 2015 between the IDAHO STATE BOARD OF EDUCATION BY AND THROUGH BOISE STATE UNIVERSITY, a State of Idaho public institution of higher education (“Landlord” or the “University”) and EDR BOISE LLC, a Delaware limited liability company (“Tenant”), a Delaware limited liability company, wholly-owned subsidiary of Education Realty Operating Partnership, LP, a Delaware limited Partnership (“Guarantor”) and affiliate of Education Realty Trust, Inc., a Maryland Corporation (“Parent” and together with Tenant and Guarantor and each of their respective affiliates, each a “Tenant Party” and collectively, the “Tenant Parties”).

#### RECITALS

A. The University is an urban campus and metropolitan research university that has experienced historical growth in enrollment, facilities and programs and has identified a need for additional on campus student housing and supporting mixed use facilities with a focus on its Residential Honors College and premium freshman housing.

B. The University’s current housing stock is insufficient to meet the current and growing demand by undergraduate students.

C. Research indicates that or the University believes that undergraduate students who live on-campus are more academically successful than those that do not and new housing will enable the University to attract and retain high quality students.

D. The University determined that it should pursue a public/private partnership arrangement to procure additional student housing and related facilities pursuant to a legal and financing structure that preserves its debt capacity for other capital projects; is self-sustaining and without recourse to or liability from any State general fund appropriations; and that there shall be no recourse to or liability from any State general fund appropriations, and except as specifically provided herein with regard to termination of such structure, provides that the University’s liability shall be limited to revenues derived from the Project.

E. The University issued that certain Request for Information and Statement of Qualifications to Negotiate for the development of a residential honors college and optional supporting mixed use facilities on property owned by Boise State University dated July 14, 2014, and after conducting its vetting process, on November 17, 2014 the University notified EdR of its selection as the leading vendor under consideration for development of the Project (as hereafter defined).

F. As part of such public/private partnership, Tenant will develop one or more facilities housing 600 undergraduate student beds composed of a 300 bed residential honors college and a 300 bed freshman living learning community, with associated food service and other mixed use opportunities as agreed upon by the parties and described in Exhibit B hereto (the “Improvements”) located on certain real property owned by the University and located on West University Drive as described in Exhibit A (the “Land”), with an anticipated completion date of August 2017, and financed by EdR pursuant to EdR’s ONE Plan<sup>SM</sup> – The On-Campus Equity Plan (collectively, the “Project”).

G. In conjunction with the development and later operation of the Project, the University desires to lease the Land to Tenant and Tenant desires to lease the Land from the University pursuant to the terms, conditions, covenants and provisions of this Lease and to construct Improvements upon the Land (collectively, the Land, Improvements and associated tangible personal property are referred to herein as the “**Premises**”).

H. Following development of the Project, the University and the Tenant intend that the Tenant will operate portions of the Project in accordance with the terms and conditions of an Operating Agreement to be entered into between University and Tenant concurrently with this Lease (the “**Operating Agreement**”).

I. As depicted on the conceptual drawings attached hereto as **Exhibit B**, certain areas of the Premises will be designated by Tenant for the operation and use of the University pursuant to the provisions set forth herein, for the purpose of an honors college and University offices and/or meeting spaces. In addition, also as depicted on Exhibit B, a portion of the Premises will contain space for a dining facility to be operated by the University’s chosen third party vendor pursuant to an agreement between such vendor and the University and a sublease between the University and Tenant (the “**Dining Sublease**”).

J. Guarantor desires to guarantee the performance of Tenant’s covenants and obligations under this Lease and the Operating Agreement by execution of a Guaranty concurrently herewith.

K. The purpose for which Tenant is leasing the Land and constructing the Improvements is to lease the Improvements in the manner and to the persons described in Section 13.01.

A G R E E M E N T S

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth by each party to be kept and performed, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by each party hereto, Landlord and Tenant hereby agree as follows with the intent to be legally bound. Capitalized terms not defined in the context of their first use may be located using the Index of Defined Terms which follows the signature pages to this Lease.

ARTICLE 1

PREMISES AND EASEMENT

Section 1.01 Land. Landlord is the holder of fee simple title to certain land located in Boise, Idaho which is more particularly described in Exhibit A attached to this Lease, together with all rights, easements and appurtenances thereto or in anywise belonging (the “**Land**”).

Section 1.02 Lease Grant. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms, conditions, covenants and provisions of this Lease,

on an as-is, where-is basis, the Land, together with all rights, privileges, easements and appurtenances belonging to or in any way pertaining to the Land.

Section 1.03 Easements; License.

(a) Easements for the Term. Landlord grants to Tenant a non-exclusive easement, which shall be coterminous with the Term of this Lease for the benefit of Tenant, Tenant's invitees, licensees and all occupants under Permitted Leases and the invitees and licensees of such occupants, over and across and the right to use in connection with others for purposes of ingress and egress to and from the Premises, those areas designated as the "**Ingress and Egress Easement Areas**" on Exhibit C attached hereto (the "**Ingress and Egress Easement**"), provided such use is in accordance with all University policies and procedures applicable to such Ingress and Egress Areas. Landlord agrees to maintain and repair the Ingress and Egress Easement Areas in a first class manner and at least consistent with Landlord's maintenance and repair procedures for similar areas on the University's campus. At Tenant's request, Landlord and Tenant will execute and deliver in a form suitable for recording at the Ada County Clerk's office a further customary Easement Agreement consistent with the foregoing. Landlord and Tenant agree to reasonably cooperate with one another in good faith relative to the granting of additional easements or licenses on the Land and Landlord's adjacent property. Without limiting the generality of the foregoing, Landlord agrees to timely grant to Tenant sidewalk and or/or utility easements (including without limitation electricity, water and sewer) and licenses over and across Landlord's adjacent property as are reasonably needed for Tenant's development, construction and operation of the Premises, any and all of such additional easements to be reflected on Exhibit C.

(b) Temporary Easement. Landlord grants to Tenant a temporary exclusive easement in the areas designated as the "**Construction Easement Areas**" on Exhibit D attached hereto (the "**Construction Easement**"). The Construction Easement Areas shall be used solely for the purpose of Tenant's construction of the Improvements. Tenant shall be solely responsible for the safety and security of the Construction Easement Areas and shall provide appropriate fencing (including appropriate screening) and signage. The Construction Easement is temporary and shall cease upon the Substantial Completion of the Improvements.

(c) License. In addition to the Land identified on Exhibit A, Landlord is the holder of fee simple title of an adjacent parcel of land shown as "**Adjacent Land**" on Exhibit A-1. Landlord anticipates that the Adjacent Land will be the site of future University improvements. Tenant is hereby granted a license to enter and move about the Adjacent Land to install the landscaping as described in the Plans and thereafter maintain such landscaping in the same manner as the landscaping on the Land (the "**License**"). The term of the License shall be coterminous with the Term of the Lease, except that Landlord may terminate the License upon ninety (90) days' notice to Tenant, which notice shall contain Landlord's plan to either develop the Adjacent Parcel or continue to maintain the Adjacent Parcel in an appropriate manner. Notwithstanding anything to the contrary set forth in this Lease or otherwise, Tenant's only responsibility as regards the Adjacent Land is to maintain the landscaping installed by Tenant thereon in the same manner as Tenant maintains the landscaping on the Land, and to indemnify Landlord for Tenant's negligence or willful misconduct in connection with Tenant's activities on the Adjacent Land. Otherwise, Landlord retains all responsibility of every kind and nature for the Adjacent Land.

ARTICLE 2

TERM

The term of this Lease shall commence on the date on which the Landlord and Tenant execute and deliver this Lease (the “**Commencement Date**”) and shall expire fifty (50) years after Substantial Completion of the Improvements, on the fiftieth (50<sup>th</sup>) anniversary thereof (the “**Term**”). The portion of the term from and after the Commencement Date through and until Substantial Completion of the Improvements is referred to herein as the “**Construction Term**”.

ARTICLE 3

DEVELOPMENT OF IMPROVEMENTS

Section 3.01 Demolition and Abatement of Existing Improvements.

(a) The University acknowledges and agrees that as a condition for development of the Premises and in order to make the Project financially feasible, from and after the Substantial Completion of the Premises and for the duration of the Term, the University will demolish, repurpose or otherwise re-designate for a purpose other than student housing the existing undergraduate residence hall known as The Towers. Tenant shall reimburse the University for some or all of the cost of such repurposing in the amount of One Million Dollars (\$1,000,000), which payment shall be made along with the first payment of Base Rent.

(b) Tenant shall (i) demolish all existing building improvements on the Land, including removal of below grade construction such as basement walls, foundation walls and footings, in accordance with plans and specifications which are prepared by an architect or engineer selected by Tenant and approved by Landlord, and which are mutually approved by Landlord and Tenant; (ii) remove all unsuitable soils and debris from the Land and infill or backfill as necessary to leave the Land appropriate for the start of new construction, (iii) remove all Hazardous Materials, insofar as recommended by a Phase I or other environmental engineering report required by the environmental engineers for the Project within the existing building improvements on the Land (collectively, the “**Demolition and Abatement Work**”).

(c) In the event that, during the Demolition and Abatement Work, any subsurface Hazardous Materials are discovered on the Land, the remediation of such Hazardous Materials shall be the responsibility of Landlord in accordance with Section 17.02. If such Hazardous Materials cannot be remediated to the approval of the applicable regulatory agency without causing a delay in the Project schedule, Landlord and Tenant shall meet as soon as practicable after such fact becomes reasonably apparent and engage in good faith negotiations to resolve any issues presented by the delay caused by the discovery of the Hazardous Materials, which negotiations may include, but are not limited to, mutually acceptable modifications to the agreements set forth in this Lease that would permit Substantial Completion of the Improvements to occur by the Substantial Completion Date, or modifications to the Substantial Completion Date that would extend the anticipated expected completion date of the Improvements to the following calendar year. If Landlord and Tenant are unable to agree on appropriate modifications to this Lease following such negotiation as determined in the sole discretion of Landlord, Landlord shall

be permitted to terminate this Lease in accordance with the terms of Section 3.04, and neither party shall be considered to be in default of this Lease.

(d) Upon the preliminary completion of the Demolition and Abatement Work, Tenant and Landlord shall inspect the Land and mutually agree that the Demolition and Abatement Work has been completed.

Section 3.02 Tenant's Obligation to Construct Improvements.

(a) On behalf of Landlord and for the consideration set forth herein, Tenant shall construct the buildings, structures, improvements and fixtures on the Land (the "**Improvements**") at Tenant's sole cost and expense in accordance with plans and specifications approved by the University's Director of Facilities Operations and Maintenance (the "**Plans**"). Landlord shall promptly respond to each approval request received from Tenant. Following approval, any material change to the Plans is subject to the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. As depicted on the conceptual drawings attached hereto as Exhibit B, the Improvements shall generally consist of two attached buildings containing 600 beds, lobby/lounge areas, study rooms, multi-purpose rooms, offices for Tenant's staff and space to be designated for use by the University (a general depiction and description of which is set forth on Exhibit B), all with appropriate furnishings and all as may be finally agreed upon and described in the Plans. Prior to commencement of construction of any of the Improvements, the Plans for such Improvements shall have been approved by the Idaho Division of Building Safety, and Tenant shall have provided a copy of such approved Plans to Landlord.

(b) Landlord makes no representations or warranties regarding the Land. Except for Landlord's Remediation Obligations (as described in Section 17.02), Landlord is not responsible to Tenant for known and unknown surface and subsurface conditions in or on the Land. Tenant agrees to seek LEED Silver certification upon Substantial Completion of the Improvements. Tenant shall not be required to obtain any recertification or additional certification of LEED Silver status after the initial certification upon Substantial Completion.

(c) The initial budget for the design, development and construction of the Improvements (as it may be amended from time to time, the "**Development Budget**") is attached hereto as Exhibit E, and sets forth the estimated development costs for the Premises, including hard costs, furniture, fixtures and equipment, design fees, development/legal/closing costs, pre-opening costs, capitalized labor cost and project travel cost (collectively, the "**Estimated Development Costs**" and once final, the "**Total Development Costs**"). Notwithstanding anything herein to the contrary, after the execution of this Lease, Landlord is precluded from making requests that would increase the Total Development Costs unless Landlord agrees to be responsible for such costs. In such case, the Landlord may elect to pay for such costs prior to Final Completion or may reduce the total Rent due from Tenant in an amount sufficient for Tenant to recoup the amount of the increase in Total Development Costs. In order to preserve the alignment of the interests of the parties, in no case will Landlord requested changes be permitted where the necessary adjustment would result in Percentage Rent of less than five percent (5%) of the Gross Revenue. Otherwise, the only increases to the Total Development Costs shall be those items that Tenant deems necessary in order to complete its obligations under this Lease in the manner



required by this Lease. Any savings of the final agreed upon Total Development Costs as measured upon Final Completion of the Project will be split 50% to Landlord and 50% to Tenant and the Landlord's portion of any savings will be paid as a lump sum at Final Completion.

Section 3.03 Work Product. Upon Substantial Completion, all of the Tenant Parties' right, title and interest in and to the Plans, professional third party reports commissioned by the Tenant Parties (such as environmental, geotechnical, survey and market study), and other work products prepared by or on behalf of the Tenant Parties (such as budgets, proformas and market studies) in connection with the pre-development activities (collectively the "**Work Product**") shall become the property of the University.

Section 3.04 Covenants and Requirements of Construction.

(a) In the construction of the Improvements (sometimes referred to as the "**Work**"), Tenant:

(i) shall at its own cost and expense obtain and comply with all permits and approvals necessary for the construction of the Improvements;

(ii) shall comply with all Requirements of any Public Authority including without limitation, Environmental Laws, applicable to the Work; provided, however, that in performing the Work, and Tenant shall not be required to comply with construction standards imposed by the University on the construction of buildings by the University unless specifically noted otherwise in this Lease;

(iii) shall give prior notice to Landlord of all Tenant's architects, engineers and general contractors to be engaged in the construction of the Improvements, permitting Landlord to object to any such engagement, provided that such objection will not be unreasonably made, conditioned or delayed;

(iv) shall perform the Work within the times provided for herein, in compliance with the Plans, in a good and workmanlike manner, and in accordance with all the provisions of this Lease;

(v) shall perform the Work in a manner not to unreasonably interfere with the University's campus life;

(vi) shall allow Landlord unrestricted access to the Premises during the Work, including a project manager designated by Landlord (and compensated by Landlord) to monitor the Work;

(vii) shall be fully and solely responsible for safety of the jobsite, the Construction Easement Areas and the immediately surrounding public areas and compliance with applicable safety laws and regulations;

(viii) shall timely pay, prior to the filing of any Liens, all proper accounts for work done or materials furnished under all contracts which it has entered into relating to the Work in accordance with the terms of the contracts and state law;

(ix) shall require the contractor to provide, on or before the commencement of the Work, the following bonds for the benefit of Tenant and Landlord, executed by a surety authorized to do business in the state in which the Premises are located and with an A.M. Best Rating of A- or better: (A) a co-obligee payment bond or a payment bond and a dual obligee rider in an amount equal to one hundred percent (100%) of the original contract price; and (B) a co-obligee performance bond or a performance bond and a dual obligee rider in an amount equal to one hundred percent (100%) of the contract price as it may be increased;

(x) shall develop a traffic plan addressing traffic interruptions during the duration of the Work. Tenant shall submit the traffic plan to the University for approval promptly prior to the commencement of on-site Work at the Premises and Landlord shall approve or make modifications promptly after receipt of the traffic plan from Tenant. The traffic plan shall address all preexisting private and public automobile, bicycle and pedestrian transportation affected by the Work, including, but not limited to, access to bus stops and traffic during athletic, performing arts and other special events occurring during the duration of the Work and construction/contractor employee parking off site; and

(xi) shall provide for street cleaning, clear access to other University property, emergency vehicle access to all surrounding areas, construction staging with appropriate fencing and parking, hoisting requirements and limitations, project signage limitations, salvage items, and protection of surrounding sidewalks and existing infrastructure.

(b) No open burning of any materials or any use or storage of Hazardous Materials (except in accordance with Environmental Laws) shall be permitted on the Premises or the Construction Easement Areas.

(c) The Work on the Improvements will be limited to 8:00 a.m. to 7:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, with no heavy construction noise prior to 8:00 a.m. or during the University's final examination periods (which periods shall be determined by the University in its sole and absolute discretion). Unless otherwise approved by Landlord, Tenant shall give seventy-two (72) hour written notice to residents and building operators prior to any utility shutdown which would affect the neighboring residential communities.

(d) Any rock blasting performed on the Premises must be approved in writing by a representative designated by the University at least two (2) weeks prior to the blasting activities and in accordance with University blasting standards. All blasting activities performed by Tenant must comply with heavy construction noise work limitations and restrictions.

(e) Tenant shall require construction employees to adhere to a code of conduct approved by Landlord and in keeping with the code of conduct enforced by Landlord on other comparable construction projects undertaken by Landlord, which includes the University's policies prohibiting smoking on campus.

Section 3.05 Completion of Construction. Tenant agrees that Substantial Completion of the Improvements, in accordance with the Plans, and furnishing of the Improvements for occupancy under the Permitted Leases shall occur on or before July 31, [2017] (the "**Substantial**

**Completion Date**”), and thereafter Tenant shall complete the construction and furnishing of the Improvements in accordance with all provisions of this Lease. If Substantial Completion and the fixturing and furnishing of the Improvements, in accordance with the Plans, have not occurred on or before the Substantial Completion Date for any reason, including but not limited to a Force Majeure Event, Tenant shall, at Tenant’s expense, provide suitable housing approved by Landlord in its reasonable discretion, for all Residential Residents with whom Tenant has entered into Permitted Residential Leases and who cannot occupy the Improvements, until Substantial Completion and the fixturing and furnishing of the Improvements have occurred. Landlord agrees that it will cooperate with Tenant to house any such Residential Residents, including renting rooms in existing University housing to Tenant. In the case of Force Majeure, Tenant shall only be required to reimburse Landlord for its actual out of pocket costs to house the displaced tenants. For any other delay not constituting Force Majeure, Tenant will pay the University’s then current rental rate for any on-campus accommodations for Residential Residents. Notwithstanding anything set forth in this Lease to the contrary, if Substantial Completion of the Improvements has not occurred by the Substantial Completion Date due to the occurrence of a Force Majeure Event, the date by which Tenant must achieve Substantial Completion of the Improvements shall be extended by the number of days equal to the number of days Tenant is delayed in achieving Substantial Completion of the Improvements as a result of such Force Majeure Event; provided that in no event shall Substantial Completion of the Improvements occur later than July 31, 2017.

Section 3.06 Substantial Completion of Improvements.

(a) “**Substantial Completion**” of the Improvements shall be deemed to have occurred upon Landlord’s receipt of evidence, in the form of a customary AIA certificate of the licensed architects employed by Tenant that Tenant has achieved Substantial Completion, and that:

(i) the Improvements shall have been completed in all respects in a good and workmanlike manner and in accordance with the Plans;

(ii) all building equipment and services, including utilities, heating and air conditioning systems, voice systems, data systems and video systems have been completed, are operating properly and are available for use by Tenant and Permitted Residents;

(iii) a certificate of occupancy or temporary certificate of occupancy has been issued permitting occupancy of the Improvements by Permitted Residents;

(iv) all other necessary approvals by public regulatory authorities have been given; and

(v) Tenant may enjoy beneficial use or occupancy of the Improvements and may use, operate, and maintain the Improvements in all respects, for their intended purpose, including use by Permitted Residents in accordance with the terms of the Permitted Leases.

(b) Subsequent to Substantial Completion, Tenant shall, to the extent such work is not already completed, promptly (and in any event not later than forty-five (45) days following Substantial Completion) complete the remaining grading, landscaping, debris removal and removal of surplus building material and rubbish from the Premises. Tenant shall also promptly

(and in any event not later than sixty (60) days following Substantial Completion) complete and satisfy any conditions included in any temporary certificate of occupancy and achieve final completion. During such sixty (60) day period, Tenant shall perform all work in a manner that does not interfere with or disturb Permitted Residents occupying the Premises pursuant to Permitted Leases.

Section 3.07 No Bid Requirement. Tenant is not subject to Landlord’s bidding rules and processes or other state law procurement standards during the construction of the Improvements. However, and to the extent required by law, Tenant agrees to promote open competitive bidding opportunities for participation by local, regional, and statewide contractors. Tenant will promote opportunities for women and minority owned businesses. Tenant will keep Landlord informed as to how it proposes to meet these goals.

Section 3.08 Utility and Sewer Connections.

(a) Landlord and Tenant agree to jointly obtain necessary connection permits from \_\_\_\_\_ or private utilities prior to commencement of construction of the Improvements, including, but not limited to, a sanitary sewer permit. Landlord’s responsibility for utilities, electric power, storm and sanitary sewers, and water lines and/or connections is expressly limited to assistance in obtaining connection permits, and, except as expressly set forth in Article 7, does not include any improvements to existing infrastructure including utilities, electric power, storm and sanitary sewers, and water lines and/or connections.

ARTICLE 4

USE OF PREMISES

Section 4.01 Tenant’s Use. The primary use of the Premises is as the residential honors college for the University and as premium first year student housing and the Premises shall be designated as such by the University and Tenant for the duration of the Term. In addition to such primary use, Tenant may use the Premises generally for the co-ed housing of full-time or part-time undergraduate and graduate students enrolled at the University (“**Student Residents**”), individuals participating in, attending events at, sponsored by, sanctioned or otherwise related to the University, and such other persons who meet Tenant’s rental criteria (all of which along with Student Residents are collectively, “**Residential Residents**”), (b) the provision of services and amenities to permitted occupants of the Premises; and (c) the leasing of any retail space in the Premises for commercial retail purposes to a subtenant (a “**Commercial Tenant**”) approved by Landlord, in its reasonable discretion (the Residential Residents and Commercial Tenants, collectively, the “**Permitted Residents**”). Landlord shall approve the leases for the Permitted Residents (the “**Permitted Lease**”). The parties agree that Commercial Tenants shall not use the Premises for any of the uses described on Exhibit F (the “**Prohibited Commercial Uses**”). The inclusion of the list of Prohibited Commercial Uses shall not be deemed to imply that other commercial uses are reasonable, nor shall it limit Landlord’s right to approve Commercial Tenants in its reasonable discretion.

Section 4.02 University Use. EDR shall designate space in the Premises to the University for its exclusive use as an honors college and University office space as described on

Exhibit B (the “**University Areas**”). For any University Area that generates income or is primarily for the benefit of the University rather than the residents of the Project, Landlord and Tenant shall agree on a reduction in the Base Rent to compensate Tenant for the loss of revenue for such designated area. The University shall be responsible for costs associated with cabling plant, data headend equipment and distribution services required to provide Internet access to the University Areas. The University shall be responsible for providing the support and maintenance (including replacement and upgrades) for the equipment from the wall-plate out into the University Areas and Tenant shall be responsible for providing support and maintenance (including replacement and upgrades) from the wall-plate back.

Section 4.03 Dining Facilities and Other Food-based Retail Spaces. Tenant will cooperate with the University and its exclusive food service provider (the “**Dining Vendor**”) for the development of a dining hall facility in the dining area shown on Exhibit B, to serve as additional capacity and compliment to the University’s meal plan program. The Dining Sublease shall be entered into by and among Landlord, Tenant and the Dining Vendor and shall set forth all of the terms and conditions for the use of the dining area, including requirements for the Dining Vendor to add Tenant as an additional insured on its liability insurance, and for necessary points of coordination, such as waste disposal, controlled entry issues and other items related to the Dining Vendor’s tenancy at the Premises. In the case that Landlord is unable or unwilling to renew the Dining Sublease during the Term of this Lease, the Dining Sublease shall provide for a direct sublease relationship between the Dining Vendor and Tenant for the ongoing operation and maintenance of the dining area. Tenant and Landlord shall coordinate so that the Dining Vendor’s operations do not adversely affect the Gross Revenue of the Premises or create additional liability or duties for Tenant. Any all-you-care-to-eat, or cafeteria style dining shall be operated by the University’s food service provider with the development and revenue sharing terms to be set forth in the Dining Sublease. For other food service retail such as Quick Service Retail or Full or partial service food retail, Tenant will provide the University’s on-campus food service partner a first right of offer for any food service facilities in the Project prior to soliciting outside vendors. Any revenues from such other food service retail shall be Gross Revenues of the Project.

ARTICLE 5

RENT

Section 5.01 Rent Commencement Date. Landlord agrees to abate rent prior to and during the Construction Term. Tenant shall have no liability for rent under this Lease until the Premises opens for occupation of Student Residents (such date being the “**Rent Commencement Date**”).

Section 5.02 Rent.

(a) Base Rent. Beginning on the Rent Commencement Date and continuing throughout the Term of this Lease, Tenant shall pay Landlord base rent in an amount equal to \$ \_\_\_\_\_ in the first year of operations and thereafter increasing each year by the Consumer Price Index for All Urban Consumers, All Items, West Region (1982-1984=100) published by the Bureau of Labor Statistics of the United States Department of Labor(the “**Base Rent**”).

(b) Percentage Rent. Beginning on the Rent Commencement Date and continuing throughout the Term of this Lease, Tenant shall pay Landlord percentage rent in an amount equal to percent (\_\_\_%) of the Gross Revenue for each Fiscal Year (the “**Percentage Rent**” and along with the Base Rent, collectively, the “**Rent**”).

(c) Gross Revenue. The “**Gross Revenue**” shall consist of all revenues and other income received from the residents or the operation of the Premises, less bad debt expense all accounted for on a GAAP basis. Gross revenue shall include, but not be limited to, rental income, fees (including application, damage, termination and all other fees charged by either Tenant or the University to Permitted Residents), vending and laundry income, all ancillary services and retail income, and summer and holiday income. In furtherance of the foregoing, Landlord and Tenant acknowledge and agree that revenue and other income collected but not yet recognized as earned by Tenant shall not be included in Gross Revenue until such time that Tenant does recognize such revenue and other income as earned. For example, to the extent that Student Resident Rent is collected in full at the beginning of a semester, but Tenant recognizes such Student Resident Rent as earned on a monthly basis during the semester, such pre-paid Student Resident Rent would be included in Gross Revenue at the time that Tenant recognizes it as earned.

(d) Payment Date. The initial Rent shall be due on the Rent Commencement Date. Thereafter, Rent for the previous month shall be due and payable to Landlord on the twentieth (20<sup>th</sup>) day of each month of each fiscal year measured July 1 through June 30 (“**Fiscal Year**”).

Section 5.03 Net Income. As used herein for the purpose of calculating the Early Termination Fee and to assess any negative impact to the Project from changes to University Policies, the term “**Net Income**” for each Fiscal Year means the amount by which Gross Revenue exceeds Operating Expenses. Net Income shall not include any development costs or depreciation or amortization of such costs.

Section 5.04 Operating Expenses. “**Operating Expenses**” shall mean the sum of GAAP expenditures associated with the management and operation of the Project (excluding amortization and depreciation but including an aggregate per bed annual balance sheet reserve for capital repairs and replacements. Operating Expenses shall consist of the following expenses: marketing; postage and other on-site office expenses, compensation of on-site personnel; a management fee not to exceed an amount equal to four percent (4%) of Gross Revenue during such Fiscal Year (“**Management Fee**”); student amenities; utilities; data/cable; maintenance and repair of the Premises in excess of any insurance proceeds received for repair or replacement of the Premises; landscaping services ; taxes; costs of insurance; ; Replacement Reserve Allocation and actual capital expenditures in excess of the Replacement Reserve Allocation less any insurance proceeds received for capital improvements or replacements of the Premises; payments to Landlord for Rent; and any other costs directly related to the operation of the Premises.

Section 5.05 Late Payment. If Tenant shall fail to pay the Rent or any other amount due under this Lease, when the same is due and payable, such unpaid amount shall bear interest from the due date thereof to the date of payment at the rate of ten percent (10%) per annum (“**Default Rate**”). In no event shall the default rate be higher than the legal limit. The charges under this

provision shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as a penalty.

Section 5.06 Rent Payments. Tenant shall pay Landlord all Rent due hereunder, without offset or abatement and without previous demand, at the office of the Landlord, or at such other address as the Landlord may designate by notice to Tenant. Rent for any partial Fiscal Years or payment periods shall be prorated. If Landlord collects rent under Permitted Leases on behalf of Tenant, then, in the event that Tenant is in default hereunder for failure to pay Rent or other sums due, after the expiration of any applicable cure period, Landlord shall have the right to offset any amounts due and payable to Landlord by Tenant under this Lease against such Rent or other sums due.

Section 5.07 Net Lease. The Rent payable by Tenant under this Lease shall be net to Landlord. Except as otherwise provided in this Lease or another written contract between Landlord and Tenant, all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises, which may arise or become due during the term of this Lease (the "**Expenses**"), shall be paid by the Tenant and Tenant shall indemnify and save Landlord harmless from and against the Expenses.

Section 5.08 Rent Not to Abate. Tenant's obligation to pay Rent under this Lease shall not be affected by, nor shall the Rent abate or be diminished, reduced, rebated or refunded on account of any want of repair, destruction or damage to the Premises or the Improvements, regardless of the cause or extent of them, or for any inconvenience, discomfort, interruption of business or otherwise arising from the making of alterations, changes, additions or repairs to the Premises or the Improvements, or because of any present or future governmental laws, ordinances, requirements, orders, directives, rules or regulations, or for any other cause or reason.

Section 5.09 Landlord's Right to Audit. Within sixty (60) days of the end of each Fiscal Year, Tenant shall provide Landlord a written statement showing the Gross Revenue for the preceding Fiscal Year containing a certification by an executive officer of the Tenant Parties of the statement's truth, accuracy, and completeness ("**Annual Statement**"). The Landlord shall have the right, from time to time, to examine and make copies of records pertaining to the Annual Statement (a "**Rent Audit**"). Upon request of the Landlord to review such records, Tenant shall promptly provide the Landlord with electronic copies of such records reasonably requested. If the Rent Audit discloses any deficiency in the payment of Rent by Tenant ("**Deficient Amount**"), then Tenant shall promptly pay the Landlord the Deficient Amount together with interest at the Default Rate upon demand. If the Deficient Amount is greater than five percent (5%) of the actual Rent due, then Tenant shall reimburse the Landlord for the cost of the Rent Audit. If the Rent Audit shall disclose any overpayment of Rent, the Landlord shall promptly reimburse Tenant for said overpayment.

ARTICLE 6

MANAGEMENT OF THE PREMISES

The Premises shall be operated and maintained in accordance with the terms of that certain Operating Agreement entered into by and between Landlord and Tenant on even date herewith, as such Operating Agreement may be amended, restated, supplemented, replaced or extended.

ARTICLE 7

LANDLORD OBLIGATIONS

Section 7.01 Generally. Without limiting the generality of the Tenant's obligations to construct, repair, manage and maintain the Premises at Tenant's sole cost and expense as set forth herein and in the Operating Agreement, Landlord has agreed to perform certain obligations and reimburse Tenant for certain expenses specifically set forth below and elsewhere in this Agreement or as may be set forth in the Operating Agreement.

Section 7.02 Improvements to Existing Infrastructure.

Section 7.03 Landlord Repair and Maintenance Obligations. Landlord agrees that it shall perform the following services at its expense, in no case to a lesser degree than Landlord undertakes such services or functions at similar locations on the University's campus:

- (a) provide garbage and recycling removal services for the Premises from centrally located outdoor waste receptacles installed by Tenant;
- (b) maintain that portion of the sanitary sewer located on the Premises that serves the Improvements;

Section 7.04 Tenant's Right to Perform Landlord's Covenants. If Tenant believes Landlord is not fulfilling its obligations with regard to the repair and/or maintenance of the Premises, then, upon reasonable advance notice under the circumstances, Tenant may perform said services and the parties shall resolve any disputes as to whether (a) Landlord has failed to fulfill the foregoing obligations and (b) if in the event that it is determined that Landlord has failed to fulfill such obligations, damages incurred by Tenant as a result of such failure, first by engaging in negotiation under Section 24.02, and if necessary by mediation under Section 24.03.

ARTICLE 8

REPAIRS, MAINTENANCE AND ALTERATIONS

Section 8.01 Repairs and Maintenance. Except for the obligations of Landlord specifically set forth herein, Tenant, at its sole cost and expense, shall keep, manage and maintain all portions of the Premises in a "**Class A Condition**" as defined by \_\_\_\_\_. Tenant's obligations apply to all interior and exterior areas of the Premises, all structural and non-structural elements, and include, but are not limited to, heating, air conditioning and ventilating systems, plumbing and electrical systems, communications systems and elevators. In addition, Tenant will provide snow and ice removal services for the sidewalks and patios located within the Premises; maintain the landscaping and lawns of the Premises; and maintain and repair the outdoor amenities installed by Tenant on the Premises.



Tenant's obligations to maintain the Premises shall include the obligation to repair, restore and replace elements of the Premises from time to time in order to keep the Premises in a Class A Condition. Tenant shall maintain a schedule outlining expected future repairs, replacements and capital improvements for the Premises and the timeframe in which such matters are expected to be accomplished (the "**Repair, Replacement and Capital Improvement Schedule**"), which shall be reviewed and approved by Landlord. Tenant's obligations under this Article shall apply to all maintenance matters, ordinary and extraordinary, and foreseen and unforeseen. Any repairs performed by Tenant shall be at least equal in quality and class required for the original Work. Tenant shall manage and maintain the Premises as would a prudent owner and shall not commit, or allow any of its employees, tenants, visitors, invitees or other occupants of the Premises to commit, any waste or any nuisance on the Premises, or permit any part of the Premises to be used for any dangerous, obnoxious or offensive trade or business, and shall not permit any damaged structures to remain on the Premises for any unreasonable period of time.

Section 8.02 Alterations, Improvements and Additions. Upon completion of the construction of the Improvements, Tenant shall not make any alterations, improvements or additions to the exterior of the Premises (collectively "**Alterations**") without the prior written consent of Landlord, which consent will not be unreasonably denied, withheld, delayed or conditioned; provided, however, that the prior written consent of Landlord shall not be required for routine repairs, replacements or non-structural alterations that do not change the exterior appearance of the Premises. Tenant's request to Landlord for permission to make Alterations shall be accompanied by reasonably detailed plans and specifications in light of nature of the proposed Alterations involved, estimated costs and the identity of the contractors who shall perform the work. Landlord will promptly respond to Tenant's request and will make good faith efforts to complete its approval process within forty-five (45) days. Any alterations permitted by Landlord shall be at least equal in quality and class to the original Work and as required for the original Work shall be consistent with permitted uses of the Premises as provided in Article 4.

Section 8.03 Capital Improvement and Replacement Schedule. Tenant shall maintain the Capital Improvement and Replacement Schedule, amending as necessary to provide an updated five (5) year outlook that forecasts the funds needed on an annual basis for capital replacement and improvements to the Premises. Tenant will provide the Capital Improvement and Replacement Schedule to Landlord for review and approval on a periodic basis and no less than annually. Each year, Tenant shall include in operating expenses a Replacement Reserve Allocation, which shall be \$200 per bed in the first year of operations of the Premises, escalating by 3% annually thereafter. Upon the expiration or earlier termination of this Lease the Replacement Reserve Allocation Excess, which is the amount by which the cumulative annual Replacement Reserve Allocation exceeds the cumulative actual capital expenditures on the Project, shall be transferred to Landlord for its use to demolish or refurbish the Project.

ARTICLE 9

TAXES AND UTILITY EXPENSES

Section 9.01 Taxes.

(a) Pursuant to applicable Idaho law, the Premises is entitled to certain tax exemptions, credits or abatements as a result of the use of the Premises for dedicated on-campus student housing for the University (the “**Tax Exemptions**”). The parties acknowledge and agree that the Premises is entitled to all benefits that result from the Tax Exemptions, and further acknowledge and agree that the financial feasibility of the Project is dependent upon the availability of the Tax Exemptions. In the event that, at any point during the Term, (i) it is determined that the Premises is not entitled to the Tax Exemptions; or (ii) the University is compelled by legal process to agree to any payments in lieu of Taxes with respect to the Premises in connection with the Tax Exemptions (and the University shall not voluntarily agree to payments in lieu of Taxes with respect to the Premises); or (iii) it is determined that the Tax Exemptions are otherwise unavailable, then the parties will meet to determine the best course of action, with the following options considered in the following order: (A) the parties will explore alternate legal structures for the operation and ownership of the Premises that result in a Tax Exemption; (B) the parties will assess then current market conditions to determine if it is feasible and advisable to increase the student resident rent to offset the adverse impact of additional taxes on the Premises; and if the prior two options are not feasible or advisable, (C) Landlord and Tenant shall adjust the Base Rent in an amount equal to the annual Tax burden resulting from the denial, termination or change in the expected Tax Exemptions (or if an adjustment to Base Rent is not sufficient to meet the expense, then the University will directly reimburse Tenant for such Tax burden); and any unpaid Taxes that are determined to be payable in a final, non-appealable order for periods prior to such determination shall be borne by Landlord and timely paid so as not to result in a lien against the Premises.

(b) Notwithstanding the foregoing, on behalf of Landlord, Tenant shall pay and discharge punctually when due all taxes, if any, any payments in lieu of taxes, assessments, water and sewer rents, rates and charges, vault license fees or rentals, levies, license and permit fees and all other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen and unforeseen, which shall be charged, levied, laid, assessed, imposed upon, become due and payable out of or in respect of, or become liens upon the whole or any part of the Premises, together with all interest and penalties, under all present or future laws, ordinances, requirements, orders, directives, rules or regulations or the federal, state, county, and city governments and of all other governmental authorities whatsoever as well as and including all payments in lieu of any of the foregoing (the “**Taxes**”). With the prior written consent of Landlord, in the Landlord’s sole and absolute discretion, Tenant may, at its sole cost and expense, seek a tax abatement, tax credit or other tax exemption that is or may become available for the Premises, other than the Tax Exemptions.

Section 9.02 Time for Payments. Tenant shall be deemed to have complied with the covenants of this Article if the Taxes are paid before any fine, penalty, interest or cost may be added to them. Tenant shall produce and exhibit to Landlord reasonable evidence of payment on Landlord’s request.

Section 9.03 Tenant’s Right to Contest Taxes. With the exception of payment in lieu of taxes or other tax abatement or bond financing related matters, which shall require the prior approval of Landlord, which may be withheld in Landlord’s sole and absolute discretion, Tenant shall have the right to contest or review, in good faith, all Taxes by appropriate legal proceedings,

or in such other manner as may be appropriate; provided that Tenant shall promptly pay all Taxes when due. Tenant shall conduct the proceedings diligently, at its own cost and expense. Landlord shall execute all documents reasonably necessary for the proceedings, at Tenant's sole cost and expense.

Section 9.04 Right to Refund of Taxes. With the exception of the Tax Exemption, any savings, credits, refunds or rebates obtained as a result of any tax abatement or other tax exemption being obtained for the Premises shall belong to Tenant for use at the Premises.

Section 9.05 Utilities. Tenant shall pay and discharge punctually all water and sewer rents, rates and charges and all charges for steam, heat, gas, hot water, electricity, light and power, and any and all other services and utilities furnished to the Premises.

ARTICLE 10

COMPLIANCE WITH APPLICABLE LAWS

Section 10.01 Compliance by Tenant.

(a) Tenant, at its sole cost and expense, shall (i) promptly comply with all present and future laws, ordinances, codes, requirements, orders, directives, rules, regulations and permits of all federal, state, county, city, and town governments, and of all other governmental authorities, agencies, departments, boards and officers, or any other body or bodies (each, a "**Public Authority**") which may exercise similar functions, foreseen and unforeseen, ordinary and extraordinary, applicable to the Premises or any part thereof or to its use, or to the operations or activities of Tenant, including Permitted Tenants, upon the Premises, whether in force at the commencement of the term of this Lease or passed, enacted, directed, issued or amended in the future including, without limitation, Environmental Laws, whether or not such requirements are actually imposed upon Landlord or Tenant, and whether or not compliance shall require structural changes and (ii) comply with the University policies listed on Exhibit F (the "**University Policies**"); provided, however, that Tenant shall not be required to comply with any future amendments to the University Policies, if such future amendment would cause a materially adverse economic impact on Tenant's Net Income unless such policy is necessitated by the State Board of Education or compliance with laws and regulations applicable to the University and the Project ((i) and (ii), collectively, the "**Requirements**"). Tenant shall pay all costs, expenses, liabilities, obligations, losses, damages, fines, penalties, charges, claims and demands, including, without limitation, costs associated with administrative and judicial proceedings, and reasonable fees of architects, engineers, consultants and attorneys, that may in any manner arise from or be imposed resulting from the failure of Tenant to comply with this Article or as are imposed upon Tenant by a Public Authority. Landlord shall reasonably cooperate, without expense to Landlord, with Tenant in complying with the Requirements.

(b) Tenant shall comply with the requirements of all policies of public liability, fire and all other policies of insurance maintained by Tenant with respect to the Premises. Tenant shall promptly take steps to remedy or prevent any violation or attempted violation which is known to Tenant of the provisions of this Section by any subtenant of the Premises, including Permitted Residents.

Section 10.02 Challenge of Validity. Upon prior written notice to Landlord, Tenant shall have the right to contest by an appropriate legal action, case or proceeding (a “**Proceeding**”) diligently conducted in good faith, without cost or expense to Landlord, the validity or application of the Requirements. If compliance with the Requirements may be delayed during the Proceeding without the incurrance of any Lien, charge or liability of any kind against the Premises and without subjecting Tenant or Landlord to any liability, civil or criminal, for failure to comply with them, Tenant may delay compliance with them until the final determination of the Proceeding.

Section 10.03 Survival. The provisions of this Article 10 shall survive the expiration or earlier termination of this Lease for one (1) year, and thereafter Tenant shall have no further liability to Landlord except as otherwise expressly provided for herein.

ARTICLE 11

COVENANT AGAINST LIENS

Section 11.01 Tenant’s Obligations to Discharge. Tenant shall promptly (and in any event within twenty (20) days of the date of filing), (a) furnish a bond satisfactory for the release of any filed mechanic’s, laborer’s, or materialman’s lien, other encumbrance lien or charge upon the Premises, or any part of it (a “**Lien**”) or (b) otherwise obtain a release or discharge any Lien.

Section 11.02 Landlord’s Rights to Discharge. If any Lien shall be filed against the Premises, or any part of it, and Tenant has not discharged it of record or posted a bond satisfactory to Landlord to assure its discharge in accordance with Section 11.01 within twenty (20) days after the date on which the Lien is filed, then Landlord, in addition to any other right or remedy it may have, and without waiving its rights to declare a default, may discharge the Lien of record by bonding or otherwise. Any amounts paid by Landlord in the discharge by bonding of the Lien if Tenant fails to do so as required above, including, but not limited to, penalties, interest, costs, expenses, allowances and reasonable attorney’s fees shall be paid by Tenant to Landlord on demand.

Section 11.03 Tenant’s Indemnification against Liens. Tenant shall indemnify and hold harmless Landlord against any and all damages, losses and expenses (including, but not limited to, penalties, interest, costs, allowances and reasonable attorney’s fees) arising from or incurred as a result of any Lien or claim asserted by any third party.

Section 11.04 No Implied Consent of Landlord. Nothing in this Lease shall be construed as the consent or request of Landlord, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any material for any improvement, alteration or repair of the Premises, or any part of it.

Section 11.05 Landlord’s Obligations to Discharge. If, as a result of Landlord’s actions, a Lien is placed against the Land, Landlord shall promptly (and in any event within twenty (20) days of the date of filing), (a) furnish a bond satisfactory for the release of the Lien, or (b) otherwise obtain a release or discharge the Lien.

Section 11.06 Tenant's Rights to Discharge. If, as a result of Landlord's actions, a Lien is placed against the Land, and Landlord has not discharged it of record or posted a bond satisfactory to Tenant to assure its discharge in accordance with Section 11.05 within twenty (20) days after the date on which the Lien is filed, then Tenant, in addition to any other right or remedy it may have, may discharge the Lien of record by bonding or otherwise. Any amounts paid by Tenant in the discharge by bonding of the Lien if Landlord fails to do so as required above, including, but not limited to, penalties, interest, costs, expenses, allowances and reasonable attorney's fees shall be paid by Landlord to Tenant on demand.

ARTICLE 12

ENTRY ON PREMISES BY LANDLORD

Subject to the rights of the Permitted Residents under the terms of the Permitted Leases, Tenant shall permit Landlord and its authorized representatives to have reasonable access to the Premises at all reasonable times for the purposes of (a) inspecting them, or (b) upon five (5) days prior notice to Tenant (except in the case of an emergency, for which no prior written notice is required), making any necessary repairs required under Article 7 of this Lease or performing any other work that may be reasonably necessary because of Tenant's Default of Tenant's obligations hereunder with respect to the making of required repairs. Landlord's right of entry shall not imply any duty on its part to perform any repairs or work and shall not constitute a waiver of any Default of Tenant.

ARTICLE 13

ASSIGNMENT AND SUBLETTING

Section 13.01 Assignment and Subletting.

(a) Except as otherwise set forth in this Article 13, Tenant shall not assign this Lease or, except to Permitted Residents, sublet the whole or any part of the Premises, without the prior written consent of Landlord, which consent may be granted, conditioned or withheld in the Landlord's sole and absolute discretion for any reason or no reason at all, and any such purported assignment or sublease in violation of this Lease shall be null and void and of no effect. An assignment shall include any transfer of this Lease, whether voluntary or involuntary or by operation of law. Notwithstanding the foregoing, Tenant may assign this Lease to another Tenant Party (including affiliate Tenant Parties formed following the Commencement Date or joint venture entities that are controlled by a Tenant Party), so long as Guarantor (or any permitted substitute or replacement guarantor) continues to guarantee the performance of such Tenant Party in the same manner as it guarantees Tenant's obligations hereunder.

(b) The occurrence of a Change in Control of Tenant, Parent or Guarantor shall not be deemed to be an assignment of this Lease; provided that following the Change in Control, Parent or Guarantor meets the financial standards of a Qualified Assignee and assumes all of the obligations of this Lease and any other agreements related to the Premises (a "**Permitted Change in Control**"). A Permitted Change in Control shall not trigger any rights of Landlord to terminate

this Lease. Landlord agrees not to seek equitable relief or take any other action to delay or hinder a Change in Control of Parent.

(c) To the extent permitted by law and subject to Landlord's termination right set forth in Section 13.02, after Substantial Completion of the Improvements and so long as there is no pending Event of Default, Tenant has the right to assign or sublet this Lease, provided all of the following conditions are satisfied (a "**Permitted Assignment**"):

(i) the assignment or sublease is to a Qualified Assignee; and

(ii) the use of the Premises by the Qualified Assignee shall comply with the use restrictions contained in Article 4 of this Lease and with all other terms and conditions of this Lease; and

(iii) a Tenant Event of Default shall not exist under this Lease; and

(iv) the Qualified Assignee, in a document reasonably satisfactory to Landlord and in recordable form, shall agree to faithfully perform and be bound by all of the terms, conditions, covenants, provisions and agreements of this Lease; and

(v) the Qualified Assignee, in a document reasonably satisfactory to Landlord, shall agree not to finance its acquisition of the Improvements and assumption or sublease of this Lease in a manner that would adversely impact the debt capacity or credit rating of the University, without the prior written consent of the University, which consent may be granted or withheld in the University's sole and absolute discretion; and

(vi) any sublease shall provide that it is subject to the terms and conditions of this Lease and may, at Landlord's option after the termination or expiration of this Lease, require the sublessee to attorn to Landlord.

(d) Landlord's consent to a Permitted Assignment shall be given promptly and in any case, within sixty (60) days. Landlord's consent to any assignment or sublease shall not constitute or be deemed its consent, nor constitute a waiver of the requirement of its consent, to any subsequent assignment or sublease.

(e) Tenant shall not assign any of its rights under this Lease separate from any Permitted Assignment.

(f) A Permitted Assignment shall relieve Tenant of any liability arising under this Lease for acts, errors or omissions occurring on or after the effective date of the assignment.

(g) Notwithstanding anything to the contrary contained in this Lease, no Permitted Lease shall be considered an assignment of or a sublease under this Lease requiring Landlord's consent, except as required under Article 4.

(h) For purposes of this Lease, the following terms shall have the following definitions:

(i) **“Change in Control”** shall mean a merger or consolidation of a party, or any entity which controls such party, with or into another person, corporation or other entity, in which the party, or any entity which controls such party, shall not be the surviving entity.

(ii) **“Qualified Assignee”** shall mean a person or entity unaffiliated with the Tenant Parties that, as of the date of the proposed assignment or transfer: (A) has a net worth of at least \$25,000,000 (which condition may be satisfied on a consolidated basis with an affiliate guarantor which guarantees the obligations of such entity) and (B) has at least five (5) years of experience owning, managing and operating student housing facilities comparable to the Premises, or retains a third party management company with such experience pursuant to a management agreement reasonably satisfactory to Landlord; provided that the Landlord shall have the right to approve the entity responsible for the management of the Premises following the assignment, which approval shall be reasonable under the then current circumstances; and (C) is not a Disqualified Assignee. Lessee will provide or cause to be provided to Lessor, not less than sixty (60) days before any proposed assignment, (i) a written request for approval of the proposed assignment, (ii) the name of the proposed assignee, (iii) financial statements and information regarding the proposed assignee and any proposed lease guarantor, all in form satisfactory to Lessor, and (iv) the terms of such proposed assignment.

(iii) **“Disqualified Assignee”** shall mean an proposed assignee if any the principal or officer of the assignee or the assignee: (A) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control (“OFAC”) and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable legal authority (such lists are collectively referred to as the “Lists”); (B) is an individual, corporation, partnership, limited liability company, unincorporated organization, government or any agency or political subdivision thereof or any other form of entity (individually or collectively as the context requires, a “Person”) who has been determined by competent authority to be a Person with whom a U.S. Person is prohibited from transacting business, whether such prohibition arises under U.S. law, regulation, executive orders or any lists published by the United States Department of Commerce, the United States Department of State including any agency or office thereof; (C) is owned or controlled by, or acts for or on behalf of, any Person on the Lists or any other Person who has been determined by competent authority to be a Person with whom a U.S. Person is prohibited from transacting business, whether such prohibition arises under U.S. law, regulation, executive orders or any lists published by the United States Department of Treasury or the United States Department of State including any agency or office thereof; or is under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist-related activities, any crimes which in the United States would be predicate crimes to money laundering, or any violation of any Anti-Money Laundering Laws. For purposes hereof, “U.S. Person” means any United States citizen, any entity organized under the laws of the United States or its constituent states or territories, or any entity, regardless of where organized, with a principal place of business within the United States or any of its territories. For purposes hereof, “Anti-Money Laundering Laws” means those laws, rules, regulations, orders and sanctions, state and federal, criminal and civil, that (i) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; (ii) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotic dealers or otherwise engaged in activities contrary to the interests of the United States; or

(iii) are designed to disrupt the flow of funds to terrorist organizations. Such laws, regulations and sanctions are deemed to include, but not be limited to: the Executive Order Number 13224 on Terrorism Financing (September 23, 2001), the Patriot Act; the Currency and Foreign Transactions Reporting Act (also known as the Bank Secrecy Act, 31), the Trading with the Enemy Act, 50 U.S.C. Appx. Section 1 *et seq.*, the International Emergency Economics Powers Act, 50 U.S.C. Section 1701 *et seq.*, and the sanction regulations promulgated pursuant thereto by OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957, as amended.

An assignee will also be a Disqualified Assignee under the following circumstances: (i) if it is debarred or suspended from doing business with the federal government or any state or local government or has been disbarred or suspended at any time during the five years preceding the assignment; (ii) if it has been convicted of any crime in any jurisdiction in which the possible sentence is greater than three years; (iii) if it has (A) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, (B) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceedings, to hold, administer and/or liquidate all or substantially all of its property, or (C) made an assignment for the benefit of creditors.

Section 13.02 Landlord's Right to Terminate Lease Upon Bona Fide Offer.

(a) In the event that Tenant shall receive a Bona Fide Offer at any time during the Term, Tenant shall give Landlord written notice (the "**Bona Fide Offer Notice**") of the terms of the offer, including (i) the name and address of the proposed transferee, (ii) the consideration offered and (iii) all other material terms and conditions of the transfer. For purposes hereof, a "**Bona Fide Offer**" shall mean a written offer from a Qualified Assignee to purchase the Improvements and assume all of the Tenant Parties' rights in and obligations under this Lease in a transaction meeting the requirements of a Permitted Assignment, which Tenant is willing to accept.

(b) Upon receipt of the Bona Fide Offer Notice, Landlord shall have the right (i) to terminate this Lease upon the payment to Tenant of an amount equal to the Bona Fide Offer, or (ii) to permit Tenant to transfer this Lease to the Qualified Assignee pursuant to the Bona Fide Offer. If Landlord wishes to terminate this Lease, then within ninety (90) days of Landlord's receipt of the Bona Fide Offer Notice (the "**Election Period**"), Landlord shall provide Tenant with a binding agreement to exercise its right to terminate this Lease upon payment of the Bona Fide Offer amount.

(c) If Landlord elects to terminate this Lease by delivery of the Election Notice, Landlord shall pay to Tenant an amount equal to the Bona Fide Offer. Landlord's termination of this Lease shall occur no later than one hundred eighty (180) days after Landlord's receipt of the Bona Fide Offer Notice (such 120-day period, the "**Bona Fide Offer Termination Period**").

(d) If Landlord (i) provides written notice to Tenant that it does not desire to terminate this Lease or fails to exercise its right to terminate this Lease during the Election Period;



(ii) or, having properly indicated a desire to terminate this Lease, thereafter fails to terminate this Lease during the Bona Fide Offer Termination Period, Tenant may transfer this Lease to the Qualified Assignee on the terms stated in the Bona Fide Offer free from the termination right set forth in this Section 13.02; provided, however, that if such transaction is not consummated within one (1) year after the expiration of the Election Period or the Bona Fide Offer Termination Period, as applicable, Tenant's right to transfer pursuant to such Bona Fide Offer shall expire, and the right to terminate this Lease must again be offered to Landlord pursuant to this Section 13.02.

(e) Tenant covenants that it shall accept no Bona Fide Offer or convey any of its rights in or obligations under this Lease until it has complied with the terms of this Section 13.02. Any conveyance of Tenant's rights in and obligations under this Lease made in the absence of full satisfaction of this Section 13.02 shall be null and void and of no effect. Landlord may enforce this Section 13.02, without limitation, by injunction, specific performance or other equitable relief.

(f) Landlord's election not to exercise its right to terminate this Lease shall not prejudice Landlord's rights hereunder as to any further Bona Fide Offer. The terms and conditions contained in this Section 13.02 shall be binding upon the successors and assigns of Tenant.

(g) In the event such transaction is not fully consummated within the time provided for in such Bona Fide Offer, or in the event that the terms of such Bona Fide Offer are modified, then Landlord's right to terminate this Lease shall remain in full force and effect, and Tenant shall be obligated to submit to Landlord any such modified Bona Fide Offer or any subsequent Bona Fide Offer, in accordance with the provisions of subsection (a) of this Section 13.02.

ARTICLE 14

HOLDING OVER

In the event Tenant shall remain in occupation of the Premises after the expiration or earlier termination of this Lease, and in addition to having the right to remove the Tenant in any manner permitted by law, and in addition to all other rights Landlord may have in law, in equity, and under this Lease, Tenant shall be liable to Landlord for all Rent during any period of holdover in the amount equal to one hundred ten percent (110%) times the Rent payable immediately prior to such expiration or termination, and the tenancy created by acceptance of the rent and such holding over shall be that of a tenancy from month to month only.

ARTICLE 15

SURRENDER

Upon the expiration or earlier termination of the term of this Lease, Tenant shall, subject to the rights of Permitted Residents under Permitted Leases, quit and peacefully surrender and deliver to Landlord the possession and use of the Premises, without delay, in good order, condition and repair, except for reasonable wear and tear and free and clear of all liens, encumbrances and charges, and all rights of Tenant under this Lease and in the Improvements shall terminate and

Tenant shall convey its fee interest in the Improvements to Landlord by deed pursuant to the laws of the State of Idaho. Tenant shall not remove any Personal Property, or any additions to or replacements thereof made during the Term of this Lease, and shall only remove its proprietary or confidential information and documents. Notwithstanding the termination of the Lease, Tenant shall remain liable to Landlord for any loss or damage suffered by the Landlord because of any Default of Tenant. Upon surrender, Tenant shall assign to Landlord or Landlord's designee all Permitted Leases, subleases and other agreements and rights relating to the operation or use of the Premises, or Tenant's interest in them, as Landlord may request. The provisions of this Article shall survive for one (1) year following the expiration or earlier termination of this Lease. Tenant shall cooperate with Landlord to provide any documentation reasonably requested by Landlord for surrender of the Premises to ensure that Landlord has good and lawful title to the Premises following termination of the Lease.

ARTICLE 16

SIGNS; NAMING RIGHTS; ADDITIONAL HOUSING

Section 16.01 Signs. Tenant shall not install or replace, nor permit the installation or replacement by others, of any signs or advertising matter visible from the exterior of the Premises without the prior written consent of Landlord, which consent will not be unreasonably denied, withheld, delayed or conditioned, so long as such signs conform to the University's design standards for similar signs on its campus and with the University's regulations on use of the University name and marks. Tenant shall comply with all applicable requirements of governmental and Landlord authorities and policies having jurisdiction and shall obtain all necessary governmental approvals prior to the installation or replacement of any sign or other advertising matter permitted by Landlord.

Section 16.02 Naming Rights. Landlord shall retain all naming rights and Tenant shall cooperate with Landlord in the naming of any portion of the Premises, with Tenant being permitted to have a representative serve as an ad hoc member of the naming committee. All money related to the naming rights shall remain the Landlord's. The naming of all Improvements shall comply with Landlord's naming rights policies. Any costs related to a change in the name of the Premises after Substantial Completion shall be paid by Landlord.

Section 16.03 Additional University On-Campus Housing. Conditioned upon Tenant meeting all of its contractual obligations with regard to the Project, if the University desires to expand the Project by three hundred (300) beds, the University shall, to the extent permitted by applicable state laws and University Purchasing Policy, offer a right of first offer to Tenant for such expansion with the goal of incorporating the additional 300 beds into this Lease and the Project Operating Agreement. The University agrees that for a period of fifteen (15) years from the first date that the Project is occupied by Student Residents, any increase in the total number of undergraduate beds on the University's campus (other than the contemplated 300 bed increase described above) will be undertaken in a commercially reasonable manner, which will include the University engaging and following the recommendations of a qualified third party to conduct an analysis of the need for additional on-campus undergraduate student housing and a determination that such additional housing will not materially adversely impact the Gross Revenue of the Project. In the case that such additional housing is constructed and thereafter the Project suffers an adverse

material impact as a result of such increase in the University's on-campus housing stock, and not as a result of Project operational or maintenance issues, then the Base Rent shall be adjusted in an equitable manner to eliminate such adverse impact. The University shall have the right, but not the obligation to engage in negotiations with EdR and permit EdR to make a first offer for such additional development prior to discussions with third parties.

ARTICLE 17

INDEMNITY

Section 17.01 Tenant's Indemnification of Landlord.

(a) Tenant shall defend with competent counsel, indemnify and hold harmless the University, the State of Idaho, and the State Board of Education, and its trustees, officers, agents, employees and affiliated and support entities from and against any and all liabilities, obligations, losses, damages, fines, penalties, claims, demands, costs, charges and expenses, including, without limitation, reasonable fees of architects, engineers, consultants and attorneys and costs associated with administrative and judicial proceedings incurred by Landlord relating to Tenant's obligations under this Lease, which may be imposed upon, incurred by or asserted against Landlord in connection with any of the following (collectively, the "Claims"):

(i) Any work done in, on or about the Premises or the Construction Easement Areas;

(ii) Any use, non-use, possession, occupation, condition, operation, maintenance or management of the Premises, the Construction Easement Areas or any part thereof, except where such claims are a result of the acts or omissions of Landlord or its agents, concessionaires, contractors, servants or employees;

(iii) Any act or omission of Tenant or any of its agents, concessionaires, contractors, servants, employees, or invitees excluding the acts or omissions of Landlord or its agents, concessionaires, contractors, servants or employees;

(iv) Any accident, injury or death to any person or damage to any property occurring in, on or about the Premises or the Construction Easement Areas, except resulting from the acts or omissions of Landlord or its agents, concessionaires, contractors, servants or employees; or

(v) Any failure by Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations in this Lease required by the provisions of this Lease to be complied with or performed by Tenant.

(b) In addition to, and without limiting the generality of, the foregoing provisions of this Article, Tenant shall indemnify, and hold harmless the University, the State of Idaho, and the State Board of Education, and its trustees, officers, agents, employees and affiliated and support entities, from and against all claims which may be imposed upon, incurred by or asserted against Landlord, arising out of (i) the use, generation, storage, Release, or disposal of

Hazardous Materials (defined below) on or about the Premises or the Construction Easement Areas by or on behalf of Tenant during Tenant's use of the Premises or the Construction Easement Areas including, without limitation, the cost of any required or necessary decommissioning, repair, cleanup, or remediation and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following the termination of this Lease, (ii) any Release or threatened Release during Tenant's use of the Premises or the Construction Easement Areas of such Hazardous Materials at, on, to, or into the Premises or the Construction Easement Areas, including groundwater, or from the Premises or the Construction Easement Areas on, to, or into any adjoining property or other property, including groundwater, (iii) the failure by Tenant, any subtenant or any person claiming under Tenant to comply with any of the Requirements of this Lease, including without limitation all Environmental Laws, or the common law; or (iv) any and all damage to natural resources or real property and/or harm or injury to any person resulting or alleged to have resulted from (A) any Release or threatened release during Tenant's use of the Premises or the Construction Easement Areas of such Hazardous Materials in violation or breach of this Lease or any Environmental Law, and/or (B) such failure during Tenant's use of the Premises or the Construction Easement Areas to comply with, or otherwise arising under, any of the Requirements, including without limitation all Environmental Laws, or the common law.

(c) For purposes of this Lease, the following terms shall have the following definitions:

(i) **“Environmental Law”** means any applicable present or future federal, state or local law, statute, rule, regulation or ordinance relating to the regulation, pollution, preservation or protection of human health, safety, the environment, or natural resources or to emissions, discharges, Releases or threatened Releases of pollutants, contaminants, Hazardous Materials or wastes into the environment (including ambient air, soil surface water, ground water, wetlands, land or subsurface strata).

(ii) **“Hazardous Materials”** means and includes any (a) “hazardous substances”, “pollutants” or “contaminants” (as defined in the United States Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.* (“**CERCLA**”), or the regulations pursuant to CERCLA), including any element, compound, mixture, solution, or substance which is or may be designated pursuant to Section 102 of CERCLA; (b) all substances which are or may be designated pursuant to the Federal Water Pollution Control Act, 33 U.S.C. §1251 *et seq.* (“**FWPCA**”); (c) any hazardous waste having the characteristics which are identified under or listed pursuant to Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* (“**RCRA**”) or having such characteristics which shall subsequently be considered under RCRA to constitute a hazardous waste; (d) any substance containing petroleum, as that term is defined in RCRA; (e) any toxic pollutant which is or may be listed under FWPCA; (f) any hazardous air pollutant which is or may be listed under the Clean Air Act, 42 U.S.C. §7401 *et seq.*; (g) any imminently hazardous chemical substance or mixture with respect to which action has been or may be taken pursuant to the Toxic Substances Control Act, 15 U.S.C § 2601 *et seq.*; (h) any substance or mixture subject to regulation under the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 *et seq.*, (i) waste oil and other petroleum products; (j) any asbestos, urea formaldehyde, or polychlorinated biphenyls, or material which contains one or more of such substances; or (k) any other materials, chemicals, substances,

products, or wastes which are now or hereafter either (i) deemed by any governmental authority with appropriate jurisdiction over Tenant to be, under any applicable Environmental Law, contaminants or pollutants, or hazardous, toxic, radioactive, ignitable, reactive, corrosive, or otherwise harmful to the environment or (ii) otherwise regulated pursuant to any applicable Environmental Law.

(iii) **“Release”** means any release, issuance, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment or into or out of any property, including the movement of Hazardous Materials through the air, soil, surface water, ground water or property other than as specifically authorized by and in compliance with all Environmental Laws.

(d) If any action or proceeding is brought against Landlord because of any one or more of the claims described above in this Section 17.01, Tenant, at its sole cost and expense, upon written notice from Landlord, shall defend that action or proceeding by competent counsel reasonably acceptable to Landlord by Landlord in writing.

Section 17.02 Landlord’s Remediation Obligations. Except as to the presence of Hazardous Materials actually discovered by Tenant in the development and construction of the Improvements and provided for in the Plans, if Hazardous Materials are discovered on the Land during the Term of this Lease, and such Hazardous Materials are shown to have been present prior to the commencement of this Lease or such Hazardous Materials are the result of a Release caused by Landlord, Landlord will at its own expense conduct any actions necessary to remediate the Hazardous Materials on the Land to a concentration level approved by the relevant governmental authority.

Section 17.03 Survival. The provisions of this Article shall survive the expiration or earlier termination of this Lease with respect to events, acts or omissions during Tenant’s Use Period.

ARTICLE 18

INSURANCE

Section 18.01 Property Insurance.

(a) During the Term, Tenant shall procure and maintain physical damage insurance covering the Premises through the policies purchased by Tenant as an Operating Expense, in an amount equal to at least one hundred percent (100%) of the replacement cost of the Premises. Such insurance shall contain broad form coverage as may be customary for like properties in the vicinity from time to time during the term of this Lease. Tenant expressly acknowledges and agrees that the replacement value must include all changes or additions necessary to meet then current building codes and applicable laws, including but not limited to Environmental Laws.

(b) At the request of Landlord, and at the sole cost and expense of Tenant as an Operating Expense, the replacement value of the Improvements shall be determined from time to

time, but not more frequently than once every five (5) years, by an insurance appraiser mutually acceptable to Landlord and Tenant. Tenant shall promptly notify Landlord in writing of such determination.

(c) Tenant hereby waives any right of recovery from Landlord, the State of Idaho, the Idaho State Board of Education, its officers, and employees (collectively, the “**Landlord Parties**”) and releases and discharges Landlord Parties from all claims, damages, losses or demands whatsoever which Tenant may have or acquire arising out of damage to or destruction of the Premises or Tenant’s business caused by fire or other perils unless such loss or damage shall have been caused by the negligence or willful misconduct of the Landlord Parties.

(d) Tenant shall have a waiver of subrogation clause endorsed to and made a part of its property insurance policy or policies.

(e) The insurance policies required by this Sections 18.01 shall name Landlord as an additional insured.

(f) Tenant shall be responsible from dollar one for any deductible amount for which coverage is not available under the insurance maintained pursuant this Section 18.01. Tenant shall be permitted to increase or decrease such deductible amount from time to time on a commercially reasonable basis; provided that Tenant shall provide Landlord at least thirty (30) days prior written notice of any change in the deductible amount payable by Tenant.

Section 18.02 Other Insurance. Tenant, at its sole cost and expense, shall procure and maintain during the term of this Lease, the following policies of insurance:

(a) Worker’s Compensation and Employers Liability as required by state law;

(b) Disability Benefits as required by law;

(c) Customary business interruption insurance for continuing expenses including Rent described under Article 6;

(d) Commercial General Liability written on an occurrence basis with limits of \$1,000,000 per occurrence and a \$3,000,000 aggregate including, but not limited to, coverage for bodily injury, personal injury, property damage, ongoing and completed operations, products and contractual liability referring to this Lease;

(e) Automobile Liability with a \$1,000,000 combined single limit for bodily injury or property damage covering vehicles owned, non-owned, hired or otherwise used or furnished for the use of the Tenant, its associates, employees, representatives, volunteers or agents;

(f) An Umbrella follow form liability insurance policy or policies that shall increase to \$50,000,000 the limits of coverage provided by the insurance required by subsections (c) and (d) of this Section 18.02; and

(g) Professional Liability / Errors and Omissions insurance written on an occurrence basis with limits of \$1,000,000 per occurrence.

Section 18.03 Responsibility of Tenant During Construction. Prior to commencement of the construction of the Premises, Tenant at its own expense shall obtain, furnish to Landlord, or cause its contractors to obtain and furnish to Landlord, and maintain through the full completion of construction of the Improvements in accordance with all provisions of this Lease, the following policies of insurance:

(a) Each of the policies of insurance required by subsection (a) through (e) of Section 18.02;

(b) Architects and engineers professional liability insurance in an amount of at least \$2,000,000 covering errors and omissions, bodily injury and property damage (including contractual liability coverage with all coverage retroactive to the earlier of the date of this Lease or the commencement of professional services in relation to the Premises or the Construction Easement Areas). Architect/Engineer shall maintain this coverage for a period of three years after the date of final payment by Tenant to each architect, engineer and contractor relating to the construction of the Improvements under this Lease. This Professional Liability Insurance may be written on a claims made basis or any other basis as is expressly identified to Tenant by the University in writing. During the Term of this Lease, and annually for three (3) years after the final payment by Tenant to each architect, engineer and contractor relating to the construction of the Improvements, each architect, engineer and contractor retained by Tenant, shall provide a certificate demonstrating that this insurance is being currently maintained, including, but not limited to, the policy's retroactive date.

(c) "All Risk" builders risk insurance for fire, flood, earthquake, terrorism, testing of mechanical or electrical devices and extended coverages on all the Premises and the Construction Easement Areas. The policy shall include Tenant, its contractors and subcontractors as named insureds and Landlord, as its interest may appear. The amount of insurance shall be 100% of full replacement cost. The policy shall contain a Consent of Occupancy endorsement, a waiver of subrogation clause in the form required by Section 18.01, and coverage for loss of income and business interruption.

Section 18.04 Evidence of Insurance – All Insurance Coverages. All insurance coverages required by this Article shall be obtained by valid and enforceable policies, in form reasonably acceptable to Landlord, issued by insurers of recognized responsibility and licensed to do business in the state in which the Premises is located. Upon the execution of this Lease, and thereafter upon Landlord's request and not less than twenty (20) days prior to the expiration dates of the policies furnished by Tenant, certificates with respect to Tenant's commercial general liability, umbrella liability, professional liability and property insurance policies and, during the period required by Section 18.04, of Tenant's builders risk insurance policy, and certificates of insurance for all other insurance coverages required by this Article, shall be delivered by Tenant to Landlord, with evidence reasonably satisfactory to Landlord of the payment of the full premiums on the policies.

Section 18.05 Minimal Requirements – Primary Insurance.

(a) The insurance coverages and limits required of Tenant by this Article shall be the minimum requirements of Tenant under this Lease and shall in no manner limit Tenant's liability to Landlord under this Lease. All policies of insurance described in Article 18 shall

indicate any deductibles or self-insured retentions (SIR's) of no more than \$25,000 per occurrence, as may be adjusted with reasonable approval of Landlord.

(b) The insurance policies required by Sections 18.02(c),(d) and (e) and 18.03(b) and (c) shall name Landlord as an additional insured with respect to the obligations, indemnifications and liabilities of Tenant under this Lease. Acceptable additional insurance policy endorsements are as follows: ISO Form Additional Insured Endorsement CG 20 10 11 85, or the carrier's manuscript equivalent acceptable to the Landlord, that includes completed operations, naming Landlord as an additional insured with respect to Landlord's project name. The policies of insurance described in the preceding sentence shall be primary and non-contributory of any insurance carried by Landlord, and Tenant shall furnish to Landlord the written consent of the insurer that the policies are primary and non-contributory.

Section 18.06 Notice of Cancellation. The policies and certificates evidencing the policies of insurance shall provide for prior written notice according to the terms of the policy to Landlord of any cancellation, non-renewal, reduction in amount or material change in insurance policy coverage.

Section 18.07 Quality of Insurance. All insurance required to be carried by Tenant by this Article 18 shall be issued by a company rated by A.M. Best with a minimum Class "IX" as to financial rating and "A" (Excellent) as to policyholder rating; provided that if such rating system ceases to be published or is converted to a different standard or otherwise revised, the required rating for the insurance carried by Tenant shall be adjusted to the equivalent rating under the revised rating system or, in no equivalent rating exists, to a standard agreed upon by Landlord and Tenant.

Section 18.08 Disbursement of Proceeds. All insurance policies required herein shall provide that any loss shall be adjusted and the proceeds paid as provided in this Lease.

Section 18.09 Deletion of Co-Insurance Requirements. Except for any insurance policies maintained pursuant to Section 18.01, any co-insurance requirements of any policy of insurance shall be deleted.

Section 18.10 Insurance Escalation Discussions. Promptly after the fifth (5th) anniversary of the Rent Commencement Date, and thereafter promptly after each subsequent fifth (5th) anniversary of the Rent Commencement Date, representatives of Landlord and Tenant shall confer with respect to the insurance coverages required to be maintained by Landlord and Tenant under this Lease and as to whether it is then commercially reasonable to increase such required insurance coverages.

## ARTICLE 19

### EMINENT DOMAIN

Section 19.01 Termination of Lease. If all or substantially all of the Premises shall be taken for any public or quasi-public use under any statute, by right of eminent domain or by transfer or purchase in lieu thereof (the "**Condemnation Proceedings**"), this Lease shall automatically



terminate on the date title passes to or possession is taken by the taking authority, whichever occurs first. For purposes of this Article “substantially all” of the Premises shall be deemed taken if the portions not taken shall be insufficient for the continued operation by Tenant of a facility for the purposes described in Article 4.

Section 19.02 Distribution of Condemnation Proceeds. To the extent permitted by law, in the event of a taking in a Condemnation Proceeding which results in the termination of this Lease pursuant to Section 19.01, Landlord and Tenant shall cooperate in the prosecution of the Condemnation Proceeding and shall request the court or board having jurisdiction of the Condemnation Proceedings to determine the reversion value of the Land and the Tenant’s leasehold estate and the Improvements separately. The aggregate net award (the “**Net Award**”) for the taking of the of the Premises and Tenant’s rights under this Lease, after deducting all expenses and costs, including attorney’s fees, shall be payable on a pro rata basis to the extent of the funds available:

(a) To Landlord for the value of its interest in the Land so taken, subject to the encumbrances of this Lease; and

(b) To Tenant for the value of its leasehold interest and interest in the Improvements and this Lease so taken.

Section 19.03 Partial Taking. If less than substantially all of the Premises is taken (a “**Partial Taking**”), the term of this Lease shall continue, Rent shall be equitably abated and reduced in light of the portion of the Premises taken under such Partial Taking as provided in Section 6.02(a), and Tenant promptly shall, at its own cost and expense, restore the Premises to as near like their condition prior to the Partial Taking as is reasonably practicable. The net award upon such a partial taking shall be paid to Landlord and Tenant in the manner and priority provided in Section 19.02 above. This Lease shall automatically terminate for the portion of the Premises taken by a Partial Taking.

Section 19.04 Landlord’s Obligation to Pay Early Termination Fee. A taking under a Condemnation Proceeding or a Partial Taking shall not trigger Landlord’s obligation to pay the Early Termination Fee unless such taking inures solely to the benefit of the University.

ARTICLE 20

LANDLORD’S RIGHT TO PERFORM TENANT’S COVENANTS

Section 20.01 Performance of Covenants. If Tenant shall fail to perform any of its obligations under this Lease, Landlord may, at its option, after the expiration of any grace or cure period available to Tenant with respect to such failure and the giving of thirty (30) days’ notice to Tenant (except where otherwise stated herein), or with such notice as is reasonable in case of an emergency, perform any of such obligations.

Section 20.02 Reimbursement of Costs and Expenses. Any moneys paid and all costs and expenses incurred by Landlord, including reasonable attorneys’ fees in the performance of

Tenant's obligations under this Lease, together with interest on such moneys at the Default Rate until paid shall be paid by Tenant to Landlord on demand.

Section 20.03 No Waiver. Landlord's exercise of its rights under this Article shall not constitute a waiver of any other rights or remedies Landlord may have because of Tenant's Default.

ARTICLE 21

MORTGAGES

Section 21.01 Restriction on Mortgages. Except as provided in Section 21.02 below, Tenant shall not: (i) engage in any financing or other transaction creating any mortgage or security interest upon the Premises; (ii) place or suffer to be placed any lien or other encumbrance upon the Premises; (iii) suffer any levy or attachment to be made on the Premises; or (iv) pledge, mortgage, assign, encumber, or otherwise grant a security interest in the Premises, or the rents, issues, profits or other income of the Premises, including, without limitation, any payments pursuant to, and the right to receive payment under, the Permitted Leases.

Section 21.02 Permitted Mortgages. Upon the approval of the Landlord, which approval shall be at the sole discretion of the Landlord, Tenant may encumber the Improvements (but not the Land) and/or the Gross Revenue by mortgage, deed of trust or security agreement to secure one or more loans (in each case, a "**Mortgage**") with an Approved Mortgagee. For purposes of this Lease an "**Approved Mortgagee**" shall mean (i) a major U.S. commercial bank, a trust company or an insurance company or the U.S. branch of a foreign bank, trust company or insurance company with a Credit Rating of at least "BBB+" by S&P or "A3" by Moody's, which is not a Disqualified Mortgagee. "**Credit Rating**" means, with respect to any Person, the rating then assigned to such Person's unsecured, senior long-term debt obligations (not supported by third party credit enhancements), or if such Person does not have a rating for such senior unsecured long-term debt, the rating then-assigned to such Person as an issuer, corporate or similar rating. A proposed mortgagee shall be disqualified and become a Disqualified Mortgagee if:

(a) Any principal or officer of the assignee or the proposed mortgagee: (A) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control ("OFAC") and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable legal authority (such lists are collectively referred to as the "Lists"); (B) is an individual, corporation, partnership, limited liability company, unincorporated organization, government or any agency or political subdivision thereof or any other form of entity (individually or collectively as the context requires, a "Person") who has been determined by competent authority to be a Person with whom a U.S. Person is prohibited from transacting business, whether such prohibition arises under U.S. law, regulation, executive orders or any lists published by the United States Department of Commerce, the United States Department of State including any agency or office thereof; (C) is owned or controlled by, or acts for or on behalf of, any Person on the Lists or any other Person who has been determined by competent authority to be a Person with whom a U.S. Person is prohibited from transacting business, whether such prohibition arises under U.S. law, regulation, executive orders or any lists published by the United States Department of Treasury or the United States Department of State including any agency or office thereof; or is under investigation by any

governmental authority for, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist-related activities, any crimes which in the United States would be predicate crimes to money laundering, or any violation of any Anti-Money Laundering Laws. For purposes hereof, "U.S. Person" means any United States citizen, any entity organized under the laws of the United States or its constituent states or territories, or any entity, regardless of where organized, with a principal place of business within the United States or any of its territories. For purposes hereof, "Anti-Money Laundering Laws" means those laws, rules, regulations, orders and sanctions, state and federal, criminal and civil, that (i) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; (ii) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotic dealers or otherwise engaged in activities contrary to the interests of the United States; or (iii) are designed to disrupt the flow of funds to terrorist organizations. Such laws, regulations and sanctions are deemed to include, but not be limited to: the Executive Order Number 13224 on Terrorism Financing (September 23, 2001), the Patriot Act; the Currency and Foreign Transactions Reporting Act (also known as the Bank Secrecy Act, 31), the Trading with the Enemy Act, 50 U.S.C. Appx. Section 1 *et seq.*, the International Emergency Economics Powers Act, 50 U.S.C. Section 1701 *et seq.*, and the sanction regulations promulgated pursuant thereto by OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957, as amended.

(b) if such proposed mortgagee is debarred or suspended from doing business with the federal government or any state or local government or has been disbarred or suspended at any time during the five years preceding the assignment;

(c) if such proposed mortgagee or its chief financial officer has been convicted of any crime in any jurisdiction in which the possible sentence is greater than three years

(d) if such proposed mortgagee has (A) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, (B) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceedings, to hold, administer and/or liquidate all or substantially all of its property, or (C) made an assignment for the benefit of creditors.

Section 21.03 Estoppel Certificate. The Landlord agrees to execute an estoppel certificate and any other similar documentation as reasonably may be required by an Approved Mortgagee to evidence the Landlord's consent to such Mortgage. Notwithstanding any foreclosure, Tenant shall remain liable for the performance of all the terms, covenants, and conditions of the Lease that by the terms thereof are to be carried out and performed by Tenant.

Section 21.04 Unencumbered Fee. No Mortgage shall extend to or affect the fee, the reversionary interest, or the estate of the Landlord in the Premises. No Mortgage shall be binding upon the Premises until a copy thereof has been delivered to the Landlord.

Section 21.05 Future Landlord Encumbrances. Landlord acknowledges and agrees that any future mortgage, pledge or encumbrance of Landlord's interest in the Land shall be subject and subordinate to Tenant's rights in this Lease.

Section 21.06 Foreclosure. If an Approved Mortgagee or an Approved Mortgagee Affiliate (as defined below) acquires, by deed-in-lieu, at a foreclosure of its mortgage or deed of trust, or otherwise, Tenant's interest in the Premises this Lease shall continue in full force and effect provided that such Approved Mortgagee or Approved Mortgagee Affiliate provides written notice to the Landlord within five (5) days of such acquisition. The acquisition by anyone other than an Approved Mortgagee or an Approved Mortgagee Affiliate of Tenant's interest in the Premises shall require the prior written approval of the Landlord. No agent or nominee shall be appointed to operate and manage any portion of the Premises without obtaining the prior written approval of the Landlord. Such approval shall be withheld or granted under the terms and conditions described in this Lease. Notwithstanding anything to the contrary contained in this Article 21, the Landlord may withhold approval of any purchaser (other than the Approved Mortgagee or an Approved Mortgagee Affiliate) of Tenant's interest in the Premises if the Landlord determines in its sole but reasonable discretion that such purchaser's acquisition would in any material way impair the operations of the Premises. As used in this Article 21, "**Approved Mortgagee Affiliate**" means a corporation, limited liability company, or other entity that Controls, is owned and Controlled by, or is under common ownership and Control with, an Approved Mortgagee.

Section 21.07 Rights of Approved Mortgagees.

(a) For so long as a Mortgage with an Approved Mortgagee shall remain unsatisfied of record or until written notice of satisfaction of such Mortgage is given by the Approved Mortgagee to the Landlord, the provisions of this Section 21.06 shall apply to each such Approved Mortgagee. In the event of any assignment of a Mortgage or in the event of a change of address of an Approved Mortgagee or of an assignee of such Approved Mortgagee, written notice of such new name and/or address shall be promptly provided to the Landlord.

(b) No termination, cancellation, rejection, surrender, amendment or modification (other than by expiration of the Term or early termination in accordance with this Lease) of any Lease or release of the Concessionaire thereunder shall be effective as to any Approved Mortgagee unless consented to in writing by such Approved Mortgagee. Without limiting the generality of the foregoing, no rejection of any Lease by Tenant or by a trustee in bankruptcy for Tenant shall be effective as to any Approved Mortgagee unless consented to in writing by such Approved Mortgagee.

(c) The Landlord shall, on serving Tenant with any notice of any default under this Lease, simultaneously serve a copy of such notice upon any Approved Mortgagee. No such notice by the Landlord to Tenant shall be deemed to have been duly given unless and until a copy thereof has been so provided to any Approved Mortgagee in the manner specified herein. From and after the date such notice has been given to an Approved Mortgagee, such Approved Mortgagee shall have the same period, after its receipt of such notice, for remedying any default specified in such notice or causing the same to be remedied as is given to Tenant after the giving of such notice to Tenant to remedy, commence remedying or cause to be remedied the defaults specified in any such notice, but such Approved Mortgagee shall in no manner be obligated to do so. The Landlord shall accept such cure by or at the instigation of the Approved Mortgagee as if the same had been performed by Tenant. The Tenant hereby authorizes any Approved Mortgagee to take any such action as such Approved Mortgagee deems necessary to cure any such default

and does hereby authorize entry upon the Premises by such Approved Mortgagee for the purpose of curing such defaults.

Section 21.08 Approved Mortgagee Rights upon Termination.

(a) In the event that the Landlord shall elect to terminate this Lease by reason of any default of Tenant under Article 25, such Approved Mortgagee shall have the right, which right shall be exercised, if at all, within thirty (30) days after such Approved Mortgagee receives notice of the Landlord's election to terminate such Lease, to postpone and extend the specified date for the termination of such Lease as fixed by the Landlord in its notice of termination for a period of not more than six (6) months, provided that such Approved Mortgagee shall, during such six (6) month period, (a) pay or cause to be paid any Rent and other payments and charges as the same become due and perform all of Tenant's other obligations under this Lease, excepting (i) obligations of Tenant to satisfy or otherwise discharge any lien, charge or encumbrance against Tenant's interest in this Lease provided that such lien, charge or encumbrance is junior in priority to the lien of the mortgage held by such Approved Mortgagee and does not affect the Landlord's fee simple interest in the Premises, and (ii) past non-monetary obligations then in default and not reasonably susceptible of being cured by such Approved Mortgagee, and (b) if not enjoined or stayed, take steps to acquire or sell (but only to a Qualified Assignee) Tenant's interest in such Lease by foreclosure of the Mortgage or other appropriate means and prosecute the same to completion with due diligence.

(b) If at the end of such six (6) month period such Approved Mortgagee is complying with the immediately preceding paragraph and such Approved Mortgagee is prohibited by any process or injunction issued by any court of competent jurisdiction or by reason of any action in any court of competent jurisdiction from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof, such Lease shall not then terminate, and the time for completion by such Approved Mortgagee of its proceedings shall continue so long as such Approved Mortgagee is enjoined or stayed and thereafter for so long as such Approved Mortgagee proceeds in good faith and with due diligence to complete steps to acquire or sell (but only to a Qualified Assignee) Tenant's interest in this Lease by foreclosure of the Mortgage or by other appropriate means. Nothing in this paragraph, however, shall be construed to extend this Lease beyond the original Term or to require an Approved Mortgagee to continue foreclosure proceedings after a default has been cured. In the event that such default shall be cured and the Approved Mortgagee shall discontinue such foreclosure proceedings, this Agreement and such Lease shall continue in full force and effect as if Tenant had not defaulted.

(c) In the event that an Approved Mortgagee complies with this Section 21.07 and such Approved Mortgagee acquires Tenant's right title and interest in any Lease by foreclosure or otherwise, then, upon the acquisition of Tenant's right, title and interest in this Lease by such Approved Mortgagee or an Approved Mortgagee Affiliate, or any other purchaser or assignee at a foreclosure sale or otherwise (but only if such other purchaser or assignee is a Qualified Assignee), this Agreement and such Lease shall continue in full force and effect as if Tenant had not defaulted.

(d) While the Landlord may from time to time approve more than one mortgagee, the Landlord will not approve more than one such mortgagee to be the "Approved Mortgagee" to exercise the rights of an Approved Mortgagee under this Article 21.

ARTICLE 22

DAMAGE OR DESTRUCTION

Section 22.01 Restoration of Improvements. If the Premises or any part thereof shall be damaged or destroyed by fire or otherwise, Tenant shall promptly (and in any event no later than five (5) days following the event causing the damage or destruction) notify Landlord, and, to the extent of the insurance proceeds available for such purpose (with the funds derived from the insurance acquired pursuant to Article 18 made available for such purpose), restore, repair, replace, or rebuild the Improvements and provide substitute housing for the Permitted Residents. The restoration shall be at least equal in quality and class to the original Work, shall be performed pursuant to a design, plans and specifications each approved by Landlord, which approval the Landlord will not unreasonably deny, delay or condition, and in accordance with all provisions applicable to the Work and all other provisions of this Lease. The restoration shall be commenced within ninety (90) days from the date of the damage or destruction; provided, however, that Landlord shall grant such extensions of time for the adjustment of insurance and the preparation of the plans and specifications as reasonably may be required. The architect or engineer in charge of the restoration shall be selected by Tenant and approved in writing by Landlord. Tenant shall diligently complete the restoration. The University will cooperate with Tenant to house any tenants displaced during such restoration in existing University housing to the extent available.

Section 22.02 No Right to Surrender; No Relief from Rent Obligations. No destruction or damage to the Premises or any part thereof shall permit Tenant to surrender this Lease or shall relieve Tenant from its obligation to pay Rent or from any of its other obligations under this Lease. Tenant waives any rights now or in the future conferred upon it by statute or otherwise to quit or surrender this Lease or to any rebate, refund, suspension, diminution, abatement or reduction of rent on account of any destruction or damage to the Premises, except as otherwise specifically provided herein.

Section 22.03 Restoration at End of Term. Notwithstanding the foregoing, during the last two (2) years of the Term, if the Improvements are damaged or destroyed and replacement would be commercially unreasonable given the then current economic housing market, Tenant shall not be obligated to repair and restore damage to the Premises and may terminate this Lease if the following conditions are satisfied: (a) Tenant shall remit to Landlord the then remaining amount of funds allocated to the capital repair and replacement balance sheet reserve; (b) Landlord shall be entitled to any insurance proceeds; and (c) Tenant shall deliver to Landlord an instrument releasing, demising, conveying and transferring to Landlord all of Tenant's rights, title and interest under this Lease.

Section 22.04 Damages for Failure to Comply with Repair Obligations. If the restoration, repair, replacement, or rebuilding of damaged or destroyed portions of the Premises is not substantially completed in accordance with Section 22.01 within a reasonable time after the date of such damage or destruction, Landlord may terminate this Lease upon thirty (30) days written notice thereof to Tenant and, in such event, Landlord shall receive the proceeds of all insurance obtained in accordance with Article 18 of this Lease to the extent such proceeds have not been

expended on or committed to such restoration and Tenant shall deliver to Landlord an instrument releasing, demising, conveying and transferring to Landlord all of Tenant's rights, title and interest under this Lease.

ARTICLE 23

TITLE PROVISIONS

Section 23.01 Quiet Enjoyment. Tenant, upon payment of the Rent and the performance and observance of all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the term of this Lease, without hindrance or molestation by anyone claiming by, through or under Landlord.

Section 23.02 Landlord's Title. Landlord represents and warrants to Tenant that it has fee simple title to the Land and the power and authority to execute and deliver this Lease and to carry out and perform all covenants to be performed by it.

Section 23.03 Future Landlord Encumbrances. Landlord acknowledges and agrees that any future mortgage, pledge or encumbrance of Landlord's interest in the Land or Improvements shall be subject to Tenant's rights in this Lease.

ARTICLE 24

DISPUTE RESOLUTION

Section 24.01 Dispute Resolution. In recognition of the long term nature of each party's commitment to the other and the substantial investment made by Tenant with regard to the Premises, in the event of a dispute, Landlord and Tenant agree that dispute resolution shall proceed as follows: first, negotiation as provided in Section 24.02; second, mediation, as provided in Section 24.03; and third, if the parties are still unable to resolve their dispute, the complaining party shall have all of the rights set forth in this Lease and available to such party under applicable law to pursue adjudication and resolution of the dispute ("**Dispute Resolution**"). Notwithstanding anything to the contrary herein, Landlord shall not be required to engage in negotiation under Section 24.02 or mediation under Section 24.03 prior to seeking legal redress for a Tenant Event of Default under Sections 25.01(a), (c), (d), (e), (f) (h) and (i) of this Lease.

Section 24.02 Negotiation. In addition to its ongoing guidance role for the Premises, the Advisory Committee established as provided in the Operating Agreement shall serve as the first step of the dispute resolution process of the Landlord and Tenant. As to any dispute that cannot be resolved in the normal course, prior to resorting to any other remedies, the parties shall first attempt in good faith to resolve any dispute promptly by convening an in person meeting of the Advisory Committee. Any member of the Advisory Committee may give notice to the other members of any dispute not resolved in the ordinary course of business, specifying the basis of the dispute and any pertinent facts. Within fifteen (15) days after delivery of the notice, the Advisory Committee shall meet at a mutually acceptable time and place, and thereafter as often as they

reasonably deem necessary, to attempt to resolve the dispute. All negotiations and materials provided pursuant to this negotiation process are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence under applicable law and statements made by any party during negotiation may not be used against it in later proceedings if the parties fail to resolve the dispute during negotiation.

Section 24.03 Mediation. If a dispute has not been resolved by the Advisory Committee as provided above within twenty (20) days, or the parties failed to meet within fifteen (15) days after delivery of the initial notice of negotiation, the parties shall endeavor to resolve the dispute by private mediation in the city or town where the Premises is located, or the nearest feasible location. If Landlord and Tenant cannot agree upon a mediator, each shall select one name from a list of mediators maintained by any bona fide dispute resolution provider or other private mediator, and the two mediators chosen by Landlord and Tenant shall then choose a third person who will serve as mediator. The parties agree to each have a representative present at the mediation who has authority to bind it to a written settlement agreement, subject to the approval of the Board of Directors of Tenant and any consents or approvals required by legislation and regulations governing Landlord. The initial mediation session shall be held promptly (but not more than thirty (30) days following appointment of the mediator). All negotiations and materials provided pursuant to this mediation process are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence under applicable law. Positions and statements made by any party during mediation may not be used against it in later proceedings if the parties fail to reach a settlement agreement during mediation. Each party shall bear its own expenses and shall pay an equal share of the expenses of the mediator. Agreements reached in any mediation proceeding shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Section 24.04 Further Legal Action. Except as otherwise provided in this Lease, it is the intent of the parties that these negotiation and mediation procedures shall govern any dispute under this Lease and either party shall have the right to specifically enforce the negotiation and mediation procedures before the other party may seek legal redress in a court of law. If a dispute has not been resolved by negotiation and mediation as provided in Sections 24.02 and 24.03, either party shall have the right to commence legal action. Any legal actions brought to enforce this Lease shall be brought in the courts located in Ada County, Idaho. The parties hereto each irrevocably consent to the jurisdiction of such courts.

ARTICLE 25

DEFAULT

Section 25.01 Tenant Events of Default. Any one or more of the following events shall constitute an event of default of Tenant under this Lease (a “**Tenant Event of Default**” or “**Tenant Default**”):

(a) Tenant’s failure to pay any Rent, or any other amount due hereunder, when due and payable, and the continuation of the failure to pay said obligations for thirty (30) days after written notice from Landlord to Tenant.



(b) Tenant's failure to observe and perform any of the other terms, covenants, conditions, limitations or agreements under this Lease on Tenant's part to be observed or performed and the continuation of the failure for a period of thirty (30) days after notice from Landlord to Tenant specifying the nature of the failure; provided that if the default involved is curable but not within thirty (30) days, then so long as Tenant shall commence the cure involved within such thirty (30) day period after notice and thereafter diligently pursue completing the cure, the time within which such cure must be completed shall be extended for the period necessary to complete the cure

(c) If Tenant, Parent or any guarantor of the performance of Tenant's covenants and obligations under this Lease shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future federal, state or other bankruptcy or insolvency statute or law (collectively, "**Insolvency Laws**"), or shall seek, consent to or acquiesce in the appointment of any bankruptcy or insolvency trustee, receiver or liquidator of Tenant, Parent or any guarantor of the performance of Tenant's covenants and obligations under this Lease, as applicable, or of all or any substantial part of its properties or of the Premises or Improvements, or shall make a general assignment for the benefit of creditors, or be unable to pay its debts as they mature.

(d) The commencement of any action, case or proceeding against Tenant, Parent or any guarantor of the performance of Tenant's covenants and obligations under this Lease seeking (i) any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any Insolvency Laws, or (ii) the appointment, without the consent or acquiescence of Tenant, Parent or any guarantor of the performance of Tenant's covenants and obligations under this Lease, as applicable, of any trustee, receiver or liquidator of Tenant or of all or substantially all of its properties or of the Premises, and such proceedings shall continue undismissed for a period of sixty (60) days.

(e) If Tenant shall abandon the Premises.

(f) If a Lien is filed against the Premises and Tenant fails to furnish a bond or otherwise obtain a release or discharge of the Lien as required by Article 11 of this Lease.

(g) If any warranty or representation of Tenant contained in this Lease is untrue in any material respect as of the date made.

(h) Tenant, Parent or any guarantor of the performance of Tenant's covenants and obligations under this Lease shall be dissolved or liquidated or shall be involved in proceedings towards dissolution or liquidation, except in conjunction with a permitted assignment to a Tenant Party or a Permitted Change in Control, neither of which shall constitute a Tenant Event of Default.

(i) An assignment of this Lease in violation of Article 13.

(j) Any mortgage of the Premises that is not approved by Landlord or in violation of Article 21.

Section 25.02 Chronic Default. Tenant shall be deemed in “**Chronic Default**” under this Lease if Tenant, more than three (3) times in any twenty-four (24) month period, fails to make a payment of Rent or other amount due hereunder, when due and payable or fails to observe and perform any other terms, covenants, conditions, limitations or agreements under this Lease on Tenant’s part to be observed or performed (regardless of whether Tenant has timely cured). If Tenant is in Chronic Default, then Landlord shall be permitted to declare a Tenant Event of Default pursuant to Section 25.01(a) or (b) by providing written notice to Tenant and Tenant shall have no further cure periods for a default in the payment of Rent or other amount due hereunder.

Section 25.03 Remedies on Tenant Default.

(a) Upon the occurrence of a Tenant Event of Default under Sections 25.01(b) or (g) of this Lease, Landlord and Tenant shall first attempt to resolve the Tenant Default by engaging in negotiation under Section 24.02 and, if necessary, mediation under Section 24.03.

(b) Upon the occurrence of any other Tenant Event of Default, or if the negotiation and mediation provided for in Section 25.03(a) is unsuccessful, Landlord, at its option, shall have the following remedies:

(i) pursue an action for any and all actual damages incurred by or asserted against Landlord as a result of Tenant’s Default, including reasonable attorney’s fees incurred;

(ii) pursue an action for specific performance (except as provided in Section 13.01(b));

(iii) with respect to any defaults occurring during the construction of the Improvements, exercise any rights Landlord may have under any applicable performance bond;

(iv) subject to the rights of the Permitted Residents under Permitted Leases, terminate this Lease and the rights of Tenant hereunder and take possession of the Premises upon payment to Tenant of the Early Termination Fee at the time of the termination, less any fees resulting from the determination of the Early Termination, which shall be paid by Tenant, less any damages due to Landlord as a result of Tenant’s Default, such damages to be agreed to by the parties or determined through Dispute Resolution; provided that, before this Lease may be terminated for a Tenant Event of Default described in Section 25.01(a) or (b), Tenant must be in Chronic Default; and for a Tenant Event of Default described in Section 25.01(f), Tenant must have failed to furnish a bond or otherwise obtain a release or discharge of the Lien within a year from the date of filing of the Lien;

(v) require Tenant to market and assign its rights in and obligations under this Lease to a Qualified Assignee at a price not less than a sum equal to the Early Termination Fee at the time of the termination, less any fees resulting from the determination of the Early Termination. In such case, Tenant will pay the costs of the marketing and assignment of its rights and obligations under this Lease and will be entitled to the proceeds from such assignment, less any damages due to Landlord as a result of Tenant’s Default; provided that, before Landlord may require Tenant to assign its rights in and obligations under this Lease pursuant to

this provision because of a Tenant Event of Default described in Section 25.01(a) or (b), Tenant must be in Chronic Default; and for a Tenant Event of Default described in Section 25.01(f), Tenant must have failed to furnish a bond or otherwise obtain a release or discharge of the Lien within a year from the date of filing of the Lien; and

(vi) exercise or pursue any other remedy or cause of action permitted under this Lease or available at law or in equity to recover actual damages suffered by Tenant as a result of Landlord's Event of Default.

Section 25.04 Landlord Events of Default. A "**Landlord Event of Default**" shall occur if Landlord fails to observe and perform any of the material terms, covenants, conditions, limitations or agreements under this Lease on Landlord's part to be observed or performed and the continuation of the failure for a period of thirty (30) days after notice from Tenant to Landlord specifying the nature of the failure; provided that if the default involved is curable but not within thirty (30) days, then so long as Landlord shall commence the cure involved within such thirty (30) day period after notice and thereafter diligently pursue completing the cure, the time within which such cure must be completed shall be extended for the period necessary to complete the cure.

Section 25.05 Remedies on Landlord Default. Upon a Landlord Event of Default, Landlord and Tenant shall engage in negotiation under Section 24.02 and, if necessary, mediation under Section 24.03, and, if such negotiation and mediation are unsuccessful Tenant shall have the following remedies:

(a) pursue an action for specific performance of Landlord's obligations under this Lease;

(b) pursue an action for any and all actual damages incurred by or asserted against Tenant as a result of Landlord's Event of Default, as may be permitted by law; and

(c) exercise or pursue any other remedy or cause of action permitted under this Agreement or available at law or in equity to recover actual damages suffered by Tenant as a result of Landlord's Event of Default and/or seek specific performance of this Lease.

Section 25.06 Payments. If Tenant fails to make any payment due under this Lease in full when due, that portion of the payment that remains unpaid shall bear interest at the Default Rate.

Section 25.07 No Termination of Agreement During Pendency of Negotiation or Mediation. So long as the parties are engaged in good faith in negotiation under Section 24.02 or mediation under Section 24.03, no notice of termination or threatened termination of this Lease may be given by any party seeking to enforce remedies for a default under this Lease.

Section 25.08 Rights and Remedies Cumulative. Except as expressly designated as an exclusive remedy, no right or remedy contained herein is intended to be exclusive of any other right or remedy provided herein or by law, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

Section 25.09 Consequential Damages. Notwithstanding anything to the contrary contained herein, Landlord and Tenant hereby agree that neither shall seek consequential damages, punitive damages, treble or other multiple damages, and damages for lost opportunity or lost profits for claims, disputes, or other matters arising out of or relating to this Lease (collectively, “**Consequential Damages**”).

ARTICLE 26

EARLY TERMINATION OPTIONS

(a) Early Termination Options. Landlord shall have the option to terminate this Lease on the 10th anniversary date of the Rent Commencement Date, and thereafter every five (5) years, upon (i) two (2) year’s prior written notice to Tenant and (ii) payment of the Early Termination Fee. Upon termination of this Lease, the Improvements, the Personal Property, and all additions, alternations and improvements thereto or replacements thereof shall be deemed to be the property of Landlord as provided in Article 15 of this Lease. “**Early Termination Fee**” shall mean an amount equal to the net present value of Estimated Annual Net Income for the remaining part of the Term with residual value of the Improvements of zero dollars (\$0.00), calculated utilizing a seven and a quarter percent (7.25%) discount rate minus the Replacement Reserve Allocation Excess. A further illustration of the method for calculating the Early Termination Fee is set forth in the Financial Model.

(b) “**Estimated Annual Net Incomes**” shall mean the expected Net Income of Tenant each year for the remaining part of the Term calculated based on the average rate of increase of Tenant’s Net Income for the five (5) years preceding the determination of the Early Termination Fee, or the corresponding proforma amount if the Lease is terminated prior to the 5<sup>th</sup> year (the “**Estimated Net Income Percentage Increase Rate**”); provided that for purposes of calculating Estimated Net Income, the Estimated Net Income Percentage Increase Rate shall not be less than three percent (3%) and shall not be greater than nine percent (9%).

(c) In the event of an assignment of this Lease to a Qualified Assignee, the Early Termination Fee shall be equal to the consideration set forth in the Bona Fide Offer.

ARTICLE 27

MISCELLANEOUS

Section 27.01 University Accreditation. Tenant agrees to (a) cooperate with the University in the University’s accreditation process and (b) take all actions and do all things necessary to ensure that its possession, use, operation and management of the Premises does not negatively affect the University’s accreditation.

Section 27.02 Approvals. Tenant, at its sole expense, shall take all actions and do all things necessary to obtain, and shall make and diligently prosecute applications for all approvals, from all governmental or administrative agencies or regulatory bodies having jurisdiction, for the construction and operation of the Improvements upon the Land, including, without limitation, all site plan approvals, zoning variances, easement and franchise agreements, building permits,

certificates of occupancy, and all applications for licenses, permits and permission to construct and maintain all on-site and off-site Improvements, curbcuts, and utility lines and services. Landlord shall reasonably cooperate with Tenant in such applications and appeals, if any, without expense to Landlord, provided the approvals sought are consistent with the provisions of this Lease.

Section 27.03 No Representations Regarding Use Regulations. No representation, statement, or warranty, express or implied, has been made by Landlord as to the condition of the Land, or its permitted use under applicable zoning, building, land use and similar laws, ordinances and regulations (“**Use Regulations**”). Tenant assumes all responsibility for compliance with the Use Regulations, and Landlord shall have no liability or responsibility for any defect in the Land or for any limitations upon the use of the Land.

Section 27.04 Conditions Precedent. The effectiveness of this Lease shall be subject to the approval of the Idaho State Board of Education and any additional consents or approvals required by legislation and regulations governing Landlord.

Section 27.05 Force Majeure. Neither Landlord nor Tenant shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Lease, for any failure or delay in fulfilling or performing any term of this Lease, when and to the extent such failure or delay is caused by or results from Force Majeure. For purposes of this Agreement, Force Majeure means any event or condition beyond the reasonable control of a party which, despite its reasonable efforts to prevent, avoid, delay or mitigate, prevents, impacts or delays a party from performing its obligations under this Lease. Force Majeure includes, but is not limited to: (a) acts of God; (b) flood, fire, hurricane, earthquake or unusually severe weather; (c) epidemic or quarantine; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, explosion, riot or other civil unrest; (e) government order or law; (f) actions, embargoes or blockades in effect on or after the date of this Agreement; (g) action by any governmental authority; (h) national or regional emergency; (i) strikes, labor stoppages or slowdowns or other industrial disturbances; (j) shortage of adequate power or transportation facilities; (k) significant and severe change in the economic condition of a party related to market forces or unforeseen loss of government funding beyond the control of such party and not proximately related to such party’s own actions; (l) significant increases in the price of construction labor and materials prior to commencement of the Project that are greater than the average annual increases in the last ten years; (m) failures in the banking and financial systems of the United States; and (n) other events beyond the reasonable control of the party impacted by the Force Majeure Event (the “**Impacted Party**”). The Impacted Party shall give notice as soon as practicable but in any event, within ten (10) business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. Force Majeure events shall not excuse Tenant from the prompt payment of Rent as required under this Lease.

Section 27.06 Relationship of the Parties. This Lease shall not be deemed or construed to create or establish any partnership or joint venture or similar relationship or arrangement between the parties.

Section 27.07 Authorized Representatives. Tenant hereby appoints the following as its respective Authorized Representatives during Development of the Project: Thomas Trubiana and Steven Schnoor, and for the Management of the Facilities, Christine D. Richards, each of whom may act individually, and such other persons as may be appointed in writing by them from time to time and with prior written notice of such appointment provided to Landlord. Landlord hereby appoints Mike Sumpter, Director of Facilities, Operations and Maintenance as its Construction Coordination Authorized Representative and such other individual as may be appointed by Landlord from time to time.

Section 27.08 Notices. Any notice, request or other communication given or made hereunder (“**Notice**”) shall be in writing and sent by either of the parties or their respective attorneys by any of the following means: (i) by registered or certified mail, return receipt requested, postage prepaid, (ii) by personal delivery, (iii) by recognized overnight delivery service for overnight delivery or (iv) by facsimile or e-mail, provided, however, that notice by facsimile or e-mail shall be promptly supplemented by delivery of notice as provided in (iii) above. Any such Notice shall be addressed to the other party at the mailing addresses, facsimile numbers or e-mail addresses set forth below, or to such other mailing addresses, facsimile numbers or e-mail addresses for each party as each party may hereafter designate by Notice given to the other party pursuant to this Section:

To Landlord/University:

Boise State University  
Office of General Counsel  
Attention: Kevin Satterlee  
1910 University Dr.  
Boise, ID 83725-1002

With a Copy to:

Boise State University  
Real Estate Services  
Attention: Jared Everett  
1910 University Dr.  
Boise, ID 83725-1247

To Tenant:

Education Realty Trust, Inc.  
999 South Shady Grove Road, Suite 600  
Memphis, Tennessee 38120  
Attention: President and General Counsel  
Telephone: (901) 259-2500  
Facsimile: (901) 259-2594

With a copy to (which shall not constitute Notice):

Martin, Tate, Morrow & Marston, P.C.  
6410 Poplar Avenue, Suite 1000

Memphis, Tennessee 38119  
Attention: Clayton C. Purdom  
Telephone: 901-522-9000  
Facsimile: 901-527-3746  
Email: cpurdom@martintate.com

Section 27.09 Access to Records; Public Records Law. The parties hereto acknowledge that Idaho Public Records Law, Idaho Code Sections 9-337 through 9-348, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used or retained by a State agency regardless of physical form or character. Accordingly, certain Information may be public record subject to disclosure under the Idaho Public Records Law. Information Tenant considers exempt under the Public Records Law or otherwise protected by disclosure, must be marked as "exempt" or "trade secret" on **EACH PAGE** containing such information. Only those pages identified as "trade secret" or otherwise exempt from disclosure will be exempt from disclosure and the University will honor such nondisclosure to the extent permitted by law. All other pages of the proposal will be released without review. The exemption for "trade secrets" and other exemptions from the Public Records Law are limited and information will be exempt from disclosure only to the extent the content meets the definition of trade secret or other applicable exemption in the Public Records Law. Accordingly, the University cannot guarantee information marked as "trade secret" or "exempt" will be exempt from disclosure. In addition, certain documents and materials may be required to be publicly disclosed and available for the purpose of presentation to and meetings of the Idaho State Board of Education. Tenant acknowledges such Information shall be public to the extent required by applicable laws, regulations and policies of the Idaho State Board of Education and consents to disclosure of such Information.

Section 27.10 Confidentiality. Subject to Section 27.09, the parties acknowledge that the certain matters relating to this Agreement and the information related thereto, including without limitation any information relating to parties or their affiliates and all student records maintained by the University that are protected by the Family Rights and Education Privacy Act (FERPA), Idaho state law and/or University regulations, collectively (the "**Information**"), are confidential in nature. To the extent permitted by law, the parties covenant and agree to keep the Information confidential and will not (except as required by applicable law, regulation, or legal process, and only after compliance with provisions hereof), without the prior written consent of the other party, disclose any Information in any manner whatsoever; provided, however, that the Information may be revealed only to a party's key employees, legal counsel and financial advisors (collectively, "**Contract Parties**"), and each individually "**Contract Party**"), each of whom shall be informed of the confidential nature of the Information, shall agree to act in accordance with the terms hereof, and shall agree to use the Information solely for the purpose of evaluating the transaction contemplated in this Agreement. In the event that a party or Contract Parties are requested pursuant to, or required by, applicable law, regulation or legal process (collectively "**Applicable Law**") to disclose any of the Information, the applicable Contract Party shall notify the other party promptly so that such party may seek a protective order or other appropriate remedy (collectively "**Remedy**") or, in the affected party's sole discretion, such party may waive compliance with the terms hereof; provided, however, that the Remedy must be of a nature that a Contract Party's

failure to disclose the information will not place the Contract Party in violation of Applicable Law or otherwise expose the Contract Party to any liability for failure to disclose the Information as required by Applicable Law, and, provided further, that the Remedy must be secured not later than forty-eight (48) hours in advance of the deadline for disclosure of the Information in compliance with Applicable Law. In the event that no Remedy is obtained, or that the affected party waives compliance with the terms hereof, the Contract Party may furnish only that portion of the Information which it is advised by counsel is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Information. Each party shall be responsible for any breach of the covenants in this section by any Contract Party.

Section 27.11 Non-Recourse Agreement; No Recourse to State of Idaho General Fund Appropriations. No funds of the State of Idaho shall be used for any University obligation set forth in this Lease, including without limitation termination fees set forth in Article 26, or any payment or damages required of the University in case of default hereunder. In no case shall the University have any obligation or liability under this Agreement in any given year of the Term in excess of the revenues from the Project for such year (“**Annual Project Revenues**”), except for the payment of the Early Termination Fee upon termination of the Term, which may be paid by revenues from the Project escrowed for such event, general revenues of the University not otherwise encumbered, or by another third party operator of the Project, but in no case by appropriations or other funds of the State of Idaho.

Section 27.12 Interpretation. Unless otherwise specified herein: (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; (c) references to persons include their permitted successors and assigns; and (d) the headings of articles and sections contained in this Lease are inserted as a matter of convenience and shall not affect the construction of this Lease. The parties have jointly, with the advice and assistance of their respective legal counsel, participated in the negotiation and drafting of all of the terms and provisions of this Lease, and, accordingly, it is agreed that no term or provision of this Lease shall be construed in favor of or against any party by virtue of the authorship or purported authorship thereof by any party.

Section 27.13 Applicable Law. This Lease shall in all respects be governed by, and construed in accordance with the laws of the state in which the Premises are located. Venue for purposes of any actions brought under this Lease, or under any agreement or other document executed in conjunction herewith, shall be in the courts of Ada County, Idaho and the parties hereby irrevocably consent to the jurisdiction and venue of such courts.

Section 27.14 Amendment and Waiver. This Lease may be amended or changed only by written instrument duly executed by Landlord and Tenant and any alleged amendment or change which is not so documented shall not be effective as to either. The failure of either to insist in any one or more instances upon the strict performance of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.



Section 27.15 Severability. If any provision of this Lease or the application thereof to any person, entity or circumstance shall, for any reason and to any extent, be invalid or unenforceable but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties hereto as contained herein by invalidating an essential term, including but not limited to: the provision of student housing services by Tenant, the payment of Rent to the Landlord by Tenant, and the payment of the Early Termination Fee by Landlord to Tenant in the case of early termination for any reason, the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by applicable law.

Section 27.16 Entire Agreement; Further Assurances. This Lease sets forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant with regard to the matters set forth herein, including, but not limited to, the financial obligations relating thereto, and there are no covenants promises, agreements, conditions, or understandings, either oral or written between them as to these matters, other than as are set forth herein. The recitals, schedules and exhibits attached hereto or referred to herein are hereby incorporated herein and made a part hereof. At any time or times after the date hereof, each party shall execute, have acknowledged, and delivered to the others any and all instruments, and take any and all other actions, as the other parties may reasonably request to effectuate the transactions described herein.

Section 27.17 Multiple Counterparts. This Lease may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

Section 27.18 Successors and Assigns. This Lease shall be binding on, and shall inure to the benefit of, the parties hereto and the parties' respective permitted successors and assigns.

Section 27.19 No Third Party Beneficiaries. Nothing in this Lease shall be construed to permit anyone other than Landlord and Tenant and their respective successors and permitted assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third party beneficiary or otherwise) on account of any nonperformance or performance hereunder.

22.20 No Personal Liability. No officer, official, employee, agent or representative of either party shall be personally liable to the other party or any successor in interest, in the event of any default or breach by the party for any amount which may become due to the other party or any successor in interest, or on any obligation incurred under the terms of this Lease.

22.21 Officials, Agents and Employees of State of Idaho Not Personally Liable. It is agreed by and between the parties that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement contained in this Lease, express or implied, nor for any statement, representation or warranty made in or in any way connected with this Lease Agreement or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho shall have any personal liability or responsibility under this Lease Agreement, and the sole responsibility and liability for the performance of this Lease Agreement and all of the provisions and covenants contained in this Lease Agreement shall rest in and be vested with the Landlord.

Section 27.20 Nondiscrimination. Tenant hereby agrees to perform all of its obligations related to this Lease without discrimination on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and to comply with all relevant sections of: Title VI of the Civil Rights Act of 1964, as amended;; and The Age Discrimination Act of 1975; and to comply with pertinent amendments to these acts made during the term of this Lease Agreement. Tenant further agrees to comply with all pertinent parts of federal rules and regulations implementing these acts. Tenant hereby agrees to provide equal employment opportunity in employment and not to discriminate on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and covered veteran status to the extent required by applicable law.

Section 27.21 Construction or Renovation of Buildings. All buildings owned or maintained by any State government agency or entity, or which are constructed or renovated specifically for use or occupancy by any such agency or entity shall conform to all existing state codes, including but not restricted to, the Idaho General Safety and Health Standards, the International Building Code, the International Mechanical Code and the International Fire Code. If any conflict arises between applicable codes, the more stringent code shall take precedence. Prior to construction or remodeling of such buildings, where appropriate, construction plans shall be reviewed and approved by the Division of Building Safety, the State Fire Marshal's Office and the Permanent Building Fund Advisory Council.

Section 27.22 Long Term Energy Costs. Long-term energy costs, including seasonal and peaking demands upon the suppliers of energy, are to be a major consideration in the construction of the Improvements. Special attention shall include energy conservation considerations including: (i) Chapter 13 of the International Building Code, 2000 Edition; (ii) use of alternative energy sources; (iii) energy management systems and controls to include effective means to monitor and maintain systems at optimal operations; and (iv) "state-of-the-art" systems and equipment to conserve energy economically.

Section 27.23 Non-Smoking Buildings. All Improvements shall be designated as "non-smoking" except for custodial care and full-time residential facilities. The policy governing custodial care and full-time residential facilities may be determined by the directors of such facilities.

Section 27.24 Utility Information. Tenant agrees to provide Tenant with ongoing permission to access the utility information of the building to determine the amount of electricity and heating fuel consumed within the Premises. If Landlord is not able to access this information directly from the utility companies, Tenant agrees to furnish said information to Landlord upon request on a calendar year basis.

Section 27.25 Indoor Air Quality. Tenant agrees to develop and maintain an indoor air quality management program and to maintain it in conjunction with all construction projects in the Premises as well as on all ongoing maintenance and repairs of the Premises. Said program shall optimize and document the use of air quality compliant materials inside the Improvements to reduce the emissions from materials used in the Improvements. Ongoing indoor air quality requires the use of low or no VOC paints, solvents, adhesives, furniture and fabrics. VOC and chemical component limits shall not exceed Green Seal's Standard GS-11 requirements. Paints

used on site shall be low VOC and are to be brush-applied only, spray painting is not allowed on the interior of the Building. Carpet must meet the requirements of the CRI Green Label Plus Carpet Testing Program. Carpet cushion must meet the requirements of the CRI Green Label Testing Program. Composite panels and agrifiber products must not contain added urea-formaldehyde resins. Laminate adhesives used to fabricate on-site and shop applied assemblies containing these laminate adhesives must contain no urea-formaldehyde.

Section 27.26 Certificates. As an accommodation to each other, each party shall, without charge, by written instrument duly executed and acknowledged, certify to any person, firm or corporation seeking certification of the following matters:

- (a) that this Lease has not been amended, or if it has, the substance of the amendment;
- (b) whether the Lease is in full force and effect;
- (c) the existence of any default, set-off, counterclaim, defense or Dispute Resolution regarding the resolution of any alleged default on the part of the other party;
- (d) the commencement of this Lease and the Term;
- (e) the dates to which Rent has been paid; and
- (f) any other matters that may reasonably be requested.

The certificate may be relied upon by the party requesting it and any other person, firm or corporation to whom by the terms of the certificate it may be exhibited or delivered, and the contents of the certificate shall be binding on the party which executed it.

Section 27.27 Short Form of Lease. The parties will, at the request of either one, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of Lease, setting forth a description of the Premises, the terms of this Lease and any other portions of the Lease, except the rental provisions, as either party may request. Tenant will pay all costs of recordation of any short form of lease.

Section 27.28 No Broker. The parties warrant and represent to each other that no real estate broker or agent was instrumental or in any way responsible in bringing about this Lease. Each party shall be responsible for any fees or compensation due any broker or agent engaged by such party.

Section 27.29 Time is of the Essence. Time is of the essence in this Lease and the performance of all obligations under this Lease.

Section 27.30 Guarantee. The performance of Tenant's covenants and obligations under this Lease shall be guaranteed by Guarantor in accordance with the guaranty by Tenant in favor of Landlord, which shall be executed simultaneously with the execution of this Lease (the "**Guaranty**"). Guarantor shall maintain sufficient assets to fulfill its obligations under the Guaranty and if it does not, then Landlord may require Tenant to provide an additional or substitute

guarantor of the Lease. All references to the Guarantor of this Lease shall also refer to any additional or substitute Guarantor, as applicable.

Section 27.31 Laws and Regulations Cited in Lease. With respect to any law or regulation cited in this Lease, the citation shall refer to the law or regulation as it may be amended from time to time, or any successor laws or regulations as the same may be renumbered or renamed from time to time.

REIT Status. Landlord recognize that Tenant is owned directly or indirectly by a real estate investment trust (“**REIT**”) and that such REIT must comply with a number of restrictions under the Internal Revenue Code (the “**Code**”) to maintain its status as a REIT under Section 856 of the Code. Landlord agrees that Tenant will operate in a manner that will permit it to comply with all of the requirements necessary to enable the Tenant Parties to qualify as a REIT for U.S. federal income tax purposes. Landlord agrees that it shall not take any action which would cause any of the income derived by Tenant to fail to qualify as “rents from real properties” or as other qualifying income under Section 856(c)(2) of the Code without the express written approval of Tenant.

## ARTICLE 28

### REPRESENTATIONS AND WARRANTIES

#### Section 28.01 Representations and Warranties of Tenant.

(a) Tenant represents and warrants to Landlord that (i) Tenant is a limited liability company validly existing and in good standing under the laws of the State of Delaware, duly qualified and in good standing under the laws of the state in which the Premises is located, and has all requisite power and authority to carry on its business as now conducted and to execute, deliver and perform this Lease; (ii) the execution, delivery and performance of this Lease is within its power, has been authorized by all necessary action and does not contravene any provision of its certificate formation and operating agreement in effect on the date hereof; (iii) this Lease has been duly executed and delivered by an authorized person of Tenant; (iv) this Lease, assuming that it has been duly and validly executed and delivered by Landlord, is the valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, subject to general equitable principles and applicable provisions of law related to bankruptcy, insolvency and creditors’ rights generally; (v) the execution, delivery and performance by Tenant of this Lease does not conflict with or result in a breach of any of the provisions of, or constitute a default under, any bond, note or other evidence of indebtedness, indenture, mortgage, deed of trust, loan agreement or similar instrument, any lease or any other material agreement or contract by which Tenant, its activities or property is bound or any applicable law or order, rule or regulation of the court or governmental authority having jurisdiction over Tenant, its activities or property; (vi) as of the Rent Commencement Date, neither Tenant nor, to the knowledge of Tenant, Parent or Guarantor, has any current plans, or is party to any discussions, which would relate to or would result in (A) a Change of Control of Tenant, Parent or Guarantor, (B) the assignment or sublease of this Lease or (C) a sale or transfer of all or substantially all of the assets of Tenant, Parent or Guarantor; (vii) there are no lawsuits, claims, suits, or legal, administrative or other proceedings or investigations,

civil or criminal, pending or, to Tenant's knowledge, threatened against or affecting Tenant, nor to Tenant's knowledge, is there any basis for any of the same; and there is no action, suit or legal, administrative or other proceeding pending or, to Tenant's knowledge, threatened which questions the legality or propriety of the transactions contemplated by this Lease; and (viii) no order, permission, consent, approval, license, authorization, registration or filing by or with any governmental authority having jurisdiction over Tenant, its activities or property is required for the execution, delivery or performance by Tenant of this Lease.

Section 28.02 Representations and Warranties of Landlord. Landlord represents and warrants to Tenant that (i) it is an agency and instrumentality of the State of Idaho is qualified to transact business in Boise, Idaho, and has all requisite power and authority to carry on its business as now conducted and to execute, deliver and perform this Lease; (ii) the execution, delivery and performance by Landlord of this Lease is within its power, has been authorized by all necessary action and does not contravene any provision of its governing documents or legislative authority, as in effect on the date hereof; (iii) this Lease has been duly executed and delivered by an authorized person of Landlord; (iv) this Lease, assuming that it has been duly and validly executed and delivered by Tenant, is the valid and binding obligation of Landlord, enforceable against Landlord in accordance with its terms, subject to general equitable principles and applicable provisions of law related to public entities, bankruptcy, insolvency and creditors' rights generally; (v) the execution, delivery and performance by Landlord of this Lease do not conflict with or result in a breach of any of the provisions of, or constitute a default under, any bond, note or other evidence of indebtedness, indenture, mortgage, deed of trust, loan agreement or similar instrument, any lease or any other material agreement or contract by which Landlord, its activities or property is bound or, in the good faith belief of Landlord, and excluding any provisions of this Lease that are limited by the extent to which they are permitted by Law, for which Landlord makes no representation or warranty, any applicable law or order, rule or regulation of the court or governmental authority having jurisdiction over Landlord, its activities or property; and (vi) no order, permission, consent, approval, license, authorization, registration or filing by or with any governmental authority having jurisdiction over Landlord, its activities or property is required for the execution, delivery or performance by Landlord of this Lease.

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SIGNATURE PAGE TO GROUND LEASE AGREEMENT BETWEEN BOISE STATE  
UNIVERSITY AND EDR BOISE LLC DATED \_\_\_\_\_, 2015

IN WITNESS WHEREOF, each of the Parties hereto has executed this Lease  
effective as of the day and year first set forth above.

**LANDLORD**

BOISE STATE UNIVERSITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENANT**

EDR BOISE LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**

Legal Description of the Land

[To be provided]

**Exhibit A-1**

Legal Description of Adjacent Land

[To be provided]



**Exhibit B**

Conceptual Drawings

[To be provided as drawings agreed upon by the parties]

**Exhibit C**

Easement Areas

[To be provided as drawings agreed upon by the parties]

**Exhibit D**

Temporary Construction Easement Area

[To be provided as drawings agreed upon by the parties]

**Exhibit E**

Development Budget

[To be provided and agreed upon by the parties]

**Exhibit F**

Prohibited Commercial Uses

Without the prior written consent of the Landlord, no portion of the Premises shall be used for:

- overnight public accommodations (except to Permitted Residents)
- Community outreach organizations primarily serving non university individuals with previous criminal convictions and or mental health concerns
- retail operation as would be in violation of local business zoning standards in and adjacent to residential spaces and living quarters.
- public policy advocacy organizations (other than those composed solely of University students and/or faculty)
- political parties or campaign operations (other than those related solely to University student campaigns)
- pawn shops
- nude or semi-nude dance halls; adult bookstores; or retail operations principally featuring sexually explicit materials or services for purchase
- head shop or drug paraphernalia sales operations
- package liquor sales or sales by the drink
- tobacco sales or use operations
- religious bookstores and or specific faith advocacy operations or any operation that may reasonably be viewed as a cult in nature (except meetings of University student faith based organizations)
- illegal operations or use
- gambling operations including but not limited to: slots; card games of chance; off track horse race betting parlors or bingo
- video and/or digital computer gaming retail sales or retail operations that feature adult restricted games and/or what would be reasonably perceived as excessively or gratuitously violent and/or sexual games.
- retail operation that principally retails or wholesales non medicinal ingestible materials (liquids; pills; supplements and stimulants) that can be reasonably considered to carry health risks due to usage.
- health care providing or associated facilities
- “sub leases” to entities or operations specifically excluded under this listing or other terms of the Lease
- educational material sales which would violate student or faculty ethical standards of the University
- sales of products governed by university pouring contracts or other single vendor agreements that Tenant is bound to under the terms of the Lease
- retail operations that are principally designed to encourage acquisition of credit cards or promote other credit applications
- cafeteria (except as permitted by the Lease)
- a theatre, a bowling alley, a health spa or a fitness center (except that “movie nights” for Permitted Residents are permitted and a fitness center exclusively serving the Permitted Residents for no additional charge)
- billiard parlor open to the public
- night club, dance hall or similar place of recreation or amusement
- business serving or selling alcoholic beverages except as permitted by the Lease
- business whose major source of business is derived from the cashing of checks or making loans
- grocery store or supermarket, a wholesale club operation, a discount store, or a fuel station or fuel station/convenience store
- textbook retail or wholesale store
- tattoo shop
- car wash or automotive repair
- employment agency for day labor

- mortuary or cremation
- newspaper or magazine printing, except editorial and administrative offices or retail copying and printing services
- dependent care center
- public bath
- blood bank and blood plasma center
- second-hand/used merchandise sales (except upscale consignment targeted towards University students)
- self-service laundry (except laundry facilities primarily for the use of Permitted Residents are permitted)
- public storage garages or facilities
- pharmacy
- any use which directly competes with the University's then existing retail or commercial enterprises
- no other educational use except as permitted by the University

**Exhibit F**

Applicable University Policies

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OPERATING  
BETWEEN AGREEMENT  
BOISE STATE UNIVERSITY  
AND  
EDR BOISE LLC  
DATED \_\_\_\_\_, 2015

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[to be completed]

THIS OPERATING AGREEMENT (“**Agreement**”) is made \_\_\_\_\_, 2015 between the IDAHO STATE BOARD OF EDUCATION BY AND THROUGH BOISE STATE UNIVERSITY, a State of Idaho public institution of higher education (“**Landlord**” or the “**University**”) and EDR BOISE LLC, a Delaware limited liability company (“**Tenant**”), a Delaware limited liability company.

### RECITALS

A. On \_\_\_\_\_, 2015, the Landlord and Tenant entered into that certain Lease of the Premises, as it may be amended, restated, supplemented, replaced or extended relating to the construction, use, possession, operation and management of a co-ed student housing facility to be known as “\_\_\_\_\_”.

B. On \_\_\_\_\_, 2015, the Landlord and Tenant also entered into an easement agreement allowing Tenant to construct and operate geothermal wells, pipes, lines, mains and conduits necessary for the operation of a geothermal heating and cooling system for the Premises on nearby University land (the “**Geothermal Easement**”).

C. Also concurrently with the execution of this Agreement, Guarantor has agreed to guarantee the covenants and obligations of Tenant under the Lease, the Geothermal Easement and this Agreement pursuant to a Guaranty dated as of the date hereof, by Guarantor in favor of the University (as amended, restated, modified or otherwise supplemented from time to time, the “**Guaranty**” and together with the Leases, Geothermal Easement, and any other agreements between the University and Tenant related to the Lease, collectively, the “**Related Agreements**”).

D. The University shall continue to operate the existing and future undergraduate residence halls located on its campus that are not developed pursuant to the Lease or otherwise by Tenant (such existing facilities, the “**University Facilities**”). The Premises and the University Facilities, comprise the “**On-Campus Student Housing**”.

E. All terms used herein but not defined shall have the meanings given to such terms in the Lease. In the event of any conflict between this Agreement and the Lease, the Lease shall be the controlling document.

### AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth by each party to be kept and performed, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by each party hereto, the University and Tenant hereby agree as follows with the intent to be legally bound.

ARTICLE 1

TERM

The term of this Agreement shall be coterminous with the Lease. This Agreement may not be terminated except upon a termination of the Lease in accordance with the terms of the Lease.

ARTICLE 2

MANAGEMENT OF THE PREMISES

Section 2.01 Tenant's Management Discretion. Except as otherwise set forth in this Lease, Landlord agrees that so long as Tenant is acting in a good faith and a reasonable manner in the best interests of the operation of the Premises in accordance with the terms of this Lease and applicable University Policies, it shall not interfere with Tenant's decisions with respect to the enforcement of Permitted Leases, the operation of the Premises, and the determination of rental rates for the Premises.

Section 2.02 Advisory Committee. An advisory committee consisting of two (2) executives of Landlord and three (3) executives of Tenant will meet on a semi-annual basis to review the operations of the Premises and discuss the performance of the Premises, University activities affecting the Premises or Permitted Residents and any outstanding concerns of either Landlord or Tenant. The role of the Advisory Committee is to provide informed guidance on issues related to the parties and the Premises. The Advisory Committee shall also serve as the venue for negotiation in the first step of the formal dispute resolution process set forth in The Lease. The Advisory Committee should include individuals with decision making authority for their organization and persons who possess the background and skills to evaluate and make recommendations regarding the operation of the Premises.

Section 2.03 Management Agreement. Landlord agrees that the Premises may be operated for the purposes described in this Agreement under the terms of a management agreement not inconsistent with the terms of this Agreement and the Lease, under which a management company affiliated with, controlled by or under common control of the Tenant Parties (the "**Manager**") manages and operates the Premises for and on behalf of Tenant for a management fee equal to three percent (3%) of the Gross Revenue.

Section 2.04 Commercial Tenant Rent. Tenant shall determine the rental rates for the Commercial Tenants in a manner that takes into account the best interests of the Project and does not conflict with existing contracts between the University and such Commercial Tenant.

Section 2.05 Permitted Resident Rent. Tenant shall determine the rental rates for the Permitted Residents as set forth herein (the "**Resident Rent Rate**"). Landlord shall have the right to approve the initial Resident Rent Rate for the first year that the Premises are occupied, such approval not to be unreasonably withheld, conditioned or delayed. Thereafter, Tenant will determine the Resident Rent Rate acting in a good faith and a reasonable manner in the best

interests of the operation of the Premises in accordance with the terms of this Lease. The annual rate increases for the Resident Housing Fees may not increase by more than the greater of (a) four percent (4%) per year over the prior academic year's Resident Housing Fees; (b) the CPI Percentage Increase; and (c) the rate of increase at the University's other on-campus housing. In the event that Tenant unable or unwilling to implement a Resident Housing Fee increase equal to the maximum amount permitted in a given Fiscal Year, Tenant shall be permitted to increase the Resident Housing Fees in subsequent years in order to match the actual Resident Housing Fees to the Resident Housing Fees that would have resulted if Tenant had increased the Resident Housing Fees each year by the maximum amount permitted (a "**Resident Housing Fee Increase Catch-Up**"); provided that the amount of a Resident Housing Fee Increase Catch-Up in any given year shall not exceed six percent (6%) over the prior academic year's Resident Housing Fees.

Section 2.06 If Tenant determines a need for housing fee increases higher than permitted in Section 2.05 due to extraordinary increases in operating expenses, including but not limited to utilities and taxes or other circumstances reasonably deemed by Tenant to warrant an increase in the Resident Housing Fees, the Advisory Committee shall meet to consider such extraordinary increase in the Resident Rent Rate.

Section 2.07 In the event a dispute arises over whether Tenant has made such decisions in a good faith and reasonable manner in the best interests of the operation of the Premises in accordance with the terms of this Lease, the Advisory Committee shall meet and Tenant shall provide evidence to support such rental rate including, for illustrative purposes only, factors such as rates at other comparable universities including other facilities owned or managed by Tenant or Guarantor, local student housing market comparisons, actual financial performance of the Project compared to original financial projections and/or such other objective criteria upon which such rate is based.

Section 2.08 Permitted Leases. Residential Residents shall occupy the Premises pursuant to a written lease in the form agreed upon by Landlord and Tenant (the "**Permitted Residential Leases**"). Commercial Tenants shall occupy the Premises pursuant to a written lease, license or sublease as negotiated by Tenant and approved by Landlord (each, a "**Permitted Commercial Lease**" and together with the Permitted Residential Leases, the "**Permitted Leases**").

Section 2.09 Leasing.

(a) Coordination. The University and the Tenant agree to coordinate the leasing process for the Premises so as to provide all residents of the University's on-campus student housing with a seamless, uniform application and leasing experience. Students will pay the same application fees, security deposits and other fees assessed to on-campus student residents. In connection therewith, the University and Tenant will align their calendars with regard to the operation of the Premises and interaction with students.

(b) Availability. Tenant will identify and allocate rooms in the Premises to the Permitted Residents. Tenant will make the Premises available for housing Residential Residents

during the University's Academic Year and at Tenant's discretion, make the Premises available for rent to Residential Residents during the remaining months of the calendar year.

(c) Applications. The University shall administer and process all applications from potential residents of the Premises along with the other on-campus housing facilities and forward to Tenant all applications for the Premises. The University and Tenant shall require all potential residents to apply for housing by completing the University's standard housing application. Any application fees paid by Permitted Residents shall be included in the Gross Revenue and shall be an amount that is reasonable in comparison to other University fees and not so onerous as to discourage residence at the Premises.

(d) Room Assignments. The University and Tenant will jointly process and coordinate all room assignments for the Premises using the roommate matching program used by the University or otherwise approved by the University. Tenant will have access to the University's assignment software and Tenant will pay any costs associated with required licenses for the use of same.

(e) Student Rent Collection.

(i) The University agrees to collect all housing charges billed (A) by the Tenant to the Student Residents, including rent, fees, damage reimbursement and all other charges (the "**Student Resident Rent**") and (B) by the University to the residents of the University Facilities. The University shall bill Student Residents of the Tenant Facilities and residents of the University Facilities in the same manner, and the Tenants shall direct all residents of the On-Campus Housing to remit payment for Student Resident Rent directly to the University. The University, in accordance with its customary practices and procedures, shall collect all payments made on each Student Resident's account, including funds received from third party sources that are applicable to the payment of Student Resident Rent including, but not limited to, scholarships, financial aid, grants, student loans, stipends or GI bill benefits ("**Student Resident Rent Funds**").

(ii) The University will provide Tenant visibility as to the available Student Resident Rent Funds in the form of read-only online access to the Student Resident account balances so that Tenant has access to the status of collection of Student Resident Rent Funds at all times. The University agrees to use its reasonable best efforts to keep its systems updated in a timely manner so that the information reviewed by the Tenants reflects the most up to date collection information feasibly available.

(iii) On a weekly basis (the "**Payment Date**"), the University will deliver to Tenant by ACH transfer all Student Resident Rent Funds collected, with a roster supporting the payment and detailing any delayed payments that the University is aware of that are to be made on behalf of the student towards his or her Student Resident Rent. The University will also deliver to Tenant, by the fifth (5th) University Business Day of each month, a settlement statement containing monthly period-end reconciliation to balance with period close from the University's financial system. Tenant acknowledges and agrees that all payments made by a Student Resident to the University Bursar's Office shall be allocated to the Student

Resident's account in the following priority: (a) to unpaid tuition fees, whether owing for a prior semester or for an upcoming semester; (b) to unpaid mandatory student academic fees and other mandatory fees required for enrollment by any student at the University; (c) to Gross Revenue of the Premises; (d) to dining fees and related charges; and (e) to any other charges. For purposes of this Agreement, the term "**University Business Day**" means a normal University business day, not including Saturday, Sunday, any holiday observed by the University employee holiday, or any day on which the University is closed for any reason.

(iv) Tenant assumes all risk for non-payment by Permitted Residents. Tenant acknowledges that, so long as the University complies with its obligations to disburse Student Resident Rent Funds by the Payment Date and otherwise complies with this Section 2.09(e), Tenant shall have no recourse against the University for the failure of a Student Resident to pay rent when due and Tenant's sole recourse in the event of nonpayment of Student Resident Rent owed by a Student Resident under a Permitted Residential Lease shall be to proceed directly against the Student Resident as permitted by the terms of the Permitted Residential Lease, which shall contain provisions for eviction for nonpayment and other lease defaults. The failure of a student to pay sums due under a Permitted Residential Lease shall be a violation of the student code of conduct, entitling the University to set forth appropriate disciplinary procedures which shall include withholding access to grades and records until such sums are paid in full. Tenant may undertake such efforts as it deems appropriate to collect any unpaid Student Resident Rent, provided that any such efforts must be undertaken in the name of Tenant and not in the name of the University. Tenant may not, directly or indirectly, represent that any amount is owed to the University or that it is collecting any amount on behalf of or for the University. Without limiting any other indemnity provision herein, Tenant agrees to indemnify and hold harmless Landlord against any claim, loss, expense or damage incurred or suffered by the Landlord as a result of Tenant's collection efforts.

Section 2.10 Life, Safety and Fire Protection.

(a) Jurisdiction. The Premises shall be served by the Boise State University Campus Security & Police Services ("**University PD**") and the Boise Fire Department (the "**Fire Department**").

(b) Access. Tenant shall provide access to the Premises to the University PD and the municipal or county police force, as applicable (the "**Police Department**") and the Fire Department that is reasonable under the circumstances of the requested entry, including access to the public areas of the Premises at all times and access to areas leased to Permitted Tenants when needed to protect the safety or security of life or property. Tenant agrees to coordinate with the University PD, Police Department and Fire Department in the installation of a rapid entry system (e.g., a Knox-Box system) at the Premises.

(c) Inspections. The Fire Department shall be permitted to perform inspections of the Premises as provided under applicable law (including, but not limited to, applicable building and fire codes and the University's fire and life safety regulations, including codes or regulations promulgated by the Fire Department). Without limiting the generality of the foregoing, the Fire Department shall be permitted to (i) perform regular on-site inspections of the

Premises to assure compliance with applicable law during regular business hours and with reasonable advance notice to Tenant, except in the case of an emergency and (ii) observe and participate in routine, pre-announced fire drills conducted at the Premises by Tenant.

(d) Alarms. Tenant agrees to notify, or instruct its third party alarm operator to notify, the University PD in the event that a fire alarm is activated at the Premises in response to which the Fire Department is alerted to the alarm. Such notice shall be provided to the University PD contemporaneously with the notice provided to the Fire Department.

(e) 911 Databases. The University shall assist Tenant in coordinating the correct address for the Premises. Tenant shall be responsible for placing the address for the Premises in the proper 911 databases, and shall notify the University promptly after such placement has been completed.

(f) Video Security Measures. Tenant will cooperate with the University in keeping the campus and the Premises safe and secure, which cooperation shall include, but not be limited to, taking the following actions: (i) installing and maintaining cameras or other security devices in, on or around the Premises that have been selected by the University and which are compatible with the systems used by the University to provide remote video feed of other buildings on the University's campus, so long as such systems meet Tenant's standards and the approved Project Budget; (ii) connecting such exterior cameras and devices to the University's video and security monitoring systems; and (iii) permitting the University reasonable access to all video and other data streams produced by the interior cameras and other recording devices installed at the Premises. Landlord (i) acknowledges that Tenant will not monitor any video at the Premises and (ii) agrees that the University will be responsible for any license fees associated with the University's monitoring systems.

(g) Emergency "blue light" Phones. The University and Tenant will agree on the appropriate number of emergency "blue light" phones for the Premises. Tenant is responsible for the installation, cost and upkeep of all on campus emergency "blue light" phones, regardless of their location on the Premises.

Section 2.11 Residence Life.

(a) Residence Life Functions. The University will manage and provide resident life programming for Student Residents in a manner that ensures that the Student Residents are provided all the reasonable care, support and consideration that they receive in the University's other on-campus housing facilities. The Residence Life staff may include Hall Directors, Front Desk Staff, Resident Advisors, Senior Staff or other such staff members that the University determines to be in the best interest of residence life at the Premises (the "**Residence Life Staff**"). The Residence Life Staff who reside at the Premises will enter into a Permitted Resident Lease with Tenant and pay rent in the same amount and under the same conditions as the other Student Residents of the Premises. The Residence Life Staff will cooperate with Tenant in its marketing, operation and maintenance of the Premises and shall use their best efforts to assist Tenant in maintaining the Premises in a first class manner.



(b) Meetings. Tenant will designate a representative to attend and participate in regular status meetings with the University's residence life staff and with other University staff or committees as appropriate.

(c) Code of Conduct. Tenant will require Student Residents to adhere to the University's code of student conduct including termination of a student's residency at the Premises (but not such student's remaining rent obligations) based on behavior as determined by the University's student conduct process.

Section 2.12 Marketing. The University and Tenant agree that it is in the best interest of the students of the University and the operation of the on-campus student housing that each party cooperate in good faith to coordinate the marketing of the Premises along with the other on-campus housing so that they are presented uniformly to prospective students.

(a) Joint Marketing Materials. At Tenant's request, the University will include marketing information for the Premises in the published marketing materials produced by the University for the other on-campus housing facilities (the "**On-Campus Housing Marketing Materials**"). The University and Tenant shall cooperate in good faith to determine the contents of the marketing information for the Premises included in the On-Campus Housing Marketing Materials. Tenant and the University shall agree on a budget for the portion of On-Campus Marketing Materials allocated to the Premises and Tenant shall promptly reimburse the University for any such previously approved costs that are incurred by the University.

(b) Certain Marketing Efforts. Whether the marketing materials are joint, or Tenant provides its own marketing materials, at a minimum, the University shall:

(i) permit Tenant to display brochures and sales materials in the University's housing office and wherever else the University markets on-campus housing;

(ii) send emails to current, prospective and transfer students, forwarding Tenant's marketing materials for the Premises on Tenant's behalf to the same extent that the University sends emails to current, prospective and transfer students containing marketing materials for other on-campus housing; and

(iii) the University will work with Tenant to identify appropriate summer conferences or camps to support budgeted summer revenue targets and otherwise promote summer conference and camp business at the Premises on the same basis as other on campus housing options and entitle the Premises to offer use of other on campus buildings to summer conferences and camps on the same basis as other on campus housing.

provided that, in all cases, the marketing materials and distribution method shall be approved by the University.

(c) Website Links. The University shall provide current information regarding all On-Campus Housing Marketing Materials, including the Premises, on the University's housing website, including links to a webpage for the Premises.

(d) Tours. Tenant shall cooperate in good faith with the University's Visitor Center to allow access to the interior, common spaces of the Premises as part of the tours of the University's campus conducted by the University's Visitor Center. To the extent available, during such tours Tenant shall provide access to a bedroom in the Premises for purposes of allowing prospective students of the University to view the bedrooms at the Premises. If the University requires a model unit for tours, the rent due for such model unit will be deducted from the sums payable to the University.

(e) Marketing Events. The University and Tenant shall cooperate in good faith to market the Premises during recruiting events hosted by the University at which housing options are presented to prospective students. Such events include, but are not limited to, advising conferences, merit weekends and preview nights.

(f) Non-disparagement Agreement. Tenant and the University agree that in marketing the on-campus housing, whether jointly or separately, in written materials, electronic or website communications, at Premises tours, marketing events, or otherwise, the University and Tenant shall not, and shall cause their respective employees and agents to not, disparage or otherwise negatively portray any of the on-campus housing options.

Section 2.13 Student Amenities. Student Residents shall have the same access as residents of other on-campus housing to amenities, including the ability to purchase parking, provided by the University, including but not limited to athletic, recreational or study spaces and the University's bus or shuttle system, which shall serve the Premises.

Section 2.14 Tenant's Employee Parking. Tenant's staff shall have the same parking privileges as are available to University employees.

Section 2.15 On-Campus Dining. The Student Residents will be required by the University or permitted to use the existing University dining services upon the same terms and conditions as the student residents of other on-campus housing.

Section 2.16 Compliance with Landlord Contracts. Tenant's use of the Premises shall strictly comply with all terms of the contracts and agreements listed on **Exhibit \_\_\_** attached hereto, as the same may be amended, extended or renewed from time to time (the "**University Vendor Contracts**"). Landlord shall be permitted to add additional contracts to **Exhibit \_\_\_** upon thirty (30) days prior written notice to Tenant; provided, however, that Tenant shall not be required to comply with (a) any future amendments to the existing University Vendor Contracts or any future University Vendor Contracts, if such future amendment or future contract would cause a materially adverse economic impact on Tenant's Net Income under this Lease, unless Tenant consents in writing to comply with such future amendment or future contract.

Section 2.17 Information Technology.

(a) Video Services. Tenant shall provide video services to the Permitted Residents utilizing satellite dish technology selected by Tenant. Video signal will be provided to the Permitted Residents via the cable plant installed in the Premises by Tenant. Tenant shall be responsible for costs associated with the cabling plant, video headend equipment and distribution services required to provide video services to the Permitted Residents. Tenant shall maintain and update the video services provided to the Permitted Residents in accordance with its obligations to maintain the Premises in a Class A Condition. The University will coordinate with Tenant so that University developed programming or designated channels are provided to the Permitted Residents on the same basis as to other students housed on campus without additional charges or fees.

(b) Provision of Bandwidth to the Tenant Facilities.

(i) Tenant, at its sole cost and expense, shall install the pathway to connect the Premises to the existing campus infrastructure to the closest point of the connection to the Premises and agreed to by the parties; provided that any portion of such installation located outside of the Premises shall follow the pathway approved by the University in its sole and absolute discretion.

(ii) The University shall provide sufficient cabling infrastructure for analog telephone services for the Premises. The University will be responsible for extending the analog cabling to the point in the Premises referred to in the Plans as the DEMARC location. At Tenant's discretion, subject to the reasonable aesthetic concerns of Landlord, Tenant may rent portions of the Premises to a telecommunications company for the purpose of installing telecommunications equipment on the roof or otherwise at the Premises with all income therefrom accruing to the Premises.

(iii) The University shall provide at each building a minimum of one gigabit per second (Gbps) of bandwidth at no cost to the Tenant for Internet access to the Premises for use by the Permitted Residents and Tenant's staff. The University shall be responsible for the cost of the installation of fiber-optic cable and necessary switching equipment and to extend the campus network to the point in the Premises referred to in the plans for the Premises as the DEMARC location.

(iv) Tenant shall provide bandwidth for Internet access throughout the Premises starting at the DMARC location for use by the Permitted Residents and the Tenant's staff or Tenant may choose to provision bandwidth from a third party provider or to purchase bandwidth through Landlord using established pricing via State contracts. Tenant shall be responsible for costs associated with fiber and cabling plant within the Premises, data headend equipment and distribution services required to provide Internet access to the Permitted Residents (including upgrades and replacements). Tenant shall also be responsible for providing all internet, wireless internet and television support services to the Permitted Residents.

(c) Information Technology Support.

(i) The University's information technology department ("University IT") and Tenant shall cooperate to mutually develop and follow procedures that provide an environment for technical support of the Internet system at the Premises to the residents.

(ii) Tenant will provide the first line support for all calls for (A) all information technology provided to the Permitted Residents at the Tenant Facilities, including Internet system, surveillance system, audio visual, and television support; and (B) and Tier Two support for the Internet system for the University Reserved Space; and any other multi-purpose space in the Premises where official course and other instruction is conducted by University faculty and personnel.

(iii) University IT personnel will provide the first line support for all technology located in (A) the University Reserved Space; and (B) any other multi-purpose space in a Tenant Facility where official course and other instruction is conducted by University faculty and personnel, but only during such times that such course or other instruction is being conducted.

(d) Information Technology Governance.

(i) University IT and the Tenant shall share information regarding student satisfaction related to technology services at the Premises. University IT and the Tenant shall cooperate to develop a mutually acceptable and consistent approach for collecting that data, which may include conducting an annual student satisfaction survey to obtain student input regarding technology service levels.

(ii) University IT and the Tenant will meet annually to assess the service level metrics for the Internet system and student satisfaction with the technology experience at the Premises.

(iii) Tenant shall be responsible for managing the resolution of alleged violations of the Digital Millennium Copyright Act ("DMCA") by Permitted Residents of the Premises. The Tenant, and any third party service-provider of the Tenant, shall cooperate with and assist University IT in the resolution of such alleged violations, and shall take appropriate actions in connection therewith, including, but not limited to, removing the internet access of a Permitted Resident against whom a DMCA violation has been alleged, and restoring the internet access of such Permitted Resident following the resolution of the alleged DMCA violation.

(e) Access Card Reader and Electronic Locks. Tenant shall install and maintain the card reader access and electronic lock technology system for unit entry locks, exterior access and any other portions of the Premises that should be secured. To the extent practicable, Tenant will coordinate card access with the University's card access system to minimize the number of cards required for access to on campus buildings.

Section 2.18 Public Relations. Tenant and the University's public relations department will cooperate with one another regarding the dissemination of information about the Premises, Tenant or the University. The University recognizes that Tenant is part of a public company with frequent reporting requirements. The University and Tenant will not intentionally disclose information known to be damaging to the other. The University and Tenant will identify to the other party any information that is sensitive, confidential or potentially damaging to it and neither party will disclose such information without consulting with the other party.

Section 2.19 Postal and Parcel Delivery Services. The University and the Tenant shall cooperate in good faith in providing postal and parcel delivery services to Permitted Residents of the Premises.

Section 2.20 Pest Control. Tenant acknowledges that pest control prevention and an immediate response in the event of infestation, particularly with respect to members of the cimicidae family, commonly referred to as bed bugs, is critical to ensuring a clean, healthy environment for Permitted Residents of the Premises. Tenant agrees to establish a qualified third party pest control contract with a contractor that is certified in handling all pests and has a record of success in handling any particular pest problem at issue in the Premises. If desired by Tenant, the University agrees to cooperate in good faith to assist Tenant in establishing an independent contract with the University's third party pest control vendor.

Section 2.21 Other Services Provided by the Tenants.

(a) Laundry Services. Laundry services shall be provided to Student Residents for the same fees, if any, as charged to other residents of on-campus student housing. In the case that students are charged for laundry services, and if desired by Tenant, the University agrees to cooperate in good faith to assist Tenant in establishing an independent contract with the University's (current or future) third party laundry vendor. Tenant agrees to use its reasonable best efforts to structure the laundry machines in the Premises to accept a Student Resident's University identification card in order to access the cash account maintained by the University on behalf of the student (the "**University ID**"). Regardless of the method of payment, all laundry fees and any other revenue or savings generated by the laundry services provided by Tenant are the property of Tenant and no portion shall be paid to the University. The University shall remit the laundry machine revenues collected through the University ID to Tenant on a quarterly basis.

(b) Beverage Machines. Tenant agrees to use its reasonable best efforts to structure the beverage machines in the Premises to accept the University ID. Regardless of the method of payment, all beverage machine fees and any other revenue or savings generated by the beverage services provided by Tenant are the property of Tenant and no portion shall be paid to the University. The University shall remit the beverage machine revenues collected through the University ID to Tenant on an annual basis.

ARTICLE 3

INDEMNITY

Section 3.01 Tenant's Indemnification of Landlord.

(a) Tenant shall defend with competent counsel, indemnify and hold harmless the University, and its trustees, officers, agents, employees and affiliated and support entities from and against any and all liabilities, obligations, losses, damages, fines, penalties, claims, demands, costs, charges and expenses, including, without limitation, reasonable fees of architects, engineers, consultants and attorneys and costs associated with administrative and judicial proceedings incurred by Landlord as a result of Tenant's breach of its obligations under this Lease, which may be imposed upon, incurred by or asserted against Landlord in connection with any of the following (collectively, the "**Claims**"):

(i) Any work done in, on or about the Premises;

(ii) Any use, non-use, possession, occupation, condition, operation, maintenance or management of the Premises, except where such claims are a result of the acts or omissions of Landlord or its agents, concessionaires, contractors, servants or employees;

(iii) Any act or omission of Tenant or any of its agents, concessionaires, contractors, servants, employees, or invitees, Landlord or its agents, concessionaires, contractors, servants or employees;

(iv) Any accident, injury or death to any person or damage to any property occurring in, on or about the Premises or the Construction Easement Areas, except resulting from the acts or omissions of Landlord or its agents, concessionaires, contractors, servants or employees; or

(v) Any failure by Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations in this Lease required by the provisions of this Lease to be complied with or performed by Tenant.

Section 3.02 Survival. The provisions of this Article shall survive the expiration or earlier termination of this Lease with respect to events, acts or omissions during Tenant's Use Period.

ARTICLE 4

DISPUTE RESOLUTION

The dispute resolution procedures in the Lease shall govern any disputes related to this Agreement.

ARTICLE 5

DEFAULT

Section 5.01 Tenant Events of Default. Any one or more of the following events shall constitute an event of default of Tenant under this Lease (a “**Tenant Event of Default**” or “**Tenant Default**”):

(a) Tenant’s failure to observe and perform any of the other terms, covenants, conditions, limitations or agreements under this Lease on Tenant’s part to be observed or performed and the continuation of the failure for a period of thirty (30) days after notice from Landlord to Tenant specifying the nature of the failure; provided that if the default involved is curable but not within thirty (30) days, then so long as Tenant shall commence the cure involved within such thirty (30) day period after notice and thereafter diligently pursue completing the cure, the time within which such cure must be completed shall be extended for the period necessary to complete the cure

Section 5.02 Chronic Default. Tenant shall be deemed in “**Chronic Default**” under this Agreement if Tenant, more than three (3) times in any twenty-four (24) month period, fails to observe and perform any other terms, covenants, conditions, limitations or agreements under this Agreement on Tenant’s part to be observed or performed (regardless of whether Tenant has timely cured). If Tenant is in Chronic Default, then Landlord shall be permitted to declare a Tenant Event of Default by providing written notice to Tenant and Tenant shall have no further cure periods for such default.

Section 5.03 Remedies on Tenant Default. The remedies for default shall be as set forth in the Lease.

ARTICLE 6

MISCELLANEOUS

Section 6.01 University Accreditation. Tenant agrees to (a) cooperate with the University in the University’s accreditation process and (b) take all actions and do all things necessary to ensure that its possession, use, operation and management of the Premises does not negatively affect the University’s accreditation.

Section 6.02 Conditions Precedent. The effectiveness of this Agreement shall be subject to the approval of the Idaho Board of Education and any additional consents or approvals required by legislation and regulations governing Landlord.

Section 6.03 Force Majeure. Neither Landlord nor Tenant shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Lease, for any failure or delay in fulfilling or performing any term of this Lease, when and to the extent such failure or delay is caused by or results from Force Majeure. For purposes of this Agreement, Force Majeure means any event or condition beyond the reasonable control of a party which, despite its

reasonable efforts to prevent, avoid, delay or mitigate, prevents, impacts or delays a party from performing its obligations under this Lease. Force Majeure includes, but is not limited to: (a) acts of God; (b) flood, fire, hurricane, earthquake or unusually severe weather; (c) epidemic or quarantine; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, explosion, riot or other civil unrest; (e) government order or law; (f) actions, embargoes or blockades in effect on or after the date of this Agreement; (g) action by any governmental authority; (h) national or regional emergency; (i) strikes, labor stoppages or slowdowns or other industrial disturbances; (j) shortage of adequate power or transportation facilities; (k) significant change in the economic condition of a party related to market forces or unforeseen loss of government funding beyond the control of such party and not proximately related to such party's own actions; (k) significant increases in the price of construction labor and materials prior to commencement of the Project that are greater than the average annual increases in the last ten years; (l) failures in the banking and financial systems of the United States; and (m) other events beyond the reasonable control of the party impacted by the Force Majeure Event (the "**Impacted Party**"). The Impacted Party shall give notice as soon as practicable but in any event, within ten (10) business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. Force Majeure events shall not excuse Tenant from the prompt payment of Rent as required under this Lease.

Section 6.04 Relationship of the Parties. This Lease shall not be deemed or construed to create or establish any partnership or joint venture or similar relationship or arrangement between the parties.

Section 6.05 Authorized Representatives. Tenant hereby appoints the following as its respective Authorized Representatives during Development of the Project: Thomas Trubiana and Steven Schnoor, and for the Management of the Facilities, Christine D. Richards, each of whom may act individually, and such other persons as may be appointed in writing by them from time to time and with prior written notice of such appointment provided to Landlord. Landlord hereby appoints \_\_\_\_\_ as its Construction Coordination Authorized Representative and such other individual as may be appointed by Landlord from time to time.

Section 6.06 Notices. Any notice, request or other communication given or made hereunder ("**Notice**") shall be in writing and sent by either of the parties or their respective attorneys by any of the following means: (i) by registered or certified mail, return receipt requested, postage prepaid, (ii) by personal delivery, (iii) by recognized overnight delivery service for overnight delivery or (iv) by facsimile or e-mail, provided, however, that notice by facsimile or e-mail shall be promptly supplemented by delivery of notice as provided in (iii) above. Any such Notice shall be addressed to the other party at the mailing addresses, facsimile numbers or e-mail addresses set forth below, or to such other mailing addresses, facsimile numbers or e-mail addresses for each party as each party may hereafter designate by Notice given to the other party pursuant to this Section:

To Landlord/University:



Boise State University  
Office of General Counsel  
Attention: Kevin Satterlee  
1910 University Dr.  
Boise, ID 83725-1002

With a Copy to:

Boise State University  
Real Estate Services  
Attention: Jared Everett  
1910 University Dr.  
Boise, ID 83725-1247

To Tenant: Education Realty Trust, Inc.  
999 South Shady Grove Road, Suite 600  
Memphis, Tennessee 38120  
Attention: President and General Counsel  
Telephone: (901) 259-2500  
Facsimile: (901) 259-2594

With a copy to (which shall not constitute Notice):

Martin, Tate, Morrow & Marston, P.C.  
6410 Poplar Avenue, Suite 1000  
Memphis, Tennessee 38119  
Attention: Clayton C. Purdom  
Telephone: 901-522-9000  
Facsimile: 901-527-3746  
Email: cpurdom@martintate.com

Section 6.07 Access to Records; Public Records Law. The parties hereto acknowledge that Idaho Public Records Law, Idaho Code Sections 9-337 through 9-348, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used or retained by a State agency regardless of physical form or character. Accordingly, certain Information may be public record subject to disclosure under the Idaho Public Records Law. Information Tenant considers exempt under the Public Records Law or otherwise protected by disclosure, must be marked as "exempt" or "trade secret" on **EACH PAGE** containing such information. Only those pages identified as "trade secret" or otherwise exempt from disclosure will be exempt from disclosure and the University will honor such nondisclosure to the extent permitted by law. All other pages of the proposal will be released without review. The exemption for "trade secrets" and other exemptions from the Public Records Law are limited and information will be exempt from disclosure only to the extent the content meets the definition of trade secret or other applicable exemption in the Public Records Law. Accordingly, the

University cannot guarantee information marked as “trade secret” or “exempt” will be exempt from disclosure. In addition, certain documents and materials may be required to be publicly disclosed and available for the purpose of presentation to and meetings of the Idaho State Board of Education. Tenant acknowledges such Information shall be public to the extent required by applicable laws, regulations and policies of the Idaho State Board of Education and consents to disclosure of such Information.

Section 6.08 Confidentiality. Subject to Section 6.01, the parties acknowledge that certain matters relating to this Agreement and the information related thereto, including without limitation any information relating to parties or their affiliates and all student records maintained by the University that are protected by the Family Rights and Education Privacy Act (FERPA), Idaho state law and/or University regulations,, collectively (the “**Information**”), are confidential in nature. To the extent permitted by law, the parties covenant and agree to keep the Information confidential and will not (except as required by applicable law, regulation, or legal process, and only after compliance with provisions hereof), without the prior written consent of the other party, disclose any Information in any manner whatsoever; provided, however, that the Information may be revealed only to a party’s key employees, legal counsel and financial advisors (collectively, “**Contract Parties**”, and each individually “**Contract Party**”), each of whom shall be informed of the confidential nature of the Information, shall agree to act in accordance with the terms hereof, and shall agree to use the Information solely for the purpose of evaluating the transaction contemplated in this Agreement. In the event that a party or Contract Parties are requested pursuant to, or required by, applicable law, regulation or legal process (collectively “**Applicable Law**”) to disclose any of the Information, the applicable Contract Party shall notify the other party promptly so that such party may seek a protective order or other appropriate remedy (collectively “**Remedy**”) or, in the affected party’s sole discretion, such party may waive compliance with the terms hereof; provided, however, that the Remedy must be of a nature that a Contract Party’s failure to disclose the information will not place the Contract Party in violation of Applicable Law or otherwise expose the Contract Party to any liability for failure to disclose the Information as required by Applicable Law, and, provided further, that the Remedy must be secured not later than forty-eight (48) hours in advance of the deadline for disclosure of the Information in compliance with Applicable Law. In the event that no Remedy is obtained, or that the affected party waives compliance with the terms hereof, the Contract Party may furnish only that portion of the Information which it is advised by counsel is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Information. Each party shall be responsible for any breach of the covenants in this Section by any Contract Party.

Section 6.09 Non-Recourse Agreement; No Recourse to State of Idaho General Fund Appropriations. No funds of the State of Idaho shall be used for any University obligation set forth in this Lease, including without limitation termination fees set forth in Article 26, or any payment or damages required of the University in case of default hereunder. In no case shall the University have any obligation or liability under this Agreement in any given year of the Term in excess of the revenues from the Project for such year (“**Annual Project Revenues**”), except for the payment of the Early Termination Fee upon termination of the Term, which may be paid by revenues from the Project escrowed for such event, general revenues of the University, or by

another third party operator of the Project, but in no case by appropriations or other funds of the State of Idaho.

Section 6.10 Interpretation. Unless otherwise specified herein: (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; (c) references to persons include their permitted successors and assigns; and (d) the headings of articles and sections contained in this Lease are inserted as a matter of convenience and shall not affect the construction of this Lease. The parties have jointly, with the advice and assistance of their respective legal counsel, participated in the negotiation and drafting of all of the terms and provisions of this Lease, and, accordingly, it is agreed that no term or provision of this Lease shall be construed in favor of or against any party by virtue of the authorship or purported authorship thereof by any party.

Section 6.11 Applicable Law. This Lease shall in all respects be governed by, and construed in accordance with the laws of the state in which the Premises are located. Venue for purposes of any actions brought under this Lease, or under any agreement or other document executed in conjunction herewith, shall be in the courts of Ada County, Idaho and the parties hereby irrevocably consent to the jurisdiction and venue of such courts.

Section 6.12 Amendment and Waiver. This Lease may be amended or changed only by written instrument duly executed by Landlord and Tenant and any alleged amendment or change which is not so documented shall not be effective as to either. The failure of either to insist in any one or more instances upon the strict performance of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

Section 6.13 Severability. If any provision of this Lease or the application thereof to any person, entity or circumstance shall, for any reason and to any extent, be invalid or unenforceable but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties hereto as contained herein by invalidating an essential term, including but not limited to: the provision of student housing services by Tenant, the payment of Rent to the Landlord by Tenant, and the payment of the Early Termination Fee by Landlord to Tenant in the case of early termination for any reason, the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by applicable law.

Section 6.14 Entire Agreement; Further Assurances. This Lease sets forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant with regard to the matters set forth herein, including, but not limited to, the financial obligations relating thereto, and there are no covenants promises, agreements, conditions, or understandings, either oral or written between them as to these matters, other than as are set forth herein. The recitals, schedules and exhibits attached hereto or referred to herein are hereby incorporated herein and made a part hereof. At any time or times after the date hereof, each party shall execute, have acknowledged, and delivered to the others any and all instruments, and take any

and all other actions, as the other parties may reasonably request to effectuate the transactions described herein.

Section 6.15 Multiple Counterparts. This Lease may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

Section 6.16 Successors and Assigns. This Lease shall be binding on, and shall inure to the benefit of, the parties hereto and the parties' respective permitted successors and assigns.

Section 6.17 No Third Party Beneficiaries. Nothing in this Lease shall be construed to permit anyone other than Landlord and Tenant and their respective successors and permitted assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third party beneficiary or otherwise) on account of any nonperformance or performance hereunder.

Section 6.18 No Personal Liability. No officer, official, employee, agent or representative of either party shall be personally liable to the other party or any successor in interest, in the event of any default or breach by the party for any amount which may become due to the other party or any successor in interest, or on any obligation incurred under the terms of this Lease.

Section 6.19 Officials, Agents and Employees of State of Idaho Not Personally Liable. It is agreed by and between the parties that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement contained in this Lease, express or implied, nor for any statement, representation or warranty made in or in any way connected with this Lease Agreement or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho shall have any personal liability or responsibility under this Lease Agreement, and the sole responsibility and liability for the performance of this Lease Agreement and all of the provisions and covenants contained in this Lease Agreement shall rest in and be vested with the Landlord.

Section 6.20 Nondiscrimination. Tenant hereby agrees to perform all of its obligations related to this Lease without discrimination on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and to comply with all relevant sections of: Title VI of the Civil Rights Act of 1964, as amended; and The Age Discrimination Act of 1975; and to comply with pertinent amendments to these acts made during the term of this Lease Agreement. Tenant further agrees to comply with all pertinent parts of federal rules and regulations implementing these acts. Tenant hereby agrees to provide equal employment opportunity in employment and not to discriminate on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and covered veteran status to the extent required by applicable law.

Section 6.21 Construction or Renovation of Buildings. All buildings owned or maintained by any State government agency or entity, or which are constructed or renovated specifically for use or occupancy by any such agency or entity shall conform to all existing state

codes, including but not restricted to, the Idaho General Safety and Health Standards, the International Building Code, the International Mechanical Code and the International Fire Code. If any conflict arises between applicable codes, the more stringent code shall take precedence. Prior to construction or remodeling of such buildings, where appropriate, construction plans shall be reviewed and approved by the Division of Building Safety, the State Fire Marshal's Office and the Permanent Building Fund Advisory Council.

Section 6.22 Long Term Energy Costs. Long-term energy costs, including seasonal and peaking demands upon the suppliers of energy, are to be a major consideration in the construction of the Improvements. Special attention shall include energy conservation considerations including: (i) Chapter 13 of the International Building Code, 2000 Edition; (ii) use of alternative energy sources; (iii) energy management systems and controls to include effective means to monitor and maintain systems at optimal operations; and (iv) "state-of-the-art" systems and equipment to conserve energy economically.

Section 6.23 Non-Smoking Buildings. All Improvements shall be designated as "non-smoking" except for custodial care and full-time residential facilities. The policy governing custodial care and full-time residential facilities may be determined by the directors of such facilities.

Section 6.24 Utility Information. Tenant agrees to provide Tenant with ongoing permission to access the utility information of the building to determine the amount of electricity and heating fuel consumed within the Premises. If Landlord is not able to access this information directly from the utility companies, Tenant agrees to furnish said information to Landlord upon request on a calendar year basis.

Section 6.25 Indoor Air Quality. Tenant agrees to develop and maintain an indoor air quality management program and to maintain it in conjunction with all construction projects in the Premises as well as on all ongoing maintenance and repairs of the Premises. Said program shall optimize and document the use of air quality compliant materials inside the Improvements to reduce the emissions from materials used in the Improvements. Ongoing indoor air quality requires the use of low or no VOC paints, solvents, adhesives, furniture and fabrics. VOC and chemical component limits shall not exceed Green Seal's Standard GS-11 requirements. Paints used on site shall be low VOC and are to be brush-applied only, spray painting is not allowed on the interior of the Building. Carpet must meet the requirements of the CRI Green Label Plus Carpet Testing Program. Carpet cushion must meet the requirements of the CRI Green Label Testing Program. Composite panels and agrifiber products must not contain added urea-formaldehyde resins. Laminate adhesives used to fabricate on-site and shop applied assemblies containing these laminate adhesives must contain no urea-formaldehyde.

Section 6.26 REIT Status. Landlord recognize that Tenant is owned directly or indirectly by a real estate investment trust ("REIT") and that such REIT must comply with a number of restrictions under the Internal Revenue Code (the "Code") to maintain its status as a REIT under Section 856 of the Code. Landlord agrees that Tenant will operate in a manner that will permit it to comply with all of the requirements necessary to enable the Tenant Parties to qualify as a REIT for U.S. federal income tax purposes. Landlord agrees that it shall not take

any action which would cause any of the income derived by Tenant to fail to qualify as “rents from real properties” or as other qualifying income under Section 856(c)(2) of the Code without the express written approval of Tenant.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES

Section 7.01 Representations and Warranties of Tenant.

(a) Tenant represents and warrants to Landlord that (i) Tenant is a limited liability company validly existing and in good standing under the laws of the State of Delaware, duly qualified and in good standing under the laws of the state in which the Premises is located, and has all requisite power and authority to carry on its business as now conducted and to execute, deliver and perform this Lease; (ii) the execution, delivery and performance of this Lease is within its power, has been authorized by all necessary action and does not contravene any provision of its certificate formation and operating agreement in effect on the date hereof; (iii) this Lease has been duly executed and delivered by an authorized person of Tenant; (iv) this Lease, assuming that it has been duly and validly executed and delivered by Landlord, is the valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, subject to general equitable principles and applicable provisions of law related to bankruptcy, insolvency and creditors’ rights generally; (v) the execution, delivery and performance by Tenant of this Lease does not conflict with or result in a breach of any of the provisions of, or constitute a default under, any bond, note or other evidence of indebtedness, indenture, mortgage, deed of trust, loan agreement or similar instrument, any lease or any other material agreement or contract by which Tenant, its activities or property is bound or any applicable law or order, rule or regulation of the court or governmental authority having jurisdiction over Tenant, its activities or property; (vi) as of the Rent Commencement Date, neither Tenant nor, to the knowledge of Tenant, Parent or Guarantor, has any current plans, or is party to any discussions, which would relate to or would result in (A) a Change of Control of Tenant, Parent or Guarantor, (B) the assignment or sublease of this Lease or (C) a sale or transfer of all or substantially all of the assets of Tenant, Parent or Guarantor; (vii) there are no lawsuits, claims, suits, or legal, administrative or other proceedings or investigations, civil or criminal, pending or, to Tenant’s knowledge, threatened against or affecting Tenant, nor to Tenant’s knowledge, is there any basis for any of the same; and there is no action, suit or legal, administrative or other proceeding pending or, to Tenant’s knowledge, threatened which questions the legality or propriety of the transactions contemplated by this Lease; and (viii) no order, permission, consent, approval, license, authorization, registration or filing by or with any governmental authority having jurisdiction over Tenant, its activities or property is required for the execution, delivery or performance by Tenant of this Lease.

Section 7.02 Representations and Warranties of Landlord. Landlord represents and warrants to Tenant that (i) it is an agency and instrumentality of the State of Idaho, is qualified to transact business in Boise, Idaho, and has all requisite power and authority to carry on its business as now conducted and to execute, deliver and perform this Lease; (ii) the execution, delivery and performance by Landlord of this Lease is within its power, has been authorized by

all necessary action and does not contravene any provision of its governing documents or legislative authority, as in effect on the date hereof; (iii) this Lease has been duly executed and delivered by an authorized person of Landlord; (iv) this Lease, assuming that it has been duly and validly executed and delivered by Tenant, is the valid and binding obligation of Landlord, enforceable against Landlord in accordance with its terms, subject to general equitable principles and applicable provisions of law related to public entities, bankruptcy, insolvency and creditors' rights generally; (v) the execution, delivery and performance by Landlord of this Lease do not conflict with or result in a breach of any of the provisions of, or constitute a default under, any bond, note or other evidence of indebtedness, indenture, mortgage, deed of trust, loan agreement or similar instrument, any lease or any other material agreement or contract by which Landlord, its activities or property is bound or, in the good faith belief of Landlord, and excluding any provisions of this Lease that are limited by the extent to which they are permitted by Law, for which Landlord makes no representation or warranty, any applicable law or order, rule or regulation of the court or governmental authority having jurisdiction over Landlord, its activities or property; and (vi) no order, permission, consent, approval, license, authorization, registration or filing by or with any governmental authority having jurisdiction over Landlord, its activities or property is required for the execution, delivery or performance by Landlord of this Lease.

SIGNATURE PAGE TO OPERATING AGREEMENT BETWEEN BOISE STATE UNIVERSITY AND EDR BOISE LLC DATED \_\_\_\_\_, 2015

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement as of the day and year first set forth above.

**LANDLORD / UNIVERSITY**

BOISE STATE UNIVERSITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENANT**

EDR BOISE LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

2015 Boise State University (BSU) Campus Master Plan Update

**REFERENCE**

March 1997	1997 Campus Master Plan was presented to the Idaho State Board of Education (Board)
October 2005	2005 Campus Master Plan was presented to the Board
February 2008	Expansion of boundaries and Plan update was presented to the Board
April 2015	BSU 2015 Master Plan update presented to the Board

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho Code §33-112 and 33-4005

**BACKGROUND/DISCUSSION**

The 2015 Master Plan update was introduced at the April 2015 meeting; this is a follow-up to that presentation.

The current Master Plan was originally created in 1997 and updated in 2005 and 2008. In 2012, BSU introduced a new strategic plan, Focus on Effectiveness. In 2013, BSU determined an update to the Master Plan was needed to complement the new Strategic Plan, to inform appropriate BSU development in a new expansion area (bounded by University Drive to the North, Boise Avenue to the South, Capitol Boulevard to the West and Lincoln Avenue to the East); to update other campus development in response to the expanded planning area; and to accommodate housing and facilities to provide students with a richer on-campus living and student life experience. Ayers Saint Gross (ASG) from Tempe Arizona was selected through a qualification-based selection process and retained for the 2015 Master Plan update.

Many of the principles embodied in the new Master Plan update were established in the 2005/2008 updates. The most notable differences between the existing plan and proposed update are the inclusion of a new expansion area as defined above, the relocation of a portion of University Drive between Chrisway Drive and Lincoln Avenue, the creation of a new mall to allow for development of academic and administrative functions south of the existing main portion of campus, and the creation of a major pedestrian link between the campus main quad academic buildings and the academic and research buildings located south of University Drive. Housing has been added to the new expansion area in addition to academic, recreation and athletics facilities in the south campus area.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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The master planning effort was guided by a large steering committee comprised of BSU representatives as well as representatives from the community. ASG and university officials made several presentations of the draft update campus master plan to the university community (students, faculty and staff) and to nearby neighborhood residents throughout the planning process to solicit their input and responses to the Plan.

After Board approval, the Plan will be made available to the public through BSU's website and other publications. BSU staff will make a formal request to the Boise City Council to integrate this campus master plan update into the City's Comprehensive Plan.

**IMPACT**

This updated Master Plan will serve as the framework and guidelines for the development of the BSU campus through 2025 and beyond. This Plan will guide future property acquisitions, the function and location of new facilities, expansion of existing facilities and will inform utility and infrastructure projects.

**ATTACHMENTS**

Attachment 1 – Master Plan Drawing	Page 3
Attachment 2 – Phase 1 Master Plan Drawing	Page 4
Attachment 3 – Phase 2 Master Plan Drawing	Page 5
Attachment 4 – Phase 3 Master Plan Drawing	Page 6
Attachment 5 – Master Plan Rendering – View Looking East	Page 7
Attachment 6 – Master Plan Rendering – View Looking West	Page 8

**STAFF COMMENTS AND RECOMMENDATIONS**

Board approval of a campus master plan does not constitute authority nor permission, either expressed or implied, to proceed with any real property acquisition, planning and design, or facility construction. Board policies V.I. and V.K. (which includes Board approval of six year capital construction plans) must be complied with in order to implement the projects contemplated in a master plan.

Staff recommends approval.

**BOARD ACTION**

I move to approve Boise State University's 2015 Campus Master Plan update as presented.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
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BOISE STATE UNIVERSITY - Master Plan 2015 Update



Master Plan Drawing

# BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 18, 2015

BOISE STATE UNIVERSITY - Master Plan 2015 Update

## PHASE 1

1. Royal Street Intersections + pedestrian improvements (ACHD)
2. Fine Arts Building
3. Arts Green (Greenhouses Relocated)
4. Academic Building
5. Academic Building (replace Campus School)
6. Administration-Visitor Parking
7. Expand Main Quad to Greenbelt (removes Riverfront Hall)
8. Albertsons Library Expansion + Riverview Terrace
9. Administration 'B' Plaza
10. Library Mall Pedestrian Path
11. Student Union Green + Central Ped-Bikeway
12. Live-Learn Residential Honors College + Freshman Housing
13. Student Recreation Field Expansion
14. Student Recreation Courts Expansion
15. University Drive Pedestrian Improvements
16. STEM-Academic Building
17. Student Services-Resources Building
18. Athletics Practice Field
19. Academic-Student Resources Buildings
20. Dining Hall Satellite
21. Broadway Bridge Replacement (ACHD)
22. Bronco Plaza
23. Improved Stadium Plaza + Round-about
24. Alumni Center
25. STEM-Academic Building
26. Beacon Street Pedestrian Crossing (ACHD) + Pedestrian-Bikeway connections
27. Health Sciences Building + Quad



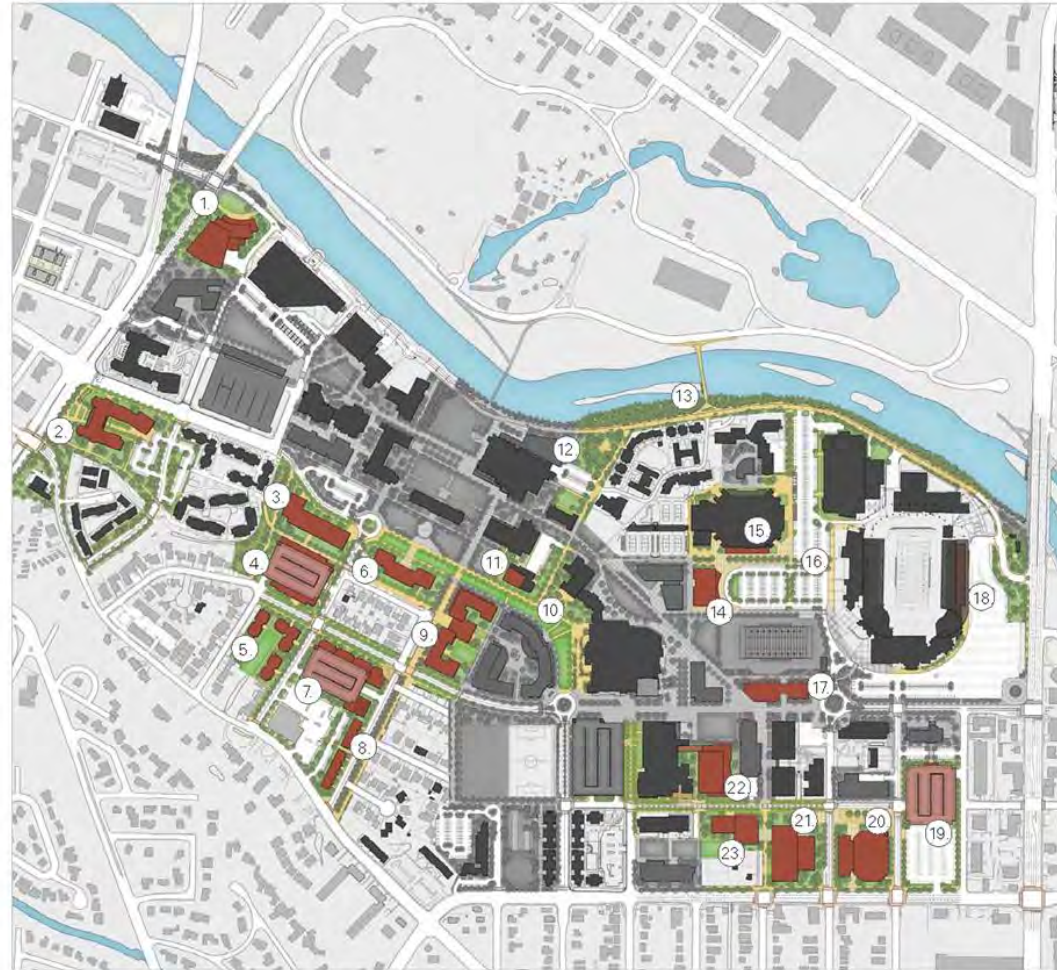
Phase 1 Master Plan Drawing

# BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 18, 2015

BOISE STATE UNIVERSITY - Master Plan 2015 Update

## PHASE 2

1. Music-Theater Performing Arts Center
2. Gateway Academic Building
3. Academic-Research Building
4. West Parking Garage
5. Student Housing Village
6. Administration Building
7. Center Street Garage + Student Life space + new Central Plant for the expansion area
8. Faculty, Staff or Graduate Townhomes
9. Live Learn Community
10. University Mall
11. Central Plant Expansion
12. Improved connection to the Greenbelt
13. New Pedestrian + Bike Bridge
14. Academic or Athletics Building
15. Taco Bell Entrance Improvements
16. Pedestrian Plaza + Crossings to Stadium
17. STEM-Academic Building
18. Stadium East Entrance Improvements
19. Broadway Parking Garage (Phase 1)
20. Olympic Sports Center
21. Natatorium
22. Recreation Center Expansion
23. Kinesiology Building + Quad Improvements



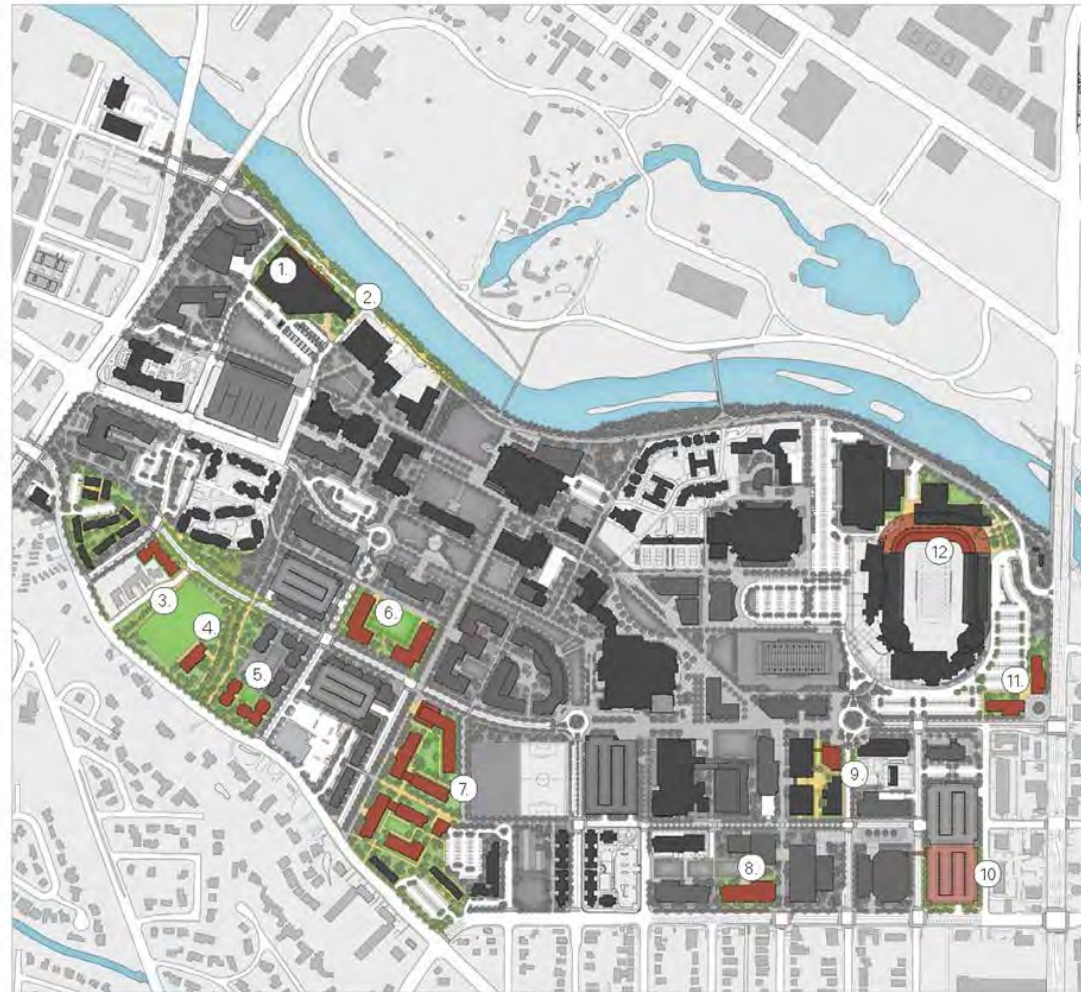
Phase 2 Master Plan Drawing

# BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 18, 2015

BOISE STATE UNIVERSITY - Master Plan 2015 Update

## PHASE 3

1. Improvements to Morrison Center, including relocating and expanding the Box Office
2. Cesar Chavez + Greenbelt Improvements including Morrison Center drop-off
3. Student Housing
4. Recreation Field + Pavilion
5. Student Housing Villages
6. Academic - Research Buildings + Quad
7. Student Housing (Freshman communities)
8. Health Sciences - STEM Building
9. Engineering Resources Building
10. Broadway Parking Garage (Phase 2)
11. Bronco Memorial Gateway Buildings
12. North Stadium Expansion



PHASE 3 IMPLEMENTATION PLAN, 2015

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
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BOISE STATE UNIVERSITY - Master Plan 2015 Update



MASTER PLAN, 2015 - VIEW LOOKING EAST

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
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BOISE STATE UNIVERSITY - Master Plan 2015 Update



MASTER PLAN, 2015 - VIEW LOOKING EAST



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Capital Project Authorization Request, Renovation and Modernization of the Wallace Residence Center, Planning and Design Phase

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Sections V.K.1 and V.K.4.

**BACKGROUND/ DISCUSSION**

The Wallace Residence Center was originally built in the mid-1960's, serving as one of the primary residential complexes for students over the last fifty years. The facility has twenty floors, arrayed in four wings, with each floor providing fourteen suites consisting of two rooms sharing a private bath. The facility has suffered from only limited renovations over the many decades, and is in a declining state. Student needs and expectations have changed drastically over the years, and the facility is long past due for modernization and improvements. The facility includes beds for roughly 800 – 900 students, depending on occupant arrangements. This represents over one third of our total residential capacity. The dated finishes and declining state of the facility are significant detractors in our enrollment efforts and must be improved.

Over the last several years, UI has undertaken small-scale improvements on a number of the floors of Wallace, with much of the work performed in-house. Improvements include abatement of asbestos containing flooring materials, demolition and construction of a new vanity cabinet and sink, replacement of numerous finishes including desktops, room doors, locks, and hardware, bathroom hardware and vents, all carpet in rooms, lounges, and hallways, refinishing of built-in casework, replacement of lighting with LED fixtures, and providing wall repairs and new paint throughout.

While a number of floors have been renovated or are in process, yet another twelve floors remain to be addressed. The University looks to contract out much of the remaining work, to more expeditiously complete these improvements for the balance of the complex in one combined capital project. This will have the added benefit of freeing UI's in-house crews to focus on more day to day needs of the facility. The work to be contracted will include all the work described above, with some additional work envisioned to include limited HVAC improvements in the lounges, and floor and wall tile refurbishment in the bathrooms.

The University seeks approval from the Board for adding this combined project to UI's six-year capital plan and approval of the planning and design phase for renovation and modernization of twelve floors in various wings of the Wallace

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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Residence Center. If authorized, UI will proceed through the design phase, and then seek further Regents' authorization of the project budget and subsequent construction of the tenant improvements.

**IMPACT**

In this phase of planning and design, the fiscal impact is estimated at \$250K, allowing for development of detailed specifications and construction bid documents, as well as refinement of a construction estimate through the course of design.

<u>Funding</u>		<u>Estimate Budget</u>	
State	\$ 0	Construction	\$ 0
Federal (Grant):	\$ 0	A/E & Consultant Fees	\$ 227,000
Other (UI reserves)	\$ <u>250,000</u>	Contingency	\$ <u>23,000</u>
Total	\$ 250,000	Total	\$ 250,000

The total fiscal impact of this project, if later approved for construction, is currently estimated at \$4.2M. The project funding for the planning and design is provided through university central reserves.

**ATTACHMENTS**

Attachment 1 – Updated Six-year Capital Plan	Page 5
Attachment 2 – Capitol Project Tracking Sheet	Page 6

**STAFF COMMENTS AND RECOMMENDATIONS**

UI intends to pay for this \$4.2M project out of reserves.<sup>1</sup> As of June 30, 2014, UI's Unrestricted Available Net Assets were \$15.5M, which left UI approximately \$2.9M short of the Board's strategic plan benchmark of net assets at 5% of operating expenses. Nevertheless, UI's Consolidated Financial Index (CFI) still came in at 3.56 which exceeds the CFI benchmark of 3.00. A CFI score of 3.00 is the threshold for institutional financial health.

Net asset balances are a snapshot in time and nearly an entire fiscal year has passed since the last reporting period. It is unknown how UI will end FY 2015 in terms of its net position. The Board will need to determine whether this project is of sufficient priority to potentially delay progress toward the strategic plan benchmark.

UI intends to use design-build to deliver the renovations at the Wallace Complex. Once a design-build team is selected, the negotiation of scope, schedule, quality and budget will result in multiple options to consider (e.g., 12 floors in one summer vs. 6 floors over each of two summers). In all cases, in it anticipated that UI will look to limit the work to summer(s) only.

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<sup>1</sup> Note that in the subsequent agenda item (Library Renovation and Improvements) UI is budgeting approximately \$325,000 – also out of Central University Reserves.

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**BOARD ACTION**

I move to accept the University of Idaho's updated six-year capital plan to include the proposed renovation and modernization at the Wallace Residence Center.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**AND**

I move to approve the request by the University of Idaho to implement the planning and design phase of a Capital Project for the renovation and modernization of the Wallace Residence Center. Authorization includes the authority to execute all necessary and requisite consulting contracts to fully implement the planning and design phases of the project. Construction Authorization will require a separate authorization actions at later dates to be determined.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
JUNE 18, 2015**

**ATTACHMENT 1**

**SET C: SIX YEAR CAPITAL IMPROVEMENT PLAN (Major Capital Projects)  
FY 2016 THROUGH FY 2021  
(\$ in 000's)**

**Institution: University of Idaho**

Project Title	Est. Cost	Prev. Fund.	FY 2016			FY 2017			FY 2018			FY 2019			FY 2020			FY 2021		
			PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total
Integrated Research and Innovation Center	51,88	51,800	In Construction as of 1 June 15																	
Education Building Renovation and Asbestos Remediation	17,160	17,160	In Construction as of 1 June 15																	
Aquaculture Research Facility	1,400	1,400	In Design as of 1 June 15																	
Idaho Law Learning & Justice Center, Boise *	7,600	7,600	In Construction as of 1 June 15																	
Admin Bldg Entry Foyer & Stair Life Safety Imp & Renovations	948	948	In Design as of 1 June 15																	
Janssen Engineering Building HVAC Upgrades, Ph 3	957	957	In construction as of 1 June 15																	
Northern Idaho Collaborative Education Facility	6,421	421	4,000	2,000	6,421															
Research and Classroom Facility	24,000	0				4,000		4,000	4,000	16,000	20,000									
Buchanan Engineering Lab Life Safety Improvements, Phase 2	902	0	902		902															
Life Sciences South Standby & Emergency Generator (Life Safety)	835	0	835		835															
Wallace Residence Center - Renovation and Modernization	4,200	0		4,200	4,200															
Executive Residence	tbd	0		1,950	1,950															
Library Main Floor Modernization	1,400			1,400	1,400															
WWAMI improvements in the previous Incubator Building	tbd			tbd	tbd															
Swim Center Replace Pool Gutters	560	0				960		960												
Ad Bldg Exterior Envelope Repair	985	0				985		985												
National Dairy Research Center	tbd	0					tbd	tbd												
Life Sciences South HVAC Upgrades, Phase 3	1,124	0							1,124		1,124									
Gibb Hall HVAC, Phase 2	1,122	0							1,122		1,122									
Administration Building HVAC, Phase 2	1,178	0										1,178		1,178						
Janssen Engineering Building HVAC, Phase 4	589	0										589		589						
Gibb Hall HVAC, Phase 3	1,178	0										1,178		1,178						
Idaho Avenue Extension Repairs and Repaving	844	0													844		844			
Domestic Water System Replace AC Mains, Phase 1	670	0													670		670			
Campus Drive / Administration Circle Repairs, Phase 1	742	0													742		742			
Steam Plant Emergency Generator	927	0													927		927			
Perimeter Drive Replace Paradise Creek Undercrossing	850	0																850		850
Undergraduate Housing - Phase 1	36,000	0																		
CALS Labs, Classroom & RE Improvements #	1,000	0																		
Chemistry & Physics Lab Improvements #	1,000	0																		
Library Special Collections and Archives #	1,000	0																		
McCall Campus Improvements	tbd	0																		
Research and Classroom Facility II	tbd	0																		
Varsity Soccer Pitch Upgrade	2,000	0																		
ROTC Facility	3,000	0																		
ASUI Kibbie Activity Center Seating Expansion #	27,000	0																		
Basketball Arena	30,000	0																		
	160,432	11,326	5,737	9,550	15,708	5,945	0	5,945	6,246	16,000	22,246	2,945	0	2,945	3,183	0	3,183	850	0	850

S:\Facilities\CapitalPlanning\Capital Budget\FY 16 State Request\Six Year Plan (Set C)\FY 2016 Six Year Plan.\*

\* PBF Request is under auspices of Department of Administration

# Project is a component of the current Capital Project Development Campaign. Project schedule is TBD and dependent upon fundraising success.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
JUNE 18, 2015**

Office of the Idaho State Board of Education  
Capital Project Tracking Sheet  
As of June 2015

**History Narrative**

- 1 **Institution/Agency:** University of Idaho      **Project:** Planning and Design Phase Authorization, Renovation and Modernization of the Wallace Residence Center, Moscow
- 2 **Project Description:** Planning and Design Phase for a project to renovate and modernize twelve floors in various wings of the Wallace Residence Center. The project will include necessary demolition and replacement of a variety of interior finishes in hallways, lounge spaces, student rooms, and shared restrooms to modernize and improve the functionality of spaces.
- 3 **Project Use:** The Wallace Residence Center is the largest of the dormitories serving residential students at the University of Idaho.
- 4 **Project Size:** roughly 100,000 GSF

	Sources of Funds				Use of Funds			
	PBF	ISBA	Other	Total Sources	Planning	Use of Funds Const	Other**	Total Uses
9 Initial Cost of Project. Planning and Design Phase Only	\$ -	\$ -	\$ 250,000	\$ 250,000	\$ 227,000	\$ -	\$ 23,000	\$ 250,000
10 History of Revisions:								
11								
12								
13								
14								
15								
16 <b>Total Project Costs</b>	\$ -	\$ -	\$ 250,000	\$ 250,000	\$ 227,000	\$ -	\$ 23,000	\$ 250,000

History of Funding:	PBF	ISBA	* Other Sources of Funds-----				
			Institutional Funds (Gifts/Grants)	Student Revenue	Other*	Total Other	Total Funding
20 Initial Authorization Request, Planning and Design Phase Only, June 2015	\$ -				\$ 250,000	\$ 250,000	\$ 250,000
21							
22							
23							
24							
25 <b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ 250,000	\$ 250,000

27 \* Central University Reserves  
28 \*\* Design Contingency

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Capital Project Authorization Request, Finance Plan and Construction Phase Authorization, University of Idaho Library Renovation and Improvements

**REFERENCE**

February 19, 2015                      Approval by the Board of Regents for design and planning phase expenditures up to \$249,900.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/ DISCUSSION**

The University of Idaho (UI) requests authorization to proceed with the finance plan and construction phase of a Capital Project to provide for renovations and improvements to the University of Idaho Library (Library). This project is necessary to allow the Library to adapt to rapidly evolving and changing pedagogies in Library Science, technology driven changes in the delivery of content and information, and evolving expectations of Library customers and stakeholders.

The scope of the project includes:

- Renovations and improvements to the first floor of the Library. Approximately 28,000 sf of area will be renovated and refreshed.
- Reconfiguration of the first floor layout to provide for additional open space and maximize access to north light in public areas.
- Addition of customer service features such as a small coffee bar and access to technology.
- The provision of additional interactive and collaborative, team learning spaces.
- The relocation of Collection and Archive spaces as the first step in what is anticipated to be a phased, iterative set of improvements to the special collection and archive functions.
- An update of the overall library experience.

The project is consistent with the strategic goals and objectives of UI and of the Library. The project is fully consistent with UI's strategic plan (Goal One, Teaching and Learning Activity; Goal 2, Scholarly and Creative Activity, Goal 3, Outreach and Engagement and Goal 4, Community and Culture), and UI's Long Range Capital Development Plan.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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**IMPACT**

The total project effort is currently estimated at \$1,300,000, to include design and construction costs and appropriate and precautionary contingency allowances.

**Overall Project**

<u>Funding</u>		<u>Estimate Budget</u>	
State	0	A/E & Consultant Fees	\$ 152,900
Federal (Grant):	0	Construction	875,000
Other (UI)		Construction Cont.	87,500
Central University	324,735	Data Infrastructure	
Library Reserves	656,265	& Support	91,350
Gifted Funds	<u>319,000</u>	Project Cont.	<u>93,250</u>
Total	<u>\$1,300,000</u>	Total	<u>\$ 1,300,000</u>

Funding for this project is to be provided through the use of central university strategic investment funds and library reserve funds specifically set aside for this effort, supplemented by gifted funds developed during UI's Capital Campaign.

It is the intent of the UI to advertise for bids immediately upon receipt of the requested authorization for the construction phase and to begin construction work during the summer of 2015. Construction is planned to continue through the end of 2015 with a planned opening of the renovated first floor of the Library early in the spring 2016 academic semester.

**ATTACHMENTS**

Attachment 1 – Capitol Project Tracking Sheet

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

In February 2015 the Board authorized UI to begin planning and design for this project. This request is for acceptance of the Finance Plan and Capital Project Authorization to bid and construct the project. Estimated project cost was originally \$1.4 million, but has dropped by \$100,000 during the design phase.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by the University of Idaho to accept the Finance Plan and to implement the bidding and construction phases of a Capital Project for the University of Idaho Library Renovation and Improvements, in the amount of \$1,300,000. Authorization includes the authority to execute all necessary and requisite contracts to fully implement the construction phase of the project.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_



**BUSINESS AFFAIRS AND HUMAN RESOURCES  
JUNE 18, 2015**

Office of the Idaho State Board of Education  
Capital Project Tracking Sheet  
As of June, 2015

**History Narrative**

- 1 **Institution/Agency:** University of Idaho      **Project:** Finance Plan and Construction Phase Authorization, University of Idaho Library Renovation and Improvements, University of Idaho, Moscow, Idaho.
- 2 **Project Description:** Renovations and improvements to the University of Idaho Library located on the main campus of the University of Idaho, Moscow, Idaho.
- 3 **Project Use:** A project effort that will provide for renovations and improvements to the first floor of the University of Idaho Library. The original Library was constructed in 1957. A significant building addition was constructed, and the 1957 space was renovated, in 1992. No significant renovations or improvements have occurred in the 23 years since, although tremendous advances in technology and Library Science have occurred.
- 4 **Project Size:** 28,000 GSF

Project Cost History:	Sources of Funds				Use of Funds*			
	PBF	ISBA	Other	Total Sources	Planning	Use of Funds Const	Other**	Total Uses
Initial Cost of Project, Planning and Design Phase Only, Feb 2015	\$ -	\$ -	\$ 249,900	\$ 249,900	\$ 149,900	\$ -	\$ 100,000	\$ 249,900
Anticipated Overall Cost, All Phases, Feb 2015	\$ -	\$ -	\$ 1,150,100	\$ 1,150,100				
<b>History of Revisions:</b> Revised Cost Estimate upon Conclusion of Design Phase, Initiation of Construction Phase, June 2015	\$ -	\$ -	\$ (100,000)	\$ (100,000)	\$ 3,000	\$ 966,350	\$ 80,750	\$ 1,050,100
<b>Total Project Costs</b>	\$ -	\$ -	\$ 1,300,000	\$ 1,300,000	\$ 152,900	\$ 966,350	\$ 180,750	\$ 1,300,000

\* Total funding currently available exceeds funding requisite for the design phase. The University intent is that any unused funding is carried forward to a future construction phase at the time such future construction phase may be approved by the Board of Regents.

History of Funding:	PBF	ISBA	Other Sources of Funds			Total Other	Total Funding
			Institutional Funds (Gifts/Grants)	Student Revenue	Other***		
Initial Authorization Request, Planning and Design Phase Only, February 2015	\$ -	\$ -	\$ 580,000	\$ -	\$ 820,000	\$ 1,400,000	\$ 1,400,000
Construction Phase Authorization Request, June 2015	\$ -	\$ -	\$ (261,000)	\$ -	\$ 161,000	\$ (100,000)	\$ (100,000)
<b>Total</b>	\$ -	\$ -	\$ 319,000	\$ -	\$ 981,000	\$ 1,300,000	\$ 1,300,000

\*\* Construction Contingency of 10% plus an Overall Project Contingency of 8%.

\*\*\* Internal Strategic Reserves, \$324,735; Library Reserves \$656,265

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Independent Study in Idaho (ISI) fee

**APPLICABLE STATUTES, RULE OR POLICY**

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

**BACKGROUND / DISCUSSION**

ISI was created in 1973 by the Idaho State Board of Education (Board) as a cooperative of four regionally accredited Idaho institutions led by the University of Idaho (UI). Other cooperating members include Lewis-Clark State College (LCSC), Idaho State University (ISU) and Boise State University (BSU).

ISI is seeking to increase the per-credit fee for undergraduate and graduate courses. Due to changes to Board policy, ISI fees no longer fit under the Special Lab and Course Fees. The per-credit fee for ISI's online, undergraduate-level courses was last raised in 2002 from \$90 to \$100 per credit, and ISI would like to raise the per-credit undergraduate fee to \$160 per credit. This is a 60% increase over 2002, equal to an average annual increase of 3.7% over 13 years. The per-credit fee for graduate-level courses was last raised in 2004 from \$115 to \$140 per credit, and ISI would like to raise the per-credit graduate fee to \$200 per credit. This is a 43% increase over 2004, equal to an average annual increase of 3.3% over 13 years.

ISI receives no state or institutional funding and operates on revenue generated through student enrollment fees. An increase in ISI's per-credit and per-course fees would be used to pay for an increase in pay for ISI's graders, who have not received an increase since 2008. A fee increase would also serve to close the gap between ISI's fee rates and those of other independent study programs, and operational and staff expenses, which have increased steadily since ISI fees were last increased.

**IMPACT**

Approval will authorize the increase of Independent Study in Idaho fees effective for the 2015-16 academic year.

**ATTACHMENTS**

Attachment 1 – ISI Summary & Request

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff intends to bring forward an amendment to Board policy V.R. at a later date to codify a process for setting ISI fees on a forward basis. In the interest of

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 18, 2015**

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time, however, staff brought this item forward for one-time approval for the upcoming academic year. Staff recommends approval.

**BOARD ACTION**

I move to approve the request to set the per-credit fee for ISI's online, undergraduate-level courses at \$160 per credit, and the per-credit fee for graduate-level courses at \$200 per credit.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_



**University of Idaho**  
875 Perimeter Drive MS 3081  
Moscow ID 83844-3081  
www.uidaho.edu/isi

Dear Matt Freeman,

Independent Study in Idaho (ISI) is seeking to increase the per-credit fee for undergraduate and graduate courses. Due to policy changes, requests for ISI fee increases no longer fit under the Special Lab and Course Fees, and a new policy must be created to cover these requests. The per-credit fee for ISI's online, undergraduate-level courses was last raised in 2002 from \$90 to \$100 per credit. This proposal requests approval to raise the per-credit undergraduate fee to \$160 per credit. The per-credit fee for graduate-level courses was last raised in 2004 from \$115 to \$140 per credit. This proposal requests approval to raise the per-credit graduate fee to \$200 per credit.

Independent Study in Idaho receives no state or institutional funding and operates on revenue generated through student enrollment fees. An increase in ISI's per-credit and per-course fees would be used to pay for an increase in pay for ISI's graders, who have not received an increase since 2008. A fee increase would also serve to close the gap between ISI's fee rates and those of other independent study programs, and operational and staff expenses, which have increased steadily since ISI fees were last increased.

ISI was created in 1973 by the Idaho State Board of Education as a cooperative of four regionally accredited Idaho institutions led by the University of Idaho (UI). Other cooperating members include Lewis-Clark State College (LCSC), Idaho State University (ISU) and Boise State University (BSU).

**Total Number of Courses, Students, and Course Instructors  
Per Cooperative Institution**

	Institution Totals					Pecentages by Institution			
	COURSES	CREDITS	INSTRUCTORS	STUDENTS		COURSES	CREDITS	INSTRUCTORS	STUDENTS
<b>BSU</b>	0	0	0	0	<b>BSU</b>	0%	0%	0%	0%
<b>ISU</b>	6	17	5	193	<b>ISU</b>	6%	6%	8%	12%
<b>LCSC</b>	18	39	11	258	<b>LCSC</b>	17%	13%	19%	16%
<b>UI</b>	80	251	43	1130	<b>UI</b>	77%	82%	73%	71%
<b>Total</b>	<b>104</b>	<b>307</b>	<b>59</b>	<b>1581</b>					

**Contacts per Cooperative Institution**

UI: Terry Ratcliff, Executive Director, Distance and Extended Education, tratcliff@uidaho.edu, 208.885.4132  
 LCSC: Mary Flores, Dean for Academic Programs, mflores@lcsc.edu, 208.792.2325  
 BSU: Mark Wheeler, Dean of Extended Studies, mwheeler@boisestate.edu, 208.426.3706  
 ISU: contact to be determined

Respectfully,  
 Terry Ratcliff, Ed.D.  
 Executive Director, Distance and Extended Education

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**STATE DEPARTMENT OF EDUCATION  
JUNE 18, 2015**

<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	<b>SUPERINTENDENT'S UPDATE</b>	Information Item
2	<b>IDAPA 08.02.03.004 – PROPOSED RULE - INCORPORATION BY REFERENCE-SPECIAL EDUCATION MANUAL/IDAHO STANDARDS ACHIEVEMENT TESTS ACHIEVEMENT STANDARDS (CUT SCORES)</b>	Motion to Approve
3	<b>HARDSHIP SCHOOL STATUS ANNUAL REPORT</b>	Information item

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**STATE DEPARTMENT OF EDUCATION**  
**JUNE 18, 2015**

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**SUBJECT**

Superintendent of Public Instruction Update to the State Board of Education.

**BACKGROUND/DISCUSSION**

Superintendent of Public Instruction, Sherri Ybarra, will provide an update on the State Department of Education.

**BOARD ACTION**

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

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**STATE DEPARTMENT OF EDUCATION  
JUNE 18, 2015**

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**-SUBJECT**

Proposed Rule - IDAPA 08.02.03.004, Rules Governing Thoroughness, Incorporation by Reference.

**REFERENCE**

December 18, 2014	The State Board approved the Idaho Academic Achievement Standards, including the Proficiency Line Descriptors and ISAT achievement levels at each performance level for grades 3-8 and 11; and amendments to the Idaho Special Education Manual.
February 19, 2015	The Board approved the Idaho Academic Achievement Standards, including the Proficiency Line Descriptors and ISAT achievement levels at each performance level for grades 9 and 10; and approved a temporary rule incorporating by reference into IDAP 08.02.03.004 the ISAT Achievement Standards approved on December 18, 2014

**APPLICABLE STATUTE, RULE, OR POLICY**

Sections 33-105, 33-1254, 33-1258, and 33-1612, Idaho Code  
IDAPA 08.02.03 – Rules Governing Thoroughness

**BACKGROUND/DISCUSSION**

The State Board of Education approved the Idaho Academic Achievement Standards, including the Proficiency Line Descriptors and the Idaho Standards Achievement Test (ISAT) achievement levels, initially for grades 3-8 and 11 at the December 18, 2014 Special Board meeting. At this time the same information was not available for grades 9 and 10. The Department of Education brought back the Idaho Academic Achievement Standards, including the Proficiency Line Descriptors at each performance level for each grade at the February 19, 2015 Board meeting and the incorporated them by reference into a temporary rule at that time.

During this same time frame the Department brought forward the Idaho Special Education Manual with amendments to bring it into alignment with federal requirements. Since that time it has been determined that while the Special Education Manual is mentioned in Idaho Administrative Rule it had not been formally incorporated by reference into Idaho Administrative Rule.

**ATTACHMENTS**

Attachment 1 – Proposed rule changes to IDAPA 08.02.03.004, Rules Governing Thoroughness	Page 3
Attachment 2 – Achievement Level Descriptors	Page 5
Attachment 3 – Idaho Special Education Manual	Page 77

**STATE DEPARTMENT OF EDUCATION  
JUNE 18, 2015**

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**STAFF COMMENTS AND RECOMMENDATIONS**

During any legislative session agencies may promulgate Temporary Administrative Rules if they meet the statutory requires for the temporary rule. These rules expire at the end of the next legislative session unless the agency specifically requests the legislature to extend them for an additional year or following the legislative session they were promulgated during completes the rulemaking process (Proposed/Pending) for permanent Administrative Rules

In accordance with the required rulemaking process the Department is bringing back the documents already approved by the Board to incorporate them by reference into a permanent administrative rule. The Board is being asked to approve the Proposed Rule at this time and the Department will bring back the proposed rule to the Board for consideration as a Pending following the close of the public comment period. There have been no amendments made to the document from the Board's earlier approval, therefore the documents do not need to be reapproved but are included as Attachments 2 and 3 for the Board's reference. In the case of these two (2) documents they would be incorporated by reference into the same subsection of Administrative Rule and are going forward as a single administrative rule. The Pending rule will be forwarded to the 2016 legislature for consideration as a permanent administrative rule following Board approval at a future meeting.

Staff recommends approval.

**BOARD ACTION**

I move to approve the Proposed Rule amendment to IDAPA 08.02.03.004 Rules Governing Thoroughness, Incorporation By Reference, as submitted in Attachment 1.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**STATE DEPARTMENT OF EDUCATION  
JUNE 18, 2015**

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**IDAPA 08  
TITLE 02  
CHAPTER 03**

**08.02.03 - RULES GOVERNING THOROUGHNESS**

**004. INCORPORATION BY REFERENCE.**

The following documents are incorporated into this rule: (3-30-07)

**01. The Idaho Content Standards.** The Idaho Content Standards as adopted by the State Board of Education. Individual subject content standards are adopted in various years in relation to the curricular materials adoption schedule. Copies of the document can be found on the State Board of Education website at [www.boardofed.idaho.gov](http://www.boardofed.idaho.gov). (3-29-10)

- a. Driver Education, as revised and adopted on August 21, 2008. (3-29-10)
- b. Health, as revised and adopted on April 17, 2009. (3-29-10)
- c. Humanities Categories: (3-29-10)
  - i. Art, as revised and adopted on April 17, 2009; (3-29-10)
  - ii. Dance, as revised and adopted on April 17, 2009; (3-29-10)
  - iii. Drama, as revised and adopted on April 17, 2009; (3-29-10)
  - iv. Interdisciplinary, as revised and adopted on April 17, 2009; (3-29-10)
  - v. Music, as revised and adopted on April 17, 2009; (3-29-10)
  - vi. World languages, as revised and adopted on April 17, 2009. (3-29-10)
- d. English Language Arts, as revised and adopted on August 11, 2010. (4-7-11)
- e. Limited English Proficiency, as revised and adopted on August 21, 2008. (3-29-10)
- f. Mathematics, as revised and adopted on August 11, 2010. (4-7-11)
- g. Physical Education, as revised and adopted on April 17, 2009. (3-29-10)
- h. Science, as revised and adopted on April 17, 2009. (3-29-10)
- i. Social Studies, as revised and adopted on April 17, 2009. (3-29-10)
- j. Information and Communication Technology, as revised and adopted on April 22, 2010. (4-7-11)

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**02. The English Language Development (ELD) Standards.** The World-Class Instructional Design and Assessment (WIDA) 2012 English Language Development (ELD) Standards as adopted by the State Board of Education on August 16, 2012. Copies of the document can be found on the WIDA website at [www.wida.us/standards/eld.aspx](http://www.wida.us/standards/eld.aspx). (4-4-13)

**03. The Limited English Proficiency Program Annual Measurable Achievement Objectives (AMAOs) and Accountability Procedures.** The Limited English Proficiency Program Annual Measurable Achievement Objectives and Accountability Procedures as adopted by the State Board of Education on November 11, 2009. Copies of the document can be found on the State Department of Education website at [www.sde.idaho.gov](http://www.sde.idaho.gov). (4-7-11)

**04. The Idaho English Language Assessment (IELA) Achievement Standards.** The Idaho English Language Assessment (IELA) Achievement Standards as adopted by the State Board of Education on November 11, 2009. Copies of the document can be found on the State Department of Education website at [www.sde.idaho.gov](http://www.sde.idaho.gov). (4-7-11)

**05. The Idaho Standards Achievement Tests (ISAT) Achievement Standards.** Achievement Standards as adopted by the State Board of Education on ~~May 30, 2007~~December 18, 2014. Copies of the document can be found on the State Board of Education website at [www.boardofed.idaho.gov](http://www.boardofed.idaho.gov). (4-2-08)(\_\_\_\_)

**06. The Idaho Extended Content Standards.** The Idaho Extended Content Standards as adopted by the State Board of Education on April 17, 2008. Copies of the document can be found at the State Board of Education website at [www.boardofed.idaho.gov](http://www.boardofed.idaho.gov). (5-8-09)

**07. The Idaho Alternate Assessment Achievement Standards.** Alternate Assessment Achievement Standards as adopted by the State Board of Education on May 18, 2011. Copies of the document can be found on the State Board of Education website at [www.boardofed.idaho.gov](http://www.boardofed.idaho.gov). (3-29-12)

**08. The Idaho Standards for Infants, Toddlers, Children, and Youth Who Are Deaf or Hard of Hearing.** As adopted by the State Board of Education on October 11, 2007. Copies of the document can be found on the State Board of Education website at [www.boardofed.idaho.gov](http://www.boardofed.idaho.gov). (4-2-08)

**09. The Idaho Standards for Infants, Toddlers, Children, and Youth Who Are Blind or Visually Impaired.** As adopted by the State Board of Education on October 11, 2007. Copies of the document can be found on the State Board of Education website at [www.boardofed.idaho.gov](http://www.boardofed.idaho.gov). (4-2-08)

**10. The Idaho Special Education Manual** As adopted by the State Board of Education on December 18, 2014. Copies of the document can be found on the State Board of Education website at [www.boardofed.idaho.gov](http://www.boardofed.idaho.gov). (\_\_\_\_)

**STATE DEPARTMENT OF EDUCATION  
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**Score Bands**

	Level 1		Level 2		Level 3		Level 4	
ELA	From	To	From	To	From	To	From	To
3	2000	2366	2367	2431	2432	2489	2490	2636
4	2198	2415	2416	2472	2473	2532	2533	2690
5	2239	2441	2442	2501	2502	2581	2582	2724
6	2259	2456	2457	2530	2531	2617	2618	2748
7	2268	2478	2479	2551	2552	2648	2649	2768
8	2292	2486	2487	2566	2567	2667	2668	2790
11	2290	2492	2493	2582	2583	2681	2682	3000
Math	From	To	From	To	From	To	From	To
3	2000	2380	2381	2435	2436	2500	2501	2613
4	2255	2410	2411	2484	2485	2548	2549	2663
5	2265	2454	2455	2527	2528	2578	2579	2710
6	2263	2472	2473	2551	2552	2609	2610	2752
7	2243	2483	2484	2566	2567	2634	2635	2789
8	2239	2503	2504	2585	2586	2652	2653	2819
11	2242	2542	2543	2627	2628	2717	2718	3000

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**STATE DEPARTMENT OF EDUCATION  
JUNE 18, 2015  
Threshold Achievement Level Descriptors  
Grade 3 English Language Arts/Literacy**

The student who just enters Level 2 should be able to:	
<b>READING Literary Text Targets 1-7</b>	<ul style="list-style-type: none"> <li>• Use some details and information from text to partially support answers or basic inferences.</li> <li>• In texts of low-to-moderate complexity, summarize central ideas, key events, or the sequence of events presented in a text.</li> <li>• In texts of low-to-moderate complexity, determine intended meaning of words through context, relationships, structure, or resources.</li> <li>• In texts of low-to-moderate complexity, explain his or her inferences about characters, feelings, and author’s message.</li> <li>• Explain how information is presented or connected within or across texts of low-to-moderate complexity.</li> <li>• Specify or compare relationships across texts of low-to-moderate complexity.</li> <li>• Demonstrate knowledge of text structures or text features in texts of low-to-moderate complexity.</li> <li>• Interpret use of language by distinguishing literal from non-literal meanings of words or phrases used in context in texts of low-to-moderate complexity.</li> </ul>
<b>READING Informational Text Targets 8-14</b>	<ul style="list-style-type: none"> <li>• Use some details and information from text to partially support answers or basic inferences.</li> <li>• In texts of low-to-moderate complexity, summarize central ideas, key events, or the sequence of events presented in a text.</li> <li>• In texts of low-to-moderate complexity, determine intended meaning of words through context, relationships, structure, or resources.</li> <li>• In texts of low-to-moderate complexity, explain his or her inferences about characters, feelings, and author’s message.</li> <li>• Explain how information is presented or connected within or across texts of low-to-moderate complexity.</li> <li>• Specify or compare relationships across texts of low-to-moderate complexity.</li> <li>• Demonstrate knowledge of text structures or text features in texts of low-to-moderate complexity.</li> <li>• Interpret use of language by distinguishing literal from non-literal meanings of words or phrases used in context in texts of low-to-moderate complexity.</li> </ul>
<b>WRITING Targets 1-10</b>	<ul style="list-style-type: none"> <li>• Write or revise one simple-structure paragraph, demonstrating some awareness of narrative techniques, chronology, appropriate transitional strategies for coherence, or author’s craft appropriate to purpose.</li> <li>• Write simple complete compositions, demonstrating some narrative techniques: chronology, transitional strategies for coherence, structure, or author’s craft with possible demonstration of purpose.</li> <li>• Write or revise one simple-structure informational/explanatory paragraph, demonstrating some awareness of how to organize ideas by stating focus, including transitional strategies for coherence, supporting details, or a conclusion.</li> <li>• Write or revise, simple informational/explanatory texts on a topic, occasionally attending to purpose and audience, organizing ideas by stating a focus, including structures and transitional strategies for coherence, including some supporting details and a conclusion.</li> <li>• Show some awareness of how to use text features in information texts to enhance meaning with minimal support (e.g., directive or general feedback).</li> <li>• Write or revise one simple-structure paragraph demonstrating ability to state an opinion about a topic or source, set a context, loosely organize ideas using linking words, develop some supporting reasons, or provide a partial conclusion.</li> </ul>

**STATE DEPARTMENT OF EDUCATION  
JUNE 18, 2015  
Threshold Achievement Level Descriptors  
Grade 3 English Language Arts/Literacy**

	<ul style="list-style-type: none"> <li>• Write simple complete opinion pieces, demonstrating some ability to state opinions about topics or sources, attend to purpose and audience, organize ideas by stating a context and focus, include structures and transitional strategies for coherence, develop few supporting reasons, and provide a conclusion.</li> <li>• With some support (e.g., directive and general feedback), use language and vocabulary that is appropriate to the purpose and audience when revising or composing texts.</li> <li>• Apply or edit grade-appropriate grammar, usage, and mechanics to clarify a message and edit narrative, informational, and opinion texts.</li> <li>• Use tools of technology to produce texts with minimal support (e.g., whole broken into parts).</li> </ul>
<b>SPEAKING/ LISTENING Target 4</b>	<ul style="list-style-type: none"> <li>• Interpret or use information delivered orally or audio-visually with some support (e.g., repeated listening or viewing).</li> </ul>
<b>The student who just enters Level 3 should be able to:</b>	
<b>READING Literary Text Targets 1–7</b>	<ul style="list-style-type: none"> <li>• Use explicit details and information from texts of moderate complexity to support answers or basic inferences.</li> <li>• Identify or summarize central ideas, key events, or sequence of events presented in texts of moderate complexity.</li> <li>• Determine intended meaning of words through context, relationships, structure, or resources in texts of moderate complexity.</li> <li>• Interpret and explain inferences and author’s message and distinguish point of view in texts of moderate complexity.</li> <li>• Specify and compare or contrast relationships across texts of moderate complexity.</li> <li>• Demonstrate knowledge of text structures or text features to obtain, interpret, explain, or connect information in texts of moderate complexity.</li> <li>• Interpret use of language by distinguishing literal from non-literal meanings of words or phrases used in context in texts of moderate complexity.</li> </ul>
<b>READING Informational Text Targets 8–14</b>	<ul style="list-style-type: none"> <li>• Use explicit details and information from texts of moderate complexity to support answers or basic inferences.</li> <li>• Identify or summarize central ideas, key events, or sequence of events presented in texts of moderate complexity.</li> <li>• Determine intended meaning of words through context, relationships, structure, or resources in texts of moderate complexity.</li> <li>• Interpret and explain inferences and author’s message and distinguish point of view in texts of moderate complexity.</li> <li>• Specify and compare or contrast relationships across texts of moderate complexity.</li> <li>• Demonstrate knowledge of text structures or text features to obtain, interpret, explain, or connect information in texts of moderate complexity.</li> <li>• Interpret use of language by distinguishing literal from non-literal meanings of words or phrases used in context in texts of moderate complexity.</li> </ul>
<b>WRITING Targets 1–10</b>	<ul style="list-style-type: none"> <li>• Write or revise one paragraph, demonstrating narrative techniques, chronology, appropriate transitional strategies for coherence, or author’s craft appropriate to purpose.</li> <li>• Write full compositions, demonstrating narrative techniques: chronology, transitional strategies for coherence, or author’s craft with minimal demonstration of purpose.</li> </ul>

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	<ul style="list-style-type: none"> <li>• Write or revise one or more informational/explanatory paragraphs, demonstrating ability to organize ideas by stating focus, including transitional strategies for coherence, supporting details, or a conclusion.</li> <li>• Use text features in information texts to enhance meaning without support.</li> <li>• Write or revise one or more paragraphs, demonstrating ability to state an opinion about a topic or source, set a context, organize ideas using linking words, develop supporting reasons, or provide an appropriate conclusion.</li> <li>• Write full opinion pieces, demonstrating ability to state opinions about topics or sources, attend to purpose and audience, organize ideas by stating a context and focus, include structures and transitional strategies for coherence, develop supporting reasons, and provide a conclusion.</li> <li>• Without support, use grade-level vocabulary appropriate to the purpose and audience when revising and composing text.</li> <li>• Apply or edit grade-appropriate grammar, usage, and mechanics to clarify a message and edit narrative, informational, and opinion texts.</li> <li>• Without support, use tools of technology to produce texts.</li> </ul>
<b>SPEAKING/ LISTENING Target 4</b>	<ul style="list-style-type: none"> <li>• Interpret and use information delivered orally or audio-visually without support.</li> </ul>

**The student who just enters Level 4 should be able to:**

<b>READING Literary Text Targets 1–7</b>	<ul style="list-style-type: none"> <li>• Use explicit details and information from the text to support answers and basic inferences in highly complex texts.</li> <li>• Identify and summarize central ideas, key events, or the sequence of events presented in highly complex texts.</li> <li>• Determine intended meaning of words through context, relationships, structure, or resources in highly complex texts.</li> <li>• Use evidence to interpret and explain inferences and distinguish point of view from that of the narrator/character in highly complex texts.</li> <li>• Specify, compare, and contrast relationships across highly complex texts.</li> <li>• Demonstrate knowledge of text structures and text features to interpret or explain/connect information in highly complex texts.</li> <li>• Begin to interpret use of language by distinguishing literal from non-literal meanings of words or phrases used in context in highly complex texts.</li> </ul>
<b>READING Informational Text Targets 8–14</b>	<ul style="list-style-type: none"> <li>• Use explicit details and information from the text to support answers and basic inferences in highly complex texts.</li> <li>• Identify and summarize central ideas, key events, or the sequence of events presented in highly complex texts.</li> <li>• Determine intended meaning of words through context, relationships, structure, or resources in highly complex texts.</li> <li>• Use evidence to interpret and explain inferences and distinguish point of view from that of the narrator/character in highly complex texts.</li> <li>• Specify, compare, and contrast relationships across highly complex texts.</li> <li>• Demonstrate knowledge of text structures and text features to interpret or explain/connect</li> </ul>

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	<p>information in highly complex texts.</p> <ul style="list-style-type: none"> <li>• Begin to interpret use of language by distinguishing literal from non-literal meanings of words or phrases used in context in highly complex texts.</li> <li>• Evaluate or interpret the impact/intent of literary devices or connotative meaning of words and phrases used in context and the impact of those word choices on reader interpretation of texts of high complexity.</li> </ul>
<p><b>WRITING          Targets          1–10</b></p>	<ul style="list-style-type: none"> <li>• Begin to write or revise one or more complex paragraphs, demonstrating specific narrative techniques, chronology, appropriate transitional strategies for coherence, and author’s craft appropriate to purpose.</li> <li>• Begin to write full, complex compositions, demonstrating specific narrative techniques: chronology, appropriate transitional strategies for coherence, structure, and author’s craft appropriate to purpose.</li> <li>• Begin to write or revise one or more complex informational/explanatory paragraphs, demonstrating ability to organize ideas by stating focus, including appropriate transitional strategies for coherence, supporting details, and an appropriate conclusion.</li> <li>• Begin to write or revise one or more complex paragraphs, demonstrating ability to state opinions about topics or sources, set a context, organize ideas using linking words or phrases, develop supporting reasons, or provide an appropriate, strong conclusion.</li> <li>• Begin to write complex opinion pieces, demonstrating ability to state opinions about topics or sources, attend to purpose and audience, organize ideas by stating a context and focus, include structures and appropriate transitional strategies for coherence, develop supporting reasons, and provide an appropriate conclusion.</li> <li>• Begin to use complex language and vocabulary appropriate to the purpose and audience when revising and composing texts.</li> <li>• Begin to apply or edit appropriately complex grammar, usage, and mechanics to clarify a message and edit narrative, informational, and opinion texts.</li> <li>• Begin to use multiple tools of technology to produce texts.</li> </ul>
<p><b>SPEAKING/          LISTENING          Target 4</b></p>	<ul style="list-style-type: none"> <li>• Begin to critically interpret and use information delivered orally or audio-visually.</li> </ul>

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The student who just enters Level 2 should be able to:	
<p><b>READING Literary Text Targets 1-7</b></p>	<ul style="list-style-type: none"> <li>• Use some details and information from the text to minimally support answers and inferences in texts of low-to-moderate complexity.</li> <li>• Identify or summarize some central ideas/key events in texts of low-to-moderate complexity.</li> <li>• Determine the intended meanings of some words, including words with multiple meanings, based on context, word relationships, word structure, and use of resources, with support in texts of low-to-moderate complexity.</li> <li>• Use supporting evidence to justify/explain own inferences in texts of low-to-moderate complexity.</li> <li>• Interpret, specify, or compare how information is presented across texts of low-to moderate complexity.</li> <li>• Relate partial knowledge of text structures, genre-specific features, or formats to obtain, interpret, explain, or connect information within texts of low-to-moderate complexity.</li> <li>• Determine some figurative language, literary devices, or connotative meanings of words and phrases used in context in texts of low-to-moderate complexity.</li> </ul>
<p><b>READING Informational Text Targets 8-14</b></p>	<ul style="list-style-type: none"> <li>• Identify some details and information from the text to support answers or basic inferences about information presented in texts of low-to-moderate complexity.</li> <li>• Identify some central ideas, key events, and procedures with support.</li> <li>• Determine intended meanings of some words, academic words, domain-specific words, and words with multiple meanings, based on context, word relationships, word structure, or partial reliance on use of resources in texts of low-to-moderate complexity.</li> <li>• Provide some supporting evidence to justify or interpret how information is presented in texts of low-to-moderate complexity.</li> <li>• Interpret, explain, or connect information presented within or across texts of low-to-moderate complexity.</li> <li>• Relate knowledge of some text structures or text features to obtain, interpret, or explain information in texts of low-to-moderate complexity.</li> <li>• Determine some figurative language/literary devices or connotative meanings of words and phrases used in context and partially explain the impact of those word choices on meaning and tone in texts of low-to-moderate complexity.</li> </ul>
<p><b>WRITING Targets 1-10</b></p>	<ul style="list-style-type: none"> <li>• Write or revise one simple-structure paragraph, demonstrating some awareness of narrative techniques, chronology, appropriate transitional strategies for coherence, or author’s craft.</li> <li>• Write simple complete compositions, occasionally demonstrating narrative techniques, appropriate transitional strategies for coherence, or author’s craft.</li> <li>• Write or revise one simple-structure informational/explanatory paragraph, demonstrating some awareness of how to organize ideas by stating a focus, include transitional strategies for coherence or supporting evidence and elaboration, or write body paragraphs with a conclusion.</li> <li>• Write simple informational/explanatory text on a topic, occasionally attending to purpose and audience; using minimal organization of ideas by stating a focus; including structures and transitional strategies for coherence; and including evidence, elaboration, and a conclusion.</li> <li>• With some support (e.g., directive and general feedback), show some awareness of how to use text features in informational texts to enhance meaning.</li> <li>• Write or revise one simple paragraph, demonstrating a limited ability to state opinions about topics or sources, including few organized ideas, loosely developed evidence/reasons and elaboration, and an undeveloped conclusion.</li> </ul>

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	<ul style="list-style-type: none"> <li>• Write simple opinion pieces demonstrating some ability to state opinions about a topic or source, minimally attending to purpose and audience; organize few ideas by stating a context and focus; include some structures and transitional strategies for coherence; include few supporting reasons/evidence; and include a conclusion.</li> <li>• With some support (e.g., directive or general feedback) show some awareness of how to use language and vocabulary appropriate to purpose and audience when revising or composing texts.</li> <li>• Apply or edit grade-appropriate grammar, usage, and mechanics to clarify a message and edit narrative, informational, and opinion texts with support (e.g., grammar aids).</li> <li>• Use tools of technology to gather information, make revisions, or produce texts with support (e.g., whole broken into parts).</li> </ul>
<b>SPEAKING/ LISTENING Target 4</b>	<ul style="list-style-type: none"> <li>• Interpret and use information delivered orally or audio-visually with support (e.g., some directive feedback).</li> </ul>
<b>RESEARCH/ INQUIRY Targets 1-4</b>	<ul style="list-style-type: none"> <li>• Conduct short simple research projects to answer single-step questions or to investigate and paraphrase different aspects of a narrow topic or concept.</li> <li>• Locate some information to support ideas and select some information from data or print and non-print text sources.</li> <li>• Distinguish relevant-irrelevant information with support (e.g., some directive feedback).</li> <li>• Generate some conjectures or opinions.</li> </ul>
<b>The student who just enters Level 3 should be able to:</b>	
<b>READING Literary Text Targets 1-7</b>	<ul style="list-style-type: none"> <li>• Use details and information from texts of moderate complexity to support answers and inferences.</li> <li>• Identify or summarize central ideas/key events in texts of moderate complexity.</li> <li>• Begin to determine the intended meanings of words, including words with multiple meanings, based on context, word relationships, word structure, and use of resources in texts of moderate complexity.</li> <li>• Use supporting evidence to justify/explain own inferences in texts of moderate complexity.</li> <li>• Interpret, specify, or compare how information is presented across texts of moderate complexity.</li> <li>• Begin to relate knowledge of text structures, genre-specific features, or formats to obtain, interpret, explain, or connect information within texts of moderate complexity.</li> <li>• Determine or interpret figurative language, literary devices, or connotative meanings of words and phrases used in context and partially explain the impact of those word choices on meaning and tone in texts of moderate complexity.</li> </ul>
<b>READING Informational Text Targets 8-14</b>	<ul style="list-style-type: none"> <li>• Identify details and information from texts of moderate complexity to support answers or basic inferences about information presented and provided.</li> <li>• Identify or summarize central ideas, key events, and procedures in texts of moderate complexity.</li> <li>• Determine intended meanings of words, academic words, domain-specific words, and words with multiple meanings, based on context, word relationships, word structure, or use of resources, with primary focus on the academic vocabulary common to texts of moderate complexity.</li> </ul>

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	<ul style="list-style-type: none"> <li>• Use supporting evidence to justify or interpret how information is presented or integrated in texts of moderate complexity.</li> <li>• Interpret, explain, or connect information presented within or across texts of moderate complexity.</li> <li>• Relate knowledge of text structures or text features to obtain, interpret, explain, or integrate information in texts of moderate complexity.</li> <li>• Determine or interpret figurative language/literary devices or connotative meanings of words and phrases used in context and explain the impact of those word choices on meaning and tone in texts of moderate complexity.</li> </ul>
<p><b>WRITING Targets 1–10</b></p>	<ul style="list-style-type: none"> <li>• Write or revise one paragraph, demonstrating narrative techniques, chronology, appropriate transitional strategies for coherence, and begin to use author’s craft with appropriate purpose.</li> <li>• Write full compositions, demonstrating specific narrative techniques, appropriate transitional strategies for coherence, and begin to use author’s craft with limited purpose.</li> <li>• Write one full informational/explanatory paragraph, demonstrating ability to organize ideas by stating a focus, including transitional strategies for coherence or supporting evidence and elaboration, and begin to write body paragraphs appropriate to a purpose and audience.</li> <li>• Write informational/explanatory texts on a topic, attending to purpose and audience; organize ideas by stating a focus; include structures and transitional strategies for coherence; include supporting evidence and elaboration; and begin to develop a complete conclusion.</li> <li>• Use some text features in informational text to enhance meaning without support.</li> <li>• Write or revise one paragraph, demonstrating ability to state opinions about topics or sources, set loose context, minimally organize ideas, develop evidence/reasons and elaboration, and develop a conclusion with limited purpose and audience.</li> <li>• Write opinion pieces, demonstrating ability to state opinions about topics or sources, attending to purpose and audience; organize ideas by stating a context and focus; include structures and transitions for coherence; include some supporting evidence/reasons and elaboration; and develop an appropriate conclusion.</li> <li>• Strategically use language and vocabulary appropriate to purpose and audience when revising or composing texts without support.</li> <li>• Apply or edit grade-appropriate grammar, usage, and mechanics to clarify a message and edit narrative, informational, and opinion texts without support.</li> <li>• Use tools of technology to gather information, make revisions, or produce texts.</li> </ul>
<p><b>SPEAKING/ LISTENING Target 4</b></p>	<ul style="list-style-type: none"> <li>• Interpret and use information delivered orally or audio-visually without support.</li> </ul>
<p><b>RESEARCH/ INQUIRY Targets 1–4</b></p>	<ul style="list-style-type: none"> <li>• Conduct short, limited research projects to answer multi-step questions, or to investigate and paraphrase different aspects of a broader topic or concept.</li> <li>• Locate information to support central ideas and subtopics and select information and partially integrate information from data or print and non-print sources.</li> <li>• Distinguish relevant-irrelevant information without support.</li> <li>• Generate partial conjectures or opinions and include partial evidence to support them based on evidence collected.</li> </ul>

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The student who just enters Level 4 should be able to:	
<b>READING</b> <b>Literary Text</b> <b>Targets</b> <b>1–7</b>	<ul style="list-style-type: none"> <li>• Use explicit details and implicit information from the text to support answers and inferences in highly complex texts.</li> <li>• Begin to consistently identify and summarize central ideas/key events in highly complex texts.</li> <li>• Begin to determine the intended meanings of words, including words with multiple meanings, based on context, word relationships, word structure, and use of resources in highly complex texts.</li> <li>• Begin to use extensive supporting evidence to justify/explain own inferences in depth in highly complex texts.</li> <li>• Begin to use extensive detail to interpret, specify, or compare how information is presented across highly complex texts.</li> <li>• Relate knowledge of text structures, genre-specific features, or formats to obtain, interpret, explain, or connect information within highly complex texts.</li> <li>• Begin to determine and interpret figurative language, literary devices, or connotative meanings of words and phrases used in context and explain the impact of those word choices on meaning and tone in highly complex texts.</li> </ul>
<b>READING</b> <b>Informational Text</b> <b>Targets</b> <b>8–14</b>	<ul style="list-style-type: none"> <li>• Begin to identify and explain explicit details and implicit information from highly complex texts to support answers and inferences about information presented and provided.</li> <li>• Identify and summarize central ideas, key details, and procedures in highly complex texts.</li> <li>• Begin to determine the intended meanings of words, academic words, domain-specific words, and words with multiple meanings, based on context, word relationships, word structure, or use of resources, with primary focus on the academic vocabulary common to highly complex texts.</li> <li>• Begin to use detailed supporting evidence to justify or interpret how information is presented and integrated in highly complex texts.</li> <li>• Begin to interpret, explain, or connect information presented within or across highly complex texts.</li> <li>• Begin to relate knowledge of text structures or text features to obtain, interpret, explain, and integrate information in highly complex texts.</li> <li>• Begin to determine or interpret figurative language/literary devices or connotative meanings of words and phrases used in context and the impact of those word choices on meaning and tone in highly complex texts.</li> </ul>
<b>WRITING</b> <b>Targets</b> <b>1–10</b>	<ul style="list-style-type: none"> <li>• Begin to write or revise one or more complex paragraphs, demonstrating specific narrative techniques, chronology, appropriate transitional strategies for coherence, or author’s craft appropriate to purpose.</li> <li>• Begin to write full complex compositions, demonstrating, specific narrative techniques, appropriate transitional strategies for coherence, and author’s craft appropriate to purpose.</li> <li>• Begin to write or revise more than one complex informational/explanatory paragraph, demonstrating ability to including appropriate transitional strategies for coherence or supporting evidence and elaboration, and writing body paragraphs with a conclusion appropriate to purpose and audience.</li> <li>• Begin to write full, complex informational/explanatory texts on a topic, attending to purpose and audience; organize ideas by stating a focus; include structures and appropriate transitional strategies for coherence; and include strong supporting details and a well-developed, appropriate conclusion.</li> <li>• Begin to use text features in information texts to enhance meaning.</li> </ul>



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	<ul style="list-style-type: none"> <li>• Begin to write or revise more than one complex paragraph, demonstrating ability to state opinions about topics or sources, set a context, efficiently organize ideas, develop strong supporting evidence/reasons and elaboration, and develop an appropriate, strong conclusion.</li> <li>• Begin to write complex opinion pieces, clearly demonstrating ability to state opinions about topics or sources, attending to purpose and audience; efficiently organize ideas by stating a context and focus; include more complex structures and appropriate transitional strategies for coherence; develop strong supporting evidence/reasons; and provide an appropriate, well-developed conclusion.</li> <li>• Begin to strategically use language and vocabulary appropriate to purpose and audience when revising or composing complex texts.</li> <li>• Begin to apply or edit appropriate grammar, usage, and mechanics to clarify a message and edit narrative, informational, and opinion texts.</li> <li>• Begin to use multiple tools of technology to gather information, make revisions, or produce texts.</li> </ul>
<p><b>SPEAKING/ LISTENING Target 4</b></p>	<ul style="list-style-type: none"> <li>• Begin to critically interpret and use information delivered orally or audio-visually.</li> </ul>
<p><b>RESEARCH/ INQUIRY Targets 1–4</b></p>	<ul style="list-style-type: none"> <li>• Begin to conduct research projects to answer multi-step questions or to investigate and paraphrase different aspects of a broader topic or concept.</li> <li>• Begin to locate information to support central ideas and subtopics and select and integrate critical information from two or more data or print and non-print text sources.</li> <li>• Begin to distinguish relevant-irrelevant information.</li> <li>• Begin to generate strong conjectures or opinions and cite relevant evidence to support them based on evidence collected and analyzed.</li> </ul>

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The student who just enters Level 2 should be able to:	
<b>READING Literary Text Targets 1-7</b>	<ul style="list-style-type: none"> <li>• Cite some textual evidence to support conclusions drawn from texts of low-to-moderate complexity.</li> <li>• Use some explicit and limited implicit information to support emerging inferences or analyses.</li> <li>• Partially summarize central ideas and some key events.</li> <li>• Determine the intended meaning of some grade-appropriate words, including academic and domain-specific words within context.</li> <li>• Use some supporting evidence to justify interpretations of information presented or indicate how information is integrated in one or more texts.</li> <li>• Identify and begin to compare how information is presented within or across texts of low-to-moderate complexity.</li> <li>• Use basic knowledge of text structures or genre-specific features to begin to integrate or analyze information.</li> <li>• Interpret the meaning of some common figurative language.</li> </ul>
<b>READING Informational Text Targets 8-14</b>	<ul style="list-style-type: none"> <li>• Cite some textual evidence to support conclusions drawn from texts of low-to-moderate complexity.</li> <li>• Use some explicit and limited implicit information to support emerging inferences or analyses.</li> <li>• Partially summarize central ideas and some key events.</li> <li>• Determine the intended meaning of some grade-appropriate words, including academic and domain-specific words within context.</li> <li>• Use some supporting evidence to justify interpretations of information presented or indicate how information is integrated in texts of low-to-moderate complexity.</li> <li>• Identify and begin to compare how information is presented within or across texts of low-to-moderate complexity.</li> <li>• Use basic knowledge of text structures or genre-specific features to begin to integrate or analyze information.</li> <li>• Interpret the meaning of some common figurative language.</li> </ul>
<b>WRITING Targets 1-10</b>	<ul style="list-style-type: none"> <li>• Write or revise one paragraph, demonstrating some narrative techniques, chronology, appropriate transitional strategies for coherence, or author's craft.</li> <li>• Plan, write, revise, and edit a full composition, occasionally demonstrating narrative techniques, chronology, transitional strategies for coherence, or author's craft.</li> <li>• Write or revise one informational/explanatory paragraph, demonstrating some ability to organize ideas by stating a focus, including some transitional strategies for coherence or some supporting evidence and elaboration, or writing body paragraphs or a conclusion.</li> <li>• Plan, write, revise, and edit full informational/explanatory text on a topic, attending to purpose and audience, organizing ideas by stating a focus, including structures and transitional strategies for coherence, including supporting evidence and elaboration, and developing a conclusion.</li> <li>• Use some appropriate text features (headings, bold text, captions, etc.) in informational texts to enhance meaning.</li> <li>• Write or revise one paragraph, demonstrating some ability to state opinions about topics or sources, set a loose context, minimally organize ideas using linking words or phrases, develop evidence/reasons and some elaboration, or develop a conclusion.</li> </ul>

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	<ul style="list-style-type: none"> <li>• Plan, write, revise, and edit opinion pieces, demonstrating some ability to state opinions about topics or sources, minimally attending to purpose and audience; organize ideas by stating a context and focus; include structures and some transitional strategies for coherence; develop some evidence/reasons and elaboration; and develop a conclusion.</li> <li>• With minimal support, use some common language and vocabulary (including academic or domain-specific vocabulary) appropriate to the purpose and audience when revising or composing texts.</li> <li>• Show some ability to apply and edit text, demonstrating a partial understanding of Standard English grammar conventions and usage (e.g., capitalization, punctuation, and spelling).</li> <li>• Begin to use the tools of technology (including the Internet), with substantial guidance and support, to produce and publish writing.</li> </ul>
<b>SPEAKING/ LISTENING Target 4</b>	<ul style="list-style-type: none"> <li>• Interpret and use information delivered orally or audio-visually with support (e.g., some directive feedback).</li> </ul>
<b>RESEARCH/ INQUIRY Targets 1–4</b>	<ul style="list-style-type: none"> <li>• Begin to conduct simple, short research projects with some guidance.</li> <li>• With some guidance, begin to locate information to support central ideas and subtopics; select and integrate information from multiple sources.</li> <li>• With some guidance, begin to gather and distinguish relevant information, summarize/paraphrase information from multiple sources, and provide a list of sources.</li> <li>• With some guidance, begin to integrate information from several sources on the same topic to generate an informed opinion in order to write about the subject knowledgeably.</li> </ul>
<b>The student who just enters Level 3 should be able to:</b>	
<b>READING Literary Text Targets 1–7</b>	<ul style="list-style-type: none"> <li>• With some consistency, identify some relevant textual evidence to support conclusions drawn from texts of moderate complexity.</li> <li>• Identify and interpret the meaning of some figurative language, some literary devices, and some connotative meanings of words and phrases.</li> <li>• Accurately summarize central ideas and key events.</li> <li>• With some consistency, determine the intended or precise meaning of grade-appropriate words, including academic and domain-specific words.</li> <li>• Apply some relevant reasoning and textual evidence to justify developing analyses or judgments.</li> <li>• With some consistency, analyze how information is presented within or across texts of moderate complexity, identifying some relationships among targeted aspects.</li> <li>• With some consistency, analyze some text structures and genre-specific features or formats from multiple texts, and identify the impact of those choices on meaning or presentation.</li> </ul>
<b>READING Informational Text Targets 8–14</b>	<ul style="list-style-type: none"> <li>• With some consistency, identify some relevant textual evidence to support conclusions drawn from texts of moderate complexity.</li> <li>• Identify and interpret the meaning of some figurative language and some literary devices or connotative meanings of words and phrases.</li> <li>• Accurately summarize central ideas and key events.</li> <li>• With some consistency, determine the intended or precise meaning of grade-appropriate words, including academic and domain-specific words.</li> <li>• Apply some relevant reasoning and textual evidence to justify developing analyses or</li> </ul>

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	<p>judgments.</p> <ul style="list-style-type: none"> <li>• With some consistency, analyze how information is presented within or across texts of moderate complexity, identifying some relationships among targeted aspects.</li> <li>• With some consistency, analyze some text structures, genre-specific features, or formats from multiple texts of moderate complexity.</li> </ul>
<p><b>WRITING Targets 1–10</b></p>	<ul style="list-style-type: none"> <li>• Write or revise one or more paragraphs, demonstrating narrative techniques, chronology, appropriate transitional strategies for coherence, or author’s craft appropriate to purpose, including a conclusion.</li> <li>• Plan, write, revise, and edit a full composition, demonstrating narrative techniques, chronology, appropriate transitional strategies for coherence, author’s craft appropriate to purpose, including a conclusion, and evidence from texts to support analysis, reflection, and research.</li> <li>• Write or revise one or more informational/explanatory paragraphs, demonstrating ability to organize ideas by stating a focus, including transitional strategies for coherence, or supporting evidence and elaboration, or writing body paragraphs or a conclusion appropriate to purpose and audience.</li> <li>• Plan, write, revise, and edit full informational/explanatory text on a topic, attending to purpose and audience; organize ideas by stating a focus, include structures and transitional strategies for coherence, include supporting evidence and elaboration, and develop a conclusion.</li> <li>• Use appropriate text features (headings, bold text, captions, etc.) in informational texts to enhance meaning.</li> <li>• Write or revise one or more paragraphs, demonstrating ability to state opinions about topics or sources, set a context, organize ideas using linking words or phrases, develop supporting evidence/reasons and elaboration, or develop a conclusion appropriate to purpose and audience.</li> <li>• Plan, write, revise and edit full opinion pieces, demonstrating ability to state opinions about topics or sources, attend to purpose and audience, organize ideas by stating a context and focus, include structures and transitional strategies for coherence, develop supporting evidence/reasons, and develop a conclusion appropriate to purpose and audience.</li> <li>• Use a range of language and vocabulary (including academic or domain-specific vocabulary) appropriate to the purpose and audience when revising or composing texts.</li> <li>• Adequately apply and edit text, demonstrating a understanding of Standard English grammar conventions and usage (e.g., capitalization, punctuation, and spelling).</li> <li>• Use the tools of technology (including the Internet) to produce and publish writing.</li> </ul>
<p><b>SPEAKING/ LISTENING Target 4</b></p>	<ul style="list-style-type: none"> <li>• Interpret and use information delivered orally or audio-visually.</li> </ul>
<p><b>RESEARCH/ INQUIRY Targets 1–4</b></p>	<ul style="list-style-type: none"> <li>• Conduct short research projects.</li> <li>• Locate information to support central ideas and subtopics; select and integrate information from multiple sources.</li> <li>• Gather and distinguish relevant information, summarize/paraphrase information from multiple sources, and provide a list of sources.</li> <li>• Integrate information from several sources on the same topic to generate an informed opinion and write about the subject knowledgeably.</li> </ul>

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<b>The student who just enters Level 4 should be able to:</b>	
<b>READING Literary Text Targets 1–7</b>	<ul style="list-style-type: none"> <li>• Consistently cite specific and relevant textual evidence to support conclusions drawn from highly complex texts.</li> <li>• Accurately interpret the meaning and impact of most figurative language and literary devices or cognitive meanings of words and phrases.</li> <li>• Consistently and accurately summarize central ideas and key events.</li> <li>• Determine the intended and precise meaning of most grade-appropriate words, including academic and domain-specific words.</li> <li>• Apply appropriate and relevant reasoning and a range of textual evidence to justify analysis or judgments.</li> <li>• Analyze and/or compare how information is presented within or across highly complex texts, identifying relationships among targeted aspects.</li> <li>• Consistently evaluate text structures and genre-specific features across texts, and identify the impact of those choices on meaning or presentation.</li> </ul>
<b>READING Informational Text Targets 8–14</b>	<ul style="list-style-type: none"> <li>• Consistently cite specific, relevant textual evidence to support conclusions drawn from highly complex texts.</li> <li>• Accurately interpret the meaning and impact of most figurative language and literary devices or connotative meanings of words and phrases.</li> <li>• Consistently and accurately summarize central ideas and key events.</li> <li>• Determine the intended and precise meaning of most grade-appropriate words, including academic and domain-specific words.</li> <li>• Apply appropriate and relevant reasoning and a range of textual evidence to justify analysis or judgments.</li> <li>• Analyze and/or compare how information is presented within or across highly complex texts, identifying relationships among targeted aspects.</li> <li>• Consistently evaluate text structures across highly complex texts.</li> </ul>
<b>WRITING Targets 1–10</b>	<ul style="list-style-type: none"> <li>• Write or revise more than one complex paragraphs, demonstrating specific narrative techniques, chronology, appropriate transitional strategies for coherence, or author’s craft appropriate to purpose, including a strong conclusion.</li> <li>• Plan, write, revise, and edit a full, complex composition, clearly demonstrating specific narrative techniques, chronology, appropriate transitional strategies for coherence, and author’s craft appropriate to purpose, including a well-developed conclusion and evidence from texts to support analysis, reflection, and research.</li> <li>• Write or revise more than one complex informational/explanatory paragraph, demonstrating ability to organize ideas by stating a focus, including appropriate transitional strategies for coherence, or strong supporting evidence and elaboration, or writing body paragraphs or a conclusion appropriate to purpose and audience.</li> <li>• Plan, write, revise, and edit full informational/explanatory text on a topic attending to purpose and audience, organizing ideas by stating a focus, including structures and appropriate transitional strategies for coherence, including strong supporting evidence and elaboration, and developing an appropriate conclusion.</li> <li>• Use effective text features (headings, bold text, captions, etc.) in informational texts to enhance meaning.</li> </ul>

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	<ul style="list-style-type: none"> <li>• Write or revise more than one paragraph, clearly demonstrating the ability to state opinions about topics or sources, set a context, efficiently organize ideas using linking words or phrases, develop supporting evidence/reasons and some elaboration, or develop a conclusion appropriate to purpose and audience.</li> <li>• Plan, write, revise and edit full opinion pieces, demonstrating the ability to state opinions about topics or sources, attend to purpose and audience, efficiently organize ideas by stating a context and focus, include some complex structures and appropriate transitional strategies for coherence, develop strong supporting evidence/reasons and elaboration, and develop an appropriate conclusion.</li> <li>• Use a broad range of language and vocabulary (including academic or domain-specific vocabulary) appropriate to the purpose and audience when revising or composing texts.</li> <li>• Effectively apply and edit text, demonstrating an understanding of Standard English grammar conventions and usage (e.g., capitalization, punctuation, and spelling).</li> <li>• Effectively use the tools of technology (including the Internet) to produce and publish writing.</li> </ul>
<b>SPEAKING/ LISTENING Target 4</b>	<ul style="list-style-type: none"> <li>• Begin to critically interpret and use information delivered orally or audio-visually.</li> </ul>
<b>RESEARCH/ INQUIRY Targets 1–4</b>	<ul style="list-style-type: none"> <li>• Begin to critically and effectively conduct short research projects with some guidance.</li> <li>• Begin to critically and effectively locate information to support central ideas and subtopics; select and integrate information from multiple sources.</li> <li>• Begin to critically and effectively gather and distinguish relevant information, summarize/paraphrase information from multiple sources, and provide a list of sources.</li> <li>• Begin to critically and effectively integrate information from several sources on the same topic to generate an informed opinion and write about the subject knowledgeably.</li> </ul>

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<b>READING</b> <b>Literary Text</b> <b>Targets</b> <b>1-7</b>	<ul style="list-style-type: none"> <li>• Cite some textual evidence to support conclusions drawn from text.</li> <li>• Use some explicit and limited implicit information to support emerging inferences or analyses.</li> <li>• Partially summarize central ideas and key events using some details from texts of low-to-moderate complexity.</li> <li>• Determine the intended meaning of some grade-appropriate words including academic and domain-specific words within context.</li> <li>• Use some supporting evidence to justify interpretations of information presented or how information is integrated in one or more texts.</li> <li>• Identify and begin to compare how information is presented within or across texts.</li> <li>• Relate basic knowledge of text structures or genre-specific features to begin to integrate or analyze information.</li> <li>• Interpret the intent of some common figurative language.</li> </ul>
<b>READING</b> <b>Informational Text</b> <b>Targets</b> <b>8-14</b>	<ul style="list-style-type: none"> <li>• Cite some textual evidence to support conclusions drawn from text.</li> <li>• Begin to use explicit and limited implicit information to support emerging inferences or analyses.</li> <li>• Partially summarize central ideas and some key events.</li> <li>• Determine the intended meaning of grade-appropriate words including academic and domain-specific words within context.</li> <li>• Use some supporting evidence to justify interpretations of information presented or how information is integrated in one or more text.</li> <li>• Identify and begin to compare how information is presented within or across texts.</li> <li>• Use basic knowledge of text structures or genre-specific features to begin to integrate or analyze information.</li> <li>• Partially interpret intent of some common figurative language.</li> </ul>
<b>WRITING</b> <b>Targets</b> <b>1-10</b>	<ul style="list-style-type: none"> <li>• Apply some narrative strategies, textual structures, and transitional strategies for coherence.</li> <li>• Use minimal relevant details when writing or revising brief narrative texts.</li> <li>• Use minimal support and elaboration when writing brief informational/explanatory texts.</li> <li>• Demonstrate some ability to use appropriate text features.</li> <li>• Produce argumentative texts and attempt to acknowledge a counterclaim.</li> <li>• Demonstrate some awareness of audience and purpose when writing.</li> <li>• Pay limited attention to word choice and/or syntax.</li> <li>• Plan, write, revise, and edit argument texts demonstrating partial ability to state claims about topics or sources.</li> <li>• With some support, use basic language appropriate to the purpose and audience when revising or composing text.</li> <li>• Apply or edit a piece of writing, demonstrating a partial understanding of Standard English grammar conventions and usage (e.g., capitalization, punctuation, and spelling) when writing.</li> <li>• Demonstrate limited use of technology, including the Internet, to produce and publish writing.</li> </ul>

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<b>SPEAKING/ LISTENING</b> <b>Target 4</b>	<ul style="list-style-type: none"> <li>• Have limited engagement and interaction with media and source materials and minimally account for elements that contribute to points of view.</li> </ul>
<b>RESEARCH/ INQUIRY</b> <b>Targets 1-4</b>	<ul style="list-style-type: none"> <li>• Demonstrate minimal research and evaluation skills.</li> <li>• Draw broad conclusions from source materials.</li> <li>• Construct a partial claim with limited use of evidence.</li> <li>• Attempt to summarize main ideas, topics, key events, or procedures in informational texts but use limited supporting or relevant ideas or evidence.</li> <li>• Develop an argument with a claim and minimal support.</li> </ul>
<b>The student who just enters Level 3 should be able to:</b>	
<b>READING Literary Text</b> <b>Targets 1-7</b>	<ul style="list-style-type: none"> <li>• With some consistency, identify relevant textual evidence to support conclusions drawn from texts of moderate complexity.</li> <li>• Identify and interpret some figurative language and some literary devices or connotative meanings of words and phrases.</li> <li>• Accurately summarize central ideas and key events.</li> <li>• With some consistency, determine the intended or precise meaning of grade-appropriate words including academic and domain-specific words.</li> <li>• Apply some relevant reasoning and textual evidence to justify developing analyses or judgments made about intended effects.</li> <li>• With some consistency, analyze how information is presented within or across texts of moderate complexity, identifying some relationships among targeted aspects, including analysis of authors' points of view.</li> <li>• With some consistency, analyze some text structures or genre-specific features or formats from multiple sources of text and identify the impact of those choices on meaning or presentation.</li> </ul>
<b>READING Informational Text</b> <b>Targets 8-14</b>	<ul style="list-style-type: none"> <li>• With some consistency, identify relevant textual evidence to support conclusions drawn from text.</li> <li>• Identify and interpret some figurative language and some literary devices or connotative meanings of words and phrases.</li> <li>• Accurately summarize central ideas and key events.</li> <li>• Determine the intended or precise meaning of grade-appropriate words including academic and domain-specific words.</li> <li>• Apply some relevant reasoning and textual evidence to justify analyses or judgments made about intended effects.</li> <li>• Analyze how information is presented within or across texts, identifying some relationships among targeted aspects.</li> <li>• Analyze some text structures, genre-specific features or formats from multiple sources of text and the impact of those choices on meaning or presentation.</li> </ul>
<b>WRITING</b> <b>Targets 1-10</b>	<ul style="list-style-type: none"> <li>• Apply some narrative strategies when writing or revising one or more paragraphs.</li> <li>• Write longer narrative texts demonstrating use of specific narrative techniques, chronology, and appropriate transitional strategies for coherence.</li> <li>• Employ effective text features and visual components appropriate to purpose.</li> <li>• Demonstrate some ability to plan, write, revise, and edit full argument pieces, demonstrating ability to state claims about topics or sources; attend to purpose and</li> </ul>



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	<p>audience; organize ideas by stating a context and focus; include structures and appropriate transitional strategies for coherence; identify supporting evidence/reasons and elaboration from credible sources; and develop an appropriate conclusion.</p> <ul style="list-style-type: none"> <li>• Use a range of precise language and vocabulary (including academic words, domain-specific vocabulary, and figurative language) and style appropriate to the purpose and audience when revising or composing text.</li> <li>• Demonstrate some ability to edit a piece of writing, showing a strong adequate understanding of Standard English grammar conventions and usage (e.g., capitalization, punctuation, and spelling) when writing.</li> <li>• Demonstrate some use of technology, including the Internet, to produce and publish writing.</li> </ul>
<p><b>SPEAKING/ LISTENING Target 4</b></p>	<ul style="list-style-type: none"> <li>• Engage and interact with media and source materials and account for elements that contribute to points of view.</li> </ul>
<p><b>RESEARCH/ INQUIRY Targets 1-4</b></p>	<ul style="list-style-type: none"> <li>• Use research/inquiry methods to explore a topic.</li> <li>• Select from and adequately analyze sources from a variety of perspectives and present findings.</li> <li>• Adequately analyze authoritative sources of evidence with some diversity of formats to support a presentation.</li> <li>• Search for relevant authoritative information and evaluate the uses and limitations of source material.</li> <li>• Generate a specific debatable claim or main idea and cite some relevant evidence.</li> </ul>
<p><b>The student who just enters Level 4 should be able to:</b></p>	
<p><b>READING Literary Text Targets 1-7</b></p>	<ul style="list-style-type: none"> <li>• Cite specific, relevant textual evidence to support conclusions drawn from text.</li> <li>• Interpret the intent and impact of most figurative language and literary devices or connotative meanings of words and phrases.</li> <li>• Summarize central ideas and key events in texts of high complexity.</li> <li>• Determine the intended and precise meaning of most grade-appropriate words including academic and domain-specific words.</li> <li>• Apply appropriate and relevant reasoning and a range of textual evidence to justify analyses or judgments made about intended effects.</li> <li>• Analyze or compare how information is presented within or across texts, identifying relationships among targeted aspects.</li> <li>• Evaluate text structures or genre-specific features or formats from multiple sources of text and identify the impact of those choices on meaning or presentation.</li> </ul>
<p><b>READING Informational Text Targets 8-14</b></p>	<ul style="list-style-type: none"> <li>• Cite specific, relevant textual evidence to support conclusions drawn from text.</li> <li>• Interpret the intent and impact of most figurative language and literary devices or cognitive meanings of words and phrases.</li> <li>• Summarize central ideas and key events in texts of high complexity.</li> <li>• Determine the intended and precise meaning of most grade-appropriate words including academic and domain-specific words.</li> <li>• Apply appropriate and relevant reasoning and a range of textual evidence to justify analysis or judgments made about intended effects.</li> <li>• Analyze or compare how information is presented within or across texts, identifying relationships among targeted aspects.</li> </ul>

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	<ul style="list-style-type: none"> <li>• Evaluate text structures across texts.</li> </ul>
<b>WRITING Targets 1–10</b>	<ul style="list-style-type: none"> <li>• Demonstrate effective use of multiple, specific narrative techniques, chronology, and appropriate transitional strategies for coherence.</li> <li>• Demonstrate effective use of precise words and phrases and use relevant descriptive details and sensory language to convey experiences or author’s craft appropriate to purpose, including a conclusion that reflects on the narrated experience.</li> <li>• Demonstrate use of multiple, specific narrative techniques, chronology, and appropriate transitional strategies for coherence when writing longer narrative texts.</li> <li>• Demonstrate effective use of precise language and formal style to organize ideas by stating a focus when writing or revising more than one informational or explanatory paragraph.</li> <li>• Employ advanced text features and visual components appropriate to purpose.</li> <li>• Effectively use an extensive range of language and vocabulary (including academic words, domain-specific vocabulary, and figurative language) and style appropriate to the purpose and audience when revising or composing text.</li> <li>• Effectively apply or edit a piece of writing, demonstrating a strong understanding of Standard English grammar conventions and usage (e.g., capitalization, punctuation, and spelling) when writing.</li> <li>• Effectively use technology, including the Internet, to produce and publish writing.</li> </ul>
<b>SPEAKING/ LISTENING Target 4</b>	<ul style="list-style-type: none"> <li>• Effectively engage and interact with media and source materials and account for elements that contribute to points of view.</li> </ul>
<b>RESEARCH/ INQUIRY Targets 1–4</b>	<ul style="list-style-type: none"> <li>• Employ multimodal resources to advance a sustained exploration of a topic.</li> <li>• Synthesize multiple sources of relevant, authoritative information and discriminate among them to support an analysis.</li> <li>• Search for relevant information from diverse authoritative sources.</li> <li>• Systematically evaluate the uses and limitations of sources.</li> <li>• Generate an authoritative claim.</li> <li>• Evaluate and cite substantial, relevant evidence.</li> </ul>

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The student who just enters Level 2 should be able to:	
<b>READING</b> <b>Literary Text</b> <b>Targets</b> <b>1-7</b>	<ul style="list-style-type: none"> <li>• Use textual evidence to justify analysis regarding theme, story elements, dialogue, and point of view in texts of low-to-moderate complexity.</li> <li>• Partially summarize central ideas and key events using some details from texts of low-to-moderate complexity.</li> <li>• Partially analyze relationships among literary elements within or across texts of low-to-moderate complexity or differing versions of texts representing various genres and text types.</li> <li>• Partially analyze the structure within or between two or more texts and genre-specific features or formats of texts and the impact of those choices on meaning or presentation.</li> <li>• Partially determine or interpret the impact/intent of literary devices or connotative meaning of contextually used words and phrases and the impact of those word choices on reader interpretation of texts of low-to-moderate complexity.</li> </ul>
<b>READING</b> <b>Informational Text</b> <b>Targets</b> <b>8-14</b>	<ul style="list-style-type: none"> <li>• Identify textual evidence from sources across disciplines to support conclusions, inferences, connections, and steps to processes.</li> <li>• Partially summarize central ideas, topics/subtopics, key events, or procedures using some supporting ideas and details.</li> <li>• Partially determine connotative and denotative meanings of academic- and domain-specific words/phrases and words with multiple meanings, based on context-word relationships, word structure, and differentiating vocabulary meanings, in texts of low-to-moderate complexity.</li> <li>• Partially apply reasoning and some textual evidence to justify inferences or interpret author's presentation of information; partially delineate and evaluate the argument assessing whether the reasoning is sound.</li> <li>• Partially analyze a case in which two or more texts provide conflicting information on the same topic and identify where the texts disagree on matters of fact or interpretation regarding the authors' points of view.</li> <li>• Partially relate knowledge of text structures and genre-specific features or formats of texts to compare/analyze the impact of those choices on meaning or presentation.</li> <li>• Partially determine or interpret the impact/intent of literary devices or connotative meaning of words and phrases used in context and the impact of those word choices on reader interpretation of texts of low-to-moderate complexity.</li> </ul>
<b>WRITING</b> <b>Targets</b> <b>1-10</b>	<ul style="list-style-type: none"> <li>• Apply some narrative strategies, textual structures, and transitional strategies for coherence.</li> <li>• Use minimal relevant details when writing or revising brief narrative texts.</li> <li>• Use minimal support and elaboration when writing brief informational/explanatory texts.</li> <li>• Demonstrate some ability to use appropriate text features.</li> <li>• Produce argumentative texts and attempt to acknowledge a counterclaim.</li> <li>• Demonstrate some awareness of audience and purpose when writing.</li> <li>• Pay limited attention to word choice and/or syntax.</li> <li>• Plan, write, revise, and edit argument pieces demonstrating partial ability to state claims about topics or sources.</li> <li>• With some support, use basic language appropriate to the purpose and audience when revising or composing text.</li> <li>• Write or edit texts, demonstrating a partial understanding of Standard English grammar conventions and usage (e.g., capitalization, punctuation, and spelling).</li> <li>• Demonstrate limited use of technology, including the Internet, to produce and publish writing.</li> </ul>

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<b>SPEAKING/ LISTENING Target 4</b>	<ul style="list-style-type: none"> <li>• Have limited engagement and interaction with media and source materials and minimally account for elements that contribute to points of view.</li> </ul>
<b>RESEARCH/ INQUIRY Targets 1-4</b>	<ul style="list-style-type: none"> <li>• Demonstrate minimal research and evaluation skills.</li> <li>• Draw broad conclusions from source materials.</li> <li>• Construct a partial claim with limited use of evidence.</li> <li>• Attempt to summarize main ideas, topics, key events, or procedures in informational texts but use limited supporting or relevant ideas or evidence.</li> <li>• Develop an argument with a claim and minimal support.</li> </ul>
<b>The student who just enters Level 3 should be able to:</b>	
<b>READING Literary Text Targets 1-7</b>	<ul style="list-style-type: none"> <li>• Summarize central ideas/key events using relevant details from texts of moderate complexity to determine a theme and provide an objective summary specifically relating analysis to character, setting, and plot.</li> <li>• Determine precise meaning of words and distinguish connotative and figurative meanings of academic- and domain-specific words/phrases.</li> <li>• Use a range of relevant textual evidence to justify analysis regarding theme, story elements, dialogue, and point of view (e.g., suspense, humor, dramatic irony) in texts of moderate complexity.</li> <li>• Analyze relationships among literary elements by comparing and contrasting them within or across texts of moderate complexity or differing versions of texts representing various genres and text types.</li> <li>• Analyze the structures of two or more texts and genre-specific features or formats of texts and the impact of those choices on meaning or presentation.</li> <li>• Determine or interpret the impact/intent of literary devices or connotative meaning of contextually used words and phrases and the impact of those word choices on reader interpretation of texts of moderate complexity.</li> </ul>
<b>READING Informational Text Targets 8-14</b>	<ul style="list-style-type: none"> <li>• Identify several pieces of relevant textual evidence from sources across disciplines to support conclusions, inferences, connections, and steps to processes.</li> <li>• Summarize central ideas, topics/subtopics, key events, or procedures using relevant supporting ideas and details.</li> <li>• Determine connotative and denotative meanings of academic- and domain-specific words/phrases and words with multiple meanings, based on context-word relationships, word structure, and differentiating vocabulary meanings, in texts of moderate complexity.</li> <li>• Apply reasoning and a range of textual evidence to justify inferences or interpret author's presentation of information.</li> <li>• Analyze a case in which two or more texts provide conflicting information on the same topic and identify where the texts disagree on matters of fact or interpretation regarding the authors' points of view.</li> <li>• Relate knowledge of text structures and genre-specific features or formats of texts to compare/analyze the impact of those choices on meaning or presentation.</li> <li>• Determine or interpret the impact/intent of literary devices or connotative meaning of words and phrases used in context and the impact of those word choices on reader interpretation of texts of moderate complexity.</li> </ul>

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<b>WRITING</b> <b>Targets</b> <b>1–10</b>	<ul style="list-style-type: none"> <li>• Apply some narrative strategies when writing or revising one or more paragraphs.</li> <li>• Write longer narrative texts demonstrating use of specific narrative techniques, chronology, and appropriate transitional strategies for coherence.</li> <li>• Employ effective text features and visual components appropriate to purpose.</li> <li>• Demonstrate some ability to plan, write, revise, and edit full argument pieces demonstrating ability to state claims about topics or sources; attend to purpose and audience; organize ideas by stating a context and focus; include structures and appropriate transitional strategies for coherence; identify supporting evidence/reasons and elaboration from credible sources; develop an appropriate conclusion.</li> <li>• Use a range of precise language and vocabulary (including academic words, domain-specific vocabulary, and figurative language) and style appropriate to the purpose and audience when revising or composing text.</li> <li>• Demonstrate some ability to edit a piece of writing, showing an understanding of Standard English grammar conventions and usage (e.g., capitalization, punctuation, and spelling) when writing.</li> <li>• Demonstrate some use of technology, including the Internet, to produce and publish writing.</li> </ul>
<b>SPEAKING/ LISTENING</b> <b>Target 4</b>	<ul style="list-style-type: none"> <li>• Engage and interact with media and source materials and account for elements that contribute to points of view.</li> </ul>
<b>RESEARCH/ INQUIRY</b> <b>Targets</b> <b>1–4</b>	<ul style="list-style-type: none"> <li>• Use research/inquiry methods to explore a topic.</li> <li>• Select from and adequately analyze sources from a variety of perspectives and present findings.</li> <li>• Adequately analyze authoritative sources of evidence with some diversity of formats to support a presentation.</li> <li>• Search for relevant authoritative information and evaluate the uses and limitations of source material.</li> <li>• Generate a specific debatable claim or main idea and cite some relevant evidence.</li> </ul>
<b>The student who just enters Level 4 should be able to:</b>	
<b>READING</b> <b>Literary Text</b> <b>Targets</b> <b>1–7</b>	<ul style="list-style-type: none"> <li>• Evaluate precise meaning of words and distinguish connotative and figurative meanings of academic- and domain-specific words/phrases.</li> <li>• Evaluate meaning of words with multiple meanings based on context-word relationships and word structures; thoroughly differentiate vocabulary meanings in texts of high complexity.</li> <li>• Summarize central ideas and key events using the most significant details from longer portions of texts of high complexity.</li> <li>• Cite strong and varied textual evidence to justify analysis regarding theme, story elements, dialogue, and point of view (e.g., suspense, humor, dramatic irony) in texts of high complexity.</li> <li>• Analyze relationships by comparing and contrasting them among literary elements within or across texts of high complexity.</li> <li>• Evaluate the structures of two or more texts and genre-specific features or formats of texts and the impact of those choices on meaning or presentation.</li> <li>• Evaluate and interpret the impact and intent of literary devices or connotative meaning of contextually used words and phrases and the impact of those word choices on reader interpretation of texts of high complexity.</li> </ul>

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<p><b>READING</b>  <b>Informational</b>  <b>Text</b>  <b>Targets</b>  <b>8–14</b></p>	<ul style="list-style-type: none"> <li>• Identify several pieces of strong and varied textual evidence from sources across disciplines to support conclusions, inferences, connections, and steps to processes.</li> <li>• Summarize central ideas, topics/subtopics, key events, or procedures using strong supporting ideas and details with texts of high complexity.</li> <li>• Determine connotative and denotative meanings of academic- and domain-specific words/phrases and words with multiple meanings, based on context-word relationships, word structure, and differentiating vocabulary meanings, in texts of texts of high complexity.</li> <li>• Effectively apply reasoning and a range of textual evidence to justify inferences or interpret author's presentation of information.</li> <li>• Delineate and evaluate the argument assessing whether the reasoning is sound.</li> <li>• Effectively analyze a case in which two or more texts provide conflicting information on the same topic and identify where the texts disagree on matters of fact or interpretation regarding the authors' points of view.</li> <li>• Relate knowledge of text structures and genre-specific features or formats of texts of high complexity to compare/analyze the impact of those choices on meaning or presentation.</li> <li>• Evaluate or interpret the impact/intent of literary devices or connotative meaning of words and phrases used in context and the impact of those word choices on reader interpretation of texts of high complexity.</li> </ul>
<p><b>WRITING</b>  <b>Targets</b>  <b>1–10</b></p>	<ul style="list-style-type: none"> <li>• Demonstrate effective use of multiple, specific narrative techniques, chronology, and appropriate transitional strategies for coherence.</li> <li>• Demonstrate effective use of precise words and phrases and use relevant descriptive details and sensory language to convey experiences or authors' craft appropriate to purpose, including a conclusion that reflects on the narrated experience.</li> <li>• Demonstrate use of multiple, specific narrative techniques, chronology, and appropriate transitional strategies for coherence when writing longer narrative texts.</li> <li>• Demonstrate effective use of precise language and formal style to organize ideas by stating a focus when writing or revising more than one informational or explanatory paragraph.</li> <li>• Employ advanced text features and visual components appropriate to purpose.</li> <li>• Effectively use an extensive range of language and vocabulary (including academic words, domain-specific vocabulary, and figurative language) and style appropriate to the purpose and audience when revising or composing text.</li> <li>• Effectively write or edit texts, demonstrating a strong understanding of Standard English grammar conventions and usage (e.g., capitalization, punctuation, and spelling).</li> <li>• Effectively use technology, including the Internet, to produce and publish writing.</li> </ul>
<p><b>SPEAKING/  LISTENING</b>  <b>Target 4</b></p>	<ul style="list-style-type: none"> <li>• Effectively engage and interact with media and source materials and account for elements that contribute to points of view.</li> </ul>
<p><b>RESEARCH/  INQUIRY</b>  <b>Targets</b>  <b>1–4</b></p>	<ul style="list-style-type: none"> <li>• Employ multimodal resources to advance a sustained exploration of a topic.</li> <li>• Synthesize multiple sources of relevant, authoritative information and discriminate among them to support an analysis.</li> <li>• Search for relevant information from diverse authoritative sources.</li> <li>• Systematically evaluate sources' uses and limitations.</li> <li>• Generate an authoritative claim.</li> <li>• Evaluate and cite substantial, relevant evidence.</li> </ul>

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The student who just enters Level 2 should be able to:	
<b>READING</b> <b>Literary Text</b> <b>Targets</b> <b>1-7</b>	<ul style="list-style-type: none"> <li>• Cite textual evidence to justify analysis regarding theme, story elements, dialogue, and point of view in texts of low-to-moderate complexity.</li> <li>• Partially summarize central ideas and key events using some details from texts of low-to-moderate complexity.</li> <li>• Partially analyze relationships within or between literary elements within or across texts of low-to-moderate complexity or in differing versions of texts representing various genres and text types.</li> <li>• Partially analyze the structure of two or more texts and genre-specific features or formats of texts of low-to-moderate complexity and the impact of those choices on meaning or presentation.</li> <li>• Partially determine or interpret the impact/intent of literary devices or connotative meaning of contextually used words and phrases and the impact of those word choices on reader interpretation of texts of low-to-moderate complexity.</li> </ul>
<b>READING</b> <b>Informational Text</b> <b>Targets</b> <b>8-14</b>	<ul style="list-style-type: none"> <li>• Identify textual evidence from sources across disciplines to support conclusions, inferences, connections, and steps to processes.</li> <li>• Partially summarize central ideas, topics/subtopics, key events, or procedures using some supporting ideas and details.</li> <li>• Partially determine connotative and denotative meanings of academic- and domain-specific words/phrases and words with multiple meanings, based on context-word relationships and word structures, and differentiate vocabulary meanings in texts of low-to-moderate complexity.</li> <li>• Partially apply reasoning and some textual evidence to justify inferences or interpret author's presentation of information; partially delineate and evaluate the argument assessing whether the reasoning is sound.</li> <li>• Partially analyze a case in which two or more texts provide conflicting information on the same topic and identify where the texts disagree on matters of fact or interpretation regarding the authors' point of view.</li> <li>• Partially relate knowledge of text structures and genre-specific features or formats of texts of low-to-moderate complexity to compare/analyze the impact of those choices on meaning or presentation.</li> <li>• Partially determine or interpret the impact/intent of literary devices or connotative meaning of words and phrases used in context and the impact of those word choices on reader interpretation of texts of low-to-moderate complexity.</li> </ul>
<b>WRITING</b> <b>Targets</b> <b>1-10</b>	<ul style="list-style-type: none"> <li>• Apply some narrative strategies, textual structures, and transitional strategies for coherence.</li> <li>• Use minimal relevant details when writing or revising brief narrative texts.</li> <li>• Use minimal support and elaboration when writing brief informational/explanatory texts.</li> <li>• Demonstrate some ability to use appropriate text features.</li> <li>• Produce argumentative texts and attempt to acknowledge a counterclaim.</li> <li>• Demonstrate some awareness of audience and purpose when writing.</li> <li>• Pay limited attention to word choice and/or syntax.</li> <li>• Plan, write, revise, and edit argument pieces demonstrating partial ability to state claims about topics or sources.</li> <li>• With some support use basic language appropriate to the purpose and audience when revising or composing text.</li> <li>• Apply or edit a piece of writing, demonstrating a partial understanding of Standard English</li> </ul>

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	<p>grammar conventions and usage (e.g., capitalization, punctuation, and spelling) when writing.</p> <ul style="list-style-type: none"> <li>• Demonstrate limited use of technology, including the Internet, to produce and publish writing.</li> </ul>
<b>SPEAKING/ LISTENING Target 4</b>	<ul style="list-style-type: none"> <li>• Have limited engagement and interaction with media and source materials and minimally account for elements that contribute to points of view.</li> </ul>
<b>RESEARCH/ INQUIRY Targets 1-4</b>	<ul style="list-style-type: none"> <li>• Demonstrate minimal research and evaluation skills.</li> <li>• Draw broad conclusions from source materials.</li> <li>• Construct a partial claim with limited use of evidence.</li> <li>• Attempt to summarize main ideas, topics, key events, or procedures in informational texts but use limited supporting or relevant ideas or evidence.</li> <li>• Develop an argument with a claim and minimal support.</li> </ul>
<b>The student who just enters Level 3 should be able to:</b>	
<b>READING Literary Text Targets 1-7</b>	<ul style="list-style-type: none"> <li>• Summarize central ideas/key events using relevant details from texts of moderate complexity to determine a theme and provide an objective summary specifically relating analysis to character, setting, and plot.</li> <li>• Determine precise meaning of words and distinguish connotative and figurative meanings of academic- and domain-specific words and phrases.</li> <li>• Cite a range of relevant textual evidence to justify analysis regarding theme, story elements, dialogue, and point of view (e.g., suspense, humor, dramatic irony) in texts of moderate complexity.</li> <li>• Analyze relationships among literary elements by comparing and contrasting theme within texts of moderate complexity or in differing versions of texts representing various genres and text types.</li> <li>• Analyze the structures of two or more texts and genre-specific features or formats of texts of moderate complexity and the impact of those choices on meaning or presentation.</li> <li>• Determine or interpret the impact/intent of literary devices or connotative meaning of contextually used words and phrases and the impact of those word choices on reader interpretation of texts of moderate complexity.</li> </ul>
<b>READING Informational Text Targets 8-14</b>	<ul style="list-style-type: none"> <li>• Identify several pieces of relevant textual evidence from sources across disciplines to support conclusions, inferences, connections, and steps to processes.</li> <li>• Summarize central ideas, topics/subtopics, key events, or procedures using relevant supporting ideas and details.</li> <li>• Determine connotative and denotative meanings of words and phrases.</li> <li>• Apply reasoning and a range of textual evidence to justify inferences or interpret author's presentation of information.</li> <li>• Analyze a case in which two or more texts provide conflicting information on the same topic and identify where the texts disagree on matters of fact or interpretation regarding the authors' points of view.</li> <li>• Relate knowledge of text structures and genre-specific features or formats of texts of moderate complexity to compare/analyze the impact of those choices on meaning or presentation.</li> <li>• Determine or interpret the impact/intent of literary devices or connotative meaning of words and phrases used in context and the impact of those word choices on reader interpretation of texts of moderate complexity.</li> </ul>



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<p><b>WRITING</b> <b>Targets</b> <b>1–10</b></p>	<ul style="list-style-type: none"> <li>• Apply some narrative strategies when writing or revising one or more paragraphs.</li> <li>• Write longer narrative texts demonstrating use of specific narrative strategies, structures, and appropriate transitional strategies for coherence.</li> <li>• Employ effective text features and visual components appropriate to purpose.</li> <li>• Demonstrate some ability to plan, write, revise, and edit full argument pieces demonstrating ability to state claims about topics or sources; attend to purpose and audience; organize ideas by stating a context and focus; include structures and appropriate transitional strategies for coherence; identify supporting evidence/reasons and elaboration from credible sources; and develop an appropriate conclusion.</li> <li>• Use a range of precise language and vocabulary (including academic words, domain-specific vocabulary, and figurative language) and style appropriate to the purpose and audience when revising or composing text.</li> <li>• Demonstrate some ability to edit a piece of writing, showing an understanding of Standard English grammar conventions and usage (e.g., capitalization, punctuation, and spelling) when writing.</li> <li>• Demonstrate some use of technology, including the Internet, to produce and publish writing.</li> </ul>
<p><b>SPEAKING/ LISTENING</b> <b>Target 4</b></p>	<ul style="list-style-type: none"> <li>• Engage and interact with media and source materials and account for elements that contribute to points of view.</li> </ul>
<p><b>RESEARCH/ INQUIRY</b> <b>Targets</b> <b>1–4</b></p>	<ul style="list-style-type: none"> <li>• Use research/inquiry methods to explore a topic.</li> <li>• Select from and adequately analyze sources from a variety of perspectives and present findings.</li> <li>• Adequately analyze authoritative sources of evidence with some diversity of formats to support a presentation.</li> <li>• Search for relevant authoritative information and evaluate the uses and limitations of source material.</li> <li>• Generate a specific debatable claim or main idea and cite some relevant evidence.</li> </ul>
<p><b>The student who just enters Level 4 should be able to:</b></p>	
<p><b>READING</b> <b>Literary Text</b> <b>Targets</b> <b>1–7</b></p>	<ul style="list-style-type: none"> <li>• Evaluate precise meaning of words and distinguish connotative and figurative meanings of academic- and domain-specific words and phrases.</li> <li>• Evaluate meaning of words with multiple meanings based on context-word relationships and word structures; thoroughly differentiate vocabulary meanings in texts of high complexity.</li> <li>• Summarize central ideas and key events using the most significant details from longer portions of texts of high complexity.</li> <li>• Cite strong and varied textual evidence to justify analysis regarding theme, story elements, dialogue, and point of view (e.g., suspense, humor, dramatic irony) in texts of high complexity.</li> <li>• Analyze relationships by comparing and contrasting them among literary elements within or across texts of high complexity.</li> <li>• Evaluate the structures of two or more texts and genre-specific features or formats of texts of high complexity and the impact of those choices on meaning or presentation.</li> <li>• Evaluate and interpret the impact and intent of literary devices or connotative meaning of contextually used words and phrases and the impact of those word choices on reader interpretation of texts of high complexity.</li> </ul>
<p><b>READING</b></p>	<ul style="list-style-type: none"> <li>• Identify several pieces of strong and varied textual evidence from sources across</li> </ul>

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<p><b>Informational Text Targets 8–14</b></p>	<p>disciplines to support conclusions, inferences, connections, and steps to processes.</p> <ul style="list-style-type: none"> <li>• Summarize central ideas, topics/subtopics, key events, or procedures using strong supporting ideas and details.</li> <li>• Determine connotative and denotative meanings of academic- and domain-specific words/phrases and words with multiple meanings, based on context-word relationships, word structures, and differentiating vocabulary meanings in texts of high complexity.</li> <li>• Apply reasoning and a range of textual evidence to justify inferences or interpret author's presentation of information.</li> <li>• Delineate and evaluate the argument assessing whether the reasoning is sound.</li> <li>• Effectively analyze a case in which two or more texts provide conflicting information on the same topic and identify where the texts disagree on matters of fact or interpretation regarding the authors' points of view.</li> <li>• Relate knowledge of text structures and genre-specific features or formats of texts of high complexity to compare/analyze the impact of those choices on meaning or presentation.</li> <li>• Evaluate or interpret the impact/intent of literary devices or connotative meaning of words and phrases used in context and the impact of those word choices on reader interpretation of texts of high complexity.</li> </ul>
<p><b>WRITING Targets 1–10</b></p>	<ul style="list-style-type: none"> <li>• Demonstrate effective use of multiple, specific narrative strategies, structures, and appropriate transitional strategies for coherence.</li> <li>• Demonstrate effective use of precise words and phrases and use relevant descriptive details and sensory language to convey experiences or authors' craft appropriate to purpose, including a conclusion that reflects on the narrated experience.</li> <li>• Demonstrate use of multiple, specific narrative strategies, structures, and appropriate transitional strategies for coherence when writing longer narrative texts.</li> <li>• Demonstrate effective use of precise language and formal style to organize ideas by stating a focus when writing or revising more than one informational or explanatory paragraph.</li> <li>• Employ advanced text features and visual components appropriate to purpose.</li> <li>• Effectively use an extensive range of language and vocabulary (including academic words, domain-specific vocabulary, and figurative language) and style appropriate to the purpose and audience when revising or composing text.</li> <li>• Effectively write or edit texts, demonstrating a strong understanding of Standard English grammar conventions and usage (e.g., capitalization, punctuation, and spelling).</li> <li>• Effectively use technology, including the Internet, to produce and publish writing.</li> </ul>
<p><b>SPEAKING/ LISTENING Target 4</b></p>	<ul style="list-style-type: none"> <li>• Thoroughly engage and interact with media and source materials and account for elements that contribute to points of view.</li> </ul>
<p><b>RESEARCH/ INQUIRY Targets 1–4</b></p>	<ul style="list-style-type: none"> <li>• Employ multimodal resources to advance a sustained exploration of a topic.</li> <li>• Synthesize multiple sources of relevant, authoritative information and discriminate among them to support an analysis.</li> <li>• Search for relevant information from diverse authoritative sources.</li> <li>• Systematically evaluate uses and limitations of sources.</li> <li>• Generate an authoritative claim.</li> <li>• Evaluate and cite substantial, relevant evidence.</li> </ul>

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The student who just enters Level 2 should be able to:	
<b>READING Literary Text Targets 1-7</b>	<ul style="list-style-type: none"> <li>• Identify key textual evidence to attempt to support simple inferences or conclusions.</li> <li>• Provide a simple summary of key events and/or details of a text.</li> <li>• Use sentence- and paragraph-level context and resources to determine meanings of most grade-level words.</li> <li>• Apply partial reasoning and use key textual evidence to begin to justify inferences or judgments made about text.</li> <li>• Analyze some interrelationships of literary elements in texts of low to moderate complexity.</li> <li>• Describe basic text structures and genre-specific features or formats and show a limited understanding of their impact.</li> <li>• Identify elements that contribute to points of view and how they impact meaning.</li> <li>• Identify and determine meaning and impact of figurative language.</li> </ul>
<b>READING Informational Text Targets 8-14</b>	<ul style="list-style-type: none"> <li>• Identify key textual evidence to attempt to support simple inferences, analysis, interpretations, or conclusions.</li> <li>• Provide a simple summary of key events and/or details of a text.</li> <li>• Use sentence- and paragraph-level context and resources to determine meanings of words.</li> <li>• Apply partial reasoning and use key textual evidence to begin to justify inferences or judgments made about text.</li> <li>• Analyze the connection of ideas within and between texts of low-to-moderate complexity.</li> <li>• Describe basic text structures and genre-specific features or formats and show a limited understanding of their impact.</li> <li>• Demonstrate emerging knowledge of obvious genre interpretations and ideas.</li> <li>• Have limited engagements and interaction with source materials in common.</li> <li>• Partially account for elements that contribute to points of view.</li> <li>• Identify and begin to determine meaning and impact of figurative language.</li> </ul>
<b>WRITING Targets: 1 and 3-10</b>	<ul style="list-style-type: none"> <li>• Apply some narrative strategies, textual structures, and transitional strategies for coherence.</li> <li>• Use minimal relevant details when writing or revising brief narrative texts.</li> <li>• Use minimal support and elaboration when writing brief informational/explanatory texts.</li> <li>• Demonstrate some ability to use appropriate text features.</li> <li>• Produce argumentative texts and attempt to acknowledge a counterclaim.</li> <li>• Demonstrate some awareness of audience and purpose when writing.</li> <li>• Pay limited attention to word choice and/or syntax.</li> <li>• Demonstrate some understanding of the conventions of grade-appropriate Standard English grammar usage and mechanics to clarify a message.</li> <li>• Apply some revisions to narrative, informational, and argument texts.</li> <li>• Use basic technology, with support, for gathering information, making revisions, or producing texts.</li> </ul>
<b>SPEAKING/ LISTENING Target 4</b>	<ul style="list-style-type: none"> <li>• Have limited engagement and interaction with media and source materials and minimally account for elements that contribute to points of view.</li> </ul>
<b>RESEARCH/ INQUIRY Targets</b>	<ul style="list-style-type: none"> <li>• Demonstrate minimal research and evaluation skills.</li> <li>• Draw broad conclusions from source materials.</li> </ul>

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<b>1-4</b>	<ul style="list-style-type: none"> <li>• Construct a partial or undeveloped claim with limited use of evidence.</li> <li>• Attempt to summarize main ideas, topics, key events, or procedures in informational texts but use limited supporting or relevant ideas or evidence.</li> <li>• Develop an argument with a claim and minimal support.</li> </ul>
<b>The student who just enters Level 3 should be able to:</b>	
<b>READING</b> <b>Literary Text</b> <b>Targets</b> <b>1-7</b>	<ul style="list-style-type: none"> <li>• Cite adequate textual evidence to support most inferences made or conclusions drawn about texts of moderate complexity.</li> <li>• Summarize themes and some analysis of thematic development over the course of the text using relevant details.</li> <li>• Determine intended meanings of most words, including distinguishing connotation/denotation, figurative language, and words with multiple meanings based on context, word patterns, word relationships, etymology, or use of specialized resources.</li> <li>• Apply sufficient reasoning and a range of textual evidence to justify most inferences or judgments made about texts.</li> <li>• Adequately analyze interrelationships among literary elements within a text or multiple interpretations of text (including texts from the same period with similar themes, topics, or source materials).</li> <li>• Partially analyze text structures, genre-specific features, or formats (visual/graphic/auditory effects) of text and explain the impact(s) of those choices on meaning or presentation.</li> <li>• Partially analyze the figurative (e.g., euphemism, oxymoron, hyperbole, paradox) and connotative meanings of words and phrases used in context and the impact(s) of those word choices on meaning and tone.</li> </ul>
<b>READING</b> <b>Informational Text</b> <b>Targets</b> <b>8-14</b>	<ul style="list-style-type: none"> <li>• Cite adequate textual evidence to support most inferences made or conclusions drawn about texts of moderate complexity.</li> <li>• Summarize central ideas, topics, key events, or procedures from a text using sufficient supporting ideas and relevant details.</li> <li>• Determine intended meanings of most words, including distinguishing connotation/denotation, figurative language, and words with multiple meanings based on context, word patterns, word relationships, etymology, or use of specialized resources.</li> <li>• Apply reasoning and a sufficient range of textual evidence to justify analyses of author's presentation of moderately complex information.</li> <li>• Adequately support a basic analysis of a moderately complex text to show how some connections are made in development of ideas or events or development of topics, themes, or rhetorical features.</li> <li>• Adequately support a basic analysis of text structures and/or text features and determine an impact of text structures and/or text features on meaning or presentation.</li> <li>• Partially analyze the figurative (e.g., euphemism, oxymoron, hyperbole, paradox) or connotative meanings of words and phrases used in context and partially explain the impact of these word choices on meaning and tone.</li> </ul>
<b>WRITING</b> <b>Targets</b> <b>1 and</b> <b>3-10</b>	<ul style="list-style-type: none"> <li>• Apply some narrative strategies, text structures, and some transitional strategies for coherence using some relevant details and precise words and phrases in writing or revising brief narrative texts.</li> <li>• Apply some strategies when writing or revising brief informational/explanatory texts to develop a topic by organizing ideas, using appropriate language to maintain a suitable focus/ tone, and including some relevant supporting evidence.</li> </ul>

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	<ul style="list-style-type: none"> <li>• Write full informational/explanatory texts appropriate for purpose and audience by organizing ideas, using appropriate language to maintain a suitable focus/tone, and gathering, assessing, and integrating some relevant supporting evidence from both print and digital sources.</li> <li>• Use text features (e.g., formatting, graphics, multimedia) with some attention to audience and purpose.</li> <li>• Apply strategies when writing or revising brief argumentative texts to develop a claim by organizing and citing some supporting evidence and counterclaims, providing transitional strategies for coherence, and using language to maintain a suitable focus/tone.</li> <li>• Write full argumentative texts to develop a specific claim by integrating some relevant supporting evidence from both print and digital sources, to develop claims and counterclaims that are appropriate for audience and purpose, to provide a concluding statement, and to use language to maintain a suitable focus/tone.</li> <li>• Demonstrate attempts to use varied syntax, vocabulary (including some academic and domain-specific vocabulary and figurative language), and style appropriate to the purpose and audience when revising and composing texts.</li> <li>• Apply and edit most conventions of grade-appropriate, Standard English grammar usage and mechanics.</li> <li>• Follow directions when using tools of technology to gather information, make revisions, or produce texts.</li> </ul>
<b>SPEAKING/ LISTENING Target 4</b>	<ul style="list-style-type: none"> <li>• Synthesize content from source materials and media, discriminating for relevance among a range of rhetorical presentations of information.</li> <li>• Listen for point of view and begin to analyze perspective and motivation in a speaker's assumptions, connections, use of vocabulary, unstated premises, and rhetorical choices.</li> </ul>
<b>RESEARCH/ INQUIRY Targets 1-4</b>	<ul style="list-style-type: none"> <li>• Use research/inquiry methods to explore a topic.</li> <li>• Select from and adequately analyze sources from a variety of perspectives and present findings.</li> <li>• Adequately analyze authoritative sources of evidence with some diversity of formats to support a presentation.</li> <li>• Search for relevant authoritative information and evaluate the uses and limitations of source material.</li> <li>• Generate a specific debatable claim or main idea and cite some relevant evidence.</li> </ul>
<b>The student who just enters Level 4 should be able to:</b>	
<b>READING Literary Text Targets 1-7</b>	<ul style="list-style-type: none"> <li>• Identify and analyze textual evidence in texts of high complexity.</li> <li>• Provide an effective summary and analysis of thematic development over the course of a text using an appropriate level of relevant evidence.</li> <li>• Determine intended, precise, or nuanced meanings of words, including distinguishing connotation/denotation, figurative language, words with multiple meanings, and specialized academic language.</li> <li>• Apply reasoning and a thorough range of textual evidence to justify inferences or judgments made about texts.</li> <li>• Analyze the figurative and connotative meanings of words and phrases used in context and explain the complex impact(s) of those word choices on meaning and tone.</li> <li>• Apply reasoning and a range of textual evidence to justify inferences and judgments made about texts of high complexity.</li> </ul>

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	<ul style="list-style-type: none"> <li>• Analyze the interrelationships among literary elements in texts of high complexity to show how connections are made in development of complex ideas or events.</li> <li>• Analyze the effectiveness and impact of text structures and/or text features of texts of high complexity.</li> <li>• Analyze figurative and connotative meanings of words and phrases in texts of high complexity.</li> </ul>
<b>READING</b> <b>Informational Text</b> <b>Targets 8–14</b>	<ul style="list-style-type: none"> <li>• Identify and analyze textual evidence in texts of high complexity.</li> <li>• Provide full analysis of the development of central ideas over the course of a text using an appropriate level of relevant evidence.</li> <li>• Determine intended, precise, or nuanced meanings of words, including distinguishing connotation/ denotation, figurative language, words with multiple meanings, and specialized academic language.</li> <li>• Apply reasoning and a full range of textual evidence to justify inferences and judgments made about texts of high complexity.</li> <li>• Analyze the figurative and connotative meanings of words and phrases used in context and explain the complex impact(s) of those word choices on meaning and tone.</li> <li>• Apply thorough reasoning and a range of textual evidence to justify analyses of author’s presentation of information in texts of high complexity.</li> <li>• Analyze texts of high complexity to show how connections are made in development of complex ideas or events.</li> <li>• Analyze the effectiveness and impact of text structures and/or text features of highly complex texts.</li> <li>• Analyze figurative and connotative meanings of words and phrases in texts of high complexity.</li> </ul>
<b>WRITING</b> <b>Targets 1 and 3–10</b>	<ul style="list-style-type: none"> <li>• Apply effective writing strategies and processes when writing and revising texts for all purposes.</li> <li>• Use precise language.</li> <li>• Use relevant and persuasive evidence.</li> <li>• Assess and synthesize supporting evidence.</li> <li>• Select technological tools based on appropriateness.</li> <li>• Apply grade-appropriate editing and revising skills.</li> </ul>
<b>SPEAKING/ LISTENING</b> <b>Target 4</b>	<ul style="list-style-type: none"> <li>• Synthesize diverse source materials from diverse perspectives delivered orally or through audiovisual materials.</li> <li>• Systematically evaluate the ways that uses of evidence, implicit premises, and rhetorical stylistic choices enhance or undermine points of view.</li> </ul>
<b>RESEARCH/ INQUIRY</b> <b>Targets 1–4</b>	<ul style="list-style-type: none"> <li>• Employ multimodal resources to advance a persuasive and sustained exploration of a topic.</li> <li>• Synthesize multiple sources of relevant, authoritative information and discriminate among them to support an analysis.</li> <li>• Search for relevant information from diverse authoritative sources.</li> <li>• Systematically evaluate the uses and limitations of sources.</li> <li>• Generate authoritative claim.</li> <li>• Evaluate and cite substantial, relevant evidence.</li> </ul>

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Grade 3 Mathematics**

The student who just enters Level 2 should be able to:	
<b>CONCEPTS AND PROCEDURES</b> <b>Targets A, B, C, and D:</b> <b>Operations and Algebraic Thinking</b>	<ul style="list-style-type: none"> <li>• Use multiplication and division within 100 to solve one-step mathematical problems involving arrays.</li> <li>• Determine the unknown number in a multiplication equation relating three whole numbers.</li> <li>• Apply the Commutative property of multiplication to mathematical problems with one-digit factors.</li> <li>• Recall from memory all products of two one-digit numbers.</li> <li>• Solve one- and two-step problems using all four operations with one- and two-digit numbers.</li> <li>• Identify patterns in the addition table.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Target E:</b> <b>Number and Operations – Base Ten</b>	<ul style="list-style-type: none"> <li>• Round whole numbers to the nearest 10 or 100.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Target F:</b> <b>Number and Operations– Fractions</b>	<ul style="list-style-type: none"> <li>• Identify a fraction on a number line.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets G and I:</b> <b>Measurement and Data</b>	<ul style="list-style-type: none"> <li>• Tell and write time to the nearest minute and measure liquid volumes and masses of objects using metric units of liters, grams, and kilograms.</li> <li>• Count unit squares to find the area of rectilinear figures.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets H and J:</b> <b>Measurement and Data</b>	<ul style="list-style-type: none"> <li>• Generate measurement data by measuring lengths using rulers marked with half-inch intervals.</li> <li>• Solve mathematical problems involving perimeters of polygons, including finding an unknown side length given the perimeter.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Target K:</b> <b>Geometry</b>	<ul style="list-style-type: none"> <li>• Partition shapes into parts with equal areas.</li> </ul>
<b>PROBLEM SOLVING &amp; MODELING AND DATA ANALYSIS</b>	<ul style="list-style-type: none"> <li>• Select tools to solve a familiar and moderately scaffolded problem and apply them with partial accuracy.</li> <li>• Use the necessary elements given in a problem situation to solve a problem.</li> <li>• Apply mathematics to propose solutions by identifying important quantities and by locating missing information from relevant external resources.</li> </ul>
<b>COMMUNICATING REASONING</b>	<ul style="list-style-type: none"> <li>• Find and identify the flaw in an argument.</li> </ul>

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The student who just enters Level 3 should be able to:	
<b>CONCEPTS AND PROCEDURES</b> <b>Targets A, B, C, and D:</b> <b>Operations and Algebraic Thinking</b>	<ul style="list-style-type: none"> <li>• Select the appropriate operation to solve one-step problems involving equal groups and arrays.</li> <li>• Use the properties of operations to multiply within the 10 by 10 multiplication table.</li> <li>• Fluently multiply within 100.</li> <li>• Solve two-step problems using addition and subtraction with numbers larger than 100 and solutions within 1,000.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Target E:</b> <b>Number and Operations – Base Ten</b>	<ul style="list-style-type: none"> <li>• Fluently add within 1,000, using strategies or algorithms based on place value understanding, properties of arithmetic, and/or the relationship between addition and subtraction.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Target F:</b> <b>Number and Operations– Fractions</b>	<ul style="list-style-type: none"> <li>• Represent a fraction on a number line with partitioning.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets G and I:</b> <b>Measurement and Data</b>	<ul style="list-style-type: none"> <li>• Estimate liquid volumes and masses of objects using standard units of grams, kilograms, and liters.</li> <li>• Find the area of a rectilinear figure by multiplying side lengths and by decomposing a rectilinear figure into non-overlapping rectangles and adding them together.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets H and J:</b> <b>Measurement and Data</b>	<ul style="list-style-type: none"> <li>• Generate measurement data by measuring length using rulers marked with quarter-inch intervals and represent the data on a line plot marked with quarter-inch intervals.</li> <li>• Solve word problems involving perimeters of polygons.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Target K:</b> <b>Geometry</b>	<ul style="list-style-type: none"> <li>• Draw examples of quadrilaterals that do not belong to given subcategories by reasoning about their attributes.</li> </ul>
<b>PROBLEM SOLVING &amp; MODELING AND DATA ANALYSIS</b>	<ul style="list-style-type: none"> <li>• Use appropriate tools to accurately solve problems arising in everyday life, society, and the workplace.</li> <li>• Apply mathematics to solve problems by identifying important quantities and mapping their relationship and by stating and using logical assumptions.</li> </ul>
<b>COMMUNICATING REASONING</b>	<ul style="list-style-type: none"> <li>• Use stated assumptions, definitions, and previously established results and examples to identify and repair a flawed argument.</li> <li>• Use previous information to support his or her own reasoning on a routine problem.</li> </ul>



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The student who just enters Level 4 should be able to:	
<b>CONCEPTS AND PROCEDURES</b> <b>Targets A, B, C, and D:</b> <b>Operations and Algebraic Thinking</b>	<ul style="list-style-type: none"> <li>• Use multiplication and division within 100 to solve one-step problems involving measurement quantities of two- or three-digit whole numbers.</li> <li>• Apply strategies in multiplication.</li> <li>• Use relevant ideas or procedures to multiply.</li> <li>• Explain arithmetic patterns.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Target E:</b> <b>Number and Operations – Base Ten</b>	<ul style="list-style-type: none"> <li>• Use multiple strategies to fluently add within 1,000.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Target F:</b> <b>Number and Operations– Fractions</b>	<ul style="list-style-type: none"> <li>• Represent a fraction approximately on a number line with no partitioning.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets G and I:</b> <b>Measurement and Data</b>	<ul style="list-style-type: none"> <li>• Solve one-step addition problems involving all time intervals from hours to minutes.</li> <li>• Find the area of a rectilinear figure in a word problem.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets H and J:</b> <b>Measurement and Data</b>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Target K:</b> <b>Geometry</b>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
<b>PROBLEM SOLVING &amp; MODELING AND DATA ANALYSIS</b>	<ul style="list-style-type: none"> <li>• Analyze and interpret the context of an unfamiliar situation for problems of increasing complexity.</li> <li>• Begin to solve problems optimally.</li> <li>• Construct multiple plausible solutions and approaches.</li> </ul>
<b>COMMUNICATING REASONING</b>	<ul style="list-style-type: none"> <li>• Begin to construct chains of logic about abstract concepts autonomously.</li> </ul>

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The student who just enters Level 2 should be able to:	
<b>CONCEPTS AND PROCEDURES</b> <b>Target A:</b> <b>Operations and Algebraic Thinking</b>	<ul style="list-style-type: none"> <li>• Add and subtract to solve one-step problems involving an unknown number.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets B and C:</b> <b>Operations and Algebraic Thinking</b>	<ul style="list-style-type: none"> <li>• Determine whether a given whole number in the range of 1–100 is a multiple of a given one-digit number.</li> <li>• Generate a shape pattern that follows a given rule.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets D and E:</b> <b>Number and Operations – Base Ten</b>	<ul style="list-style-type: none"> <li>• Look for and use repeated reasoning to generalize place value understanding in order to read and write multi-digit whole numbers less than or equal to 100,000 using base-ten numerals and number names.</li> <li>• Use place value understanding to add and subtract two- and three-digit whole numbers using a standard algorithm.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets F, G, and H:</b> <b>Number and Operations – Fractions</b>	<ul style="list-style-type: none"> <li>• Recognize equivalent fractions using visual models.</li> <li>• Use visual fraction models to represent a problem.</li> <li>• Express a fraction with denominator 10 as an equivalent fraction with denominator 100.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets I, J, and K:</b> <b>Measurement and Data</b>	<ul style="list-style-type: none"> <li>• Apply the perimeter formula to rectangles in mathematical problems.</li> <li>• Use data from a given line plot using fractions <math>\frac{1}{2}</math>, <math>\frac{1}{4}</math>, and <math>\frac{1}{8}</math> to solve one-step problems.</li> <li>• Recognize whole-number degrees on a protractor.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Target L:</b> <b>Geometry</b>	<ul style="list-style-type: none"> <li>• Identify points, lines, line segments, and rays.</li> </ul>
<b>PROBLEM SOLVING &amp; MODELING AND DATA ANALYSIS</b>	<ul style="list-style-type: none"> <li>• Select tools to solve a familiar and moderately scaffolded problem and apply them with partial accuracy.</li> <li>• Use the necessary elements given in a problem situation to solve a problem.</li> <li>• Apply mathematics to propose solutions by identifying important quantities and by locating missing information from relevant external resources.</li> </ul>
<b>COMMUNICATING REASONING</b>	<ul style="list-style-type: none"> <li>• Find and identify the flaw in an argument.</li> </ul>

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The student who just enters Level 3 should be able to:	
<b>CONCEPTS AND PROCEDURES</b> Target A: Operations and Algebraic Thinking	<ul style="list-style-type: none"> <li>• Multiply and divide to solve one-step problems involving equal groups or arrays.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> Targets B and C: Operations and Algebraic Thinking	<ul style="list-style-type: none"> <li>• Find factor pairs for whole numbers in the range of 1–100.</li> <li>• Identify apparent features of a pattern in a problem with scaffolding.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> Targets D and E: Number and Operations – Base Ten	<ul style="list-style-type: none"> <li>• Read and write multi-digit whole numbers less than or equal to 1,000,000 using base-ten numerals, number names, and expanded form.</li> <li>• Multiply four-digit whole numbers by a one-digit number.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> Targets F, G, and H: Number and Operations – Fractions	<ul style="list-style-type: none"> <li>• Generate equivalent fractions using visual models.</li> <li>• Identify and generate equivalent forms of a fraction with like denominators.</li> <li>• Add two fractions with respective denominators 10 and 100.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> Targets I, J, and K: Measurement and Data	<ul style="list-style-type: none"> <li>• Represent measurement quantities using diagrams such as number line diagrams that feature a measurement scale.</li> <li>• Interpret data from a line plot to solve problems involving addition of fractions with like denominators by using information presented in line plots.</li> <li>• Construct angles between 0 and 180 degrees in whole-number degrees using a protractor.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> Target L: Geometry	<ul style="list-style-type: none"> <li>• Draw lines of symmetry for two-dimensional figures.</li> </ul>
<b>PROBLEM SOLVING &amp; MODELING AND DATA ANALYSIS</b>	<ul style="list-style-type: none"> <li>• Use appropriate tools to accurately solve problems arising in everyday life, society, and the workplace.</li> <li>• Apply mathematics to solve problems by identifying important quantities and mapping their relationship and by stating and using logical assumptions.</li> </ul>
<b>COMMUNICATING REASONING</b>	<ul style="list-style-type: none"> <li>• Use stated assumptions, definitions, and previously established results and examples to identify and repair a flawed argument.</li> <li>• Use previous information to support his or her own reasoning on a routine problem.</li> </ul>

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The student who just enters Level 4 should be able to:	
<b>CONCEPTS AND PROCEDURES</b> Target A: Operations and Algebraic Thinking	<ul style="list-style-type: none"> <li>• Assess the reasonableness of answers using mental computation and estimation strategies, including rounding.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> Targets B and C: Operations and Algebraic Thinking	N/A
<b>CONCEPTS AND PROCEDURES</b> Targets D and E: Number and Operations – Base Ten	N/A
<b>CONCEPTS AND PROCEDURES</b> Targets F, G, and H: Number and Operations – Fractions	<ul style="list-style-type: none"> <li>• Compare two fractions with different numerators and different denominators using <math>&lt;</math>, <math>&gt;</math>, and <math>=</math>.</li> <li>• Compare two decimals to the hundredths using <math>&lt;</math>, <math>&gt;</math>, and <math>=</math> or a number line and justify the conclusions by using visual models.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> Targets I, J, and K: Measurement and Data	<ul style="list-style-type: none"> <li>• Apply the perimeter formula to rectangles in real-world problems.</li> <li>• Solve addition problems to find unknown angles on a diagram in mathematical problems.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> Target L: Geometry	N/A
<b>PROBLEM SOLVING &amp; MODELING AND DATA ANALYSIS</b>	<ul style="list-style-type: none"> <li>• Analyze and interpret the context of an unfamiliar situation for problems of increasing complexity.</li> <li>• Begin to solve problems optimally.</li> <li>• Construct multiple plausible solutions and approaches.</li> </ul>
<b>COMMUNICATING REASONING</b>	<ul style="list-style-type: none"> <li>• Begin to construct chains of logic about abstract concepts autonomously.</li> </ul>

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The student who just enters Level 2 should be able to:	
<b>CONCEPTS AND PROCEDURES</b> <b>Targets A and B:</b> <b>Operations and Algebraic Thinking</b>	<ul style="list-style-type: none"> <li>• Write numerical expressions having one set of parentheses, brackets, or braces.</li> <li>• Graph whole number ordered pairs from two whole number numerical patterns on a coordinate plane.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets C and D:</b> <b>Number and Operations – Base Ten</b>	<ul style="list-style-type: none"> <li>• Understand that in a multi-digit number, a digit in one place represents 10 times as much as it represents in the place to its right.</li> <li>• Demonstrate accuracy in multiplying multi-digit whole numbers and in finding whole number quotients of whole numbers with up to four-digit dividends and two-digit divisors.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets E and F:</b> <b>Number and Operations – Fractions</b>	<ul style="list-style-type: none"> <li>• Add two fractions and/or mixed numbers with unlike denominators (denominators less than or equal to 6) in mathematical problems.</li> <li>• Use benchmark fractions to estimate and assess the reasonableness of answers (denominators less than or equal to 6).</li> <li>• Multiply a whole number by a mixed number.</li> <li>• Know the effect that a fraction greater than or less than 1 has on a whole number when multiplied.</li> <li>• Use visual models when multiplying two fractions between 0 and 1.</li> <li>• Perform division of a whole number by any unit fraction.</li> <li>• Understand that division of whole numbers can result in fractions.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets G and H:</b> <b>Measurement and Data</b>	<ul style="list-style-type: none"> <li>• Convert a whole number measurement to a decimal or fractional valued measurement within the same system (e.g., 30 in = ___ ft).</li> <li>• Make a line plot and display data sets in whole and half units.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Target I:</b> <b>Measurement and Data</b>	<ul style="list-style-type: none"> <li>• Understand the concept that the volume of a rectangular prism packed with unit cubes is related to the edge lengths.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets J and K:</b> <b>Geometry</b>	<ul style="list-style-type: none"> <li>• Graph whole number coordinate pairs on a coordinate plane with whole number increments of 2, 5, and 10.</li> <li>• Classify two-dimensional figures into categories by their attributes or properties.</li> </ul>
<b>PROBLEM SOLVING &amp; MODELING AND DATA ANALYSIS</b>	<ul style="list-style-type: none"> <li>• Select tools to solve a familiar and moderately scaffolded problem and apply them with partial accuracy.</li> <li>• Use the necessary elements given in a problem situation to solve a problem.</li> <li>• Apply mathematics to propose solutions by identifying important quantities and by locating missing information from relevant external resources.</li> </ul>
<b>COMMUNICATING REASONING</b>	<ul style="list-style-type: none"> <li>• Find and identify the flaw in an argument.</li> </ul>

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The student who just enters Level 3 should be able to:	
<b>CONCEPTS AND PROCEDURES</b> <b>Targets A and B:</b> <b>Operations and Algebraic Thinking</b>	<ul style="list-style-type: none"> <li>• Write and interpret expressions with two different operations.</li> <li>• Compare two related numerical patterns within sequences and tables.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets C and D:</b> <b>Number and Operations – Base Ten</b>	<ul style="list-style-type: none"> <li>• Use whole number exponents to denote powers of 10; round decimals to the thousandths; and read, write, and compare decimals to the thousandths using base-ten numerals, number names, and expanded form, using <math>&gt;</math>, <math>=</math>, and <math>&lt;</math> to record the results of the comparison.</li> <li>• Fluently multiply multi-digit whole numbers and find whole number quotients of whole numbers with up to four-digit dividends and two-digit divisors.</li> <li>• Perform the four operations on decimals to the hundredths.</li> <li>• Relate a strategy to a written method and explain the reasoning used.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets E and F:</b> <b>Number and Operations – Fractions</b>	<ul style="list-style-type: none"> <li>• Subtract fractions and mixed numbers with unlike denominators in word problems.</li> <li>• Use benchmark fractions and number sense of fractions to estimate and assess the reasonableness of answers.</li> <li>• Multiply a mixed number by a mixed number.</li> <li>• Use visual models when multiplying two fractions, including when one fraction is larger than 1.</li> <li>• Interpret division of a whole number by any unit fraction.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets G and H:</b> <b>Measurement and Data</b>	<ul style="list-style-type: none"> <li>• Convert from a smaller unit of measurement to a larger one, resulting in one decimal place (metric system) or a small denominator fraction (standard system).</li> <li>• Make a line plot to display data sets in fractions of a unit (<math>\frac{1}{2}</math>, <math>\frac{1}{4}</math>, <math>\frac{1}{8}</math>).</li> <li>• Solve one-step problems using information from line plots that require addition, subtraction, and multiplication of fractions.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Target I:</b> <b>Measurement and Data</b>	<ul style="list-style-type: none"> <li>• Use <math>V = lwh</math> and <math>V = Bh</math> to find the volume of rectangular prisms.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets J and K:</b> <b>Geometry</b>	<ul style="list-style-type: none"> <li>• Graph coordinate pairs where one term is a whole number and one is a fraction with a denominator of 2 or 4 on a coordinate plane with whole number axis increments.</li> <li>• Classify two-dimensional figures into subcategories by their attributes or properties.</li> </ul>
<b>PROBLEM SOLVING &amp; MODELING AND DATA ANALYSIS</b>	<ul style="list-style-type: none"> <li>• Use appropriate tools to accurately solve problems arising in everyday life, society, and the workplace.</li> <li>• Apply mathematics to solve problems by identifying important quantities and mapping their relationship and by stating and using logical assumptions.</li> </ul>
<b>COMMUNICATING REASONING</b>	<ul style="list-style-type: none"> <li>• Use stated assumptions, definitions, and previously established results and examples to identify and repair a flawed argument.</li> <li>• Use previous information to support his or her own reasoning on a routine problem.</li> </ul>

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The student who just enters Level 4 should be able to:	
<b>CONCEPTS AND PROCEDURES</b> <b>Targets A and B:</b> <b>Operations and Algebraic Thinking</b>	<ul style="list-style-type: none"> <li>• Compare two related numerical patterns and explain the relationship within sequences of ordered pairs that are rational numbers.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets C and D:</b> <b>Number and Operations – Base Ten</b>	<ul style="list-style-type: none"> <li>• Combine multiplying by powers of 10, comparing, and rounding to highlight essential understandings</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets E and F:</b> <b>Number and Operations – Fractions</b>	<ul style="list-style-type: none"> <li>• Use or create visual models when multiplying two fractions that are larger than 1.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets G and H:</b> <b>Measurement and Data</b>	N/A
<b>CONCEPTS AND PROCEDURES</b> <b>Target I:</b> <b>Measurement and Data</b>	<ul style="list-style-type: none"> <li>• Find the volume of a right rectangular prism after doubling the edge length of a side with a whole number measurement and compare it to the original.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets J and K:</b> <b>Geometry</b>	<ul style="list-style-type: none"> <li>• Graph coordinate pairs where one term is a whole number and one is a fraction on a coordinate plane with fractional axis increments of <math>\frac{1}{2}</math>, <math>\frac{1}{4}</math>, or <math>\frac{1}{10}</math>.</li> </ul>
<b>PROBLEM SOLVING &amp; MODELING AND DATA ANALYSIS</b>	<ul style="list-style-type: none"> <li>• Analyze and interpret the context of an unfamiliar situation for problems of increasing complexity.</li> <li>• Begin to solve problems optimally.</li> <li>• Construct multiple plausible solutions and approaches.</li> </ul>
<b>COMMUNICATING REASONING</b>	<ul style="list-style-type: none"> <li>• Begin to construct chains of logic about abstract concepts autonomously.</li> </ul>

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The student who just enters Level 2 should be able to:	
<b>CONCEPTS AND PROCEDURES</b> Target A: Ratios and Proportional Relationships	<ul style="list-style-type: none"> <li>• Find unit rates given two whole number quantities where one evenly divides the other.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> Targets B and C: The Number System	<ul style="list-style-type: none"> <li>• Divide a whole number by a fraction between 0 and 1 and be able to connect to a visual model.</li> <li>• Add and subtract multi-digit decimals.</li> <li>• Find common factors of two numbers less than or equal to 40.</li> <li>• Find multiples of two numbers less than or equal to 12.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> Target D: The Number System	<ul style="list-style-type: none"> <li>• Order fractions and integers.</li> <li>• Place integer pairs on a coordinate plane with axis increments of 2, 5, or 10.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> Targets E, F, and G: Expressions and Equations	<ul style="list-style-type: none"> <li>• Evaluate expressions with and without variables and without exponents.</li> <li>• Write one- and two-step algebraic expressions introducing a variable.</li> <li>• Solve one-variable equations and inequalities of the form <math>x + p = /&lt; /&gt; q</math> or <math>px = /&lt; /&gt; q</math>, where <math>p</math> and <math>q</math> are nonnegative rational numbers.</li> <li>• Given a table of values for a linear relationship (<math>y = kx</math> or <math>y = x \pm c</math>), create the equation.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> Target H: Geometry	<ul style="list-style-type: none"> <li>• Find areas of special quadrilaterals and triangles.</li> <li>• Draw polygons in the four-quadrant plane.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> Targets I and J: Statistics and Probability	<ul style="list-style-type: none"> <li>• Understand that questions that lead to variable responses are statistical questions and vice versa.</li> <li>• Identify a reasonable measure of central tendency for a given set of numerical data.</li> <li>• Find mean and median.</li> </ul>
<b>PROBLEM SOLVING &amp; MODELING AND DATA ANALYSIS</b>	<ul style="list-style-type: none"> <li>• Select tools to solve a familiar and moderately scaffolded problem and apply them with partial accuracy.</li> <li>• Use the necessary elements given in a problem situation to solve a problem.</li> <li>• Apply mathematics to propose solutions by identifying important quantities and by locating missing information from relevant external resources.</li> </ul>
<b>COMMUNICATING REASONING</b>	<ul style="list-style-type: none"> <li>• Find and identify the flaw in an argument.</li> </ul>



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The student who just enters Level 3 should be able to:	
<b>CONCEPTS AND PROCEDURES</b> <b>Target A:</b> <b>Ratios and Proportional Relationships</b>	<ul style="list-style-type: none"> <li>• Solve unit rate problems.</li> <li>• Solve percent problems by finding the whole, given a part and the percent.</li> <li>• Describe a ratio relationship between any two number quantities and understand the concept of unit rate in problems (denominators less than or equal to 12).</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets B and C:</b> <b>The Number System</b>	<ul style="list-style-type: none"> <li>• Apply and extend previous understandings of multiplication and division to divide a mixed number by a fraction and be able to connect to a visual model.</li> <li>• Multiply and divide multi-digit decimal numbers.</li> <li>• Find the greatest common factor of two numbers less than or equal to 100 and the least common multiple of two numbers less than or equal to 12.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Target D:</b> <b>The Number System</b>	<ul style="list-style-type: none"> <li>• Place points with rational coordinates on a coordinate plane and combine absolute value and ordering, with or without models (<math> -3  &lt;  -5 </math>).</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets E, F, and G:</b> <b>Expressions and Equations</b>	<ul style="list-style-type: none"> <li>• Write and evaluate numerical expressions without exponents and expressions from formulas in real-world problems.</li> <li>• Identify equivalent expressions.</li> <li>• Write one-variable equations and inequalities of the form <math>x + p = /&lt;=&gt;/ q</math> or <math>px = /&lt;=&gt;/ q</math>, where <math>p</math> and <math>q</math> are nonnegative rational numbers.</li> <li>• Graph solutions to equations and inequalities on the number line.</li> <li>• Create the graph, table, and equation for a linear relationship (<math>y = kx</math> or <math>y = x \pm c</math>) and make connections between the representations.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Target H:</b> <b>Geometry</b>	<ul style="list-style-type: none"> <li>• Find areas of quadrilaterals and other polygons that can be decomposed into three or fewer triangles.</li> <li>• Find the volume of right rectangular prisms with fractional or mixed number side lengths.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets I and J:</b> <b>Statistics and Probability</b>	<ul style="list-style-type: none"> <li>• Identify a reasonable center and spread for a given context and understand how this relates to the overall shape of the data distribution.</li> <li>• Understand that a measure of center summarizes all of its values with a single number.</li> <li>• Summarize or display data in box plots.</li> <li>• Find the interquartile range.</li> <li>• Use range and measures of center to describe the shape of the data distribution as it relates to a familiar context.</li> <li>• Pose statistical questions.</li> </ul>
<b>PROBLEM SOLVING &amp; MODELING AND DATA ANALYSIS</b>	<ul style="list-style-type: none"> <li>• Use appropriate tools to accurately solve problems arising in everyday life, society, and the workplace.</li> <li>• Apply mathematics to solve problems by identifying important quantities and mapping their relationship and by stating and using logical assumptions.</li> </ul>
<b>COMMUNICATING REASONING</b>	<ul style="list-style-type: none"> <li>• Use stated assumptions, definitions, and previously established results and examples to identify and repair a flawed argument.</li> <li>• Use previous information to support his or her own reasoning on a routine problem.</li> </ul>

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The student who just enters Level 4 should be able to:	
<b>CONCEPTS AND PROCEDURES</b> <b>Target A:</b> <b>Ratios and Proportional Relationships</b>	<ul style="list-style-type: none"> <li>• Solve unfamiliar or multi-step problems by finding the whole, given a part and the percent.</li> <li>• Understand and explain ratio relationships between any two number quantities.</li> <li>• Identify relationships between models or representations.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets B and C:</b> <b>The Number System</b>	<ul style="list-style-type: none"> <li>• Use visual models in settings where smaller fractions are divided by larger fractions.</li> <li>• Understand and apply the fact that a fraction multiplied or divided by 1 in the form of <math>\frac{a}{a}</math> is equivalent to the original fraction.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Target D:</b> <b>The Number System</b>	N/A
<b>CONCEPTS AND PROCEDURES</b> <b>Targets E, F, and G:</b> <b>Expressions and Equations</b>	<ul style="list-style-type: none"> <li>• Using the properties of operations, show why two expressions are equivalent.</li> <li>• Solve equations and inequalities of the form <math>x + p = / \leq / \geq / &lt; / &gt; q</math> or <math>px = / \leq / \geq / &lt; / &gt; q</math>, where <math>p</math> and <math>q</math> are rational numbers.</li> <li>• Create the graph, table, and equation for nonlinear polynomial relationships, making connections between the representations.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Target H:</b> <b>Geometry</b>	<ul style="list-style-type: none"> <li>• Solve problems by finding surface areas of triangular or rectangular prisms and triangular or rectangular pyramids.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets I and J:</b> <b>Statistics and Probability</b>	<ul style="list-style-type: none"> <li>• Predict effects on mean and median given a change in data points.</li> <li>• Complete a data set with given measures (e.g., mean, median, mode, interquartile range).</li> </ul>
<b>PROBLEM SOLVING &amp; MODELING AND DATA ANALYSIS</b>	<ul style="list-style-type: none"> <li>• Analyze and interpret the context of an unfamiliar situation for problems of increasing complexity.</li> <li>• Begin to solve problems optimally.</li> <li>• Construct multiple plausible solutions and approaches.</li> </ul>
<b>COMMUNICATING REASONING</b>	<ul style="list-style-type: none"> <li>• Begin to construct chains of logic about abstract concepts autonomously.</li> </ul>

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The student who just enters Level 2 should be able to:	
<b>CONCEPTS AND PROCEDURES</b> <b>Target A:</b> <b>Ratios and Proportional Relationships</b>	<ul style="list-style-type: none"> <li>• Identify proportional relationships presented in equation formats and find unit rates involving whole numbers.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Target B:</b> <b>The Number System</b>	<ul style="list-style-type: none"> <li>• Convert between familiar fractions and decimals.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets C and D:</b> <b>Expressions and Equations</b>	<ul style="list-style-type: none"> <li>• Apply properties of operations to expand linear expressions with integer coefficients.</li> <li>• Solve multi-step problems with decimal numbers.</li> <li>• Solve equations in the form of <math>px + q = r</math>, where <math>p</math>, <math>q</math>, and <math>r</math> are decimal numbers.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets E and F:</b> <b>Geometry</b>	<ul style="list-style-type: none"> <li>• Describe geometric shapes with given conditions.</li> <li>• Use vertical angles expressed as numerical measurements to solve problems.</li> <li>• Calculate the area of a circle when the formula is provided and the area of quadrilaterals.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets G, H, and I:</b> <b>Statistics and Probability</b>	<ul style="list-style-type: none"> <li>• Determine whether or not a sample is random.</li> <li>• Find the range of a set of data about a given population.</li> <li>• Approximate the probability of a chance event by collecting data.</li> </ul>
<b>PROBLEM SOLVING &amp; MODELING AND DATA ANALYSIS</b>	<ul style="list-style-type: none"> <li>• Select tools to solve a familiar and moderately scaffolded problem and apply them with partial accuracy.</li> <li>• Use the necessary elements given in a problem situation to solve a problem.</li> <li>• Apply mathematics to propose solutions by identifying important quantities and by locating missing information from relevant external resources.</li> </ul>
<b>COMMUNICATING REASONING</b>	<ul style="list-style-type: none"> <li>• Find and identify the flaw in an argument.</li> </ul>

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The student who just enters Level 3 should be able to:	
<b>CONCEPTS AND PROCEDURES</b> <b>Target A:</b> <b>Ratios and Proportional Relationships</b>	<ul style="list-style-type: none"> <li>• Represent proportional relationships in graphs and tables and solve one-step rate-related problems.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Target B:</b> <b>The Number System</b>	<ul style="list-style-type: none"> <li>• Solve mathematical problems using addition, subtraction, and multiplication on rational numbers.</li> <li>• Understand that <math>(-1)(-1) = 1</math>.</li> <li>• Convert common fractions and fractions with denominators that are a factor of a power of 10 to decimals.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets C and D:</b> <b>Expressions and Equations</b>	<ul style="list-style-type: none"> <li>• Add, subtract, and factor linear expressions with decimal coefficients.</li> <li>• Graph the solution set to a given inequality in the form of <math>x &gt; p</math> or <math>x &lt; p</math>, where <math>p</math> is a rational number.</li> <li>• Understand that rewriting an expression can shed light on how quantities are related in a familiar problem-solving context with a moderate degree of scaffolding.</li> <li>• Use variables to reason with quantities in real-world and mathematical situations with a high degree of scaffolding.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets E and F:</b> <b>Geometry</b>	<ul style="list-style-type: none"> <li>• Create a scale drawing of a given figure when a scale factor is given.</li> <li>• Determine the surface area of a right prism.</li> <li>• Use vertical angles expressed as variables to solve two-step problems.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets G, H, and I:</b> <b>Statistics and Probability</b>	<ul style="list-style-type: none"> <li>• Use random sampling to draw inferences about a population in familiar contexts.</li> <li>• Informally assess the degree of visual overlap of two numerical data distributions.</li> <li>• Calculate the theoretical probability of a compound event.</li> </ul>
<b>PROBLEM SOLVING &amp; MODELING AND DATA ANALYSIS</b>	<ul style="list-style-type: none"> <li>• Use appropriate tools to accurately solve problems arising in everyday life, society, and the workplace.</li> <li>• Apply mathematics to solve problems by identifying important quantities and mapping their relationship and by stating and using logical assumptions.</li> </ul>
<b>COMMUNICATING REASONING</b>	<ul style="list-style-type: none"> <li>• Use stated assumptions, definitions, and previously established results and examples to identify and repair a flawed argument.</li> <li>• Use previous information to support his or her own reasoning on a routine problem.</li> </ul>

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The student who just enters Level 4 should be able to:	
<b>CONCEPTS AND PROCEDURES</b> <b>Target A:</b> <b>Ratios and Proportional Relationships</b>	<ul style="list-style-type: none"> <li>• Solve real-world problems involving proportional relationships that require one step with measurement conversions.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Target B:</b> <b>The Number System</b>	<ul style="list-style-type: none"> <li>• Solve real-world problems with integers and proper fractions, using addition, multiplication, subtraction, and division.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets C and D:</b> <b>Expressions and Equations</b>	<ul style="list-style-type: none"> <li>• Construct inequalities with two variables to solve problems.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets E and F:</b> <b>Geometry</b>	<ul style="list-style-type: none"> <li>• Describe the two-dimensional figures that result from slicing spheres and cones.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets G, H, and I:</b> <b>Statistics and Probability</b>	<ul style="list-style-type: none"> <li>• Generate multiple samples (or simulated samples) of the same size.</li> <li>• Determine which measures of variability should be used to draw informal comparative inferences about two populations.</li> <li>• Construct a simulation experiment and generate frequencies for compound events.</li> </ul>
<b>PROBLEM SOLVING &amp; MODELING AND DATA ANALYSIS</b>	<ul style="list-style-type: none"> <li>• Analyze and interpret the context of an unfamiliar situation for problems of increasing complexity.</li> <li>• Begin to solve problems optimally.</li> <li>• Construct multiple plausible solutions and approaches.</li> </ul>
<b>COMMUNICATING REASONING</b>	<ul style="list-style-type: none"> <li>• Begin to construct chains of logic about abstract concepts autonomously.</li> </ul>

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The student who just enters Level 2 should be able to:	
<b>CONCEPTS AND PROCEDURES</b> Target A: The Number System	<ul style="list-style-type: none"> <li>• Identify numbers as rational or irrational.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> Targets B, C, and D: Expressions and Equations	<ul style="list-style-type: none"> <li>• Find the cube of one-digit numbers and the cube root of perfect cubes (less than 1,000).</li> <li>• Use appropriate tools (e.g., calculator, pencil and paper) to translate large numbers from scientific to standard notation.</li> <li>• Identify the <math>y</math>-intercept and calculate the slope of a line from an equation or graph.</li> <li>• Graph a system of linear equations and identify the solution as the point of intersection.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> Targets E and F: Functions	<ul style="list-style-type: none"> <li>• Identify whether an input/output pair satisfies a function.</li> <li>• Compare properties of two linear functions represented in the same way (algebraically, graphically, or in a table).</li> <li>• Construct a table to represent a linear relationship between two quantities.</li> <li>• Qualitatively describe a graph of a linear function.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> Targets G and H: Geometry	<ul style="list-style-type: none"> <li>• Construct reflections across an axis and translations of figures in a coordinate plane.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> Target I: Geometry	<ul style="list-style-type: none"> <li>• Identify the appropriate formula for the volume of a cylinder and connect the key dimensions to the appropriate location in the formula.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> Target J: Statistics and Probability	<ul style="list-style-type: none"> <li>• Identify what a linear pattern looks like from a given scatter plot.</li> </ul>
<b>PROBLEM SOLVING &amp; MODELING AND DATA ANALYSIS</b>	<ul style="list-style-type: none"> <li>• Select tools to solve a familiar and moderately scaffolded problem and apply them with partial accuracy.</li> <li>• Use the necessary elements given in a problem situation to solve a problem.</li> <li>• Apply mathematics to propose solutions by identifying important quantities and by locating missing information from relevant external resources.</li> </ul>
<b>COMMUNICATING REASONING</b>	<ul style="list-style-type: none"> <li>• Find and identify the flaw in an argument.</li> </ul>

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The student who just enters Level 3 should be able to:	
<b>CONCEPTS AND PROCEDURES</b> Target A: The Number System	<ul style="list-style-type: none"> <li>• Convert from fractions to repeating decimals.</li> <li>• Use rational approximations of familiar irrational numbers to make numerical comparisons.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> Targets B, C, and D: Expressions and Equations	<ul style="list-style-type: none"> <li>• Solve simple quadratic monomial equations and represent the solution as a square root.</li> <li>• Work with and perform operations with scientific notation of large numbers.</li> <li>• Identify unit rate of change in linear relationships (i.e., slope is the rate of change).</li> <li>• Solve linear equations with rational number coefficients, including equations whose solutions require expanding expressions using the distributive property and collecting like terms and equations with infinitely many solutions or no solution.</li> <li>• Solve a system of linear equations with integer coefficients using an algebraic strategy.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> Targets E and F: Functions	<ul style="list-style-type: none"> <li>• Classify functions as linear or nonlinear on the basis of the algebraic representation.</li> <li>• Determine the rate of change and the initial value of a function.</li> <li>• Know linear equations of the form <math>y = mx + b</math> are functions.</li> <li>• Compare properties of two linear functions represented in different ways (algebraically, graphically, or in a table).</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> Targets G and H: Geometry	<ul style="list-style-type: none"> <li>• Predict the location of point P after a transformation.</li> <li>• Know that sequences of translations, rotations, and reflections on a figure always result in a congruent figure.</li> <li>• Construct rotations of figures in a coordinate plane.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> Target I: Geometry	<ul style="list-style-type: none"> <li>• Calculate the volume of a cylinder in direct and familiar mathematical and real-world problems.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> Target J: Statistics and Probability	<ul style="list-style-type: none"> <li>• Describe outliers for a given scatter plot.</li> </ul>
<b>PROBLEM SOLVING &amp; MODELING AND DATA ANALYSIS</b>	<ul style="list-style-type: none"> <li>• Use appropriate tools to accurately solve problems arising in everyday life, society, and the workplace.</li> <li>• Apply mathematics to solve problems by identifying important quantities and mapping their relationship and by stating and using logical assumptions.</li> </ul>
<b>COMMUNICATING REASONING</b>	<ul style="list-style-type: none"> <li>• Use stated assumptions, definitions, and previously established results and examples to identify and repair a flawed argument.</li> <li>• Use previous information to support his or her own reasoning on a routine problem.</li> </ul>

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The student who just enters Level 4 should be able to:	
<b>CONCEPTS AND PROCEDURES</b> <b>Target A:</b> <b>The Number System</b>	<ul style="list-style-type: none"> <li>• Approximate irrational numbers between two integers to a specified level of precision.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets B, C, and D:</b> <b>Expressions and Equations</b>	<ul style="list-style-type: none"> <li>• Write a system of two linear equations with two variables to represent a context.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets E and F:</b> <b>Functions</b>	<ul style="list-style-type: none"> <li>• Interpret the rate of change and initial value of a linear function in terms of its graph.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets G and H:</b> <b>Geometry</b>	<ul style="list-style-type: none"> <li>• Describe the impact of two transformations, including a dilation, on a figure.</li> <li>• Identify or draw the relevant right triangle in a three-dimensional figure, given coordinates or a diagram.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Target I:</b> <b>Geometry</b>	<ul style="list-style-type: none"> <li>• Solve unfamiliar or multi-step problems involving volumes of cylinders.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Target J:</b> <b>Statistics and Probability</b>	<ul style="list-style-type: none"> <li>• Use the trend line or line of best fit to make predictions in real-world situations.</li> </ul>
<b>PROBLEM SOLVING &amp; MODELING AND DATA ANALYSIS</b>	<ul style="list-style-type: none"> <li>• Analyze and interpret the context of an unfamiliar situation for problems of increasing complexity.</li> <li>• Begin to solve problems optimally.</li> <li>• Construct multiple plausible solutions and approaches.</li> </ul>
<b>COMMUNICATING REASONING</b>	<ul style="list-style-type: none"> <li>• Begin to construct chains of logic about abstract concepts autonomously.</li> </ul>



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The student who just enters Level 2 should be able to:	
<b>CONCEPTS AND PROCEDURES</b> <b>Targets A and B:</b> <b>Number and Quantity</b>	<ul style="list-style-type: none"> <li>• Extend the properties of integer exponents to multiply expressions with rational exponents that have common denominators.</li> <li>• Perform operations on rational numbers and familiar irrational numbers.</li> <li>• Understand that rational numbers are closed under addition and multiplication.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Target C:</b> <b>Quantities</b>	<ul style="list-style-type: none"> <li>• Choose and interpret the correct units in a formula given in a familiar context, including making measurement conversions between simple units.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets D, E, F, G, H, I, and J:</b> <b>Algebra</b>	<ul style="list-style-type: none"> <li>• Use linear equations in one and two variables and inequalities in one variable to model a familiar situation and to solve a familiar problem.</li> <li>• Explain solution steps for solving linear equations and solve a simple radical equation.</li> <li>• Use properties of exponents to expand a single variable (coefficient of 1) repeated up to two times with a nonnegative integer exponent into an equivalent form and vice versa, e.g., <math>x^2x^3 = xxxxx = x^{2+3}</math>.</li> <li>• Solve one-step linear equations and inequalities in one variable and understand the solution steps as a process of reasoning.</li> <li>• Represent linear equations and quadratic equations with integer coefficients in one and two variables graphically on a coordinate plane.</li> <li>• Recognize equivalent forms of linear expressions and write a quadratic expression with integer-leading coefficients in an equivalent form by factoring.</li> <li>• Add multi-variable polynomials made up of monomials of degree 2 or less.</li> <li>• Graph and estimate the solution of systems of linear equations.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets K, L, M, and N:</b> <b>Functions</b>	<ul style="list-style-type: none"> <li>• Understand the concept of a function in order to distinguish a relation as a function or not a function.</li> <li>• Interpret quadratic functions in context, and given the key features of a graph, the student should be able to identify the appropriate graph.</li> <li>• Graph quadratic functions by hand or by using technology.</li> <li>• Identify properties of two linear or two quadratic functions.</li> <li>• Understand equivalent forms of linear and quadratic functions.</li> <li>• Build an explicit function to describe or model a relationship between two quantities.</li> <li>• Add, subtract, and multiply linear functions.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Target O:</b> <b>Similarity, Right Triangles, and Trigonometry</b>	<ul style="list-style-type: none"> <li>• Use the Pythagorean Theorem in unfamiliar problems to solve for the missing side in a right triangle with some scaffolding.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Target P:</b> <b>Statistics and Probability</b>	<ul style="list-style-type: none"> <li>• Describe the differences in shape, center, and spread of two or more different data sets representing familiar contexts.</li> </ul>

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<b>PROBLEM SOLVING &amp; MODELING AND DATA ANALYSIS</b>	<ul style="list-style-type: none"> <li>• Select tools to solve a familiar and moderately scaffolded problem and apply them with partial accuracy.</li> <li>• Use the necessary elements given in a problem situation to solve a problem.</li> <li>• Apply mathematics to propose solutions by identifying important quantities and by locating missing information from relevant external resources.</li> </ul>
<b>COMMUNICATING REASONING</b>	<ul style="list-style-type: none"> <li>• Find and identify the flaw in an argument.</li> </ul>
<b>The student who just enters Level 3 should be able to:</b>	
<b>CONCEPTS AND PROCEDURES Targets A and B: Number and Quantity</b>	<ul style="list-style-type: none"> <li>• Apply all laws of exponents on expressions with exponents that have common denominators.</li> <li>• Rewrite expressions with rational exponents of the form <math>(m/n)</math> to radical form and vice versa.</li> <li>• Use repeated reasoning to recognize that the sums and products of a rational number and a nonzero irrational number are irrational.</li> </ul>
<b>CONCEPTS AND PROCEDURES Target C: Quantities</b>	<ul style="list-style-type: none"> <li>• Reason quantitatively to choose and interpret the units in a formula given in an unfamiliar context, including making compound measurement conversions.</li> <li>• Define appropriate quantities or measurements in familiar contexts with some scaffolding to construct a model.</li> <li>• Choose the scale and origin of a graph or data display.</li> </ul>
<b>CONCEPTS AND PROCEDURES Targets D, E, F, G, H, I, and J: Algebra</b>	<ul style="list-style-type: none"> <li>• Create and use quadratic inequalities in two variables to model a situation and to solve a problem.</li> <li>• Write a quadratic expression in one variable with rational coefficients in an equivalent form by factoring, identify its zeroes, and explain the solution steps as a process of reasoning.</li> <li>• Use properties of exponents to write equivalent forms of exponential functions with one or more variables with integer coefficients with nonnegative integer exponents involving operations of addition, subtraction, and multiplication without requiring distribution of an exponent across parentheses.</li> <li>• Solve a quadratic equation with integer roots in standard form.</li> <li>• Represent polynomial and exponential functions graphically and estimate the solution of systems of equations displayed graphically.</li> <li>• Understand that the plotted line, curve, or region represents the solution set to an equation or inequality.</li> <li>• Add and subtract multi-variable polynomials of any degree and understand that polynomials are closed under subtraction.</li> </ul>
<b>CONCEPTS AND PROCEDURES Targets K, L, M, and N: Functions</b>	<ul style="list-style-type: none"> <li>• Identify the domain and range of linear, quadratic, and exponential functions presented in any form.</li> <li>• Use function notation to evaluate a function for numerical or monomial inputs.</li> <li>• Appropriately graph and interpret key features of linear, quadratic, and exponential functions in familiar or scaffolded contexts and specify the average rate of change of a function on a given domain from its equation or approximate the average rate of change of a function from its graph.</li> <li>• Graph linear, quadratic, logarithmic, and exponential functions by hand and by using technology.</li> </ul>

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	<ul style="list-style-type: none"> <li>Analyze and compare properties of a linear function to properties of another function of any type.</li> <li>Build a recursive function to describe or model a relationship between two quantities.</li> <li>Divide linear functions.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Target O:</b> <b>Similarity, Right Triangles, and Trigonometry</b>	<ul style="list-style-type: none"> <li>Use trigonometric ratios and the sine and cosine of complementary angles to find missing angles or sides of a given right triangle with minimal scaffolding.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Target P:</b> <b>Statistics and Probability</b>	<ul style="list-style-type: none"> <li>Select the appropriate choice of spread as interquartile range or standard deviation based on the selection of the measure of center.</li> </ul>
<b>PROBLEM SOLVING &amp; MODELING AND DATA ANALYSIS</b>	<ul style="list-style-type: none"> <li>Use appropriate tools to accurately solve problems arising in everyday life, society, and the workplace.</li> <li>Apply mathematics to solve problems by identifying important quantities and mapping their relationship and by stating and using logical assumptions.</li> </ul>
<b>COMMUNICATING REASONING</b>	<ul style="list-style-type: none"> <li>Use stated assumptions, definitions, and previously established results and examples to identify and repair a flawed argument.</li> <li>Use previous information to support his or her own reasoning on a routine problem.</li> </ul>
<b>The student who just enters Level 4 should be able to:</b>	
<b>CONCEPTS AND PROCEDURES</b> <b>Targets A and B:</b> <b>Number and Quantity</b>	<ul style="list-style-type: none"> <li>Explain the relationship between properties of integer exponents and properties of rational exponents.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Target C:</b> <b>Quantities</b>	<ul style="list-style-type: none"> <li>Define appropriate quantities or measurements in unfamiliar contexts with some scaffolding to construct a model.</li> </ul>
<b>CONCEPTS AND PROCEDURES</b> <b>Targets D, E, F, G, H, I, and J:</b> <b>Algebra</b>	<ul style="list-style-type: none"> <li>Choose an appropriate equivalent form of an expression in order to reveal a property of interest when solving problems.</li> <li>Solve a formula for any variable in the formula.</li> <li>Provide an example that would lead to an extraneous solution when solving linear, quadratic, radical, and rational equations.</li> <li>Use a variety of methods such as factoring, completing the square, quadratic formula, etc., to solve equations and to find minimum and maximum values of quadratic equations.</li> </ul>

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<p><b>CONCEPTS AND PROCEDURES</b> Targets K, L, M, and N: Functions</p>	<ul style="list-style-type: none"> <li>• Find the input of a function when given the function in function notation and the output, or find the output when given the input.</li> <li>• Describe complex features such as holes, symmetries, and end behavior of the graph of a function.</li> <li>• Graph functions both by hand and by using technology.</li> </ul>
<p><b>Target O: Similarity, Right Triangles, and Trigonometry</b></p>	<ul style="list-style-type: none"> <li>• Solve right triangle problems with multiple stages and in compound figures without scaffolding.</li> </ul>
<p><b>CONCEPTS AND PROCEDURES</b> Target P: Statistics and Probability</p>	<ul style="list-style-type: none"> <li>• Interpret data to explain why a data value is an outlier.</li> </ul>
<p><b>PROBLEM SOLVING &amp; MODELING AND DATA ANALYSIS</b></p>	<ul style="list-style-type: none"> <li>• Analyze and interpret the context of an unfamiliar situation for problems of increasing complexity.</li> <li>• Begin to solve problems optimally.</li> <li>• Construct multiple plausible solutions and approaches</li> </ul>
<p><b>COMMUNICATING REASONING</b></p>	<ul style="list-style-type: none"> <li>• Begin to construct chains of logic about abstract concepts autonomously.</li> </ul>

# Establishing Cut-Scores for Common Grades 9 and 10 English Language Arts/Literacy (ELA/L) and Mathematics Assessments

## Introduction

Part of the scope of work in the Multi-Agency Assessment Cooperative (MAAC) is to develop grades 9 and 10 English language arts/literacy (ELA/L) and mathematics tests based on the grade 11 items in the 2014 Smarter Balanced assessment. The grades 9 and 10 tests would

- be common across three states: Idaho, U.S. Virgin Islands, and West Virginia;
- be calibrated on the Smarter Balanced grades 3–11 vertical scale;
- be administered as a computer adaptive test; and
- have separate grade-specific cut-scores.

## Blueprints

AIR examined the Common Core State Standards (CCSS) and determined that in ELA/L it was not possible to develop separate grades 9 and 10 blueprints. Therefore, the grades 9 and 10 tests will be based on the grade 11 blueprint. In mathematics however, AIR was able to create blueprints for grade 9 Integrated Mathematics I and grade 10 Integrated Mathematics II.

## **Proposed Blueprint for Grades 9 and 10 ELA/L Assessments**

Because the Common Core State Standards for ELA/L are nearly identical between grades 9 and 10 and grades 11 and 12, the blueprint we propose for the grades 9 and 10 ELA/L benchmark assessments is the same blueprint Smarter uses at grade 11.

The Smarter blueprint is organized around claims and targets, within which are the CCSS for grades 11 and 12. These groupings can be found in Smarter’s content specifications located on the Smarter Balanced website (<http://www.smarterbalanced.org/?s=content+specifications>). The blueprint does not go down to the standard level; therefore, the specific differences between the two grade bands are indistinguishable on the blueprint itself.

Based on the content specifications, targets 4 and 5 are where we see some differences between the standards at grades 9 and 10 and grades 11 and 12. For example, standard 9, which is included in both targets 4 and 5, calls for a comparison across literary texts. At grades 11 and 12, the standard calls for a comparison that is limited to foundational works of American literature from the same time period. At grades 9 and 10, the standard calls for an examination of texts across time periods and cultures. While there is some variation in the passages that support these standards, the items themselves—and the essential skills of integrating knowledge across multiple texts—are, we believe, ostensibly the same constructs.

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The Smarter blueprint also calls for brief writing tasks as well as an extended writing task associated with the performance task. The rubric used to score the performance task is the same rubric used at grade 8. It is intended to measure overall writing performance rather than grade-specific subskills. Even the conventions dimension of the rubric does not specify grade-level grammar/usage skills. A full-credit score on conventions is given if the response “demonstrates an adequate command of conventions: adequate use of correct sentence formation, punctuation, capitalization, usage grammar, and spelling; no systematic pattern of errors is displayed.”

The table below is Smarter’s ELA/L Summative Assessment Blueprint for grade 11, which can also be found on Smarter’s website at [http://www.smarterbalanced.org/wordpress/wp-content/uploads/2014/05/ELA\\_Preliminary\\_-Blueprint-2014\\_04-30Final.pdf](http://www.smarterbalanced.org/wordpress/wp-content/uploads/2014/05/ELA_Preliminary_-Blueprint-2014_04-30Final.pdf).

We propose this blueprint for grades 9 and 10 ELA/L benchmark assessments as shown in Table 1.

**Table 1: Blueprint for Grade 9 and 10 ELA/L**

<b>Target Sampling ELA/L Grade 11</b>									
Component	Claim/Score Reporting Category	Content Category	Assessment Target <sup>1</sup>		DoK <sup>2,3</sup>	CAT Items	Item Type		Total Items
							Machine Scored	Short Text	
CAT	1. Reading	Literary <sup>4</sup>	2	Central Ideas	2, 3	1 <sup>5</sup>	1 <sup>5</sup>	1 <sup>5</sup>	6
			4	Reasoning and Evaluation	3, 4	1 <sup>5</sup>			
			1	Key Details	2	4	4	0	
			3	Word Meanings	1, 2				
			5	Analysis within/ across Texts	3, 4				
			6	Text Structures and Features	3, 4				
			7	Language Use	3				
		Informational <sup>6</sup>	9	Central Ideas	2, 3				5–6 <sup>7</sup>
			11	Reasoning and Evaluation	3, 4				
			8	Key Details	2	8	0		
			10	Word Meanings	1, 2				
			12	Analysis within/ across Texts	3, 4				
			13	Text Structures and Features	3, 4				
			14	Language Use	3				

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Target Sampling ELA/L Grade 11									
Component	Claim/Score Reporting Category	Content Category	Assessment Target <sup>1</sup>		DoK <sup>2,3</sup>	CAT Items	Item Type		Total Items
							Machine Scored	Short Text	
CAT	2. Writing	Organization/ Purpose	1a	Write Brief Texts <sup>8</sup>	3	3	0	0-1 <sup>8</sup>	10
			3a						
		6a							
		1b	Revise Brief Texts	2	0-2 <sup>8</sup>		0		
		3b							
		6b							
	Evidence/ Elaboration	1a	Write Brief Texts <sup>8</sup>	3	0	0-1 <sup>8</sup>			
		3a							
	6a								
	1b	Revise Brief Texts	2	2	0				
3b									
6b									
8	Language and Vocabulary Use <sup>9</sup>	1, 2	2	2	0				
Conventions	9	Edit/Clarify	1, 2	5	5	0			
3. Speaking/ Listening	Listening	4	Listen/Interpret	1, 2, 3	9	9	0	9	
4. Research	Research	2	Analyze/ Integrate Info	2	5	5	5	5	
		3	Evaluate Info/ Sources	2					
		4	Use Evidence	2					

Target Sampling ELA/L Grade 11									
Component	Claim/Score Reporting Category	Content Category	Assessment Target <sup>1</sup>		DoK	Item Type			Scores
						Machine Scored	Short Text	Full Write	
PT	2. Writing	Organization/ Purpose	2	Compose Full Texts	4	0	0	1	1
			4						
		7							
		7							
	Evidence/ Elaboration	2	Compose Full Texts	4	0	0	1	1	
		4							
7									
8	Language and Vocabulary Use								
Conventions	9	Edit/Clarify						1	
4. Research	Research	2	Analyze/ Integrate Info	3, 4	1	2	0	3	
		3	Evaluate Info/ Sources	3, 4					
		4	Use Evidence	3, 4					

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## Proposed Blueprint for Grades 9 and 10 Mathematics Assessments

Because the grade 11 Mathematics blueprint includes an accumulation of standards from concepts taught in 9<sup>th</sup>, 10<sup>th</sup> and 11<sup>th</sup> grade the 9<sup>th</sup> and 10<sup>th</sup> grade blueprints are a subset of the 11<sup>th</sup> grade blueprint. All of the targets and domains on the grade 11 Smarter mathematics test are considered to be college and career ready content. So the grades 9 & 10 blueprints are the intersection of the Smarter grade 11 blueprint and what is taught in Integrated Math I for grade 9 and Integrated Math II for grade 10.

These two blueprints were created by starting with the grade 11 Smarter mathematics blueprint. Targets in Claim 1 that contain standards that are **not** part of the Integrated Math I or Integrated Math II recommended standards from CCSS Appendix A were removed. Domains in Claims 2, 3, and 4 that contain standards that are **not** part of the Integrated Math I/Integrated Math II recommended standards from CCSS Appendix A were removed. Then the targets were allocated appropriately to calculator and non-calculator segments based on how the items were field tested on grade 11. Last, the total number of items allocated to each claim and content category were updated to be proportional to the number of items on the grade 11 Smarter assessment.

The original Smarter grade 11 blueprint for mathematics can be found here:

[http://www.smarterbalanced.org/wordpress/wp-content/uploads/2014/05/Math\\_Preliminary\\_-\\_Blueprint-2014\\_04-30Final.pdf](http://www.smarterbalanced.org/wordpress/wp-content/uploads/2014/05/Math_Preliminary_-_Blueprint-2014_04-30Final.pdf)

We propose these blueprints for grades 9 and 10 mathematics summative assessments.

**Table 2: Blueprint for Mathematics Grade 9**

Claim	Content Category	Assessment Targets	DOK	Items		Total Items
				CAT	PT	
1. Concepts and Procedures	Priority Cluster	D. Interpret the structure of expressions.	1, 2	0-3	0	15
		E. Write expressions in equivalent forms to solve problems.	1, 2			
		F. Perform arithmetic operations on polynomials.	2			
		G. Create equations that describe numbers or relationships.	1, 2	0-5		
		H. Understand solving equations as a process of reasoning and explain the reasoning.	1, 2			
		I. Solve equations and inequalities in one variable.	1, 2			
		J. Represent and solve equations and inequalities graphically.	1, 2	0-8		
		K. Understand the concept of a function and use function notation.	1, 2	0-8		
		L. Interpret functions that arise in applications in terms of a context.	1, 2	0-7		
		M. Analyze functions using different representations.	1, 2, 3			
N. Build a function that models a relationship between two quantities.	2					



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Claim	Content Category	Assessment Targets	DOK	Items		Total Items
				CAT	PT	
	Supporting Cluster	O. Define trigonometric ratios and solve problems involving right triangles.	1, 2	0	0	5
		P. Summarize, represent, and interpret data on a single count or measurement variable.	2	1-3		
		A. Extend the properties of exponents to rational exponents.	1, 2	0		
		B. Use properties of rational and irrational numbers.	1, 2			
		C. Reason quantitatively and use units to solve problems.	1, 2	1-3		
2. Problem Solving 4. Modeling and Data Analysis	Problem Solving (drawn across content domains)	A. Apply mathematics to solve well-posed problems arising in everyday life, society, and the workplace.	2, 3	2	1-2	3-4
		B. Select and use appropriate tools strategically.	1, 2, 3	1		
		C. Interpret results in the context of a situation.				
		D. Identify important quantities in a practical situation and map their relationships (e.g., using diagrams, two-way tables, graphs, flow charts, or formulas).				
	Modeling and Data Analysis (drawn across content domains)	A. Apply mathematics to solve problems arising in everyday life, society, and the workplace.	2, 3	1	2-3	5-6
		D. Interpret results in the context of a situation.				
		B. Construct, autonomously, chains of reasoning to justify mathematical models used, interpretations made, and solutions proposed for a complex problem.	2, 3, 4	1		
		E. Analyze the adequacy of and make improvements to an existing model or develop a mathematical model of a real phenomenon.				
		C. State logical assumptions being used.	1, 2	1		
F. Identify important quantities in a practical situation and map their relationships (e.g., using diagrams, two-way tables, graphs, flow charts, or formulas).						
3. Communicating Reasoning	Communicating Reasoning (drawn across content domains)	A. Test propositions or conjectures with specific examples.	2	2-3	2	8
		D. Use the technique of breaking an argument into cases.				
		B. Construct, autonomously, chains of reasoning that will justify or refute propositions or conjectures.	2, 3, 4	3		
		E. Distinguish correct logic or reasoning from that which is flawed, and—if there is a flaw in the argument—explain what it is.				
C. State logical assumptions being used.	2, 3, 4	1-2				
F. Base arguments on concrete referents such as objects, drawings, diagrams, and actions.						
		G. At later grades, determine conditions under which an argument does and does not apply. (For example, area increases with perimeter for squares, but not for all plane figures.)				

– DOK: Depth of Knowledge, consistent with the Smarter Balanced Content Specifications.

– The CAT algorithm will be configured to ensure the following:

For Claim 1, each student will receive at least 7 CAT items at DOK 2 or higher.

For combined Claims 2 and 4, each student will receive at least 2 CAT items at DOK 3 or higher.

For Claim 3, each student will receive at least 2 CAT items at DOK 3 or higher.

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**Table 3: Blueprint for Mathematics Grade 10**

Claim	Content Category	Assessment Targets	DOK	Items		Total Items		
				CAT	PT			
1. Concepts and Procedures	Priority Cluster	D. Interpret the structure of expressions.	1, 2	0-6	0	15		
		E. Write expressions in equivalent forms to solve problems.	1, 2					
		F. Perform arithmetic operations on polynomials.	2					
		G. Create equations that describe numbers or relationships.	1, 2	0-6				
		H. Understand solving equations as a process of reasoning and explain the reasoning.	1, 2					
		I. Solve equations and inequalities in one variable.	1, 2					
		J. Represent and solve equations and inequalities graphically.	1, 2	0				
		K. Understand the concept of a function and use function notation.	1, 2	0				
		L. Interpret functions that arise in applications in terms of a context.	1, 2	0-7				
		M. Analyze functions using different representations.	1, 2, 3					
	N. Build a function that models a relationship between two quantities.	2						
	Supporting Cluster	O. Define trigonometric ratios and solve problems involving right triangles.	1, 2	2-4			0	5
		P. Summarize, represent, and interpret data on a single count or measurement variable.	2	0				
		A. Extend the properties of exponents to rational exponents.	1, 2	0-2				
		B. Use properties of rational and irrational numbers.	1, 2					
C. Reason quantitatively and use units to solve problems.		1, 2	0					
2. Problem Solving 4. Modeling and Data Analysis	Problem Solving (drawn across content domains)	A. Apply mathematics to solve well-posed problems arising in everyday life, society, and the workplace.	2, 3	2	1-2	3-4		
		B. Select and use appropriate tools strategically.	1, 2, 3	1				
		C. Interpret results in the context of a situation.						
		D. Identify important quantities in a practical situation and map their relationships (e.g., using diagrams, two-way tables, graphs, flow charts, or formulas).						
Modeling and Data Analysis (drawn across content domains)	Modeling and Data Analysis (drawn across content domains)	A. Apply mathematics to solve problems arising in everyday life, society, and the workplace.	2, 3	1	2-3	5-6		
		D. Interpret results in the context of a situation.	2, 3, 4	1				
		B. Construct, autonomously, chains of reasoning to justify mathematical models used, interpretations made, and solutions proposed for a complex problem.						
		E. Analyze the adequacy of and make improvements to an existing model or develop a mathematical model of a real phenomenon.						

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Claim	Content Category	Assessment Targets	DOK	Items		Total Items
				CAT	PT	
		C. State logical assumptions being used. F. Identify important quantities in a practical situation and map their relationships (e.g., using diagrams, two-way tables, graphs, flow charts, or formulas).	1, 2	1		
		G. Identify, analyze, and synthesize relevant external resources to pose or solve problems	3, 4	0		
3. Communicating Reasoning	Communicating Reasoning (drawn across content domains)	A. Test propositions or conjectures with specific examples. D. Use the technique of breaking an argument into cases.	2	2-3		
		B. Construct, autonomously, chains of reasoning that will justify or refute propositions or conjectures. E. Distinguish correct logic or reasoning from that which is flawed, and—if there is a flaw in the argument—explain what it is.	2, 3, 4	3	2	8
		C. State logical assumptions being used. F. Base arguments on concrete referents such as objects, drawings, diagrams, and actions. G. At later grades, determine conditions under which an argument does and does not apply. (For example, area increases with perimeter for squares, but not for all plane figures.)	2, 3, 4	1-2		

- DOK: Depth of Knowledge, consistent with the Smarter Balanced Content Specifications.
- The CAT algorithm will be configured to ensure the following:
  - For Claim 1, each student will receive at least 7 CAT items at DOK 2 or higher.
  - For combined Claims 2 and 4, each student will receive at least 2 CAT items at DOK 3 or higher.
  - For Claim 3, each student will receive at least 2 CAT items at DOK 3 or higher

Note that the blueprints above are preliminary and not final. They will be firmed up after AIR completes the simulations for the assessments.

### Establishing Cut-Scores

There are several ways that cut-scores could be established for the common grades 9 and 10 tests. The most time-consuming, and expensive option would be to bring in a panel of standard setters and do a regular standard setting similar to the one done by Smarter Balanced. This could be done after the close of the testing window in 2015. The big disadvantage of this option is that scores in grades 9 and 10 could not be reported until after the standard-setting process was completed in June or July.

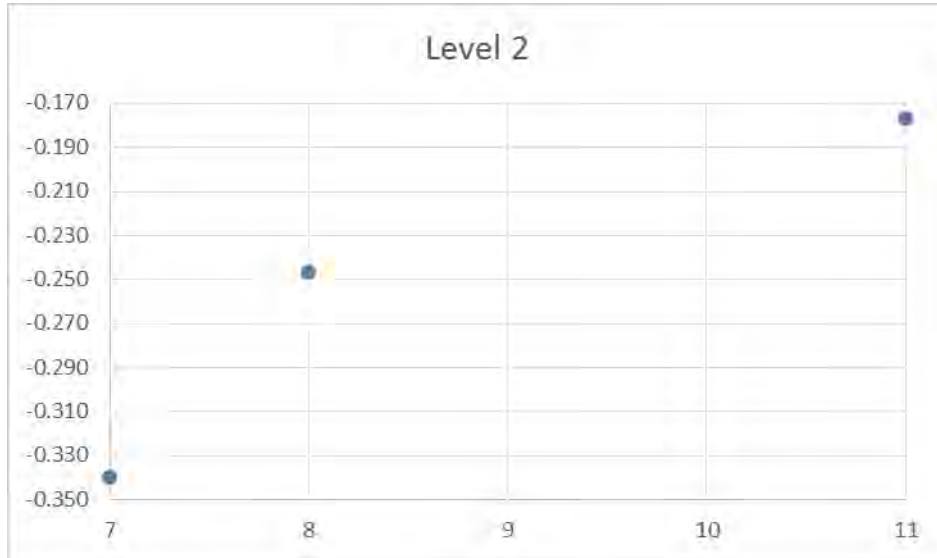
A second, more simple and immediate, way the cut-scores could be established would be to use a regression interpolation procedure and determine the cut-scores statistically. This is the approach taken in the results below.

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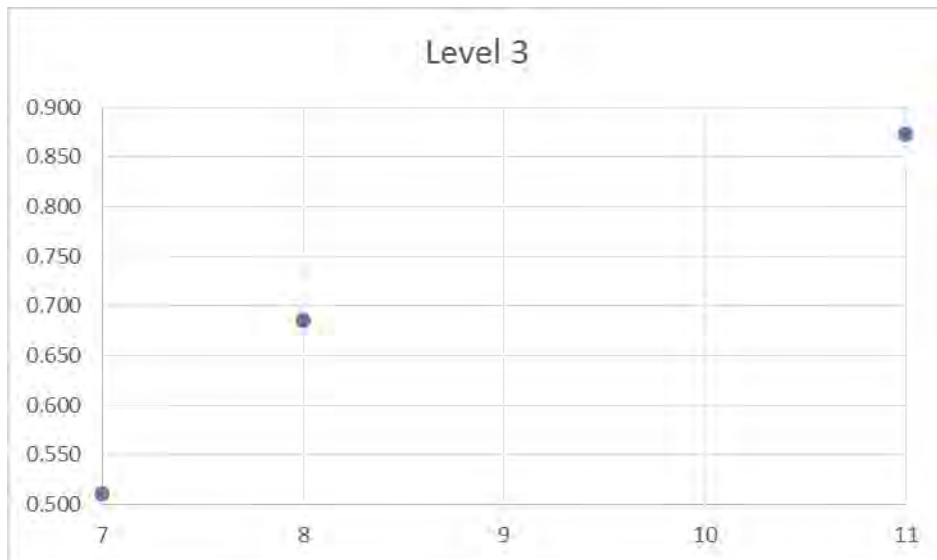
Establishing Cut-Scores for Common Grades 9 and 10 ELA/L and Mathematics

AIR examined the cut-scores established by Smarter Balanced in a variety of ways. Several patterns were immediately obvious when examining the cut-scores in the vicinity of grade 9 and 10. These are show in Figures 1–3 for ELA/L and Figures 4–6 for mathematics.

**Figure 1: ELA/L Level 2 Smarter Cut-Scores**



**Figure 2: ELA/L Level 3 Smarter Cut-Scores**



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Figure 3: ELA/L Level 4 Smarter Cut-Scores

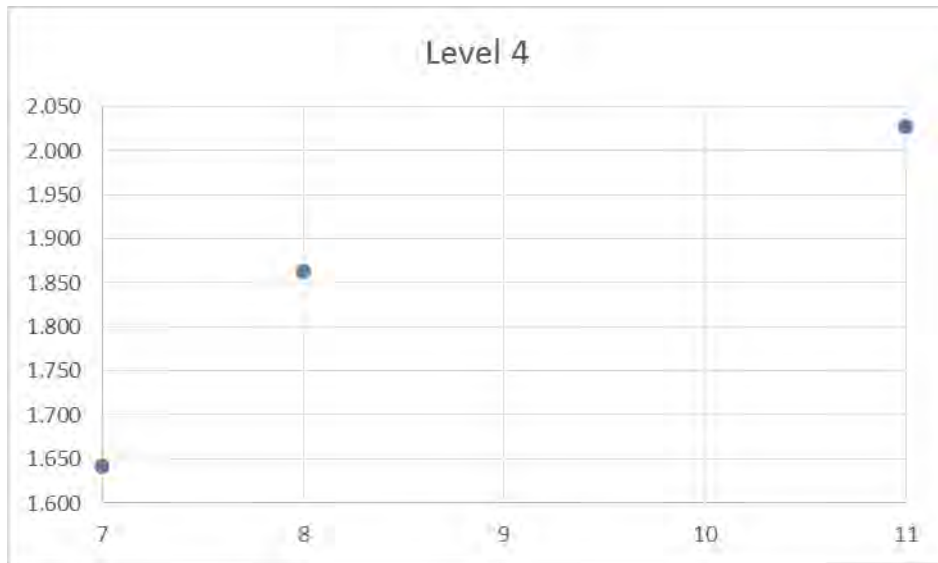
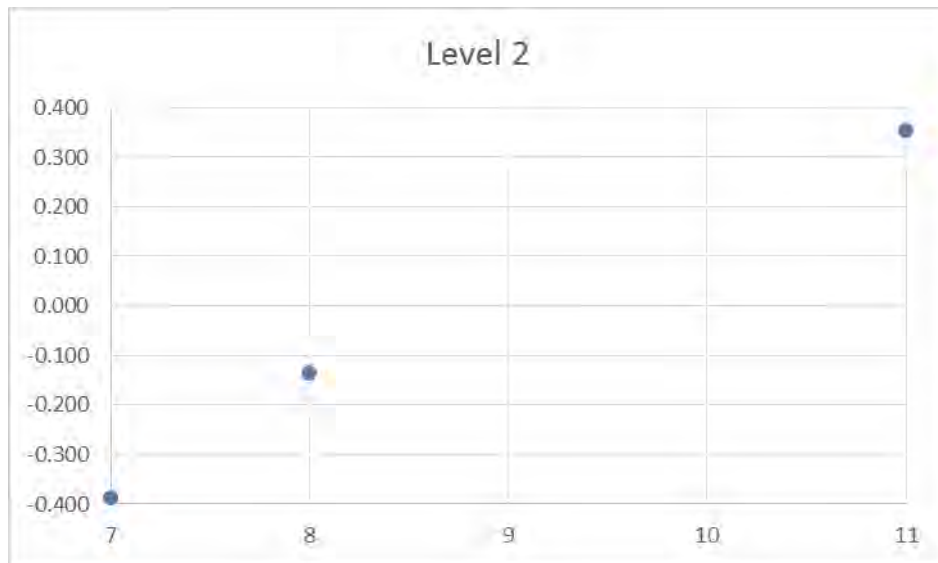


Figure 4: Mathematics Level 2 Smarter Cut-Scores



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Figure 5: Mathematics Level 3 Smarter Cut-Scores

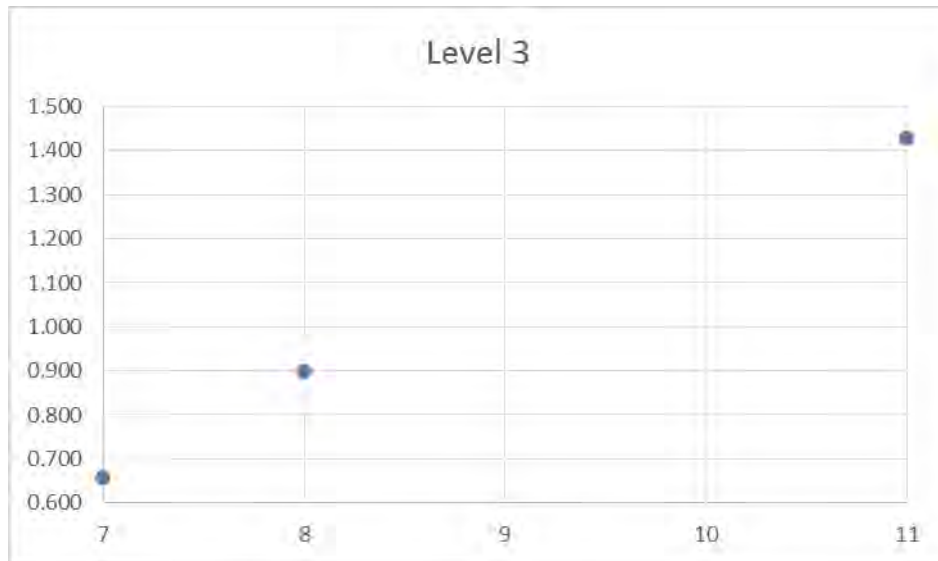
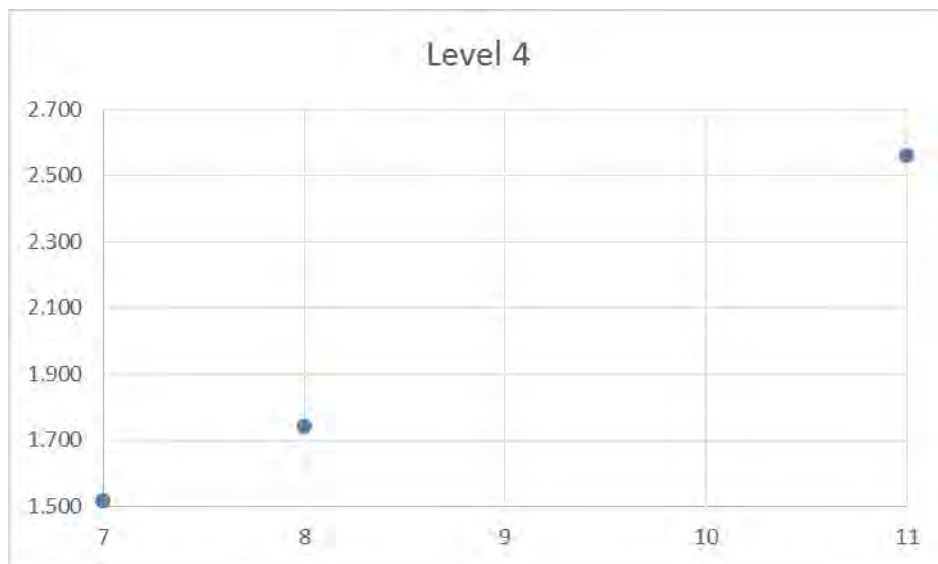


Figure 6: Mathematics Level 4 Smarter Cut-Scores



The obvious patterns in the graphs are that the cut-scores for ELA/L are curvilinear between grades 7 and 11, but the cut-scores for mathematics are linear. Therefore, in order to predict the cut-scores for grades 9 and 10 AIR used a curvilinear regression approach for ELA/L and a linear regression approach for mathematics. For ELA/L theta was converted to  $\exp(\theta)$ . The predicted  $\exp(\theta)$  was converted back to the original theta metric by taking the log of predicted  $\exp(\theta)$ . For mathematics, a simple linear regression using theta was used.

The sample sizes are listed in **Table 4**.

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The sample sizes used in the regression analyses are listed in **Table 4**. Table 5 shows the values of cut-scores used in the regression for ELA/L, along with the slopes and intercepts of the regressions. Similarly, Table 6 shows the same results for mathematics. The percentage at and above for grades 9 and 10 was obtained from ETS. These percentages are based on the 2014 Smarter Balanced field-test vertical linking sample.

**Table 4: Sample Sizes of Grades 9, 10, and 11 Students in Vertical Linking Sample**

<b>Sample Sizes in Vertical Linking Sample</b>		
<b>Grade</b>	<b>ELA/L</b>	<b>Math</b>
09	7,714	12,016
10	11,924	14,342
11	31,019	21,250

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**Table 5: Cut-Scores for ELA/L**

<b>Level 2</b>			
<b>Anchoring Grade</b>	<b>Exp(theta)</b>	<b>Theta Cut</b>	<b>Percentage (%) at and above</b>
07	0.712	-0.340	66
08	0.781	-0.247	71
11	0.838	-0.177	72
<b>Slope</b>			0.028589
<b>Intercept</b>			0.529122
<b>Level 3</b>			
07	1.665	0.510	38
08	1.984	0.685	41
11	2.392	0.872	41
<b>Slope</b>			0.17107
<b>Intercept</b>			0.530975
<b>Level 4</b>			
07	5.160	1.641	8
08	6.437	1.862	9
11	7.584	2.026	11
<b>Slope</b>			0.554269
<b>Intercept</b>			1.58987



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**Table 6: Cut-Scores for Mathematics**

<b>Level 2</b>		
Anchoring Grade	Theta Cut	Percentage (%) at and above
07	-0.390	64
08	-0.137	62
11	0.354	59
<b>Slope</b>		0.180846
<b>Intercept</b>		-1.625
<b>Level 3</b>		
07	0.657	33
08	0.897	32
11	1.426	33
<b>Slope</b>		0.188577
<b>Intercept</b>		-0.641
<b>Level 4</b>		
07	1.515	13
08	1.741	13
11	2.561	11
<b>Slope</b>		0.264231
<b>Intercept</b>		-0.351

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Table 7 shows the predicted cut-scores for grades 9 and 10 for ELA/L; Table 8 has the same information for mathematics. The scaled score cut-scores for grades 9 and 10 are bolded in both tables.

**Table 7: Predicted Cut-Scores for ELA/L**

ELA/L Predicted Cut-Scores				
Grade	Predicted Theta Cut	Inverse Proportions	Theta Cuts	Scaled Score Cuts
07	-0.316	65	-0.34	2479
08	-0.277	72	-0.247	2487
09	-0.240	68	-0.240	<b>2488</b>
10	-0.205	76	-0.205	<b>2491</b>
11	-0.170	72	-0.177	2493
07	0.547	37	0.51	2552
08	0.642	43	0.685	2567
09	0.728	38	0.728	<b>2571</b>
10	0.807	46	0.807	<b>2577</b>
11	0.881	40	0.872	2583
07	1.699	8	1.641	2649
08	1.796	10	1.862	2668
09	1.884	9	1.884	<b>2670</b>
10	1.965	13	1.965	<b>2677</b>
11	2.040	11	2.026	2682

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JUNE 18, 2015**

Establishing Cut-Scores for Common Grades 9 and 10 ELA/L and Mathematics

**Table 8: Predicted Cut-Scores for Mathematics**

Mathematics Predicted Cut-Scores				
Grade	Predicted Theta Cut	Inverse Proportions	Theta Cuts	SS Cuts
07	-0.359	63	-0.39	2484
08	-0.178	63	-0.137	2504
09	0.003	56	0.003	<b>2515</b>
10	0.183	62	0.183	<b>2529</b>
11	0.364	59	0.354	2543
07	0.679	32	0.657	2567
08	0.868	33	0.897	2586
09	1.056	28	1.056	<b>2599</b>
10	1.245	33	1.245	<b>2614</b>
11	1.433	33	1.426	2628
07	1.499	13	1.515	2635
08	1.763	12	1.741	2653
09	2.027	9	2.027	<b>2676</b>
10	2.291	12	2.291	<b>2697</b>
11	2.556	11	2.561	2718

The scaled score-cuts were obtained by applying the scaled score linear transformations used by Smarter Balanced to convert thetas to scaled scores. The transformations are in Table 9.

**Table 9: Scaled Score Transformations for Smarter Balanced**

Sample Sizes in Vertical Linking Sample			
Subject	Grade	Slope (a)	Intercept (b)
ELA/L	3–8, HS	85.8	2508.2
Math	3–8, HS	79.3	2514.9

**Lowest Observable Scaled Score (LOSS) and Highest Observable Scaled Score (HOSS) and Initial Ability Estimate**

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Establishing Cut-Scores for Common Grades 9 and 10 ELA/L and Mathematics

For reporting AIR would use the grade 11 lowest observable theta and highest observable theta (LOT/HOT) as well the lowest observable scaled score and highest observable scaled score (LOSS/HOSS) values. For ability estimation AIR would use the average ability of 2014 9<sup>th</sup> and 10<sup>th</sup> grade students as starting values. These are shown in Table 10. If approved by ID, WI and WV these values would be included in the Spring Specifications,

**Table 10: LOSS/HOSS Values and Initial Ability Estimates**

Subject	Grade	Min	Max	Average	Standard Dev	Theta Metric		Scale Score Metric	
						LOT	HOT	LOSS	HOSS
ELA	9	-2.4375	3.3392	0.3396	1.1536	-2.4375	3.3392	2299	2795
ELA	10	-2.4375	3.3392	0.6310	1.1747	-2.4375	3.3392	2299	2795
ELA	11	-2.4375	3.3392	0.5371	1.2025	-2.4375	3.3392	2299	2795
Math	9	-2.9564	4.3804	0.1791	1.4390	-2.9564	4.3804	2280	2862
Math	10	-2.9564	4.3804	0.5388	1.4978	-2.9564	4.3804	2280	2862
Math	11	-2.9564	4.3804	0.6696	1.5757	-2.9564	4.3804	2280	2862

## **Conclusions**

As stated above, there are several ways that cut-scores could be established for the common grades 9 and 10 ELA/L and mathematics test that will be developed for Idaho, the U.S. Virgin Islands, and West Virginia. One way would be to wait for the closing of the testing window and use a standard-setting workshop panel to recommend standards. This would delay the reporting of grades 9 and 10 results until after the cut-scores were adopted.

An easier, and immediate, approach is to set the cut-scores through a statistical procedure. Such an approach is reported in this paper. The cut-scores look reasonable and are probably very close to what would be established if an actual workshop were used to recommend standards. The statistical approach relies on the assumption that the results of the 2014 Grade 9 and 10 vertical linking samples are comparable to the results that would have occurred if the 2014 Grade 9 and 10 tests had been administered according to the above blueprints.

If the three states accept the cut-scores presented above, the results can then be reported on an ongoing basis during the testing window.

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# IDAHO SPECIAL EDUCATION MANUAL ~~2007~~

*Revised ~~2009~~*

# 2015

~~Division of Student Achievement~~

~~And School Improvement~~

~~Idaho State Department of Education~~

Division of Special Education

Idaho State Department of Education

~~Tom Luna~~ Superintendent of Public  
Instruction

Approved by the State Board of Education

December 2014



Nondiscrimination Clause

Federal law prohibits discrimination on the basis of race, color, religion, sex, national origin, age, or disability in any educational programs or activities receiving federal financial assistance. (Title VI and VII of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; and the Americans with Disabilities Act of 1990.)

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Inquiries regarding compliance with this nondiscriminatory policy may be directed to the State Superintendent of Public Instruction, P.O. Box 83720, Boise, ID 83720-0027, (208) 332-6800, or to the Director, Office of Civil Rights, Department of Education, Washington, D.C.

Idaho Special Education Manual

The policies and procedures contained in this Idaho Special Education Manual have been developed by the State Department of Education (SDE) and offered to local education agencies (LEA) for adoption. This Manual has been approved by the State Board of Education, meets the IDEA eligibility requirement of 20 U.S.C. Section 1412, and is consistent with state and federal laws, rules, regulations, and legal requirements.

In the case of any conflict between Idaho Administrative Code (IDAPA) and the Individuals with Disabilities Education Act (IDEA), the IDEA shall supersede the IDAPA, and IDAPA shall supersede this Manual.

*This document was developed and printed by the Idaho State Department of Education using grant funds from the Individuals with Disabilities Education Act 2004, PR/Award #H027A080088A.*



STATE DEPARTMENT OF EDUCATION  
JUNE 18, 2015



STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720  
BOISE, IDAHO 83720-0027

TOM LUNA  
STATE SUPERINTENDENT  
PUBLIC INSTRUCTION

**INTRODUCTION**

~~message from Superintendent Tom Luna:~~

~~One of the most important things we do at the State Department of Education (SDE) is support the work done at the local level by our teachers, administrators and other school staff. We offer that support by providing technical expertise and assistance in a variety of areas.~~

~~The *Idaho Special Education Manual 2007* is designed to help you understand the provisions of the Individuals with Disabilities Education Improvement Act (IDEA) and meet the guidelines contained within the law. To receive federal funds available under the IDEA, districts must adopt and implement appropriate special education policies and procedures. Those policies and procedures must be approved by the SDE consistent with state and federal laws, rules, regulations, and legal requirements.~~

~~To help you, this manual contains a sample set of approved policies and procedures that boards of trustees may adopt if they choose to do so. The appendices in this manual are meant to clarify and assist you in adopting policies; they should not be viewed or adopted as policies in and of themselves.~~

~~To the extent possible, we try to make the process of understanding state and federal regulations as easy as possible. If you have questions or comments about this manual or any service offered by the SDE, I hope you will take the time to contact us.~~

Sincerely,

Tom Luna

Superintendent of Public Instruction

---

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650 West State Street	208-332-6800	1-800-377-3529	208-334-2228

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**2015 Idaho Special Education Manual**

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<u>Lily Robb</u>	<u>Administrative Assistant, SDE</u>

ACRONYMS AND ABBREVIATIONS

Section 504	Section 504 of the Rehabilitation Act of 1973
ABS	American Association on Mental Retardation Adaptive Behavior Scale
ADA	Americans with Disabilities Act
A.D.A.	Average Daily Attendance
ADD	Attention Deficit Disorder
ADHD	Attention Deficit Hyperactivity Disorder
ADR	Alternative Dispute Resolution
APR	Annual Performance Report
ASD	Autism Spectrum Disorder
ASHA	American Speech/Language Hearing Association
AT	Assistive Technology
ATRC	Assistive Technology Resource Center
AU	Autism
AYP	Adequate Yearly Progress
BIP	Behavioral Intervention Plan
<u>CADRE</u>	<u>[National]</u>
<u>Center on Dispute Resolution in Special Education</u>	
CALP	Cognitive Academic Language Proficiency
CAP	Corrective Action Plan
CBM	Curriculum-Based Measurement
CDC	Child Development Center
CEC	Council for Exceptional Children
CEIS	Comprehensive Early Intervening Services
C.F.R.	Code of Federal Regulations
CI	Cognitive Impairment ( <u>see Intellectual Disability</u> )

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CIP	Continuous Improvement Plan
CLD	Culturally or Linguistically Diverse
<del>Co-Ad</del>	<del>Comprehensive Advocacy, Inc.</del>
<del>CS</del>	<del>Consultant Specialist (ends June 30, 2006)</del>
DB	Deaf-Blindness
DD	Developmental Delay
DDA	Developmental Disabilities Agency
DHW	Department of Health and Welfare
DJC	Department of Juvenile Corrections
DMA	Direct Math Assessment
DOC	Department of Correction
DP	Due Process
<u>DRI</u>	<u>Disability Rights Idaho</u>
DSM	Diagnostic Services Manual
DWA	Direct Writing Assessment
ECR	Early Complaint Resolution
ECSE	Early Childhood Special Education
ED	Emotional Disturbance
ENT	Ear, Nose and Throat
ESEA	Elementary and Secondary Education Act
ESL	English as a Second Language
ESY	Extended School Year
FAE	Fetal Alcohol Effect
FAPE	Free and Appropriate Public Education
FAS	Fetal Alcohol Syndrome
FBA	Functional Behavioral Assessment
FERPA	Family Educational Rights and Privacy Act

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GED	General Education Development
GEPA	General Education Provisions Act
GPA	Grade Point Average
GRPA	Government Performance Review Act
G/T	Gifted/Talented
<del>HI</del>	<del>Health Impairment</del>
HH	Hard of Hearing
HOUSSE	Highly Objective Uniform State Standard of Evaluation
IAA	Idaho Alternate Assessment
IAES	Interim Alternative Educational Setting
IASA	Improving America’s School Act
IATP	Idaho Assistive Technology Project
IBEDS	Idaho Board of Education Data System
IBI	Intensive Behavioral Interventions
IC	Idaho Code
<u>ID</u>	<u>Intellectual Disability</u>
IDAPA	Idaho Administrative Procedures Act
<del>IELS</del>	<del>Idaho Early Learning Standards</del>
IDEA 2004	Individuals with Disabilities Education Improvement Act 2004
IDELR	Individuals with Disabilities Education Law Report
IDVR	Idaho Division of Vocational Rehabilitation
IEE	Independent Educational Evaluation
<u>IELG</u>	<u>Idaho Early Learning Guidelines (eGuidelines)</u>
<del>IELS</del>	<del>Idaho Early Learning Standards</del>
IEP	Individual Education Program
IFSP	Individual Family Services Plan
IN	Individual (Medicaid Service Code)

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IPUL	Idaho Parents Unlimited, Inc.
IQ	Intelligence Quotient
IRI	Idaho Reading Indicator
ISAT	Idaho Standards Achievement Test
ISBOE	Idaho State Board of Education
ISDB	Idaho School for the Deaf and Blind
ISEAP	Idaho Special Education Advisory Panel
ITC	Idaho Training Clearinghouse
ITP	Infant/Toddler Program
JDC	Juvenile Detention Center
LD	Learning Disability
LEA	Local Education Agency
LEP	Limited English Proficiency
LI	Language Impairment
LD	Learning Disability
LG	Large Group, <u>three (3)</u> or more (Medicaid Service Code)
LOA	Letter of Authorization (ends June 30, 2006)
LRE	Least Restrictive Environment
MD	Multiple Disabilities
MDT	Multidisciplinary Team
<u>MTSS</u>	<u>Multi-Tiered System of Support</u>
NAEP	National Assessment of Educational Progress
NCLB	No Child Left Behind Act
O & M	Orientation and Mobility
OCR	Office of Civil Rights
<u>OHI</u>	<u>Other Health Impaired</u>
OI	Orthopedic Impairment



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OMB	Federal Office of Management and Budget
OSEP	Office of Special Education Programs
OSERS	Office of Special Education and Rehabilitation Services
OT	Occupational Therapy
PBIS	Positive Behavioral Interventions and Supports
PBS	Positive Behavioral Supports
PERC	Parent Education Resource Center
PGI	Performance Goals and Indicators
PIR	Plan for Improving Results
<u>PLAAFP</u>	<u>Present Levels of Academic Achievement and Functional Performance (Also known as PLOP for Present Levels of Performance)</u>
PLOP	<u>Present Levels of Performance (Also known as PLAAFP for Present Levels of Academic Achievement and Functional Performance)</u>
PSR	Psycho-Social Rehabilitation
PT	Physical Therapy
PTI	Parent Training and Information Center
PWN	Prior Written Notice
RTI	Response to Intervention
SBI	Serious Bodily Injury
SBE	State Board of Education
SBR	Scientifically-Based Research
SD	Standard Deviation
SDE	State Department of Education
SEA	State Education Agency
SEAP	Special Education Advisory Panel
SG	Small Group, 2 (Medicaid Service Code)
SI	Speech Impairment
SIG	State Improvement Grant

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<u>SLD</u>	<u>Specific Learning Disability</u>
SLP	Speech-Language Pathologist
SOP	Summary of Performance (secondary)
SP	Services Plan
SPP	State Performance Plan
SS	Standard Score
TBI	Traumatic Brain Injury
VI	Visual Impairment

GLOSSARY

**Academic achievement.** A student's level of performance in basic school subjects, measured either formally or informally.

**Accommodation.** Changes in the curriculum, instruction, or testing format or procedures that enable students with disabilities to participate in a way that allows them to demonstrate their abilities rather than disabilities. Accommodations are generally considered to include assistive technology as well as changes in presentation, response, timing, scheduling, and settings that do not fundamentally alter the requirements. Accommodations do not invalidate assessment results and do not fundamentally alter the requirements (or course expectations).

**Adaptation.** Changes to curriculum, instruction, or assessments that fundamentally alter the requirements, but that enable a student with an impairment that significantly impacts performance an opportunity to participate. Adaptations include strategies such as reading the reading portion of a test, using spell/grammar check for language arts assessments, and substituting out-of-level testing. Adaptations fundamentally alter requirements and invalidate assessment results and provide non-comparable results.

**Adaptive behavior.** Behavior that displays an age-appropriate level of self-sufficiency and social responsibility which includes the following areas: communication, self-care, home living, social/interpersonal skills, use of community resources, direction, functional academic skills, work, leisure, health, or safety.

**Adverse educational Impact (adverse effect).** A determination made by the evaluation team that the student's progress is impeded by the disability to the extent that the educational performance is significantly and consistently below the level of similar age peers preventing the student from benefitting from general education. harmful or unfavorable influence that a disability has on a student's educational performance in academic (reading, math, communication, etc.) or non-academic areas (daily life activities, mobility, pre-vocational and vocational skills, social adaptation, self-help skills, etc.) The phrases "adverse impact" and "adverse effect" are used interchangeably in this Manual and have the same meaning. (See also "educational performance")

**Adult student.** A student with a disability, age eighteen (18) or older, to whom rights have transferred under the IDEA 2004 and Idaho Code, and who has not been deemed legally incompetent by a court or deemed ineligible to give informed consent by the IEP Team.

**Age-appropriate activities.** Activities that typically-developing children of the same age would be performing or would have achieved.

**Age of majority.** The age at which, by law, a child assumes the responsibilities of an adult. In Idaho, the age of majority is eighteen (18).

**Aggregated data.** Information that is considered as a whole. In this Manual, the term refers to collective data on all students, including students with disabilities.

**Alternate assessment.** A specific assessment, developed by the state in lieu of statewide assessments or by the district in lieu of districtwide assessments, designed to measure functional skills within the same domains required by the regular statewide or district wide assessments. It is designed for students who are unable to demonstrate progress in the typical manner and who meet the state-established criteria.

**Alternative authorization/teacher to new certification.** One of the State Board of Education's alternative routes to teacher certification as outlined in the Idaho Certification Manual distributed by the Idaho State Department of Education. ~~Effective July 1, 2006.~~

**Alternative or supplementary curriculum.** Curriculum not based on or drawn directly from the general education curriculum.

**Alternative school.** A public school placement option that may be utilized for students who are not succeeding in the traditional school environment but may benefit through the use of modified curriculum or flexible programming.

**Articulation.** The ability to speak distinctly and connectedly.

**Articulation disorder.** Incorrect productions of speech sounds, including omissions, distortions, substitutions and/or additions that may interfere with intelligibility.

**American with Disabilities Act (ADA) of 1990.** A federal law prohibiting discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. An individual with a disability is defined by the ADA as a person who has a physical or mental impairment that substantially limits one or more major life activities, a person who has a history or record of such an impairment, or a person who is perceived by others as having such an impairment. The ADA does not specifically name all of the impairments that are covered.

**Assessment.** The formal or informal process of systematically observing, gathering, and recording credible information to help answer evaluation questions and make decisions. It is an integral component of the evaluation process. A test is one method of obtaining credible new information within the assessment process. Assessment data may also include observations, interviews, medical reports, data regarding the effects of general education accommodations and adaptations and interventions, and other formal or informal data.

**Assistive technology device.** Any item, piece of equipment, or product system whether acquired commercially, off a shelf, modified, or customized that is used to increase, maintain, or improve the functional capabilities of a student with a disability. Excludes surgically implanted medical devices.

**Assistive technology service.** Any service that directly assists a student with a disability with the assessment, selection, acquisition, or use of an assistive technology device. The term includes the evaluation of the need of the student; purchasing, leasing, or otherwise providing for the acquisition of assistive technology devices; selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing, or replacing devices; coordinating and using other therapies, interventions, or services with existing education and rehabilitation plans and programs; training or technical assistance for a student and/or family; and training or technical assistance for professionals, employers, or other individuals who provide services to, employ, or are otherwise substantially involved in the major life functions of the student.

**Attention deficit disorder (ADD).** A biologically based mental disorder that has these typical characteristics: short attention span; distractive behavior; difficulty following directions and staying on task; and an inability to focus behavior. The disorder compromises many skills needed for academic success, including starting, following through with, and completing tasks; moving from task to task; and following directions.

**Attention deficit hyperactivity disorder (ADHD).** A biologically based mental disorder in which a person has inappropriate degrees of inattention, impulsiveness and hyperactivity.

**Audiologist.** A licensed health care professional who diagnoses hearing loss and selects and fits hearing aids.

**Autism.** An IDEA 2004 disability category in which a developmental disability, generally evident before age three (3), significantly affects verbal ~~and~~ or nonverbal communication skills and social interactions and adversely affects educational performance. Other characteristics often associated with autism are engagement in repetitive activities and stereotyped movements, resistance to environmental change or change in daily routines, and unusual responses to sensory experiences.

**Basic reading skills.** For the purpose of specific learning disability eligibility, includes sight word recognition, phonics, and word analysis. Essential skills include identification of individual sounds and the ability to manipulate them, identification of printed letters and sounds associated with letters, and decoding of written language.

**Behavioral intervention plan (BIP).** A plan comprising practical and specific strategies designed to increase or reduce a definable behavior. These strategies address preventative techniques, teaching replacement behaviors, how to respond or resolve behaviors, and crisis management, if necessary.

**Benchmark.** A major milestone which describes the progress the student is expected to make toward annual goals within a specified period of time. Similar to an objective.

**Braille.** A tactile system of reading and writing, used by students who are blind or visually impaired, with an official code composed of Braille characters or cells that consist of

various patterns of raised dots that correspond to alphabetic letters, punctuation marks and other symbols.

**Business day.** A workday (Monday through Friday) except for federal and state holidays, unless specifically included.

**Case manager.** A member of the evaluation and/or IEP team (usually the special education teacher) who is designated to perform administrative functions for the team, including: (1) setting up meetings; (2) ensuring appropriate forms are completed; (3) ensuring timelines are met; and (4) ~~notifying participants of the times and dates of meetings.~~ includes the responsibility of coordinating and overseeing the implementation of the IEP.

**Change of placement.** ~~Removal of a child with a disability from the child's current educational placement. When the removal is for disciplinary purposes, regulations apply, 34 CFR §300.536. A change in placement relates to whether the student is moved from one type of educational program -- i.e., regular class -- to another type -- i.e., home instruction. Or it may also occur when there is a significant change in the student's educational program even if the student remains in the same setting.~~

**Change of placement for disciplinary reasons.** A removal from the current educational placement for more than ten (10) consecutive school days or a series of removals that constitute a pattern when they total more than ten (10) school days in a school year. Factors such as the length of the removal, the proximity of the removals to one another, ~~and~~ and the total amount of time the student is removed are indicators of a pattern-, and whether the child's behavior is substantially similar to the child's behavior in previous incidents that resulted in the series of removals.

**Charter school within a district.** A publicly funded, nonprofit, nonsectarian public school that is created by a formal agreement (charter) between a group of individuals and the board of trustees of the local school district and operates independently within the district. It is governed by the conditions of its approved charter and federal and state laws. It is the responsibility of the local district to ensure that students attending such charter schools receive appropriate services as required by IDEA 2004, Section section-504 and the ADA.

**Charter school LEA.** A publicly funded, nonprofit, nonsectarian public school that operates as its own local education agency or district. Charter LEAs do not have an agreement with the local school district within whose boundaries they operate. Charter LEAs must be authorized by the Idaho Public Charter School Commission and are required to provide services in accordance with IDEA 2004, section 504 and the ADA.

**Child.** An individual who has not attained age eighteen (18).

**Child count.** For purposes of the annual report required under IDEA 2004, the State must count and report the number of children with disabilities receiving special education and related services on any date between October 1 and December 1 of each year.

**Child find.** A process to locate, identify, and evaluate ~~students who reside in the district and individuals ages three (3) to twenty-one (21) who are suspected of having a disability and in need of special education.~~

**Civil action.** A judicial action that any party who is aggrieved by the final decision of a due process hearing officer may bring in either a federal district court or a state court of competent jurisdiction (as designated by Idaho law ~~the state~~).

**Cognitive academic language proficiency (CALP).** A test to determine a student's appropriate language dominance/usage.

**Cognitive impairment.** ~~An IDEA 2004 disability category in which subaverage intellectual functioning exists concurrently with deficits in adaptive behavior. These deficits are manifested during the student's developmental period and adversely affect the student's educational performance. The term "mental retardation" was previously used to refer to this condition.~~

**Comparable benefit.** ~~The IDEA 2004 requirement that obligates districts to ensure that private school students with disabilities receive benefits that are comparable in quality, scope, and opportunity for participation in special education services funded by the IDEA 2004 to those students with disabilities enrolled in public schools.~~

**Compensatory education.** Educational services or remedies which are above and beyond those normally due a student under his or her state's education law. The principle is acknowledged by most courts that have considered the issue to be an appropriate equitable remedy when a student has been denied free appropriate public education. Services that would put the student in the same position had they not been denied a FAPE.

**Compensatory remedy.** ~~A judicial order or administrative action intended to redress a violation of the rights of a student with a disability who has suffered a loss as a result of the wrongful or negligent act of another and to restore the student to the position he or she would have been in if the wrongful or negligent act had not occurred. The remedy may include the award of monetary reimbursement or other corrective actions as appropriate to the needs of the student.~~

**Complaint. (state complaint)** A formal, written, and signed statement submitted to the Idaho State Department of Education by an individual or organization that contains one or more allegations and the facts on which the statement is based that a district or agency has violated a requirement of ~~Part B of the IDEA 2004~~.within 365 days.

**Comprehensive Coordinated early intervening services (CEIS).** ~~Services for students (K-12) who need additional academic and behavioral support to succeed in a general education environment. These students have not been identified as having a disability. under the IDEA.~~

**Consensus.** Following the opportunity for each member to provide input and gain clarification, the resulting outcome where each member agrees to support the decision of the group. ~~Has two common meanings. Consensus is usually defined as meaning both: a) the general agreement to support the decision, and b) the process of getting to reaching such agreement to support the decision. Consensus decision making is thus concerned primarily with that process~~

- ~~(1) — A general agreement among the members of a given group or community, each of which exercises some discretion in decision making and follow-up action.~~
- ~~(2) — A decision-making process that not only seeks the agreement of most participants, but also to resolve or mitigate the objections of the minority to achieve the most agreeable decision.~~

**Consent.** Voluntary, written approval of a proposed activity, as indicated by a ~~parent and/or adult student~~ parent/adult student signature. The ~~parent and/or adult student~~ parent/adult student must be fully informed of all relevant information in his or her native language or other mode of communication and must understand all information relevant to the activity to make a rational decision.

**Conservator.** A person appointed by the court to handle financial decisions for a person who is incapacitated or debilitated. In Idaho the conservator has all of the powers conferred in Idaho Statute 15-5-424 and any additional powers conferred by law on trustees in this state. In addition, a conservator of the estate of an unmarried minor under the age of eighteen (18) years, as to whom no one has parental rights, has the duties and powers of a guardian of a minor described in section 15-5-209 of this code until the minor attains the age of eighteen (18) or marries, but the parental rights so conferred on a conservator do not preclude appointment of a guardian as provided by part 2 of this chapter, Idaho Statute 15-5-424.

**Consultant Specialist (CS).** ~~The SDE may issue a Consultant Specialist letter of approval to use a highly and uniquely qualified individual in an educational position that normally requires formal certification. This provision expires June 30, 2006.~~

**Controlled substance.** Any drug so designated by law whose availability is restricted; i.e., so designated by federal Controlled Substances Acts. Included in such classifications are narcotics, stimulants, depressants, hallucinogens, and marijuana. (See Schedule I, II, III, IV or V in section (c) of the Controlled Substances Act (21 U.S.C. 812(c))

**Coordinated early intervening services (CEIS).** Services for students (K-12) who need additional academic and behavioral support to succeed in a general education environment. These students have not been identified as having a disability. under the IDEA.



**Core academic subjects.** These include English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, history, and geography under the ESEA (NCLB).

**Corrective action plan (CAP).** A plan that orders a district as a result of an IDEA 2004 complaint to take corrective actions to resolve legal deficiency as found by the SDE.

**Critical life skill.** Skills that lead to independent functioning. Development of these skills can lead to reduced dependency on future caretakers and enhance students' integration with nondisabled individuals. Skills may include such things as toileting, feeding, mobility, communication, dressing, self-help, and social/emotional functioning.

**Dangerous weapon.** A weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than 2 ½ inches in length.

**Data-based decision making.** The collecting of information that can be charted or graphed to document performance over time followed by an analysis of the information to determine needed changes in policies, programs, or procedures.

**Day.** Refers to a calendar day unless otherwise indicated as a business or school day.

**Deaf-blindness.** An IDEA 2004 disability category in which a student demonstrates hearing and visual impairments, and where the combination of these two disabilities causes such severe communication and other developmental and educational needs that the student cannot be accommodated with special education services designed solely for students with deafness or blindness.

**Deafness.** An IDEA 2004 disability category in which a hearing impairment loss or inability is so severe that the student, with or without amplification, is limited in processing linguistic information through hearing, which adversely affects educational performance.

**Detained youth.** Anyone aged three (3) through twenty-one (21) who is being held for a crime regardless of whether or not that person has appeared before the court.

**Developmental achievement.** Gains a student makes which follow the pedagogic theory that all children learn in the same basic way and in the same sequence, although at different rates.

**Developmental delay.** An IDEA 2004 disability category used only for students ages three (3) through nine (9) for whom a significant delay exists in one or more of the following skill areas: receptive/expressive language; cognitive abilities; gross/fine motor functioning; social/emotional development; or self-help/adaptive functioning. The use of this category is optional for districts.

**Disaggregated data.** Information that is reported and/or considered separately on the basis of a particular characteristic. In this Manual, the term refers to data on special education students as a group that is reported and/or considered separately from the same data on all students in a school, district, or state.

**Discipline.** ~~Actions taken in response to a student's violation of the student conduct code. A set of rules or techniques designed by a district for the purpose of minimizing disruption and promoting positive interaction.~~

**Disclosure.** The access to or the release, transfer or other communication of education records, or personally identifiable information contained in these records by oral, written, electronic, or other means.

**Discrepancy formula.** ~~A method of determining the difference between a student's expected level of academic achievement and intellectual ability used, to establish eligibility for special education under the category of learning disability.~~

**Disproportionality.** A disparity or inequality. In this Manual, the term refers to a statistical range of data where students of a specific race or ethnicity are identified in either greater or fewer numbers than expected when compared to the representation of that race or ethnicity within the general school population. The areas addressed in the IDEA 2004 are: (1) identification as a student with a disability; (2) identifications a student with a specific category of disability; and (3) placement in a particular educational setting and (4) the incidence, duration of any type of disciplinary actions, including suspensions and expulsions.

**District.** A local educational agency (LEA), inclusive of the following terms: a local district, a state authorized charter school, a state operated program, and a traditional school. See also "LEA."

**Dropout.** A student who has voluntarily left an education system before completion of requirements and is not known to be enrolled in any other educational program.

**Dual enrollment.** A child of school-age who is enrolled in a nonpublic school (including a homeschool) or a public charter school and enrolled in a public school to participate in public school programs and activities, Idaho Statue 33-203. See also "nonpublic school" and "nonpublic student"

**Due process hearing.** An administrative hearing conducted by an SDE-appointed hearing officer to resolve disputes on any matter related to identification, evaluation, educational placement, or the provision of a free appropriate public education under the IDEA.

**Educational performance.** A student's educational performance in achievement, developmental and or functional skills.

**Education record.** A student's record containing personally identifiable information maintained by an educational agency or institution, or by a party acting for the agency or institution,

which may include, but is not limited to print, handwriting, computer media, video or audio tape, film, microfilm, and microfiche, but is not within the exceptions set out in the Family Educational Rights and Privacy Act (FERPA). The documents in the education record used to determine current eligibility and monitor current progress are considered part of the education record and are maintained. Items in the educational record that are no longer used, or have been summarized, may be removed from the educational record after written parental notification.

**Educational services agency, other public institution or agencies.** (1) An educational service agency, as defined in 34 CFR §300.12; and (2) Any other public institution or agency having administrative control and direction of a public elementary school or secondary school, including a public nonprofit charter school that is established as an LEA under State law.

**Elementary school.** The term ‘elementary school’ means a nonprofit institutional day or residential school, including a public elementary charter school, that provides elementary education, as determined under State law, 34 CFR §300.13. An elementary school includes a grade configuration of grades one (1) through eight (8) inclusive, or any combination thereof, Idaho Code 33-119.

**Evaluation Eligibility/evaluation team.** A group of people, including the ~~parent and or adult student~~ parent/adult student, charged with the responsibility to make decisions regarding evaluation, assessments, and eligibility. This team includes the same membership as the IEP team (although not necessarily the same individuals) and other qualified professionals as appropriate. ~~The evaluation team may conduct its business with or without a meeting. However, if requested by the parent and or adult student, a team meeting will be held~~

**Emotional disturbance.** An IDEA 2004 disability category in which a student has a condition exhibiting one or more of five behavioral or emotional characteristics over a long period of time, and to a marked degree, that adversely affects educational performance. The term *does not* include students who are socially maladjusted unless it is determined they have an emotional disturbance. The term emotional disturbance *does* include students who are diagnosed with schizophrenia.

**Essential Components of Reading Instruction.** The term means explicit and systematic instruction in (a) phonemic awareness, (b) phonics, (c) vocabulary development, (d) reading fluency, including oral reading skills, and (e) reading comprehension strategies.

**Evaluation.** A term that means using all required procedures to determine whether a child has a disability and the nature and extent of the special education and related services that the child needs.

**Expedited due process hearing.** An administrative hearing conducted by an SDE-appointed hearing officer to resolve disputes concerning discipline for which shortened timelines are in effect in accordance with the IDEA 2004.

**Expulsion.** Removal of a student from school for an extended period of time. For general education students, services usually cease during an expulsion.

**Extended school year (ESY).** A program to provide special education and related services to an eligible student with a disability beyond the conventional number of instructional days in a school year and at no cost to the parents. An ESY program must be based on an IEP team decision and meet Idaho standards.

**Extracurricular activities.** Programs sponsored by a district that are not part of the required curriculum but are offered to further the interests and abilities of students.

**FAPE** (~~see~~ See “Free appropriate public education”)

**FERPA** (~~see~~ See “Family Educational Rights and Privacy Act”)

**Facilitation.** A voluntary process during which a neutral and impartial individual, contracted by the SDE, is appointed to conduct an IEP Team or other special education related meeting.

**Family Educational Rights and Privacy Act (FERPA).** A federal law protecting the privacy of students and parents by mandating that personally identifiable information about a student contained in education records must be kept confidential unless otherwise provided by law. FERPA also contains provisions for access to records by parents, students, staff, and others.

**Fluency disorder.** Stoppages in the flow of speech that are abnormally frequent and/or abnormally long. These interludes take the form of repetitions of sounds, syllables, or single syllable words; prolongations of sounds; or blockages of airflow and/or voicing in speech.

**Free Appropriate Public Education (FAPE).** A basic IDEA 2004 requirement which states that special education and related services are provided at public expense (free); in conformity with an appropriately developed IEP (appropriate); under public supervision and direction (public); and include preschool, elementary, and secondary education that meets the education standards, regulations, and administrative policies and procedures issued by the State Department of Education (education).

**Functional achievement and performance.** Gains made by a student which include programming in community living, reading, communication, self-care, social skills, domestic maintenance, recreation, employment or vocational skills. Also called independent living skills.

**Functional behavioral assessment (FBA).** A systematic process for defining problem behavior and gathering medical, environmental, social, and instructional information that can be used to hypothesize about the function of student behavior.

**General education curriculum.** The curriculum that is designed for all students, usually consisting of a common core of subjects and curriculum areas adopted by a district that are aligned to the Idaho Achievement Standards or district standards. The general education curriculum is defined by either the Idaho Achievement Standards or the district content standards if they are as rigorous.

**General education interventions.** Educational interventions designed to address 95% of the students using the core and supplemental ~~curriculum~~ interventions. Such interventions ~~use~~ may include whole-school approaches, scientifically based programs, and positive behavior supports, including accommodations and instructional interventions conducted in the general education environment. These interventions may also include professional development for teachers and other staff to enable such personnel to deliver scientifically based literacy instruction and/or instruction on the use of adaptive and instructional software.

**Goal.** A measurable statement ~~of desired progress, that includes behavior, evaluation procedures and performance criteria and describes what the student is reasonably expected to accomplish from the specialized education program within the time covered by the IEP (generally one year).~~ In an IEP, annual goals must include academic and functional goals designed to meet a child's needs that result from his or her disability, enable the child to be involved in and make progress in the general curriculum, and meet the child's other educational needs that result from the child's disability.

**Graduation.** The point in time when a student meets the district requirements for receipt of a regular high school diploma.

**Guardianship.** A judicial determination under which a competent adult has the legal right and duty to deal with problems, make decisions, and give consent for an adult with a disability (at least eighteen (18) years of age) who cannot act on his or her own behalf. The court will specify the nature and scope of the guardian's authority.

~~**Gun-Free Schools Act.** Federal legislation enacted in 1994 requiring school districts and similar public agencies to adopt a policy generally requiring the expulsion from school for a period of not less than one year of any student determined to have brought a weapon to school, although permitting exceptions to be made on a case-by-case basis for students, including students with disabilities whose behavior is determined to be a manifestation of their disability.~~

~~**Health impairment.** An IDEA 2004 disability category in which a student exhibits limited strength, vitality or alertness, including heightened alertness to environmental stimuli that is due to chronic or acute health problems (such as asthma, ADD or ADHD, cancer, diabetes, epilepsy, Fetal Alcohol Syndrome, a heart condition, hemophilia, lead~~

~~poisoning, leukemia, nephritis, rheumatic fever, sickle cell anemia, Tourette syndrome and stroke) to such a degree that it adversely affects the student's educational performance.~~

**Health services.** See "School health services".

**Hearing impairment.** An IDEA 2004 disability category in which a student has a permanent or fluctuating hearing loss that adversely affects the student's educational performance but is not included under the category of deafness. Also referred to as hard of hearing.

**Highly objective uniform state standard of evaluation (HOUSSE).** A rubric developed by the State Department of Education that can be used by a district as one way to determine if a teacher meets the federal definition of being "highly qualified" to teach in a given core academic subject and grade level designation.

**Highly qualified.** The standard which personnel (who teach core academic subjects) must possess with the appropriate certification, endorsement, licensure, coursework, training, skills and qualifications to provide educational services to students.

**High school.** ~~A high school is any school that contains grade twelve (12). IDAPA 08.02.03 c.iii.~~ Idaho Statute 33-119 defines secondary school as grades seven (7) through twelve (12) inclusive of any combination thereof. See secondary school.

**Homebound student.** A student whose IEP team determines the child's home is the least restrictive environment.

**Homeless children and youth.** Children and youth who lack a fixed, regular, and adequate nighttime residence as defined in the McKinney-Vento Homeless Assistance Act.

**Homeschool.** An education program delivered by parents who have decided to provide instruction in the home and not in a public or private school. A homeschool is a nonpublic school, but is not considered a private school. A virtual public school is not a homeschool.

**Homeschooled students.** A homeschooled student is one whose parents have decided to provide an educational program in the home with instruction provided by the parents. A homeschool student is considered a nonpublic school student, but is not considered a private school student. A student who is enrolled in a virtual public school is not considered a homeschooled student for the duration that they attend that virtual public school.

**Honig Injunction.** A court order to remove a special education student from school or current educational placement due to factors of dangerousness. Districts are required to continue with the provision of FAPE.

**Idaho core standards.** Educational standards in math and English language arts detailing what K-12 students should know at the end of each grade and establishing consistent standards across the states, as well as ensuring that students graduating from high school are prepared to enter credit-bearing courses at two- or four-year college programs or enter the workforce.

**Illegal use of drugs.** The unlawful use, possession or distribution of substances identified under the Controlled Substances Act, but does not include the use of a drug taken under supervision by a licensed health care professional.

**Independent educational evaluation (IEE).** One or more assessment(s) conducted by a qualified examiner(s) who is not employed by or contracted by the public agency or district responsible for the education of the student in question.

**Individualized education program (IEP).** A written document (developed collaboratively by an IEP team made up of parents and school personnel) which outlines the special education program for a student with a disability. This document is developed, reviewed and revised at an IEP meeting at least annually.

**Individualized education program (IEP) team.** A team established by the IDEA 2004 and comprised but not limited to of the student's general education teacher, a special education teacher, a district representative, parents, the student when appropriate, and other knowledgeable persons. The team is responsible for developing an IEP, determining placement, and reviewing and revising the student's IEP and placement at least annually.

**Individualized family service plan (IFSP).** A written individualized plan for an infant or toddler (birth to three (3) years of age) with a disability that is developed by a multidisciplinary team, including the parents, under Part C of the IDEA ~~reference Public Law 108-446, Section 636(C).~~

**Individuals with Disabilities Education Act (IDEA).** A federal law ensuring services to children with disabilities. The IDEA governs how states and public agencies provide early intervention, special education and related services to individuals with disabilities. Infants and toddlers with disabilities (birth to two) and their families receive services under IDEA Part C. Children and youth (ages three (3) to twenty-one (21) receive special education and related services under IDEA Part B.

**Initial provision of service.** The first time that a child with a disability is provided special education and related services. This is also referred to as the "initial placement" and means the first time a parent is offered special education and related services for their child after an initial evaluation and eligibility determination.

**In-lieu of transportation.** Alternate method of transporting students to and from school.

~~**In-school suspension.** A disciplinary technique, considered a less restrictive alternative to sending a student home, that involves excluding the student from the regular classroom and assigning him or her to a temporary location where students work and receive a minimum amount of privileges.~~

**Instructional intervention.** An action or strategy based on an individual student's problem that is designed to remedy, improve, or eliminate the identified problem.

**Intellectual disability. ~~Cognitive impairment~~** An IDEA 2004 disability category in which significant sub-average general intellectual functioning exists concurrently with deficits in adaptive behavior. These deficits are manifested during the student's developmental period and adversely affect the student's educational performance. The terms "mental retardation" and "cognitive impairment" were previously used to refer to this condition.

~~**Intensive Behavioral Intervention (IBI).** Individualized, comprehensive, proven interventions used on a short-term, one-to-one basis that produce measurable outcomes which diminish behaviors that interfere with the development and use of language and appropriate social interaction skills or broaden an otherwise severely restricted range of interest. Students who may be eligible for IBI display self-injurious, aggressive or severely maladaptive behavior and severe deficits in the areas of verbal and nonverbal communication, social interaction or leisure and play skills.~~

**Interagency agreement.** A written document that defines the coordination between the state and/or public/private agencies and/or districts with respect to the responsibilities of each party for providing and funding special education programs and special education and related services.

**Interim alternative educational setting (IAES).** The educational setting in which a district may place a student with a disability, for not more than forty-five (45) school days, if the student while at school, on school premises or at a school function carries a weapon or possesses a weapon; knowingly possesses, uses, sells or solicits the sale of illegal drugs or controlled substances; or has inflicted serious bodily injury upon another person. An IAES may also be ordered by a due process hearing officer based upon evidence that maintaining the current placement is substantially likely to result in injury to the student or others.

**Interim IEP.** A short-term IEP with all the components of a standard IEP developed by the IEP team. It may be used for students transferring from other districts pending the development of the standard IEP or other purposes as needed.

**Interpreting services.** The process of providing accessible communication between and among persons who are deaf, hard of hearing, or deaf-blind, and those who are hearing. The process includes, but is not limited to, communication between American sign language or other form of Manual communication and English. The process may also involve various other modalities that involve visual, gestural and tactile methods including Oral



oral transliteration services, cued language transliteration services, sign language transliteration and interpreting services, and transcription services, such as communication access real-time translation (CART), C-Print, and TypeWell. ~~and special interpreting services for children who are deaf-blind (34 CFR §34.4.i)~~

**Intervention plan (I-Plan).** An individual intervention plan designed by a general education team to improve a student's academic performance or behavior through general education interventions. This plan must be documented, and include the development, implementation and monitoring of the plan.

**Itinerant specialist.** A teacher who normally travels and provides services to students in different schools or in the home or consults with teachers and administrators.

**Joint custody.** A court order awarding custody of a minor child to both parents and providing that physical and/or legal custody shall be shared by the parents.

**Joint legal custody.** A court order providing that the parents of a child are required to share the decision-making rights, responsibilities, and authority relating to the health, education, and general welfare of the child.

**Joint physical custody.** A court order awarding each of the parents significant periods of time in which a child resides with or is under the care and supervision of each of the parents. The actual amount of time is determined by the court.

**Language impairment.** An IDEA 2004 disability category in which a delay or disorder exists in the development of comprehension and/or the uses of spoken or written language and/or other symbol systems and which adversely affects the student's educational performance. A language impairment may involve any one or a combination of the following: the form of language (morphological and syntactic systems); the content of language (semantic systems); and/or the function of language in communication (pragmatic systems).

**Learning disability.** ~~See "specific learning disability" An IDEA 2004 disability category in which a specific disorder of one or more of the basic psychological processes involved in understanding or in using spoken or written language may manifest itself in an imperfect ability to listen, think, speak, read, write, spell or do mathematical calculations, adversely affecting the student's educational performance. The term includes such conditions as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia and developmental aphasia. The term does not include a student who has needs that are primarily the result of visual, hearing, or motor disabilities; cognitive impairment; emotional disturbance; or environmental, cultural, or economic disadvantage.~~

**Least restrictive environment (LRE).** The IDEA 2004 requirement that students with disabilities, including those in public or private institutions or other care facilities, be educated with students who are nondisabled to the maximum extent appropriate.

**Limited English proficient (LEP). Students** An individual aged three (3) to twenty-one (21), who is enrolled or preparing to enroll in elementary or secondary school, and from language backgrounds other than English who need language assistance services in their own language or in English in the schools and who meets one or more of the following conditions: (1) the student was born outside of the United States or his or her native language is not English; (2) the student comes from an environment where a language other than English is dominant; or (3) the student is American Indian or Alaskan Native and comes from an environment where a language other than English has had a significant impact on his or her level of English language proficiency. The student also has sufficient difficulty speaking, reading, writing, or understanding the English language to deny him or her the opportunity to learn successfully in English-only classrooms. he or she was not born in the United States or his or her native language is a language other than English; he or she is a Native American or Alaska Native, or a native resident of the outlying areas; he or she comes from an environment where a language other than English has had a significant impact on the individuals level of English language proficiency; or the individual is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. The LEP individual's difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the him or her the ability to meet the State's proficient level of achievement on State assessments; the ability to successfully achieve in classrooms where the language of instruction is English; or the opportunity to participate fully in society.

**Listening comprehension.** For the purpose of specific learning disability eligibility, refers to the understanding of the implications and explicit meanings of words and sentences of spoken language. This includes following directions, comprehending questions, and listening and comprehending in order to learn (e.g., auditory attention, auditory memory, and auditory perception). Listening comprehension also includes the ability to make connections to previous learning.

**Local district.** See "district" and "local educational agency (LEA)"

**Local educational agency (LEA).** A public board of education or other public authority legally constituted within a State for either administrative control or direction of, or to perform a service function for, public elementary or secondary schools in a city, county, township, school district, or other political subdivision of a State, or for a combination of school districts or counties as are recognized in a State as an administrative agency for its public elementary schools or secondary schools. See "district"

**Manifestation determination.** A determination by the parent and relevant members of the IEP team of whether the conduct in question was caused by or had a direct and substantial relationship to the student's disability or if the conduct in question was the direct result of the LEA's failure to implement the IEP. ~~or not the misconduct of a student with a disability was (1) a demonstration of the disability, that is, an inability to understand~~

~~impact and consequences or an inability to control behavior; (2) the result of an inappropriate placement; and/or (3) the lack of provision of services consistent with the IEP and placement.~~

**Mathematics calculation.** For the purpose of specific learning disability eligibility, this refers to the knowledge and retrieval of mathematical facts and the application of procedural knowledge in computation.

**Mathematics problem solving.** For the purpose of specific learning disability eligibility, refers to the ability to apply mathematical concepts and understandings to real-world situations, often through word problems. It is the functional combination of computation knowledge and application knowledge, and involves the use of mathematical computation skills and fluency, language, reasoning, reading, and visual-spatial skills in solving problems. Essentially, it is applying mathematical knowledge at the conceptual level.

**McKinney-Vento Homeless Assistance Act.** This law is designed to address the problems that homeless children and youth have faced in enrolling, attending, and succeeding in school. Under this ~~law program~~, state educational agencies (SEAs) must ensure that each homeless child and youth has equal access to the same free, appropriate public education, including a public preschool education, as other children and youth.

**Mediation.** A voluntary, ~~informal confidential, and structured~~ process ~~during which in which an SDE-contracted individual is appointed to serve as an impartial and neutral third party mediator to~~ helps parents and district or agency personnel resolve an IDEA-related conflict. Mediation usually results in a written, legally-binding agreement that is mutually acceptable to both parties and enforceable in court.

**Medicaid services (school-based).** Those ~~related~~ services, assessment and plan development for students receiving Medicaid which school districts may bill for reimbursement with the consent of the parent.

**Medical services.** Medical services means services provided by a licensed physician to determine a child's medically related disability that results in the child's need for special education and related services, ~~as defined in 34 CFR §300.34(e)(5).~~

**Middle school.** A middle school is a school that does not meet the definition of an elementary school and contains grade eight (8) but does not contain grade twelve (12). ~~IDAPA 08.02.03 e.ii.~~

**Migrant student.** A student ~~of compulsory school attendance age~~ who has not graduated from high school or completed a high school equivalency certificate and resides within a family that is composed of migrant fisher or agricultural workers. The student has moved within the preceding thirty-six (36) months in order for the family to obtain or seek this type of temporary or seasonal employment that is a principal means of livelihood.

**Modification.** Changes in course content, teaching strategies, standards, test presentation, location, timing, scheduling, expectations, student responses, environmental structuring, and/or other attributes which provide access for a student with a disability to participate in a course/standard/test, which fundamentally alters or lowers the standard or expectations of the course/standard/test.

**Monitoring.** An activity conducted by the State Department of Education to review a school district's compliance with federal laws, regulations, and state rules.

**Multiple disabilities.** An IDEA 2004 disability category in which two or more impairments co-exist (excluding deaf-blindness), whose combination causes such severe educational needs ~~problems~~ that the student cannot be accommodated in special education services designed solely for one of the impairments. ~~Multiple disabilities are generally lifelong, significantly interfere with independent functioning, and may necessitate environmental accommodations and adaptations to enable the student to participate in school and society.~~

**Multi-tiered system of support (MTSS).** A systemic educational practice of matching educational instruction and interventions to the needs of students. MTSS is a data-driven model involving frequent monitoring of student progress to determining if interventions are needed to improve individual student outcomes using evidenced-based practices.

**Native language.** The language or mode of communication normally used by an individual or, in the case of a student, the language normally used by the student's parents. In all direct contact with a student, the native language would be the language or mode of communication normally used by the student in the home or learning environment and not the parents, if there is a difference between the two.

**New teacher.** A teacher who has less than one (1) year of teaching experience.

**Nonpublic school.** An educational institution or program providing instruction outside a public school, including but not limited to a private school or homeschool.

**Nonpublic school student.** Any student who receives educational instruction outside of a public school ~~classroom~~, including but not limited to a private school or homeschool student.

**Nonprofit.** The term 'nonprofit', as applied to a school, agency, organization, or institution, means a school, agency, organization, or institution owned and operated by one (1) or more nonprofit corporations or associations no part of the net earnings of which inures, or may lawfully inure, to the benefit of any private shareholder or individual; Public Law 108-446, Section 602 (21).

**Nursing services.** See "School health services"

**Objectives.** Measurable, intermediate steps that describe the progress the student is expected to make toward an annual goal in a specified amount of time; similar to a benchmark.

**Occupational therapist.** A professional licensed through the Bureau of Occupational Licenses who, in a school setting, is responsible for assessing fine motor skills, including student's use of hands and fingers and developing and implementing plans for improving related motor skills. The occupational therapist focuses on daily living skills such as eating, dressing, schoolwork, play, and leisure.

**Office of special education programs (OSEP).** The branch of the Office of Special Education and Rehabilitative Services (OSERS) within the U.S. Department of Education which is responsible for administering programs relating to the free appropriate public education to all eligible beneficiaries under the IDEA.

**Oral expression.** For the purpose of specific learning disability eligibility, the ability to convey wants, needs, thoughts, and ideas in a meaningful way using appropriate syntactic, pragmatic, semantic, and phonological language structures. It relates to a student's ability to express ideas, explain thinking, retell stories, categorize, and compare and contrast concepts or ideas, make references, and problem solve verbally.

**Orientation and mobility (O&M) services.** Services provided by qualified personnel to blind and visually impaired students by qualified personnel to enable these students to attain systematic orientation to and safe movement within the home, school, and community, including teaching (1) spatial and environmental concepts and use of information received by the senses to establish, maintain, or regain orientation and line of travel; (2) use of the long white cane, or a service animal, as appropriate to supplement visual travel skills or as a tool for safely negotiating the environment for students with no available travel vision; (3) understanding and use of remaining vision and distance low vision aids; and (4) other concepts, techniques, and tools.

**Orthopedic impairment.** An IDEA 2004 disability category that includes severe orthopedic physical impairments that adversely affects a student's educational performance and are caused by congenital anomaly (e.g., clubfoot, absence of an appendage, etc.); disease (e.g., poliomyelitis, bone tuberculosis, etc.); or from other causes (e.g., cerebral palsy, amputations, and fractures or burns that cause contracture).

**Other health impairment (OHI).** An IDEA 2004 disability category in which a student exhibits limited strength, vitality or alertness, including heightened alertness to environmental stimuli that results in limited alertness with the respect to the educational environment that is due to chronic or acute health problems (such as asthma, ADD or ADHD, cancer, diabetes, epilepsy, Fetal Alcohol Syndrome, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever, sickle cell anemia, Tourette syndrome and stroke) to such a degree that it adversely affects the student's educational performance.

**Paraprofessional.** A noncertified, non-licensed individual who is employed by a district and who is appropriately qualified, trained, and supervised in accordance with state standards to assist in the provision of special education and related services.

~~**Parent.** A biological, adoptive or foster parent, a legal guardian, a person acting as a parent, or a surrogate parent who has been appointed by the district. The term “acting as a parent” includes persons such as a grandparent or stepparent with whom the student lives as well as persons who are legally responsible for a student’s welfare. The term does not include state agency personnel if the student is a ward of the state. A foster parent may act as a parent if the biological parent’s authority to make education decisions on behalf of his or her child has been terminated by legal action and the foster parent meets the criteria outlined in Chapter 11.~~

~~**Parent and/or Adult student.**~~

- 1) A biological or adoptive parent of a child;
- 2) A foster parent who has lived with the child for six (6) or more months;
- 3) A guardian generally authorized to act as the child’s parent, or authorized to make educational decisions for the child (but not the State if the child is a ward of the State);
- 4) An individual acting in the place of a biological or adoptive parent (including a grandparent, stepparent, or other relative) with whom the child lives, or an individual who is legally responsible for the child’s welfare; or
- 5) A surrogate parent who has been appointed by the school district. If the child is a ward of the state, the judge overseeing the child’s case may appoint the surrogate. The surrogate may not be an employee of the state or local education agency or any other agency that is involved in the education or care of the child, has no personal or professional interest which conflicts with the interest of the child, has knowledge and skills that ensure adequate representation of the child.

~~**Part B.** Part of the IDEA 2004 that relates to the assistance to states for the education of students with disabilities who are ages three (3) through the semester in which a student turns twenty-one (21). Part B is administered by the State Department of Education and carried out by school districts and other public agencies.~~

~~**Part C.** Part of the IDEA 2004 that relates to the assistance to states for the education of children with disabilities and the early intervention programs for infants and toddlers, ages birth through two (2), with disabilities. In Idaho, Part C is administered by the Department of Health and Welfare.~~

**Peer-reviewed research.** A higher level of non-biased research, which has been accepted by a peer-reviewed journal or approved by a panel of independent experts through a comparably rigorous, objective and scientific review.

**Personally identifiable information.** Includes but not limited to, student's name, name of parent or other family member, address of student or family, social security number, student number, list of personal characteristics ~~that would make the student's identity~~, or other information that would make it possible to identify the student with reasonable certainty.

**Phonology.** The process used in our language that has common elements (sound patterns) which affect different sounds.

**Phonology disorders.** Phonology disorders are errors involving phonemes, sound patterns and the rules governing their combinations.

**Physical therapist.** A professional licensed through the Bureau of Occupational Licenses who, in the school setting, assesses students' needs and provides interventions related to gross motor skills. In working with students with disabilities, the physical therapist provides treatment to increase muscle strength, mobility, endurance, physical movement and range of motion; improve posture, gait and body awareness; and monitor function, fit and proper use of mobility aids and devices.

**Plan for improving results (PIR).** A plan developed collaboratively between the SDE and a district to address needs identified as a result of the district's self-evaluation and/or an SDE monitoring visit.

**Positive behavioral intervention and supports (PBIS).** Positive reinforcers, rewards or consequences provided to a child for specific instances of behavior that impedes learning or the learning of others (or refraining from behavior) as appropriate for the purpose of allowing the student to meet his or her behavioral goals/benchmarks.

**Power of attorney.** The designation, in writing, by a competent person of another to act in place of or on behalf of another person.

**Present level of performance (PLOP) or Present levels of academic achievement and functional performance (PLAAFP).** Used interchangeably, this is a statement of the student's current level of achievement or development in an area of need and how the student's disability affects his or her involvement and progress in the general education curriculum offered to students without disabilities. For preschool students, as appropriate, how the disability affects the child's participation in appropriate activities.

**Private school.** A nonpublic school that is not funded by or under federal or state control or supervision. A homeschool is not a private school.

**Private school student.** Any student who receives educational instruction in a school not funded by or under federal or state control or supervision is considered a nonpublic private school student. A homeschool student is not a private school student.

**Problem-solving team.** A general education team established at the local level, whose name may vary, with the purpose to problem solve regarding the educational needs of any

student. Procedures, meeting schedules, and team membership are established locally. The team is likely to include general educators and administrators and could include counselors, specialists, and special education personnel. Parent participation is valuable, but not required.

**Procedural safeguards.** The ~~formal~~ requirements of Part B of the IDEA 2004 that are designed to allow a parent/adult student to participate meaningfully in decisions concerning an appropriate educational program for a student with a disability and, if necessary, dispute such decisions. Also referred to as special education rights.

**Professional development.** High-quality comprehensive programs that are essential to ensure that persons responsible for the education or transition of students with disabilities possess the skills necessary to address the educational and related needs of these students. These should be scientifically-based and reflect successful practices including strategies for recruiting, hiring, preparing and retaining personnel.

**Psychosocial rehabilitation (PSR).** These services assist the student in gaining and utilizing skills necessary to participate in school, such as training in behavior control, social skills, communication skills, appropriate interpersonal behavior, symptom management, activities of daily living, study skills, and coping skills. This service is to prevent placement of the student into a more restrictive educational situation.

**Public expense.** When a district or public agency either pays for the full cost of an evaluation or special education services or ensures that it is otherwise provided at no cost to the parent; for example, through joint agreements with other state agencies.

**Reading components.** The term “reading” means a complex system of deriving meaning from print that requires all of the following skills, which are the essential components of reading instruction:

- 1) Phonemic awareness: The skills and knowledge to understand how phonemes, or speech sounds, are connected to print;
- 2) Phonics: The ability to decode unfamiliar words;
- 3) Reading fluency: The ability to read fluently;
- 4) Vocabulary development: Sufficient background information and vocabulary to foster reading comprehension; and
- 5) Reading comprehension: The development of appropriate active strategies to construct meaning from print.

**Reading comprehension.** For the purpose of specific learning disability eligibility, refers to the ability to understand and make meaning of written text and includes a multifaceted set of skills. Reading comprehension is influenced by oral language development including new vocabulary acquisition, listening comprehension, working memory, application of comprehension-monitoring strategies, and understanding of text structure including titles,



paragraphing, illustrations, and other details. Reading comprehension is significantly affected by basic reading skills.

**Reading fluency.** For the purpose of specific learning disability eligibility, refer to the ability to read words and text accurately, using age-appropriate chunking strategies and a repertoire of sight words, and with appropriate rate, phrasing, and expression (prosody). Reading fluency facilitates reading comprehension.

**Reasonable measures.** A combination of recorded written and/or oral documentation to meet notification requirements of the district to parents/adult students.

**Reasonable time.** A period of approximately ten (10) calendar days unless there are exceptional circumstances that warrant a shortened period of time such as an emergency or disciplinary meeting.

**Reevaluation.** A periodic evaluation conducted at least every three years, or more frequently if conditions warrant, or if the student's parent or teacher requests an evaluation of a student already identified as eligible for services under the IDEA 2004. Reevaluations may occur not more than once a year, unless the parent and the district agree otherwise- or may be waived by the parent and LEA.

**Related services.** Refers to transportation and such developmental, corrective, and other supportive services required to assist a student with a disability to benefit from special education and includes the following: speech therapy, language therapy, audiology services, psychological services, physical therapy, occupational therapy, recreation, therapeutic recreation, early identification and assessment of disabilities in children, counseling services, rehabilitation counseling, orientation and mobility services, interpreting services, medical services for diagnostic or evaluation purposes, school health/nursing services (excluding surgically implanted medical devices), social work services in schools, and parent counseling and training.

**Response to intervention (RTI).** A formal process for evaluating student response to scientifically research-based interventions, consisting of the core components of: (1) problem identification, (2) problem analysis, (3) applying research-based interventions, and (4) progress monitoring/decisions rules. As used in the IDEA, RTI is only mentioned as an alternative to the severe discrepancy criteria in determining whether a student has a SLD.

**Resolution session.** A ~~preliminary~~ meeting involving the parents, relevant members of the IEP team, and a representative of the district who has decision-making authority, required prior to a due process hearing if the parent has requested the due process hearing.

**School-age.** Includes all persons between the ages of five (5) (i.e., turns five (5) on or before September 1) and through twenty-one (21) years who reside in Idaho. For students with

disabilities who qualify for special education and related services under the IDEA 2004, school-age begins at age three (3) and continues through the semester of school in which the student attains the age of twenty-one (21).

**School day.** Any day, including a partial day, ~~that~~ when students are in attendance at school for instructional purposes.

**School health services.** School health services and school nurse services means health services that are designed to enable a child with a disability to receive FAPE as described in the child's IEP. School nurse services are services provided by a qualified school nurse. School health services are services that may be provided by either a qualified school nurse or other qualified person.

**School psychologist.** A professional who holds an Idaho Pupil Personnel Services Certificate with an endorsement in Psychology and is charged with the responsibility to conduct assessments and determine a student's cognitive, academic, social, emotional, and/or behavioral functioning. This professional also provides direct services to students, consults with district staff, and may be a member of the evaluation and/or IEP team.

**Scientifically-based research (SBR).** ~~The term scientifically based research means research that applies rigorous, systematic, and objective procedures to obtain valid knowledge relevant to core academic development, instruction, and difficulties; and includes research that: (a) employs systematic, empirical methods that draw on observation or experiment; (b) involves rigorous data analyses that are adequate to test the stated hypotheses and justify the general conclusions drawn; (c) relies on measurements or observational methods that provide valid data across evaluators and observers and across multiple measurements and observations; and (d) has been accepted by a peer-reviewed journal or approved by a panel of independent experts through a comparably rigorous, objective, and scientific review.~~ Scientifically based research (as defined in the ESEA) means research that involves the application of rigorous, systematic, and objective procedures to obtain reliable and valid knowledge relevant to education activities and programs; and includes research that (a) employs systematic, empirical methods that draw on observation or experiment; (b) involves rigorous data analyses that are adequate to test the stated hypotheses and justify the general conclusions drawn; (c) relies on measurements or observational methods that provide reliable and valid data across evaluators and observers, across multiple measurements and observations, and across studies by the same or different investigators; (d) is evaluated using experimental or quasi-experimental designs in which individuals, entities, programs, or activities are assigned to different conditions and with appropriate controls to evaluate the effects of the condition of interest, with a preference for random-assignment experiments, or other designs to the extent that those designs contain within-condition or across-condition controls; (e) ensures that experimental studies are presented in sufficient detail and clarity to allow for replication or, at a minimum, offer the opportunity to build systematically on their findings; and (f) has been accepted by a peer-reviewed journal or approved by a panel of

independent experts through a comparably rigorous, objective, and scientific review.

**Screening.** An informal, although organized process, of identifying students who are not meeting or who may not be meeting Idaho Content Standards or Idaho Core Standards.

**Secondary school.** The term ‘secondary school’ means a nonprofit institutional day or residential school, including a public secondary charter school, that provides secondary education, as determined under State law, except that it does not include any education beyond grade 12, ~~34 CFR §300.36~~. The term ‘secondary school’ is not defined in Idaho Code. See ‘“high school”’

**Section 504 of the Rehabilitation Act of 1973.** A federal law designed to protect the rights of individuals with disabilities in programs and activities that receive Federal financial assistance from the U.S. Department of Education (ED). Section 504 provides: "No otherwise qualified individual with a disability in the United States . . . shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance . . . ."

**Secular.** An adjective used to describe a private, non-religious educational entity.

**Serious bodily injury (SBI).** Bodily injury which involves (a) a substantial risk of death; (b) extreme physical pain; (c) protracted and obvious disfigurement; or (d) protracted loss or impairment of the function of bodily member, organ, or mental faculty.

**Services plan (SP).** Services plan means a written statement that describes the special education and related services the LEA will provide to a parentally-placed child with a disability enrolled in a private school who has been designated to receive services, including the location of the services and any transportation necessary, ~~consistent with Section 34 CFR §300.132, and is developed and implemented in accordance with Sections 34 CFR §300.137 through 34 CFR §300.139, 34 CFR §300.37.~~

**Setting.** The location where special education services occur.

**Social worker.** A professional who holds an Idaho Pupil Personnel Services Certificate with an endorsement in Social Work and helps students and teachers address social and emotional issues. This professional may be a member of the evaluation and/or IEP team.

**Socially maladjusted.** A child who has a persistent pattern of violating societal norms with truancy, substance abuse, a perpetual struggle with authority, is easily frustrated, impulsive, and manipulative, Doe v. Board of Education of the State of Connecticut, (D. Conn. Oct. 24, 1990).

**Special education.** Specially designed instruction or speech/language therapy at no cost to the parent to meet the unique needs of a student with a disability including instruction in the classroom, the home, hospitals, institutions, and other settings; instruction in physical

education; speech therapy and language therapy; transition services; travel training; assistive technology services; and vocational education.

**Special educational placement.** Refers to the provision of special education services along the continuum of placements under the least restrictive environment requirements, rather than a specific place or location, such as a specific classroom or school. The balance of setting and services to meet an individual student's needs.

**Specially designed instruction.** Adapting the content, methodology, or delivery of instruction to address the unique needs of an eligible student that result from the student's disability and to ensure access to the general education curriculum so that the student can meet the education standards of that district that apply to all students.

**Specific learning disability (SLD).** A disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken or written, that may manifest itself in the imperfect ability to listen, think, speak, read, write, spell, or to do mathematical calculations, including conditions such as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia. Specific Learning Disability does not include learning problems that are primarily the result of visual, hearing, or motor disabilities, of intellectual disability, of emotional disturbance, or of environmental, cultural, or economic disadvantage.

**Speech impairment.** An IDEA 2004 disability category that includes articulation/phonology, voice, and fluency disorders. A speech-language disorder, such as speech fluency, impaired articulation/phonology, a language impairment, or a voice impairment that adversely affects a student's educational performance.

**Speech-language pathologist.** A professional holding an Idaho Pupil Personnel Services Certificate who can assess and treat persons with speech, language, voice, and fluency disorders. This professional coordinates with and may be a member of the evaluation and IEP teams.

**Student (school-age).** For resident children with disabilities who qualify for special education and related services under the IDEA federal individuals with disabilities education act (IDEA) and subsequent amendments thereto, and applicable state and federal regulations, "school-age" shall begin at the attainment of age three (3) and shall continue through the semester of school in which the student attains the age of twenty-one (21) years.

**Stay put.** A requirement that a district or agency maintain a student with a disability in his or her present educational placement while a due process hearing or subsequent judicial proceeding is pending unless the parties agree otherwise.

**Substantial evidence.** A legal term that means "beyond a preponderance of the evidence" or "beyond more likely than not".

**Summary of performance (SOP).** A document given to secondary students when a student exits special education as a result of earning a diploma or aging out. This document describes the academic achievement and functional performance along with recommendations to assist the student in meeting post-secondary goals.

**Supplementary aids and services.** ~~Accommodations and adaptations that must be made to the general education classroom and/or curriculum to ensure the satisfactory participation of a student with a disability, including supports to the general education teacher.~~ Supplementary aids and services means aids, services, and other supports that are provided in regular education classes, other education-related settings, and in extracurricular and nonacademic settings, to enable children with disabilities to be educated with nondisabled children to the maximum extent appropriate.

**Surrogate parent.** An individual assigned and trained by a district or an agency to assume the rights and responsibilities of a parent under the IDEA 2004 when no parent can be identified or located for a particular student or when the child is a ward of the state.

**Suspension.** A temporary stop, delay, interruption, or cessation of educational services due to a violation of the student conduct code. This may include in-school suspension.

**Traditional public school.** "Traditional public school" means any school existing or to be built that is operated and controlled by a school district in this state, Idaho Statute, Chapter 33-5202A(7).

**Transition age student.** A student whose upcoming IEP will be in effect when the student is sixteen (16) to twenty-one (21) years of age.

**Transition services.** A coordinated set of activities for a student with a disability designed within a ~~results outcome-oriented process~~ focused on improving the academic and functional achievement of the student to facilitate the student's movement from school to post-school activities. Services are based on individual student needs addressing instruction, related services, community experiences, employment, post-school adult living objectives, and, when appropriate, acquisition of daily living skills and functional vocational evaluation.

**Traumatic brain injury (TBI).** An IDEA 2004 disability category that refers to an injury to the brain caused by an external physical force and resulting in a total or partial functional disability or psychosocial impairment, or both, that adversely affects educational performance. The term applies to open or closed head injuries resulting in impairments in one or more areas such as cognition, language, memory, attention, reasoning, abstract thinking, judgment, problem solving, sensory perception and motor abilities, psychosocial behavior, physical functions, information processing, and speech. The term does not apply to congenital or degenerative brain injuries or to brain injuries induced by birth trauma.

**Travel training.** Instruction to students with significant cognitive disabilities and any other students with disabilities who require instruction to enable them to develop an awareness of the environment in which they live and to learn the skills necessary to move effectively and safely from place to place within the home, school, and community.

**Twice exceptional.** Twice exceptional students are identified as gifted and talented in one or more areas of exceptionality (specific academics, general intellectual ability, creativity, leadership, visual or performing arts) and also identified with a disability defined by State eligibility criteria (LD, ED, Autism, Orthopedic Impairments, or ADHD) that qualifies the student for an IEP or a 504 plan.

**Unilateral placement.** A decision by a parent, at his or her own discretion, to remove his or her child with a disability from a public school and enroll the student in a private facility because the parent believes that the district did not provide FAPE in a timely manner.

**Universal design.** A concept or philosophy for designing and delivering products and services that are usable by people with the widest possible range of functional capabilities, which include products and services that are directly usable (without requiring assistive technologies) and products and service that are made usable with assistive technologies.

**Visual impairment including blindness.** An IDEA 2004 disability category characterized by an impairment in vision that, even with correction, adversely affects a student's educational performance. The term includes partial sight, ~~which refers to the ability to use vision as one channel of learning if educational materials are adapted,~~ and blindness, ~~which refers to the prohibition of vision as a channel of learning, regardless of the adaptation of materials.~~

**Voice disorder.** ~~(See "speech impairment") An IDEA 2004 disability category that refers~~ Refers to the absence or abnormal production of voice quality, pitch, intensity, or resonance. Voice disorders may be the result of a functional or an organic condition.

**Voluntary enrollment in a private placement.** Enrollment by a parent of a student with a disability in a private facility or homeschool for religious, philosophical, curricular, or other personal reasons.

**Ward of the state.** A child who, as determined by the State where the child resides, is a foster child (unless the foster parent meets the definition of a parent in Section 34 CFR §300.30), a ward of the State, or in the custody of a public child welfare agency.

**Weapon.** ~~(See "Dangerous dangerous Weapons-weapon")~~

**Written expression.** For the purpose of specific learning disability eligibility, the processes related to the transcription of ideas and thoughts into a written product, such as handwriting and spelling. It also involves generative processes such as the communication of ideas, thoughts, and feelings. Required skills include using oral

language, thought, grammar, text fluency, sentence construction, and planning to produce a written product.

**Written notice.** A written statement provided by the district to a parent/adult student within a reasonable amount of time before proposing a change or refusing to initiate ~~or~~ a change to the identification, evaluation, educational placement, or the provision of FAPE.

**LEGAL CITATIONS**

INTRODUCTION

The legal citations and topical reference for this Manual follow the chapter outlines and present references to federal and state statutes, regulations and rules for the enforcement of IDEA. The citations below are the primary references for each chapter and section, not an all-inclusive reference list.

The entire IDEA and regulations are posted on the U.S. Department of Education website under the title of “Building the Legacy: IDEA 2004” at <http://idea.ed.gov/explore/home>. This site provides a topical search.

Idaho statutes and rules can be found at <http://legislature.idaho.gov/statutesrules.htm>.

Some of the policies/procedures stated in this Manual are based upon case law and letters of clarification from the U.S. Office of Special Education Programs (OSEP).



**CHAPTER 1 OVERVIEW  
LEGAL CITATIONS**

<b>Section</b>	<b>Topic</b>	<b>IDEA Regulations 34 CFR §</b>	<b>Idaho Code/ IDAPA/ Reference</b>
1.	Child Find	300.111	IDAPA 08.02.03.109.02.a IDAPA 08.02.03.109.02.d
2.	Procedural Safeguards	<del>300.121</del> 300.504	IDAPA 08.02.03.109.05
3.	Student Eligibility under the IDEA 2004	300.8 300.122	Idaho Code 33-2001(3) Idaho Code 33-2001(5) IDAPA 08.02.03.109.03 <del>IDAPA 08.02.03.109.01.g</del>
4.	Free Appropriate Public Education ( <u>FAPE</u> )	300.17 300.101-300.102 300.148 <del>300.304</del>	Idaho Code 33-201 Idaho Code 33-2002 <del>Idaho Code 33-2009</del> Idaho Code 33-2010 Idaho Code 20-504a(3) <del>IDAPA 08.02.03.109.02.e</del> <u>IDAPA 08.02.03.109.02.a</u>
5. 5A 5B 5C	District Programs and Services <del>Educational Programs &amp; Services</del> <del>Physical Education</del> <del>Nonacademic &amp; Extracurricular Services and Activities</del>	<del>300.107-300.110</del> <del>300.108</del> 300.107 300.117	Idaho Code 33-2002
6.	Individualized Education Program ( <u>IEP</u> )	300.22 300.320- <u>300.328</u>	IDAPA 08.02.03.109.04
7.	Least Restrictive Environment ( <u>LRE</u> )	300.114-300.120	IDAPA 08.02.03.109.04.c
8. 8A 8B 8C	Summary of Activities that May Lead to Special Education Services <del>General Education Interventions</del> <del>Referral to Consider a Special</del>	<u>300.102(a)</u> <u>300.112</u> <u>300.116</u> <del>300.300-300.307</del> <del>300.309-300.311</del> <del>300.320-300.324</del>	<del>IDAPA 08.02.03.109.02.i</del> <u>IDAPA 08.02.03.109.02.h</u> Idaho Code 33-2002 <u>IDAPA 08.02.03.109.03</u>

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8D	<del>Education Evaluation Written Notice and Consent</del>	<del>300.503-300.504 300.622</del>	<u>IDAPA 08.02.03.109.04</u>  IDAPA 08.02.03.109.04a IDAPA 08.02.03.109.07
	<del>Evaluation &amp; Eligibility Determination</del>	<del>300.302 300.301</del>	
8E		300.300	
8F	<del>IEP Development &amp; Implementation</del>	<del>300.503-300.504 300.622</del>	
8G		300.301	
8H	<del>Review &amp; Revision of IEP and Placement Decision</del>	<del>300.304-300.307 300.309-300.311</del>	
	<del>Reevaluation</del>	<del>300.112 300.320-300.324</del>	
	<del>Discontinuation of Services</del>	<del>300.112 300.324 300.116 300.303 300.305 300.102 (a) 300.305(e)(2)</del>	

**CHAPTER 2 FREE APPROPRIATE PUBLIC EDUCATION (FAPE)  
LEGAL CITATIONS**

Section	Topic	IDEA Regulations 34 CFR §	Idaho Code/IDAPA/ <u>Topical Reference</u>
1.	Definition of <u>Free Appropriate Public Education</u> (FAPE)	300.17	
2. <del>2A</del> <del>2B</del> <del>2C</del> <del>2F</del> <del>2G</del> <del>2H</del>	<u>Provision of FAPE</u> <del>FAPE Considerations</del> <del>District Obligation</del>  <del>Limit to District Obligation When District Obligation to Provide FAPE ends</del> <del>Applicability to Charter &amp; Alternative Schools</del> <del>Applicability to Detained Youth</del>  <del>Using Public &amp; Private Insurance Funds to Provide FAPE</del>	<del>300.101-300.111</del> <del>300.101</del> <del>300.226 (e)</del> 300.132 <del>300.102</del>  300.209  <del>300.149 (e-d)</del> <del>300.102</del> <del>300.154</del>	Idaho Code 33-201 Idaho Code 33-2002 Idaho Code 33-2009 Idaho Code 33-2010 Idaho Code 20-504a IDAPA 08.02.03.109.02.c
<u>3.</u>	FAPE Considerations	<u>300.101-300.111</u>	<u>IDAPA 08.02.03.109.02 a</u> <u>IDAPA 08.02.03.109.02 c</u>

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**CHAPTER 3 CHILD FIND  
LEGAL CITATIONS**

<b>Section</b>	<b>Topic</b>	<b>IDEA Regulations 34 CFR §</b>	<b>Idaho Code/IDAPA/<u>Topical Reference</u></b>
1.	District Responsibility	300.111 300.131	IDAPA 08.02.03.109.02.a IDAPA 08.02.03.109.02.c IDAPA 08.02.03.109.02.d <u>IDAPA 08.02.03.109.02.h</u>
2. 2A  2B	Locating Students <del>Coordination</del>  Public Awareness	<u>300.111</u> 300.124 300.154 <u>300.111</u>	<del>Idaho Code 16-103</del> <u>IDAPA 08.02.03.109.02.a</u> <u>IDAPA 08.02.03.109.02.c</u> <u>IDAPA 08.02.03.109.02.d</u> <u>IDAPA 08.02.03.109.02.h</u>
3. 3A 3B	Identification <del>Screening</del> <del>General Education Intervention</del>	300.302 300.226	<u>IDAPA 08.02.03.109.02.h</u> <del>IDAPA 08.02.03.109.02.i</del> <del>IDAPA 08.02.02.140</del>
4. 4A  4B	Referral to Consider a Special Education Evaluation <del>Evaluation Team</del>  Referral	<u>300.174</u> <u>300.301</u> <u>300.302</u> <u>300.305</u> <u>300.306</u> <u>300.308</u> <u>300.309</u> <u>300.504</u>  300.306 300.308 300.301 300.302 300.309 300.305 300.504 300.174	<u>IDAPA 08.02.03.109.02.a</u> <u>IDAPA 08.02.03.109.02.h</u>

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**CHAPTER 4 ELIGIBILITY  
LEGAL CITATIONS**

<b>Section</b>	<b>Topic</b>	<b>IDEA Regulations 34 CFR §</b>	<b>Idaho Code/IDAPA/<u>Topical Reference</u></b>
1.	Evaluation Team	<del>300.301</del> 300.15 300.8 <del>300.39</del> 300.304(b) <u>300.306(a)(1)</u> <u>300.304(c)(1)(iv)</u>	<u>IDAPA 08.02.03.109.03</u>
2.	Purpose of an Evaluation	<del>300.116</del> <u>300.15</u>	<u>IDAPA 08.02.03.109.03</u>
3.	Written Notice and Consent for Assessment	<del>300.503</del> 300.9 300.300 <u>300.503</u> <del>300.302</del>	<u>IDAPA 08.02.03.109.02.a</u>
4.	Information from Other Agencies or Districts	300.622 <del>99 FERPA</del>	<u>IDAPA 08.02.03.109.02.a</u>
5.	Evaluation and Eligibility Determination Procedures	300.8 300.39 <del>300.300-300.301</del> <del>300.304-300.311</del>	<del>IDAPA 08.02.03.109.04</del> <del>IDAPA 08.02.03.109.01.g</del> <u>IDAPA 08.02.03.109.02.a</u> <u>IDAPA 08.02.03.109.03</u>
6.	Reevaluation and Continuing Eligibility	300.300 300.303 <del>300.305-300.306</del> <u>300.308</u> <del>300.324</del>	<u>IDAPA 08.02.03.109.02.a</u>
7.	State Eligibility Criteria	300.8 <u>300.307</u>	<u>IDAPA 08.02.03.109.03</u>

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**CHAPTER 5 INDIVIDUALIZED EDUCATION PROGRAMS  
LEGAL CITATIONS**

Section	Topic	IDEA Regulations 34 CFR §	Idaho Code/IDAPA/ <u>Topical Reference</u>
1.	IEP Initiation — IEP Definition — Special Education Definition — IEPs — Meeting Definition — When IEP must be in effect — Determination of Eligibility — Development, review, revision — IEP Team — IEP Team Attendance — Private School Representative — General Education Teacher — Consolidation of Meetings — Invitation to IEP Meeting — Invitation to Student — Invitation Requirements at 16 — Alternative Participation — Language of Construction	<del>300.320-300.328</del> 300.22 300.39 <del>300.320-300.324</del> 300.501 300.323(e)(2) 300.306(c)(2) 300.324 300.321 300.321(e) 300.325.(a)(2) 300.324(a)(3) 300.321(a)(5) 300.322 300.321(b) 300.322(b)(2) 300.328 300.320(d)	IDAPA 08.02.03.109.04  <del>IDAPA 08.02.03.111.04</del> <del>IDAPA 08.02.03.107.05</del>
2. 2A	IEP Development IEP Contents Progress toward Goals Related Services Medicaid or Insurance Supplementary Aids, Services Accommodations Assistive Technology  Assistive Technology in the Home Universal Design Hearing Aids and Devices Extended School Year Least Restrictive Environment Parents as part of Decision Disciplinary Placement Parent Objection to IEP Transition Services Consent for Services	300.320-300.325 300.320 300.320(a)(3) 300.34 300.154(d)(e) 300.42 300.320(a)(6) 300.5-300.6  300.105(b) 300.44 300.113 300.106 300.114-300.116 300.327 300.536  300.43 300.300(b)	IDAPA 08.02.03.109.04 <del>IDAPA 08.02.03.102.01</del> <del>IDAPA 08.02.03.200</del> <del>IDAPA 08.02.03.210</del> <del>IDAPA 08.02.03.211</del> Idaho Code 33-1304 <del>IDAPA 08.02.03.112</del> IDAPA 08.02.03.109.05 <del>IDAPA 08.02.03.105.05</del> <del>IDAPA 08.02.03.104.02</del> Idaho Code 33-2002(4) <del>IDAPA 08.02.03.109.05(a)</del>

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	<u>Consent for Reevaluation Summary of Performance After the Meeting</u>	<u>300.300(e)(2)</u> <u>300.305(e)</u> <u>300.323(d)</u>	
3.	<u>IEP Reviews</u>	<u>300.324</u>	
4.	<u>IEPs for Transfer Students</u>	<u>300.323(e) – (g)</u>	<u>IDAPA 08.02.03.109.04 (e)</u> <u>IDAPA 08.02.03.109.04 (f)</u>
5.	<u>IEPs for Children from the Infant/Toddler Program</u>	<u>300.323(b)</u>	
6.	<u>Students with Disabilities in Adult Prisons</u>	<u>300.102(a)(2)(i)(A)(B)</u> <u>300.324(d)</u>	<u>20 U.S. Code § 1412</u>

**CHAPTER 6 LEAST RESTRICTIVE ENVIRONMENT  
LEGAL CITATIONS**

<b>Section</b>	<b>Topic</b>	<b>IDEA Regulations 34 CFR §</b>	<b>Idaho Code/IDAPA/<u>Topical Reference</u></b>
	Overview	300.114	IDAPA 08.02.03 (04) (e)
1.	Least Restrictive Environment Considerations	<u>300.114-300.120</u>	<u>IDAPA 08.02.03.109.04.a</u> <u>IDAPA 08.02.03.109.04.c</u>
<del>1A</del>	<del>When to Make and Review Placement Decisions</del>	<del>300.116 (b) (1) (2)</del>	
<del>1B</del>	<del>Considerations in Placement Decisions</del>	<del>300.116</del>	
<del>1C</del>	<del>Documentation of Placement Decisions</del>	<del>300.120</del>	
2.	District Responsibility for Continuum of <u>Settings and Services</u>	300. <u>115-300.116</u>	<u>IDAPA 08.02.03.109.04.a</u> <u>IDAPA 08.02.03.109.04.c</u>
<u>3.</u>	<u>Federal Reporting of LRE Out of State Students Residing in Residential Facilities</u>	<u>300.600-604</u>	<u>IDAPA 08.02.03.109.04.g</u> <u>Idaho Code 33-1002B</u>

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**CHAPTER 7 DISCONTINUATION OF SERVICES, GRADUATION, AND GRADING  
LEGAL CITATIONS**

<b>Section</b>	<b>Topic</b>	<b>IDEA Regulations 34 CFR §</b>	<b>Idaho Code/IDAPA/<u>Topical Reference</u></b>
1. 1A	Discontinuation of Services <del>Students Who Are No Longer Eligible for Services</del>	300.305 300.306 300.102 (a) (3) <del>(i-ii) (i-iii)</del> 300.503	Idaho Code 33-201 Idaho Code 33-209  <u>IDAPA08.02.03.109.07</u>
1B	<del>Change in District Obligation to Provide Services</del>		
1C	<del>Request for Withdrawal from Special Education</del>	300.305 300.306 300.503	
2. 2A	Graduation <del>Individualized Education Program Team Requirements regarding Graduation</del>	<del>300.306</del>  300.102. (a) (3) (i-iii) 300.320 (a) (7) (b) (2)	IDAPA 08.02.03.109.07
2B	<del>Graduation Ceremonies</del>		
3.	Transcripts and Diplomas		<del>IDAPA 08.02.03.105.03</del> IDAPA 08.02.03.109.07 <del>IDAPA 08.02.03.107.e</del> <i>Letter to Runkel, 25 IDELR 387 (OCR 1996)</i> <u>20 U.S. Code § 1412</u>
4.	Grades, Class Ranking, and Honor Roll		<i>Letter to Runkel, 25 IDELR 387 (OCR 1996)</i>

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**CHAPTER 8 CHARTER SCHOOLS  
LEGAL CITATIONS**

<b>Section</b>	<b>Topic</b>	<b>IDEA Regulations 34 CFR §</b>	<b>Idaho Code/IDAPA/<u>Topical Reference</u></b>
1. <del>1A</del> <del>1B</del>	Definition and Parent/Student Rights <del>Definition of Charter Schools</del>  <del>The Rights of Charter School Students and Their Parents</del>	300.7 300.209(a)	Idaho Code 33-5205 Idaho Code 33-5206
2. <del>2A</del>  <del>2B</del>	Responsibility for Services <del>Charter School Authorized by the District</del>  <del>Charter School Operating as an LEA</del>	300.2 300.209(b-c) <del>300.209(e)</del>	Idaho Code 33-5205 <del>IDAPA 08.02.03.109.02.a</del> <del>IDAPA 08.02.03.109.02.c</del>
3.	Essential Components of a Special Education Program	300.209	Idaho Code 33-5205 IDAPA 08.02.03.109.02.c <del>IDAPA 08.02.04.201.01</del> <del>IDAPA 08.02.04.202</del> <del>IDAPA 08.02.04.203.02</del> <del>IDAPA 08.02.04.300.01</del> <del>IDAPA 08.02.04.301.01</del>
4.	Charter Schools and Dual Enrollment		Idaho Code 33-203 Idaho Code 33-2002
5. <del>5A</del>  <del>5B</del>	Funding <del>State Funds</del>  <del>Federal Funds</del>	300.704(b)(4)(ix) 300.705 300.209	Idaho Code 33-5208 Idaho Code 33-1002B Idaho Code 33-2004 Idaho Code 33-2005 Idaho Code 33-5208 <del>(8)</del> <u>(9)</u>

**CHAPTER 9 PRIVATE SCHOOL STUDENTS  
LEGAL CITATIONS**

<b>Section</b>	<b>Topic</b>	<b>IDEA Regulations 34 CFR §</b>	<b>Idaho Code/IDAPA/<u>Topical Reference</u></b>
Overview	Private School Students	300.2-300.146	
1.	Definitions		<u>IDAPA 08.02.03.109.02.d</u>
	Private School <u>Placements</u>	300.13	
	Elementary School	300.36	
	Secondary School	300.130	
1A	<del>Definition of Voluntary Enrollment by a Parent</del>	<del>300.145-300.148</del>	
1B	Definition of District Placement	300.145	
1C	Definition of Students with Disabilities Enrolled by their Parents when FAPE is an Issue	300.148	
2.	Students Voluntarily Enrolled by Parents	300.133	
		300.134	
2A	District Consultation	300.134 (a)	<u>IDAPA 08.02.03.109.05</u>
2A-1	Child Find	300.133 (b)	<u>IDAPA 08.02.03.109.02.d</u>
2A-2	Proportionate Share of Funds	300.133 (d)	
2A-3	Determination of Special Education and Related Services	300.134 (c)	
2A-4	On-going Communication	300.135 (a-b)	
2A-5	Written Affirmation	300.137 (b) (2)	
2A-6	District Decisions	300.134 (e)	
2A-7	Written Explanation by the District Regarding Services	300.136 (a) (1-2)	
2B-1	Compliance with the Consultation Process	300.136 (b) (1-3)	
2B-2	Procedures for Complaint	300.111 (1) (i-ii)	
2C	Child Find Requirements	300.131 (a-f)	
2D	Annual Count of Eligible Students	300.133 (c) (1-2)	
		300.137 (a)	
2E	Provision of Services	300.138 (a) (1-2)	
2E-1(a-e)	District Responsibilities	300.138 (c) (2)	
		300.134 (e-d)	
		(1-3)	
		300.148	
		300.132 (a-b)	
2E-2	Eligibility for Services	300.138 (2) (b)	

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(a-e) 2E-3(a) (1-5)	Service Plan Development	300.132 (b) 300.136 300.138 (2) (b) 300.138 (b) (2) 300.320 300.323 (b) 300.139 (b) (1) (i) 300.139 (b) (2)	
2F 2G 2H	<del>Dispute Resolution</del> <del>Determining the Proportionate Funding for Private School Students Expenditure Guidelines</del>	300.139 (b) (1)-(2) 300.140 (a-c) 300.133 300.139 (2) 300.144	
<u>3.</u>	<u>Students Placed by the District</u>	<u>300.145-300.146</u> <u>300.320-300.325</u>	<u>IDAPA 08.02.03.109.02.d</u>
<u>4.</u>	<u>Dual Enrollment by Parents</u>	<u>300.137(a)</u>	<u>Idaho Code 33.203</u> <u>IDAPA 08.02.03.109.02.d</u>
<u>5.</u>	<u>Students Unilaterally Placed by their Parents when FAPE is Issued</u>	<u>300.148</u> <u>300.101</u>	<u>IDAPA 08.02.03.109.02.d</u>
<u>6.</u>	<u>Out of State Students Residing in Residential Facilities</u>	<u>300.131</u>	<u>IDAPA 08.02.03.109.02.d</u>



**CHAPTER 10 IMPROVING RESULTS  
LEGAL CITATIONS**

<b>Section</b>	<b>Topic</b>	<b>IDEA Regulations 34 CFR §</b>	<b>Idaho Code/IDAPA/<u>Topical Reference</u></b>
1.	Monitoring Priorities and Indicators	300.600-604	<u>IDAPA 08.02.03.109.02</u>
2.	Early Intervening Services	300.226 300.205 (d) <del>300.226 (e)</del> 300.226 (a) 300.208 (a) (2) <del>300.226 (b)</del> <del>300.226 (a)</del> 300.711	<u>IDAPA 08.02.03.109.02</u>
3.	Personnel	300.156 300.704 (b) (4) (vii)	<u>IDAPA 08.02.03.109.02</u> <u>IDAPA 16.03.09</u>

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**CHAPTER 11 PROCEDURAL SAFEGUARDS  
LEGAL CITATIONS**

<b>Section</b>	<b>Topic</b>	<b>IDEA Regulations 34 CFR §</b>	<b>Idaho Code/IDAPA/<u>Topical Reference</u></b>
1. 1A 1B	Procedural Safeguards Notice Contents When is Provided	300.504	<u>IDAPA 08.02.03.109.05</u>
2. 2A 2B  2C 2D 2E 2F	Domestic Considerations Parent Surrogate Parent  Transfer of Rights Emancipated Minors Ward of the State Child Custody	300.30 300.519 <del>300.639</del> 300.320 <u>300.520</u> 300.030	Idaho Code 32-717A Idaho Code 32-717B <u>Letter to Cox 54 IDLER 60 (110 LRP 10357)</u>
3. 3A 3B 3C 3D 3E 3F	Informed Consent Definition Actions Requiring Consent When Consent Not Required Refusal to Give Consent Failure to Respond for Consent Revoking Consent	300.9 300.300 300.300(d) 300.300 300.300 300.300	
4. 4A 4B 4C 4D 4E 4F	Written Notice Definition Criteria for Written Notice Written Notice is Required Written Notice not Required Content of Written Notice Objection to District Proposal	<u>300.508(e)</u> 300.503 300.503 300.504 300.300 300.503	IDAPA 08.02.03.109.05a
5. 5A  5B  5C  5D	Confidentiality and Access to Records Definition  Protection of Records  Access to Records	300.611 <del>300.610</del> 300.622 <u>300.614</u> 300.613 300.616  300.611 <del>300.624</del> <u>300.623-</u>	IDAPA 08.02.03.109.05k <del>Idaho Code 32-717A</del>

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5E	<del>Disclosure Not Requiring Consent Destruction of Records</del>	<u>300.625</u>	
5F		300.618- <u>300.621</u>	
5G	<del>Request for Amendment of Records District Hearings</del>	300.619 300.620 300.621 300.625	
5H	<del>Student Rights</del>		
6.	Independent Educational Evaluations		
6A	Definition	300.502	IDAPA 08.02.03.109.05j
6B	Right to an IEE	300.502(b)	
6C	Procedures for Requesting an IEE	300.502	
6D	District Responsibility	300.502	
6E	Consideration of Results	300.502	

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**CHAPTER 12 DISCIPLINE  
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<b>Section</b>	<b>Topic</b>	<b>IDEA Regulations 34 CFR §</b>	<b>Idaho Code/IDAPA/Topical Reference</b>
Overview	Discipline	300.530-300.536	Idaho Code 33-205
1.	General Discipline Guidelines Provisions	300.530(b) 300.534	Idaho Code 33-205
2.	Actions Involving a Change of Placement	<del>300.530-300.532</del> 300.530(d) 300.530(e)	
2A	<del>District Actions Resulting in a Change of Placement</del>	300.536	
2B	<del>Hearing Officer Actions Resulting in a Change of Placement</del>	300.536	
2C	<del>Court Actions Resulting in a Change of Placement (Honig Injunction)</del>	300.534	
		Part 300 Summary of Changes Pg. 12415 Questions #3	
3.	FAPE Considerations	<u>300.530-531</u>	Idaho Code 33-1501
3A	<del>District Actions When There is Not a Change of Placement</del>	300.530(a) 300.530(d)	
3B	<del>District Actions When There is a Change of Placement</del>	300.530(d) 300.530(e)	
3C	FAPE Requirements in an IAES	300.530(d)	
3D	Transportation		
4.	Procedures for a Manifestation Determination	300.503(c-f)	Idaho Code 33-205
4A	<del>Actions Involving a Manifestation Determination</del>	300.530(e)	
4B	<del>When Behavior is a Manifestation of the Disability</del>	300.530(f)	
4C	<del>When Behavior is Not a</del>		

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	Manifestation of Disability		
5.	Other Considerations		<u>IDAPA 08.02.03.109.5.c</u>
5A	<del>Request for an Expedited Hearing</del>	<del>300.532(a) 300.532(c) 300.533</del>	<del>IDAPA 08.02.03.109.5.f 34 CFR 99.3 (FERPA) 34 CFR 99.7 (FERPA)</del>
5B	<del>Protections for Students Not Yet Eligible for Special Education</del>	<del>300.534</del>	<del>34 CFR 99.10d (FERPA) 34 CFR 99.11 (FERPA)</del>
5C	<del>Parent/Adult Student Request for Evaluation of a Disciplined Student</del>	<del>300.534(d)</del>	<del>34 CFR 99.31 34 CFR 81(GEPA) 34 CFR 76 (EDGAR)</del>
5D	<del>Referrals to and Action by Law Enforcement and Judicial Authorities</del>	<del>300.535(a)</del>	<del>34 CFR 99.22 (FERPA) 34 CFR 99.5a (FERPA)</del>
5E	<del>Transfer of Discipline Records</del>	<del>300.535(b)</del>	<del>Idaho Code 33-209</del>

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**CHAPTER 13 DISPUTE RESOLUTION  
LEGAL CITATIONS**

<b>Section</b>	<b>Topic</b>	<b>IDEA Regulations 34 CFR §</b>	<b>Idaho Code/IDAPA/<u>Topical Reference</u></b>
1. 1A 1B	IEP Facilitation Definition IEP Facilitation Request		
2. 2A 2B 2C 2D 2E	<u>Informal Conflict Resolution</u> Mediation Definition Mediation Policies Contracted Mediators Confidentiality Mediation Agreement	300.506 300.506 300.506 300.506 300.506	IDAPA 08.02.03.109.05.b
3. 3A 3B 3C	<u>Mediation</u> Formal Complaints Filing Complaint SDE Complaint Procedures Methods of Resolving	<u>300.506</u> 300.151-300.152 300.152 300.151	<u>IDAPA 08.02.03.109.05.b</u>
4. 4A 4B 4C 4D 4E	<u>State Complaints</u> Due Process Hearings Definition Hearing Request by Parent Hearing Request by District Contents of Request Actions for Hearings	<u>300.151-300.153</u> 300.507-300.508 300.507 300.507 300.508(b) 300.508 300.510-515 300.518	<u>IDAPA 08.02.03.109.05</u>
5. 5A  5B 5C 5D	Expedited Due Process Hearings Definition  Expedited Hearing Request Process and Disclosures Placement	<u>300.507-300.518</u> 300.531  300.532 300.532 300.533	IDAPA 08.02.03.109.01.d <u>IDAPA 08.02.03.109.05.c,e,f</u>
6.	<u>Expedited Due Process Hearings</u>	300.516	IDAPA 08.02.03.109.05.g

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**Chapter 1**

**OVERVIEW**

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## Chapter 1 Overview

The education of students with disabilities is firmly rooted in the constitutional guarantees involved in the “protection of vulnerable minorities.” This relationship means that the provision of services to students with disabilities is a basic civil right protected by the Constitution. Three (3) federal laws have been passed to ensure educational opportunities ~~these constitutional guarantees~~ for individuals with disabilities:

- the Individuals with Disabilities Education ~~Improvement~~ Act of 2004 (IDEA 2004)
- Section 504 of the Rehabilitation Act of 1973 (Section 504)
- the Americans with Disabilities Act of 1990 (ADA)

The last reauthorization of the IDEA was in 2004 and aligned the law ~~was aligned~~ with the Elementary and Secondary Education Act of 2001—also known as the No Child Left Behind (NCLB) Act. Revisions to the IDEA regulations were issued in 2007, 2008, 2013 and 2014. The IDEA 2004 preserves the basic structure and civil rights of previous reauthorizations and emphasizes both *access* to education and *improved results* for students with disabilities based on data and public accountability.

This Manual provides ~~detailed~~ information regarding district responsibilities under the IDEA 2004 and the IDEA regulations of 2006, which took effect on October 13, 2006 and relevant Idaho legal requirements.

### Section 1. Child Find

The district is responsible for establishing and implementing an ongoing Child Find system. Child Find activities are conducted ~~(1)~~ to create public awareness of special education programs; ~~(2)~~ to advise the public of the rights of students, and; ~~(3)~~ to alert community residents of the need for identifying and serving students with disabilities from the age of three (3) through the semester in which they turn twenty-one (21).

The district is also responsible for coordinating with the Department of Health and Welfare regarding the Child Find system for children ages birth through two (2) years. The Child Find system includes children with disabilities who are homeless, as defined by the McKinney-Vento Homeless Act (see Glossary), wards of the state, or attending private schools, regardless of the severity of the disability.

See Chapter 3 for more information on Child Find.

## Section 2. Procedural Safeguards

~~A parent and/or adult student~~ parent/adult student has specific procedural safeguards assured by the IDEA 2004 and state law. The district provides a document titled *Procedural Safeguards Notice* to ~~parents and/or adult students~~ parents/adult students that contain a full explanation of special education rights.

See Chapter 11 for more information on procedural safeguards.

## Section 3. Student Eligibility under the IDEA 2004

~~The existence of a disability or medical diagnosis does not, by itself, mean that a student is eligible under the IDEA 2004.~~ To be eligible for services under the IDEA2004, a student must have a disability that:

1. meets the Idaho state disability criteria;
2. adversely affects educational performance; and
3. results in the need for ~~special education, that is,~~ specially designed instruction and related services.

The process used to make this determination is called “eligibility evaluation.” During an eligibility evaluation, an evaluation team (which includes educators and the ~~parent and/or adult student~~ parent/adult student) reviews information from the evaluation completed (multiple sources including, but not limited to, general education interventions, formal and informal assessments, and progress in the general curriculum) in making the eligibility determination.

See Chapter 4 for more information on eligibility and evaluation.

## Section 4. Free Appropriate Public Education (FAPE)

The ~~local education agency (district)~~ (LEA) is required to ensure that a free appropriate public education (FAPE) is available to students who reside in the district and are eligible for special education. FAPE is individually determined for each student that qualifies for special education. FAPE *must* include special education in the least restrictive environment (LRE) and *may* include related services, transition services, supplementary aids and services, and/or assistive technology devices and services. A definition of each of these terms can be found in the glossary.

See Chapter 2 for more information on FAPE.

### **Section 5. District Programs and Services**

The district shall ensure that the same array of academic, nonacademic, and extracurricular activities and services is available to students with disabilities as is available to students without disabilities.

#### **A. Educational Programs and Services**

The district shall take steps to ensure that students with disabilities have the variety of educational programs and services that are available to all other students served by the district. These may include art, music, industrial arts, consumer and homemaking education, vocational education, and other programs in which students without disabilities participate.

#### **B. Physical Education**

Physical education services, specially designed if necessary, shall be made available to every student with a disability receiving FAPE, unless the public agency enrolls children without disabilities and does not provide physical education to children without disabilities in the same grades.

#### **C. Nonacademic and Extracurricular Services and Activities**

The district shall take steps, including the provision of supplementary aids and services determined appropriate and necessary by the student's Individualized Education Program (IEP) ~~Team~~ team, to provide nonacademic and extracurricular services and activities in a manner that affords students with disabilities an equal opportunity to participate in those services and activities. This includes counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the district, referrals to agencies that provide assistance to persons with disabilities, and employment of students, including both employment by the district and assistance in making outside employment available.

### **Section 6. Individualized Education Program (IEP)**

The IEP is a document that outlines how a particular student with a disability will receive a free appropriate public education (FAPE) in the least restrictive environment (LRE). It is a working document that can be amended as the student's needs change. The IEP is created collaboratively by IEP team members, including parents, the student, if appropriate, the student's teachers and other district personnel.

See Chapter 5 for more information on IEP development.

### **Section 7. Least Restrictive Environment (LRE)**

The IDEA 2004 states that, to the maximum extent appropriate, students with disabilities are to be educated with students who are not disabled. The IEP team determines ~~should consider~~ what constitutes LRE for the individual student. This includes considering that a continuum of alternative placements is available to meet the needs of children with disabilities and for special education and related services.

See Chapter 6 for more information on LRE.

### **Section 8. Summary of Activities That May Lead to Special Education Services**

This section describes the steps that may lead to special education services. The activities that are within each step are often sequential, but could occur simultaneously. The process might occur in a different sequence for emergency or interim placements. A flowchart of these steps is provided at the end of this chapter.

#### **A. General Education Interventions** (carried out by the problem-solving team)

A general education problem-solving team addresses student learning needs and ensures that referrals to consider special education are appropriate. The general education problem-solving process may include comprehensive early intervening services based on whole-school approaches such as: a three-tiered model using scientifically based reading (and other content area) programs, positive behavior supports, and a response-to-intervention system. Accommodations and instructional and/or behavioral interventions shall be attempted during the problem-solving process. These accommodations and interventions shall be of sufficient scope and duration to determine the effects on the student's educational performance and shall be clearly documented.

If the student shows adequate progress with general education interventions and accommodations, a referral to consider a special education evaluation may be unnecessary. However, if general education interventions and accommodations need to be provided on an ongoing basis or if the student shows limited or no progress *and* the student's performance is significantly discrepant from peers, a referral to consider a special education evaluation may be warranted. Also, a parent of a student may initiate a referral for special education at any time and a district may not deny that referral simply because the student had not gone through the general education intervention process.

See Chapter 4 and Appendixes 3 and 4 for more information on problem-solving activities and the three tiered model.

## **B. Referral to Consider a Special Education Evaluation**

Following the problem-solving team's review of the student's response to general education interventions, if the team suspects that the student has a disability and may be in need of special education that adversely impacts his or her education, the problem-solving team shall initiate a referral to consider a special education evaluation. The purpose of this referral is to bring a student to the attention of an evaluation team so that it can determine whether to conduct a special education evaluation.

A referral ~~to consider a~~ for a special education evaluation marks the point at which procedural safeguards are provided to the parent. ~~activated~~ The ~~parent and/or adult student~~ parent/adult student shall be involved in decisions once a written referral has been made to the evaluation team to consider a special education evaluation.

The evaluation team shall review existing data, ~~including~~ which may include progress monitoring data from the student's IEP, assessments and information provided by ~~parent and/or adult student~~ the parent/adult student, and document the review process, to determine the need for further assessment. The evaluation team will procure the necessary written consents for additional assessments.

See Chapter 3 for more information on the referral process to consider a special education evaluation and who can make a referral.

## **C. Written Notice and Written Consent** (completed by an evaluation team)

Before administering assessments as part of the special education evaluation, written notice shall be provided to the ~~parent and/or adult student~~ parent/adult student along with the procedural safeguards and written consent shall be ~~requested~~ obtained from the ~~parent and/or adult student~~ parent/adult student. The district may use a single form that meets the requirements of written notice and consent for assessment. In addition, if the evaluation team needs information for an evaluation from a non-educational agency or an individual, such as a doctor, written consent for the release of information shall be obtained from the ~~parent and/or adult student~~ parent/adult student.

See Chapter 4 and Chapter 11 for more information.

## **D. Evaluation and Eligibility Determination** (completed by evaluation team)

After receiving consent, the evaluation team shall schedule assessments and ensure they are conducted. The evaluation must be sufficiently comprehensive to identify all of the child's special education and related services needs. Next, the evaluation team reviews the assessment data, the response to general education targeted interventions, and ~~parent and/or adult student~~ parent/adult student input and recommendations to determine whether the student is eligible for

special education services. Then the evaluation team compiles an *Eligibility Report* using data collected from individual assessments and provides the ~~parent and/or adult student~~ parent/adult student with a copy of the report. The eligibility report shall address, to the extent required, the general education classroom, targeted interventions previously employed and the student's response to those interventions.

For children transferring from the Infant Toddler Program (ITP), eligibility shall be determined and an IEP developed or IFSP adopted by the child's third (3<sup>rd</sup>) birthday. See Chapter 5 for guidance on expectations. If a child turns three (3) during the summer, and the child does not require Extended School Year (ESY) services, special education and related services may begin in the new school year.

For children ages three (3) through twenty-one (21), the time between receiving consent for initial assessment and determining eligibility cannot exceed sixty (60) calendar days, excluding periods when regular school is not in session for five (5) or more consecutive school days (with the exception of ITP referrals which must be completed by the child's third (3<sup>rd</sup>) birthday). The parent and district may agree, in writing, to extend the sixty (60) day period. See Chapter 4 for guidance on timeline exceptions.

If the student is not eligible, the district shall provide written notice to the ~~parent and/or adult student~~ parent/adult student that the evaluation data does not indicate eligibility under the IDEA 2004—even though the parent is a member of the team that determines eligibility. The district shall maintain documentation in permanent records. ~~(A student ineligible under the IDEA 2004 may be considered to have a disability under Section 504.)~~

If the ~~parent and/or adult student~~ parent/adult student disagrees with the district's evaluation and/or the eligibility determination, he or she has the right to request SDE mediation, file a due process hearing challenging the decision, or seek an independent educational evaluation (IEE). See Chapter 11 for more information.

#### **E. IEP Development and Implementation** (completed by IEP team)

~~The time between receiving consent for assessment 60 calendar days, excluding periods when regular school is not in session for five or more consecutive school days. The parent and district may agree in writing to extend the 60-day period for the purpose of initial assessment as long as Federal IDEA 2004 time requirements are met. See Chapter 4 for guidance on timeline exceptions.~~

The following activities are included in the development and implementation of the IEP:

1. Conduct an IEP team meeting to develop and implement an IEP within thirty (30) calendar days of a determination that the student is eligible for special education and related services. For eligible students, the IEP can be developed at the same meeting



- at which eligibility is determined if all required IEP team members are present and agree to proceed.
2. After determining goals and services, determine the placement in the LRE in which the IEP can be implemented. For those goals that are aligned to the alternate achievement standards, benchmarks/objectives shall be written.
  3. Obtain documentation indicating participation in the IEP team meeting.
  4. Obtain consent from the ~~parent and/or adult student~~ parent/adult student for initial provision of special education services. ~~placement in special education~~
  5. Provide copies of the IEP to the ~~parent and/or adult student~~ parent/adult student and other participants, as appropriate.
  6. Provide written notice to the ~~parent and/or adult student~~ parent/adult student before implementing the IEP if the provision of FAPE or the educational placement is proposed to change or if the team refused to make a change based on the parent's request.
  7. Make arrangements for IEP services by informing staff of their specific responsibilities under the IEP.
  8. Implement the IEP as soon as possible, but no later than after it is developed within thirty (30) days of eligibility. (See Chapter 4 for guidance on timeline exceptions.)
  9. Provide the ~~parent and/or adult student~~ parent/adult student with periodic reports of the student's progress towards IEP goals (such as quarterly or other periodic reports, concurrent with the issuance of report cards).

See Chapter 5 for more information on IEP development.

**F. Review and Revision of IEP and Placement Decision** (completed by IEP team)

1. Send the ~~parent and/or adult student~~ parent/adult student a *Procedural Safeguards Notice* with an invitation to attend an IEP meeting (required at least once annually).
2. Convene an IEP team meeting under these circumstances:
  - a. when changes in the IEP are requested or if the student is not making progress. In addition, the IDEA allows changes to the IEP without an IEP team meeting between the annual review dates if the district and parent agree; and

- b. at least annually to ~~review eligibility~~, develop a new IEP, and ~~determine placement~~.
3. Provide a copy of the revised IEP to the parent and the adult student when an IEP is amended or rewritten, ~~and when the student is no longer eligible for special education services~~. In addition, written notice is required if the district is proposing to change or refusing to change the educational placement ~~and/or~~ or the provision of FAPE.
4. Under Idaho regulations, the ~~parent and/or adult student~~ parent/adult student has the right to file a written objection ~~to changes proposed by the district to an IEP program change or placement change~~. If, within ten (10) calendar days of receiving written notice from the district, the ~~parent and/or adult student~~ parent/adult student files a written objection ~~to all or part of the proposed IEP or placement~~, the district shall not implement the change(s) to which the ~~parent and/or adult student~~ parent/adult student objects. See Chapter 11 for more information.

See Chapter 5 for more information on IEP reviews.

#### **G. Reevaluation** (completed by evaluation team)

Reevaluations are conducted by the evaluation team. A reevaluation ~~to determine whether a student continues to be eligible for special education services is~~ shall be completed as follows:

(a) at least every three years, (b) when requested by the student's teacher or the ~~parent and/or adult student~~ parent/adult student, and (c) whenever conditions warrant. Approximately one month before conducting the reevaluation, the district shall inform the ~~parent and/or adult student~~ parent/adult student that a reevaluation is due. The ~~parent and/or adult student~~ parent/adult student and district may agree in writing that a three-year reevaluation is not necessary. In addition, a reevaluation need not be conducted more than once per year unless the district and the parents agree.

The evaluation team shall include the following activities in the reevaluation process:

1. Invite the ~~parent and/or adult student~~ parent/adult student to participate in the review of existing data and to determine what additional data, if any, is needed as part of the reevaluation. Unless the ~~parent and/or adult student~~ parent/adult student requests that the evaluation team members meet as a group in a formal meeting, data can be gathered from individual team members at various times using a variety of methods.
2. Obtain written consent from the ~~parent and/or adult student~~ parent/adult student if additional assessments shall be conducted. After gaining consent, ensure the completion of assessments and eligibility reports. The IDEA does not require consent for a reevaluation if the district has made documented attempts to get consent and the parent has not responded.

3. If the evaluation team determines that additional assessments are not needed, provide written notice to the ~~parent and/or adult student~~ parent/adult student of this decision and of the ~~parent and/or adult student~~ parent's/adult student's right to request assessments.
4. Prepare an *Eligibility Report* that details the eligibility requirements for the student, even when no new assessments are conducted. The report shall address each required eligibility component.
5. Provide the ~~parent and/or adult student~~ parent/adult student with a copy of the *Eligibility Report*.
6. Determine whether revisions to the IEP are necessary ~~Develop~~ and implement an IEP, if the student continues to be eligible. If the student is not eligible, follow procedures to discontinue services.

See Chapter 4 for more information on reevaluation.

#### **H. Discontinuation of Services**

Provide prior written notice to the ~~parent and/or adult student~~ parent/adult student informing them of the discontinuation of services when:

1. The evaluation team determines the student no longer meets eligibility requirements for special education services; or
2. The student meets the district and State requirements that apply to all students for receipt of a regular high school diploma; or
3. The student completes the semester in which he or she reaches the age of twenty-one (21) years.
4. Parent/adult student revokes consent for special education services.

When a student exits from special education as a result of graduating or aging out, the district shall provide the student with a summary of his or her academic achievement and functional performance, along with recommendations on how to assist the student in meeting postsecondary goals.

See Chapter 7 for more information on the discontinuation of services.

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Chart

<p><b>General Education Interventions</b> (completed by problem-solving team)</p> <ul style="list-style-type: none"> <li>■ Team considers components of the three tiered model of Response to Intervention.</li> <li>■ Problem solve, plan and implement interventions and accommodations; document results.</li> </ul>
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Special Education Activities

<p><b>A. Child Find Activities</b></p>
<p><b>B. Referral to Consider a Special Education Evaluation</b> (completed by problem-solving team and evaluation team) <u>or the parent/adult student</u></p> <ul style="list-style-type: none"> <li>■ Problem-solving team submits a formal referral to consider special education evaluation.</li> <li>■ Provide the <del>parent and/or adult student</del> <u>parent/adult student</u> with a <i>Procedural Safeguards Notice</i>. (required)</li> <li>■ Seek <del>parent and/or adult student</del> <u>parent/adult student</u> input and afford opportunity for a meeting.</li> <li>■ Evaluation team decides whether to conduct further assessments.</li> </ul>
<p><b>C. Written Notice and Consent</b> (completed by the evaluation team)</p> <ul style="list-style-type: none"> <li>■ Provide written notice to the <del>parent and/or adult student</del> <u>parent/adult student</u>.</li> <li>■ Seek consent from the <del>parent and/or adult student</del> <u>parent/adult student</u> for assessments.</li> <li>■ Receive written consent for assessment from the <del>parent and/or adult student</del> <u>parent/adult student</u>.</li> </ul>
<p><b>D. Evaluation and Eligibility Determination</b> (completed by evaluation team)</p> <ul style="list-style-type: none"> <li>■ Schedule and conduct assessments.</li> <li>■ Review assessment information with <del>parent and/or adult student</del> <u>parent/adult student</u>. Determine eligibility and complete the <i>Eligibility Report</i>. (Meeting with the entire team is a <del>parent and/or adult student</del> <u>parent/adult student</u> option.)</li> <li>■ Provide the <del>parent and/or adult student</del> <u>parent/adult student</u> with a copy of the <i>Eligibility Report</i>.</li> </ul>
<p><b>E. IEP Development and Implementation</b> (completed by IEP team)</p> <ul style="list-style-type: none"> <li>■ Invite the <del>parent and/or adult student</del> <u>parent/adult student</u> to the IEP team meeting.</li> <li>■ Provide a <i>Procedural Safeguards Notice</i> to the <del>parent and/or adult student</del> <u>parent/adult student</u>. (at least once annually)</li> <li>■ Develop IEP and determine placement in LRE.</li> <li>■ Provide a copy of the IEP with written notice to the <del>parent and/or adult student</del> <u>parent/adult student</u>.</li> <li>■ Receive consent for initial <u>provision of special education services</u> <del>placement</del> from the <del>parent and/or adult student</del> <u>parent/adult student</u>.</li> <li>■ Implement IEP.</li> </ul>
<p><b>F. Review/Revision of IEP and Placement Decision</b> (completed by IEP team)</p> <ul style="list-style-type: none"> <li>■ Provide a <i>Procedural Safeguards Notice</i> to the <del>parent and/or adult student</del> <u>parent/adult student</u> if applicable.</li> <li>■ Invite the <del>parent and/or adult student</del> <u>parent/adult student</u> to the IEP team meeting.</li> </ul>

- Review ~~eligibility, develop an the~~ IEP, and determine placement annually.
- Provide a copy of IEP with written notice to the ~~parent and/or adult student~~ parent/adult student.

**G. Reevaluation** (completed by evaluation team)

- Inform the ~~parent and/or adult student~~ parent/adult student that reevaluation is due.
- Provide a *Procedural Safeguards Notice* to the ~~parent and/or adult student~~ parent/adult student if applicable.
- Seek ~~parent and/or adult student~~ parent/adult student input on reevaluation and afford opportunity to request a meeting.
- Receive consent from the ~~parent and/or adult student~~ parent/adult student for assessments if planning to assess **OR**  
Provide the ~~parent and/or adult student~~ parent/adult student with written notice that no further assessments shall be conducted if the evaluation team determines that existing information is adequate. Inform ~~parent and/or adult student~~ parent/adult student of his or her right to request additional assessments.
- Schedule and conduct assessments.
- Review assessment information with ~~parent and/or adult student~~ parent/adult student. Determine eligibility and complete the *Eligibility Report*. (Meeting with the entire team is a ~~parent and/or adult student~~ parent/adult student option.)
- Provide the ~~parent and/or adult student~~ parent/adult student with a copy of the *Eligibility Report*.

**Go to steps in Box F or Box H.**

**H. Discontinuation of Services**

- Provide written notice to the ~~parent and/or adult student~~ parent/adult student before discontinuing special education services.

**Upon graduation provide a summary of performance to the ~~parent and/or adult student~~ parent/adult student.**

**Chapter 2**

**FREE APPROPRIATE PUBLIC EDUCATION**

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## Chapter 2 Free Appropriate Public Education

The district (local education agency(~~district~~)) is required to ensure that a free appropriate public education (FAPE) is available to residents, homeless individuals and individuals from migrant families ages three (3) to twenty-one (21) ~~students~~ in the district and who are eligible for special education. FAPE is individually determined for each student with a disability. FAPE *must* include special education in the least restrictive environment (LRE) and *may* include related services, transition services, supplementary aids and services, and/or assistive technology devices and services. A definition of each of these terms can be found in the glossary.

### Section 1. Definition of a Free Appropriate Public Education (FAPE)

The definition of FAPE under the IDEA ~~Individuals with Disabilities Education Improvement Act of 2004 (IDEA 2004)~~ means special education and related services that:

1. are provided at public expense (free);
2. are provided in conformity with an appropriately developed individualized education program, or IEP (appropriate);
3. are provided under public supervision and direction (public); and
4. include an appropriate preschool, elementary, and secondary education that meets the education standards, regulations, and administrative policies and procedures issued by the State Department of Education (education).

### Section 2. Provision of FAPE

#### A. District Obligation

The district is required to ensure that FAPE is available to students in the district who are eligible for special education. This includes students who reside in group, personal care, or foster homes, as well as institutions, if their legal guardian is a resident of Idaho, even though the guardian may reside in another Idaho school district. It also includes students who are migratory or homeless as defined by the McKinney-Vento Homeless Act (see Glossary). If a student from another state is placed in Idaho by an out-of-state agency, parent, or district, the placing district, parent, or agency is responsible for the educational costs. If a student is placed in a district by an Idaho agency, the student is entitled to FAPE and the responsible agency is determined upon Idaho Code regarding the specific situation.

The district is obligated to make FAPE available to each eligible student in the district as follows:

1. The district shall provide FAPE to an individual who is at least three (3) years old and who qualifies for special education services unless the ~~parent and/or adult student~~ parent/adult student has refused special education services. Students aged three (3) to five (5) must have their special education services identified on an IEP since Idaho does not have state-funded preschool programs.
2. The district shall offer FAPE to parentally placed private school students in accordance to statutory and regulatory language, which states that parentally placed private school students with disabilities do not have an individual right to some or all of the special education and related services that the student would receive if enrolled in a public school.
3. A free appropriate public education shall be available to any individual child with a disability who needs special education and related services, even though the child has not failed or been retained in a course, and is advancing from grade to grade.

Note: Participation in Comprehensive Early Intervening Services neither limits nor creates a right to FAPE.

### **B. Limit to District Obligation**

1. ~~The district is not obligated to provide some or all special education and related services, if it has been offered, but a parent elected to place the student in a private school or facility.~~ A student with a disability who has been placed in a private school or facility by the parent does not have an individual right to receive all or part of the special education and related services that the child would receive if enrolled in a public school. However the district shall include that student in the population whose needs are addressed consistent with would have Child Find requirements responsibilities. See Chapter 9 for more information.
2. ~~Students who are home schooled and dually enrolled are considered private school students for the purposes of dual enrollment. The same procedures would be available to these students as parentally placed private school students who are dually enrolled.~~ Students who are homeschooled are considered nonpublic students for the purpose of dual enrollment, however a student being homeschooled is not considered a private school student. Students who are dually enrolled in a school district's general education program may be considered for a Section 504 plan if needed to provide supports and/or accommodations for those general education courses for which they are enrolled. A student who is enrolled in a virtual public school is not considered a homeschooled student for the duration that they attend that virtual public school.

Homeschool students who are dually enrolled are considered to be nonpublic school students. The district shall allow homeschool students who are eligible for special education and who are otherwise qualified to participate in school programs under the dual enrollment law to:

1. enroll in general education courses under the same criteria and conditions as students without disabilities; and
2. receive accommodations in the general education courses for which they are enrolled on a Section 504 plan, if needed.

Homeschool students may not dually enroll solely for special education and/or related services. The dual enrollment statute does not establish an entitlement to FAPE for a student with a disability. This means that there is no individual right to receive some or all special education services that the student would receive if enrolled in public school.

### C. When District Obligation to Provide FAPE Ends

The District's obligation to provide FAPE to a student ends:

1. At the completion of the semester in which the student turns twenty-one (21) years old;
2. when the student meets the district requirements that apply to all students for receipt of a regular high school diploma; a regular high school diploma does not include an alternative degree that is not fully aligned with the Idaho Content Standards or Idaho Core Standards, such as a certificate or a general educational development credential (GED); or
3. when the student no longer meets the eligibility criteria for special education services, as determined by the team after a reevaluation; or
4. when a parent/adult student has revoked consent for the continued provision of special education services.

### D. Temporary Suspension of FAPE

The district is not required to provide FAPE to an eligible student during the suspension of ten (10) cumulative school days or less during a school year (unless the district provides services to students who are not disabled who are so suspended); however, FAPE must be provided following this ten (10) day exception.

## Section 3. FAPE Considerations

### A. Case Law Interpretations of FAPE

The courts have further defined the term FAPE as a result of lawsuits between parents and districts. In 1982, the United States Supreme Court ruled in the case of *Hendrix Board of*

Education of the Hendrick Hudson Central School District, et al. v. Rowley, et al. Hudson Central School District Board of Education v. Rowley. This landmark case set a standard for FAPE that is commonly referred to as the *Rowley Standard*. The *Rowley* decision defines FAPE as including these two components:

1. an IEP developed in adequate compliance with the IDEA 2004 procedures; and
2. an IEP reasonably calculated to enable the student to receive educational benefit.

The *Rowley* decision also states that, if a student is being educated in the general education classroom, the IEP should be reasonably calculated to enable the student to achieve passing marks and advance from grade to grade, although passing grades are not determinative that FAPE has been provided.

### **B. Applicability to Charter and Alternative Schools**

Federal law requires the district to provide students with disabilities educational choices comparable to those choices offered to students without disabilities. These choices include the opportunity to attend a public charter school or alternative public school. Students enrolled in public charter and alternative schools are entitled to FAPE and retain all the rights and protections that are available under the IDEA 2004.

### **C. Applicability to Detained Youth**

Students with disabilities or suspected disabilities who are detained in city or county jails, juvenile detention centers, juvenile correctional facilities, or in Idaho prisons are entitled to FAPE.

1. Services to Youth Detained in City or County Jails

The district in which the facility is located has the responsibility for Child Find and the provision of FAPE to eligible youth.

2. Services to Youth Detained in Juvenile Detention Centers (JDC)

The district in which the facility is located has the responsibility for the provision of FAPE to eligible youth. Typically, detention in a JDC is short term, and the student most likely returns to his or her home district. If a district has a student who is detained in a JDC not located within the district boundaries, the district may find it beneficial to coordinate school assignments through the JDC's education staff while the student is in the facility.

3. Services to Youth Placed in the Custody of the Department of Juvenile Corrections (DJC)

When a student is placed in the custody of the Department of Juvenile Corrections, the responsibility for the provision of FAPE resides with the Department of Juvenile Corrections.

4. Services to Youth in the Custody of the Department of Correction (DOC)

When a student is placed in the custody of the Department of Correction, the responsibility for the provision of FAPE resides with the Department of Correction through an agreement between the SDE and the Department of Correction.

#### **D. Using Public and Private Insurance Funds to Provide FAPE**

If a student is covered by a parent's private or public insurance or benefits, the district may access this insurance only if the parent provides informed consent. The consent requirements are different for accessing a parent's private insurance as opposed to public insurance (such as Medicaid). ~~Each time the district proposes to access the private insurance, the district shall obtain written parental consent and inform the parent that his or her refusal to permit the district to access the private insurance does not relieve the district of its responsibility to ensure that all required services are provided at no cost to the parent.~~

If a district proposing to access a parent's public insurance to cover any of the costs associated with the provision of special education and/or related services, the district must do the following:

1. Provide written notification to the child's parents before accessing the child's or the parent's public benefits or insurance for the first time and prior to obtaining the one-time parental consent and annually thereafter. The written notification must explain all of the protections available to parents to ensure that parents are fully informed of their rights before a public agency can access their or their child's public benefits or insurance to pay for services under the IDEA. The notice must include a statement that the refusal to provide consent or the withdrawal of consent will not relieve the district's responsibility to ensure that all the required IEP services are provided at no cost to the parent. The notice must be written in language understandable to the general public and in the native language of the parent or other mode of communication used by the parent unless it is clearly not feasible to do so.
2. Obtain a one-time written consent from the parent after providing the written notification before accessing the child's or the parent's public benefits or insurance for the first time. This consent must specify (a) the personally identifiable information that may be disclosed (e.g., records or information about the services that may be provided to a particular child); (b) the purpose of the disclosure (e.g., billing for services); and (c) the agency to which the disclosure may be made (e.g., Medicaid). The consent also must specify that the parent understands and agrees that the public agency may access the child's or parent's public benefits or insurance to pay for services. Such consent may be withdrawn at any time by the parent.

3. If the child on an IEP moves into a new district, the new district responsible for providing a FAPE must provide the parents with written notice and must obtain consent before accessing the parent's public insurance.

If a district is proposing to access a parent's private insurance to cover any of the costs associated with the provision of special education and/or related services, the district must get parental consent each time the district proposes to access private insurance.

**Chapter 3**

**CHILD FIND**

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### Chapter 3 Child Find

The Child Find system involves three basic steps leading to the determination of whether or not a student has a disability and requires special education. The steps are location, identification, and evaluation. This chapter describes location and identification activities. The evaluation process is covered in Chapter 4.

#### Section 1. District Responsibility

The district is responsible for establishing and implementing an ongoing Child Find system to locate, identify, and evaluate students suspected of having a disability, ages three (3) through the semester they turn twenty-one (21), who may need special education, regardless of the severity of the disability. The district is also responsible for coordinating with the Department of Health and Welfare (DHW) regarding the Child Find system for children ages birth through two (2) years. The district may appoint an individual to coordinate the development, revision, implementation, and documentation of the Child Find system.

The Child Find system shall include all students within the district's geographic boundaries including students who are:

1. enrolled in the district public school, however this would not include a student who is placed in that public school by another district;
2. enrolled in charter and alternative schools;
3. enrolled in homeschool; ~~Note~~
4. enrolled in parentally placed private elementary and secondary schools (including religious schools) located in the district; including out-of-state parentally-placed private school children with disabilities;
5. not enrolled in elementary or secondary school, including resident children ages three (3) through five (5);
6. advancing from grade to grade;
7. highly mobile students (such as migrant and homeless as defined by the McKinney Vento Homeless Act [see Glossary]); and
8. wards of the state.

## Section 2. Locating Students

Locating students who may have disabilities involves coordinating with other agencies and promoting public awareness.

### A. Coordination

For infants and toddlers, birth through two (2) years of age, Child Find is provided by the Idaho Infant/ Toddler Program (ITP). Although lead responsibility for the ITP has been designated to the DHW, interagency agreements provide for collaboration and coordination. The district shall use local interagency agreements for efficient use of resources and ease of service accessibility for students and families.

### B. Public Awareness

The district shall take and document the necessary steps to ensure that district staff and the general public are informed of the following:

1. the availability of special education services;
2. a student's right to a free appropriate public education (FAPE);
3. confidentiality protections; and
4. the referral process.

This information may be provided through a variety of methods such as distributing brochures or flyers, including information in school or district publications, disseminating articles and announcements to newspapers, arranging for radio and television messages and appearances, speaking at faculty meetings or district in-services, and making presentations.

## Section 3. Identification

The identification component of Child Find includes screening, early intervening through a problem-solving process, and referral to consider a special education evaluation. The procedural rights under the IDEA Individuals with Disabilities Education Improvement Act of 2004 (IDEA 2004) are afforded when the student is referred for a special education evaluation by the parent and/or adult student parent/adult student or the district.

### A. Screening

Screening is an informal, although organized process, of identifying students who are not meeting or who may not be meeting Idaho Content Standards, Idaho Core Standards, or Idaho Early Learning Standards Guidelines (eGuidelines). A variety of methods may be used to screen students, including performance on statewide assessments, curriculum-based measures, daily

work in the classroom, teacher observations, hearing and vision screeners, developmental milestones, and/or kindergarten readiness measures.

Screening for instructional purposes is not an evaluation. The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services.

Although screening is an important part of the Child Find system, screening cannot be used to delay processing a referral to consider a special education evaluation where immediate action is warranted.

### **B. General Education Intervention (Comprehensive Early Intervening Services)**

Under the Local Education Agency (LEA) funding option, early intervening services are services for K-12 students who need additional academic and behavioral support to succeed in the *general education environment*. When a school's screening process reveals that a student or groups of students are at risk of not meeting the Idaho Content Standards or Idaho Core Standards, the general education problem-solving team shall consider the students' need for "supported" instructional and/or behavioral interventions in order to help the students succeed. These interventions are referred to as early intervening services or general education interventions, accommodations, and strategies. It is important to remember that students who receive early intervening services are not currently identified as needing special education or related services and do not have a right to ~~FAPE~~ a free appropriate public education. Therefore, the IDEA 2004-procedural safeguards are not applicable at this time.

Districts shall implement comprehensive coordinated services and activities that involve providing educational and behavioral evaluations, services, and supports. These services may also include professional development for teachers and other staff to enable them to deliver scientifically based academic and behavioral interventions, including scientifically based literacy instruction, and where appropriate, instruction on the use of adaptive and instructional software. Comprehensive Early Intervening Services (CEIS) should be based on whole-school approaches such as; the three-tiered model, scientifically based curriculum and instruction, positive behavior supports, and a response to intervention system.

If a district chooses to use up to 15% of IDEA Part B ~~Federal~~ funds for CEIS for students in K-12 who are not currently identified as needing special education, but who need additional support in the general education environment, additional requirements may apply that will affect maintenance of effort. In addition, if IDEA Part B funds are used, the district must annually report to the SDE:

1. The number of children receiving CEIS; and
2. The number of children who received CEIS and subsequently received special education services during the preceding two year period.

If a district is found to have a significant disproportionate representation in special education, there are additional requirements for use of funds in CEIS. Please see Chapter 10 for more information on CEIS.

### **C. General Education Problem Solving**

#### **1. Establishing a Problem-Solving Team**

The district shall establish a problem-solving team and a process to plan accommodations and interventions in general education and to ensure that referrals to consider a special education evaluation are appropriate. Team membership is established by the school or the district and would likely involve general educators and administrators, and could include counselors, specialists, and special education personnel. While ~~parent and/or adult student~~ parent/adult student involvement is valuable and encouraged, the district is not required to include the ~~parent and/or adult student~~ parent/adult student on the team.

When problem solving involves a child ~~3-5~~ three to five (3-5) years of age, the team should seek input from family members, child care programs, private preschools, or Head Start Programs, as appropriate. An early childhood problem-solving process needs to consider early childhood environments and the preschool student's need for supported instructional interventions in order for the student to participate in appropriate activities. IDEA Part B funds cannot be used to provide CEIS to preschoolers.

#### **2. Referrals to the Problem-Solving Team**

Referrals to the problem-solving team may come from a variety of sources including parents, students, other family members, public or private school personnel, agencies, screening programs, or as a result of annual public notice.

Referrals may be made for a variety of reasons dealing with academic and behavioral concerns and may involve, but are not limited to, teaching strategies, material accommodations, social skills training, cooperative learning concepts, classroom organization, and scheduling.

#### **3. Interventions**

- a. Interventions in general education or an early childhood environment shall be attempted before a student is referred to an evaluation team, unless ~~an~~ the student's performance indicates an evaluation is warranted ~~evaluation is needed immediately or a parent makes a request for a referral for a special education evaluation.~~

- b. Interventions shall be of sufficient scope and duration to determine the effects on the student's educational performance and should be clearly documented.
  - c. Documentation of the success or failure of accommodations and interventions shall be reviewed and discussed by the problem-solving team.
4. Problem-Solving Team Decisions Following General Education Intervention

Based on a review of data and information presented by the referring party and others, the team has several decision options. In the case of a preschool student, data and information shall be gathered and reviewed from such settings as child care programs, private preschools, Head Start Programs, or the home. Following an intervention, the problem-solving team shall review progress monitoring data from the intervention and other relevant information to determine what action is warranted. The team considers a variety of options, including whether to:

- a. continue the general education intervention because the student is making adequate progress but needs more time to reach goals;
- b. continue the intervention in a modified form;
- c. explore services or programs outside of special education (such as Title I of the Elementary and Secondary Education Act, including English language programs; Section 504 accommodations; counseling); or
- d. make a referral to consider a special education evaluation.

Although problem-solving activities are an important part of the system, they cannot be used to delay processing a referral for consideration of a special education evaluation where immediate action is warranted. Either a parent or a public agency may initiate a request for an initial evaluation. If a parent initiates a referral for a special education evaluation, the evaluation cannot be delayed or denied due to the child not completing the general education intervention process.

#### **Section 4. Referral to Consider a Special Education Evaluation**

##### **A. Evaluation Team**

The evaluation team is the group of people established by the IDEA 2004 that has the responsibility for making decisions regarding evaluation, assessments, and eligibility. The composition of the evaluation team will vary depending on the nature of the student's suspected disability and other relevant factors. The evaluation team shall include the same membership (although not necessarily the same individuals) as the IEP team and other professionals as needed to ensure that appropriate, informed decisions are made.

Unlike an IEP team, an evaluation team has the flexibility of conducting business with or without a meeting. The case manager can gather input from evaluation team members in a variety of ways. The ~~parent and/or adult student~~ parent/adult student shall be included in the evaluation team and shall be given the opportunity to indicate whether he or she wishes the team to hold a meeting with all members attending.

## B. Referrals to Consider Special Education

The procedure for handling referrals to consider a special education evaluation for students suspected of having a disability includes the following:

1. Unless immediate action is warranted and documented, a referral to consider a special education evaluation is sent to the evaluation team *after* the problem-solving team has determined:
  - a. the student's response to research-based interventions in general education (or age-appropriate activities for preschool) has not resulted in adequate progress; and
  - b. language and cultural issues are not the main source of the student's academic or behavioral discrepancy from peers.
2. A *Referral to Consider a Special Education Evaluation/Reevaluation* form shall be completed.
3. Procedural safeguards are activated when a referral is made to consider a special education evaluation. If the referral came from someone other than the ~~parent and/or adult student~~ parent/adult student (see Glossary) the ~~parent and/or adult student~~ parent/adult student shall be notified. In either case, the ~~parent and/or adult student~~ parent/adult student shall be provided with a copy of the *Procedural Safeguards Notice*. At the same time, the ~~parent and/or adult student~~ parent/adult student shall be afforded an opportunity to provide input regarding the need for and scope of the initial evaluation, including the opportunity to hold a meeting if desired.
4. The evaluation team (including the ~~parent and/or adult student~~ parent/adult student) reviews all available records, including family and health history, past school experiences, the results of general education interventions, and previous assessments and evaluations. The evaluation team shall decide what additional assessments, if any, are needed. This review and determination process can take place at a face-to-face meeting of the evaluation team or through an alternate format, unless the ~~parent and/or adult student~~ parent/adult student desires that a meeting be held.
  - a. If the evaluation team determines that an evaluation is warranted, written notice shall be provided to the ~~parent and/or adult student~~ parent/adult student

describing the proposed evaluation and written consent shall be obtained from the ~~parent and/or adult student~~ parent/adult student.

- b. If the evaluation team determines that an evaluation is not warranted at this time, the team should seek other avenues for services to meet the student's needs. The person initiating the referral, if other than the ~~parent and/or adult student~~ parent/adult student, may be informed as to why the evaluation is not being conducted. Written notice of the district's refusal to evaluate a student for special education services shall be provided to the ~~parent and/or adult student~~ parent/adult student when he or she makes a referral for a special education evaluation and the district determines that the evaluation is not warranted.

Note: Districts are prohibited from requiring that a student obtain a prescription for a substance covered by the Controlled Substances Act as a condition of attending school, receiving an evaluation, or receiving services under the IDEA 2004.

See Chapter 4 for more information on evaluation and eligibility.

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Chapter 4

EVALUATION AND ELIGIBILITY

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## Chapter 4 Evaluation and Eligibility

Chapter 3 discusses Child Find procedures used to locate and identify students with suspected disabilities. This chapter contains the requirements for the special education evaluation and eligibility process, from referral to consider special education through to the determination of eligibility. The Idaho State Department of Education has provided State Eligibility Criteria for special education services for eligibility consistent with IDEA for districts to use while determining eligibility.

### Section 1. Evaluation Team

The evaluation team is a group of people outlined by IDEA 2004 with the responsibility to make decisions regarding evaluation, assessments, and eligibility. This team includes the same membership as the individualized education program (IEP) team (although not necessarily the same individuals) and other qualified professionals as needed to ensure that appropriate and informed decisions are made. The specific composition of the evaluation team reviewing existing data will vary depending upon the nature of the student's suspected disability and other relevant factors. The ~~parent and/or adult student~~ parent/adult student is a member of the evaluation team and shall be provided an opportunity to provide input and participate in making team decisions. The evaluation team may conduct its review without a meeting unless the ~~parent and/or adult student~~ parent/adult student requests that a meeting be held.

#### Additional Membership Requirements:

The determination of whether a student suspected of having a *specific learning disability* shall be made by the student's parents and a team of qualified professionals, which shall include:

1. The student's regular teacher; or if the child does not have a regular teacher, a regular classroom teacher qualified to teach a child of his or her age; and
2. ~~At least one person qualified to conduct individual diagnostic examinations of children, such as a school psychologist, or speech language pathologist, or remedial reading teacher.~~ A school psychologist is a required member of the team. When considering oral expression and listening comprehension, a speech language pathologist is a required member who may collaborate with or replace the school psychologist as the professional required to conduct and interpret evaluative examinations

### Section 2. Purpose of an Evaluation

The purpose of the evaluation process is to determine the eligibility of a student for special education services. This pertains to both initial determination and three year review of eligibility,

or re-evaluation. It is also a process for gathering important information about a student's strengths and service needs. An evaluation process ~~shall~~ ~~should~~ include a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the student, including information provided by the parent.

### A. Definitions

Although the terms "evaluation" and "assessment" are often interchanged, there are significant differences between the meaning of the two terms. In an effort to clarify, the terms are defined as follows:

1. Evaluation refers to procedures used to determine whether a child has a disability and the nature and extent of the special education and related services that the child needs. The screening of a student by a teacher or specialist to determine appropriate *instructional* strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services.
2. Assessment is integral to the evaluation process and includes the formal ~~and~~ ~~or~~ informal processes of systematically observing, gathering, and recording credible information to help answer evaluation questions and make decisions. A test is one method of obtaining credible information within the assessment process. Tests may be standardized or non-standardized, criterion-referenced (e.g. curriculum-based measures) or norm-referenced, and usually elicit responses from students to situations, questions, or problems to be solved. Assessment data may also include observations, interviews, medical reports, data regarding the effects of general education accommodations and interventions, and other formal or informal data.

### B. Evaluation Components

The district shall conduct a full and individual initial evaluation before the provision of special education and related services are provided to a student suspected of having a disability. A parent or a public agency may initiate a request for an initial evaluation to determine eligibility.

To be eligible for services under the IDEA2004, a student must have a disability that:

1. meets the Idaho state disability criteria as established in this Manual;
2. adversely affects educational performance; and
3. results in the need for ~~special education, that is,~~ specially designed instruction and related services.

~~This initial evaluation will consist of procedures to collect assessment information to determine whether:~~

- ~~1. the student has a disability according to the established Idaho criteria;~~
- ~~2. the student's condition adversely affects academic performance; and~~
- ~~3. the student needs special education, that is specially designed instruction and related services;~~

In addition, the information from the evaluation can be used to consider the following:

1. the nature and extent of special education and related services needed by the student in order to participate and progress in the general education curriculum or curriculum aligned to the Idaho Content Standards, or the ~~Idaho Early Learning Standards~~ Idaho Early Learning Guidelines (eGuidelines); and
2. the least restrictive environment (LRE) for the student.

The above information also pertains to evaluations for determining Part B eligibility for children transitioning from the Infant/Toddler Program (ITP).

### Section 3. Written Notice and Consent for Assessment

Written notice shall be provided and informed consent shall be obtained before assessments are administered to a student as part of an evaluation.

#### A. Written Notice Requirements

Written notice shall be provided to the ~~parent and/or adult student~~ parent/adult student within a reasonable time before the district proposes to initiate the evaluation or re-evaluation of a student. Written notice shall be in words understandable to the general public. It shall be provided in the native language or other mode of communication normally used by a ~~parent and/or adult student~~ parent/adult student unless it is clearly not feasible to do so.

If the native language or other mode of communication is not a written language, the district shall take steps to ensure the following:

1. The notice is translated orally or by other means in the native language or other mode of communication;
2. The ~~parent and/or adult student~~ parent/adult student understands the content of the notice; and
3. There is written evidence that the above two requirements have been met.

The written notice shall include the following:

1. a description of the evaluation or reevaluation proposed or refused by the district;
2. an explanation of why the district proposes to evaluate or reevaluate the student;
3. a description of any other options the district considered and the reasons why those options were rejected;
4. a description of each assessment procedure, test, record, or report that the district used as a basis for the proposed or refused evaluation or reevaluation;
5. a description of any other factors relevant to the evaluation or reevaluation;
6. a statement that the ~~parent and/or adult student~~ parent/adult student has special education rights and how to obtain a copy of the *Procedural Safeguards Notice* (Note: If this is the initial evaluation, the parents should get a copy of the procedural safeguards with the initial notice of the special education evaluation); and
7. sources for parents to contact in obtaining assistance in understanding the *Procedural Safeguards Notice*.

Written notice shall be provided to the ~~parent and/or adult student~~ parent/adult student within a reasonable time in the following instances:

1. to conduct any additional assessments and review initial information ~~for~~ as part of the initial evaluation or reevaluation;
2. to explain refusal to initiate assessment; and
3. when the evaluation team determines that additional assessments are not required

See Chapter 11 for more information on written notice.

## **B. Consent Requirements**

1. Definition of Consent: Consent means that the ~~parent and/or adult student~~ parent/adult student:
  - a. has been fully informed in his or her native language or other mode of communication of all information relevant to the assessment for which consent is sought;

- b. understands and agrees in writing (as indicated by signature) to the activities described; and
- c. understands that granting of consent is voluntary ~~on the part of the parent. A parent and/or adult student has provided consent shall understand that granting consent is voluntary~~ and may be revoked in writing at any time *before* the assessment is completed. However, once the assessment has been completed, revocation of consent cannot be used to have the assessment disregarded.

2. Consent for initial evaluation

1.

- a. Informed written consent shall be obtained from the ~~parent and/or adult student~~ parent/adult student before the district conducts assessments as a part of an initial evaluation of the student to determine if he or she qualifies as a child with a disability;

2.

- b. Parental consent for initial evaluation should not be construed as consent for initial provision of special education and related services;

3.

- c. The school district shall make reasonable documented efforts to obtain the informed consent from the parent for an initial evaluation to determine whether the child has a disability and to identify the educational needs of the child. If a parent refuses consent, the district does not violate its obligation to provide FAPE if it declines to pursue the evaluation. If the parent does not provide consent, the district may offer an SDE facilitated meeting, mediation, or request a due process hearing to challenge the decision.

4.

- d. If the child is a ward of the State and is not residing with the child's parent, the district is not required to obtain informed consent from the parent for an initial evaluation to determine eligibility if:

a.

- 1) despite reasonable efforts to do so, the district cannot locate the parent;

b.

- 2) the rights of the parents of the child have been terminated in accordance with Idaho law; or

e.

- 3) the rights of the parent to make educational decisions have been subrogated by a judge in accordance with Idaho law and consent for initial evaluation has been given by an individual appointed by the judge to represent the child.

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- e. If a district is using any data gathered during general education interventions for a student suspected of being a student with a disability, and that data may be used for a later eligibility determination, the district shall promptly request consent to evaluate the student.

**C. Consent ~~and/or Written Notice~~ for Reevaluation**

1. Written consent shall be sought for reevaluation that requires new assessments. Reevaluation consisting solely of review of existing data does not requires written notice.
2. Informed parental consent for a reevaluation need not be obtained if the public agency can demonstrate through documentation that it made reasonable efforts to obtain consent and the child's parent has failed to respond.

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**D. When Consent Is Not Required**

Parental consent is *not* required for:

1. the review of existing data as part of an evaluation or reevaluation;
2. the administration of a test or other assessment that is administered to all students, unless consent is required of parents of all students;
3. teacher or related service provider observations, ongoing classroom evaluations, or criterion-referenced tests that are used to determine the student's progress toward achieving goals on the IEP; and
4. screening by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation, which may include group or individual curriculum-based or norm-referenced measures.

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**E. Refusing Consent or Failure to Respond to a Request for Consent**

1. The ~~parent and/or adult student~~ parent/adult student can refuse consent for ~~general areas of assessment(s), for specific procedures, or for assessment altogether.~~
2. For an initial evaluation, if consent is refused or the ~~parent and/or adult student~~ parent/adult student fails to respond, the student cannot be assessed. However, the district may request SDE facilitation, mediation, or a due process hearing. If the mediation results in consent to assess, or if a hearing officer's decision indicates that assessment is appropriate and there is no appeal, then the student may be assessed. However, the district does not violate its obligations to provide FAPE if it declines to pursue the evaluation. ~~In such case, the district shall maintain documentation of its~~



~~attempts to get consent from the parent. The district shall not initiate initial provision of services without written consent from the parent and shall not pursue due process for initial provision of services.~~ Consent for the initial evaluation shall not be construed as consent for the initial provision of special education services should the student be deemed eligible.

3. If a parent of a child who is homeschooled or placed in a private school by the parents at their own expense does not provide consent for initial evaluation or reevaluation, or the parent fails to respond to a request to provide consent, the district may not use SDE mediation or due process procedures in order to gain consent and the district is not required to consider the child eligible for services.

Note: A district shall not use a parent's refusal for consent to one service or activity to deny the parent or student any other service, benefit, or activity.

See Chapter 11 for more information on consent and reasonable efforts.

**E**

#### **F. Timeline**

The time between receiving written consent for initial assessment and ~~implementing the IEP eligibility determination~~ cannot exceed sixty (60) calendar days, excluding periods when regular school is not in session for five (5) or more consecutive school days. The time between eligibility determination and ~~the development and implementation~~ of the IEP cannot exceed thirty (30) calendar days. The implementation of the IEP shall not exceed thirty (30) calendar days from the eligibility determination, unless all parties agree to an extension. For children transferring from ITP, eligibility shall be determined and an IEP developed by the child's third birthday. If a child turns three during the summer, and the child does not require Extended School Year (ESY) services, special education and related services may begin in the new school year.

In unusual circumstances, all parties may agree in writing to an extension of the sixty (60) day period for the purpose of initial assessment. These circumstances may include the following:

1. The child enrolls in a school in another school district after the sixty (60) day timeline began and prior to the determination by the child's eligibility in the previous school district. If the new school district is making sufficient progress in determining eligibility, the parent and district may agree to a different timeline.
2. The parent repeatedly fails or refuses to produce the student for an evaluation after the district has made reasonable efforts to schedule an evaluation.

#### Section 4. Information from Other Agencies or Districts

Consent for release of information shall be received before the district seeks to obtain information about the student from other agencies, unless otherwise authorized by law. Upon receipt of consent, the case manager will send letters requesting information to individuals or agencies that have relevant information about the student. A copy of the signed consent form for release of information shall be included with the letters and a copy shall be retained in the student's confidential file. Sources of this additional information may include records from health and social service agencies, private preschool programs, legal service agencies, and non-school professionals such as physicians, social workers, and psychologists.

Federal laws and regulations do not require consent for the district to:

1. request information from other districts that the student has attended; or
2. send information to other districts in which the student intends to enroll.

For children transferring from the ITP, eligibility shall be determined and the IEP developed by the date that the child turns three (3) years of age. See Chapter 5 and Appendix 5B for additional information on collaboration with the ITP throughout the transition process.

#### Section 5. Evaluation and Eligibility Determination Procedures

##### A. Areas to Assess

The student shall be assessed in all areas related to the suspected disability, which includes areas such as functional, developmental, and academic skills needed to participate and progress in the general education curriculum. If needed, qualified personnel shall conduct an individual assessment of assistive technology needs, including a functional evaluation in the individual's customary environment. The evaluation of each student ~~with suspected to be a student with a~~ disability shall be full and individualized and sufficiently comprehensive to identify all of the student's suspected special education and related service needs whether or not commonly linked to the disability category in which the student may be classified. For youth with IEPs, no later than age sixteen (16), above, if secondary transition services are needed, appropriate transition assessments shall be conducted. Beginning with the IEP to be in effect when a student is sixteen (16) years old (or younger if determined appropriate by the IEP team), appropriate transition assessments shall be conducted.

Evaluation teams shall be especially mindful of cultural and linguistic differences during the evaluation and eligibility process. Caution is advised in the selection of informal or formal assessments that are nonbiased, administration of assessments, interpretation, and application of

outcomes in order to appropriately identify culturally or linguistically diverse students for special education services.

See Appendix 4 for more guidance on determining eligibility for culturally and linguistically diverse students.

### **B. Determination of Needed Initial or Reevaluation Data**

As part of an initial evaluation or reevaluation, the evaluation team ~~shall~~ will review existing evaluation data regarding the student including: ~~depending on the student's suspected disability and other relevant factors including:~~

1. assessments and information provided by the ~~parent and/or adult student~~ parent/adult student concerning the student;
2. current classroom-based assessments and observations, and/or data regarding the student's response to scientific research-based interventions;
3. observations by teachers and related service providers; and
4. results from statewide and district wide testing.

Based on that review, and input from the ~~parent and/or adult student~~ parent/adult student, the evaluation team will decide on a case-by-case basis what additional data, if any, are needed to determine:

1. whether the student meets eligibility criteria for special education;
2. the student's present levels of academic and functional performance, including academic achievement and related developmental needs of the student;
3. whether the student needs specially designed instruction ~~education and related services~~; or
4. whether any additions to the special education and related services are needed to enable the student to:
  - a. meet the measurable annual goals set out in the student's IEP; and
  - b. be involved in and progress in the general education curriculum (or participate, as appropriate, in the general education curriculum (for-preschool students, to participate in appropriate activities).

If the evaluation team determines additional assessments are not required for the purpose of determining whether the student meets eligibility criteria during an initial evaluation or a reevaluation, the district shall provide written notice to the ~~parent and/or adult student~~ parent/adult student of the decision and the reasons for that decision. The ~~parent and/or adult student~~ parent/adult student shall also be informed of his or her right to request assessments to determine eligibility and to determine the child's educational needs. The district will provide written notice if a parental request for additional assessment is denied.

### C. Assessment Procedures and Instruments

The district shall ensure the evaluation or reevaluation meets the following requirements:

1. The child shall be assessed in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, motor abilities, and transition needs.
2. Assessments and other materials shall be selected and administered so as not to be discriminatory on a racial or cultural basis.
3. Assessments and other materials shall be provided and administered in the student's native language, and in the form most likely to yield accurate information on what the student knows and can do academically, developmentally and functionally unless it is not feasible to provide or administer ~~do so~~. Attempts to provide a qualified examiner in the student's native language or mode of communication shall be documented.

In all direct contact with a student, the language normally used by the student in the home or learning environment shall be used. For an individual with deafness or blindness, or for an individual with no written language, the mode of communication is that which is normally used by the individual (e.g., sign language, Braille, or oral communication).

4. Materials used to assess a student with limited English proficiency shall be selected and administered to ensure that they measure the extent to which the student has a disability and needs special education, rather than solely measuring the student's English language skills. (See Appendix 4C for further information.)
5. A variety of assessment tools and strategies shall be used to gather relevant academic, ~~developmental~~ developmental and functional information about the student, including information provided by the ~~parent and/or adult student~~ parent/adult student and information related to enabling the student to be involved in and progress in the general education curriculum (or, for a preschooler, to participate in appropriate activities).

6. Assessments are used for the purposes for which the assessments or measures are valid and reliable.
7. Assessments shall be administered by trained and knowledgeable personnel in accordance with any instructions provided by the producer of the tests.
8. Assessments and other evaluation materials shall include those tailored to assess specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient or standard score.
9. Assessments shall be selected and administered to ensure that if a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (unless those are the factors that the test purports to measure).
10. No single measure or assessment may be used as the sole criterion for determining whether a student is a student with a disability and for determining an appropriate educational program for the student.
11. The district shall use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors in addition to physical or developmental factors.
12. The district shall provide and use assessment tools and strategies that produce relevant information that directly assists persons in determining the educational needs of the student.
13. All services and assessments shall be provided at no expense to the ~~parent and/or adult student~~ parent/adult student.
14. Assessments of children with disabilities who transfer from one public agency to another public agency in the same school year are coordinated with the child's prior and subsequent schools to ensure prompt completion of the full evaluation.
15. The evaluation shall be full and individualized and sufficiently comprehensive to identify all of the child's special education and related service needs, whether or not commonly linked to the disability category.

#### **D. Eligibility Determination**

1. Upon completion of the student's initial evaluation or reevaluation, the evaluation team will consider the findings and determine whether the student meets or continues

to meet eligibility criteria found in Section 7 of this chapter. The evaluation team will draw upon information from a variety of sources, ~~such as including aptitude and achievement~~ norm-referenced, standardized tests, parent and/or adult student parent/adult student input, teacher input, physical condition, social or cultural background, adaptive behavior, and functional assessments to interpret evaluation data and determine eligibility.

## 2. Special Rule for Eligibility Determination

A student cannot be identified as a student with a disability if the primary reason for such a decision is:

1.
  - a. lack of appropriate instruction in reading, including the essential components of reading instruction as defined by the Elementary and Secondary Education Act—phonemic awareness, phonics, vocabulary development, reading fluency, including oral reading skills and reading comprehension strategies,
  - b. lack of appropriate instruction in math, or
  - c. Limited English Proficiency.

### Related Services:

#### 3. Related Services

Related services means transportation and such developmental, corrective, and other supportive services as are required to assist a child with a disability to benefit from special education. An IEP team may determine that a student found eligible for special education has a need for a related service. However, if a student with a disability needs only a related service and not special education, then the student is not eligible for the related service, unless it is considered to be special education under State standards, as in the case of speech therapy and language therapy.

## **E. The Eligibility Report**

The evaluation team shall prepare an Eligibility Report and provide a copy of the report to the ~~parent and/or adult student~~ parent/adult student.

The Eligibility Report shall include:

1. names and positions of all evaluation team members;

2. information regarding the student's need for specially designed instruction (special education and related services);
3. confirmation and supporting data that the disability is not primarily due to lack of appropriate instruction in reading, including the essential components of reading — phonemic awareness, phonics, vocabulary development, reading fluency, including oral reading skills and reading comprehension strategies or math;
4. information about how the student's disability adversely affects his or her educational performance;
5. all data on the student as required in the State Eligibility Criteria for the area of suspected disability;
6. confirmation and supporting data that the student's learning difficulties ~~disability~~ are not primarily due to Limited English Proficiency;
7. the date of the eligibility determination;
8. the name and position of all those administering assessments-; and
9. in ~~in~~ the case of Specific Learning Disability eligibility determination, certification in writing that the report reflects each member's conclusions (agreement), and in the case of team member disagreement with the conclusions, a written statement shall be attached to the eligibility report presenting the dissenting team member's conclusions-

## Section 6. Reevaluation and Continuing Eligibility

### A. Reevaluation Requirements

The district shall ensure that an individual reevaluation of each student with a disability is conducted in accordance with all the required evaluation procedures outlined in this chapter.

A reevaluation:

1. shall occur at least once every three (3) years unless the ~~parent and/or adult student~~ parent/adult student and the district agree in writing that a three 3-year reevaluation is not necessary. However, an updated Eligibility Report, documenting all eligibility criteria, shall be completed by the reevaluation due date to establish and document continuing eligibility;

2. a reevaluation is not required more than once per year unless the ~~parent and/or adult student~~ parent/adult student and the district agree otherwise. If the parent makes a request within the year and the district does not agree, the district shall send written notice of refusal.

The district shall ensure a reevaluation is conducted more frequently than every three (3) years if:

1. it is determined that the education or related service needs, including academic achievement and functional performance, of the student warrants a reevaluation; or
2. if the ~~parent and/or adult student~~ parent/adult student or the student's teacher requests a reevaluation.

### **B. Reevaluation Prior to Discontinuation**

1. The district shall evaluate a student with a disability before the team determines ~~determining~~ that the student is no longer eligible for special education.
2. Reevaluation is not required in the following two circumstances:
  - a. before the termination of a child's eligibility due to graduation, if the student meets comparable academic requirements that are equally as rigorous as those required of nondisabled students and receives a regular diploma;
  - b. the student has reached the end of the semester in which he or she turns 21 years of age.

Note: Although a reevaluation is not required in these two cases, the district shall provide the student with a summary of his or her academic achievement and functional performance, including recommendations on how to assist the student in meeting his or her post school goals.

### **C. Informing the Parent ~~and/or~~ Adult Student**

Approximately one month before the reevaluation is due, contact shall be made with the ~~parent and/or adult student~~ parent/adult student informing him or her that:

1. the reevaluation will be scheduled within the month, unless the district and ~~parent and/or adult student~~ parent/adult student agree it is unnecessary; and
2. input will be sought from the ~~parent and/or adult student~~ parent/adult student; ~~and~~.
3. ~~the reevaluation process may be accomplished without a meeting, although the parent and/or adult student has the option of requesting a meeting.~~



Note: The IDEA allows the process of reviewing existing data and determining what, if any, additional, assessments are required without a meeting.

#### **D. Nature and Extent of Reevaluation**

Before any reassessment of the student, the evaluation team will determine the nature and extent of the student's needs by reviewing existing data. See Section 5 of this chapter for more information regarding the determination of needed data.

##### 1. No Additional Information Needed

- a. If the evaluation team decides that no additional assessments are needed to determine whether the student continues to be eligible for special education services ~~be a student with a disability~~, the district shall provide written notice to the ~~parent and/or adult student~~ parent/adult student of his or her right to request further assessment. ~~to determine whether the student continues to have a disability for the purpose of services under the IDEA 2004.~~
- b. If the ~~parent and/or adult student~~ parent/adult student requests an additional assessment to determine whether the student continues ~~to have a disability~~ meet criteria for special education services under the IDEA 2004, then the district shall conduct the assessment.
- c. If the ~~parent and/or adult student~~ parent/adult student requests an additional assessment for reasons other than eligibility, such as admission to college, then the district shall consider the request and provide written notice of its decision.

##### 2. Additional Assessments Needed

Based on recommendations from the evaluation team, the district will seek consent to administer the needed assessments and provide the ~~parent and/or adult student~~ parent/adult student with written notice ~~information~~ regarding proposed assessments. If the ~~parent and/or adult student~~ parent/adult student fails to respond after the district has taken reasonable measures to obtain consent for assessments as part of a reevaluation, the district may proceed with the assessments. The district shall maintain documentation of its measures to seek consent. See section 3B of this chapter for a definition of reasonable measures.

If the ~~parent and/or adult student~~ parent/adult student denies consent to reassess, the student cannot be assessed. However, the district may request SDE mediation or a due process hearing. If the mediation results in consent to assess, or if a hearing officer's decision indicates the assessment is appropriate and there is no appeal, then

the student may be assessed. All reevaluation procedures shall be provided at no cost to the ~~parent and/or adult student~~ parent/adult student.

### E. Eligibility Report for Reevaluations

The evaluation team will consider evaluation findings and determine whether the student continues to ~~have a disability~~ meet criteria for special education services.

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The evaluation team is required to prepare an Eligibility Report detailing how review of existing data demonstrates that the student continues to meet eligibility requirements even if no new assessments were conducted. The report shall address each required eligibility component and include results of previous assessments if they are being used to determine eligibility. Refer to Section 5 of this chapter for *I* requirements.

### Section 7. State Eligibility Criteria

The district will use the eligibility criteria and assessment procedures set forth by the SDE for placement in special education. This section contains a definition and the eligibility criteria for each specific disability that shall be used to determine whether an individual qualifies as a student with a disability in need of special education.

All disabilities except Specific Learning Disability (SLD) and Developmental Delay (DD) are applicable for students three (3) through twenty-one (21) years of age. For Specific Learning Disability, students must be legal kindergarten age through twenty-one (21) years. Only students ages three (3) through nine (9) can be identified in the Developmental Delay (DD) category. Use of the DD category is optional for the district. If the district elects to use the DD category, it applies only to students from age will use the three (3) through 9 up until their tenth (10<sup>th</sup>) birthday age range, and in addition to the criteria outlined in this chapter.

#### A. Three-Prong Test of Eligibility

To demonstrate eligibility for special education services all three of the following criteria shall be met and documented. This is often called the three-prong test for eligibility.

The Eligibility Report shall document each of the following three criteria:

1. ~~the eligibility requirements established by the state for a specific disability are met~~ the student has a disability according to the established Idaho criteria;
2. ~~the disability must have an adverse impact on the student's education, and the student's condition adversely affects~~ academic educational performance; and

- ~~3. the student must need special education in order to benefit from his or her education the student needs special education, that is, specially designed instruction and related services;~~

Meets State Eligibility Requirements: The state eligibility requirements for specific disabilities are listed in this chapter.

~~Experiences Adverse Effect on Educational Performance: The term “adverse effect on educational performance” is broad in scope. An adverse effect is a harmful or unfavorable influence. Educational performance includes both academic areas (reading, math, communication, etc.) and nonacademic areas (daily life activities, mobility, pre-vocational and vocational skills, social adaptation, self-help skills, etc.). Consideration of all facets of the student’s condition that adversely affect educational performance involves determining any harmful or unfavorable influences that the disability has on the student’s academic or daily life activities.~~

Adverse Impact: A determination made by the evaluation team that the student’s progress is impeded by the disability to the extent that the student’s educational performance measures significantly and consistently below the level of similar age peers preventing the student from benefiting from general education. Educational performance refers the student’s performance in academic achievement, developmental and or functional skills. The phrases “adverse impact” and “adverse effect” are used interchangeably in this Manual and have the same meaning.

~~Needs Special Education-Specially Designed Instruction: Special education is specially designed instruction, provided at no cost to the parents, to meet the unique needs of a student with a disability. Specially designed instruction means adapted, as appropriate to meet the needs of an eligible student, the content, methodology, or delivery of instruction to address the unique needs of the student that result from the student’s disability and to ensure access of the child to the general curriculum so that he or she can meet Idaho Content Standards that apply to all students.~~

## **B. Disability Categories**

### **1. Autism Spectrum Disorder**

**Definition:** An Autism Spectrum Disorder is a developmental disability, generally evident before age 3 in the early developmental period, significantly affecting verbal and or nonverbal communication and social interaction, and adversely affecting educational performance. ~~A student who manifests the characteristics of autism after age 3 could be diagnosed as having autism.~~

1.

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2. a. Persistent deficits in social communication and social interaction across multiple contexts, currently or by history:
3. b. Symptoms must be present in the early developmental period, but may not become fully manifest until social demands exceed limited capacities, or may be masked by learned strategies in later life.
4. c. Other characteristics often associated with autism include, but are not limited to, engagement in repetitive activities and stereotyped movements, resistance to environmental change or change in daily routines, and ~~unusual responses~~ hyper- or hypo-reactivity to sensory experiences input.
- d. Characteristics vary from mild to severe as well as in the number of symptoms present and are not primarily the result of intellectual disability, developmental delay, or an emotional disturbance. ~~Diagnoses may include, but are not limited to, the following autism spectrum disorders: Childhood Disintegrative Disorder, Autistic Disorder, Asperger's Syndrome, or Pervasive Developmental Disorder: Not Otherwise Specified (PDD:NOS).~~

**State Eligibility Criteria for Autism:** An evaluation team will determine that a student is eligible for special education services as a student with autism when all of the following criteria are met:

1. a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted;
2. b. The student has a developmental disability, generally evident ~~before age 3~~ in the early developmental period that significantly affects social communication and social interaction; ~~communication and social interaction~~;
3. c. The student ~~is diagnosed as having a disorder in the~~ must meet the disability definition (above) of an autism spectrum disorder as determined by an evaluation team to include a school psychologist and a speech-language pathologist; or ~~diagnosed in a clinical setting by a psychiatrist, a physician, or a licensed psychologist; A team must consider a private evaluation or diagnosis provided by a parent from a psychiatrist, a physician or a licensed psychologist as meeting the definition of autism spectrum disorder.~~
4. d. The student's condition adversely affects educational performance;
5. e. The student needs specially ~~education~~ designed instruction.

See Appendix 4A for additional information on determining eligibility for Autism Spectrum Disorders.

**B. ~~Cognitive Impairment~~**

**2. Intellectual Disability**

**Definition:** ~~Cognitive impairment~~ Intellectual Disability is defined as significantly sub-average intellectual functioning that exists concurrently with deficits in adaptive behavior. These deficits are manifested during the student's developmental period, and adversely affect the student's educational performance.

**State Eligibility Criteria for ~~Cognitive Impairment~~ Intellectual Disability:** An evaluation team will determine that a student is eligible for special education services as a student with an intellectual disability ~~cognitive impairment~~ when all of the following criteria are met:

1. a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
2. b. The student has a full-scale intelligence standard score (IQ) at or below 70, plus or minus the standard error of measurement (at the 95 percent confidence level) of the test being used, ~~This determination is made based on an assessment by a qualified licensed psychologist or certified school psychologist~~ using an individually administered intelligence test.
3. c. The student exhibits concurrent deficits in adaptive functioning unexpected for his or her age in at least two of the following areas: communication, self-care, home living, social/interpersonal skills, use of community resources, self-direction, functional academic skills, work, leisure, health, or safety.
4. d. The student's condition adversely affects educational performance.
5. e. The student needs specially designed instruction ~~special education~~.

Caution is advised when assessing students with cultural and language issues to prevent inappropriate identification of these students as having a ~~cognitive impairment~~ intellectual disability. When determining eligibility, tests measuring intellectual ability shall be used with care; that is, only those tests designed and normed for the population being tested may be used. Tests measuring intellectual ability that are translated into another language by the examiner or an interpreter yield invalid test results and shall not be used. ~~Evaluation teams shall consider using nonverbal tests of intellectual ability when the student is culturally or linguistically diverse.~~

**C.**

**3. Deaf-Blindness**

**Definition:** A student with deaf-blindness demonstrates both hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational needs that the student cannot be appropriately educated with special education services designed solely for students with deafness or blindness.

**State Eligibility Criteria for Deaf-Blindness:** An evaluation team will determine that a student is eligible for special education services as a student with deaf-blindness when all of the following criteria are met:

1. a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
2. b. The student exhibits simultaneous hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational needs that the student cannot be accommodated with special education services designed solely for students with deafness or blindness.
3. c. The student is diagnosed by an optometrist or ophthalmologist for vision loss and by an otologist, audiologist, or physician for hearing loss to make a final diagnosis as deaf-blindness.
4. d. The student's condition adversely affects educational performance.
5. e. The student needs specially designed instruction ~~education~~.

~~D.~~

#### 4. Deafness

**Definition:** Deafness is a type of hearing impairment loss that adversely affects educational performance and is so severe that with or without amplification the student is limited in processing linguistic information through hearing.

**State Eligibility Criteria for Deafness:** An evaluation team will determine that a student is eligible for special education services as a student who is deaf when all of the following criteria are met:

1. a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
2. b. The student exhibits a severe hearing impairment loss that hinders his or her ability to process linguistic information through hearing, with or without amplification.

- 3.
- c. The student has been diagnosed by an ~~otologist~~, audiologist, ~~or physician~~ as deaf.
- 4.
- d. The student's condition adversely affects educational performance.
- 5.
- e. The student needs specially designed instruction ~~education~~.

~~E.~~

### 5. Developmental Delay

**Definition:** The term developmental delay may be used only for students ages three (3) through 9 ~~until their tenth (10<sup>th</sup>) birthday~~ who are experiencing developmental delays as measured by appropriate diagnostic instruments and procedures in one or more of the following areas:

- 1.
- a. cognitive development – includes skills involving perceptual discrimination, memory, reasoning, academic skills, and conceptual development;
- 2.
- b. physical development – includes skills involving coordination of both the large and small muscles of the body (i.e., gross, fine, and perceptual motor skills);
- 3.
- c. communication development – includes skills involving expressive and receptive communication abilities, both verbal and nonverbal;
- 4.
- d. social or emotional development – includes skills involving meaningful social interactions with adults and other children including self-expression and coping skills; or
- 5.
- e. adaptive development – includes daily living skills (e.g., eating, dressing, and toileting) as well as skills involving attention and personal responsibility.

The category of developmental delay should not be used when the student clearly meets the eligibility criteria for another specific disability category.

A student cannot qualify for special education services under developmental delay beyond his or her tenth (10<sup>th</sup>) birthday unless he or she has been determined to be eligible as having a disability other than developmental delay.

**State Eligibility Criteria for Developmental Delay:** An evaluation team may determine that a student is eligible for special education services as a student with a developmental delay when all of the following criteria are met:

1.

2. a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
3. b. The student is at least three (3) years of age but less than ten (10) years of age.
4. c. The student has developmental and/or learning problems that are not primarily the result of limited English proficiency, cultural difference, environmental disadvantage, or economic disadvantage.
- d. The student meets either of the following two criteria, in one or more of the broad developmental areas listed below.

Criteria:

- a. 1) The student functions at least 2.0 standard deviations below the mean in one broad developmental area (30 percent delay in age equivalency, or functions at or below the 3rd percentile).
- b. 2) The student functions at least 1.5 standard deviations below the mean in two or more broad developmental areas (25 percent delay in age equivalency, or functions at or below the 7th percentile).

Broad Developmental Areas:

- a. 1) cognitive skills (e.g., perceptual discrimination, memory, reasoning, pre-academic, and conceptual development);
- b. 2) physical skills (i.e., fine, gross, and perceptual motor skills);
- e. 3) communication skills (i.e., including verbal and nonverbal, and receptive and expressive);
- d. 4) social or emotional skills; or
- e. 5) adaptive skills, including self-help skills.
5. e. The student's condition adversely affects educational performance.
6. f. The student needs specially designed instruction. ~~education.~~

F.

**6. Emotional Disturbance**



**Definition:** A student with an emotional disturbance ~~has a condition exhibiting~~ exhibits one or more of the following characteristics over a long period of time, and to a marked degree, that adversely affects his or her educational performance:

1.
  - a. an inability to learn that ~~cannot be explained by~~ is not primarily the result of intellectual disability; hearing, vision, or motor impairment, sensory, or other health factors impairment;
  2.
    - b. an inability to build or maintain satisfactory interpersonal relationships with peers and teachers;
    3.
      - c. inappropriate types of behavior or feelings under normal circumstances;
      4.
        - d. a general pervasive mood of unhappiness or depression; or
        5.
          - e. a tendency to develop physical symptoms or fears associated with personal or school problems.
          6.
            - f. Schizophrenia

The term *does not* include students who are socially maladjusted unless it is determined they have an emotional disturbance. ~~The term emotional disturbance does include students who are diagnosed with schizophrenia.~~

**State Eligibility Criteria for Emotional Disturbance:** An evaluation team will determine that a student is eligible for special education services as a student with emotional disturbance when all of the following criteria are met:

1.
  - a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
  2.
    - b. The student has been documented ~~as having an emotional condition exhibiting~~ characteristics consistent with the criteria (a-f in this section) in this chapter by one or more of the following: school psychologist, licensed psychologist, psychiatrist, physician, or certified social worker.
    3.
      - c. The student has been observed exhibiting one or more of the ~~five~~ six (6) behavioral or emotional characteristics listed in the definition of emotional ~~behavioral disability~~ disturbance.
      4.
        - d. The characteristic(s) has been observed:
          - a.
            - 1) for a long period of time (at least 6 months); and
            - b.

- e.
  - 2) by more than one knowledgeable observer; and
  - 3) in more than one setting; and
  - 4) at a level of frequency, duration, and/or intensity that is significantly different from other students' behavior in the same or similar circumstances.
- f. The student's condition adversely affects educational performance in the area of academics, peer and teacher interaction, participation in class activities, and/or classroom conduct.
- g. The student needs ~~special education~~ specially designed instruction.

See Appendix 4A for additional information on determining eligibility for Emotional Disturbance.

G.

### 7. Other Health Impairment (OHI)

**Definition:** A student classified as having a Other Health Impairment ~~health impairment~~ exhibits limited strength, vitality, or alertness, including heightened alertness to environmental stimuli that results in limited alertness with respect to the educational environment that is due to chronic or acute health problems. These health problems may include, but are not limited to, asthma, attention deficit disorder (ADD), attention deficit hyperactivity disorder (ADHD), cancer, diabetes, epilepsy, Fetal Alcohol Syndrome, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever, sickle cell anemia, Tourette syndrome, and stroke to such a degree that it adversely affects the student's educational performance.

A student with ADD/ADHD may also be eligible under another category (generally specific learning disability or emotional disturbance) if he or she meets the criteria for that other category and needs special education and related services. All students with a diagnosis of ADD/ADHD are not necessarily eligible to receive special education under the IDEA 2004, just as all students who have one of the other conditions listed under other health impairment are not necessarily eligible, unless it is determined to adversely affect educational performance and require specially designed instruction ~~special education~~.

**State Eligibility Criteria for Other Health Impairment:** An evaluation team will determine that a student is eligible for special education services as a student with a an Other Health Impairment when all of the following criteria are met:

- 1.
  - a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.

- 2.
- b. The student exhibits limited strength, vitality, or alertness, including heightened alertness to environmental stimuli that results in limited alertness with respect to the educational environment that is due to chronic or acute health problems.
- 3.
- c. The student has been diagnosed by a physician with a condition consistent with as having a-an Other Health impairment Impairment described above. In the case of ADD/ADHD, an educational determination may be provided by a school psychologist. Diagnosis from or a licensed psychologist or other diagnostician must be considered by the evaluation team.
- 4.
- d. The student's condition adversely affects educational performance.
- 5.
- e. The student needs specially designed instruction. ~~education~~.

**H.**

**8. Hearing Impairment**

**Definition:** The IDEA disability category of A hearing impairment is describes a permanent or fluctuating hearing loss that adversely affects a student's educational performance but is not included under the category of deafness.

**State Eligibility Criteria for Hearing Impairment:** An evaluation team will determine that a student is eligible for special education services as a student with a hearing impairment when all of the following criteria are met:

- 1.
- a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
- 2.
- b. The student does not qualify as deaf.
- 3.
- c. The student is diagnosed by an otologist, audiologist or physician as having a substantial hearing loss impairment.
- 4.
- d. The student's condition adversely affects educational performance.
- 5.
- e. The student needs specially designed instruction ~~education~~.

**I.**

**9. Specific Learning Disability**

**I.—Federal IDEA 2004**

**Definition:** Specific Learning Disability (SLD) means a disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken or written, that may manifest itself in the imperfect ability to listen, think, speak, read, write,

spell, or to do mathematical calculations, including conditions such as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia.

Specific Learning Disability does not include learning problems that are primarily the result of visual, hearing, or motor disabilities, of ~~cognitive impairment~~ intellectual disability, of emotional disturbance, or of environmental, cultural, or economic disadvantage.

Only a school-aged child ~~children within the age range of legal Kindergarten to age twenty-one (21) years~~ may be identified as a student with a specific learning disability.

**H. —**

**State Eligibility Criteria for Specific Learning Disability:** In determining whether a child has an SLD, the child must meet at a minimum, the following criteria:

- a. The student does not make sufficient progress in response to effective, evidence-based instruction and intervention for the child's age or to meet state-approved grade-level standards when provided with learning experiences and instruction appropriate for the child's age or State approved grade level standards in one or more of the following areas:

- 1) Oral expression;
- 2) Listening comprehension;
- 3) Written expression;
- 4) Basic reading skills;
- 5) Reading comprehension;
- 6) Reading fluency
- 7) Mathematics calculation; or
- 8) Mathematics problem solving.

AND

- b. The student demonstrates low achievement in the area(s) of suspected disability listed above as evidenced by a norm-referenced, standardized achievement assessment. For culturally and linguistically diverse students, the preponderance of evidence must indicate low achievement.

AND

- c. The student demonstrates a pattern of strengths and weaknesses in psychological processing skills that impact learning.

AND

- d. The student's lack of achievement is ***not*** primarily the result of:

- 1) A visual, hearing, or motor impairment;
- 2) Intellectual disability ~~Cognitive impairment~~
- 3) Emotional disturbance
- 4) Environmental, cultural or economic disadvantage
- 5) Limited English Proficiency
- 6) A lack of appropriate instruction in reading, including the essential components of reading;
- 7) A lack of appropriate instruction in math.

AND

- e. The disability adversely impacts the student's educational performance and the student requires specially designed instruction.

**Evaluation Procedures:**

In order to demonstrate the initial eligibility criteria under this category, the following procedures must be followed.

- 1) The evaluation for determining SLD eligibility and requirements for parent notification and involvement shall be conducted in accordance with the procedures detailed in ~~Section 3~~, Chapter 4, Section 3, of ~~the this Idaho Special Education Manual Manual~~.
- 2) The evaluation must address the eligibility criteria as listed in the Section 2: LD/SLD Eligibility Criteria (see above). To meet these criteria, the following information is required:
  - i. Evidence of insufficient progress in response to effective, evidence-based instruction and intervention indicates the student's performance level and rate of improvement are significantly below that of grade-level peers. This is documented/demonstrated with the following data:
    - a) Data that helps establish that the core curriculum is effective for most students. The most recent whole grade performance data to verify appropriate instruction in the area(s) of concern may include results from the standards-based assessment system. If the referred student belongs to a population of students whose performance is regularly disaggregated, whole grade data for the disaggregated group should also be reviewed and considered.

- b) Information documenting that prior to, or as part of, the referral process, the student was provided appropriate instruction in general education settings. Appropriate instruction includes consideration of both child specific information and whole grade performance data. Child specific data regarding appropriate instruction may include: (1) verification that core (universal) instruction was provided regularly; (2) data indicating that the student attended school regularly to receive instruction; (3) verification that core instruction was delivered according to its design and methodology by qualified personnel; and (4) verification that differentiated instruction in the core curriculum was provided.
- c) Data-based documentation of student progress during instruction and intervention using standardized, norm-referenced progress monitoring measures in the area of disability.
- d) A record of an observation of the student's academic performance and behavior in the child's learning environment (including the general classroom setting) has been conducted by an evaluation team member other than the student's general education teacher. The purpose of the observation is to document how the areas of concern impact the student's performance in the classroom. The observation should also document the name and title of the observer and the site, date, and duration of the observation. The team must decide to:
  - 1. Use information from an observation in routine classroom instruction and monitoring of the child's performance that was conducted before the child was referred for an evaluation; or;
  - 2. Have at least one member of the team conduct an observation of the child's academic performance in the educational environment after the child has been referred for an evaluation, and parental consent has been obtained.

AND

- ii. Evidence of low achievement in one or more of the suspected

area(s). These include:

- a) Oral expression;
- b) Listening comprehension;
- c) Written expression;
- d) Basic reading skills;
- e) Reading comprehension;
- f) Reading fluency
- g) Mathematics calculation; or
- h) Mathematics problem solving

This evidence must indicate performance that is significantly below the mean on a cluster, composite, or 2 or more subtest scores of a norm-referenced, standardized, achievement assessment in the specific academic area(s) of suspected disability. There are cases when the use of norm-referenced assessment is not appropriate, for example, students who are culturally and linguistically diverse. Refer to guidance documents regarding procedures on evaluating students who are culturally and linguistically diverse and the use of preponderance of evidence.

AND

- iii. Evidence of a pattern of strengths and weaknesses in psychological processing skills that impact learning.

An assessment of psychological processing skills is linked to the failure to achieve adequately in the academic area(s) of suspected disability and must rely on standardized assessments. These assessments must be conducted by a professional who is qualified to administer and interpret the assessment results. The student's performance on a psychological processing assessment demonstrates a pattern of strengths and weaknesses that help explain why and how the student's learning difficulties occur. Such tests may include measures of memory, phonological skills, processing speed as well as other measures which explicitly test psychological processing.

AND

- iv. The following criteria must be considered when evaluating the student's low achievement. The team must determine that the student's learning difficulty is ***not*** primarily the result of:

- a) a visual, hearing, or motor impairment
- b) an intellectual disability ~~Cognitive impairment~~
- c) an emotional disturbance
- d) environmental or economic disadvantage
- e) cultural factors
- f) Limited English Proficiency (LEP)

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## **10. Multiple Disabilities**

**Definition:** Multiple disabilities are two or more co-existing severe impairments, one of which usually includes an intellectual disability ~~cognitive impairment~~, such as ~~cognitive impairment~~ intellectual disability/blindness, ~~cognitive impairment~~ intellectual disability /orthopedic, etc. Students with multiple disabilities exhibit impairments that are likely to be life long, significantly interfere with independent functioning, and may necessitate environmental modifications to enable the student to participate in school and society. The term does not include deaf-blindness.

**State Eligibility Criteria for Multiple Disabilities:** An evaluation team will determine that a student is eligible for special education services as a student with multiple disabilities when all of the following criteria are met:

- ~~1.~~
  - a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
- ~~2.~~
  - b. The student meets eligibility criteria for severe concomitant impairments, the combination of which causes such significant educational problems that the student cannot be accommodated by special education services designed solely for one of the disabilities.
- ~~3.~~
  - c. The student meets State Eligibility Criteria as outlined for each disability category.
- ~~4.~~
  - d. The student's condition adversely affects educational performance.
- ~~5.~~
  - e. The student needs specially designed education-instruction.

~~K.~~

## **11. Orthopedic Impairment**

**Definition:** Orthopedic impairment means a severe physical limitation that adversely affects a student's educational performance. The term includes impairments caused by congenital anomaly (clubfoot, or absence of an appendage), an impairment caused by



disease (poliomyelitis, bone tuberculosis, etc.), or an impairment from other causes (cerebral palsy, amputations, and fractures or burns that cause contracture).

**State Eligibility Criteria for Orthopedic Impairment:** An evaluation team will determine that a student is eligible for special education services as a student with an orthopedic impairment when all of the following criteria are met:

1. a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
2. b. The student exhibits a severe orthopedic impairment. The term includes congenital anomalies, impairments caused by disease, and impairments from other causes that are so severe as to require special education services.
3. c. The student has documentation of the condition by a physician or other qualified professional.
4. d. The student's condition adversely affects educational performance.
5. e. The student needs specially designed education-instruction.

1.

## **12. Speech or Language Impairment: Language**

**Definition:** A language impairment exists when there is a disorder or delay in the development of comprehension and/or the uses of spoken or written language and/or other symbol systems. The impairment may involve any one or a combination of the following:

1. a. the form of language (morphological and syntactic systems);
2. b. the content of language (semantic systems); and/or
3. c. the function of language in communication (pragmatic systems).

A language disorder does not exist when language differences are due to non-standard English or regional dialect or when the evaluator cannot rule out environmental, cultural, or economic disadvantage as primary factors causing the impairment.

**State Eligibility Criteria for Language Impairment:** An evaluation team will determine that a student is eligible for special education and related services as a student who has a language impairment when all of the following criteria are met:

1. a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.

- 2.
- b. At least two procedures, at least one of which yields a standard score, are used to assess receptive language and/or expressive language.
- 3.
- c. The student has attained scores on a standardized measure that are 1.5 standard deviations or more below the mean, or at or below the 7<sup>th</sup> percentile, in either receptive or expressive language.
- 4.
- d. The student's disability adversely affects educational performance.
- 5.
- e. The student needs specially designed instruction ~~education~~. (Speech/language therapy can be specially designed instruction ~~education~~ or a related service).

Caution is advised when evaluating a student whose native language is other than English. The acquisition of the English language is not to be mistaken as a language impairment.

**M.**

**13. Speech or Language Impairment: Speech**

The term speech impairment includes articulation/phonology disorders, voice disorders, or fluency disorders that adversely impact a child's educational performance. The following eligibility criteria and minimum assessment procedures have been established for all three types of speech impairments.

**1.**

**a. Articulation/Phonology Disorder**

**Definition:** Articulation is the ability to speak distinctly and connectedly. Articulation disorders are incorrect productions of speech sounds including omissions, distortions, substitutions, and/or additions that may interfere with intelligibility. Phonology is the process used in our language that has common elements (sound patterns) that affect different sounds. Phonology disorders are errors involving phonemes, sound patterns, and the rules governing their combinations.

**a.**

**1) An articulation/phonology disorder exists when:**

**(1)**

**i.** the disorder is exhibited by omissions, distortions, substitutions, or additions;

**(2)**

**ii.** the articulation interferes with communication and calls attention to itself; and

- (3) iii. the disorder adversely affects educational or developmental performance.
- b.
- (1) 2) An articulation/phonology disorder does not exist when:
- (2) i. errors are temporary in nature or are due to temporary conditions such as dental changes;
- (3) ii. differences are due to culture, bilingualism or dialect, or from being non-English speaking; or
- (3) iii. there are delays in developing the ability to articulate only the most difficult blends of sound or consonants within the broad range for the student's age.

**State Eligibility Criteria for Articulation/Phonology Disorder:** An evaluation team will determine that a student is eligible for special education and related services as a student who has an articulation/phonology disorder (speech impairment) when all of the following criteria are met:

- a.
- 1) An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
- b.
- 2) At least two procedures are used to assess the student, one of which yields a standard score.
- c.
- 3) The student must have a score that is at least 1.5 standard deviations below the mean, or at or below the 7th percentile, on a standardized articulation/phonological assessment, or the speech impairment is judged as moderate on the standardized measure for students ages three (3) through twenty-one (21) years.
- d.
- 4) The student's disability adversely affects educational performance.
- e.
- 5) The student needs specially designed instruction ~~education~~. (Speech/language therapy can be specially designed instruction ~~special education~~ or a related service.)

2.

**b. Fluency Disorder**

**Definition:** A fluency disorder consists of stoppages in the flow of speech that is abnormally frequent and/or abnormally long. The stoppages usually take the form of repetitions of sounds, syllables, or single syllable words; prolongations of sounds; or blockages of airflow and/or voicing in speech.

a.

1) A fluency disorder exists when an abnormal rate of speaking, speech, interruptions, repetitions, prolongations, blockages of airflow and/or voicing interferes with effective communication.

b.

2) A fluency disorder does not exist when developmental dysfluencies are part of normal speech development and do not interfere with educational or developmental performance.

**State Eligibility Criteria for Fluency Disorder:** An evaluation team will determine that an individual is eligible for special education and related services as a student who has a fluency disorder (speech impairment) when all of the following criteria are met:

a.

1) An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.

b.

2) The student has a fluency rating of moderate or severe on the Fluency Communication Rating Scale for student's age 3 through 21 years. See the documents section of this chapter for the Fluency Communication Rating Scale.

c.

3) The student's disability adversely affects educational performance.

d.

4) The student needs specialty designed instruction ~~education~~. (Speech/language therapy can be a primary special education or a related service.)

3.

### c. Voice Disorder

**Definition:** Voice disorders are the absence or abnormal production of voice quality, pitch, intensity, or resonance. Voice disorders may be the result of a functional or an organic condition.

A student who has a suspected laryngeal-based voice disorder and has not been evaluated by an ear, nose, and throat (ENT) physician (~~ENT~~) (otorhinolaryngologist/otolaryngologist) may not receive voice therapy services from a speech-language pathologist.

a.

- 1) A voice disorder exists when the vocal characteristics of quality, pitch, intensity, or resonance:
  - 1) i. interfere with communication;
  - 2) ii. draw unfavorable attention to the speaker;
  - 3) iii. adversely affect the speaker or listener; or
  - 4) iv. are inappropriate to the age and gender of the speaker.
- 2) A voice disorder does not exist when the vocal characteristics of quality, pitch, intensity, or resonance:
  - 1) i. are the result of temporary physical factors such as allergies, colds, or abnormal tonsils or adenoids;
  - 2) ii. are the result of regional dialectic or cultural differences or economic disadvantage; or
  - 3) iii. do not interfere with educational or developmental performance.

**State Eligibility Criteria for Voice Disorder:** An evaluation team will determine that a student is eligible for special education and related services as a student who has a voice disorder (speech impairment) when all of the following criteria are met:

- a. 1) An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
- b. 2) The student has a voice production rating of moderate or severe on the Voice Rating Scale for students aged 3 through 21 years. See the documents section of this chapter for the Voice Rating Scale.
- c. 3) An ear, nose, and throat (ENT) physician's (otorhinolaryngologist) statement documents that voice therapy is not contraindicated.
- d. 4) The student's disability adversely affects educational performance.
- e. 5) The student needs specially designed instruction education. (Speech/language therapy can be a primary special education or a related service.)

See the documents section of this chapter for information on documenting adverse effects on educational performance for students with speech/language disorders.

NOTE: A student may receive speech or language services if he or she under is eligible for special education and needs speech or language services as a related service in order to benefit from special education without meeting the eligibility criteria for speech and language impairment.

N.

#### **14. Traumatic Brain Injury**

**Definition:** Traumatic brain injury refers to an acquired injury to the brain caused by an external physical force resulting in a total or partial functional disability or psychosocial impairment, or both, that adversely affects educational performance. The term applies to open or closed head injuries resulting in impairments in one or more areas such as cognition, language, memory, attention, reasoning, abstract thinking, judgment, problem solving, sensory, perceptual and motor abilities, psychosocial behavior, physical functions, information processing, and speech. The term does not apply to congenital or degenerative brain injuries or to brain injuries induced by birth trauma.

**State Eligibility Criteria for Traumatic Brain Injury:** An evaluation team will determine that a student is eligible for special education services as a student who has a traumatic brain injury when all of the following criteria are met:

1.

a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.

2.

b. The student has an acquired injury to the brain caused by an external physical force resulting in a total or partial functional disability or psychosocial impairment, or both.

3.

c. The student has documentation of ~~diagnosis by a licensed physician as having~~ a traumatic brain injury.

4.

d. The student's condition adversely affects educational performance.

5.

e. The student needs specially designed instruction. ~~education.~~

O.

#### **15. Visual Impairment Including Blindness**

**Definition:** Visual impairment refers to an impairment in vision that, even with correction, adversely affects a student's educational performance. The term includes both partial sight and blindness. Partial sight refers to the ability to use vision as one channel of learning if educational materials are adapted. Blindness refers to the prohibition of vision as a channel of learning, regardless of the adaptation of materials.

**State Eligibility Criteria for Visual Impairment:** An evaluation team will determine that a student is eligible for special education services as a student with a visual impairment when all of the following criteria are met:

1.
  - a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
2.
  - b. The student has documentation of a visual impairment, not primarily perceptual in nature, resulting in measured acuity of 20/70 or poorer in the better eye with correction, or a visual field restriction of 20 degrees as determined by an optometrist or ophthalmologist.
3.
  - c. The student's physical eye condition, even with correction, adversely affects educational performance.
4.
  - d. The student needs specialty designed instruction ~~education~~.

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~~REGRESSED INTELLIGENCE QUOTIENT SCORES~~

**Instructions:**

~~A conversion table to regress intelligence quotient (IQ) scores is located on the following pages. The table has 4 columns. Column 1 indicates full-scale IQ scores. Columns 2-4 indicate corresponding correlation scores. Follow the instructions below to determine the regressed IQ score to be used in determining whether the 15-point discrepancy between ability and achievement exists.~~

- ~~1. Determine the correlation between the intellectual measure and the achievement measure that was used to assess the student. Correlations are usually stated in the instructor's manual for each test.~~
- ~~2. Determine the appropriate column (2, 3, or 4) to use based on the correlation between the two tests. The table provides correlations at .7, .6, and .5. Use .6 if you cannot find the correlation in the instructor's manual or test literature.~~
- ~~3. Locate the student's full-scale IQ score on the intellectual measure in column 1 of the table.~~
- ~~4. Follow the IQ score across to a correlation score in the appropriate column. That score is the regressed IQ score.~~
- ~~5. Subtract the student's actual achievement standard score from the regressed IQ score.~~

**Example:**

~~If the correlation between the IQ test and the achievement test is .6 and the student's full-scale score is 86, the student's regressed IQ score would be 92.~~

<del>Regressed full-scale IQ score</del>	<del>92</del>
<del>Minus achievement standard score</del>	<del>-75</del>
<del>Equals discrepancy</del>	<del>17</del>

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**Conversion Table to Regress IQ Scores**

<b>Full-Scale IQ Score</b>	<b>Correlation between full-scale IQ score and achievement scores</b>		
	<b>7-Correlation</b>	<b>6-Correlation</b>	<b>5-Correlation</b>
150	135	130	125
149	134	129	125
148	134	129	124
147	133	128	124
146	132	128	123
145	132	127	123
144	131	126	122
143	130	126	122
142	129	125	121
141	129	125	121
140	128	124	120
139	127	123	120
138	127	123	119
137	126	122	119
136	125	122	118
135	125	121	118
134	124	120	117
133	123	120	117
132	122	119	116
131	122	119	116
130	121	118	115
129	120	117	115
128	120	117	114
127	119	116	114
126	118	116	113
125	118	115	113
124	117	114	112
123	116	114	112
122	115	113	111
121	115	113	111
120	114	112	110
119	113	111	110
118	113	111	109
117	112	110	109
116	111	110	108
115	111	109	108
114	110	108	107
113	109	108	107
112	108	107	106

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<b>Full-Scale IQ Score</b>	<b>7-Correlation</b>	<b>6-Correlation</b>	<b>5-Correlation</b>
111	108	107	106
110	107	106	105
109	106	105	105
108	106	105	104
107	105	104	104
106	104	104	103
105	104	103	103
104	103	102	102
103	102	102	102
102	101	101	101
101	101	101	101
100	100	100	100
99	99	99	100
98	99	99	99
97	98	98	99
96	97	98	98
95	97	97	98
94	96	96	97
93	96	96	97
92	94	95	96
91	94	95	96
90	93	94	95
89	92	93	95
88	92	93	94
87	91	92	94
86	90	92	93
85	89	91	93
84	89	90	92
83	88	90	92
82	87	89	91
81	87	89	91
80	86	88	90
79	85	87	90
78	85	87	89
77	84	86	89
76	83	86	88
75	83	85	88
74	82	84	87
73	81	84	87
72	80	83	86
71	80	83	86
70	79	82	85

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**FLUENCY COMMUNICATION RATING SCALE**

Student: \_\_\_\_\_

School: \_\_\_\_\_ Date: \_\_\_\_\_

	<b>Nondisabling Condition</b>	<b>Mild</b>	<b>Moderate</b>	<b>Severe</b>
<b>Frequency</b>	Frequency of dysfluent behavior is within normal limits for student's age, gender, and speaking situation and/or less than 1 stuttered word per minute.	Transitory dysfluencies are observed in specific speaking situation(s) and/or 1-2 stuttered words per minute.	Frequent dysfluent behaviors are observed in specific speaking situations(s) and/or 4-10 stuttered words per minute.	Habitual dysfluent behaviors are observed in a majority of speaking situations and/or more than 10 stuttered words per minute.
<b>Descriptive Assessment</b>	Speech flow and time patterning are within normal limits. Developmental dysfluencies may be present.	Rate of speech interferes with intelligibility. Sound, syllable, and/or word repetitions or prolongations are present with no other secondary symptoms. Fluent speech periods predominate.	Rate of speech interferes with intelligibility. Sound, syllable, and/or prolongations are present. Secondary symptoms including blocking, avoidance, and physical concomitants may be observed.	Rate of speech interferes with intelligibility, sound, syllable, and/or word repetitions and/or prolongations are present. Secondary symptoms predominate. Avoidance and frustration behaviors are observed.
Comments:				

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**VOICE RATING SCALE**

Student: \_\_\_\_\_ School: \_\_\_\_\_ Date: \_\_\_\_\_

	<b>Nondisabling Condition</b>	<b>Mild Descriptive</b>	<b>Moderate Descriptive</b>	<b>Severe Wilson Voice Profile Scale</b>
<b>Pitch</b>	Pitch is within normal limits.	There is a noticeable difference in pitch that may be intermittent.	There is a persistent, noticeable inappropriate raising or lowering of pitch for age and gender, or evidence of dysphonia.	+3 Pitch -3 Pitch -2 Pitch +2 Pitch
<b>Intensity</b>	Intensity is within normal limits.	There is a noticeable difference in intensity that may be intermittent.	There is a persistent, noticeable inappropriate increase or decrease in the intensity of speech, or the presence of aphonia.	-3 Intensity +2 Intensity -2 Intensity
<b>Quality</b>	Quality is within normal limits.	There is a noticeable difference in quality that may be intermittent.	There is a persistent, noticeable breathiness, glottal fry, harshness, hoarseness, tenseness, strident, or other abnormal vocal quality.	-2 Laryngeal +3 Laryngeal +2 Laryngeal - 3 Laryngeal
<b>Resonance</b>	Nasality is within normal limits.	There is a noticeable difference in nasality that may be intermittent.	There is a persistent noticeable cul-de-sac, hyper- or hypo-nasality, or mixed nasality.	-2 Resonance +3 Resonance +4 Resonance
<b>Description of Current Physical Condition</b>	No consistent laryngeal pathology; physical factors influencing	Laryngeal pathology may be present. Physical factors indicated in moderate	Probable presence of laryngeal pathology. Physical factors may include nodules, polyps, ulcers, edema,	Physical factors may include: - unilateral or bilateral

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	<p>quality, resonance, or pitch, if present at all, are temporary and may include allergies, colds, or abnormal tonsils and adenoids.</p>	<p>and/or severe levels may be present.</p>	<p>partial paralysis of vocal folds, palatal insufficiency, enlarged/insufficient tonsils and/or adenoids, neuromotor involvement, or hearing impairment.</p>	<p>paralysis of vocal folds - larynx-gectomy - psychosomatic disorders - neuromotor involvement of larynx muscles, i.e., cerebral palsy</p>
<p>Comments:</p>				

**DOCUMENTATION OF ADVERSE EFFECTS  
ON EDUCATIONAL PERFORMANCE  
FOR STUDENTS WITH SPEECH/LANGUAGE DISORDERS (SLD)**

Documentation of adverse effects on educational performance can be gathered from a thorough assessment of communication skills. The assessment shall include student, parent, and teacher input.

Information shall be recorded by the speech-language pathologist (SLP) on the *Eligibility Report* form.

An assessment of a student's ability to communicate, rather than isolated skill assessment, will provide information on how the impairment affects the student overall. The following errors and problems should be considered when determining how the student's ability to communicate may adversely affect educational performance:

1. Sound errors, voice quality, or fluency disorders inhibit the student from reading orally in class, speaking in front of the class, or being understood by teachers, peers, or family members.
2. Sound errors, voice quality, or fluency disorders embarrass the student. Peer relationships suffer as a result, or peers may make fun of the student.
3. Sound errors cause the student to make phonetic errors in spelling or have difficulty in phonics.
4. Grammatical errors create problems with a student's orientation in time.
5. Morphological errors inhibit the student from using or making complete sentences.
6. Semantic problems slow the student's ability to follow directions, give directions, make wants and needs known, make oneself understood, relate information to others, or fully participate in daily living.



**Chapter 5**

**INDIVIDUALIZED EDUCATION PROGRAMS**

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## Chapter 5 Individualized Education Programs

If a student is eligible for special education services, they have met the requirements of eligibility under the IDEA Individuals with Disabilities Education Act of 2004 (IDEA 2004).<sup>5</sup> Eligibility requires a student to meet the following three prongs: 1) the student has ~~including~~ a disability that meets the criteria;<sup>5</sup> 2) the disability adversely affects the student's educational performance;<sup>5</sup> and 3) the student requires specially designed instruction.

Special education means specially designed instruction, at no cost to the parents, to meet the unique needs of a student with a disability including instruction conducted in the classroom, the home, hospitals, institutions, and other settings. The definition of special education also includes the following: instruction in physical education, speech/language pathology, travel training, and vocational education.

Specially designed instruction means adapting, as appropriate to the needs of an eligible student, the content, methodology, or delivery of instruction to (1) address the unique needs of the student that result from his or her disability and (2) to ensure access to the general curriculum so that the student can meet the Idaho Content Standards that apply to all students.

The Individualized Education Program (IEP) is a written document that is developed for each eligible student with a disability and documents the specially designed instruction and related services. The IEP is the product of a team collaboration among a ~~parent and/or adult student~~ parent/adult student, district personnel, and other IEP team members who, through full and equal participation, identify the unique needs of a student with a disability and plan the special education services to meet those needs.

In developing each student's IEP, the IEP team shall consider: 1) the strengths of the student; 2) the concerns of the parents for enhancing the education of their child; 3) the results of the initial or most recent evaluation of the student; and 4) the academic achievement, developmental, and functional needs of the student.

- ~~▶ The strengths of the student;~~
- ~~▶ The concerns of the parents for enhancing the education of their child;~~
- ~~▶ The results of the initial or most recent evaluation of the student; and~~
- ~~▶ The academic achievement, developmental, and functional needs of the student.~~

### Section 1. IEP Initiation

#### A. Purpose of Meeting

The primary purpose of an IEP team meeting is to design an IEP that shall meet the unique needs of a student with a disability. The IEP team ~~plans~~ determines the special education and related services reasonably calculated to enable the student to receive educational benefits in the least restrictive environment. The parent/adult student shall be invited to the meeting and ~~in order to~~

participate meaningfully, ~~the parent and/or adult student should be informed of his or her role as a team member.~~ (Note: transition age students shall be invited to the IEP meeting). ~~The parent and/or adult student, district personnel, and other IEP team members should come prepared to discuss specific information about the student's individual needs and the type of services to be provided to address those needs.~~

The meeting format should invite open discussion that allows participants to identify and consider all the relevant needs of the student related to ~~their~~ his or her disability and what is necessary to provide access to, participate in, and make progress in the general education curriculum. Placement decisions shall be considered *after* the special education services are determined. ~~Placement is based on the IEP services and accommodations and shall not be the determining factor in developing the IEP content.~~

Informal or unscheduled conversations involving district personnel on various issues (e.g., teaching methodology, lesson plans, or coordination of service provisions) are not considered a meeting as long as no decisions are made regarding issues addressed on the student's IEP. A meeting does not include preparatory activities in which district personnel engage to develop a proposal or a response to a ~~parent and/or adult student~~ parent/adult student proposal that will be discussed at a later meeting.

## B. Team Decision Making

The IEP meeting serves as a communication vehicle between ~~the parent and/or adult student, district personnel, and other IEP team members~~ that enables enabling them, as equal participants, to make joint, informed decisions regarding the student's special education services. All members of the IEP team are expected to work toward consensus regarding IEP decisions ~~the services that will be included in the student's IEP~~ to ensure that the student ~~he or she~~ receives a free appropriate public education (FAPE). ~~Consensus means that all members are in general agreement regarding what is written.~~

If there is a lack of consensus between the ~~parent and/or adult student~~ parent/adult student, district personnel, and other IEP team members regarding an IEP decision, then school personnel on the IEP team should seek consensus within the school team and make the decision, providing written notice to the parent/adult student. ~~subject to the due process rights of the parent and/or adult student~~ parent/adult student. If there is a lack of consensus among school personnel, then the district representative on the IEP team shall make the decision and provide written notice to the parent/adult student. ~~The parent/adult student should be made aware of at the IEP meeting subject to the due process rights of the parents.~~ The district shall follow the procedures in Section 2J of this chapter, "Parent and/or Adult Student Parent/Adult Student Adult Student Objection to the IEP," if necessary and their procedural safeguards, including due process rights.

## C. When IEP Meetings Are Held

An IEP meeting shall be held for one or more of the following reasons:

1. ~~To~~ to develop and implement an IEP within ~~60~~thirty (30) calendar days of receiving parent and/or adult student consent for initial evaluation, excluding periods when regular school is not in session for 5 or more consecutive days determination that the student needs special education and related services; ~~With the exception that the meeting to develop the IEP shall be held within 30 days of a determination that the student needs special education and related services. Refer to Chapter 4, Section 3.E regarding additional timeline exceptions. IEP shall be implemented as soon as possible following the meeting during which the IEP was developed;~~
2. ~~To~~ to review the IEP periodically, but no longer than one year (365 days) from the date of development of the current IEP; ~~An~~ with the IEP shall be in effect at the beginning of each school year;
3. ~~When~~ when another agency fails to deliver transition or other services outlined in the IEP;
4. ~~To~~ to consider revisions to the IEP if there is any lack of expected progress toward annual goals and in the general education curriculum, where appropriate;
5. ~~At~~ at the reasonable request (as determined by the district) of any member of the IEP team; (Note: Written notice shall be provided the parent/adult student who requests an IEP meeting when a district refuses to hold one);
6. ~~To~~ to review behavioral intervention strategies and/or develop a behavioral plan as part of the IEP; ~~or~~
7. ~~To~~ to address the IDEA 2004 discipline requirements (see Chapter 12); ~~or~~
8. to review the results of any reevaluation or independent educational evaluation (IEE).

NOTE: Under the IDEA 2004, an IEP team meeting may not be required to amend the IEP (see IEP Amendments).

#### D. IEP Team Members and Roles

The IEP team ~~means~~ is a group of individuals ~~who are~~ responsible for developing, reviewing, or revising an IEP for a student with a disability.

NOTE: ~~The general education teacher, special education teacher, district representative, or individual who can interpret implications of evaluation results may be excused from an IEP meeting, in whole or in part, if the parent and/or adult student and district agree to this in writing. If the meeting deals with the excused member's areas, he or she shall provide written input to the IEP team prior to the meeting. Written input shall include substantive data (e.g., based on assessment, providing meaningful guidance to the team, regarding the purpose of the meeting,~~

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~~reflecting on general education curriculum). If a district representative is excused, a staff member in attendance shall have the authority to bind the district to the decisions of the team.~~

Role	Description
<p>Parent of the student <i>or</i> Adult Student if rights have transferred</p>	<p>The term “parent” refers to a biological or adoptive parent, foster parent, a judicially decreed guardian (does not include State agency personnel if the student is a ward of the state), a person acting in place of a parent, or a surrogate parent who has been appointed by the district. The term “acting in place of a biological or adoptive parent” includes persons such as a grandparent, stepparent, or other relative with whom the student lives as well as persons who are legally responsible for a student’s welfare. A foster parent may act as a parent if the natural parent’s authority to make educational decisions on behalf of his or her child has been terminated by law. A foster parent shall be an individual who is willing to make educational decisions required of a parent, and has no interest that would conflict with the interests of the student. If more than the biological or adoptive parents meet the definition of parent, the biological or adoptive parents serve as the parents in the IEP process, unless a judicial decree or order identifies a specific person or persons to make educational decisions for the student.</p> <p>An “adult student” is a student with a disability who is <u>eighteen (18)</u> years of age or older to whom special education rights have transferred under the IDEA 2004 and Idaho Code. (See Chapter 11, Section 2C, for more information.) In this case, the parent may attend the IEP meeting as an individual who has knowledge or special expertise regarding the student at the invitation of the adult student or the district.</p>
<p>District Representative</p>	<p>The district representative or designee shall be qualified to provide or supervise the provision of special education to meet the unique needs of students with disabilities. The representative shall be knowledgeable about the general education curriculum and about the availability of resources in the district. They <del>should</del> <u>shall</u> have the authority to allocate resources and to ensure that <u>the IEP will be implemented</u> <del>whatever services are outlined in the IEP shall be provided</del>. Examples of the district representative include the building principal, the special education director, the district superintendent and others who meet the criteria described above. The district representative may be another member of the IEP team if all the criteria above are met.</p>

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<b>Role</b>	<b>Description</b>
Special Education Teacher/Provider—not less than one	This individual <del>will</del> generally <u>will</u> be the student’s special education teacher or service provider who is responsible for implementing the student’s IEP. <del>In</del> <u>For example, in</u> the case of a student receiving services from a speech-language pathologist, but not a special education teacher, it <u>is</u> <del>would be</del> more appropriate for the speech-language pathologist to fill this role on the IEP team.
General Education Teacher—not less than one	<p>A general education teacher of the student is required to participate in developing the IEP if a student is, or may be, participating in the general education environment. Regardless, a representative that is knowledgeable of the general education curriculum <u>at the student’s grade level</u> shall be present.</p> <p>For preschool-age students, the general education teacher may be the Kindergarten teacher or an appropriate designee. Designees at the preschool level may include a care provider, Head Start teacher, or community preschool teacher if that person meets State and/or national licensing standards.</p>
Individual who can interpret evaluation results and implications	This person may be someone who participated in the evaluation of the student. He or she shall be able to explain the results, the instructional implications, and the recommendations of the evaluation.
Student	Whenever appropriate, the IEP team includes the student with a disability. A student shall be invited by the district to attend any IEP meeting at which post-secondary goals and transition services needed to assist the student in reaching those goals will be discussed. If the student does not attend the IEP team meeting, the <del>public district agency</del> shall take other steps to ensure that the student’s preferences and interests are considered.
Representative of a Private School (if applicable)	If a student is enrolled in or referred to a private school, the district shall ensure that a representative of the private school is invited to the IEP meeting. If a representative cannot attend, the district shall use other methods to ensure participation by the private school, including individual or conference telephone calls.

Role	Description
<p>Representative of Transition Agency(s) (<del>Parental</del>Parent/Adult student consent shall be obtained <u>prior to inviting in order for</u> the Transition Agency Representative to participate in the IEP team meeting).</p>	<p>If transition services are being discussed, a representative of any <u>participating public</u> agency that is likely to be responsible for providing or paying for transition services shall be invited (<u>with the prior consent of a parent/adult student</u>). If a representative does not attend, steps <del>shall</del> <u>should</u> be taken to obtain participation from the agency in transition planning.</p>
<p>Part C Coordinator or Representative</p>	<p><del>At the request of the parent of a student who previously was served under Part C, the Part C coordinator or other representative of the Part C system will be invited to the initial IEP meeting. A Part C coordinator or other representative may be invited by the district to the IEP meeting. Parents shall be informed of their right to request an invitation of an Infant Toddler Program representative(s) to the initial IEP meeting.</del></p>
<p>Other</p>	<p>At the discretion of the <del>parent and/or adult student</del> <u>parent/adult student</u> or the district, other individuals who have knowledge or special expertise regarding the student, including related service personnel, may be included as IEP team members. The determination of having knowledge and special expertise regarding the student shall be made by the <del>parent and/or adult student</del> <u>parent/adult student</u> or district person who invited the individual to be a member of the IEP team.</p>

NOTE: The general education teacher, special education teacher, district representative, or individual who can interpret implications of evaluation results may be excused from an IEP meeting, in whole or in part, if the parent/adult student and district agree in writing. If the meeting deals with the excused member's areas of the curriculum and/or services, he or she shall provide written input to the IEP team prior to the meeting. Written input shall include substantive data (e.g., based on assessment, providing meaningful guidance to the team, regarding the purpose of the meeting, reflecting on general education curriculum). If a district representative is excused, a staff member in attendance shall have the authority to bind the district to the decisions of the team.

**E. The General Educator's Role in IEP Development**



If a student is or may be participating in the general education curriculum or environment, not less than one of the student's general education teachers, ~~who are responsible for implementing any portion of the IEP~~ shall participate to the extent appropriate in developing the IEP. ~~Regardless, a representative that is knowledgeable of the general education curriculum shall participate.~~ The general education teacher's role in the development, review, and revision of the IEP includes:

1. discussion ~~Discussion~~ of the student's involvement and progress in the general education curriculum, if known;
2. determination ~~Determination~~ of appropriate positive behavioral interventions and other strategies for the student; and
3. determination ~~Determination~~ of supplementary aids and services, program accommodations/adaptations, and supports for school personnel.

#### **F. Invitation to IEP Team Meetings**

To the extent possible, the district should encourage the consolidation of all IEP team meetings, including meetings that may involve eligibility, reevaluation and IEP development.

The district shall ~~meet~~ meet the following requirements.

1. Schedule the meeting at a place and time mutually agreed on by the ~~parent and/or adult student~~ parent/adult student and the district.
2. Invite the ~~parent and/or adult student~~ parent/adult student, and if applicable the secondary transition age student, to the meeting early enough to ensure that he or she can attend. The district shall keep a record of this invitation. The invitation shall include the following:
  - a. the purpose(s), time, and location of the meeting;
  - b. who will attend the meeting by role; ~~and~~
  - c. information regarding the parent's ~~and/or~~ adult student's right to bring other people to the meeting and invite a Part C representative if appropriate; ~~and~~
  - d. notification that post-secondary goals and transition services will be discussed, as applicable.

The invitation should clarify the parent's/ ~~and/or~~ adult student's (or secondary transition age student's) role on the team and request that he or she come prepared to discuss the unique needs and characteristics of the student, the types of services ~~that~~ may be needed, and the goals that would indicate the success of the services.

3. Invite the student, if appropriate or required, to attend and participate in his or her IEP team meeting. If the student is a minor, the parent shall make the decision regarding the student's attendance. If a purpose of the meeting is to consider transition, and the student does not attend, the district shall take other steps to ensure that the student's preferences and interests are considered.
4. The invitation may be either written or oral. In either case, the district shall document that all the required components noted in item 2 above were included in the invitation. In addition, the ~~parent and/or adult student~~ parent/adult student shall be ~~provided with~~ given a physical copy of the *Procedural Safeguards Notice* once annually, preferably at the annual review, unless the parent requests additional copies.
5. When one of the purposes of the IEP team meeting is to consider transition services, the invitation shall ~~also~~:
  - a. indicate this purpose;
  - b. ~~indicate that the district shall~~ invite the student; and
  - c. identify any other agency that will be invited, with parent's ~~and/or~~ adult student's consent, to send a representative.
6. The district shall take appropriate action to ensure that a ~~parent and/or adult student~~ parent/adult student understands the proceedings at an IEP team meeting, including arranging for an interpreter for a ~~parent and/or adult student~~ parent/adult student who has a ~~hearing impairment~~ hearing loss or whose native language is other than English.
7. The IEP team may meet without the ~~parent and/or adult student~~ parent/adult student if he or she cannot attend the meeting or cannot be convinced to attend the meeting. However, the district shall document its attempts to arrange a mutually agreed upon time and place for the meeting. Documentation could include records of telephone calls or conversations, copies of correspondence sent to the ~~parent and/or adult student~~ parent/adult student and any responses received, and detailed records of any visits made to the ~~parent and/or adult student~~ parent/adult student. If a meeting is held without the ~~parent and/or adult student~~ parent/adult student, the district shall offer and document alternative methods, such as conference calls, to gain his or her participation in the development of the IEP.

Alternatives to physical meetings such as video and telephone conferencing may take the place of physical IEP meetings if the ~~parent and/or adult student~~ parent/adult student and district agree.

## Section 2. IEP Development

Nothing requires additional information be included in a student's IEP beyond what is explicitly required by IDEA 2004 or requires the IEP team to include information under one component of a student's IEP that is already contained under another component of the student's IEP.

NOTE: IEP team meeting minutes are not part of the official IEP document.

### A. General Demographic Components for All IEPs

All IEPs shall include the date of the IEP meeting and the following general demographic components: the student's name as it appears in school records, native language, birth date, and identification number (for State reporting or Medicaid purposes only), names of parents, address, phone number, school, and grade.

### B. Documentation of Participants

The district shall ensure the attendance and participation of the IEP team members at the IEP meeting. Documentation of attendance can be accomplished by listing team members roles on the IEP and checking their attendance status. Prior to the beginning of the meeting, an excusal form, with the parent/adult student's signature of approval, shall be attached identifying any required district members not present at the IEP team meeting.

The attendance list is not a reflection of agreement or disagreement with the IEP; it is only an indication of attendance. As with any team member, the parent's/adult student's name inclusion on the list does not indicate agreement or disagreement with the IEP contents. If the ~~parent and/or adult student~~ parent/adult student disagrees with all or part of the IEP, the district should remind the ~~parent and/or adult student~~ parent/adult student that he or she may file a written objection. Any participant at the IEP team meeting may file a minority report if he or she disagrees with a program decision. A minority report shall not prevent the implementation of an IEP team decision.

NOTE: See Section 2J of this chapter for additional information on ~~parent and/or adult student~~ parent/adult student objections.

### C. ~~Present Levels of Performance~~ Present Levels of Academic Achievement and Functional Performance, Goals, and Benchmarks/Objectives

The IEP identifies present levels of academic achievement and functional performance and measurable goals that enable the IEP team to track the effectiveness of services and to ~~easily~~ report progress toward goals.

1. Statements of present levels of academic achievement, and functional performance in an area of need include:

- a. How a school-age student's disability affects his or her involvement and progress in the general education curriculum (i.e., the same curriculum used by students without disabilities).
  - b. For preschool students, present levels of academic achievement and functional performance should ~~reference the Idaho Early Learning Standards and~~ describe how the disability affects the student's participation in appropriate activities.
2. Although the content of present levels of academic and functional performance statements are different for each student, ~~each statement shall~~ individual present level of academic and functional performance statements will meet the following requirements:
- a. the statement shall be written in objective, measurable terms and easy-to-understand non-technical language;
  - b. ~~show a direct relationship with the~~ the other components of the IEP, including special education services, annual goals, and, if applicable, benchmarks/objectives for students who participate in Alternate Assessments based on Alternate Achievement Standards ~~the Idaho Standard Achievement Test—Alternate (ISAT-Alt)~~, shall show a direct relationship with the content of present levels of academic and functional performance;
  - c. the statement shall provide a ~~starting point~~ baseline data for goal development; ~~and~~
  - d. the statement shall reference general education Idaho Content Standards or ~~Work Place Competencies-Idaho Employability Skills for Career Ready Practice or Idaho Early Learning Guidelines (eGuidelines)~~, as applicable;
  - e. a statement of the student's strengths and needs; and
  - f. a statement how a student's disability affects his or her involvement and progress in the general education curriculum (i.e., the same curriculum used by students without disabilities).
3. Annual goals shall ~~be related~~ reflect ~~to~~ the needs described in the present levels of academic and functional performance statements. Measurable academic achievement, developmental, and functional annual goals are designed to meet the student's needs that result from the student's disability, to enable the student to be involved in and make progress in the general education curriculum, and to meet each of the student's other educational needs that result from the student's disability.

- a. A goal is a written, measurable statement, developed from the baseline data, that describes describing what a student is reasonably expected to accomplish within the time period covered by the IEP, generally one year.
  - b. Goals are written to enable the student to be involved in and make progress in the general education curriculum and to meet other educational needs that result from the disability.
  - c. A goal shall include the behavior, the performance criteria, and the evaluation procedure.
4. For students taking Alternate Assessments based on Alternate Achievement Standards the ISAT-Alt aligned to the alternate standards, each goal shall have at least two benchmarks/objectives. ~~Benchmarks/objectives shall include a statement of how far the student is expected to progress toward the annual goal and by what date a~~ description of benchmarks or short-term objectives. The district has the discretion to use which benchmarks/objectives as described in this paragraph for all students eligible for IEP services to use.

#### **D. Progress Toward Goals**

The IEP shall include a statement describing:

1. How the student's progress toward IEP goals will be measured and the progress monitoring schedule;
2. How and when the ~~parent and/or adult student~~ parent/adult student will be informed of the student's progress toward the annual goals, including the extent to which progress is sufficient to enable the student to achieve the goals by the end of the IEP time period.

Periodic written progress statements related to progress toward annual goals will be reported, at minimum, concurrent with the issuance of report cards ~~shall be provided~~.

#### **E. Statements of Special Education and Related Services**

Each student's IEP shall describe the specific special education and related services, based on peer-reviewed research to the extent practicable, which will be provided to or on behalf of the student. Special education includes specially designed instruction to meet the unique needs of the student.

The term "related services" refers to transportation and such developmental, corrective, and other supportive services required to assist a student with a disability to benefit from special education as described in the IEP. These services include, but are not limited to:

- audiology
- speech therapy
- language therapy
- psychological services
- physical therapy
- occupational therapy
- therapeutic recreation
- early identification and assessment of students' disabilities
- rehabilitation counseling services
- orientation and mobility services
- medical services for diagnostic or evaluative purposes
- school nurse services
- social work services in school
- supports for school staff
- parent counseling and training. Parent counseling and training includes helping a parent (a) understand child development and the special needs of his or her child and (b) acquire skills to support the implementation of his or her child's IEP.
- interpreter services

NOTE: The Idaho Educational Interpreter Act (Title 33, Chapter 13) was implemented on July 1, 2009, this statute establishes standards for all ~~education~~ educational interpreters in the State of Idaho. The complete statute can be found at <http://www3.state.id.us/idstat/TOC/33013KTOC.html>

This list of related services is not exhaustive and may include other developmental, corrective, or supportive services, transition services or assistive technology. Although services may be of benefit to a student with a disability, all of the services listed above may not be required for each individual student. Related services are the responsibility of the district only if the IEP team determines they are required to assist the student to benefit from special education. Further, the student is not entitled to related services if (a) he or she is not eligible for special education or (b) ~~the parent and/or adult student~~ parent/adult student does not consent to initial provision of special education services.

EXCEPTION: ~~The term~~ “Related Services” does not include a medical device that is surgically implanted or the replacement of such device, the optimization of that device's functioning (e.g., mapping), maintenance of that device, or the replacement of that device. The district is responsible to appropriately monitor and check devices to make sure the devices are functioning properly. This responsibility applies to devices that are needed to maintain the health and safety of the child, including breathing, nutrition, or operation of other bodily functions, while the child is transported to and from school or is at school.

THIRD PARTY PAYERS: Consent from the parents ~~and/or~~ adult student is required when the district bills Medicaid or the parent's insurance for services provided. See Chapter 11 for details.

## F. Supplementary Aids, Services, and Other IEP Considerations

Supplementary aids and services may include general education curriculum accommodations and/or adaptations, support for school staff, positive behavioral intervention plans, extended school year services, transportation, transition services, assistive technology services, and travel training services deemed appropriate by the IEP team shall be provided whether or not the district currently has these services in place.

The description of services in the IEP shall:

1. Identify the program accommodations and supplementary aids to be provided to the student in the areas of need.
2. List the specific services that will meet the unique needs of the student, allowing him or her to advance appropriately toward attaining the annual goals, and:
  - a. be involved in and make progress in the general education curriculum;
  - b. participate in extracurricular and other nonacademic activities; and
  - c. be educated and participate with other students with disabilities and with students without disabilities to the maximum extent appropriate.

NOTE: The public agency shall ensure that each student with a disability has the supplementary aids and services determined by the student's IEP team to be appropriate and necessary for the student to participate in nonacademic settings.

3. State the projected starting date and expected duration of the services, and accommodations/adaptations.
4. List the anticipated time per session and frequency of sessions per week or month. The amount of service may not be stated as a range.
5. State the location where services and accommodations/adaptations will be provided (such as a general education classroom, resource room, etc.) Note: Location does not mean specific site.

Based on the unique needs of each student, the IEP team should consider any of the following services that may be appropriate for the student and should document such services on the IEP accordingly:

1. Supplementary Aids and Services

“Supplementary aids and services” means aids, services, and other supports that are provided in general education classes or other education-related settings and in extracurricular and nonacademic settings to enable students with disabilities to be

educated with students without disabilities to the maximum extent appropriate in accordance with LRE requirements.

The determination of which supplementary aids and services are appropriate for a particular student shall be made on an individual basis. Supplementary aids and services may include the following: assistance of an itinerant special education teacher, related service provider, or paraprofessional; support or training for the general educator; use of resource services; provision of note takers; supports for extracurricular or other nonacademic activities; and supports for participation in statewide or district wide achievement testing.

## 2. Accommodations and Adaptations

NOTE: “Modifications” include accommodations and adaptations. Idaho uses the terms accommodations and adaptations to describe two separate instructional and assessment practices.

Accommodations and adaptations include any changes that allow students with disabilities the same opportunity as students without disabilities to participate in and benefit from the educational program, activities, and services of the district.

Accommodations are intended to make educational opportunities more accessible. This may involve the setting, communication modality, equipment, and/or supplemental aids and services. Examples include Braille editions, large print, pencil grips, tape recorders, note takers, and computers with spell check.

Accommodations are changes in the curriculum, instruction, or testing format or procedures that enable students with disabilities to participate in a way that allows them to demonstrate their abilities rather than disabilities. Accommodations are generally considered to include assistive technology as well as changes in presentation, response, timing, scheduling, and settings that do not fundamentally alter the requirements. Accommodations do not invalidate assessment results and do not fundamentally alter the requirements or course expectations.

Adaptations are changes in educational expectations for the student with a disability compared to peers without disabilities. These adaptations include actual changes in the general education curriculum and instruction or the use of an alternative or supplemental curriculum. Adaptations include strategies such as reading aloud the reading portion of a test, using spell/grammar check for language arts assessments, and substituting out-of-level testing. Adaptations fundamentally alter requirements and invalidate assessment results and provide non-comparable results. Examples include fewer concepts to be mastered, different test questions, and material at a different reading level.



Whenever the IEP team determines that accommodations and/or adaptations are needed to ensure academic progress, these shall be indicated in the IEP. Any accommodations and/or adaptations required in physical education, vocational education, and statewide or district wide assessments shall be included in the IEP.

### 3. Assistive Technology Devices and/or Services

The district shall ensure that assistive technology devices and/or services are made available to a student, if required, as special education, related services, or supplementary aids and services. The following points are definitions and clarifications of terms:

- a. “Assistive technology device” means any item, piece of equipment, or product system, whether acquired commercially, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of a student with a disability. The term does not include a device that is surgically implanted or the replacement of such device.

The district shall permit the student to use school-purchased assistive technology devices at home and in other settings if the IEP team determines that the student needs access to these devices in non-school settings to receive FAPE. An example of this would be to complete homework. The district may hold a ~~parent and/or adult student~~ parent/adult student liable for the replacement or repair of an assistive technology device that is purchased or otherwise procured by the district if it is lost, stolen, or damaged because of negligence or misuse at home or in another setting outside of school time.

Assistive technology devices should be designed using “universal design” principles. The term “universal design” means a concept or philosophy for designing and delivering products and services that are usable by people with the widest possible range of functional capabilities. This includes products and services that are directly accessible (without requiring assistive technologies) and products and services that are interoperable with assistive technologies.

- b. “Assistive technology service” means any service that directly assists a student with a disability in the selection, acquisition, or use of an assistive technology device. The term includes the following:
  - 1) an evaluation of the student’s assistive technology needs, including a functional assessment in the student’s customary environment;
  - 2) purchasing, leasing, or otherwise providing for the acquisition of assistive technology devices;

- 3) selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing, or replacing assistive technology devices;
  - 4) coordinating and using other therapies, interventions, or services with assistive technology devices, such as those associated with existing education and rehabilitation plans and programs;
  - 5) training or technical assistance for a student with a disability or, if appropriate, that student's family; and
  - 6) training or technical assistance for professionals, including individuals providing education or rehabilitation services, employers, or other individuals who provide services or are otherwise substantially involved in the major life functions of a student with a disability.
- c. The district shall ensure that the hearing aids worn by deaf or hard-of-hearing students in school are functioning properly.
  - d. The district is responsible to appropriately monitor and check surgically implanted devices to make sure the devices are functioning properly, if the team has determined that those services are necessary. This responsibility applies to devices that are needed to maintain the health and safety of the child, including breathing, nutrition, or operation of other bodily functions, while the child is transported to and from school or is at school.

#### 4. Extended School Year Services

The district shall provide extended school year (ESY) services for students with disabilities who qualify for such services. The ESY programs for eligible students shall meet the requirements of FAPE. The student's educational program is based on individual needs and is not determined by what programs are readily available within the district. The student cannot be required to fail, or to go for an entire school year without ESY services, simply to prove a need. The IEP team shall consider the following in the development and provision of an ESY program:

- a. The term "extended school year services" means special education and/or related services that are provided beyond the regular school year:
  - 1) to a student with a disability;
  - 2) in accordance with the student's IEP; and
  - 3) at no cost to the ~~parent and/or adult student~~ parent/adult student.

The goal of ESY services is to assist students with disabilities with the emergence and maintenance of specific IEP goals addressed during the school year preceding the ESY. These may include goals related to independence, behavior, socialization, communication, and academics. The ESY services for special education students provide a different focus from general summer school programs.

- b. The ESY services shall be considered in light of the totality of the circumstances, including the following:
  - 1) Emerging skill: Few, if any, gains are made during the regular school year. A skill is in the process of emerging, and the IEP team believes that with ESY services the student would make reasonable gains; or
  - 2) Regression-Recoupment: The student would regress to such an extent and the amount of time required to relearn a skill or behavior becomes so significant that the student would be unable to benefit from his or her special education; or
  - 3) Self-Sufficiency: An interruption in services would threaten the acquisition of critical life skills that aid in the student's ability to function as independently as possible, thereby continuing the student's reliance on caretakers, including institutionalized care. Critical life skills relate to those skills that lead to independent functioning. Development of these skills can lead to reduced dependency on future caretakers and enhance the student's integration with individuals without disabilities. Skills may include such things as toileting, feeding, mobility, communication, dressing, self-help, and social/emotional functioning.
- c. Decisions concerning ESY services shall be based on collected data and written documentation. Types of data and information may include, but are not limited to, the following:
  - 1) Criterion-referenced test data: Consider daily/weekly probes or pre-test/post-test data.
  - 2) Norm-referenced test data: Consider pre-test/post-test data.
  - 3) Anecdotal records: Consider information collected throughout the school year.
  - 4) Physical, mental, or emotional health factors: Consider the educational, medical, and psychological records of the student as well as the prognosis or judgments of educators, medical personnel,

parents, and others that work with the student. Consider degenerative types of difficulties that may become intensified during breaks in educational programming.

- 5) History: Consider evidence of past regression or past ESY services. The IEP team should not automatically assume that a student who has received ESY services in the past will be eligible for ESY services in the future, but it is a factor to consider.
- 6) Data on observed performance: Consider data maintained on the student concerning performance observed in the classroom, during community-based activities, and as part of IEP progress monitoring.
- 7) Teacher interviews and recommendations: Consider progress reports by teachers, therapists, and others who have direct contact with the student before and after breaks in educational programming.
- 8) ~~Parent and/or Adult Student~~ Parent/Adult student input: Consider parent observations of the student as well as ~~parent and/or adult student~~ parent/adult student requests for ESY services.

- d. The ESY services shall be clearly delineated in an IEP. The district can meet this requirement by amending the current IEP using an amendment form or by developing a complete ESY IEP. See Section 1C of this chapter for more information.
- e. The district may not limit ESY services to particular categories of disability or unilaterally limit the amount or duration of these services.

#### 5. Transportation

Transportation is a related service if special arrangements resulting from the student's disability are required to assist a student with a disability to benefit from special education. The student's individual needs concerning his or her education are the main considerations in determining services—this includes transportation services.

The IEP team shall consider how the student's disability affects his or her need for transportation, including determining whether the student's disability prevents the student from using the same transportation provided to students without disabilities, or from getting to school in the same manner as students without disabilities. This includes transporting a preschool-age student to the site at which the district provides special education and related services to the student, if that site is different from the site at which the student receives other preschool or day-care services.

When the IEP team determines that special transportation is required and documents it on the IEP, all procedural safeguards under the IDEA 2004 shall be afforded to the student in matters concerning transportation.

Transportation needs may include, but are not limited to, the following:

- a. travel to and from school and between schools to access special education;
- b. travel in and around school buildings;
- c. specialized equipment including lifts and ramps, if required to provide special transportation; or
- d. other services that support the student's use of transportation, such as:
  - 1) special assistance (e.g., an aide on the bus and assistance getting on and off the bus);
  - 2) safety restraints, wheelchair restraints, and child safety seats;
  - 3) accommodations (e.g., preferential seating, a positive behavioral support plan for the student on the bus, and altering the bus route);
  - 4) training for the bus driver regarding the student's disability or special health-related needs. or
  - 5) attending non-academic and extracurricular activities if required by the IEP.

#### 6. Special Considerations

As appropriate, the IEP team shall also consider and include in the IEP the following:

- a. If the student's behavior impedes his or her learning or that of others, the IEP team shall consider the use of positive behavioral interventions, supports and other strategies to address that behavior.
- b. If the student has limited English proficiency, the IEP team shall consider the language needs of the student. Cognitive academic language proficiency (CALP) shall be determined by administering appropriate language dominance tests.
- c. If the student is blind or visually impaired, the IEP team shall provide for instruction in Braille and the use of Braille unless the IEP team determines that Braille is not appropriate for the student. This determination can only be

made after an evaluation of the student's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the student's future needs for instruction in Braille or the use of Braille).

- d. The IEP team shall consider the communication needs of the student. In the case of the student who is deaf or hearing impaired, the IEP team shall consider the language needs of the student, opportunities for direct communication with peers and professional personnel in the student's language and communication mode, the student's academic level, and his or her full range of needs including opportunities for direct instruction in the student's language and communication mode.

### **G. Statewide and Districtwide Achievement Testing**

Students with disabilities are to be included in all statewide and district wide assessments. Participation rates and performance data, both aggregate and disaggregate, for students with disabilities are reported to the public annually.

The IEP team shall determine how the student will participate in statewide and district wide assessments—without accommodations, with accommodations, with adaptations, or by means of the alternate assessment. The IEP team determines what accommodations and/or adaptations to use based on those that are used regularly by the student during instruction or classroom testing and on what is listed in the accommodations section of the IEP.

The IEP team shall determine whether the student meets the state criteria for the alternate assessment. It should be noted that some students might participate in parts of the regular assessment and parts of the alternate assessment. For example, a student may participate with accommodations in the *regular* reading portion of the statewide assessment and may participate in the math portion of the statewide assessment using the *alternate* assessment.

The following guidelines shall be used to determine how the student will participate in statewide and district wide assessments:

1. Regular Assessment without Accommodations

The IEP team determines and documents in the IEP that a student with a disability can adequately demonstrate his or her knowledge, abilities, or skills on statewide and district wide assessments without accommodations.

2. Regular Assessment with Accommodations

Appropriate accommodations for students with disabilities shall be based on the individual needs of each student. Accommodation decisions are made by the IEP team and shall be recorded in the IEP. Accommodations should facilitate an accurate demonstration of academic achievement, developmental, and functional performance

on State and district-wide assessments. They should not provide the student with an unfair advantage or change the underlying skills that are being measured by the test. Accommodations shall be the same or nearly the same as those used by the student in completing classroom assignments and assessment activities. The accommodations shall be necessary for enabling the student to demonstrate knowledge, ability, skill, or mastery. Accommodations *do not* invalidate test results.

3. Regular Assessments with Adaptations

A student may be unable to demonstrate what he or she knows or is able to do without using an adaptation. However, an adaptation inherently circumvents the underlying skills that the test is measuring; therefore, an adaptation *always* invalidates the assessment result. If an adaptation is included in the IEP for statewide and/or district wide assessments, it shall be one that the student uses in completing classroom assignments and assessment activities on a regular basis. Further, the use of an adaptation in statewide and district wide assessments shall be clearly coded on the student's score sheet.

The IEP team has the authority to make the decision that a student needs an adaptation in order to participate in statewide and district wide assessments, even though the adaptation *will* cause the student to score as "not proficient" and to be counted as NOT participating in the assessment under AYP determinations. All IEP team members, including the ~~parent and/or adult student~~ parent/adult student, shall understand (a) the possible consequences that could result from this decision and (b) its effect on diploma options and post school activities involving education, career opportunities, military service, and community participation.

4. ~~Idaho Standard Achievement Test—Alternate (ISAT-Alt)~~  
Alternative Assessments based on Alternate Achievement Standards

If the student cannot participate in some or all of the general assessments, the IEP shall contain a statement that includes the reason the student cannot participate in the general assessment and the alternate assessments—language arts, reading, math or science—in which the student will participate.

- a. Students Eligible to Take ~~the ISAT-Alt~~ Alternative Assessments based on Alternate Achievement Standards

The IEP team shall find that the student meets all of the criteria listed below to determine that he or she is eligible to participate in the alternate assessment:

- 1) The student's demonstrated cognitive ability and adaptive behavior prevent completion of the general academic curriculum even with program accommodations and/or adaptations;
  - 2) The student's course of study is primarily functional-skill and living-skill oriented (typically not measured by State or district assessments); and
  - 3) The student is unable to acquire, maintain, or generalize skills in multiple settings and to demonstrate performance of these skills without intensive and frequent individualized instruction.
- b. Students Not Eligible to Take ~~the ISAT-Alt~~ Alternative Assessments based on Alternate Achievement Standards

Students are *not* to be included in ~~the ISAT-Alt~~ Alternative Assessments based on Alternate Achievement Standards for any of the following reasons:

- 1) The only determining factor is that the student has an IEP;
- 2) The student is academically behind because of excessive absences or lack of instruction; or
- 3) The student is unable to complete the general academic curriculum because of socioeconomic or cultural differences.

## H. LRE Explanation and Placement Decisions

The IEP shall explain the extent, if any, to which the student will *not* participate in the general education classroom, the general education curriculum, or extracurricular or other nonacademic activities.

In recommending the ~~most~~ appropriate placement in the least restrictive environment (LRE) for the student with a disability, the IEP team shall consider the student's needs and the continuum of services to meet those needs. The ~~parent and/or adult student~~ parent/adult student shall be involved in the placement decision. Removal from the general education environment occurs only when the nature or severity of the disability is such that education in general classes with the use of supplementary aids and services cannot be achieved satisfactorily. A student with a disability is not to be removed from age-appropriate general education classrooms solely because of needed accommodations and adaptations in the general education curriculum. In addition, a student with a disability shall be educated with students without disabilities in the general education classroom to the maximum extent appropriate.



NOTE: The district's reassignment of students (with or without disabilities) to another classroom or building in the district is *not* a change of placement for a student with a disability as long as the IEP goals remain unchanged and the degree of interaction with peers without disabilities remains the same. Examples include, but are not limited to, dividing a class because of overcrowding; moving an entire grade level to a different building; and going to a different school as a result of moving from one grade level to another grade level.

See Chapter 6 for more information on placement in the LRE

### **I. Consent for Initial Provision of Special Education and Related Services**

The district shall make reasonable efforts to obtain informed consent from the ~~parent and/or the adult student~~ parent/adult student before the initial provision of special education and related services to the student.

If the ~~parent and/or adult student~~ parent/adult student communicates in writing, he or she refuses special education and related services following the evaluation and determination of eligibility, the district shall not provide special education and related services to the student. If the ~~parent and/or adult student~~ parent/adult student fails to respond to a district's documented efforts to gain consent for initial provision of special education and related services, the district shall not provide special education and related services to the student. In both cases:

1. The district shall not be in violation of the requirement to provide FAPE to the student or the requirement to provide special education and related services;
2. The district shall not be required to convene an IEP meeting or develop an IEP for the student; and
3. The district shall not use mediation and/or due process in order to obtain consent or a ruling allowing initial placement.

If the ~~parent and/or adult student~~ parent/adult student wishes to move forward with the provision of services stated on the IEP and placement in special education, consent for initial placement in special education shall be obtained after the development of an IEP. Consent means that the ~~parent and/or adult student~~ parent/adult student understands and agrees in writing to the carrying out of the activity for which consent is sought.

### **J. ~~Parent and/or Adult Student~~ Parent/Adult Student Objection to the IEP**

If the ~~parent and/or adult student~~ parent/adult student disagrees with an IEP program or placement change proposed by the district, he or she may file a written objection to all or parts of the proposed change. If the ~~parent and/or adult student~~ parent/adult student files a written objection that is postmarked or hand delivered within ten (10) days of the date he or she receives written notice from the district of the proposed change, the changes to which the ~~parent and/or adult student~~ parent/adult student objects cannot be implemented. If the changes have already

been implemented, implementation of those changes shall cease. The district and ~~parent and/or adult student~~ parent/adult student may use methods such as additional IEP team meetings, IEP facilitation, or SDE mediation to resolve the disagreement. If these attempts to resolve the dispute fail, the district may request a due process hearing to obtain a hearing officer's decision regarding the proposed change, unless it is an initial IEP. However, the written objection cannot be used to prevent the district from placing a student in an interim alternative educational setting (IAES) in accordance with the IDEA 2004 procedures for discipline of a student.

If the ~~parent and/or adult student~~ parent/adult student files a written objection to an IEP change or placement change proposed by the district any time *after ten (10) calendar days* of receiving written notice, the student shall "~~stay put~~" remain in the placement described in the disputed IEP, and that IEP is implemented as written until the disagreement is resolved unless the ~~parent and/or adult student~~ parent/adult student agree otherwise. ~~However, the written objection cannot be used to prevent the district from placing a student in an interim alternative educational setting (IAES) in accordance with the IDEA 2004 procedures for discipline of a student.~~

See Chapter 11 for information about the prior written notice requirements regarding the provision of FAPE and educational placement.

See Chapter 13 for more information about the various forms of dispute resolution.

#### **K. Additional Transition Components for Secondary-Level IEPs**

Secondary transition services are defined as a coordinated set of activities for a student with a disability that are designed within a results-oriented process focused on improving the academic and functional achievement of the student to facilitate movement from school to post school activities including postsecondary education, vocational education, integrated employment (including supported employment), continuing in adult education, adult services, independent living, or community participation. The activities include instruction, community experiences, development of employment and other post school adult-living objectives and, if appropriate, acquisition of daily living skills and a functional vocational evaluation. These activities are based on the individual student's needs, taking into account the student's strengths, preferences and interests. The following are required components for all secondary students receiving special education services.

1. Beginning with the IEP to be in effect when a student is sixteen (16) years old (or younger if determined appropriate by the IEP team), the IEP shall include:
  - a. present levels of ~~educational~~ academic and/or functional performance based on an age appropriate transition evaluation;
  - b. appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills;

- c. transition services (including courses of study), that will reasonably enable needed to assist the student in reaching postsecondary goals identified on the IEP;
- d. there must also be evidence that the student was invited to the IEP team meeting where transition services are to be discussed; if the student does not attend the IEP meeting, the IEP team must take other steps to ensure the student's preferences and interests are considered;
- e. if appropriate, a representatives of any participating agency was invited to the IEP team meeting with a prior consent of the parent or student who has reached age of majority.
- f. graduation requirements for the student receiving special education services. Refer to Chapter 7 for more detailed information on documentation of high school graduation in the IEP.

The postsecondary goals and transition services shall be updated on the IEP annually.

- 2. Not later than the student's seventeenth (17<sup>th</sup>) birthday, the IEP shall include a statement that the student and parent has been informed whether or not special education rights will transfer to the student on his or her eighteenth (18<sup>th</sup>) birthday. Special education rights will transfer from the parent to the student when the student turns eighteen (18) years old unless the IEP team determines that:

*(For more information on the transfer of rights see Chapter 11)*

- a. the student is unable to provide informed consent with respect to his or her special education program; or
- b. the parent has obtained legal guardianship.

*(For more information on the transfer of rights see Chapter 11)*

- 3. When a student exits from special education as a result of earning a regular diploma or aging out, the district shall provide the student with a summary of his or her academic achievement and performance along with recommendations concerning how to assist the student in meeting postsecondary goals.

## **L. Following the Meeting**

Following the IEP team meeting, a copy of the IEP and written notice of proposed or refused actions shall be given to the ~~parent and/or adult student~~ parent/adult student. IEPs and written notice should also be given to the ~~parent and/or adult student~~ parent/adult student whenever a change is made to the IEP or upon request.

Each general education teacher, special education teacher, related service provider, and any other service provider who is responsible for implementing any portion of the IEP shall have access to the IEP and be informed of his or her specific responsibilities. This includes being informed of any specific accommodations, adaptations, or supports that shall be provided to the student to ensure that the IEP is implemented appropriately.

### Section 3. IEP Reviews

#### A. Annual Reviews

Each student's IEP shall be reviewed at least annually by the IEP team, once every year (365 days). Meetings may be held any time throughout the school year as long as the IEP is reviewed annually and is in effect at the beginning of each school year. Either at or after the annual review, written notice that the new IEP changes will be implemented shall be provided to the ~~parent and/or adult student~~ parent/adult student.

The IEP review includes the following purposes:

1. to determine whether the student's annual goals have been achieved;
2. to revise the IEP if there is any lack of expected progress toward annual goals and in the general education curriculum, where appropriate;
3. to determine whether any additional assessments are necessary and to address the results of those conducted;
4. to address information about the student provided to, or by, the ~~parent and/or adult student~~ parent/adult student;
5. to address the student's anticipated needs;
6. to monitor the continuing eligibility of the student based on an evaluation or review of a variety of data, which may include formal or informal assessment, progress toward IEP goals and when applicable benchmarks/objectives;
7. to write a new IEP; and
8. to consider a reevaluation to determine if a student is no longer eligible and special education services should be discontinued.

#### B. IEP Amendments

In making changes to a student's IEP after the annual IEP meeting for a school year, the ~~parent and/or adult student~~ parent/adult student and the district may agree in writing not to convene an IEP meeting for the purposes of making such changes, and instead may develop a written document to amend the student's current IEP. The ~~parent and/or adult student~~ parent/adult student will be provided with a revised copy of the IEP with the amendments incorporated. The annual review date remains the date of the original IEP.

If the ~~parent and/or adult student~~ parent/adult student believes that the student is not progressing satisfactorily or that there is a problem with the current IEP, he or she may request an IEP team meeting. The district shall grant any reasonable request for such a meeting. If the district refuses to convene an IEP meeting requested by the ~~parent and/or adult student~~ parent/adult student, the district shall provide written notice to the ~~parent and/or adult student~~ parent/adult student, including an explanation of why the district has determined the meeting is unnecessary.

If any other member of the IEP team feels that the student's placement or IEP services are not appropriate, that team member may request an IEP team meeting.

Each general education teacher, special education teacher, related service provider, and any other service provider who is responsible for implementing any portion of the amended IEP shall have access to the amendment and be informed of his or her specific responsibilities.

#### Section 4. IEPs for Transfer Students

Idaho Administrative Procedures Act [IDAPA 08.02.03.109.04(f)] requires the new (receiving) district to request a copy of the eligibility documentation and most current IEP within two (2) school days. Within five (5) school days of receiving this information, the new district determines if a new assessment is required. In the meantime, if the parent agrees, an interim IEP may be developed and implemented. If there is no agreement, the student is placed in general education. Within fourteen (14) calendar days the receiving district will request the full educational record of the transferring student from the former school.

##### A. Transfer from an Idaho School District

When a student with a disability transfers school districts with a current IEP in Idaho, the district shall provide the student with FAPE. This includes services comparable to those described in the previously held IEP, in consultation with the ~~parent and/or adult student~~ parent/adult student, until such time as the district adopts the previously held IEP or develops, adopts, and implements a new IEP. The receiving district shall ~~promptly request records~~ request the eligibility documents and the most current IEP within two (2) school days from the sending district and once the district has formally received a request for a student's record from another Idaho district, the district shall forward copies or the original documents within 2 school days of the request. Within fourteen (14) calendar days the receiving district will request the full educational record of the transferring student from the former school. If originals are sent, the sending district shall maintain a copy for audit purposes.

Note: An IEP shall be developed and implemented if a new IEP cannot be developed within five (5) school days or if a reevaluation will be taking place.

**B. Transfer from an Out-of-State District**

When a student with a disability transfers from out of state to an Idaho school district with a current IEP in that other state, the district shall provide the student with FAPE. This includes services comparable to those described in the previously held IEP, in consultation with the parent and/or adult student parent/adult student, until such time as the district conducts an evaluation, if determined necessary, and develops, adopts, and implements a new IEP.

If the district has formally received a request from an out-of-state school, the district shall request copies or the original documents within 10 days of the request. If originals are sent, the district shall maintain a copy for audit purposes.

**C. Transfer to an Out-of-State District**

Within ten (10) school days of receiving a request from an out of state school district for copies of eligibility documentation and a transferring student's IEP, a district shall send the requested information to the receiving district.

**Section 5. IEPs for Children from the Infant/Toddler Program**

**A. Interagency Agreement and Protocols**

The school district, as the local lead agency for Part B, shall initiate the development of a signed interagency protocol with the regional Infant/Toddler Program (ITP) of the Department of Health and Welfare (DHW), the lead agency under Part C of the IDEA 2004. The protocol shall be in accordance with the current state Interagency Agreement for Early Childhood Special Education Services and Early Intervention for Children Ages Two through Five. See Appendix 5B.

The protocol will outline the obligations of each agency to ensure:

1. a smooth and effective transition of children served under Part C to early childhood special education services (ECSE) under Part B,
2. by the child's third birthday, eligibility for Part B services has been determined and an IEP or Individual Family Service Plan (IFSP) has been developed and implemented, and
3. each district and agency shall participate in transition planning conferences.

NOTE: A child, who turns three (3) after May 1, has been determined eligible for Part B services, and parental consent has been obtained for initial placement for Part B services, can be served as outlined in the IFSP by the ITP until school starts in the fall. This is the case unless specified differently in the local interagency protocol.

### **B. Part C to Part B Transition Planning**

In the case of a child who may be eligible for ECSE services, the district shall participate in a transition planning conference with the family arranged by the ITP. The conference will be conducted at least ninety (90) calendar days (and up to nine (9) months at the discretion of all parties) before the child's third birthday to discuss eligibility requirements under Part B of the IDEA 2004, needs and concerns of the child and family, and any services the child may receive.

For a complete and detailed description of all required transition activities, documentation and timelines, refer to Appendix 5B.

The ITP has the responsibility to:

1. notify the school district and SDE of potentially eligible children,
2. invite and coordinate a transition planning meeting to review the process to determine eligibility and assess service options available,
3. establish a plan for facilitating the transition of the toddler with a disability to early childhood special education services,
4. provide the district with a copy of the Child Outcome Summary Form (COSF) completed at exit, and
5. upon invitation, attend the initial IEP meeting.

The school district has the responsibility to:

1. make contact with the family and provide notice of procedural safeguards and written information about the Part B and early childhood special education services. This information may be provide in person, at a transition conference, or by mail.
2. attend and participate in the transition planning meeting,
3. determine eligibility and develop an IEP or IFSP prior to child's third birthday,
4. consider the Part C COSF exit outcome data ~~for~~ to help determine Part B early childhood entry outcome data,
5. invite ITP representatives, at the request of the parent, to the initial IEP meeting, and

6. obtain consent for initial provision of special education and related services under Part B.

### C. IEP or IFSP Required

1. By the child's third (3<sup>rd</sup>) birthday, the district shall have an IEP or IFSP in place for each student three (3) through five (5) years old who is eligible for ECSE services.
2. In developing the IEP, the IEP team shall consider the content of the IFSP including:
  - a. the ~~natural environments~~ least restrictive environment statement, and
  - b. the educational component that promotes school readiness, pre-literacy, language and numeracy skills
3. The IFSP may serve as the IEP of the child, if:
  - a. agreed by the district and the child's parents,
  - b. a detailed explanation of the differences between the IFSP and the IEP is provided to the parents (See Appendix 5B),
  - c. parental written informed consent is obtained, and
  - d. developed according to the IEP procedures outlined in Section 2 of this chapter. If the district elects to use an IFSP, the district is required to implement only the educational components of the IFSP.

### D. Consent and Notice Requirements

1. Notice Announcing Initial IEP Team Meeting: The district shall inform the parents of their rights to request the participation of ITP representatives at the initial IEP team meeting for children previously served by Part C.
2. Release of Information: The district shall obtain written parental consent for the release of information to obtain pertinent student records from non-educational agencies such as ITP, developmental disabilities agencies, medical providers, day-care centers, and Head Start.
3. Assessments: At the transition planning conference, if further assessments are necessary to determine eligibility, the student's present levels of academic and functional performance, and goals or services on the IEP, informed consent to evaluate is required. (Parental consent for assessment under Part B is required even though the parent may have given consent earlier under Part C). Otherwise, only



written notice to inform the parent of the district's decision to use the current evaluation data, and not to conduct any further assessments, shall be provided to the parent. The parent shall also be informed of his or her right to request additional assessments.

4. Consent for Initial Provision of Special Education and Related Services: Parental consent for the initial provision of special education and related services and written notice for the implementation of the IEP or IFSP under Part B is required. Eligibility, initial provision of services, and LRE placement shall be documented for Part B services.

#### **E. ~~Child's Status During Due Process Hearing Proceedings~~**

~~If an educational placement dispute arises involving a child transitioning from Part C to Part B, the child cannot remain in Part C services when he or she is over the age of three. If the child is found eligible for special education and related services under Part B and the parent consents to the initial provision of special education and related services, then the school district shall provide those special education and related services that are not in dispute between the parent and district until completion of all the hearing proceedings. If the parent does not give written consent for the special education or related services, the student will not receive services until completion of the hearing proceedings.~~

### **Section 6. Students with Disabilities in Adult Prisons**

The following requirements apply for students with disabilities ages eighteen (18) to the semester when they turn twenty-one (21) who are convicted as adults under Idaho law and incarcerated in adult prisons:

1. A student identified as a student with a disability, who is eligible for special education, and who is convicted as an adult and incarcerated in an adult prison, is not subject to Child Find, but if already identified is entitled to FAPE until age twenty-one (21).
2. The student will not participate in statewide assessments.
3. Transition planning and services do not apply if the student will remain in prison beyond the semester of his or her twenty-first (21<sup>st</sup>) birthday.

The IEP team may revise the student's IEP and placement, regardless of the LRE requirements, if the state has demonstrated a bona fide security or other compelling penological interest that cannot be otherwise accommodated.

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**Chapter 6**

**LEAST RESTRICTIVE ENVIRONMENT**

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## Chapter 6 Least Restrictive Environment

The ~~IDEA Individuals with Disabilities Education Improvement Act of 2004 (IDEA 2004)~~ states that, to the maximum extent appropriate, all students with disabilities, three (3) to twenty-one (21) years of age, are to be educated with age appropriate peers who are nondisabled, both with and without disabilities. This is known as the least restrictive environment (LRE). The LRE is the appropriate balance of settings and services to meet the student's individual needs. The district shall have an array of services and a continuum of educational setting options available to meet the individual LRE needs of each student.

An appropriate LRE is one that enables the student to make reasonable gains toward goals identified in an individualized education program (IEP) while being educated with peers who are nondisabled to the maximum extent appropriate as determined by the IEP team on a case by case basis. The student's IEP shall indicate the LRE for the student and explain to what extent, if any, the student will or will not participate in the general education classroom environment, the general education curriculum, and extracurricular or other nonacademic activities. This provision includes students with disabilities placed in public or private institutions or other care facilities.

Special classes, separate schooling, and other removals of a student with a disability from the general education environment may occur only when the nature or severity of the disability is such that education in the general education class, even with the use of supplementary aids and services, cannot be achieved satisfactorily.

### Section 1. Least Restrictive Environment Considerations

#### A. When to Make and Review Placement Decisions

1. Placement decisions for a student with a disability are made following the determination of the individual needs, goals, and required services.
2. Placement decisions are revisited at least annually by the IEP team, which includes ~~the parent and/or adult student~~ parent/adult student and other persons knowledgeable about the student, the meaning of the evaluation data, and the placement options available ~~in the district.~~
3. Placement decisions are reconsidered, as appropriate, when an IEP team is convened to review a student's academic, functional, or developmental progress.

#### B. Considerations in Placement Decisions

LRE decisions are made individually for each student. The IEP team shall consider the following when determining the LRE in which the IEP can be implemented:

1. IEP Goals and Services: The student's IEP goals and services are developed prior to the determination of the location of services and settings. The services and settings needed by each student with a disability must be based on the student's IEP and unique needs that result from his or her disability, not on the student's category of disability.
2. Age Appropriate Peers: Students with disabilities shall be educated with age-appropriate peers to the maximum extent appropriate. A student with a disability is not removed from age-appropriate general education environments solely because of needed accommodations and/or adaptations in the general education curriculum.
3. School of Attendance: A student with a disability shall be educated in the school as close as possible to the student's home and unless the IEP requires some other arrangement, the student is educated in the school he or she would attend if not disabled.
4. Harmful Effects: Consideration shall be given to any potential ~~current or long term~~ harmful effect on the student or on the quality of services the student needs, ~~including the student's ability to graduate and achieve their post high school goals.~~
5. Accommodations and/or Adaptations: A student with a disability is not removed from general education settings solely because of needed accommodations and/or adaptations in the general education curriculum.
6. Participation in Nonacademic and Extracurricular Services and Activities:
  - a. A student with a disability shall be allowed to participate with students without disabilities in nonacademic and extracurricular services and activities to the maximum extent appropriate. These services and activities may include meals, recess, field trips, counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the district, referrals to community agencies, career development, and assistance in making outside employment available.
  - b. The IEP team determines the supplementary aids and services that are appropriate and necessary for the student to participate in nonacademic settings and extracurricular services and activities.

### C. Documentation of Placement Decisions

If the student will not participate *entirely* in the general education classroom, curriculum, and/or nonacademic and extracurricular activities, the IEP shall include a written explanation justifying the IEP team's decisions including the consideration of supplementary aids and services. The district shall provide the parent/adult student with prior written notice whenever the IEP team proposes to change or refuses to change the educational placement of the student.

## Section 2. District Responsibility for Continuum of Settings and Services

The continuum of settings includes instruction in general classes, special classes, special schools, home instruction and instruction in hospitals and institutions. In addition, the continuum makes provision for supplemental services, such as resource services or itinerant instruction, to be provided in conjunction with the general classroom. In determining appropriate settings and services for a student with a disability, the IEP team shall consider the student's needs and the continuum of alternate placements and related services available to meet those needs. Regardless of placement, the student shall be given appropriate access to the general education curriculum, as determined by the IEP team. The district shall be able to justify the available continuum of services and placement decisions for individual students.

All LRE considerations also apply to preschool students ages three (3) to five (5) years with disabilities who are entitled to receive a free appropriate public education (FAPE). Settings for implementing IEPs for students of legal kindergarten-age are the same as for all other school-age students. Settings for implementing IEPs for preschool-age students may include public or private early childhood programs. Public schools that do not operate early childhood programs for preschool students without disabilities are not required to initiate such programs solely to satisfy LRE requirements. IEP teams in Public public schools that do not have an inclusive public preschool that can provide all the appropriate services and supports to meet the individual needs of preschool students with disabilities, shall explore alternative methods to ensure LRE requirements are met for preschool students ages three (3) to five (5) years, which may include:

1. providing opportunities for participation (even part-time) of preschool students with disabilities in public or private regular early childhood programs operated for preschool students without disabilities by other agencies, such as Head Start;
2. placing preschool students with disabilities in the following:
  - a. private early childhood programs for preschool students *without* disabilities; or,
  - b. private early childhood programs or other community-based early childhood settings that integrate students *with and without* disabilities; and,
3. locating classes for preschool students with disabilities in elementary schools.

See Chapter 11 for information regarding prior written notice requirements that apply to proposed or refused changes in educational placement.

## Section 3. Federal Reporting of LRE

**STATE DEPARTMENT OF EDUCATION  
JUNE 18, 2015**

The IEP includes a section for reporting the educational environments required for the Federal ~~December 1~~ Child Count (annual report of children served collected on any date between October 1 and December 1 of each year). This section is for reporting the amount of time the student spends in the general education environment, with or without special education and related services. After determining the LRE and the educational environments in which the student will receive their general education instruction and special education services, the IEP team will document the educational environment for federal reporting.



**Chapter 7**

**DISCONTINUATION OF SERVICES, GRADUATION, AND GRADING**

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**Chapter 7**  
**Discontinuation of Services, Graduation, and Grading**

**Section 1. Discontinuation of Services**

**A. Students Who Are No Longer Entitled to Services**

The district will follow appropriate procedures to discontinue special education services to students who are no longer entitled to those services.

1. Student No Longer Meets Eligibility Criteria

If it is suspected that a student no longer meets the eligibility criteria for the IDEA Individuals with Disabilities Education Improvement Act of 2004 (IDEA 2004), the evaluation team will conduct a reevaluation and arrange to have additional assessments conducted if necessary. If the student is no longer eligible under the Idaho eligibility standards, the district will provide the ~~parent and adult student~~ parent/adult student with written notice of this decision prior to discontinuing special education services.

2. Student Completes Requirements for a High School Diploma

The district's obligation to provide special education services ends when the student meets the district and State requirements that apply to all students for receipt of a regular high school diploma without adaptations. Although this is considered a change of placement, a reevaluation is not required. Prior to graduation and the discontinuation of special education services the district shall:

- a. provide the ~~parent and/or adult student~~ parent/adult student with written notice of the district's obligation to provide special education services ends when the student obtains a regular high school diploma; and
- b. provide the ~~parent and/or adult student~~ parent/adult student with a written summary of academic achievement and functional performance which shall include recommendations to assist the student in meeting his or her postsecondary goals. This summary is known as the Summary of Performance (SOP).

3. Student Reaches Maximum Age

For students who have not yet met their district's high school graduation requirements ~~graduated from high school by meeting requirements without adaptations to regular graduation requirements~~, the district's obligation to provide special education services ends at the completion of the semester in which the student turns twenty-one (21)

years of age. This is considered a change of placement that does not require a reevaluation. If a student is turning twenty-one (21), the district shall:

- a. provide the ~~parent and/or adult student~~ parent/adult student with written notice the district's obligation to provide special education services ends at the completion of the semester in which the student turns twenty-one (21) years of age; and,
- b. provide the ~~parent and/or adult student~~ parent/adult student written summary of academic achievement and functional performance which shall include recommendations to assist the student in meeting his or her postsecondary goals. This summary is known as the Summary of Performance (SOP).

### **B. Change in District Obligation to Provide Services**

Under certain circumstances, a student may continue to be eligible for special education services, but the district's obligation to provide services changes.

#### 1. Transfer to Another District

When a student is no longer a legal resident of ~~moves out of~~ the district, the district will forward the student's special education records electronically or by mail within ten (10) calendar days of the request from the new district. The records shall include, at least, the student's most recent individualized education program (IEP) and eligibility documentation. The sending district will retain copies or originals of the most recent six (6) ~~(56)~~ years of programmatic and fiscal records, including IEPs and eligibility documentation. During an audit, Child Count verification, or monitoring, this documentation may be needed to demonstrate that the student was eligible for special education and received special education services from the district.

#### 2. Enrollment in Private School or Receives Homeschooling

When a ~~parent and/or adult student~~ parent/adult student withdraws a student from public school and enrolls him or her in a private school or provides homeschooling, the district's responsibilities vary depending on the circumstances. See Chapters 2 and 9 for more information.

#### 3. Dropouts

When a student drops out of school, written notice will be sent to the ~~parent and/or adult student~~ parent/adult student and a copy of the notice will be placed in the student's special education confidential file. If the student reenrolls and is still eligible for special education, the previous IEP can be implemented if it is current and appropriate. A new IEP shall be developed if needed.

### C. ~~Parent and/or Adult Student~~ Parent/Adult Student Revokes Consent for Special Education Services

When a ~~parent and/or adult student~~ parent/adult student revokes consent for special education services in writing, prior written notice shall be provided specifying when the special education and related services will cease. Note: A parent/adult student has the right to revoke consent for IEP services in their entirety, not service by service. Written notice shall be sent to the parent and/or adult student following the determination of whether or not the student is still eligible to receive special education services. The written notice shall include a statement indicating the district stands ready, willing, and able to provide FAPE should the student remain eligible for special education services.

## Section 2. Graduation

Graduation means meeting district and State requirements for receipt of a high school diploma. If a student is not granted a regular high school diploma or if the high school diploma is granted based on completion of adapted graduation requirements, the student is entitled to receive a free appropriate public education (FAPE) through the semester in which he or she turns twenty-one (21) years of age or determined no longer eligible as a result of a reevaluation. A General Education Development (GED) certificate does not meet district requirements that are comparable to a regular high school diploma. The IEP team making these decisions shall include a district representative knowledgeable about State and local graduation requirements.

### A. Individualized Education Program (IEP) Team Requirements regarding Graduation:

1. ~~D determine~~ D determine whether the student will meet all state and local requirements to be eligible to graduate from high school and anticipated graduation date;
2. ~~D develop~~ D develop the course of study in collaboration with the Parent Approved Student Learning Plan required for every student prior to the end of eighth (8<sup>th</sup>) grade. The Student Learning Plan will be reviewed annually and may be revised at any time;
3. ~~B beginning~~ B beginning no later than the end of the student's ninth (9<sup>th</sup>) grade, the IEP team shall review annually the student's course of study. The IEP team shall identify and make changes to the course of study needed for the student to meet graduation requirements and become a contributing member of society;
4. ~~The IEP team shall~~ document any accommodations and adaptations made to the district's and State's regular graduation requirements on the student's behalf.

#### a. Graduation Requirements with Accommodations

Accommodations to graduation requirements are determined by the IEP team and are deemed necessary for the student to complete graduation requirements. Further:

- 1) Accommodations to graduation requirements must specifically address completion of the student's secondary program.
- 2) Accommodations will maintain the same level of rigor to the district and State graduation requirements. For example, a teacher may use different instructional strategies or alternate methods for assessing the student's acquisition of skills that are equally rigorous.
- 3) Accommodations made to any district or State graduation requirement shall be stated in the student's IEP.

b. Graduation Requirements with Adaptations

Long-term consequences for the student shall be considered when adaptations are made to graduation requirements. Further:

- 1) Adaptations to graduation requirements shall specifically address completion of the student's secondary program.
- 2) Adaptations may alter the level of rigor required in the district or State graduation requirements. Examples of adaptations include changes made to course content, objectives, or grading standard that alter the level of rigor.
- 3) Adaptations of any district or State graduation requirement shall be stated on the student's IEP. The team shall ~~should~~ discuss with the parents the effect of adaptations on regular education diploma and FAPE.

5. Demonstration of Proficiency of State Content Standards State Board of Education rule (IDAPA 08.02.03.105-~~03~~ 06) requires ~~a demonstration of proficiency regarding the 10th Grade Idaho Content Standards as a condition of graduation that each student achieve a proficient or advanced score on the Grade 10 Idaho Standards Achievement Test (ISAT) in math reading and language usage in order to graduate.~~ Each student's IEP receiving special education services will include as part of his or her IEP a statement of how the student will demonstrate proficiency ~~in~~ on the Idaho Content Standards Grade 10 Idaho Standards Achievement Test as a condition of graduation. If the method to demonstrate proficiency is different than meeting proficient or advanced scores on the high school ISAT or the ISAT-Alt, a student with an IEP may meet this requirement by:

- a. achieving the proficient or advanced score on the Idaho Standard Achievement Test (ISAT) or, for eligible students, on the Idaho Standard Achievement Test – Alternate (ISAT-Alt); or

- b. ~~using the local alternate route established by the local school board as an alternate method of demonstrating proficiency on the content standards through some other locally established plan; or~~
- c. ~~completing having an IEP that outlines alternate graduation requirements for graduation or documents assessment adaptations (adaptations that will invalidate the assessment score). outlined in the IEP.~~

## B. Graduation Ceremonies

A special education student who completes his or her secondary program through meeting graduation requirements or criteria established on his or her IEP will be afforded the same opportunity to participate in graduation ceremonies, senior class trips, etc., as students without disabilities. It should be noted the participation in his or her graduation ceremony does not, in and of itself, equate to the receipt of a regular high school diploma or completion of their secondary program.

## Section 3. Transcripts and Diplomas

### A. Transcript

The transcript serves as a record of individual accomplishments, achievements, and courses completed. Transcripts shall adhere to the following conditions:

1. Accommodations that allow the student to complete and demonstrate that he or she has met graduation requirements will not be noted on the transcript.
2. Adapted course work may be noted on the transcript if the ~~parent and/or adult student~~ parent/adult student is informed in advance and the designation is not discriminatory or identify the student as having a disability or receiving special education.
3. Course designations, titles, or symbols that are used solely to identify adapted course work that is taken by students with disabilities will not be used.

### B. Diploma

1. For students who are eligible for special education services, the district will ~~issue a~~ use a regular high school diploma at the completion of their secondary program through meeting graduation requirements or criteria established on his or her IEP; this includes students who meet the graduation requirements with accommodations and/or adaptations.

2. A modified or differentiated diploma or certificate may not be used for students who are eligible for special education unless the same diploma or certificate is granted to students without disabilities in the same graduating class.

#### **Section 4. Grades, Class Ranking, and Honor Roll**

Grades earned by students with disabilities will not be categorically disregarded or excluded from district wide grade point average (GPA) standing. The district may establish objective criteria for class rankings, honors, etc., that weight courses according to degree of difficulty or exclude non-core courses so long as such practices are nondiscriminatory. ~~The district may use contracts with a student to establish grading criteria.~~



**Chapter 8**

**CHARTER SCHOOLS**

**Chapter Contents**

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**Chapter 8****Charter Schools**

Federal law requires that students with disabilities be offered educational choices comparable to those offered to students without disabilities. One of these choices is the opportunity to attend a public charter school. Each public charter school, whether a charter school within a district (LEA) or a charter school LEA (Local Education Agency), shares in the obligation to accept and appropriately serve students with disabilities under the ~~Individuals with Disabilities Education Improvement Act of 2004 (IDEA2004)~~ IDEA in the same manner as any other public school.

The LEA charter school board of directors is required to adopt and ensure that the LEA implements this Manual.

**Section 1. Definition and Parent/Student Rights****A. Definition of Charter Schools**

In Idaho, a charter school is a public school authorized by Chapter 52, Title 33-5205, Idaho Code. A charter school operates as a nonprofit, publicly funded, nonsectarian school in one of ~~two~~ three ways:

1. as a school within a district, if authorized by the local board of trustees of a school district (LEA); ~~or~~
2. as a school authorized by the district, but operating as a separate LEA; or
3. as its own LEA, if authorized by the Idaho Public Charter School Commission or a college or university.

A charter school is bound by the conditions of its charter, ~~all federal laws, and Idaho Code and~~ applicable state and federal law.

**B. The Rights of Charter School Students and Their Parents**

~~A charter school student is a public school student. Students with disabilities who attend charter schools and their parents have all of the same rights granted to students who attend other public schools. These rights are provided under the IDEA 2004; the Elementary and Secondary Education Act (ESEA), reauthorized as the No Child Left Behind Act (NCLB); Section 504 of the Rehabilitation Act (Section 504), the Americans with Disabilities Act (ADA); and the Family Education Rights and Privacy Act (FERPA). Idaho law specifically states that charter schools cannot discriminate against any student on any basis prohibited by federal or state constitutions or any federal, state, or local law. Under Idaho State Law, the charter of an authorized charter school outlines specific mission statements, policies and procedures.~~

**STATE DEPARTMENT OF EDUCATION  
JUNE 18, 2015**

Idaho Special Education Manual Chapter 7: Discontinuation of Services, Graduation & Grading

A charter school student is a public school student. Students with disabilities who attend charter schools and their parents have all of the same rights granted to students who attend other public schools. These rights are provided under the IDEA 2004: the Elementary and Secondary Education Act (ESEA), reauthorized as the No Child Left Behind Act (NCLB); Section 504 of the Rehabilitation Act (Section 504), the Americans with Disabilities Act (ADA); and the Family Education Rights and Privacy Act (FERPA). Idaho law specifically states that charter schools cannot discriminate against any student on any basis prohibited by federal or state constitutions or any federal, state or local law.

1. Charter schools must have open enrollment that includes:
  - a. giving all students an equal opportunity to attend
  - b. being open and accessible to all students, including students with disabilities; and
  - c. admitting students on the basis of a lottery if more students apply for admission than can be accommodated
  
2. A charter school shall not adopt an admission standard, policy or procedure that would have the effect of prohibiting or discouraging a student with a disability from enrolling or attending, or have the effect of prohibiting or discouraging a parent of a student with a disability from enrolling his or her child in the charter school by:
  - a. establishing an examination or other academic criteria for admission;
  - b. requiring any activity in which the school is unwilling to accommodate or adapt their curriculum or academic standards to meet the needs of the student with a disability; and
  - c. requiring any activity in which the school suggests implicitly or explicitly that another school district would be a better placement or more capable of providing special education services or delivering education instruction (commonly referred to as “counseling out”).
  
3. A charter school must provide every student with a disability a Free and Appropriate Public Education (FAPE), which shall include appropriate special education services starting the first day of school or upon the first day the student enrolls and begins attending school.

Under Idaho State Law, the charter of an authorized charter school outlines specific mission statements, policies and procedures, and the manner by which special education services will be provided.

## Section 2. Responsibility for Services

### **A. Charter School Authorized by the District and not an LEA** (See definition in Section 1.A.1)

The district is ultimately responsible to ensure that the requirements of the IDEA 2004 are met with respect to students attending charter schools authorized by the district. A charter school's compliance with the IDEA 2004, Part B, is required regardless of whether the charter school receives any Part B funds.

1. To ensure that a charter school authorized by the district meets the IDEA 2004 requirements, the district shall ensure services to students with disabilities attending the charter schools are provided in the same manner as the district serves students with disabilities in its' other schools, including providing supplementary and related services onsite at the charter school to the same extent to which the district has a policy or practice of providing such services on the site to its' other public schools.
2. The district shall have information on file with the State Department of Education (SDE) that demonstrates students with disabilities who attend charter schools authorized by the district will receive special education and related services from either the district or the charter school (or a combination of both).
3. The district will ensure that its charter schools participate in all monitoring activities conducted by the SDE.
4. The district shall provide Part B funds and comparable services to the charter school within the district on the same basis as it provides such funds to other public schools within the district.

### **B. Charter School Operating as an LEA** (See definition in Section 1.A.2)

~~Only the Idaho Public Charter School Commission, has the authority to allow the creation of a public charter school that operates as an LEA.~~ Charter schools authorized by the Idaho Public Charter School Commission or a college or university are automatically LEAs. A district authorized school may with the approval of the district become an LEA. A charter school LEA, whether virtual or brick-and-mortar or combination thereof, has an obligation to accept and appropriately serve students with disabilities and is solely responsible to ensure that the requirements of the IDEA 2004 are met with respect to students enrolled. Compliance with the IDEA 2004, Part B, is required regardless of whether the public charter school receives any Part B funds. A charter school LEA shall:

1. participate in all monitoring activities conducted by the SDE; and,

2. in its first year of operation, participate in an onsite technical assistance visit by an SDE special education ~~monitoring~~ team to ensure that the essential components of a special education program are in place.

### Section 3. Essential Components of a Special Education Program

The Idaho charter school law requires each petition for a charter to describe the manner by which special education and related services will be provided to eligible students with disabilities.

Prior to approving a petition for a charter school, the authorizing entity—~~either the district or the Idaho Public Charter School Commission~~—shall ensure the petition includes:

1. Provisions for nondiscriminatory enrollment procedures to be publically displayed on the charter school's website and in the charter school's enrollment application form. ~~Nondiscriminatory enrollment procedures to be publically displayed on the charter school's website and in the charter school's enrollment application form.~~
2. Adequate plans, policies, procedures, contractual or other arrangements, and budget to ensure that students with disabilities attending the charter school will receive special education and related services that meet all the requirements of the IDEA 2004. The petition should describe how the charter school ~~and its authorizing entity~~ will:
  - a. have special education and related services as identified in student IEPs, in place by the first day of the school year;
  - b. conduct Child Find activities and evaluations;
  - c. develop, review, and revise IEPs in accordance with state and federal law;
  - d. employ and use highly qualified special education personnel;
  - e. meet LRE requirements;
  - f. implement the IDEA 2004 discipline procedures; and
  - g. protect student and parent rights.
3. Provisions to employ special education and related services professionals who are appropriately licensed and/or certificated for the duties they are assigned.
4. A provision for professional development plan for the training needs of special education personnel as well as general education teachers in order to meet the needs of students with disabilities who are enrolled in the charter school.

5. A plan that ensures access to charter school programs, as required by the ADA. This plan may include the actual location of the school, classrooms, and settings within the classrooms to permit access by students with disabilities.
6. A transportation plan for special education students who may, because of the nature of their disabilities, be entitled to specialized transportation as a related service, even if the charter school does not provide transportation to other students.
7. Provisions for notifying the authorizing entity in the event that a ~~formal~~ state complaint or due process hearing request is filed by or on behalf of a charter school student.

#### Section 4. Charter Schools and Dual Enrollment

~~The Board of Trustees of a district shall adopt procedures governing dual enrollment. The parent or guardian of a student of school age who is enrolled in a public charter school shall be allowed to enroll the student in a public non-charter school for dual enrollment purposes. Any charter school student participating in dual enrollment may enter into any program in the non-charter public school that is available to other students. Special education services (specially designed instruction and related services designed to meet the unique needs of a student with a disability) will be provided as appropriate only in conjunction with enrollment in academic or non-academic programs so the students can meet the education standards of the district.~~

Under Idaho Code, section 33-204, parents of public charter school students “shall be allowed to enroll the student in a public school for dual enrollment purposes.” Special education services (specifically designed instruction and services calculated to meet the unique needs of a student with a disability) shall be the obligation of the public charter school. The district shall allow public charter school students who are eligible for special education and who are otherwise qualified to participate in school programs under the dual enrollment law to:

1. enroll in general education courses under the same criteria and conditions as students without disabilities; and
2. receive accommodations in the general education courses for which they are enrolled on a 504 plan, if needed.

Public charter school students may not dually enroll solely for special education. The Board of Directors/Trustees of the public charter school and the traditional school district shall adopt procedures governing dual enrollment.

For detailed requirements and responsibilities governing dual enrollment of charter school students, see Idaho Code, section 33-203-.

## Section 5. Funding

### A. State Funds

The SDE will make apportionment payments (from state general funds) to each charter school based on attendance figures. The SDE will pay state funds directly to charter schools using the funding formula described in state law. A charter school may also be eligible for the following funds:

1. state funds for special education students who live in licensed group, foster, or personal care services homes under the provision of Idaho Code 33-1002B;
2. district-to-agency contract funds under a provision of Idaho Code 33-2004;
3. funds to serve high numbers of students with emotional disturbance under Idaho Code 33-2005; and
4. state enhancement funding sources.

### B. Federal Funds

The SDE disburses federal flow-through funds to all authorized local education agencies (LEA<sup>2</sup>s).

1. Charter School Authorized by the District as Part of a District (not an independent LEA)

The district provides funds under Part B to those charter schools that are part of the district on the same basis as the district provides funds and comparable services to the other public schools. This includes proportional distribution based on relative enrollment of students with disabilities. This distribution is made at the same time as the district distributes funds to their other public schools and must be consistent with Idaho's charter school law. The individual school's approved charter will identify whether the district will provide funding or services of comparable value.

- a. The amount of funds or comparable services will generally be equal to the per student amount the district is allocated from the SDE in the current year multiplied by the charter school's ~~December~~ Child Count from the **previous** school year.
- b. Under certain circumstances the district shall allocate Part B funds to an eligible charter school based on the number of special students enrolled and served in the **current** school year.



- 1) The district will allocate funds to a charter school within 5 months of opening or significantly expanding its enrollment if the charter school notifies the district at least 120 calendar days before it opens or significantly expands its enrollment due to a significant event that is unlikely to occur on a regular basis (such as the addition of one or more grades or educational programs in major curriculum areas), and it takes place before February 1.
  - 2) When these conditions are met, the district will allocate funds to the charter school as follows:
    - i. If the opening or expansion occurs prior to November 1, the charter school will be allocated funds in the current school year based on the current school year's ~~December~~ Child Count.
    - ii. If the opening or expansion occurs after November 1 but before February 1, the charter school will be allocated a pro-rata share of funds in the current school year based on the number of enrolled special education students with active IEPs 30 days after the opening or expansion. The pro-rata share will be the number of days the charter school will be open or expanded, divided by the number of days in the school year, multiplied by the number of special education students.
  - 3) If the opening or expansion occurs on or after February 1, the charter school will be allocated funds in the following school year based on the **following** school year's ~~December~~ Child Count.
- c. For school districts that have authorized a virtual charter school and the charter school's students are enrolled in the district but live outside district boundaries and receive education outside the district, the SDE will determine the district's Part B funding in the following way:
- 1) The calculation of the district's allocation will be made exclusive of the charter school's enrollment and special education enrollment (student count).
  - 2) After calculating the allocations for all districts using the federal funding formula and the distribution formula for any supplemental award, the SDE will determine the statewide average per-student allocation.
  - 3) The SDE will add to the district's base allocation an amount equal to the statewide average per-student allocation times the number of

students with disabilities enrolled in and determined to be eligible for and receiving special education services.

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## 2. Charter School Operating as an LEA

Public charter schools that are LEA's are responsible for adopting and implementing approved policies and procedures for special education and providing an assurance that funds will be used in accordance with Part B allowable uses.

- a. In the second and subsequent years of operation, Charter School LEAs will be allocated Part B funds in the same manner as all school districts – in accordance with the federally prescribed funding formula for the distribution of flow through funds.
- b. The policy for providing federal special education funds to new charter LEAs in the first year of operation, as required by federal regulation, includes the following steps:
  - 1) The LEA submits its ~~December 1~~ Child Count as required by IDEA 2004.
  - 2) A SDE Special Education monitoring team visits the new LEA to review the files of the students reported on the Child Count.
  - 3) The monitoring team determines the number of students meeting all eligibility requirements and receiving appropriate special education and related services.
  - 4) Based upon the number of students determined to be eligible, amounts of first- year Part B funds for allocation to the charter LEA are calculated as follows:
    - i. The statewide average per-student amount of Part B funding in the current year is determined.
    - ii. That amount is multiplied by the number of students who meet all eligibility requirements and are receiving appropriate special education services to determine the total allocation.
  - 5) The charter LEA then shall complete the Part B application documents. These include:
    - i. Assurances and Policies and Procedures Adoption
    - ii. Maintenance of Effort Assurance

- iii. Title Part B Budget Form
- 6) Once the application is submitted and approved, the charter LEA may begin drawing down these funds for the approved special education purposes.

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**Chapter 9**  
**PRIVATE SCHOOL STUDENTS**

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## Chapter 9 Private School Students

Note: For the purposes of this manual, the term “private school student” is the same as a “nonpublic school student.” A homeschooled student is not considered a private school student. A student who is enrolled in a virtual public school is not considered a homeschooled student for the duration that they attend that virtual public school.

The ~~IDEA Individuals with Disabilities Education Improvement Act of 2004 (IDEA 2004)~~ and Idaho Administrative Code includes the following:

- statutory and regulatory language, which states that students who are voluntarily enrolled in private schools are not entitled to all of the same services, including the right to a free appropriate public education (FAPE), as public school students;
- district responsibilities for special education students under Idaho’s dual enrollment law; and
- the legal requirements that come into play when a parent unilaterally enrolls his or her child in a private school and asks the district for reimbursement of these costs.

### Section 1. Definitions of Private School Placements

In order to describe the district’s responsibilities for serving private school students, it is helpful to distinguish three separate ways that students are placed in private schools. These are defined by who enrolls or places the student in a private school and why.

#### A. Definition of Voluntary Enrollment by a Parent

A parent may choose to enroll his or her child in a private school for a variety of personal reasons, such as to obtain a religious education, to attend a school with a particular philosophy or curriculum, or because the parent is dissatisfied with the services offered or provided by the district. This is considered a voluntary enrollment. See Section 2 and Section 4 of this chapter for district responsibilities. Note: The IDEA distinguishes between for profit and nonprofit private schools. If a student is placed in a for profit private school by their parents the service plan provisions do not apply.

#### B. Definition of District Placement

At times, the district may place a student in a private school or facility to fulfill its obligation to provide FAPE. These placements are always made by an individualized education program (IEP) team in accordance with the requirements of Section 3 of this chapter.

**C. Definition of Unilateral Placement of Students with Disabilities by their Parents when FAPE is an Issue**

A parent may ~~withdraw a student with a disability from a public school and then enroll the a~~ student in a private school or provide services from a private provider at ~~parent parental~~ expense because he or she believes the district has not provided FAPE in a timely manner. The parents may ~~attempt to~~ initiate a due process hearing to seek reimbursement for the costs associated with the placement from the district. All students who are placed by a parent when FAPE is an issue are also voluntarily enrolled in a private school. Specific information regarding a parent's request for reimbursement of costs of student enrollment in a private school in this situation is included in Section 5 of this chapter.

**Section 2. Students Voluntarily Enrolled by Parents**

**A. District Consultation with Private School Representatives** (may be done in coordination with Title 1 requirements for consultation)

To ensure timely and meaningful consultation a district will consult with private nonprofit elementary and secondary school representatives and representatives of parents of parentally placed private school students with disabilities during the design and development of special education and related services for the students. The consultation process shall include;

1. Child Find: The Child Find process and how parentally placed private school children suspected of having a disability can participate equitably, including how parents, teachers, and private school officials will be informed of the process.
2. Proportionate Share of Funds: The determination of the proportionate amount of federal special education funds available to serve parentally placed private school children with disabilities under this subparagraph, including the determination of how the amount was calculated. Refer to Section 2G of this chapter for information regarding the calculation of the proportionate share of funds.
3. Determination of Special Education and Related Services: Given the amount of funds to be dedicated by the district, the discussion will include the consideration of how, where, and by whom special education and related services will be provided for parentally placed private school students with disabilities, including:
  - a. types of services, including direct services and alternate service delivery mechanisms;
  - b. how such services will be apportioned if funds are insufficient to serve all students;
  - c. how and when these decisions will be made; and
  - d. how the provided services will be evaluated.



4. Ongoing Communication: Clarify how the private school and district will operate throughout the school year to ensure that parentally placed private school students with disabilities identified through the Child Find process can meaningfully participate in special education and related services. Annual consultation is not required to make these decisions. The district determines the period between consultations based on changing circumstances within the district, such as significant changes in the total amount of funds to be expended and/or the number and location of private school students with disabilities.
5. Written Affirmation: When timely and meaningful consultation has occurred:
  - a. the district will obtain a written affirmation signed by the representatives of participating private schools;
  - b. if the representatives do not provide the affirmation within a reasonable period of time the district will forward the documentation of the consultation process to the State Department of Education (SDE).
6. District Decisions: Following consultation with the private school representatives, the district will make final decisions concerning items a-d addressed above in number 3.
7. Written Explanation by the District Regarding Services: If the district disagrees with the views of the private school officials on the provision of services or the types of services, whether provided directly or through a contract, the district will provide to the private school officials a written explanation of the reasons why the district chose not to provide services directly or through a contract.

## **B. Compliance with Consultation Process**

1. General Compliance: A private school official has the right to submit a complaint to the SDE that the district:
  - a. did not engage in consultation that was meaningful and timely; or
  - b. did not give due consideration to the views of the private school official.
2. Procedure for Complaint
  - a. If the private school official wishes to submit a complaint, the official will provide the basis of the complaint to the SDE Special Education Office of Dispute Resolution.
  - b. The district will forward the appropriate documentation to the SDE.

- c. The SDE will render a written decision whether the district complied with the consultation process requirements.
- d. If the private school official is dissatisfied with the decision of the SDE, the official may submit a complaint to the Secretary of the US Department of Education by providing the basis of the complaint against the district to the Secretary, and the SDE will forward the appropriate documentation to the Secretary.

### C. Child Find Requirements

The district shall have an ongoing Child Find system to locate, identify, and evaluate all students with disabilities ages three (3) through twenty-one (21) who are educated within the district's geographic boundaries. This includes students who have been placed by a parent in a private nonprofit elementary or secondary school (including a religious school) located in the district regardless of the student's state or local residency. Note: Parents can also ask the district of residence (assuming it is different than the district where the private school is located) to evaluate their student. Both districts would have Child Find responsibilities and cannot share information between the districts without written parental consent. The district of residence would have Child Find responsibilities for students placed in for-profit schools and for children aged three (3) to five (5).

The Child Find process will be designed to encompass the following:

1. The Child Find process will ensure the equitable participation of parentally placed private and homeschool students with disabilities.
2. Child Find activities for private school students will be similar to Child Find activities for public school students, which include the evaluation process within comparable timelines.
3. The district will consult with private school representatives and representatives of parents who place their children in private schools regarding the Child Find procedures.

Note: The cost of Child Find is not counted toward the pro-rated proportionate share that the district must spend on services.

### D. Annual Count of Eligible Students

The district shall conduct an annual count ~~on December 1~~ of eligible students and report to the State Department of Education the number of private school children evaluated, the number found eligible and the number who are provided with special education services. Students aged three (3) to five (5) must have their special education services identified on an IEP since Idaho does not have state-funded preschool programs. This includes 3-5 year olds identified through the

~~child find process that are enrolled in private schools that meet the definition of an elementary school.~~ This count will be used to determine the amount of funds the district shall expend providing special education and related services to private school students in the next school year (see Section 2E). The district will consult with representatives of private school students to determine how to conduct the count.

### **E. Provision of Services**

Provision of services applies to all eligible students who attend non-profit private elementary and secondary schools within the district's geographical boundaries regardless of where they reside. Parentally placed private school students with disabilities do not have an individual right to receive some or all of the special education and related services that the student would receive if enrolled in a public school. Services offered to parentally placed private school students are determined through the district and private school consultation process.

#### 1. District Responsibilities

- a. Private school students with disabilities may receive a different amount of services than public students with disabilities; they are not entitled to every service or the amount of service that they would receive if enrolled in public school. This means that it is possible for a private school student to receive only a related service or piece of equipment.
- b. Special education and related services provided to parentally placed private school students with disabilities, including materials and equipment, will be secular, neutral and non-ideological.
- c. The district is required to offer FAPE to private school students who reside in their district, including when the student attends a private school outside of the district boundaries. Unless ~~unless~~ the parent makes clear their intention to keep their child in the private school, the district of residence must develop an IEP.
- d. Services may be provided at a public school building or another agreed upon site (including parochial schools to the extent consistent with the law) determined by the district in consultation with appropriate representatives of private school students.
- e. Services provided to private school students with disabilities must be provided by personnel meeting the same standards as personnel providing services in the public schools.

#### 2. Eligibility for Services

If an evaluation team determines that a student needs special education and related services:

- a. The district of residence shall offer to make FAPE available upon enrollment or dual enrollment in a district public school; The district of residence must develop an IEP for the student who is parentally placed in private school unless the parent makes clear an intent not to consider public school enrollment. The district has no obligation to implement that IEP unless the student enrolls in the public school;~~or.~~
- b. If the parent chooses not to enroll the student in the district of residence and designated funds are available in the district in which the private school is located, a meeting will be held to develop a Services Plan (SP). The meeting will include a representative of the private school to develop a SP. The SP is developed by the same members that would constitute the IEP team.
- c. Any services the district provides to a private school student shall be in accordance with an SP.

### 3. Service Plan (SP) Development

The SP shall describe the specific special education and related services that will be provided to the student in light of the determinations that have been made by the district. To the extent appropriate, the district shall initiate and conduct meetings to develop, review, and revise SPs in accordance with the following requirements:

- a. Given the services that the district has elected to provide to private school students, the SP must meet the requirements of the IEP to the extent appropriate (see Chapter 5). The SP excludes sections pertaining to:
  - 1) extended school year (ESY) services;
  - 2) participation in statewide and district wide assessments;
  - 3) placement determination (least restrictive environment);
  - 4) ~~December 1~~ Child Count federal report settings; and
  - 5) elements that, although typical for an IEP, would be inappropriate given the services the district has elected to provide.
- b. An SP shall be in effect at the beginning of each school year and accessible to each person responsible for its implementation.
- c. Meetings shall be held to review and revise SPs at least annually to address any lack of student progress toward goals and in the general education curriculum.

- d. The SP team members include the same members as an IEP team. The district will ensure that a representative of the private school attends these meetings or participates by some other means.
- e. A parent shall be invited to SP meetings at a mutually agreed upon date and time. The invitation must indicate the purpose, time, and location of the meeting. The parent shall be informed that he or she may bring other persons knowledgeable about the student to the meeting. A copy of the SP will be given to the parent.
- f. The team developing the SP will consider the student's strengths and results of the most recent evaluations. The private school general education teacher should participate in the development, review, and revision of the SP.
- g. If necessary for a private school student to benefit from or participate in the services the district has elected to provide, the district shall provide transportation from the student's school or home to the site where services will be provided. The district shall take the student back to either the private school or the home, depending on the timing of the services. In this sense, transportation is not a related service but a means of making the services offered accessible. Transportation costs may be included in the district's expenditure requirement. The district is not required to transport the student from home to the private school.

## **F. Dispute Resolution**

Due process hearings are available to parents of private school students only on the issue of Child Find and evaluation. Parents may challenge decisions regarding the provision of services by filing a ~~formal~~ state complaint with the SDE. (See Chapter 13 for more information on dispute resolution options.)

## **G. Determining the Proportionate Funding for Private School Students**

IDEA 2004 requires school districts to dedicate at least a proportionate share of funds received under Part B to provide services for parentally placed students with disabilities who attend private schools within the boundaries of the district, regardless of their place of residence. To determine this proportionate amount, the district shall first determine the number of these private school students through the Child Find activities developed in the consultation process with private school representatives.

The number of parentally placed private school students is divided by the total (public and private) number of students with disabilities in the district to arrive at the percentage of private school students with disabilities. This percentage is then applied to the total funding received by

the district under Part B grants Section 611 (ages three (3) to twenty-one (21) and Section 619 (ages three (3) to five (5)) to determine the district's obligation.

**Example for the XYZ School District:**

- a. The number of parentally placed private school children within the district on December 1, ~~2005~~ 2015: **10**
  - b. The number of public school children with disabilities on December 1, ~~2005~~ 2015: **90**
  - c. Percentage of private school children with disabilities: **A** divided by **A+B = 10%**
  - d. Total Part B funds allocated for school year ~~2006-2007~~ 2016-2017: **\$150,000**
  - e. Amount the district shall spend on providing special education and related services to parentally placed private school students in ~~2006-2007~~ 2016-2017: **C x D = \$15,000**
1. State and local funds may supplement but may not supplant the proportionate amount of ~~F~~ federal funds required to be expended for parentally placed private school children with disabilities.
  2. The costs of private school consultations and of carrying out Child Find activities may not be paid from the proportionate share of funds.
  3. The cost of any special education or related service, such as direct service, consultation, equipment, materials, or transportation may be used to determine that the district has satisfied its expenditure requirement for private school students with disabilities.
  4. If all proportionate funds set aside for private school students in a given fiscal year are not expended in that year they shall be carried forward into the next year for the purpose of providing equitable services.

**H. Expenditure Guidelines**

1. The district may place equipment and supplies that are purchased with Part B funds in a private school for a period of time needed for a program for eligible students with disabilities; however, the district shall:
  - a. retain title and exercise continuing administrative control over all equipment and supplies;

- b. ensure that all equipment and supplies are used only for Part B purposes;
  - c. ensure that all equipment and supplies can be removed without remodeling the private school; and
  - d. remove equipment and supplies if necessary to prevent unauthorized use.
2. The district may use Part B funds to pay an employee of a private school to provide services to students with disabilities when the employee performs the services:
  - a. outside of his or her regular hours of duty; and
  - b. under public supervision and control.
3. Part B funds shall not be used to:
  - a. finance the existing level of instruction in the private school or otherwise benefit the private school;
  - b. meet the needs of the private school; or
  - c. meet the general needs of students enrolled in the private school.
4. Part B funds shall not be used for repairs, remodeling, or construction of private school facilities.
5. If it is possible for classes to include students enrolled in both public and private schools, then the classes must not be organized separately on the basis of school enrollment or religion.
6. The district shall not appropriate any funds to private schools controlled by any church, sectarian, or religious denomination.

### **Section 3. Students Placed by the District**

When the district places a student with a disability in a private school or facility, as a means of providing special education services through the IEP team process, the district shall ensure the following:

1. All special education procedures and timelines are followed.
2. Special education and related services are provided in accordance with an IEP.

3. A representative of the private school or facility attends or participates in the meeting to develop the IEP. If the representative cannot attend other measures such as conference telephone calls will be used to ensure participation.
4. The responsibility for reviewing and revising IEPs remain with the district.
5. Services are provided at no cost to the parent, including reimbursement to the parent for transportation and other costs associated with participation at an IEP meeting conducted in a geographical area outside the jurisdiction of the district.
6. The placement in the private school or facility is the least restrictive environment for that student.
7. The student is provided an education that meets state and district standards.
8. The student is afforded the same rights as students with disabilities who attend public schools.
9. The parent is afforded the same rights as parents of students attending public schools.

In accordance with federal and state law, the SDE shall approve special education programs in private schools and facilities. The district shall ensure a program is approved prior to placing a student in that school or facility.

At the discretion of the district, once a student with a disability enters a private school or facility, meetings to review and revise the IEP may be initiated and conducted by the private school or facility. If the private school conducts a meeting, the district shall ensure that the parent and a district representative are involved in and agree to any proposed changes in the IEP before the changes are implemented.

#### **Section 4. Dual Enrollment of Private School Students by Parents**

According to Idaho Code, parents of private school students “shall be allowed to enroll the student in a public school for dual enrollment purposes.” Private school students who are dually enrolled are considered to be nonpublic school students. The district shall allow private school students who are eligible for special education and who are otherwise qualified to participate in school programs under the dual enrollment law to:

1. enroll in general education courses under the same criteria and conditions as students without disabilities; and
2. receive accommodations in the general education courses for which they are enrolled on a Section 504 plan, if needed.



Private school students may not dually enroll solely for special education and/or related services. The dual enrollment statute does not establish an entitlement to FAPE for a student with a disability. This means that there is no individual right to receive some or all special education services that the student would receive if enrolled in public school.

The reporting of attendance for private school students in the district is allowed under dual enrollment. If a student attends at least 2.5 hours per week without rounding hours, he or she shall be included in the weekly aggregate attendance. The average daily attendance (A.D.A.) is computed as .5 if the aggregate weekly hours are 2.5 or greater but less than 4.0 hours. When there are 4.0 hours or greater, divide by 4 to get the A.D.A.

Dually enrolled private school students could also be eligible to receive services that have been agreed upon through the district and private school consultation process. These services would be delivered through a SP.

## **Section 5. Unilateral Placement of Student by Parents when FAPE is an Issue**

### **A. General Provisions for Reimbursement to the Parent**

1. The district is required to make FAPE available to all eligible students with disabilities. If parents do not access FAPE, then the district is required to make provisions for private school students to receive Part B services consistent with Section 2E of this chapter.
2. The district is not required to pay for costs of tuition, special education, or related services and associated costs at a private school or facility for a student who was unilaterally placed there by a parent if the district made FAPE available to the student in a timely manner. If a parent disagrees with the availability of FAPE and there is a question about financial responsibility, the parent may request a due process hearing.
3. If the parent of a student with a disability, ~~who previously received special education and related services from the district~~, enrolls the student in a private elementary or secondary school or obtains services from a private provider at parent expense, without the consent of the district, a court or hearing officer may order the district to reimburse the parent for the costs of unilaterally placing the student in a private school if the court or a hearing officer determines that:
  - a. the district had not made FAPE available to the eligible student in a timely manner prior to the time the parent enrolled the student in the private school; and
  - b. the parent's placement is appropriate.

4. A hearing officer may find a student's placement in a private school or facility by a parent appropriate even if the private school or facility does not meet state standards. A private school will be deemed appropriate if the parent demonstrates that the private placement provides educational instruction specially designed to meet the unique needs of the child with a disability, supported by such services as are necessary to permit the child to benefit from that instruction.

#### **B. Denial or Reduction of Reimbursement to the Parent**

A court or hearing officer may reduce or deny reimbursement to a parent for the cost of a unilateral placement in a private school or facility under the following circumstances:

1. The parent did not inform the district that he or she rejected the placement proposed by the district to provide FAPE and did not state his or her concerns and intent to enroll the student in a private school. This ~~written~~ notification by the parent shall be provided to:
  - a. the IEP team at the most recent IEP meeting prior to removing the student from the public school; or
  - b. the district, in writing, at least ten (10) business days (including any holidays that occur on a business day) prior to removing the student from public school.
2. Prior to removal of the student from the public school, the district informed the parent of its intent to evaluate the student (including a statement of the purpose of the evaluation that was appropriate and reasonable), but the parent did not make the student available for the evaluation.
3. A judicial decision finds unreasonableness with respect to the actions taken by the parent.

Reimbursement shall not be reduced or denied under any of the following circumstances:

1. The district did not notify the parent of his or her obligation to provide the notice set forth in number 3 above or the district prevented the parent from providing that notice.
2. The parent had not received written notice.
3. The district's proposed placement would likely result in physical harm to the student.

Reimbursement may not be reduced or denied at the discretion of a court or hearing officer for failure to provide this notice if:

1. The parents are not literate or cannot write in English, or
2. The district's proposed placement would likely result in serious emotional harm to the student.

### **Section 6. Out of State Students Residing in Residential Facilities**

For school-age special education students from outside the state of Idaho who, due to the nature and severity of their disabilities, are residing in licensed public or private residential facilities within the state of Idaho, the school district in which the residential facility is located will provide education services to such students if requested by the licensed public or private residential facility and an agreement is entered into with the residential facility. The district will be given the opportunity to provide input on any federally required education programs or plans for such students.

#### **A. Contract for Education Services**

The contract with a residential facility will include the following provisions:

1. The education services to be provided by the district.
2. The amount to be paid by the licensed public or private residential facility.

The amount paid will be equal to the district's full cost of providing the education services delineated by the contract as determined by the district. Such students will be excluded from all average daily attendance and other reports provided to the state that would result in the distribution of state funding to the district.

In the event a residential facility fails to sign a contract with the district agreeing to pay the full cost for providing education services, the school district in which the residential facility is located will not be responsible for providing education services to the out-of-state students residing in the residential facility.

#### **B. Determining Residency**

In determining whether a student is from outside the state of Idaho, the school district in which the residential facility is located will determine the primary residency of the student's parent or guardian. Proof of Idaho residency will be established by showing an Idaho motor vehicle driver's license, payment of Idaho state income taxes, or other documentation evidencing residency within the state of Idaho.

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**Affirmation of Consultation with Private School Officials  
and Representatives of Parents**

P.L. 108-448 Individuals with Disabilities Education Improvement Act of 2004 (IDEA 2004) requires that timely and meaningful consultation occur between the district and private school representatives ~~and representatives of parents of parentally placed private school students with disabilities.~~

The following topics are to be discussed during the consultation:

- The Child Find process and how parentally placed private school students suspected of having a disability can participate equitably, including how parents, teachers, and private school officials will be informed of the process;
- The determination of the proportionate amount of Federal funds available to serve such students, including the determination of how the amount was calculated;
- The consultation process among the district, private school officials, and representatives of such students, including how such process will operate throughout the school year to ensure that such students identified through the Child Find process can meaningfully participate in special education and related services;
- How, where, and by whom special education and related services will be provided for such students, including a discussion of types of services, including direct services and alternate service delivery mechanism, how such services will be apportioned if funds are insufficient to serve all [such students], and how and when these decisions will be made; and
- If the district and a private school official disagree on the provision of services or types of services, the district will provide a written explanation of its decision to the private school official.

The district shall obtain a written affirmation signed by the representatives of participating private schools. If such representatives do not provide such affirmation within a reasonable period of time, the district shall forward documentation of the consultation process to the State Department of Education (SDE).

A private school official shall have the right to submit a complaint to the SDE that the district did not engage in consultation that was meaningful and timely or did not give due consideration to the views of the private school official. The district shall forward the appropriate documentation to the SDE. If the private school official is dissatisfied with the decision of the SDE, such official may submit a complaint to the Secretary of Education by providing the basis for the noncompliance.

**STATE DEPARTMENT OF EDUCATION  
JUNE 18, 2015**

Provision of equitable services shall be provided by employees of the district or through contract by the district with an individual, association, agency, organization, or other entity. Special education and related services provided to such students, including materials and equipment, shall be secular, neutral, and non-ideological.

The control of funds used to provide special education and related services, and title to materials, equipment, and property purchased with [Federal special education] funds shall be in the district for the uses and purposes provided, and the district shall administer the funds and property.

We agree that the district provided timely and meaningful consultation regarding the bulleted items above.

\_\_\_\_\_  
District Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Private School Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
District Name & Number

\_\_\_\_\_  
Private School Name



**Chapter 10**

**IMPROVING RESULTS**

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## Chapter 10 Improving Results

This chapter reflects the changes in the ~~IDEA Individuals with Disabilities Education Improvement Act of 2004 (IDEA 2004)~~ that focus on improving educational outcomes, analyzing and reporting data to the public, and ensuring that personnel who work with students with disabilities are prepared to meet their unique needs.

### Section 1. Monitoring Priorities and Indicators

IDEA 2004 requires increased accountability for programs serving students with disabilities. Monitoring priorities include both performance and compliance goals. Accountability areas established by IDEA 2004 include a free appropriate public education (FAPE) in the least restrictive environment (LRE), Effective General Supervision, and Disproportionality. Each priority area encompasses specific performance indicators. These indicators include both performance and compliance components. Data on those indicators shall be collected, submitted to the State Department of Education (SDE), and publicly reported annually. That data shall be used to evaluate the effectiveness of programs and identify strategies to improve student outcomes.

The district is required to submit timely and accurate data from which the district's performance will be calculated ~~on the following goals based on the indicators in the Idaho's State Performance Plan, posted online annually on the SDE website.~~

#### ~~A. FAPE in the LRE~~

- ~~1. Graduation rate~~
- ~~2. Dropout rate~~
- ~~3. Participation and performance of students with disabilities on statewide assessments~~
- ~~4. Suspension and expulsion rates for students with disabilities~~
- ~~5. Students ages six (6) to twenty one (21) educated with typically developing peers~~
- ~~6. Students ages three (3) to five (5) educated with typically developing peers~~
- ~~7. Students ages three (3) to five (5) developing positive social-emotional skills, early literacy, and behavior~~
- ~~8. School facilitation of parent involvement to improve services and results~~

**B. Disproportionality**

- ~~1. Representation of race/ethnicity in special education programs~~
- ~~2. Representation of race/ethnicity in specific disability categories~~

**C. Effective General Supervision**

- ~~1. Initial eligibility established within sixty (60) days of consent~~
- ~~2. Eligibility established for children referred from Part C and receiving services by their 3<sup>rd</sup> birthday~~
- ~~3. By age sixteen (16), students have a coordinated, measurable post-secondary goal(s) and transition services needed to meet their goals~~
- ~~4. Students no longer in secondary school who are employed or in post-secondary school, within one year of leaving high school~~
- ~~5. Identify and correct noncompliance as soon as possible, but no later than one (1) year from identification~~

**D.**

**A. SDE Responsibility**

As part of the SDE general supervision responsibilities, the ~~The~~ SDE is required to collect, review, and analyze data on an annual basis to determine if the state and districts are making adequate progress toward the required performance goals. This ~~monitoring~~ accountability process includes:

- ~~1. Measuring~~ measuring performance on goals both for the state and the districts;
- ~~2. Monitoring~~ monitoring based on district performance data, and compliance data with the IDEA 2004 ~~Regulations~~, and progress made toward meeting state goals;
- ~~3. Identifying~~ identifying districts in one of the following categories: Meets Requirements; Needs Assistance; Needs Intervention; Needs Substantial Intervention;
- ~~4. Providing~~ providing professional development and technical assistance statewide and targeted technical assistance to districts demonstrating the highest needs;
- ~~5. Reporting~~ reporting to the public on the state and districts' performance on state goals; and

6. ~~Developing~~ developing and submitting an Annual Performance Report/~~and revising~~ the State Performance Plan, as needed, to address state performance on required goals.

**E.**

**B. District Responsibility**

Progress on the state's performance goals is directly linked to the districts' efforts and progress in these same areas. On an annual basis and as part of the SDE's general supervision and accountability ~~Continuous Improvement Monitoring~~, the district shall:

1. ensure the data it collects and reports to the SDE regarding special education students and personnel is accurate;
2. use data-based decision-making procedures to review and analyze data to determine if the district is making adequate progress toward performance goals;
3. adjust strategies, as needed, to meet goals and improve student outcomes.

**Section 2. Comprehensive Early Intervening Services**

Under the IDEA 2004, the district may use up to 15% of its IDEA Part B allocation in any fiscal year to provide comprehensive early intervening services (CEIS) for students in kindergarten through grade ~~twelve (12)~~, (with a particular emphasis on students in kindergarten through grade three (3) who are not currently identified as needing special education or related services, but who need additional academic and behavioral support to succeed in a general education environment.

These funds may be used for activities that include:

1. Professional development for teachers and other school staff to enable such personnel to deliver scientifically based academic and behavioral interventions, including scientifically based literacy instruction, and, where appropriate, instruction on the use of adaptive and instructional software
2. Providing educational and behavioral evaluations, services, and supports, including scientifically based literacy instruction.

Should a district be found in having significant disproportionality as provided under Part B, the district shall use 15% of its IDEA Part B allocations to provide comprehensive coordinated early intervening services.

### **A. Budget Requirements**

If the district chooses to use IDEA Part B funds in any fiscal year to provide CEIS, the district will budget the amount used to provide these services, up to a maximum of 15% of the total allocation, in the Part B budget that is submitted annually to the SDE as part of the Part B and Preschool Application.

### **B. Reporting Requirements**

When the district uses IDEA Part B funds to provide CEIS, an annual report shall be submitted to the SDE on:

1. The number of children who received CEIS; and
2. The number of children who received CEIS and subsequently receive special education and related services during the preceding two (2) year period.

### **C. Relationship between FAPE and CEIS**

CEIS provided by the district shall not be construed to either limit or create a right to FAPE under the IDEA 2004 or to delay appropriate evaluation of a student suspected of having a disability.

## **Section 3. Personnel**

The district shall ensure that personnel working with students with disabilities meet the qualifications established by the SDE and have the content knowledge and skills to meet the needs of these students.

### **A. Appropriate Certification or Licensure**

Public school personnel shall meet the appropriate certification or licensure requirements for position assignments. Complete certification standards for personnel providing special education or related services may be found in the handbook titled Idaho Standards for the Initial Certification of Professional School Personnel (~~April 2006~~). This handbook is available from the SDE Division of ~~School Support Services Certification~~.

The lists that follow are ~~general guidelines~~ examples only. They do not include every possible position or licensing situation. For more information call the SDE Division of ~~School Support Services Certification~~ at 208/332-6800.

1. The following special education and related services positions require individuals who are employed by the district to be certificated and to meet any additional licensure requirements:
  - a. audiologist;
  - b. consulting teacher;
  - c. counselor;
  - d. director of special education;
  - e. early childhood special education teacher;
  - f. school psychologist;
  - g. special education teacher;
  - h. speech-language pathologist; and
  - i. supervisor/coordinator of special education.
2. Some special education service providers need both licensure in their area of expertise and certification from the SDE.
  - a. School nurses are certificated by the SDE and licensed by the State Board of Nursing.
  - b. School social workers are certificated by the SDE and licensed by the Bureau of Occupational Licenses.
3. Some special education service providers must meet the licensure or certification requirements in their respective professions, but certification from the SDE is not required.
  - a. Occupational therapists and physical therapists are licensed by the State Board of Medicine.
  - b. Vocational education teachers are certificated by the Idaho Division of Professional-Technical Education.
  - c. Vocational rehabilitation counselors must meet national standards for Certified Rehabilitation Counseling (CRC) to be employed by the Idaho Division of Vocational Rehabilitation.

4. Individuals who used a consultant specialist provision or a letter of authorization in the past are no longer able to use these emergency certificates as an alternative for individuals to become certificated teachers in Idaho. The district shall use the alternative authorization options to request alternative endorsement/certification when a professional position cannot be filled with someone who holds the appropriate endorsement/certification.

## **B. Highly Qualified Special Education Teachers**

In addition to being certified, K-12 special education teachers in the district who teach core academic subjects shall meet the “highly qualified teacher standards” identified in the Elementary and Secondary Education Act (ESEA) formerly known as No Child Left Behind (NCLB). The highly qualified special education teacher requirement does not apply to preschool programs since early childhood education is not a part of the Idaho public elementary and secondary school system at this time.

### **1. General Requirements for Special Education Teacher**

Any K-12 special education teacher who is not teaching a core academic subject and only consults with regular education teachers or reinforces instruction from a regular education teacher is highly qualified if the teacher holds a K-12 Exceptional Child Certificate. No waiver or temporary certification qualifies. However, a special education teacher can meet the general requirements of highly qualified if they are enrolled in an approved alternative route to certification program.

### **2. Requirements for Special Education Teachers Teaching a Core Academic Subject**

If a special education teacher is the primary deliverer of instruction in a core content subject, they shall have met the highly qualified teacher standard in each area taught.

### **3. Requirements for Special Education Teachers Teaching Multiple Subjects**

In the case of a teacher who is not new to the profession, the special education teacher shall demonstrate competence in all the core academic subjects which the teacher teaches in the same manner as is required for elementary, middle, or secondary school teachers who are not new to the profession.

In the case of a new special education teacher who teaches multiple subjects, and who is highly qualified in mathematics, language arts, or science, the teacher shall demonstrate competence in the other core academic subjects which the teacher teaches not later than two years after the date of employment.



4. Requirements for Special Education Teachers Teaching to Alternate Achievement Standards

Both new and veteran special education teachers who teach core academic subjects exclusively to students assessed against alternate achievement standards (students with significant cognitive disabilities) shall be highly qualified by either:

- a. meeting the ~~ESEA NCLB Act~~ requirement for any elementary, middle school, or high school teachers who are new or not new to the profession; or
- b. meeting the requirements of ~~ESEA the Elementary and Secondary Education Act~~ as applied to an elementary school teacher, or, in the case of instruction above the elementary level, demonstrate subject matter knowledge appropriate to the level of instruction being provided and needed to effectively teach to those grade level standards.

5. Assurance of Highly Qualified Standards

The district shall take measurable steps to recruit, train, hire, and retain highly qualified special education teachers. The district will collect and monitor data about special education personnel qualifications and ensure that personnel are appropriately and adequately prepared to serve students with disabilities.

In Title I schools, parents will be notified if students are taught for four (4) or more consecutive weeks by a special education teacher who is not highly qualified.

**C. Shortage of Personnel**

If there is a shortage of highly qualified personnel, the district shall take measurable steps to recruit and hire highly qualified personnel to provide special education and related services to students with disabilities. However, when a professional position cannot be filled with an individual who has the appropriate certification, vacant positions may be filled with personnel on the following approved alternate pathways to teaching:

1. Teacher to New Certification – An individual holds a Bachelor’s degree and a valid teaching certificate without full endorsement in area of need. The candidate works towards completing a preparation program for special education certification and is employed by the district.
2. Content Specialist – An individual who is highly and uniquely qualified in an area holds a Bachelor’s degree. The candidate works towards completing a preparation program while employed by the district. The preparation program must include mentoring, one classroom observation per month until certified, and prior to entering the classroom; the candidate completes an accelerated study in education pedagogy.

3. Computer Based Route to Teacher Certification – An individual may acquire interim certification through a computer-based alternative route to teacher certification that is approved by the State Board of Education. On November 4, 2003, the Idaho State Board of Education passed a temporary rule approving ABCTE (American Board for Certification of Teacher Excellence) as an alternate route to Idaho certification. During the interim certification, teaching shall be done in conjunction with a two year mentoring program approved by the State Board of Education.

Further information and all requirements for each alternative route to certification are available in Idaho Administrative Code (IDAPA 08.02.02) and the Idaho Standards for the Initial Certification of Professional School Personnel document.

Nothing in the IDEA 2004 creates a right of action for due process on behalf of a student or class of students for failure to employ highly qualified staff.

#### **D. Paraprofessionals, Assistants, and Aides**

The district may employ paraprofessionals, assistants, and aides who are appropriately trained and supervised to assist in the provision of special education and related services to students with disabilities if they meet standards established by the SDE (see the Documents section in this chapter).

Appropriate duties to be performed by paraprofessionals are:

1. ~~Provide~~ provide one-on-one ~~tutoring services~~ for eligible students ~~during non-instructional time by a teacher or related service provider as specified in the students' IEP;~~
2. ~~Assist~~ assist with classroom management and organizing materials;:
3. ~~Provide~~ provide assistance in a computer lab or media center;:
4. ~~Conduct~~ conduct parental involvement activities;:
5. ~~Act~~ act as a translator;:
6. ~~Assist~~ assist in provision of ~~instructional~~ services only under the direct supervision of a certified teacher or related service provider, specifically::
  - a. ~~Teacher~~ a teacher/related service provider plans instruction and evaluates student achievement; and

- b. ~~Paraprofessional~~ the paraprofessional works in conjunction with works in close and frequent physical proximity to the teacher or related service provider as determined by the student's IEP.

A special education paraprofessional working in a Title I school-wide program shall be highly qualified as demonstrated by the competencies listed in the ESEA NCLB Act.

1. All Title I paraprofessionals must have a secondary school diploma or its recognized equivalent.
2. Additionally, except as noted below, paraprofessionals hired after January 8, 2002, and working in a program supported with Title I, Part A funds must have—
  - a. Completed two years of study at an institution of higher education(In Idaho, this is 32 credits from an accredited university or college); or
  - b. Obtained an associate's (or higher) degree; or
  - c. Met a rigorous standard of quality and be able to demonstrate, through a formal state or local academic assessment, knowledge of and the ability to assist in instructing, reading, writing, and mathematics (or, as appropriate, reading readiness, writing readiness, and mathematics readiness) (in Idaho this is the ETS Parapro Praxis with a minimum score of 460).

~~1. Strategies to Assist Individuals in Meeting Paraprofessional Standards~~

~~The district shall assist individuals in meeting the paraprofessional standards established by the SDE. A variety of strategies may be used to assist individuals in developing the skills necessary to meet the paraprofessional standards, including:~~

- ~~a. participating in on-the-job training with follow-up provided by the supervising teacher;~~
- ~~b. reading printed materials;~~
- ~~e. participating in workshops;~~
- ~~d. viewing videos;~~
- ~~e. completing university course work;~~
- ~~f. conducting personal research and studying; or~~
- ~~g. training sponsored by the district.~~

~~2. Verifying that an Individual has Met Paraprofessional Standards~~

~~The district will determine the means of verification that will be used to assess whether individuals working with students with disabilities have met the paraprofessional standards. Competence may be demonstrated in a variety of ways, such as:~~

- ~~a. successful performance of duties;~~
- ~~b. interview with the paraprofessional;~~
- ~~c. observation;~~
- ~~d. portfolio assessment;~~
- ~~e. completion of a course or workshop; or~~
- ~~f. verification from a former employer.~~

The district may encourage qualified ~~para-educators~~ paraprofessionals employed in their classrooms to become certified teachers. The alternative route preparation program for para-educator to teacher must be completed within five (5) years of admission to the program. Candidates work toward completion of a preparation program while employed by the school district.

**E. Educational Interpreters**

The district may only employ an individual as an educational interpreter if they have met the state qualifications identified in Idaho Code 33-1304. Educational interpreters employed by the district shall complete a minimum of eighty (80) hours of training in the areas of interpreting or translating every five years.

**F. Supervision of Staff**

A teacher and/or a related service provider with appropriate certification or licensure who has been informed of his or her specific responsibilities related to a student's IEP has the primary responsibility to ensure the appropriate implementation of the IEP. The district has policies and procedures for the supervision and evaluation of all certificated/licensed or contracted employees.

The certificated/licensed teacher and/or related service provider will generally be responsible for the supervision of all paraprofessionals, assistants, and aides who provide direct services to

students with disabilities. All paraprofessionals, assistants, and aides must have a supervision plan developed by a certificated or licensed professional.

### **G. Professional Development Plan**

The district will take measures to ensure that all personnel necessary to provide special education and related services according to the IDEA 2004 are appropriately and adequately prepared. Personnel may use a variety of opportunities for technical assistance and training activities to further develop professional knowledge and skills in order to meet the needs of students with disabilities.

To the extent the district determines it is appropriate, paraprofessional personnel may use the technical assistance and training activities offered by the district or SDE to improve practice for paraprofessional supports for special needs students (See Appendix for guidance materials for best practice. fulfill part of the Standards for Paraprofessionals Supporting Special Needs Students. See pages the Documents section of this chapter for a list of the standards.

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**\*Special Education HQT Document from Certification**

**Standards for Paraprofessionals Supporting Students with Special Needs**

State and federal law requires paraprofessionals who assist in the provision of special education and related services have the skills and knowledge necessary to meet the needs of students with disabilities. To this end, the State Department of Education has developed “Standards for Paraprofessionals Supporting Special Needs”

Orientation and training in the paraprofessional’s first year of employment target entry level standards to ensure that all paraprofessionals are knowledgeable, have the skills needed to support the programs to which they are assigned, and comply with legal and policy requirements. Training to address intermediate standards can extend over a two year period and is planned according to the needs of the paraprofessional, as determined by the annual evaluation. Training to address advanced standards is not required.

(E) = Entry Level ————— (I) = Intermediate ————— (A) = Advanced

**Principle 1: The paraprofessional has a basic knowledge of the discipline(s) taught and supports the teacher/provider in creating learning experiences that make the subject matter meaningful for students.**

**Knowledge**

1. The paraprofessional has the basic academic skills needed to perform his or her assignments. (E)
2. The paraprofessional possesses basic educational terminology regarding students, programs, roles, and instructional activities. (I)

**Disposition**

1. The paraprofessional realizes how the application of learning is useful in life.

**Performance**

1. The paraprofessional demonstrates the academic skills needed to perform his or her assignment(s). (E)
2. The paraprofessional is able to use basic educational terminology to understand assigned tasks. (I)
3. The paraprofessional presents subject area content accurately to students. (I)

~~**Principle 2: The Paraprofessional has a basic knowledge of how students learn and develop and assists in providing opportunities that support the students' intellectual, social, and personal development.**~~

**Knowledge**

- ~~1. The paraprofessional understands which materials and activities are chronologically age appropriate. (I)~~

**Disposition**

- ~~1. The paraprofessional appreciates individual variations within each domain of development.~~

**Performance**

- ~~1. The paraprofessional uses developmentally appropriate and age appropriate strategies, equipment, materials, and technologies as directed by the teacher/provider. (I)~~

~~**Principle 3: The paraprofessional knows that students differ in their approaches to learning and assists in creating instructional opportunities that are adapted to students with diverse needs.**~~

**Knowledge**

- ~~1. The paraprofessional understands the impact that a disability or a combination of disabilities may have on a student's life. (E)~~
- ~~2. The paraprofessional knows about different methods that are used by teacher/providers to accommodate individual student learning needs. (I)~~
- ~~3. The paraprofessional has a basic knowledge of the strategies used to support the learning of students whose first language is not English. (I)~~
- ~~4. The paraprofessional has an awareness of common assistive technology devices used to accommodate student learner needs. (I)~~
- ~~5. The paraprofessional understands, in general terms, Idaho's special education requirements, including definitions, qualifications, and services. (I)~~
- ~~6. The paraprofessional knows about areas of exceptionality, such as learning disabilities, visual and perceptual difficulties, emotional and behavioral problems, physical and cognitive delays, and giftedness. (I)~~



- ~~7. The paraprofessional understands variations of beliefs, traditions, and values regarding disability across cultures and their effect on relationships among the student, the family, and school personnel. (A)~~

### **Disposition**

- ~~1. The paraprofessional has an appreciation of programs for students with diverse needs.~~
- ~~2. The paraprofessional believes that all students can learn.~~
- ~~3. The paraprofessional believes his or her role includes advocating for, encouraging, motivating, and facilitating individual learning.~~
- ~~4. The paraprofessional respects students as individuals with differing backgrounds, skills, talents, and interests.~~
- ~~5. The paraprofessional is sensitive to community and cultural norms.~~

### **Performance**

- ~~1. The paraprofessional uses his or her understanding of program requirements to carry out assignments. (E)~~
- ~~2. The paraprofessional persists in helping all students achieve success. (E)~~
- ~~3. The paraprofessional assists in adapting instructional strategies and materials according to student needs and ability levels. (I)~~
- ~~4. The paraprofessional assists the teacher/provider to maintain assistive/adaptive/medical services. (I)~~
- ~~5. The paraprofessional demonstrates the ability to carry out a variety of teacher/provider directed accommodations and adaptations to address the individual student's needs. (I)~~
- ~~6. The paraprofessional demonstrates proper lifting, carrying, and transferring techniques. (I)~~
- ~~7. The paraprofessional uses a number of teacher/provider directed strategies to support the learning of students whose first language is not English. (I)~~

**~~Principle 4: The paraprofessional understands and uses a variety of instructional strategies to assist the teacher/provider.~~**

### **Knowledge**

- ~~1. The paraprofessional knows where to access a variety of learning resources. (E)~~
- ~~2. The paraprofessional understands that students from diverse experiential, cultural, economic, and language backgrounds may need different strategies for learning. (I)~~
- ~~3. The paraprofessional has a basic understanding of a variety of instructional techniques used by the teacher/provider. (I)~~
- ~~4. The paraprofessional understands basic instructional, remedial, and accelerated methods, techniques, and materials for teaching a variety of students. (A)~~

### **Disposition**

- ~~1. The paraprofessional believes that a variety of instructional strategies may be necessary to meet individual needs.~~
- ~~2. The paraprofessional values flexibility and resourcefulness in supporting the teacher/provider in adapting and modifying instruction to address student needs.~~

### **Performance**

- ~~1. The paraprofessional uses a variety of instructional techniques as modeled by the teacher/provider. (I)~~
- ~~2. The paraprofessional locates and maintains a variety of instructional resources as directed by the teacher/provider. (I)~~

**Principle 5: The paraprofessional understands the impact of the educational environment on student learning, self-motivation, and positive social interaction and assists in creating a positive learning environment.**

### **Knowledge**

- ~~1. The paraprofessional understands district guidelines for protecting the safety, health, and well-being of students and staff (e.g., universal precautions for preventing illnesses and infections, the proper body mechanics for lifting students and heavy objects, CPR, and first aid). (E)~~
- ~~2. The paraprofessional understands how social groups function and influence people and how people influence groups. (I)~~
- ~~3. The paraprofessional recognizes factors and situations that are likely to promote or diminish intrinsic motivation and knows how to help students become self-motivated. (I)~~

- ~~4. The paraprofessional understands the goal of promoting student self-determination and self-advocacy skills and his or her role in supporting that goal. (I)~~
- ~~5. The paraprofessional has a general understanding of positive behavioral supports. (I)~~
- ~~6. The paraprofessional understands the demands of various classroom and non-classroom environments on individuals with diverse learning needs. (A)~~

### **Disposition**

- ~~1. The paraprofessional values the role of students in promoting one another's learning and recognizes the importance of peer relationships in establishing a climate of learning.~~
- ~~2. The paraprofessional recognizes the value of intrinsic motivation to students' lifelong growth and learning.~~
- ~~3. The paraprofessional values and understands student independence and the "dignity of risk."~~
- ~~4. The paraprofessional respects a wide diversity of beliefs, traditions, and values found across cultures and environments.~~
- ~~5. The paraprofessional is committed to helping students develop self-confidence and competence.~~

### **Performance**

- ~~1. The paraprofessional carries out school behavior management policies and practices. (E)~~
- ~~2. The paraprofessional uses positive behavioral supports, crisis intervention, and restraint techniques consistent with the district/agency policy. (E)~~
- ~~3. The paraprofessional assists in establishing a positive climate in the classroom and participates in maintaining such a climate in the school as a whole. (E)~~
- ~~4. The paraprofessional plans for smooth transitions between activities and environments. (E)~~
- ~~5. The paraprofessional maintains a safe and effective learning environment for academic and nonacademic settings (e.g., lunchrooms, study halls, playgrounds, and buses). (E)~~
- ~~6. The paraprofessional supports a learning community in which individual differences are respected and valued. (E)~~
- ~~7. The paraprofessional assists in creating a learning community in which students assume responsibility for themselves and one another, participate in decision making, work collaboratively and independently, resolve conflicts, and engage in purposeful learning activities. (I)~~
- ~~8. The paraprofessional assists in modifying the learning environment to manage behavior. (I)~~

- ~~9. The paraprofessional implements behavioral prevention, intervention, and reinforcement plans that have been developed by the teacher/provider. (I)~~

**Principle 6: ~~The paraprofessional uses a variety of communication techniques, including verbal, nonverbal, and media in and beyond the classroom.~~**

### **Knowledge**

- ~~1. The paraprofessional is aware of effective communication styles. (I)~~
- ~~2. The paraprofessional understands how diversity affects community in the classroom. (I)~~
- ~~3. The paraprofessional has an understanding of verbal and nonverbal communication. (I)~~
- ~~4. The paraprofessional has knowledge of the basic functions of multimedia technology (e.g., computer, video, recorder, projector). (I)~~
- ~~5. The paraprofessional has knowledge of basic computer software and functions, e-mail, and the Internet. (I)~~
- ~~6. The paraprofessional knows strategies and techniques that facilitate communication for students with diverse needs. (A)~~

### **Disposition**

- ~~1. The paraprofessional values the ways in which people seek to communicate and encourages various modes of communication in the classroom.~~

### **Performance**

- ~~1. The paraprofessional effectively communicates with team members. (E)~~
- ~~2. The paraprofessional is a thoughtful and responsive listener. (E)~~
- ~~3. The paraprofessional demonstrates sensitivity to cultural and other differences in communication methods (e.g., appropriate use of eye contact, interpretation of body language and verbal statements, acknowledgement of and responsiveness to different modes of communication and participation). (I)~~
- ~~4. The paraprofessional uses a variety of media communication tools, including audiovisual aids and computers, to enrich learning opportunities. (I)~~

**Principle 7: The paraprofessional implements teacher/provider designed instructional plans based upon knowledge of subject matter, students, the community, and curriculum goals.**

**Knowledge**

- ~~1. The paraprofessional understands that instruction is more effective when designed around student strengths, interests, and abilities. (I)~~
- ~~2. The paraprofessional knows that a variety of elements (instructional materials, individual student interests, needs, aptitudes, and community resources) are considered when planning instruction for students. (I)~~
- ~~3. The paraprofessional understands that curriculum and instructional planning are based on learning theory and child and adolescent development. (A)~~

**Disposition**

- ~~1. The paraprofessional believes that plans shall always be open to adjustment and revision, as directed by the teacher/provider, based on student needs, student input, and changing circumstances.~~
- ~~2. The paraprofessional values planning as a collegial and collaborative activity.~~
- ~~3. The paraprofessional values both long term and short term planning.~~

**Performance**

- ~~1. The paraprofessional follows teacher/provider written and verbal plans, seeking clarification as needed. (E)~~

**Principle 8: The paraprofessional supports the teacher/provider in evaluating the intellectual, social, and physical development of the student.**

**Knowledge**

- ~~1. The paraprofessional understands the purposes of formative and summative assessment and evaluation. (I)~~
- ~~2. The paraprofessional realizes the need to use multiple strategies to assess individual student progress. (I)~~
- ~~3. The paraprofessional understands the distinctions in the roles of teachers/providers, other licensed district/agency professionals, and paraprofessionals in assessing student strengths and needs. (I)~~

**Disposition**

- ~~1. The paraprofessional values ongoing assessment as essential to the instructional process and recognizes that many different assessment strategies, accurately and systematically used, are necessary for monitoring and promoting student learning.~~

**Performance**

- ~~1. The paraprofessional assists teachers/providers with maintaining student records required by the state or the district. (E)~~
- ~~2. The paraprofessional gathers information by using informal and functional assessment methods under teacher/provider direction. (I)~~
- ~~3. The paraprofessional objectively shares relevant information about student performance to assist the teacher/provider in the planning process. (I)~~
- ~~4. The paraprofessional assists in providing assessment accommodations and adaptations as designed by the teacher/provider. (I)~~
- ~~5. The paraprofessional administers formal assessments when given appropriate training and supervision. (A)~~

**Principle 9: The paraprofessional engages in continued professional improvement toward an identified goal.**

**Knowledge**

- ~~1. The paraprofessional has an awareness of his or her professional strengths and needs. (E)~~
- ~~2. The paraprofessional is aware of the personal biases and differences that affect job performance. (I)~~
- ~~3. The paraprofessional is knowledgeable about resources that provide opportunities for professional growth. (I)~~

**Disposition**

- ~~1. The paraprofessional embraces lifelong learning.~~
- ~~2. The paraprofessional is committed to ongoing reflection, assessment, and learning as a process.~~

- ~~3. The paraprofessional is committed to seeking, developing, and continually refining practices.~~
- ~~4. The paraprofessional values constructive feedback as a learning tool.~~
- ~~5. The paraprofessional values competency and integrity.~~

### **Performance**

- ~~1. The paraprofessional uses self-reflection as a means of improving job performance. (E)~~
- ~~2. The paraprofessional asks for and accepts feedback from the teacher/provider. (E)~~
- ~~3. The paraprofessional documents progress toward his or her professional development. (I)~~
- ~~4. The paraprofessional participates in meaningful professional development opportunities in order to demonstrate current, effective practices. (I)~~

**~~Principle 10: The paraprofessional interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.~~**

### **Knowledge**

- ~~1. The paraprofessional understands the distinction between the roles of all team members in support of student learning. (E)~~
- ~~2. The paraprofessional understands the relationships among school personnel, families, and the larger community and how such partnerships foster student learning. (E)~~
- ~~3. The paraprofessional understands the common concerns that the parents of students with diverse needs may have. (E)~~
- ~~4. The paraprofessional knows how to respond respectfully to a parent, the community, or another educator in conflict situations. (E)~~
- ~~5. The paraprofessional knows the rights and responsibilities of parents, students, teachers, professionals, and schools as they relate to students with learning needs. (E)~~
- ~~6. The paraprofessional knows signs of emotional distress, child abuse, substance abuse, and neglect in students and how to follow the procedures to report known or suspected abuse or neglect to the appropriate authorities. (E)~~

- ~~7. The paraprofessional understands the expectations for professional conduct, policies, procedures, and laws with regard to student and parent rights. (E)~~

### **Disposition**

- ~~1. The paraprofessional respects the need for beneficial relationships among families, school personnel, and community members.~~
- ~~2. The paraprofessional is concerned about all aspects of the student's well-being and is alert to signs of difficulties.~~
- ~~3. The paraprofessional respects the dignity, rights, and privacy of students and families.~~
- ~~4. The paraprofessional is respectful of distinctions among the roles and responsibilities of paraprofessionals, professionals, and other team members.~~

### **Performance**

- ~~1. The paraprofessional respects student privacy, student rights, and the confidentiality of information. (E)~~
- ~~2. The paraprofessional effectively collaborates with team members. (E)~~
- ~~3. The paraprofessional follows teacher/provider instructions and honors team decisions in daily practice. (E)~~
- ~~4. The paraprofessional provides positive representation of the student, school, and district. (E)~~
- ~~5. The paraprofessional develops a rapport with students (e.g., talks with and listens to students) is sensitive and responsive to clues of distress, and seeks outside help as needed. (E)~~
- ~~6. The paraprofessional demonstrates professional conduct in accordance with district policies and state laws. (E)~~
- ~~7. The paraprofessional exercises objective and prudent judgment. (E)~~
- ~~8. The paraprofessional follows policy regarding reporting suspected child abuse, neglect, or threat of harm to the student or others. (E)~~



**Chapter 11**

**PROCEDURAL SAFEGUARDS**

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**Chapter 11  
Procedural Safeguards**

This chapter reflects changes in procedural safeguards as a result of the IDEA Individuals with Disabilities Education Improvement Act of 2004 (IDEA 2004).

**Section 1. Procedural Safeguards Notice**

A ~~parent and/or adult student~~ parent/adult student has specific procedural safeguards given to him or her by the IDEA 2004 and state law. Each district has a document titled *Procedural Safeguards Notice* that is provided to parents/~~and/or~~ adult students which contains a full explanation of the special education rights. The *Procedural Safeguards Notice* shall include a full explanation of the procedural safeguards, written in the native language of the parents (unless it clearly is not feasible to do so) and written in an easily understandable manner.

**A. Procedural Safeguards Notice Contents**

The following table lists various topics contained in the *Procedural Safeguards Notice* and identifies what chapter in this Manual provides more information about each topic.

Topic	Chapter
1. parental consent	11
2. written notice	11
3. access to educational records	11
4. independent educational evaluation (IEE)	11
5. the opportunity to present and resolve complaints, including: <ul style="list-style-type: none"> <li>a. the time period in which to make a complaint</li> <li>b. the opportunity for the district to resolve the complaint</li> <li>c. the availability of SDE mediation</li> <li>d. the differences between a due process hearing complaint and state complaint</li> </ul>	13
6. the student's placement during pendency of due process proceedings	13
7. procedures for students who are subject to placement in an interim alternative educational setting (IAES)	12
8. requirements for unilateral placement by parents of students in private schools at public expense	9
9. due process hearings, including requirements for disclosure of evaluation results and recommendations	13
10. civil actions, including the time period in which to file such actions	13
11. attorney fees	13

## **B. When the Procedural Safeguards Notice Is Provided**

The district will provide a *Procedural Safeguards Notice* that includes a full explanation of the special education rights afforded the ~~parent and/or adult student~~ parent/adult student only once per year, except that a copy will be given to the ~~parent and/or adult student~~ parent/adult student:

1. upon an initial referral or ~~parent and/or adult student~~ parent/adult student request for evaluation;
2. upon the first occurrence of a filing of a due process hearing or ~~an administrative~~ a state complaint;
3. when a decision is made to take a disciplinary action that constitutes a change of placement; and
4. upon request by the parent.

A *Procedural Safeguards Notice* suitable for copying can be found in the document section of this chapter.

## **Section 2. Domestic Considerations**

### **A. Parent**

#### 1. Definition

The term “parent” means:

- a. a biological, adoptive, or foster parent of a child;
- b. a guardian (but not the state if the child is a ward of the state);
- c. an individual acting in the place of a biological or adoptive parent (including a grandparent, step parent, or other relative) with whom the child lives;
- d. an individual who is legally responsible for the child’s welfare
- e. an adult student; or
- f. a surrogate parent who has been appointed by the district.

#### 2. Determining Who Has Parental Rights

In determining who has parental rights, individuals should be considered in the following order of priority:

- a. a biological parent ~~who retains guardianship~~; unless a Court orders a specific person to act as the parent or to make educational decisions on behalf of the child;
- b. a person who has legal documentation (guardianship, power of attorney, custody agreement) of being responsible for the student's welfare;
- c. a grandparent, stepparent, other relative, or foster parent with whom the student lives and who is acting as a parent; or
- d. a surrogate parent appointed by the district to represent the student's interests in educational decisions.

## B. Surrogate Parent

### 1. Definition

A "surrogate parent" is an individual assigned by the district to assume the rights and responsibilities of a parent under the IDEA 2004 in any of the following circumstances:

- a. No parent can be identified or located for a particular student.
- b. The student is a ward of the state.
- c. The student is an unaccompanied homeless youth.

The surrogate parent has the same rights as a biological parent throughout the special educational decision-making process.

### 2. Referral for a Surrogate Parent

Any person who is aware that a student may need a surrogate parent may make a referral for a determination to the district's special education director or an appropriate district administrator. The district will appoint a surrogate in any of the following circumstances:

- a. A parent cannot be identified.
- b. A parent cannot be found after reasonable efforts to locate the parent.

- c. The student is a ward of the state. If a state judge has appointed a surrogate to oversee the care of a student who is a ward of the state, the judge-appointed surrogate may make decisions regarding the student's education, including special education, provided he or she meets the criteria for a district-appointed surrogate.
- d. The student is a homeless youth who is unaccompanied.

The district will make a good faith effort and maintain records of attempts to locate a parent. The district cannot appoint a surrogate parent when the biological parent is available but chooses not to participate. When a surrogate parent is needed for a student, the district will appoint a surrogate who meets the conditions set forth in item 3, below. The district will make reasonable efforts to assign a surrogate within thirty (30) calendar days after it determines that the student needs a surrogate.

### 3. Criteria for Serving as a Surrogate Parent

A surrogate parent may represent the student in all matters relating to identification, evaluation, placement, and the provision of FAPE. The surrogate parent shall:

- a. Have knowledge and skills that ensure effective representation.
- b. Have no personal or professional interest that conflicts with the interest of the student.
- c. Meet the following conditions:
  - 1) is not an employee of the SDE, the district, or any other agency that is involved in the education or care of the student;
  - 2) is not an employee of a nonpublic agency that provides educational care for the student.

Note: A person who otherwise qualifies to be a surrogate parent is not an employee of the district or agency solely because he or she is paid to serve as a surrogate parent.

In the case of a student who is an unaccompanied homeless youth, appropriate staff of emergency shelters, transitional shelters, independent living programs, and street outreach programs may be appointed as temporary surrogate parents until a surrogate can be appointed that meets all the requirements.

### C. Adult Students and the Transfer of Rights

An “adult student” is a student who is at least eighteen (18) years of age to whom special education rights have transferred under the IDEA 2004 and Idaho Code.

1. Discussion of the Transfer of Rights: Not later than the student’s seventeenth (17<sup>th</sup>) birthday, the IEP team shall discuss the transfer of special education rights to the student. Special education rights will transfer from the parent to the adult student when the student turns eighteen (18) years of age unless:
  - a. the IEP team determines that the student does not have the ability to make informed decisions with respect to his or her educational program; or
  - b. a parent has obtained legal guardianship from a Court including the scope of educational matters.
2. Basis for Denial of Transfer: During the IEP meeting to discuss the transfer of rights, the IEP team will use the following as the basis for any denial of the transfer:
  - a. Evaluation data, test results, written reports, teacher observation, education records, and parent input, including whether the parent intends to seek guardianship.
  - b. Answers to the following questions:
    - 1) Is the student capable of understanding his or her rights?
    - 2) Is the student capable of exercising his or her rights?
    - 3) Is the student capable of understanding the consequences and impact of his or her decisions?
3. Following a Determination Concerning the Transfer of Rights: When the student’s special education rights transfer at age eighteen (18), the parent and student will be informed that rights have transferred. The IEP shall contain a statement referring to the transfer (or not) of rights:
  - a. If the team determines that there is no relevant information about the student to prohibit the transfer of rights at age eighteen (18), the student’s IEP shall contain a statement that the student has been informed that special education rights will transfer to him or her. The parent retains the right to receive notices required by the IDEA 2004.
  - b. If the IEP team determines that the student lacks the ability to provide informed consent with respect to his or her educational program, a statement will be included in the IEP indicating that the parent, or other individual if the

parent is not available, will retain all special education rights after the student reaches age eighteen (18).

- c. If rights have transferred, the district shall continue to provide notices to the parent, but nothing under the IDEA 2004 requires parent participation in the process.
4. Revoking a Transfer of Rights: There is nothing in federal or state law that prohibits the IEP team from changing its decision later, based on new information and input. Under state law, a parent can provide legal documentation of a student's incompetence *after* the student reaches age eighteen (18).

#### **D. Emancipated or Married Minors**

Idaho law does not provide for the emancipation of minors. However, minors who have been emancipated by a court of law in another state are considered an adult in Idaho. Emancipated minors should be able to provide the legal court document awarding them the power and capacity of an adult. A student under age eighteen (18) who claims to be an emancipated minor, but is unable to provide documentation should be assigned a surrogate parent by the district if a parent cannot be located.

Students under the age of eighteen (18) who are married to an adult, eighteen (18) years or older, are not emancipated minors in Idaho and do not have the power and capacity of an adult student. Instead, the spouse acts as the guardian of the student regarding legal rights and responsibilities.

#### **E. Ward of the State**

The term "ward of the state" means a child who, as determined by the state where the child resides, is a foster child, or a ward of the state *or* is in the custody of a public child welfare agency. The term does not include a foster child who has a foster parent who meets the definition of a parent in Section 2A.

#### **F. Child Custody**

##### 1. Definitions of Custody

The following definitions of custody are used by Idaho courts in divorce proceedings:

- a. **Joint custody** means an order awarding custody of a minor child to both parents and providing that physical custody shall be shared by the parents in such a way as to assure the child frequent or continuing contact with both parents. A court may award either joint physical custody or joint legal custody, or both. If the court has declined an order awarding joint custody, the court order shall state in the decision the reason for denial of joint custody.



- b. **Joint physical custody** means awarding each of the parents significant periods of time in which a child resides with or is under the care and supervision of each of the parents. The actual amount of time with each parent is determined by the court. Generally, one of the parents is awarded primary physical custody.
- c. **Joint legal custody** means that the parents or parties are required to share the decision-making rights, responsibilities, and authority relating to the health, education, and general welfare of a child. In Idaho, parents have joint legal custody unless the rights of one or both parents have been terminated.

## 2. Conflicts Between Parents Who Have Joint Custody

- a. **Custody questions:** When it is known that a custody question exists that involves the relevant legal status of one or both parents of a student, the district will ask the parent(s) to furnish a copy of the pertinent court order or decree, if one exists, to clarify the question at issue. School personnel will abide by the most recent court order or decree.

When district personnel receive conflicting information about custody, they will (a) initially follow the instructions of the parent with whom the child currently resides and (b) request a certified court document to clarify the custody issue.

- b. **Conflicting instructions:** When parents who have joint legal custody give conflicting instructions, the district's obligation is to inform the parents that any action proposed or refused will be based on the needs of the student and in accordance with the IDEA 2004 requirements. Both the district and either parent have options under the IDEA 2004 to resolve disagreements, including SDE mediation and due process hearings.
- c. **Access to records:** A parent who does not have primary physical custody has the same right to access records and to participate in special education decision making as does the parent with primary physical custody, unless otherwise specifically stipulated by a court. Idaho Code states, "Notwithstanding any other provisions of law, access to records and information pertaining to a minor child including, but not limited to medical, dental, health, and school or educational records, shall not be denied to a parent because the parent is not the child's custodial parent." Another provision of the law allows the parent with primary physical custody to request in writing that a minor child's address be deleted from any record to prohibit the other parent from learning the child's address by having access to school records.

- d. **Parental disagreement of consent:** When parents, both with legal authority to make educational decisions for their child, disagree on the revocation of consent for special education and related services, one parent may revoke consent for his or her child's receipt of special education and related services at any time. The district must accept either parent's revocation of consent, and provide written notice to the parents. After revoking consent, a parent maintains the right to subsequently request an initial evaluation which must be treated as an initial evaluation and not a re-evaluation for special education. A parent who disagrees with another parent regarding revocation of special education services is not entitled to resolve the dispute through an IDEA due process hearing.

### Section 3. Informed Consent

#### A. Definition

Consent is written approval given by a ~~parent and/or adult student~~ parent/adult student who has been fully informed of and understands all information relevant to the activity for which consent is sought. The request for consent describes the activity for which consent is sought and lists the records, if any, that will be released and to whom. All information shall be provided in the native language or mode of communication of the ~~parent and/or adult student~~ parent/adult student, unless not feasible. The ~~parent and/or adult student~~ parent/adult student shall be informed that the approval is voluntary and may be revoked at any time prior to the action. Consent is indicated by the parent's/adult student's signature.

#### B. Actions Requiring Consent

The following actions require the district to obtain written consent. Some of the actions that require written consent from the ~~parent and/or adult student~~ parent/adult student also require prior written notice from the district.

1. Informed written consent *and* written notice are required when:
  - a. Conducting assessments as part of an initial evaluation to determine whether a student is eligible for special education.
  - b. Conducting any assessment for reevaluation that involves more than a review of existing information. This includes any assessments that are conducted after a student has been determined eligible for special education. If a specific assessment was not listed on the *Consent for Assessment* form, then the

district shall secure written consent again in order to conduct that particular assessment.

- c. Initially providing special education and related services to a student with a disability.
2. Informed written consent ~~only~~ is required when:
- a. Using an individual family service plan (IFSP) instead of an IEP for students ages three (3) through five (5).
  - b. Disclosing personally identifiable information to unauthorized persons, unless provided as an exception under the Family Educational Rights and Privacy Act (FERPA) regulations. The written consent shall specify the records that may be disclosed, state the purpose of the disclosure, and identify the party to whom the disclosure will be made.
  - c. Accessing private insurance to pay for services listed in the IEP.
  - d. ~~When~~ The district requests to bill bills Medicaid. The ~~parent and/or adult student~~ parent/adult student shall be informed of the frequency, amount, and type of services that the district will be submitting to Medicaid for reimbursement as identified on the student's IEP.
  - e. Inviting outside agency representatives providing transition services to an IEP team meeting.
  - f. Sharing of information between the district of location and the district of residence with a parentally placed elementary or secondary student.
  - g. The excusal of an IEP team member from an IEP meeting when the meeting involves a modification or discussion of the member's area of the curriculum or related services.

### C. When Consent Is Not Required

The district is not required to obtain informed consent when:

1. a review of existing data is part of an evaluation or a reevaluation.
2. tests are administered to both general and special education students in a grade or class and consent is not required for all students.

3. teacher or related-service-provider observations, ongoing classroom evaluation, or criterion-referenced tests are used as assessments in determining the student's progress toward goals and benchmarks/objectives on the IEP.
4. screening to determine appropriate instruction strategies for curriculum implementation.
5. a disclosure of personally identifiable information to persons authorized to have access under FERPA or the Idaho Student Data Privacy Act, Idaho Code 33-133; or
6. an IEP team reviews and revises a student's IEP. However, the ~~parent and/or adult student~~ parent/adult student may file a written objection if he or she disagrees with all or part of the changes to the IEP.

#### **D. Refusal to Give Consent**

~~At times, a A parent and/or adult student~~ parent/adult student may refuse to give written consent for an assessment, initial services or the release of information that the district believes is necessary to ensure FAPE during the reevaluation process.

If the parent does not provide consent for the reevaluation assessment, the district may choose not to pursue requesting SDE mediation and/or a due process hearing if the district determines through a review of existing data, that the information does not continue to support the determination of eligibility for special education services. In this case the district shall provide the parent with written notice of the proposed action to discontinue the provision of FAPE to the student based on a review of existing data.

The district may also choose to pursue the reevaluation through SDE mediation and/or by requesting a due process hearing. If the hearing officer determines that the action is necessary, and the ~~parent and/or adult student~~ parent/adult student does not appeal the decision, the district may proceed with the proposed action. The district shall provide the parent with written notice of the proposed actions.

The district shall secure written consent for the initial provision of special education and related services. There is no mechanism available to overturn a parent's/adult student's decision *not* to provide written consent for initial evaluation or initial provision of services. In the case of an initial evaluation or initial provision of services, if a ~~parent and/or adult student~~ parent/adult student fails to respond to reasonable measures to gain consent or does not consent, the district cannot be charged with failing to provide FAPE to the student and is not required to convene an IEP meeting or develop an IEP for special education or related services.

#### **E. Failure to Respond to a Request for Consent Regarding Reevaluation Assessment**

When a ~~parent and/or adult student~~ parent/adult student fails to respond to reasonable measures taken by the district to obtain written consent to determine continued eligibility, the district may proceed with the evaluation. The district shall have a record of its attempts to gain consent by documenting telephone calls made or attempted, correspondence sent, or visits made to the home or place of employment. Failure to respond is not the same as refusing consent for reevaluation.

#### **F. Revoking Consent for Evaluation**

Consent previously given for an evaluation or an individual assessment, the initial provision of special education and related services, and the disclosure of information may be revoked only before the action occurs. If consent is revoked for evaluation, the district may continue to pursue the action by ~~using SDE IEP facilitation or mediation and/or~~ requesting a due process hearing (this does not include the initial provision of special education and related services). If the hearing officer determines that the action for which consent is sought is necessary, and the decision is not appealed, the district may proceed with the action without the written consent of the ~~parent and/or adult student~~ parent/adult student. Consent must be revoked in writing.

### **Section 4. Written Notice**

#### **A. Definition**

Written notice is the act of informing a ~~parent and/or adult student~~ parent/adult student in writing within a reasonable amount of time, before the district proposes to initiate or change, or refuses to initiate or change, the student's special education identification, the evaluation, educational placement, or provision of FAPE.

#### **B. Criteria for Written Notice**

1. Written notice must be provided in a reasonable amount of time before implementing the proposed action.
2. Written notice shall be in language understandable to the general public. It must be provided in the native language or other mode of communication normally used by the ~~parent and/or adult student~~ parent/adult student unless it is clearly not feasible to do so. If the native language or other mode of communication is not a written language, the district shall take steps to ensure the following:
  - a. The notice is translated orally or by other means in the native language or other mode of communication.
  - b. The ~~parent and/or adult student~~ parent/adult student understands the content of the notice.

- c. There is written evidence that the notice requirements of this section have been met, such as a written record in the student's special education file documenting what was discussed.

When a ~~parent and/or adult student~~ parent/adult student disagrees with the district's written notice of a proposed or refused action, he or she can attempt to remedy the dispute using SDE processes, such as IEP facilitation, mediation, formal state complaint procedures, or due process hearing procedures afforded by the IDEA 2004. In addition, the ~~parent and/or adult student~~ parent/adult student may have the right to prevent the district from taking action by filing a written objection with the district.

### C. Written Notice Is Required

1. The district shall provide written notice before proposing to initiate or change the following:
  - a. identification of the student;
  - b. any assessments for initial evaluation or reevaluation;
  - c. educational placement; or
  - d. the provision of FAPE.
2. After the district's decision to refuse a parent's/~~and/or~~adult student's request to initiate or change the identification, assessment, placement, or provision of FAPE.
3. If the district refuses to convene an IEP team meeting at the request of a ~~parent and/or adult student~~ parent/adult student.
4. When the evaluation team determines that additional assessments are not required during a reevaluation to determine whether the student continues to meet eligibility criteria, the district shall provide written notice to the ~~parent and/or adult student~~ parent/adult student of the decision and the reasons for that decision. The ~~parent and/or adult student~~ parent/adult student must also be informed of his or her right to request assessments when necessary to determine continued eligibility.
5. If a parent files a due process hearing request, the district is required to give written notice specific to the issues raised in the due process hearing request within ten (10) days.
6. If the district has determined that the student is being removed for disciplinary purposes which constitutes a change of placement.

7. If the parent/adult student revokes consent for the continued provision of special education.

#### **D. Written Notice is Not Required**

The district is not required to provide written notice in the following situations:

1. ~~When~~ when reviewing existing data as part of an evaluation or a reevaluation- (however, the ~~parent and/or adult student~~ parent/adult student shall be afforded the opportunity to participate in the review of existing data);
2. ~~When~~ when tests are administered to both general and special education students in a grade or class;
3. ~~When~~ when teacher or related service provider observations, ongoing classroom evaluation, or criterion-referenced tests are used as assessments in determining the student's progress toward goals and benchmarks/objectives on the IEP; or
4. ~~Notice is not required~~ if outside observation is in relation to teacher's general practices.

#### **E. Content of Written Notice**

The content of written notice is intended to provide the ~~parent and/or adult student~~ parent/adult student with enough information so that he or she is able to fully understand the district's proposed action or refused action and to make informed decisions, if necessary.

The written notice shall include the following:

1. a description of the action proposed or refused by the district;
2. an explanation of why the district proposes or refuses to take the action;
3. a description of any other options the IEP team considered and the reasons why those options were rejected;
4. a description of each procedure, assessment, record, or report that the district used as a basis for the proposed or refused action;
5. a description of any other factors relevant to the proposed or refused action;

6. a statement that the ~~parent and/or adult student~~ parent/adult student has special education rights and a description of how to obtain a copy of the *Procedural Safeguards Notice*; and
7. sources to contact in obtaining assistance in understanding the *Procedural Safeguards Notice*.

#### **F. Objection to District Proposal**

If a ~~parent and/or adult student~~ parent/adult student disagrees with an IEP program change or placement change that is proposed by the IEP team ~~district~~, he or she may file a written objection to all or part of the proposed change. The district will respond as follows:

1. If the objection is postmarked or hand delivered within ten (10) calendar days of the date the ~~parent and/or adult student~~ parent/adult student received the written notice, the changes to which the ~~parent and/or adult student~~ parent/adult student objects cannot be implemented.
2. If a proposed change is being implemented during the ten (10) day period and an objection is received, the implementation of that change shall cease.
3. If an objection is made after ten (10) calendar days, the district may continue to implement the change, but the ~~parent and/or adult student~~ parent/adult student retains the right to exercise other procedures under the IDEA ~~2004~~.

The parties may resolve a disagreement using methods such as holding additional IEP team meetings, or utilizing SDE processes, such as IEP facilitation or mediation. If these attempts fail, the district may request a due process hearing regarding the proposed change. ~~Parent's and/or adult student's~~ parent's/adult student's written objection to an IEP or placement change cannot be used to prevent the district from unilaterally placing the student in an IAES in accordance with the IDEA ~~2004~~ procedures for discipline of a student.

#### **Section 5. Confidentiality and Access to Records**

The district shall collect, use, and maintain information about a student to make appropriate decisions concerning special education and the provision of FAPE. A student's special education case manager, usually the special education teacher, should organize all relevant records specific to district guidelines and the IDEA ~~2004~~ requirements.

The IDEA ~~2004~~ and FERPA contain provisions to protect the confidentiality of personally identifiable information in student special education records. These statutes also provide for the right to review and inspect records.



**A. Definition**

A “record” is defined as personally identifiable information directly related to the student and maintained by the district or a party acting for the district. A student record can be written or electronic.

1. The term “record” may include, but is not limited to, the following:
  - a. identifying data (name, address, parents, siblings, Social Security number, list of personal characteristics making identification reasonably certain by a person in the school community possible);
  - b. academic work completed (courses taken, transcript);
  - c. level of achievement (grades, portfolios, performance assessments, scores on standardized achievement tests, etc);
  - d. attendance data;
  - e. scores and protocols of standardized intelligence, aptitude, and psychological tests;
  - f. records of teachers, counselors, medical personnel, and psychologists working directly with a student if disclosed to others;
  - g. interest inventory results;
  - h. observations and verified reports of serious or recurring behavior patterns;
  - i. videotapes or audiotapes;
  - j. health data including medical assessments;
  - k. family background information;
  - l. transportation records; ~~and~~
  - m. student records maintained by agencies and individuals contracting with the district- ; and
  - n. email, text messages, or other written notes sent regarding the student or the student’s family.

2. The term “record” does not include:

- a. records of instructional, supervisory, ancillary, and administrative personnel that are kept in the sole possession of the maker of the record and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;
- b. records created by law enforcement units of schools and maintained separately for non-educational purposes; and
- c. employment records about a student who is employed by a school or district- (Note: Records relating to an individual in attendance at the agency or institution who is employed as a result of his or her status as a student are education records and not excepted);
- d. records on a student who is eighteen (18) years of age or older, or is attending an institution of postsecondary education, that are:
  - 1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional capacity or assisting in a paraprofessional capacity;
  - 2) made, maintained, or used only in connection with treatment of the student; and
  - 3) disclosed only to individuals providing the treatment (Note: "Treatment" does not include remediation educational activities or activities that a part of the program of instruction); and
- e. grades on peer-graded papers before they are collected and recorded by a teacher.

## B. Protection of Records

The district shall prevent unauthorized disclosure of personally identifiable information pertaining to students with disabilities. "Disclosure" is the release, transfer, or other communication of education records or of personally identifiable information contained in those records to any party, by any means, including oral, written, or electronic. Districts must have a policy to protect personally identifiable information from security risk resulting from unsecured data transmittal or storage.

To ensure protection of records, the district shall do the following:

1. Obtain written and dated consent from the ~~parent and/or adult student~~ parent/adult student before disclosing personally identifiable information:

- a. to unauthorized individuals; or
- b. for any purpose except as ~~required~~ authorized by the IDEA 2004, Part B by law.

~~In the event that a parent and/or adult student parent/adult student refuses consent for disclosure, SDE mediation may be offered as a voluntary way of resolving the disagreement.~~

2. Designate and train a records manager to assure security of confidential records for students with disabilities.
3. Maintain a log of requests for access to education records if the ~~disclosure~~ request is not ~~to~~ from a:
  - a. a ~~parent and/or adult student~~ parent/adult student;
  - b. a school employee with a legitimate educational interest;
  - c. a party seeking designated directory information; or
  - d. a party receiving the records as directed by a federal jury or other subpoena ordering no one to disclose the existence of the request to access records.

This log includes the name, agency affiliation, date, and purpose for accessing the records. A log documenting denials for records and partially fulfilled requests should also be maintained.

4. Maintain, for public inspection, a current listing of names and positions of employees who have access to personally identifiable information.
5. Establish procedures to ensure the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages.
6. Ensure that, if any education record includes information on more than one student, a ~~parent and/or adult student~~ parent/adult student will only be allowed to inspect, review, or be informed about the record of the student at issue.
7. Ensure that each person collecting or using personally identifiable information receives training or instruction regarding the policies and procedures governing confidentiality. All staff members, even those who do not have access to special education records, should be informed about what is considered appropriate and inappropriate access to and use of information within the records. The district may

maintain a record of the training provided—including the name of the person or persons providing the training, dates of the training, those attending, and the subjects covered—for the purpose of documenting that new staff members have been trained as soon as possible after they have been hired.

### C. Access to Records

The district shall:

1. Annually notify the parents of all students, including students with disabilities currently in attendance, of their rights under FERPA. The notice shall include all of the following:
  - a. procedures for exercising the right to inspect and review education records;
  - b. procedures for requesting amendment of records; and
  - c. a specification of criteria for determining who constitutes a school official or employee in the district and what constitutes a legitimate educational interest.
2. Permit a ~~parent and/or adult student~~ parent/adult student, or his or her representative, to inspect and review any record relating to educational matters that is collected, maintained, or used by the district. The district will presume that a custodial or non-custodial parent has the authority to inspect and review a record relating to his or her child unless there are legal documents limiting access to those records under state law. A minor student's address will be deleted from any record if requested in writing by a custodial parent to prohibit a non-custodial parent from learning the address simply by having access to the school records.

The district will make records available to a ~~parent and/or adult student~~ parent/adult student for review:

- a. without delay but no later than forty-five (45) days after the request;
- b. before any meeting regarding an IEP;
- c. before a resolution session; and
- d. not less than five (5) business days before any due process hearing.

The district should note that test protocols may be part of a student's educational record. Test publishers require districts to maintain the integrity and validity of tests. Parents or others authorized by the parent/adult student interested in a student's test results are allowed to view the student's responses to test items, but only if the

- information is shared in the presence of a person qualified to explain the results and meaning of the various items and data contained in the protocol.
3. Upon request, provide a ~~parent and/or adult student~~ parent/adult student with a list of the types of education records the school collects, maintains, or uses and where they are kept.
  4. Respond to any reasonable request made by a ~~parent and/or adult student~~ parent/adult student for an explanation and interpretation of a record.
  5. Provide a copy of education records if a ~~parent and/or adult student~~ parent/adult student would otherwise be unable to effectively exercise his or her right to inspect and review those records. An education record may include copyrighted test protocols which include personally identifiable information, ~~in which case, the parent shall be allowed to inspect and review on premises. Even though it is important that standardized test items are protected from general release so that tests remain usable and valid, FERPA and the IDEA 2004 allow copies in these unique situations.~~ A fee may be charged for the copies, but not to search for or retrieve information. The district shall ~~will~~ publish a schedule of fees it intends to charge.
  6. Always provide a ~~parent and/or adult student~~ parent/adult student a copy of the IEP and any documentation of identification and eligibility.

#### D. Disclosures Not Requiring Consent

Consent is generally required to disclose personally identifiable information to others. However, consent is not required when:

1. A school official or employee has a legitimate educational interest to access the records.
2. A representative of the Federal Comptroller General, the United States Department of Education, or the State Department of Education (SDE) accesses records necessary for an audit or evaluation of a federal program or for enforcement or compliance with federal regulations.
3. A student transfers to another school or school system in which the student intends to enroll unless a district has adopted a procedure requiring consent. However, the ~~parent and/or adult student~~ parent/adult student should be notified of the request for records at the last known address of the ~~parent and/or adult student~~ parent/adult student unless he or she initiated the request.
4. The health and safety of the student or other individuals is in jeopardy because of an emergency.

5. The disclosure concerns the juvenile justice system's ability to effectively serve the student or the ability to respond to court orders or subpoenas, as specified in state law. The district will make a reasonable effort to notify the parent of the court order in advance of compliance, unless the subpoena specifically states that it is not to be disclosed.
6. An organization conducts studies on behalf of education agencies or institutions under specified FERPA criteria.
7. The disclosure is in connection with an application for financial aid and is necessary to determine eligibility for the aid, the amount of the aid, conditions for the aid, or to enforce the terms and conditions of the aid ("financial aid" means a payment of funds to an individual that is conditioned on the individual's attendance at an education agency or institution).
8. The district has designated information as "directory information" under the conditions in FERPA.

#### **E. Destruction of Records**

The district will maintain education records, including eligibility documentation and IEPs, for at least five (5) years after disenrollment from the district to demonstrate fiscal accountability and program compliance with the IDEA 2004 requirements. The district shall inform a parent and/or adult student when personally identifiable information collected, maintained, or used is to be destroyed because the information is no longer needed to provide educational services to the student.

~~The parent and/or adult student must be informed of the personally identifiable information that the district intends to destroy and that the information will be destroyed no earlier than forty five (45) calendar days from the date of the notice. The parent and/or adult student must also be informed of the procedure to follow if he or she wishes to formally object to the destruction of the information and wants the records sent to him or her.~~

Electronic copies will be treated as the original so long as those copies adequately capture any handwritten notes and signatures. Test Protocols and other assessment information shall be maintained during the period in which the report which utilizes such information is in effect.

Note: Medicaid-related records, specifically expenditure documentation, cost allocation process, all student records related to the Medicaid billing and service delivery (e.g., data sheets, IEPs, health care plans, physician recommendations for assessments and IEP services, evaluation recommendations, documented supervision of paraprofessionals), and revenue documentation, must be kept for a period of six (6) years.

The district must maintain the records for a minimum of five (5) years, unless Medicaid billing occurred, in which case the records must be maintained for six (6) years from the date the student was last enrolled in the district.

The ~~parent and/or adult student~~ parent/adult student must be informed of the personally identifiable information that the district intends to destroy and that the information will be destroyed no earlier than forty-five (45) calendar days from the date of the notice. The ~~parent and/or adult student~~ parent/adult student must also be informed of the procedure to follow if he or she wishes to formally object to the destruction of the information and wants the records sent to him or her.

Written and electronic records of individual students are confidential. The district will ensure the complete destruction of the records which may include but is not limited to: shredding, permanently deleting, shall be shredded or burned burning under supervision of the staff member responsible for the records if not released to the ~~parent and/or adult student~~ parent/adult student. The records manager should maintain a log that documents the date of destruction or release of records.

A permanent record of the student's name, address, phone number, grades, classes attended, immunization records, test scores, attendance record, grade level, and year completed may be maintained by the district without a time limitation. ~~Any other personally identifiable information shall be destroyed at the request of the parent and/or adult student if it is older than five (5) years and no longer needed to provide special education.~~ Any other personally identifiable information shall be destroyed at the request of the parent(s/adult former student. When informing the ~~parent and/or adult student~~ parent/adult student of his or her rights, the district should remind the ~~parent and/or adult student~~ parent/adult student that the records might be needed for Social Security benefits or other purposes in the future.

#### **F. Request for Amendment of Records**

A ~~parent and/or adult student~~ parent/adult student may request that the district amend the student's records if he or she believes that information collected, maintained, or used in the education record is inaccurate, misleading, or in violation of the privacy or other rights of the student. The district will use the following procedure:

1. The district, within a reasonable period of time—not to exceed forty-five (45) days of receipt of the request—must decide whether to amend the record. If the district refuses to amend the record, the ~~parent and/or adult student~~ parent/adult student must be informed of the refusal and be advised of the right to and procedure for requesting a district hearing under the district's FERPA policy. A district hearing is an informal hearing that does not have all the requirements of a due process hearing.

2. If a district hearing is requested and the district decides that the information is inaccurate, misleading, or in violation of the student's rights, the district shall amend the record and inform the ~~parent and/or adult student~~ parent/adult student in writing.
3. If a district hearing is requested and the district decides the information is accurate and does not violate the student's rights, the district shall inform the ~~parent and/or adult student~~ parent/adult student that he or she may place a statement in the record. This statement may comment on the information in the record or set forth the parent's/adult student's reasons for disagreeing with the district. Any statement placed with a record must accompany the record for as long as the district maintains the record. If the district discloses the record to any person, the district shall also disclose the statement.

### G. District Hearings on Procedures for Records

Each district is required to have a FERPA policy which includes the rights to request a hearing challenging the accuracy of records.

~~If a parent and/or adult student~~ parent/adult student requests a district hearing on a proposed amendment of education records, the district will follow these procedures:

- ~~1. The district hearing will be held within a reasonable amount of time after receiving the request. The district will give the parent and/or adult student~~ parent/adult student notice of the date, time, and place reasonably in advance of the hearing.
- ~~2. The district's hearing will be conducted by an employee of the district or other individual who does not have a direct interest in the outcome of the hearing. The district will give the parent and/or adult student~~ parent/adult student a full and fair opportunity to present evidence relevant to the issues raised. The parent and/or adult student ~~parent/adult student~~ may, at his or her own expense, be assisted or represented by one or more individuals of his or her own choice, including an attorney.
- ~~3. The district will make its decision in writing within a reasonable period of time after the hearing. The decision shall be based solely on the evidence presented at the district's hearing and shall include a summary of the evidence and the reasons for the decision.~~

### H. Students' Rights

When special education rights transfer to a student under the IDEA 2004 and Idaho Code, the FERPA rights regarding education records also transfer to the student. The district shall inform the ~~adult student and the parent~~ parent/adult student that both the IDEA 2004 and FERPA rights regarding education records transfer although FERPA gives the parent of a student who is claimed to be a dependent for IRS purposes the right to request access without the consent of the student.



## Section 6. Independent Educational Evaluations

### A. Definition

An independent educational evaluation (IEE) means one or more individual assessments, each completed by a qualified examiner who is not employed by the district responsible for the education of the student in question.

### B. Right to an IEE

1. A ~~parent and/or adult student~~ parent/adult student has the right to obtain an IEE at public expense if he or she disagrees with an evaluation obtained or conducted by the district. The ~~parent and/or adult student~~ parent/adult student is entitled to only one IEE at public expense for each district evaluation.
2. The ~~parent and/or adult student~~ parent/adult student has the right to an IEE at his or her own expense at any time, and the IEP team shall consider the results.
3. The ~~parent and/or adult student~~ parent/adult student is not automatically entitled to have additional assessments beyond those determined necessary by the district for an evaluation. However, if the ~~parent and/or adult student~~ parent/adult student is interested in additional or different assessments, ~~and the district refuses to provide them~~ the requested assessments and provides written notice of refusal, the parent/adult student may request a due process hearing, he or she may pursue additional assessments through a due process hearing request. In addition, the
4. A district may initiate a due process hearing, without undue delay, to determine if the evaluation it conducted is appropriate. If the final decision of a hearing officer, or a court of law's decision on an appeal, is that the evaluation conducted by the district was appropriate, the parent and/or adult student still has the right to an IEE but at his or her own expense.
5. A hearing officer may order an IEE at public expense if he or she determines that the evaluation conducted by the district was not appropriate.

### C. Procedures for Requesting an IEE

If a ~~parent and/or adult student~~ parent/adult student requests an IEE at public expense, the district may ask why he or she disagrees with the evaluation obtained by the district, but the district cannot require an explanation. The district shall give the ~~parent and/or adult student~~ parent/adult student the criteria under which an IEE can be obtained. The district's IEE criteria shall include the following information:

1. the location for the evaluation;
2. the required qualifications of the examiner;
3. the eligibility requirements for the specific disability categories; and
4. reasonable cost containment criteria applicable to personnel for specified assessments to eliminate unreasonably excessive fees.

Except for the criteria listed above, the district may not impose other conditions or timelines if doing so would be inconsistent with the parent's/~~adult student's~~ and/or adult student's right to an IEE. Upon request, a list of qualified examiners who can conduct an IEE will be provided.

A ~~parent and/or adult student~~ parent/adult student may request an opportunity to demonstrate that unique circumstances justify an IEE that does not fall within the district's cost criteria. If an IEE that falls outside the district's cost criteria is justified, that IEE will be publicly funded.

#### **D. District Responsibilities Following IEE Requests**

1. If a ~~parent and/or adult student~~ parent/adult student requests an IEE at public expense, the district shall do one of the following without unnecessary delay:
  - a. Provide the district's IEE criteria and information about where an IEE may be obtained.
  - b. ~~Offer SDE mediation to try to resolve differences.~~ e. Request a due process hearing to show that the district's evaluation is appropriate. If the final hearing decision is that the district's evaluation is appropriate, the ~~parent and/or adult student~~ parent/adult student may pursue an IEE, but at his or her own expense.
2. If a ~~parent and/or adult student~~ parent/adult student asks the district to pay for an IEE that has already been obtained, the district shall pay for the IEE if it meets the criteria for publicly funded IEEs. If the district believes that its evaluation was appropriate, but agrees to pay for the IEE, the district should state this in writing within the same document in which it agrees to pay. The district can also request SDE mediation.

#### **E. Consideration of the IEE Results**

If a ~~parent and/or adult student~~ parent/adult student obtains an IEE and makes that evaluation available to the district, the results must be considered by the district in any decision made with respect to the provision of FAPE. The results may also be presented as evidence at a hearing regarding the student. This is true regardless of whether the IEE is at the expense of the ~~parent and/or adult student~~ parent/adult student or district.

The results of an IEE cannot be the sole determining factor for eligibility. The evaluation team has the responsibility to use existing evaluation data in addition to the IEE to determine whether a student has or continues to have a disability under the IDEA ~~2004~~.

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**Application for Surrogate Parent**

The District shall ensure that the rights of a student are protected when: no parent can be identified; the District, after reasonable efforts, cannot locate a parent; the child is a ward of the State under the laws of Idaho; or the child is an unaccompanied homeless youth. The duties of District include the assignment of an individual to act as a surrogate for the parents. This shall include a method for determining whether a student needs a surrogate parent and for assigning a surrogate parent to the student ~~no later than thirty (30) calendar days after the request.~~ The District shall ensure that a person selected as a surrogate parent is not an employee of the State Department of Education, the District or any other agency that is involved in the education or care of the student; has no personal or professional interest that conflicts with the interest of the student the surrogate parent represents; and has knowledge and skills that ensure adequate representation of the student. A person otherwise qualified to be a surrogate parent is not an employee of the District solely because he or she is paid by the District to serve as a surrogate parent.

Please return this form to the District office at: \_\_\_\_\_

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Do you have children in your care who are foster children or children with disabilities? ..... [ ] Yes [ ] No  
If yes, please describe:

Are you conversant in any languages other than English? ..... [ ] Yes [ ] No  
If yes, what languages other than English?

Are you able to attend meetings during the school or work day? ..... [ ] Yes [ ] No

Do you have sufficient time to devote as a surrogate parent? ..... [ ] Yes [ ] No

Are you willing to serve as a surrogate parent for at least one full academic year? ..... [ ] Yes [ ] No

Please list your experiences with children or you such as parenting, organizations, etc.

Please list your previous training or experience with special education processes.

Please list your previous experiences as a surrogate parent.

Please list any preferences or exceptions regarding the student's school location or disability.

Please list three references we may contact:

1. Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

2. Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

STATE DEPARTMENT OF EDUCATION  
JUNE 18, 2015

3. Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email address: \_\_\_\_\_

**For District Use Only**

Documentation of reference checks:

Date trained as a surrogate parent:

<u>Appointment History</u>	<u>Student</u>	<u>School</u>	<u>Date Appointed</u>	<u>Date Terminated</u>



# Part B PROCEDURAL SAFEGUARDS NOTICE

Revised ~~June 2009~~ December 2015

The Individuals with Disabilities Education Act (IDEA), the Federal law concerning the education of students with disabilities, requires schools to provide you, the parents of a child with a disability, with a notice containing a full explanation of the procedural safeguards available under IDEA and U.S. Department of Education regulations. A copy of this notice must be given to you only one time a school year, except that a copy must also be given to you: (1) upon initial referral or your request for evaluation; (2) upon receipt of your first State complaint under 34 CFR §§300.151 through 300.153 and upon receipt of your first due process complaint under §300.507 in a school year; (3) when a decision is made to take a disciplinary action against your child that constitutes a change of placement; and (4) upon your request. [34 CFR §300.504(a)]

Your school district can provide more information on these rights. If you have questions, you should speak to the special education teacher, school principal, director of special education, or superintendent in the district.

## For further explanation on any of these rights you may also contact:

Idaho State Department of  
Education  
Division of Student  
Achievement and School  
Improvement  
P.O. Box 83720  
Boise, Idaho 83720-0027  
(208) 332-69104  
TT: 800-377-3529

Idaho Parents Unlimited,  
Inc. (IPUL)  
1878 W Overland  
Boise, Idaho 83705  
800-242-4785  
V/TT: (208) 342-5884

DisAbility Rights Idaho  
(formerly Comprehensive  
Advocacy, Inc. (Co-Ad))  
4477 Emerald St., Suite B-  
100  
Boise, Idaho 83706  
866-262-3462  
V/TT: 800-632-5125  
V/TT: (208) 336-5353

## DisAbility Rights Idaho

### Boise Office:

4477 Emerald Street, Suite B-  
100  
Boise, ID 83706-2066  
208-336-5353  
208-336-5396 (fax)  
800-632-5125 (toll-free)

### Pocatello Office:

1246 Yellowstone Avenue,  
Suite A-3  
Pocatello, ID 83201-4374  
208-232-0922  
208-232-0938 (fax)  
866-309-1589 (toll-free)

## Idaho Parents Unlimited, Inc. (IPUL)

500 South 8<sup>th</sup> Street  
1878 W Overland  
Boise, ID 837052  
800/242-IPUL (4785)  
V/TT: 208/342-5884  
Web: [ipulidaho.org](http://ipulidaho.org)

*Web: [disabilityrightsidaho.org](http://disabilityrightsidaho.org)*

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## GENERAL INFORMATION

### PRIOR WRITTEN NOTICE

#### 34 CFR §300.503

##### Notice

Your school district must give you written notice (provide you certain information in writing), within a reasonable amount of time before it:

1. Proposes to initiate or to change the identification, evaluation, or educational placement of your child, or the provision of a free appropriate public education (FAPE) to your child; **or**
2. Refuses to initiate or to change the identification, evaluation, or educational placement of your child, or the provision of FAPE to your child.

##### Content of notice

The written notice must:

1. Describe the action that your school district proposes or refuses to take;
2. Explain why your school district is proposing or refusing to take the action;
3. Describe each evaluation procedure, assessment, record, or report your school district used in deciding to propose or refuse the action;
4. Include a statement that you have protections under the procedural safeguards provisions in Part B of IDEA;
5. Tell you how you can obtain a description of the procedural safeguards if the action that your school district is proposing or refusing is not an initial referral for evaluation;
6. Include resources for you to contact for help in understanding Part B of IDEA;
7. Describe any other options that your child's individualized education program (IEP) Team considered and the reasons why those options were rejected; **and**
8. Provide a description of other reasons why your school district proposed or refused the action.

##### Notice in understandable language

The notice must be:

1. Written in language understandable to the general public; **and**
2. Provided in your native language or other mode of communication you use, unless it is clearly not feasible to do so.

If your native language or other mode of communication is not a written language, your school district must ensure that:

1. The notice is translated for you orally or by other means in your native language or other mode of communication;
2. You understand the content of the notice; **and**
3. There is written evidence that the requirements in paragraphs 1 and 2 have been met.

## **NATIVE LANGUAGE**

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### **34 CFR §300.29**

*Native language*, when used regarding an individual who has limited English proficiency, means the following:

1. The language normally used by that person, or, in the case of a child, the language normally used by the child's parents;
2. In all direct contact with a child (including evaluation of the child), the language normally used by the child in the home or learning environment.

For a person with deafness or blindness, or for a person with no written language, the mode of communication is what the person normally uses (such as sign language, Braille, or oral communication).

## **ELECTRONIC MAIL**

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### **34 CFR §300.505**

If your school district offers parents the choice of receiving documents by e-mail, you may choose to receive the following by e-mail:

1. Prior written notice;
2. Procedural safeguards notice; **and**
3. Notices related to a due process complaint.

## **PARENTAL CONSENT – DEFINITION**

---

### **34 CFR §300.9**

#### **Consent**

*Consent* means:

1. You have been fully informed in your native language or other mode of communication (such as sign language, Braille, or oral communication) of all information about the action for which you are giving consent.

2. You understand and agree in writing to that action, and the consent describes that action and lists the records (if any) that will be released and to whom; **and**
3. You understand that the consent is voluntary on your part and that you may withdraw your consent at any time.

If you wish to revoke (cancel) your consent after your child has begun receiving special education and related services, you must do so in writing. Your withdrawal of consent does not negate (undo) an action that has occurred after you gave your consent but before you withdrew it. In addition, the school district is not required to amend (change) your child's education records to remove any references that your child received special education and related services after your withdrawal of consent.

## **PARENTAL CONSENT**

---

### **34 CFR §300.300**

#### **Consent for initial evaluation**

Your school district cannot conduct an initial evaluation of your child to determine whether your child is eligible under Part B of IDEA to receive special education and related services without first providing you with prior written notice of the proposed action and obtaining your consent as described under the headings ***Prior Written Notice*** and ***Parental Consent***.

Your school district must make reasonable efforts to obtain your informed consent for an initial evaluation to decide whether your child is a child with a disability.

Your consent for initial evaluation does not mean that you have also given your consent for the school district to start providing special education and related services to your child.

Your school district may not use your refusal to consent to one service or activity related to the initial evaluation as a basis for denying you or your child any other service, benefit, or activity, unless another Part B requirement requires the school district to do so.

If your child is enrolled in public school or you are seeking to enroll your child in a public school and you have refused to provide consent or failed to respond to a request to provide consent for an initial evaluation, your school district may, but is not required to, seek to conduct an initial evaluation of your child by using the IDEA's mediation or due process complaint, resolution meeting, and impartial due process hearing procedures. Your school district will not violate its obligations to locate, identify and evaluate your child if it does not pursue an evaluation of your child in these circumstances.

#### **Special rules for initial evaluation of wards of the State**

If a child is a ward of the State and is not living with his or her parent —

The school district does not need consent from the parent for an initial evaluation to determine if the child is a child with a disability if:

1. Despite reasonable efforts to do so, the school district cannot find the child's parent;
2. The rights of the parents have been terminated in accordance with State law; **or**
3. A judge has assigned the right to make educational decisions to an individual other than the parent and that individual has provided consent for an initial evaluation.

*Ward of the State*, as used in IDEA, means a child who, as determined by the State where the child lives, is:

1. A foster child;
2. Considered a ward of the State under State law; **or**
3. In the custody of a public child welfare agency.

There is one exception that you should know about. *Ward of the State* does not include a foster child who has a foster parent who meets the definition of a *parent* as used in IDEA.

### **Parental consent for services**

Your school district must obtain your informed consent before providing special education and related services to your child for the first time.

The school district must make reasonable efforts to obtain your informed consent before providing special education and related services to your child for the first time.

If you do not respond to a request to provide your consent for your child to receive special education and related services for the first time, or if you refuse to give such consent or later revoke (cancel) your consent in writing, your school district may not use the procedural safeguards (i.e., mediation, due process complaint, resolution meeting, or an impartial due process hearing) in order to obtain agreement or a ruling that the special education and related services (recommended by your child's IEP Team) may be provided to your child without your consent.

If you refuse to give your consent for your child to receive special education and related services for the first time, or if you do not respond to a request to provide such consent or later revoke (cancel) your consent in writing and the school district does not provide your child with the special education and related services for which it sought your consent, your school district:

1. Is not in violation of the requirement to make a free appropriate public education (FAPE) available to your child for its failure to provide those services to your child; **and**
2. Is not required to have an individualized education program (IEP) meeting or develop an IEP for your child for the special education and related services for which your consent was requested.

If you revoke (cancel) your consent in writing at any point after your child is first provided special education and related services, then the school district may not

continue to provide such services, but must provide you with prior written notice, as described under the heading ***Prior Written Notice***, before discontinuing those services.

#### Parent's Right to Object

Once you consent to the initial start of services, the school district is not required to obtain your consent to make changes to the IEP. However, if you do not want the school district to implement the changes to the IEP, you must submit your objections in writing. Your written objections must either be postmarked or hand-delivered to the school district within 10 days of receiving the written notice of the changes.

IDAPA 8.02.03.109.05a

#### Parental consent for reevaluations

Your school district must obtain your informed consent before it reevaluates your child, unless your school district can demonstrate that:

1. It took reasonable steps to obtain your consent for your child's reevaluation; **and**
2. You did not respond.

If you refuse to consent to your child's reevaluation, the school district may, but is not required to, pursue your child's reevaluation by using the mediation, due process complaint, resolution meeting, and impartial due process hearing procedures to seek to override your refusal to consent to your child's reevaluation. As with initial evaluations, your school district does not violate its obligations under Part B of IDEA if it declines to pursue the reevaluation in this manner.

#### Documentation of reasonable efforts to obtain parental consent

Your school must maintain documentation of reasonable efforts to obtain your consent for initial evaluations, to provide special education and related services for the first time, for a reevaluation, and to locate parents of wards of the State for initial evaluations. The documentation must include a record of the school district's attempts in these areas, such as:

1. Detailed records of telephone calls made or attempted and the results of those calls;
2. Copies of correspondence sent to you and any responses received; **and**
3. Detailed records of visits made to your home or place of employment and the results of those visits.

#### Other consent requirements

Your consent is not required before your school district may:

1. Review existing data as part of your child's evaluation or a reevaluation; **or**
2. Give your child a test or other evaluation that is given to all children unless, before that test or evaluation, consent is required from parents of all children.



The school district must develop and implement procedures to ensure that your refusal to consent to any of these other services and activities does not result in a failure to provide your child with a free appropriate public education (FAPE). Also, your school district may not use your refusal to consent to one of these services or activities as a basis for denying any other service, benefit, or activity, unless another Part B requirement requires the school district to do so.

If you have enrolled your child in a private school at your own expense or if you are home schooling your child, and you do not provide your consent for your child's initial evaluation or your child's reevaluation, or you fail to respond to a request to provide your consent, the school district may not use its dispute resolution procedures (i.e., mediation, due process complaint, resolution meeting, or an impartial due process hearing) and is not required to consider your child as eligible to receive equitable services (services made available to some parentally-placed private school children with disabilities).

## INDEPENDENT EDUCATIONAL EVALUATIONS

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### 34 CFR §300.502

#### General

As described below, you have the right to obtain an independent educational evaluation (IEE) of your child if you disagree with the evaluation of your child that was obtained by your school district.

If you request an independent educational evaluation, the school district must provide you with information about where you may obtain an independent educational evaluation and about the school district's criteria that apply to independent educational evaluations.

#### Definitions

*Independent educational evaluation* means an evaluation conducted by a qualified examiner who is not employed by the school district responsible for the education of your child.

*Public expense* means that the school district either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to you, consistent with the provisions of Part B of IDEA, which allow each State to use whatever State, local, Federal, and private sources of support are available in the State to meet the requirements of Part B of the Act.

#### Right to evaluation at public expense

You have the right to an independent educational evaluation of your child at public expense if you disagree with an evaluation of your child obtained by your school district, subject to the following conditions:

1. If you request an independent educational evaluation of your child at public expense, your school district must, without unnecessary delay, either: (a) File a

due process complaint to request a hearing to show that its evaluation of your child is appropriate; or (b) Provide an independent educational evaluation at public expense, unless the school district demonstrates in a hearing that the evaluation of your child that you obtained did not meet the school district's criteria.

2. If your school district requests a hearing and the final decision is that your school district's evaluation of your child is appropriate, you still have the right to an independent educational evaluation, but not at public expense.
3. If you request an independent educational evaluation of your child, the school district may ask why you object to the evaluation of your child obtained by your school district. However, your school district may not require an explanation and may not unreasonably delay either providing the independent educational evaluation of your child at public expense or filing a due process complaint to request a due process hearing to defend the school district's evaluation of your child.

You are entitled to only one independent educational evaluation of your child at public expense each time your school district conducts an evaluation of your child with which you disagree.

### **Parent-initiated evaluations**

If you obtain an independent educational evaluation of your child at public expense or you share with the school district an evaluation of your child that you obtained at private expense:

1. Your school district must consider the results of the evaluation of your child, if it meets the school district's criteria for independent educational evaluations, in any decision made with respect to the provision of a free appropriate public education (FAPE) to your child; **and**
2. You or your school district may present the evaluation as evidence at a due process hearing regarding your child.

### **Requests for evaluations by hearing officers**

If a hearing officer requests an independent educational evaluation of your child as part of a due process hearing, the cost of the evaluation must be at public expense.

### **School district criteria**

If an independent educational evaluation is at public expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria that the school district uses when it initiates an evaluation (to the extent those criteria are consistent with your right to an independent educational evaluation).

Except for the criteria described above, a school district may not impose conditions or timelines related to obtaining an independent educational evaluation at public expense.

## CONFIDENTIALITY OF INFORMATION

### DEFINITIONS

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#### 34 CFR §300.611

As used under the heading **Confidentiality of Information**:

*Destruction* means physical destruction or removal of personal identifiers from information so that the information is no longer personally identifiable.

*Education records* means the type of records covered under the definition of “education records” in 34 CFR Part 99 (the regulations implementing the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g (FERPA)).

*Participating agency* means any school district, agency or institution that collects, maintains, or uses personally identifiable information, or from which information is obtained, under Part B of IDEA.

### PERSONALLY IDENTIFIABLE

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#### 34 CFR §300.32

*Personally identifiable* means information that includes:

- (a) Your child's name, your name as the parent, or the name of another family member;
- (b) Your child's address;
- (c) A personal identifier, such as your child's social security number or student number; **or**
- (d) A list of personal characteristics or other information that would make it possible to identify your child with reasonable certainty.

### NOTICE TO PARENTS

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#### 34 CFR §300.612

The State Educational Agency must give notice that is adequate to fully inform parents about confidentiality of personally identifiable information, including:

1. A description of the extent to which the notice is given in the native languages of the various population groups in the State;
2. A description of the children on whom personally identifiable information is maintained, the types of information sought, the methods the State intends to use in gathering the information (including the sources from whom information is gathered), and the uses to be made of the information;

3. A summary of the policies and procedures that participating agencies must follow regarding storage, disclosure to third parties, retention, and destruction of personally identifiable information; **and**
4. A description of all of the rights of parents and children regarding this information, including the rights under the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations in 34 CFR Part 99.

Before any major activity to identify, locate, or evaluate children in need of special education and related services (also known as “child find”), the notice must be published or announced in newspapers or other media, or both, with circulation adequate to notify parents throughout the State of these activities.

## **ACCESS RIGHTS**

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### **34 CFR §300.613**

The participating agency must permit you to inspect and review any education records relating to your child that are collected, maintained, or used by your school district under Part B of IDEA. The participating agency must comply with your request to inspect and review any education records on your child without unnecessary delay and before any meeting regarding an individualized education program (IEP), or any impartial due process hearing (including a resolution meeting or a hearing regarding discipline), and in no case more than 45 calendar days after you have made a request.

Your right to inspect and review education records includes:

1. Your right to a response from the participating agency to your reasonable requests for explanations and interpretations of the records;
2. Your right to request that the participating agency provide copies of the records if you cannot effectively inspect and review the records unless you receive those copies; **and**
3. Your right to have your representative inspect and review the records.

The participating agency may presume that you have authority to inspect and review records relating to your child unless advised that you do not have the authority under applicable State law governing such matters as guardianship, separation, and divorce.

## **RECORD OF ACCESS**

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### **34 CFR §300.614**

Each participating agency must keep a record of parties obtaining access to education records collected, maintained, or used under Part B of IDEA (except access by parents and authorized employees of the participating agency), including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.

## **RECORDS ON MORE THAN ONE CHILD**

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### **34 CFR §300.615**

If any education record includes information on more than one child, the parents of those children have the right to inspect and review only the information relating to their child or to be informed of that specific information.

## **LIST OF TYPES AND LOCATIONS OF INFORMATION**

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### **34 CFR §300.616**

On request, each participating agency must provide you with a list of the types and locations of education records collected, maintained, or used by the agency.

## **FEES**

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### **34 CFR §300.617**

Each participating agency may charge a fee for copies of records that are made for you under Part B of IDEA, if the fee does not effectively prevent you from exercising your right to inspect and review those records.

A participating agency may not charge a fee to search for or to retrieve information under Part B of IDEA.

## **AMENDMENT OF RECORDS AT PARENT'S REQUEST**

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### **34 CFR §300.618**

If you believe that information in the education records regarding your child collected, maintained, or used under Part B of IDEA is inaccurate, misleading, or violates the privacy or other rights of your child, you may request the participating agency that maintains the information to change the information.

The participating agency must decide whether to change the information in accordance with your request within a reasonable period of time of receipt of your request.

If the participating agency refuses to change the information in accordance with your request, it must inform you of the refusal and advise you of your right to a hearing as described under the heading *Opportunity For a Hearing*.

## OPPORTUNITY FOR A HEARING

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### 34 CFR §300.619

The participating agency must, on request, provide you an opportunity for a hearing to challenge information in education records regarding your child to ensure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of your child.

## HEARING PROCEDURES

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### 34 CFR §300.621

A hearing to challenge information in education records must be conducted according to the procedures for such hearings under the Family Educational Rights and Privacy Act (FERPA).

## RESULT OF HEARING

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### 34 CFR §300.620

If, as a result of the hearing, the participating agency decides that the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of your child, it must change the information accordingly and inform you in writing.

If, as a result of the hearing, the participating agency decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of your child, it must inform you of your right to place in the records that it maintains on your child a statement commenting on the information or providing any reasons you disagree with the decision of the participating agency.

Such an explanation placed in the records of your child must:

1. Be maintained by the participating agency as part of the records of your child as long as the record or contested portion is maintained by the participating agency; **and**
2. If the participating agency discloses the records of your child or the challenged information to any party, the explanation must also be disclosed to that party.

## CONSENT FOR DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION

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### 34 CFR §300.622

Unless the information is contained in education records, and the disclosure is authorized without parental consent under the Family Educational Rights and Privacy Act (FERPA), your consent must be obtained before personally identifiable information

is disclosed to parties other than officials of participating agencies. Except under the circumstances specified below, your consent is not required before personally identifiable information is released to officials of participating agencies for purposes of meeting a requirement of Part B of IDEA.

Your consent, or consent of an eligible child who has reached the age of majority under State law, must be obtained before personally identifiable information is released to officials of participating agencies providing or paying for transition services.

If your child is in, or is going to go to, a private school that is not located in the same school district you reside in, your consent must be obtained before any personally identifiable information about your child is released between officials in the school district where the private school is located and officials in the school district where you reside.

## **SAFEGUARDS**

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### **34 CFR §300.623**

Each participating agency must protect the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages.

One official at each participating agency must assume responsibility for ensuring the confidentiality of any personally identifiable information.

All persons collecting or using personally identifiable information must receive training or instruction regarding your State's policies and procedures regarding confidentiality under Part B of IDEA and the Family Educational Rights and Privacy Act (FERPA).

Each participating agency must maintain, for public inspection, a current listing of the names and positions of those employees within the agency who may have access to personally identifiable information.

## **DESTRUCTION OF INFORMATION**

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### **34 CFR §300.624**

Your school district must inform you when personally identifiable information collected, maintained, or used under Part B of IDEA is no longer needed to provide educational services to your child.

The information must be destroyed at your request. However, a permanent record of your child's name, address, and phone number, his or her grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation.

## STATE COMPLAINT PROCEDURES

### DIFFERENCES BETWEEN THE PROCEDURES FOR DUE PROCESS COMPLAINTS AND HEARINGS AND FOR STATE COMPLAINTS

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The regulations for Part B of IDEA set forth separate procedures for State complaints and for due process complaints and hearings. As explained below, any individual or organization may file a State complaint alleging a violation of any Part B requirement by a school district, the State Educational Agency, or any other public agency. Only you or a school district may file a due process complaint on any matter relating to a proposal or a refusal to initiate or change the identification, evaluation, or educational placement of a child with a disability, or the provision of a free appropriate public education (FAPE) to the child. While staff of the State Educational Agency generally must resolve a State complaint within a 60-calendar-day timeline, unless the timeline is properly extended, an impartial hearing officer must hear a due process complaint (if not resolved through a resolution meeting or through mediation) and issue a written decision within 45-calendar-days after the end of the resolution period, as described in this document under the heading Resolution Process, unless the hearing officer grants a specific extension of the timeline at your request or the school district's request. The State complaint and due process complaint, resolution and hearing procedures are described more fully below. The State Educational Agency must develop model forms to help you file a due process complaint and help you or other parties to file a State complaint as described under the heading *Model Forms*.

### ADOPTION OF STATE COMPLAINT PROCEDURES

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#### 34 CFR §300.151

##### General

Each State Educational Agency must have written procedures for:

1. Resolving any complaint, including a complaint filed by an organization or individual from another State;
2. The filing of a complaint with the State Educational Agency;
3. Widely disseminating the State complaint procedures to parents and other interested individuals, including parent training and information centers, protection and advocacy agencies, independent living centers, and other appropriate entities.



### Remedies for denial of appropriate services

In resolving a State complaint in which the State Educational Agency has found a failure to provide appropriate services, the State Educational Agency must address:

1. The failure to provide appropriate services, including corrective action appropriate to address the needs of the child (such as compensatory services or monetary reimbursement); **and**
2. Appropriate future provision of services for all children with disabilities.

## MINIMUM STATE COMPLAINT PROCEDURES

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### 34 CFR §300.152

#### Time limit; minimum procedures

Each State Educational Agency must include in its State complaint procedures a time limit of 60 calendar days after a complaint is filed to:

1. Carry out an independent on-site investigation, if the State Educational Agency determines that an investigation is necessary;
2. Give the complainant the opportunity to submit additional information, either orally or in writing, about the allegations in the complaint;
3. Provide the school district or other public agency with the opportunity to respond to the complaint, including, at a minimum: (a) at the option of the agency, a proposal to resolve the complaint; **and** (b) an opportunity for a parent who has filed a complaint and the agency to agree voluntarily to engage in mediation;
4. Review all relevant information and make an independent determination as to whether the school district or other public agency is violating a requirement of Part B of IDEA; **and**
5. Issue a written decision to the complainant that addresses each allegation in the complaint and contains: (a) findings of fact and conclusions; **and** (b) the reasons for the State Educational Agency's final decision.

#### Time extension; final decision; implementation

The State Educational Agency's procedures described above also must:

1. Permit an extension of the 60 calendar-day time limit only if: (a) exceptional circumstances exist with respect to a particular State complaint; **or** (b) you and the school district or other public agency involved voluntarily agree to extend the time to resolve the matter through mediation or alternative means of dispute resolution, if available in the State.
2. Include procedures for effective implementation of the State Educational Agency's final decision, if needed, including: (a) technical assistance activities; (b) negotiations; **and** (c) corrective actions to achieve compliance.

### State complaints and due process hearings

If a written State complaint is received that is also the subject of a due process hearing as described under the heading **Filing a Due Process Complaint**, or the State complaint contains multiple issues of which one or more are part of such a hearing, the State must set aside any part of the State complaint that is being addressed in the due process hearing until the hearing is over. Any issue in the State complaint that is not a part of the due process hearing must be resolved using the time limit and procedures described above.

If an issue raised in a State complaint has previously been decided in a due process hearing involving the same parties (for example, you and the school district), then the due process hearing decision is binding on that issue and the State Educational Agency must inform the complainant that the decision is binding.

A complaint alleging a school district's or other public agency's failure to implement a due process hearing decision must be resolved by the State Educational Agency.

## FILING A STATE COMPLAINT

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### 34 CFR §300.153

An organization or individual may file a signed written State complaint under the procedures described above.

The State complaint must include:

1. A statement that a school district or other public agency has violated a requirement of Part B of IDEA or its implementing regulations in 34 CFR Part 300;
2. The facts on which the statement is based;
3. The signature and contact information for the party filing the complaint; and
4. If alleging violations regarding a specific child:
  - (a) The name of the child and address of the residence of the child;
  - (b) The name of the school the child is attending;
  - (c) In the case of a homeless child or youth, available contact information for the child, and the name of the school the child is attending;
  - (d) A description of the nature of the problem of the child, including facts relating to the problem; **and**
  - (e) A proposed resolution of the problem to the extent known and available to the party filing the complaint at the time the complaint is filed.

The complaint must allege a violation that occurred not more than one year prior to the date that the complaint is received as described under the heading **Adoption of State Complaint Procedures**.

The party filing the State complaint must forward a copy of the complaint to the school district or other public agency serving the child at the same time the party files the complaint with the State Educational Agency.

## DUE PROCESS COMPLAINT PROCEDURES

### FILING A DUE PROCESS COMPLAINT

#### 34 CFR §300.507

##### General

You or the school district may file a due process complaint on any matter relating to a proposal or a refusal to initiate or change the identification, evaluation or educational placement of your child, or the provision of a free appropriate public education (FAPE) to your child.

The due process complaint must allege a violation that happened not more than two years before you or the school district knew or should have known about the alleged action that forms the basis of the due process complaint.

The above timeline does not apply to you if you could not file a due process complaint within the timeline because:

1. The school district specifically misrepresented that it had resolved the issues identified in the complaint; **or**
2. The school district withheld information from you that it was required to provide you under Part B of IDEA.

##### Information for parents

The school district must inform you of any free or low-cost legal and other relevant services available in the area if you request the information, **or** if you or the school district file a due process complaint.

Idaho Parents Unlimited, Inc.  
1878 W Overland  
Boise, Idaho 83705  
800-242-4785  
V/TT: (208) 342-5884

DisAbility Rights Idaho  
4477 Emerald St., Suite B-100  
Boise, Idaho 83706  
866-262-3462  
V/TT: 800-632-5125  
V/TT: (208) 336-5353

##### **DisAbility Rights Idaho**

##### **Boise Office:**

4477 Emerald Street, Suite B-100  
Boise, ID 83706-2066  
208-336-5353

##### **Idaho Parents Unlimited, Inc. (IPUL)**

208-336-5396 (fax)  
800-632-5125 (toll-free)

##### **Pocatello Office:**

1246 Yellowstone Avenue, Suite A-3  
Pocatello, ID 83201-4374  
500 South 8<sup>th</sup> Street  
1878 W Overland  
Boise, ID 837052

208-232-0922  
208-232-0938 (fax)  
866-309-1589 (toll-free)

Web: [disabilityrightsidaho.org](http://disabilityrightsidaho.org)

800/242-IPUL (4785)  
V/TT: 208/342-5884  
Web: [ipulidaho.org](http://ipulidaho.org)

## **DUE PROCESS COMPLAINT**

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### **34 CFR §300.508**

#### **General**

In order to request a hearing, you or the school district (or your attorney or the school district's attorney) must submit a due process complaint to the other party. That complaint must contain all of the content listed below and must be kept confidential.

Whoever files the complaint must also provide the State Educational Agency with a copy of the complaint.

#### **Content of the complaint**

The due process complaint must include:

1. The name of the child;
2. The address of the child's residence;
3. The name of the child's school;
4. If the child is a homeless child or youth, the child's contact information and the name of the child's school;
5. A description of the nature of the problem of the child relating to the proposed or refused action, including facts relating to the problem; **and**
6. A proposed resolution of the problem to the extent known and available to the complaining party (you or the school district) at the time.

#### **Notice required before a hearing on a due process complaint**

You or the school district may not have a due process hearing until you or the school district (or your attorney or the school district's attorney) files a due process complaint that includes the information listed above.

#### **Sufficiency of complaint**

In order for a due process complaint to go forward, it must be considered sufficient. The due process complaint will be considered sufficient (to have met the content requirements above) unless the party receiving the due process complaint (you or the school district) notifies the hearing officer and the other party in writing, within 15 calendar days of receiving the complaint, that the receiving party believes that the due process complaint does not meet the requirements listed above.

Within five calendar days of receiving the notification that the receiving party (you or the school district) considers a due process complaint insufficient, the hearing officer must decide if the due process complaint meets the requirements listed above, and notify you and the school district in writing immediately.

### Complaint amendment

You or the school district may make changes to the complaint only if:

1. The other party approves of the changes in writing and is given the chance to resolve the due process complaint through a resolution meeting, described under the heading ***Resolution Process***; or
2. By no later than five days before the due process hearing begins, the hearing officer grants permission for the changes.

If the complaining party (you or the school district) makes changes to the due process complaint, the timelines for the resolution meeting (within 15 calendar days of receiving the complaint) and the time period for resolution (within 30 calendar days of receiving the complaint) start again on the date the amended complaint is filed.

### Local educational agency (LEA) or school district response to a due process complaint

If the school district has not sent a prior written notice to you, as described under the heading ***Prior Written Notice***, regarding the subject matter contained in your due process complaint, the school district must, within 10 calendar days of receiving the due process complaint, send to you a response that includes:

1. An explanation of why the school district proposed or refused to take the action raised in the due process complaint;
2. A description of other options that your child's individualized education program (IEP) Team considered and the reasons why those options were rejected;
3. A description of each evaluation procedure, assessment, record, or report the school district used as the basis for the proposed or refused action; and
4. A description of the other factors that are relevant to the school district's proposed or refused action.

Providing the information in items 1-4 above does not prevent the school district from asserting that your due process complaint was insufficient.

### Other party response to a due process complaint

Except as stated under the sub-heading immediately above, ***Local educational agency (LEA) or school district response to a due process complaint***, the party receiving a due process complaint must, within 10 calendar days of receiving the complaint, send the other party a response that specifically addresses the issues in the complaint.

## MODEL FORMS

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### 34 CFR §300.509

The State Educational Agency must develop model forms to help you to file a due process complaint and to help you and other parties to file a State complaint. However, your State or the school district may not require the use of these model forms. In fact, you can use the model form or another appropriate form, so long as it contains the required information for filing a due process complaint or a State complaint.

## MEDIATION

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### 34 CFR §300.506

#### General

The school district must develop procedures that make mediation available to allow you and the school district to resolve disagreements involving any matter under Part B of IDEA, including matters arising prior to the filing of a due process complaint. Thus, mediation is available to resolve disputes under Part B of IDEA, whether or not you have filed a due process complaint to request a due process hearing as described under the heading *Filing a Due Process Complaint*.

#### Requirements

The procedures must ensure that the mediation process:

1. Is voluntary on your part and the school district's part;
2. Is not used to deny or delay your right to a due process hearing, or to deny any other rights provided under Part B of IDEA; **and**
3. Is conducted by a qualified and impartial mediator who is trained in effective mediation techniques.

The school district may develop procedures that offer parents and schools that choose not to use the mediation process, an opportunity to meet, at a time and location convenient to you, with a disinterested party:

1. Who is under contract with an appropriate alternative dispute resolution entity, or a parent training and information center or community parent resource center in the State; **and**
2. Who would explain the benefits of, and encourage the use of, the mediation process to you.

The State must keep a list of people who are qualified mediators and know the laws and regulations relating to the provision of special education and related services. The State Educational Agency must select mediators on a random, rotational, or other impartial basis.

The State is responsible for the costs of the mediation process, including the costs of meetings.

Each meeting in the mediation process must be scheduled in a timely manner and held at a place that is convenient for you and the school district.

If you and the school district resolve a dispute through the mediation process, both parties must enter into a legally binding agreement that sets forth the resolution and:

1. States that all discussions that happened during the mediation process will remain confidential and may not be used as evidence in any subsequent due process hearing or civil proceeding (court case); **and**
2. Is signed by both you and a representative of the school district who has the authority to bind the school district.

A written, signed mediation agreement is enforceable in any State court of competent jurisdiction (a court that has the authority under State law to hear this type of case) or in a district court of the United States.

Discussions that happened during the mediation process must be confidential. They cannot be used as evidence in any future due process hearing or civil proceeding of any Federal court or State court of a State receiving assistance under Part B of IDEA.

### **Impartiality of mediator**

The mediator:

1. May not be an employee of the State Educational Agency or the school district that is involved in the education or care of your child; **and**
2. Must not have a personal or professional interest which conflicts with the mediator's objectivity.

A person who otherwise qualifies as a mediator is not an employee of a school district or State agency solely because he or she is paid by the agency or school district to serve as a mediator.

## **RESOLUTION PROCESS**

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### **34 CFR §300.510**

#### **Resolution meeting**

Within 15 calendar days of receiving notice of your due process complaint, and before the due process hearing begins, the school district must convene a meeting with you and the relevant member or members of the individualized education program (IEP) Team who have specific knowledge of the facts identified in your due process complaint. The meeting:

1. Must include a representative of the school district who has decision-making authority on behalf of the school district; **and**



2. May not include an attorney of the school district unless you are accompanied by an attorney.

You and the school district determine the relevant members of the IEP Team to attend the meeting.

The purpose of the meeting is for you to discuss your due process complaint, and the facts that form the basis of the complaint, so that the school district has the opportunity to resolve the dispute.

The resolution meeting is not necessary if:

1. You and the school district agree in writing to waive the meeting; **or**
2. You and the school district agree to use the mediation process, as described under the heading **Mediation**.

### **Resolution period**

If the school district has not resolved the due process complaint to your satisfaction within 30 calendar days of the receipt of the due process complaint (during the time period for the resolution process), the due process hearing may occur.

The 45-calendar-day timeline for issuing a final due process hearing decision, as described under the heading, **Hearing Decisions**, begins at the expiration of the 30-calendar-day resolution period, with certain exceptions for adjustments made to the 30-calendar-day resolution period, as described below.

Except where you and the school district have both agreed to waive the resolution process or to use mediation, your failure to participate in the resolution meeting will delay the timelines for the resolution process and due process hearing until the meeting is held.

If after making reasonable efforts and documenting such efforts, the school district is not able to obtain your participation in the resolution meeting, the school district may, at the end of the 30-calendar-day resolution period, request that a hearing officer dismiss your due process complaint. Documentation of such efforts must include a record of the school district's attempts to arrange a mutually agreed upon time and place, such as:

1. Detailed records of telephone calls made or attempted and the results of those calls;
2. Copies of correspondence sent to you and any responses received; and
3. Detailed records of visits made to your home or place of employment and the results of those visits.

If the school district fails to hold the resolution meeting within 15 calendar days of receiving notice of your due process complaint **or** fails to participate in the resolution meeting, you may ask a hearing officer to begin the 45-calendar-day due process hearing timeline.

### **Adjustments to the 30-calendar-day resolution period**

If you and the school district agree in writing to waive the resolution meeting, then the 45-calendar-day timeline for the due process hearing starts the next day.

After the start of mediation or the resolution meeting and before the end of the 30-calendar-day resolution period, if you and the school district agree in writing that no agreement is possible, then the 45-calendar-day timeline for the due process hearing starts the next day.

If you and the school district agree to use the mediation process but have not yet reached agreement, at the end of the 30-calendar-day resolution period the mediation process may be continued until an agreement is reached if both parties agree to the continuation in writing. However, if either you or the school district withdraws from the mediation process during this continuation period, then the 45-calendar-day timeline for the due process hearing starts the next day.

### **Written settlement agreement**

If a resolution to the dispute is reached at the resolution meeting, you and the school district must enter into a legally binding agreement that is:

1. Signed by you and a representative of the school district who has the authority to bind the school district; **and**
2. Enforceable in any State court of competent jurisdiction (a State court that has authority to hear this type of case) or in a district court of the United States or by the State Educational Agency, if your State has another mechanism or procedures that permit parties to seek enforcement of resolution agreements.

### **Agreement review period**

If you and the school district enter into an agreement as a result of a resolution meeting, either party (you or the school district) may void the agreement within 3 business days of the time that both you and the school district signed the agreement.

## HEARINGS ON DUE PROCESS COMPLAINTS

### IMPARTIAL DUE PROCESS HEARING

#### 34 CFR §300.511

##### General

Whenever a due process complaint is filed, you or the school district involved in the dispute must have an opportunity for an impartial due process hearing, as described in the *Due Process Complaint* and *Resolution Process* sections.

##### Impartial hearing officer

At a minimum, a hearing officer:

1. Must not be an employee of the State Educational Agency or the school district that is involved in the education or care of the child. However, a person is not an employee of the agency solely because he or she is paid by the agency to serve as a hearing officer;
2. Must not have a personal or professional interest that conflicts with the hearing officer's objectivity in the hearing;
3. Must be knowledgeable and understand the provisions of IDEA, Federal and State regulations pertaining to IDEA, and legal interpretations of IDEA by Federal and State courts; **and**
4. Must have the knowledge and ability to conduct hearings, and to make and write decisions, consistent with appropriate, standard legal practice.

Each school district must keep a list of those persons who serve as hearing officers that includes a statement of the qualifications of each hearing officer.

##### Subject matter of due process hearing

The party (you or the school district) that requests the due process hearing may not raise issues at the due process hearing that were not addressed in the due process complaint, unless the other party agrees.

##### Timeline for requesting a hearing

You or the school district must request an impartial hearing on a due process complaint within two years of the date you or the school district knew or should have known about the issue addressed in the complaint.

### Exceptions to the timeline

The above timeline does not apply to you if you could not file a due process complaint because:

1. The school district specifically misrepresented that it had resolved the problem or issue that you are raising in your complaint; **or**
2. The school district withheld information from you that it was required to provide to you under Part B of IDEA.

## HEARING RIGHTS

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### 34 CFR §300.512

#### General

You have the right to represent yourself at a due process hearing (including a hearing relating to disciplinary procedures) or an appeal with a hearing to receive additional evidence, as described under the subheading, ***Appeal of decisions; impartial review***. In addition, any party to a hearing has the right to:

1. Be accompanied and advised by an attorney and/or persons with special knowledge or training regarding the problems of children with disabilities;
2. Be represented at the hearing by an attorney;
3. Present evidence and confront, cross-examine, and require the attendance of witnesses;
4. Prohibit the introduction of any evidence at the hearing that has not been disclosed to the other party at least five business days before the hearing;
5. Obtain a written, or, at your option, electronic, word-for-word record of the hearing; **and**
6. Obtain written, or, at your option, electronic findings of fact and decisions.

#### Additional disclosure of information

At least five business days prior to a due process hearing, you and the school district must disclose to each other all evaluations completed by that date and recommendations based on those evaluations that you or the school district intend to use at the hearing.

A hearing officer may prevent any party that fails to comply with this requirement from introducing the relevant evaluation or recommendation at the hearing without the consent of the other party.

#### Parental rights at hearings

You must be given the right to:

1. Have your child present at the hearing;

2. Open the hearing to the public; **and**
3. Have the record of the hearing, the findings of fact and decisions provided to you at no cost.

## HEARING DECISIONS

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### 34 CFR §300.513

#### Decision of the hearing officer

A hearing officer's decision on whether your child received a free appropriate public education (FAPE) must be based on evidence and arguments that directly relate to FAPE.

In matters alleging a procedural violation (such as "an incomplete IEP Team"), a hearing officer may find that your child did not receive FAPE only if the procedural violations:

1. Interfered with your child's right to a free appropriate public education (FAPE);
2. Significantly interfered with your opportunity to participate in the decision-making process regarding the provision of a free appropriate public education (FAPE) to your child; **or**
3. Caused your child to be deprived of an educational benefit.

None of the provisions described above can be interpreted to prevent a hearing officer from ordering a school district to comply with the requirements in the procedural safeguards section of the Federal regulations under Part B of IDEA (34 CFR §§300.500 through 300.536).

#### Separate request for a due process hearing

Nothing in the procedural safeguards section of the Federal regulations under Part B of IDEA (34 CFR §§300.500 through 300.536) can be interpreted to prevent you from filing a separate due process complaint on an issue separate from a due process complaint already filed.

#### Findings and decision provided to the advisory panel and general public

The State Educational Agency or the school district, (whichever was responsible for your hearing) after deleting any personally identifiable information, must:

1. Provide the findings and decisions in the due process hearing or appeal to the State special education advisory panel; **and**
2. Make those findings and decisions available to the public.

## APPEALS

### **FINALITY OF DECISION; APPEAL; IMPARTIAL REVIEW**

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#### **34 CFR §300.514**

##### **Finality of hearing decision**

A decision made in a due process hearing (including a hearing relating to disciplinary procedures) is final, except that any party involved in the hearing (you or the school district) may appeal the decision by bringing a civil action, as described under the heading *Civil Actions, Including the Time Period in Which to File Those Actions*.

### **TIMELINES AND CONVENIENCE OF HEARINGS AND REVIEWS**

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#### **34 CFR §300.515**

The State Educational Agency must ensure that not later than 45 calendar days after the expiration of the 30-calendar-day period for resolution meetings or, as described under the sub-heading *Adjustments to the 30-calendar-day resolution period*, not later than 45 calendar days after the expiration of the adjusted time period:

1. A final decision is reached in the hearing; and
2. A copy of the decision is mailed to each of the parties.

A hearing officer may grant specific extensions of time beyond the 45-calendar-day time period described above at the request of either party (you or the school district).

Each hearing must be conducted at a time and place that is reasonably convenient to you and your child.

### **CIVIL ACTIONS, INCLUDING THE TIME PERIOD IN WHICH TO FILE THOSE ACTIONS**

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#### **34 CFR §300.516**

##### **General**

Any party (you or the school district) who does not agree with the findings and decision in the due process hearing (including a hearing relating to disciplinary procedures) has the right to bring a civil action with respect to the matter that was the subject of the due process hearing. The action may be brought in a State court of competent jurisdiction (a State court that has authority to hear this type of case) or in a district court of the United States without regard to the amount in dispute.

### Time limitation

The party (you or the school district) bringing the action shall have 42 calendar days from the date of the decision of the hearing officer to file a civil action.

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### Additional procedures

In any civil action, the court:

1. Receives the records of the administrative proceedings;
2. Hears additional evidence at your request or at the school district's request; **and**
3. Bases its decision on the preponderance of the evidence and grants the relief that the court determines to be appropriate.

Under appropriate circumstances, judicial relief may include reimbursement of private school tuition and compensatory education services.

### Jurisdiction of district courts

The district courts of the United States have authority to rule on actions brought under Part B of IDEA without regard to the amount in dispute.

### Rule of construction

Nothing in Part B of IDEA restricts or limits the rights, procedures, and remedies available under the U.S. Constitution, the Americans with Disabilities Act of 1990, Title V of the Rehabilitation Act of 1973 (Section 504), or other Federal laws protecting the rights of children with disabilities, except that before the filing of a civil action under these laws seeking relief that is also available under Part B of IDEA, the due process procedures described above must be exhausted to the same extent as would be required if the party filed the action under Part B of IDEA. This means that you may have remedies available under other laws that overlap with those available under IDEA, but in general, to obtain relief under those other laws, you must first use the available administrative remedies under IDEA (i.e., the due process complaint; resolution process, including the resolution meeting; and impartial due process hearing procedures) before going directly into court.

## THE CHILD'S PLACEMENT WHILE THE DUE PROCESS COMPLAINT AND HEARING ARE PENDING

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### 34 CFR §300.518

Except as provided below under the heading ***PROCEDURES WHEN DISCIPLINING CHILDREN WITH DISABILITIES***, once a due process complaint is sent to the other party, during the resolution process time period, and while waiting for the decision of any impartial due process hearing or court proceeding, unless you and the State or

school district agree otherwise, your child must remain in his or her current educational placement.

If the due process complaint involves an application for initial admission to public school, your child, with your consent, must be placed in the regular public school program until the completion of all such proceedings.

If the due process complaint involves an application for initial services under Part B of IDEA for a child who is transitioning from being served under Part C of IDEA to Part B of IDEA and who is no longer eligible for Part C services because the child has turned three, the school district is not required to provide the Part C services that the child has been receiving. If the child is found eligible under Part B of IDEA and you consent for your child to receive special education and related services for the first time, then, pending the outcome of the proceedings, the school district must provide those special education and related services that are not in dispute (those which you and the school district both agree upon).

If a hearing officer in a due process hearing conducted by the State Educational Agency agrees with you that a change of placement is appropriate, that placement must be treated as your child's current educational placement where your child will remain while waiting for the decision of any impartial due process hearing or court proceeding.

## **ATTORNEYS' FEES**

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### **34 CFR §300.517**

#### **General**

In any action or proceeding brought under Part B of IDEA, the court, in its discretion, may award reasonable attorneys' fees as part of the costs to you, if you prevail (win).

In any action or proceeding brought under Part B of IDEA, the court, in its discretion, may award reasonable attorneys' fees as part of the costs to a prevailing State Educational Agency or school district, to be paid by your attorney, if the attorney: (a) filed a complaint or court case that the court finds is frivolous, unreasonable, or without foundation; or (b) continued to litigate after the litigation clearly became frivolous, unreasonable, or without foundation; or

In any action or proceeding brought under Part B of IDEA, the court, in its discretion, may award reasonable attorneys' fees as part of the costs to a prevailing State Educational Agency or school district, to be paid by you or your attorney, if your request for a due process hearing or later court case was presented for any improper purpose, such as to harass, to cause unnecessary delay, or to unnecessarily increase the cost of the action or proceeding (hearing).



### Award of fees

A court awards reasonable attorneys' fees as follows:

1. Fees must be based on rates prevailing in the community in which the action or proceeding arose for the kind and quality of services furnished. No bonus or multiplier may be used in calculating the fees awarded.
2. Attorneys' fees may not be awarded and related costs may not be reimbursed in any action or proceeding under Part B of IDEA for services performed after a written offer of settlement is made to you if:
  - a. The offer is made within the time prescribed by Rule 68 of the Federal Rules of Civil Procedure or, in the case of a due process hearing or State-level review, at any time more than 10 calendar days before the proceeding begins;
  - b. The offer is not accepted within 10 calendar days; **and**
  - c. The court or administrative hearing officer finds that the relief finally obtained by you is not more favorable to you than the offer of settlement.

Despite these restrictions, an award of attorneys' fees and related costs may be made to you if you prevail and you were substantially justified in rejecting the settlement offer.

3. Fees may not be awarded relating to any meeting of the individualized education program (IEP) Team unless the meeting is held as a result of an administrative proceeding or court action.

Fees also may not be awarded for a mediation as described under the heading **Mediation**.

A resolution meeting, as described under the heading **Resolution Process**, is not considered a meeting convened as a result of an administrative hearing or court action, and also is not considered an administrative hearing or court action for purposes of these attorneys' fees provisions.

The court reduces, as appropriate, the amount of the attorneys' fees awarded under Part B of IDEA, if the court finds that:

1. You, or your attorney, during the course of the action or proceeding, unreasonably delayed the final resolution of the dispute;
2. The amount of the attorneys' fees otherwise authorized to be awarded unreasonably exceeds the hourly rate prevailing in the community for similar services by attorneys of reasonably similar skill, reputation, and experience;
3. The time spent and legal services furnished were excessive considering the nature of the action or proceeding; **or**
4. The attorney representing you did not provide to the school district the appropriate information in the due process request notice as described under the heading **Due Process Complaint**.

However, the court may not reduce fees if the court finds that the State or school district unreasonably delayed the final resolution of the action or proceeding or there was a violation under the procedural safeguards provisions of Part B of IDEA.

## PROCEDURES WHEN DISCIPLINING CHILDREN WITH DISABILITIES

### AUTHORITY OF SCHOOL PERSONNEL

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#### 34 CFR §300.530

##### Case-by-case determination

School personnel may consider any unique circumstances on a case-by-case basis when determining whether a change of placement, made in accordance with the following requirements related to discipline, is appropriate for a child with a disability who violates a school code of student conduct.

##### General

To the extent that they also take such action for children without disabilities, school personnel may, for not more than **10 school days** in a row, remove a child with a disability who violates a code of student conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension. School personnel may also impose additional removals of the child of not more than **10 school days** in a row in that same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement (see the heading ***Change of Placement Because of Disciplinary Removals*** for the definition).

Once a child with a disability has been removed from his or her current placement for a total of **10 school days** in the same school year, the school district must, during any subsequent days of removal in that school year, provide services to the extent required below under the sub-heading **Services**.

##### Additional authority

If the behavior that violated the student code of conduct was not a manifestation of the child's disability (see the subheading ***Manifestation determination***) and the disciplinary change of placement would exceed **10 school days** in a row, school personnel may apply the disciplinary procedures to that child with a disability in the same manner and for the same duration as it would to children without disabilities, except that the school must provide services to that child as described below under **Services**. The child's IEP Team determines the interim alternative educational setting for such services.

##### Services

The school district does not provide services to a child with a disability or a child without a disability who has been removed from his or her current placement for **10 school days or less** in that school year.

A child with a disability who is removed from the child's current placement for **more than 10 school days** and the behavior is not a manifestation of the child's disability

(see subheading, ***Manifestation determination***) or who is removed under special circumstances (see the subheading, ***Special circumstances***) must:

1. Continue to receive educational services (have available a free appropriate public education), so as to enable the child to continue to participate in the general education curriculum, although in another setting (that may be an interim alternative educational setting), and to progress toward meeting the goals set out in the child's IEP; **and**
2. Receive, as appropriate, a functional behavioral assessment, and behavioral intervention services and modifications, which are designed to address the behavior violation so that it does not happen again.

After a child with a disability has been removed from his or her current placement for **10 school days** in that same school year, and **if** the current removal is for **10 school days** in a row or less **and** if the removal is not a change of placement (see definition below), **then** school personnel, in consultation with at least one of the child's teachers, determine the extent to which services are needed to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP.

If the removal is a change of placement (see the heading, ***Change of Placement Because of Disciplinary Removals***), the child's IEP Team determines the appropriate services to enable the child to continue to participate in the general education curriculum, although in another setting (that may be an interim alternative educational setting), and to progress toward meeting the goals set out in the child's IEP.

### **Manifestation determination**

Within **10 school days** of any decision to change the placement of a child with a disability because of a violation of a code of student conduct (except for a removal that is for **10 school days** in a row or less and not a change of placement), the school district, you, and other relevant members of the IEP Team (as determined by you and the school district) must review all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by you to determine:

1. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; **or**
2. If the conduct in question was the direct result of the school district's failure to implement the child's IEP.

If the school district, you, and other relevant members of the child's IEP Team determine that either of those conditions was met, the conduct must be determined to be a manifestation of the child's disability.

If the school district, you, and other relevant members of the child's IEP Team determine that the conduct in question was the direct result of the school district's failure to implement the IEP, the school district must take immediate action to remedy those deficiencies.

### **Determination that behavior was a manifestation of the child's disability**

If the school district, you, and other relevant members of the IEP Team determine that the conduct was a manifestation of the child's disability, the IEP Team must either:

1. Conduct a functional behavioral assessment, unless the school district had conducted a functional behavioral assessment before the behavior that resulted in the change of placement occurred, and implement a behavioral intervention plan for the child; **or**
2. If a behavioral intervention plan already has been developed, review the behavioral intervention plan, and modify it, as necessary, to address the behavior.

Except as described below under the sub-heading **Special circumstances**, the school district must return your child to the placement from which your child was removed, unless you and the district agree to a change of placement as part of the modification of the behavioral intervention plan.

### **Special circumstances**

Whether or not the behavior was a manifestation of your child's disability, school personnel may remove a student to an interim alternative educational setting (determined by the child's IEP Team) for not more than 45 school days, if your child:

1. Carries a weapon (see the definition below) to school or has a weapon at school, on school premises, or at a school function under the jurisdiction of the State Educational Agency or a school district;
2. Knowingly has or uses illegal drugs (see the definition below), or sells or solicits the sale of a controlled substance, (see the definition below), while at school, on school premises, or at a school function under the jurisdiction of the State Educational Agency or a school district; **or**
3. Has inflicted serious bodily injury (see the definition below) upon another person while at school, on school premises, or at a school function under the jurisdiction of the State Educational Agency or a school district.

### **Definitions**

*Controlled substance* means a drug or other substance identified under schedules I, II, III, IV, or V in section 202(c) of the Controlled Substances Act (21 U.S.C. 812(c)).

*Illegal drug* means a controlled substance; but does not include a controlled substance that is legally possessed or used under the supervision of a licensed health-care professional or that is legally possessed or used under any other authority under that Act or under any other provision of Federal law.

*Serious bodily injury* has the meaning given the term "serious bodily injury" under paragraph (3) of subsection (h) of section 1365 of title 18, United States Code.

*Weapon* has the meaning given the term "dangerous weapon" under paragraph (2) of the first subsection (g) of section 930 of title 18, United States Code.

## Notification

On the date it makes the decision to make a removal that is a change of placement of your child because of a violation of a code of student conduct, the school district must notify you of that decision, and provide you with a procedural safeguards notice.

## CHANGE OF PLACEMENT BECAUSE OF DISCIPLINARY REMOVALS

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### 34 CFR §300.536

A removal of your child with a disability from your child's current educational placement is a **change of placement** if:

1. The removal is for more than 10 school days in a row; **or**
2. Your child has been subjected to a series of removals that constitute a pattern because:
  - a. The series of removals total more than 10 school days in a school year;
  - b. Your child's behavior is substantially similar to the child's behavior in previous incidents that resulted in the series of removals; and
  - c. Of such additional factors as the length of each removal, the total amount of time your child has been removed, and the proximity of the removals to one another.

Whether a pattern of removals constitutes a change of placement is determined on a case-by-case basis by the school district and, if challenged, is subject to review through due process and judicial proceedings.

## DETERMINATION OF SETTING

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### 34 CFR §300.531

The individualized education program (IEP) Team determines the interim alternative educational setting for removals that are **changes of placement**, and removals under the subheadings **Additional authority** and **Special circumstances**.

## APPEAL

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### 34 CFR §300.532

#### General

You may file a due process complaint (see the heading **Due Process Complaint Procedures**) to request a due process hearing if you disagree with:

1. Any decision regarding placement made under these discipline provisions; **or**

2. The manifestation determination described above.

The school district may file a due process complaint (see above) to request a due process hearing if it believes that maintaining the current placement of your child is substantially likely to result in injury to your child or to others.

### **Authority of hearing officer**

A hearing officer that meets the requirements described under the subheading ***Impartial hearing officer*** must conduct the due process hearing and make a decision. The hearing officer may:

1. Return your child with a disability to the placement from which your child was removed if the hearing officer determines that the removal was a violation of the requirements described under the heading ***Authority of School Personnel***, or that your child's behavior was a manifestation of your child's disability; or
2. Order a change of placement of your child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of your child is substantially likely to result in injury to your child or to others.

These hearing procedures may be repeated, if the school district believes that returning your child to the original placement is substantially likely to result in injury to your child or to others.

Whenever you or a school district files a due process complaint to request such a hearing, a hearing must be held that meets the requirements described under the headings ***Due Process Complaint Procedures, Hearings on Due Process Complaints***, except as follows:

1. The State Educational Agency or school district must arrange for an expedited due process hearing, which must occur within **20** school days of the date the hearing is requested and must result in a determination within **10** school days after the hearing.
2. Unless you and the school district agree in writing to waive the meeting, or agree to use mediation, a resolution meeting must occur within **seven** calendar days of receiving notice of the due process complaint. The hearing may proceed unless the matter has been resolved to the satisfaction of both parties within **15** calendar days of receipt of the due process complaint.
3. A State may establish different procedural rules for expedited due process hearings than it has established for other due process hearings, but except for the timelines, those rules must be consistent with the rules in this document regarding due process hearings.

You or the school district may appeal the decision in an expedited due process hearing in the same way as for decisions in other due process hearings (see the heading ***Appeal***).

## PLACEMENT DURING APPEALS

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### 34 CFR §300.533

When, as described above, you or the school district file a due process complaint related to disciplinary matters, your child must (unless you and the State Educational Agency or school district agree otherwise) remain in the interim alternative educational setting pending the decision of the hearing officer, or until the expiration of the time period of removal as provided for and described under the heading ***Authority of School Personnel***, whichever occurs first.

## PROTECTIONS FOR CHILDREN NOT YET ELIGIBLE FOR SPECIAL EDUCATION AND RELATED SERVICES

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### 34 CFR §300.534

#### General

If your child has not been determined eligible for special education and related services and violates a code of student conduct, but the school district had knowledge (as determined below) before the behavior that brought about the disciplinary action occurred, that your child was a child with a disability, then your child may assert any of the protections described in this notice.

#### Basis of knowledge for disciplinary matters

A school district will be deemed to have knowledge that your child is a child with a disability if, before the behavior that brought about the disciplinary action occurred:

1. You expressed concern in writing to supervisory or administrative personnel of the appropriate educational agency, or to your child's teacher that your child is in need of special education and related services;
2. You requested an evaluation related to eligibility for special education and related services under Part B of IDEA; **or**
3. Your child's teacher or other school district personnel expressed specific concerns about a pattern of behavior demonstrated by your child directly to the school district's director of special education or to other supervisory personnel of the school district.

#### Exception

A school district would not be deemed to have such knowledge if:

1. You have not allowed an evaluation of your child or have refused special education services; **or**
2. Your child has been evaluated and determined to not be a child with a disability under Part B of IDEA.



### Conditions that apply if there is no basis of knowledge

If prior to taking disciplinary measures against your child, a school district does not have knowledge that your child is a child with a disability, as described above under the sub-headings ***Basis of knowledge for disciplinary matters*** and ***Exception***, your child may be subjected to the disciplinary measures that are applied to children without disabilities who engage in comparable behaviors.

However, if a request is made for an evaluation of your child during the time period in which your child is subjected to disciplinary measures, the evaluation must be conducted in an expedited manner.

Until the evaluation is completed, your child remains in the educational placement determined by school authorities, which can include suspension or expulsion without educational services.

If your child is determined to be a child with a disability, taking into consideration information from the evaluation conducted by the school district, and information provided by you, the school district must provide special education and related services in accordance with Part B of IDEA, including the disciplinary requirements described above.

## REFERRAL TO AND ACTION BY LAW ENFORCEMENT AND JUDICIAL AUTHORITIES

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### 34 CFR §300.535

Part B of IDEA does not:

1. Prohibit an agency from reporting a crime committed by a child with a disability to appropriate authorities; **or**
2. Prevent State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a child with a disability.

### Transmittal of records

If a school district reports a crime committed by a child with a disability, the school district:

1. Must ensure that copies of the child's special education and disciplinary records are transmitted for consideration by the authorities to whom the agency reports the crime; **and**
2. May transmit copies of the child's special education and disciplinary records only to the extent permitted by the Family Educational Rights and Privacy Act (FERPA).

## REQUIREMENTS FOR UNILATERAL PLACEMENT BY PARENTS OF CHILDREN IN PRIVATE SCHOOLS AT PUBLIC EXPENSE

### GENERAL

#### 34 CFR §300.148

Part B of IDEA does not require a school district to pay for the cost of education, including special education and related services, of your child with a disability at a private school or facility if the school district made a free appropriate public education (FAPE) available to your child and you choose to place the child in a private school or facility. However, the school district where the private school is located must include your child in the population whose needs are addressed under the Part B provisions regarding children who have been placed by their parents in a private school under 34 CFR §§300.131 through 300.144.

#### Reimbursement for private school placement

If your child previously received special education and related services under the authority of a school district, and you choose to enroll your child in a private preschool, elementary school, or secondary school without the consent of or referral by the school district, a court or a hearing officer may require the agency to reimburse you for the cost of that enrollment if the court or hearing officer finds that the agency had not made a free appropriate public education (FAPE) available to your child in a timely manner prior to that enrollment and that the private placement is appropriate. A hearing officer or court may find your placement to be appropriate, even if the placement does not meet the State standards that apply to education provided by the State Educational Agency and school districts.

#### Limitation on reimbursement

The cost of reimbursement described in the paragraph above may be reduced or denied:

1. If: (a) At the most recent individualized education program (IEP) meeting that you attended prior to your removal of your child from the public school, you did not inform the IEP Team that you were rejecting the placement proposed by the school district to provide FAPE to your child, including stating your concerns and your intent to enroll your child in a private school at public expense; or (b) At least 10 business days (including any holidays that occur on a business day) prior to your removal of your child from the public school, you did not give written notice to the school district of that information;
2. If, prior to your removal of your child from the public school, the school district provided prior written notice to you of its intent to evaluate your child (including a statement of the purpose of the evaluation that was appropriate and reasonable), but you did not make the child available for the evaluation; **or**
3. Upon a court's finding that your actions were unreasonable.

However, the cost of reimbursement:

1. Must not be reduced or denied for failure to provide the notice if: (a) The school prevented you from providing the notice; (b) You had not received notice of your responsibility to provide the notice described above; or (c) Compliance with the requirements above would likely result in physical harm to your child; **and**
2. May, in the discretion of the court or a hearing officer, not be reduced or denied for your failure to provide the required notice if: (a) You are not literate or cannot write in English; or (b) Compliance with the above requirement would likely result in serious emotional harm to your child.

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**Chapter 12**  
**DISCIPLINE**

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## Chapter 12 Discipline

Schools are encouraged to address student misconduct through appropriate school-wide discipline policies, instructional services, and/or related services. If a student with a disability has behavior problems that interfere with his or her learning or the learning of others, an individualized education program (IEP) team shall consider the use of strategies, including positive behavioral supports and interventions, to address the behavior. If the IEP team determines that such services are needed, they must be included in the IEP and must be implemented.

Students with disabilities who are subject to disciplinary actions by a district are entitled to all of the due process rights afforded students without disabilities under Idaho Code 33-205 and state and local policies. In addition to these rights, the ~~IDEA Individuals with Disabilities Education Improvement Act of 2004 (IDEA 2004)~~ provides special education rights and additional discipline procedures to a student with a disability whom the district is removing from his or her current educational placement. These procedures come into play when the district is unable to work out an appropriate placement for the student with the ~~parent and/or adult student~~ parent/adult student. Further, these procedures do not prevent district personnel from maintaining a safe environment conducive to learning that is critical for all students.

Even though Idaho Code allows district personnel to “temporarily suspend” students for up to twenty (20) school days, all students with disabilities who have been suspended or expelled for more than ten (10) consecutive or cumulative school days in a school year retain the right to a free appropriate public education. (FAPE).

### Section 1. General Discipline ~~Guidelines~~ Provisions

The general requirements pertaining to the discipline procedures of special education students are as follows:

1. District personnel may remove a student from his or her current placement to an appropriate Interim Alternative Education Setting (IAES) or another setting for not more than ten (10) consecutive days to the extent those alternatives are applied to students without disabilities.
2. District personnel may suspend any student, including a special education student, for up to ten (10) cumulative school days in a school year if he or she violates the code of student conduct, and services may cease during this period. In accordance with Idaho Code (unless services are provided to students who are nondisabled who are so suspended):
  - a. A school principal has the authority to order a temporary disciplinary suspension for up to five (5) school days.

- b. The superintendent can extend the disciplinary suspension for an additional ten (10) school days.
  - c. Provided, that on a finding by the Board of Trustees that the student's immediate return to school would be detrimental to other students' health, welfare or safety, the Board of Trustees may extend the temporary suspension for an additional five (5) school days.
  - d. Prior to suspending any student, the superintendent or principal shall grant an informal hearing on the reasons for the suspension and the opportunity to challenge those reasons. Any student who has been suspended may be readmitted to the school by the superintendent or principal who suspended him or her upon such reasonable conditions as said superintendent or principal may prescribe.
3. A series of suspensions exceeding ten (10) days in a school year shall not constitute a pattern of removals resulting in a change of placement, without following the procedures discussed in this chapter.
4. Students who have not been determined eligible for special education may be entitled to an evaluation and other IDEA 2004 rights—including the right to FAPE during periods of disciplinary suspension that extend beyond ten (10) cumulative school days in a school year if:
  - a. The district had basis of knowledge that the student met the IDEA 2004 eligibility prior to the behavior that precipitated the disciplinary suspension; and
  - b. The ~~parent and/or adult student~~ parent/adult student asserts the right to FAPE.

## Section 2. Actions Involving a Change of Placement

A change of placement is a removal from the student's current educational placement for more than ten (10) consecutive school days or a series of removals that constitute a pattern when they total more than ten (10) cumulative school days in a school year. Factors such as the student's behavior is substantially similar to behavior in previous incidents that resulted in series of removals, the length of the removal, the proximity of the removals to one another, and the total amount of time the student is removed are indicators of a pattern. Whether a pattern of removals constitutes a change of placement will be determined on a case-by-case basis by the district; the district's determination is subject to review through an expedited due process hearing and judicial proceedings. The district may consider any unique circumstances in determining whether to pursue a disciplinary change of placement.



The parent shall be provided with written notice on the date on which the decision is made to remove the student if it constitutes a change of placement. A copy of the IDEA's procedural safeguards shall be provided with the notice.

Even if the disciplinary action is to suspend or expel a student, FAPE [educational services] cannot cease for more than ten (10) cumulative school days in a school year.

A manifestation determination is required if the district is considering removing a student with a disability from his or her educational placement for disciplinary reasons which constitute a change of placement or placing a student in an IAES. A manifestation determination is defined as a review of the relationship between the student's disability and the behavior subject to disciplinary action. See Section 4 of this chapter for more information.

#### **A. District Actions Resulting in a Change of Disciplinary Placement**

District administrators change a student's placement by:

1. Unilaterally removing a special education student from his or her current placement for:
  - a. More than ten (10) consecutive school days in a school year; or
  - b. Subjecting a special education student to a series of removals that constitute a pattern:
    - 1) Because the series of removals total more than ten (10) school days in a school year;
    - 2) Because the student's behavior is substantially similar to behavior in previous incidents that resulted in the series of removals; and
    - 3) Because of such additional factors as the length of each removal, the total amount of time the student is removed, and the proximity of the removals to one another.
2. District personnel may remove a student to an IAES for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability if the student:
  - a. Carries a weapon to or possesses a weapon at school, on school premises, or to or at a school function under the jurisdiction of a State Education Agency (SEA) or a Local Education Agency (LEA); or

- b. Knowingly possesses or uses illegal drugs *or* sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function under the jurisdiction of an SEA or an LEA; or
- c. Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of an SEA or an LEA; ~~defined as bodily injury that involves:~~
  - 1) ~~A substantial risk of death;~~
  - 2) ~~Extreme physical pain; or~~
  - 3) ~~Protracted and obvious disfigurement; or protracted loss or impairment of the function of the bodily member, organ, or mental faculty.~~

### **B. Hearing Officer Actions Resulting in a Change of Placement**

Through an expedited due process hearing, district administrators may ask a hearing officer to place a student with a disability in an appropriate IAES.

- 1. In requesting a hearing officer to place a student in an IAES, the district must:
  - a. ~~Demonstrate~~ demonstrate by substantial evidence that maintaining the current placement is substantially likely to result in injury to the student or others; and
  - b. ~~Indicate~~ indicate whether the request is for an *initial* period of not more than forty-five (45) school days or an *additional* period of not more than forty-five (45) school days.
- 2. In determining whether to grant a district's request to place a student in an IAES, the hearing officer must: ~~a. Determine~~ determine that the IAES proposed by district personnel in consultation with the student's special education teacher or the IEP team is appropriate.

### **C. Court Actions Resulting in a Change of Placement (~~Honig Injunction~~)**

District administrators may seek a court order (called a "Honig Injunction") to remove a special education student from school or the current placement at any time. ~~FAPE [e Educational services]~~ [FAPE] shall not cease during an injunction.

### **Section 3. FAPE Considerations**

Services ~~may~~ shall not cease and the district shall always provide FAPE to the student with a disability:

1. ~~After~~ after a student with a disability is removed for ten (10) school days in the same school year and subsequent days of removal ~~do not constitute a change of placement;~~ and
2. ~~There~~ there is a disciplinary change of placement.

#### **A. District Actions When there is Not a Change in Placement**

1. Notify the ~~parent and/or adult student~~ parent/adult student of the disciplinary action to be taken on the date of the decision.;
2. School personnel, in consultation with at least one of the child's teachers, determine the extent to which services are needed so as to enable the child to continue to participate in the general education curriculum although in another setting and to progress towards meeting IEP goals.;
3. Conduct as appropriate a functional behavioral assessment (FBA) and provide behavioral intervention services and modifications designed to address the behavior violation so that it does not recur.

#### **B. District Actions When There is a Change of Placement**

Whenever disciplinary action results in a change in placement, the district must:

1. ~~Notify~~ notify the ~~parent and/or adult student~~ parent/adult student of the disciplinary action to be taken on the date of the decision and provide a copy of the *Procedural Safeguards Notice*;
2. ~~The~~ hold an IEP team meeting to determine the extent to which services are needed so as to enable the child to continue to participate in the general education curriculum although in another setting and to progress towards meeting IEP goals; and
3. ~~Conduct~~ conduct a manifestation determination immediately, if possible, but not later than ten (10) school days after the date on which the decision to take the disciplinary action is made.

#### **C. FAPE Requirements in an IAES**

If the student's placement will change to an IAES, the IEP team shall select an IAES that enables the student to:

1. continue to participate in the general education curriculum;
2. progress toward meeting the goals set out in his or her IEP; and

3. receive, as appropriate, an FBA and behavioral intervention services to address the behavior violation so that it does not recur.

#### **D. Transportation**

If the IEP team determines that special transportation is required as a related service it must be included in and documents it on the IEP, all procedural safeguards under the IDEA 2004 shall be afforded to the student in matters concerning transportation. Whether a suspension from the bus counts as a suspension from school depends on whether bus transportation is identified on the IEP:

1. If bus transportation is on the IEP, a suspension from the bus would be treated as a suspension from school (unless the district provides transportation services in some other way, such as “transportation in lieu of”) because transportation is necessary for the student to obtain access to the location where all other services will be delivered.
2. If bus transportation is not on the IEP, a suspension from the bus would not be counted as suspension from school. In these cases, the student and the parent would have the same obligation to get to and from school as a student without a disability who had been suspended from the bus.

If the student’s behavior on the bus results in a suspension from the bus, the IEP team shall consider whether the behavior should be addressed in a Behavioral Intervention Plan (BIP).

### **Section 4. Procedures for a Manifestation Determination**

A manifestation determination by the ~~parent and/or adult student~~ parent/adult student and relevant IEP team members (as determined by the district and ~~parents and/or adult students~~ parents/adult students) involves a review of the relationship between the student’s disability and the behavior subject to disciplinary action.

#### **A. Actions Involving a Manifestation Determination**

When a disciplinary action results in a change of placement or placement in an IAES, the district will take the following actions:

1. The ~~parent and/or adult student~~ parent/adult student will be notified of the disciplinary action and provided with a copy of the *Procedural Safeguards Notice* not later than the date on which the decision to take disciplinary action is made.
2. A meeting will be held immediately, if possible, but no later than ten (10) school days after the date on which the decision to take disciplinary action is made. This meeting will include the district, the ~~parent and/or adult student~~ parent/adult student, and other relevant members of the IEP team (as determined by the parent and the district). The

purpose of the meeting is to review all relevant information in the student's file including:

- a. ~~The~~ the student's IEP; and
  - b. ~~Any~~ any teacher observations; and
  - c. ~~Any~~ any relevant information provided by the ~~parent and/or adult student~~ parent/adult student.
3. Based on a review of the information, the district, parent, and relevant members IEP team, ~~(relevant members as determined by the parent and the district,)~~ will determine if the conduct in question was:
- a. ~~Caused~~ caused by or had a direct and substantial relationship to the student's disability; or
  - b. ~~The~~ the direct result of the district's failure to implement the IEP. ~~{(If so, the deficiencies must be immediately remedied.)}~~

If the district, parent, and relevant members IEP team ~~IEP team, (relevant members determined by the parent and the district),~~ finds that either a or b above is true, the student's behavior will be determined to be a manifestation of his or her disability.

### **B. When Behavior Is a Manifestation of the Disability**

If a student's behavior is determined to be a manifestation of his or her disability, the IEP team, (relevant members determined by the parent and the district), will:

1. ~~Conduct~~ conduct an FBA and implement a BIP for the student if the district had not conducted such an assessment prior to the behavior that resulted in a change in placement;
2. ~~Review~~ review the BIP if one had previously been developed and modify it as necessary to address the behavior;
3. ~~Return~~ return the student to the placement from which he or she was removed, unless the parent and district agree in writing to a change of placement as part of the modification of the BIP.

If there were grounds to place a student in an IAES, the student may remain in the IAES even if there was a manifestation.

### **C. When Behavior Is Not a Manifestation of Disability**

If the IEP team, (relevant members determined by the parent and the district), determines that the student's behavior was not a manifestation of his or her disability, the same disciplinary procedures applicable to students without disabilities, including long-term suspension or expulsion, may be applied to the student with a disability. The district will forward special education and disciplinary records for consideration to the board of trustees, which makes the final decision regarding the disciplinary action.

Even if the disciplinary action is to suspend or expel, the following provisions shall be met:

1. Educational services cannot cease for more than ten (10) school days in a school year. Educational services shall be provided to the extent necessary to allow the student with a disability to continue to participate in access to the general education curriculum and the opportunity to advance toward achieving the goals set out in his or her IEP.
2. An IEP team shall convene to develop an IEP that specifies what special education and related services will be provided during the period of suspension or expulsion.

### Section 5. Other Considerations

#### A. Request for an Expedited Hearing

An expedited hearing is a hearing that occurs within twenty (20) school days of the request with a decision rendered within ten (10) school days of the hearing.

1. The ~~parent and/or adult student~~ parent/adult student may request an expedited due process hearing if he or she:
  - a. ~~Disagrees~~ disagrees with the determination that the behavior was not a manifestation of the student's disability;
  - b. ~~Disagrees~~ disagrees with any decision of the IEP team regarding a change of placement during a disciplinary proceeding; or
  - c. ~~Disagrees~~ disagrees with the decision regarding the student's placement in an IAES.
2. The district may request an expedited hearing if it believes that maintaining the current placement is substantially likely to result in injury to the student or to others.
3. When an appeal of a disciplinary action is requested (~~either by the parent and/or adult student~~ parent/adult student to challenge the action or by the district to seek removal to an interim setting), the student remains in the IAES pending the decision of the hearing officer or the expiration of the disciplinary placement term, whichever occurs

first unless the ~~parent and/or adult student~~ parent/adult student and district agree otherwise.

4. Resolution meeting requirements apply but are shortened to fifteen (15) and seven (7) days. No challenge for sufficiency of request is available.
5. A decision of a hearing officer in an expedited hearing may be appealed to federal or state district court.

See Chapter 13, Sections 4 and 5, for an explanation of regular and expedited due process hearing rights and procedures.

### **B. Protections for Students Not Yet Eligible for Special Education**

A student who has not been determined eligible for special education and who has violated any rule or code of conduct of the district may assert the protections of the IDEA 2004 *if* the district had knowledge that the student was a student with a disability before the behavior that precipitated the disciplinary action.

#### 1. Basis of knowledge

With limited exceptions, which are described in item 2 below, the district will be deemed to have knowledge that an individual is a student with a disability if before the behavior that precipitated the disciplinary action occurred one or more of the following is true:

- a. The ~~parent and/or adult student~~ parent/adult student has expressed concern to supervisory or administrative district personnel or a teacher of the child that the student is in need of special education and related services. The concern must be expressed in writing unless the ~~parent and/or adult student~~ parent/adult student is unable to write or has a disability that prevents a written statement.
- b. The ~~parent and/or adult student~~ parent/adult student has requested that the student be evaluated for special education.
- c. The student's teacher or other district personnel have expressed specific concerns about a pattern of behavior demonstrated by the student directly to the director of special education or to other district supervisory personnel in accordance with the district's established Child Find system or special education referral system.

#### 2. No basis of knowledge

The district will be deemed not to have knowledge that an individual is a student with a disability if one or more of the following is true:

- a. An evaluation was conducted and a determination was made that the student did not have a disability.
- b. The ~~parent and/or adult student~~ parent/adult student did not give written consent for an evaluation.
- c. The ~~parent and/or adult student~~ parent/adult student refused special education services.

If the district did not have a basis of knowledge that a student was a student with a disability prior to taking disciplinary measures, the student is subjected to the same disciplinary measures applied to all other students who engage in comparable behaviors.

**C. ~~Parent and/or Adult Student~~ Parent/Adult Student Request for Evaluation of a Disciplined Student**

If a request for an evaluation of a student who is not currently eligible for special education is made during the period in which the student is subject to disciplinary measures, the evaluation will be conducted in an expedited manner. Pending the results of the evaluation, the student will remain in the educational placement determined by district officials, which can include suspension or expulsion without educational services.

1. If the student is subsequently determined eligible for special education, the district will:
  - a. Convene an IEP team meeting to develop an IEP.
  - b. Conduct a manifestation determination.
    - 1) If the behavior is caused by or had a substantial relationship to the student's disability, the disciplinary action must be set aside, and the student must be provided appropriate educational services in the least restrictive environment (LRE).
    - 2) If the behavior is not caused by nor had a substantial relationship to the student's disability, the student is subject to the disciplinary placement that had been determined, but he or she is still entitled to receive FAPE, which is determined by the IEP team. Educational services cannot cease for more than ten (10) school days in a school year. Educational services shall be provided to the extent necessary to allow the student with a disability access to the general education



curriculum and the opportunity to advance toward achieving the goals set out in his or her IEP.

2. If the evaluation team determines that the student is not eligible for special education, he or she will be subject to the same disciplinary actions as all other students.

#### **D. Referrals to and Action by Law Enforcement and Judicial Authorities**

1. The district may report a crime committed by a student with a disability to appropriate authorities. The IDEA 2004 does not prevent state law enforcement or judicial authorities from exercising their responsibilities, with regard to the application of federal and state law, for crimes committed by a student with a disability.
2. If a student brings a firearm to school, law enforcement shall be contacted pursuant to the Gun-Free Schools Act.
3. If the district reports a crime, it will ensure that copies of the special education and disciplinary records of the student are given to the appropriate law enforcement authorities for their consideration, to the extent the release of records is permitted by the Family Educational Rights and Privacy Act (FERPA). Generally, the release of records requires consent, but exceptions are listed in Chapter 11, Section 5.

#### **E. Transfer of Discipline Records**

Idaho Code 33-209 requires that whenever a student transfers to a new school and a school record contains information concerning violent or disruptive behavior or disciplinary action involving the student, this information will be included in the transfer of records to the new school. The transmission of the student's record shall include both the student's current IEP, including the FBA, BIP, and any current or previous disciplinary action taken. This information will be contained in a sealed envelope marked to indicate the confidential nature of the contents and addressed to the principal or other administrative officer of the school.

When the district initiates disciplinary proceedings applicable to all students, the special education and disciplinary records of students with disabilities shall be given to authorized district personnel for their consideration in making the final determination regarding the disciplinary action.

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**Chapter 13**

**DISPUTE RESOLUTION**

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### Chapter 13 Dispute Resolution

On occasion, conflicts arise between school districts and ~~families~~ parents and/or adult students. Several mechanisms are available through the State Department of Education (SDE) to assist in resolving a dispute ~~disputes~~. The processes are ~~individualized education program (IEP) facilitation, informal conflict resolution, mediation, formal complaints~~ state complaints, due process hearings, and expedited due process hearings. This chapter contains information on each of these processes. The information contained within this chapter is not intended to limit in any manner the procedural due process/dispute resolution rights provided by federal or state law.

#### Contact Information

In addition to providing general information and support concerning IDEA related issues, the SDE accepts formal complaints requests for IEP-facilitation, informal conflict resolution, and mediation by telephone and e-mail. State complaints and due process hearings are accepted via fax, mail, and personal delivery, or may be scanned and attached to an email. All state complaints and due process hearing requests must include a signature of the filing party. Additionally, requests for IEP facilitation and mediation may also be made by telephone. Formal complaints and hearing requests Requests for SDE dispute resolution should be directed to:

Dispute Resolution Coordinator  
State Department of Education  
Special Education  
Student Achievement and School Improvement  
~~Special Education~~  
P.O. Box 83720  
Boise, ID 83720-0027  
208/332-6912  
800/432-4601  
TT: 800/377-3529  
Fax: 208/334-2228

For further assistance in matters relating to dispute resolution, you may contact:

——— ~~DisAbility Rights Idaho (formerly Comprehensive Advocacy, Inc. (Co-Ad))~~  
——— ~~4477 Emerald Street, Suite B-100~~  
——— ~~Boise, ID 83706~~  
——— ~~V/TT: 208/336-5353~~  
——— ~~V/TT: 800/632-5125~~

**DisAbility Rights Idaho**

**Boise Office:**

4477 Emerald Street, Suite B-100

Boise, ID 83706-2066

208-336-5353

208-336-5396 (fax)

800-632-5125 (toll-free)

**Pocatello Office:**

1246 Yellowstone Avenue, Suite A-3

Pocatello, ID 83201-4374

208-232-0922

208-232-0938 (fax)

866-309-1589 (toll-free)

Web: [disabilityrightsidaho.org](http://disabilityrightsidaho.org)

**Idaho Parents Unlimited, Inc. (IPUL)**

500 South 8<sup>th</sup> Street

1878 W Overland

Boise, ID 837052

800/242-IPUL (4785)

V/TT: 208/342-5884

Web: [ipulidaho.org](http://ipulidaho.org)

### Section 1. ~~IEP~~ Facilitation

~~A request for IEP facilitation may be made by the parent and/or adult student parent/adult student or by a district representative, such as a director of special education. Requests may be made in writing or by phone to the SDE Dispute Resolution Coordinator as directed in the introduction to this chapter.~~

#### A. Definition of Facilitation

~~IEP facilitation~~ Facilitation is a voluntary process during which an SDE-contracted individual or individuals is appointed to facilitate an IEP team meeting or other IDEA-related meeting. The role of the facilitator is to help team members communicate more effectively and efficiently. ~~IEP facilitation~~ Facilitation supports early dispute resolution, by providing assistance to the IEP team before a potential conflict develops into a more serious formal dispute. An SDE facilitator is trained to help teams focus on key issues and move toward productive outcomes. Because the ~~The~~ facilitator is an impartial third party, not a member of the IEP team, and has no stake in decisions made by the team, he or she can act as a neutral and impartial third-party providing balance and an outsider's perspective on the IEP process and ensuring parties are heard and understood by the rest of the team. Note: a facilitator will not be responsible for creating or documenting agreements made by the team.

~~All IEP facilitators have received specialized training provided by the SDE. Facilitators are selected on a rotational, and/or geographical, basis.~~

~~The SDE provides IEP facilitation at no charge to the district or the parent and/or adult student.~~

#### B. ~~IEP~~ Facilitation Requests

~~A request for IEP facilitation may be made by either a parent and/or adult student parent/adult student or a designated district representative, such as a special education the director of special education, who has the authority to allocate resources and has knowledge of special education. A request for IEP facilitation~~ Facilitation: may be requested for any IDEA-related meeting including: eligibility meetings; initial, annual or amended IEP team meetings; due process hearing meetings such as resolution sessions or settlement meetings; as well as manifestation determination meetings, eligibility, and evaluation meetings.

- ~~1. may concern an initial, annual, or amended IEP; that may be considered too difficult to manage; and~~
- ~~2.~~

~~Requests for facilitation should be made at least two weeks in advance to the meeting. Upon the request The SDE will consider IEP facilitation requests on a case-by-case basis. As part of this consideration, for facilitation, the SDE Dispute Resolution Coordinator Office of Dispute Resolution will immediately contact the other party for approval to determine whether that party is willing to participate;. As facilitation is voluntary, both parties shall must agree to IEP~~

facilitation for the process to go forward. The SDE will contact both the parent/adult student and the district representative notifying each who the facilitator will be. The facilitator will contact the parties to conduct pre-facilitation interviews to build an agenda for the facilitation. Generally meetings are scheduled by the district who is responsible for sending out the *Invitation to Meeting*.

### **C. Facilitator Role**

The role of the facilitator is to lead the meeting and guide parties through the process. The facilitator may work with parties in establishing the agenda and determining issues important for parties to cover in the meeting. Facilitators may ask pertinent questions of parties providing occasional clarification or perspective, and work to ensure that participants are able to participate in a productive and balanced meeting. Facilitators are not to make decisions for the teams, serve as definitive experts on IEP processes or matters of law, record minutes for meetings, or finalize documents, although they may facilitate the crafting of language parties will include in a student's IEP.

### **D. SDE Facilitators**

SDE facilitators are trained in effective conflict resolution processes, communication, negotiation, problem-solving skills, and in laws and regulations relating to the provision of special education and related services. While a facilitator in this context will not offer advice on a particular course of action, he or she is required to help parties explore the soundness of any assumptions or agreements. The SDE may appoint one or two individuals to serve as facilitators of an informal conflict resolution meeting.

1. In all cases a facilitator shall not:
  - a. be an employee of the district involved in the dispute;
  - b. have children enrolled in the district involved in the dispute;
  - c. have a personal or professional interest that may affect the ability to remain impartial or neutral; or
  - d. be used if either party rejects the facilitator(s) based on a perceived inability to be neutral or impartial;

### **D. Facilitation Timelines**

The SDE will appoint a facilitator within five (5) business days of an acceptance of a request. Every effort will be made to complete the process within twenty-one (21) calendar days.



**Section 2. ~~Mediation~~ Informal Conflict Resolution**

**A. Definition of Informal Conflict Resolution**

The SDE provides informal conflict resolution processes in an effort to improve relationships between parties and foster healthy communication. This informal conflict resolution may include topics outside of those set forth as appropriate for IDEA mediation, extending beyond the identification, evaluation, educational placement or the provision of FAPE. As with mediation, the process of informal conflict resolution is confidential and voluntary, and the third-party is a SDE trained neutral and impartial third-party. Informal conflict resolution may be appropriate when parties face difficulties communicating productively or need to reach understanding on differing perspectives. Any agreements reached between parties are self-enforced.

**B. Informal Conflict Resolution Requests**

A request for informal conflict resolution may be made in person, writing or via telephone by either a parent/adult student or a district representative. The SDE will screen requests to determine the appropriateness of the process for each individual case. Informal conflict resolution can be scheduled prior to, or concurrent with, a request for a due process hearing or investigation of a state complaint involving an individual student, however cannot be used to delay the state complaint process or a due process hearing timelines. As a matter of course, the SDE offers mediation when a state complaint involves an individual student or a request for a due process hearing has been filed.

Upon request for informal conflict resolution, the SDE Office of Dispute Resolution or the assigned SDE contractor will contact all parties to schedule the meeting. Because informal conflict resolution is voluntary, both parties must verbally state to the SDE their agreement to participate for the process to go forward. Informal conflict resolution can be conducted by SDE contractors or SDE staff as assigned by the Dispute Resolution Coordinator. The SDE provides informal conflict resolution at no charge to the district or to the parent/adult student.

**C. Informal Conflict Resolution Procedures**

1. No video or audio recording of the meeting proceedings will be made.
2. Because informal conflict resolution is a non-adversarial process that offers the parties the opportunity to communicate directly with each other, legal representation during the meeting is not allowed.
3. The SDE will not retain any documentation or informal agreements created by the parties. No other records of the content of the meeting will be kept by the SDE.
4. Either party has the option to end the informal conflict resolution meeting at any time.

#### **D. Informal Conflict Resolution Timelines**

The SDE will appoint a facilitator within five (5) business days of an acceptance of a request. The meeting will be held in a location convenient to the parties involved, and every effort will be made to complete the process within twenty-one (21) calendar days.

#### **E. Confidentiality**

Discussions that occur during the informal conflict resolution process are confidential and cannot be used as evidence in any subsequent due process hearing or civil proceeding in any states or federal court. The facilitator may require a confidentiality agreement be signed by participants.

#### **F. Nature of Agreements**

An agreement reached by the parties through informal conflict resolution, whether memorized in writing or agreed to verbally, are self-enforced and not enforceable by the SDE.

### **Section 3. Mediation**

~~The SDE has developed a mediation system to help resolve disagreements between a districts and parents and/or adult students regarding the identification, evaluation, educational placement, and the provision of a free appropriate public education (FAPE). A request for mediation may be made by either the parent and/or adult student or the district at any time point without the necessity to request a due process hearing. Requests may be made in writing or by phone to the SDE Dispute Resolution Coordinator as directed in the introduction to this chapter.~~

~~The ultimate goal of mediation is to obtain a written agreement that is acceptable to both parties. Mediation agreements are legally binding. Even if a written agreement is not achieved, mediation may be helpful in clarifying issues.~~

#### **A. Definition of Mediation**

~~Mediation is a structured, confidential and voluntary process in which where an SDE trained neutral and an impartial third-party provides a structure for (a mediator) assists parents and/or adult students parents/adult students and district personnel to identify points of agreement and work to resolve points of disagreement concerning the identification, evaluation, educational placement, or provision of FAPE resolve disputes. Mediation aims to builds positive working relationships, encourages mutual understanding, and helps the parties focus on their common interest—the student. The district will not use the term “mediation” to refer to any district level process for resolving disputes.~~

While discussions in mediation are confidential and parties are asked to sign a confidentiality agreement, written agreements produced in mediation are legally-binding and enforceable in

state or federal court. With the agreement of all parties in the mediation, an IEP may be amended as part of a written agreement.

Mediation may be appropriate when parties are in disagreement and seem unable to move forward without outside assistance, or they, after making a good-faith effort, face an impasse in an attempt to resolve the disagreement. Mediation can be scheduled prior to, or concurrent with, a request for a due process hearing or investigation of a state complaint.

**~~The Special Education Mediation Process Is:~~**

~~**Voluntary** for parent and or adult student and school personnel;~~

~~**Offered** when disputes arise, including, but not limited to, formal complaints and due process hearing requests;~~

~~**Confidential**, thus encouraging all participants to speak freely;~~

~~A **No-Cost Service** to parents and or adult students and schools provided by the SDE; and~~

~~An **Alternative** that does not delay the status of a due process hearing or formal complaint.~~

**B. Mediation Policies Requests**

~~Mediation offered by the SDE is voluntary, confidential, and at no cost to the parent and/or adult student parent/adult student or district.~~

- ~~1. Both the district and the parent and/or adult student parent/adult student may request mediation at any time.~~
- ~~2. The SDE has the discretion to suggest mediation to either party at any time it deems appropriate, but is required to make mediation available to the parties after a formal complaint or a request for a due process hearing has been filed.~~

~~Following a request for mediation, the SDE will contact the other party and ask whether they are willing to participate in mediation. Mediation may not be used to deny or delay the right to a due process hearing or any other rights afforded to students and parents.~~

A request for mediation may be made in person, writing or via telephone by either a parent/adult student or a district representative at any point in a dispute, including after a complaint involving an individual student or due process hearing request has been filed. The SDE will screen all mediation requests to determine the appropriateness of the process for each individual case. The SDE may offer mediation when a state complaint involving an individual student or a request for

a due process hearing has been filed. Mediation cannot be used to delay the state complaint process or a due process hearing timelines.

Upon request for mediation, the SDE Dispute Resolution office will contact all parties to schedule the mediation. Because mediation is voluntary, both parties must verbally state to the SDE their agreement to mediate for the process to go forward. Mediators are selected by SDE from a list trained professionals. The SDE provides mediation at no charge to the district or to the parent/adult student.

**C. ~~Mediation System~~ Mediation Procedures**

1. The mediation will be conducted in compliance with the IDEA.
2. No video or audio recording of the mediation proceedings will be made.
3. Each party is limited to no more than three participants ~~and shall designate a person who has~~ have the authority to make final resolution decisions. The mediator may increase this number at his or her discretion and with agreement of all parties.
4. The district shall have at least one representative present who has the authority to commit resources.
5. Because mediation is a non-adversarial process that offers the parties the opportunity to communicate directly with each other, legal representation during a mediation session is ~~strongly~~ discouraged.
6. ~~Except for the signed agreement and confidentiality pledge, all notes or records taken during the proceedings will be collected and destroyed by the mediator at the conclusion of the mediation session. The SDE will retain copies of the signed agreement, if an agreement is reached, and the confidentiality agreement. No other records of the mediation will be kept by the SDE. (See the *Confidentiality Agreement* form in the Documents section of this chapter).~~
7. The mediator will provide signed copies of the agreement, if an agreement is reached, to each party and the SDE. (See the *Mediation Agreement* form in the Documents section of this chapter).
8. ~~The mediator will be excluded from subsequent actions—complaint investigations, due process hearings, and legal proceedings. The mediator, afforded mediator privilege under Idaho law, will be excluded from participation in subsequent actions specific to the case mediated including complaint investigations, due process hearings, and legal proceedings. The mediator may mediate again for the parties if assigned by the SDE or if the mediated agreement calls for the mediator’s potential future participation with the parties.~~

9. A due process hearing requested prior to mediation may be canceled by the requesting party as a result of the mediation agreement. The requesting party will immediately provide the hearing officer with documentation of the voluntary withdrawal of the due process hearing request. The mediator will immediately inform the SDE of the decision to withdraw the due process hearing request.
10. If for any reason the mediation does not end in a written agreement fails, the mediator will provide each party and the SDE with a statement certifying that the mediation occurred but no agreement was reached was unsuccessful.
11. Either party has the option to make another request for end the mediation at any time.

#### **D. SDE Contracted Mediators**

~~Idaho SDE contracted mediators are impartial and trained in effective mediation conflict resolution processes, communication, negotiation, problem-solving skills, and in laws and regulations relating to the provision of special education and related services. A mediator assists the parent and/or adult student and the district in resolving disputes. The SDE will select the mediator on a random, rotational, or other impartial basis from a list of highly qualified mediators. At times, the SDE may appoint two individuals to serve as co-mediators. While a mediator will not offer advice on a particular course of action, a mediator is required to help parties explore the soundness of any agreement. Mediators are assigned on a rotational basis with consideration for geographical location.~~

1. In all cases a mediator shall not:
  - a. be an employee of the SDE or district involved in the dispute;
  - b. have children enrolled in the district involved in the dispute; ~~or~~
  - c. have a personal or professional interest that ~~conflicts with~~ may affect the ability to remain impartial or neutral; or the person's mediator's objectivity.
  - d. be used if either party rejects the mediator based on a perceived inability to be neutral or impartial.
2. Additionally, if the parties have agreed to mediation following a due process hearing request: ~~a. co-mediators may not be used; and~~
  - b. ~~the mediator may not be an employee of any district or state agency providing services that are publicly funded under the IDEA 2004, Part B.~~

#### **E. Mediator Role**

~~3.~~The mediator has the responsibility to contact the parties to explain the mediation process, identify issues, and help the parties establish a date, time, and place to hold the mediation. The

mediator also: ~~a. Establishes~~ establishes the ground rules for all parties to follow; ~~b. Guides~~ guides the process; ~~c. Encourages~~ encourages open and honest communication; ~~d. Ensures~~ ensures that each party is heard; ~~e. Rephrases~~ rephrases information and summarizes issues; and; ~~f. Facilitates~~ facilitates the writing of the agreement.

~~E~~

#### **F. Mediation Timelines**

The SDE will appoint a mediator within three (3) business days of all parties agreeing to mediate a request for mediation. The mediation will be held in a location convenient to the parties involved, and every effort will be made to complete the process within twenty-one (21) calendar days.

~~F~~

#### **G. Confidentiality**

Discussions that occur during the SDE mediation process are confidential and cannot be used as evidence in any subsequent due process hearing or civil proceeding. ~~The parties~~ Parties in the SDE mediation process will be afforded the opportunity to review the confidentiality agreement and will be required to sign it a confidentiality pledge before mediation begins. (See the *Mediation Confidentiality Agreement* in the Documents section of this chapter).

~~G~~

#### **H. Mediation Agreement**

An agreement reached by the parties through ~~SDE~~ mediation shall be set forth in writing and is enforceable in ~~s~~ State and ~~f~~ Federal courts.

### **Section 3-4. Formal Complaints State Complaints**

#### **A. Filing Complaints Definition of State Complaint**

~~A formal complaint~~ State complaints may can be filed with the SDE by any individual or organization from Idaho or another state who believes alleging any violation the district or other education agency has violated a requirement of Part B of the IDEA Individuals with Disabilities Education Improvement Act, Part B of 2004 (IDEA 2004), including the an alleged failure to comply with a previous due process hearing decision rendered. State complaint procedures are outlined in IDEA regulations requiring, in part, a complaint must allege a violation that occurred no more than one year (365 days) prior to the date the complaint has been received. (See IDEA regulations 34 CFR§300.150 through 300.153). The SDE will accept a complaint received by mail, fax, or hand delivery. A complaint filed by email will not be accepted. Contact information is listed in the introductory paragraph to this chapter.

~~See the document section at the end of this chapter for “Procedures for Resolving Complaints.”~~ The filing party must provide a written complaint that includes the name and contact information of the complainant, the alleged violations, name, address, and attending school of child (if

applicable), description and facts of the alleged problem to the extent known and available to the complainant at the time, and a proposed resolution. The party filing the complaint must forward a copy of the complaint to the district at the same time the party files the complaint with the SDE. The SDE has sixty (60) days to resolve the complaint via mediation or investigation and issue a final decision.

The SDE determines whether the complainant's submission meets the IDEA requirements for a complaint. If not, the SDE will notify the complainant in writing. The SDE will determine if an onsite investigation is necessary and will assign a complaint investigator to engage in neutral fact-finding if the complaint is accepted. A written decision will be provided to the complainant and the district addressing each allegation, findings of fact, conclusions, and any corrective actions ordered by the SDE.

### **B. ~~SDE Complaint Procedures~~ Filing a State Complaint**

The SDE will accept a state complaint received by mail, fax, hand delivery, or scanned and attached to an email with the complainant's signature included. The SDE will provide reasonable accommodations to individuals who need assistance in filing complaints. A state complaint filed by a parent/adult student or public agency must be signed and must include all of the information indicated on the *Form for Filing a State Complaint* (located in the Document section of this chapter and on the SDE website).

~~A formal complaint can be made by any person or organization. The complaint shall be in writing and include the following information:~~

- ~~1. current date;~~
- ~~2. the name, address, and telephone number of the person making the complaint (or available contact information);~~
- ~~3. the signature of the person making the complaint;~~
- ~~4. if alleging violations regarding a specific student, the name and address of the student involved (or available contact information in the case of a homeless student or family);~~
- ~~5. the school and district or other education agency that is the subject of the complaint;~~
- ~~6. one or more statements (allegations) that the district has violated one or more requirements of Part B of the IDEA 2004;~~
- ~~7. the facts and/or a description of the events that support each allegation; and~~
- ~~8. the proposed resolution of the problem or the relief sought.~~

The ~~complaint shall allege a violation that occurred not more than one year prior (365 days) to the date that the complaint is received. The SDE has a form available that may be used (see the Documents section of this chapter)~~

### C. Methods of Resolving State Complaints

The SDE will ~~offer~~ make every effort to resolve complaints in the least adversarial manner possible. Mediation in a case regarding an individual student will be offered to the disputing parties. If mediation is not accepted by the parties or fails to resolve the allegation(s) that gave rise to the complaint, then resolution of a ~~formal~~ state complaint may be achieved through one or more of the following ~~four~~ processes:

1. **Verification of resolution:** Upon receipt of the initial complaint from the SDE outlining the allegations, the district may submit information to the SDE to document that one or more of the allegations of the complaint have been resolved. The SDE may also receive similar information from other sources.
2. **Corrective action plan (CAP):** The district may propose a CAP to address the allegations in the complaint. The SDE may accept, reject, or negotiate the proposed CAP, or require other corrective actions or timelines to ensure the district will achieve compliance for each allegation stated in the complaint. If this process is not successful, the SDE will conduct a full an investigation on unresolved allegations.
3. **Early complaint resolution (ECR):** ~~The SDE or complaint investigator may propose the use of ECR to resolve the complaint. This approach, which shall be mutually agreed upon, provides the complainant and the district an opportunity to immediately resolve the issues prompting the complaint, even though the parties may not agree on particular allegations. The SDE Dispute Resolution Coordinator or an SDE-contracted complaint investigator will facilitate a resolution through the development of a written agreement to be signed by both parties. If this process is not successful the SDE will conduct an a full investigation on unresolved allegations.~~
4. **Full investigation-Investigation:** ~~If necessary, the~~ The SDE will appoint a complaint investigator to investigate the complaint by the case who will conducting a fact finding investigation which may include interviews and reviews reviewing of files, correspondence, and other information. An onsite investigation may occur as part of the investigation if necessary. The complaint investigator will submit SDE will write his or her a Final Report, including Findings of Fact, Conclusions, and, in coordination with SDE, identify appropriate Corrective Actions-corrective actions, if required.

### D. State Complaint Procedures

Upon receipt of a written state complaint, the SDE will ensure ~~do~~ the following procedures are followed.



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1. Verify proper filing procedures were followed and determine if the complaint meets established criteria, including sufficient allegations of IDEA violation and facts within five (5) business days. The complainant will be notified if a submission is insufficient to process as an state complaint. The complainant will be afforded the opportunity to submit additional information about the allegations. whereas upon receipt would restart the timelines for completion Determine whether the complaint meets all of the required criteria. The SDE will notify the complainant if his or her a submission is insufficient as listed in with respect to Section A, above.
  
2. The district will be notified (specifically the superintendent, the special education director, and the school board chair), that the complaint has been received and what, if any, allegations have been accepted for investigation within ten (10) business days of the SDE receiving the complaint. The school district is given an opportunity to respond to the complaint and may initiate within fourteen (14) day of receipt of the complaint a corrective action proposal (CAP) to resolve all or some of the allegations in the complaint, subject to SDE approval. At the complaint investigator's discretion, the timeline for a CAP may be extended, or the complaint investigation may progress until a CAP has been accepted by the SDE. The complaint investigator is responsible for managing the timelines of the investigation and may submit a final report at any point within the 60-day timeline. Notify the district that a complaint has been received, and offer both parties SDE mediation. Parents and/or adult students shall receive a copy of the Procedural Rights statement.
  
3. Mediation can be requested by either party at any time and must be offered for complaints regarding an individual student. While parties are generally encouraged to resolve complaints collaboratively, choosing not to participate in mediation will not be considered relevant in an investigation. If parties opt for mediation, it will not delay the timelines required for resolving a complaint unless all parties agree.
  
4. Provide the parent/adult student a copy of the Procedural Safeguards Notice.
  
5. ~~4. Give the complainant the~~ Complainants will be given an opportunity to provide additional information about the allegations, either orally or in writing.

All or any part of the written complaint will be set aside by the hearing officer if the allegation is being addressed in a pending due process hearing or a hearing decision which has already been rendered until the conclusion of the hearing. Any issue not a part of a due process action will be resolved following the SDE state complaint procedures and timelines. ~~3. Set aside all or any part of the written complaint that is being addressed in a due process hearing until the conclusion of the hearing. Any issue that is not a part of the due process action will be resolved using the SDE complaint procedures and timelines. If hearing officer's decisions are not adequately addressed by the district, the SDE will investigate.~~

6. The SDE shall investigate a complaint alleging that a final hearing officer decision is not being implemented by a public agency.
7. A final report will be issued to the district superintendent, board chairperson, special education director, and complainant, that shall include but is not limited to the findings of fact, conclusions, and corrective action(s) for each allegation within sixty (60) calendar days of receipt of sufficient complaint (see D.1). This time period may be extended, but only under exceptional circumstances, which shall be documented by the SDE, or complainant and public agency agree to extend the time to engage in mediation or other alternative dispute resolution procedures. ~~5. Resolve the complaint and issue a Final Report that includes the findings of fact, conclusions, and resolution, for each allegation within 60 calendar days of receipt of the complaint. This time period may be extended, but only under exceptional circumstances, which shall be documented by the SDE. The resolution will state:~~
8. If a violation of the IDEA is verified by the complaint investigator, the report shall include corrective actions addressing, as appropriate:
  - a. how to remedy any denial of services, which may include the award of compensatory services, monetary reimbursement or other corrective action as appropriate to the needs of the student; and
  - b. the future provision of services to be considered by an IEP team for the student with a disability, if such clarification is needed when appropriate; and
  - c. the provisions of technical assistance, if needed.
9. The SDE will ensure the district takes corrective action if it is determined that the district was out of compliance through technical assistance activities, negotiations, and/or corrective actions no later than one year after the identification of non-compliance. The final report cannot amend a student's IEP. ~~6. Ensure the district takes corrective action if it is determined that the district was out of compliance.~~
10. The SDE ensures noncompliance has been corrected and verifies through review of documentation or interviews, or both, the corrective actions were implemented no later than one year (365 days) after the determination of noncompliance. If necessary, the SDE must use appropriate enforcement mechanisms such as the provision of technical assistance, conditions on funding, a corrective action, an improvement plan, and/or withholding funds, in whole or in part.

### Section 4 ~~5~~. Due Process Hearings

#### A. Definition

~~A due process hearing request involves an allegation or a series of allegations filed with the SDE for a due process hearing may be made by either a parent and/or adult student parent/adult student or the district on issues relating to the identification, evaluation, educational placement, and the provision of FAPE. A parent and/or adult student or district may file a request for hearing with the SDE and the non-requesting party. The request shall be mailed, faxed, or hand delivered. When the request is filed with the district, the parent and/or adult student shall send copies to the Dispute Resolution Coordinator at the SDE.~~

~~All applicable timelines for due process hearing and resolution sessions will start when the request has been filed with the other party and the SDE. The due process hearing is overseen by an SDE appointed hearing officer. At the due process hearing, the parent/adult student present evidence, cross examine witnesses, and present their case to an impartial hearing officer. The hearing officer renders a decision on the merits of the issues relating to the due process hearing.~~

~~The due process hearing request must allege a violation that occurred not more than two (2) years before the date the parent/adult student or public agency knew or should have known about the alleged action that forms the basis of the due process hearing request, subject to the exceptions described later in this section. The SDE offers mediation in an effort to resolve issues and parties may request mediation at any time. If mediation is rejected by either party, the due process hearing timelines will be in effect.~~

### **B. Due Process Hearings and Expedited Due Process Hearings ~~Due Process Hearing Request from Parent and/or Adult Student~~**

Idaho's due process system has two settings for due process types of hearings, a regular due process hearing and an expedited due process hearing:

1. A regular due process hearing is an administrative hearing to resolve disputes on any matter related to the identification, evaluation, educational placement, and the provision of FAPE.
2. An expedited due process hearing is as an administrative hearing to resolve disputes concerning discipline and/or placement related to discipline occurring within 20 school days of the request, with a decision rendered within 10 school days of the hearing.

### **C. Filing a Due Process Hearing**

Due process hearing requests must include a complete and signed copy of the *Due Process Hearing Request Form* (located in the Documents section at the end of this chapter) or a signed document providing, in the same order, all of the general information, issue(s), and resolution(s) information required in the *Due Process Hearing Request Form*. The SDE will provide reasonable accommodations to individuals who need assistance in filing a written request.

A parent/adult student or public agency (or their attorney authorized to practice law in the state of Idaho) filing a due process hearing request must provide the due process hearing complaint to the other party and to the SDE Office of Dispute Resolution. The request shall be mailed, faxed, hand delivered, or scanned and attached to an email with a signature of the filing party. All applicable timelines will start when the request has been received by the non-requesting party.

1. Due Process Hearing Request from Parent/Adult Student: A due process hearing may be requested on behalf of a student by a parent, adult student or by an attorney, properly licensed in Idaho, representing the student.

1.

- a. A due process hearing shall be initiated within two (2) years of the date the ~~parent and/or adult student~~ parent/adult student knew or should have known of the issues giving rise to the allegation(s). The two-year timeline will not apply if the ~~parent and/or adult student~~ parent/adult student was prevented from requesting a hearing due to specific misrepresentations or the withholding of information by the public agency required to be provided by the IDEA.

2.

- b. A due process hearing can be initiated regarding issues pertaining to identification, evaluation, educational placement, or the provision of FAPE if:  
~~a- the district proposes to initiate or change any of these matters; or if b- the district refuses the parent's and/or adult student's~~ parent's/adult student's request to initiate or change any of these matters.

~~See the Documents Section of this chapter for a Due Process Hearing Request form. The parent and/or adult student, or his or her attorney filing a due process hearing request shall forward a copy to the SDE and the district. The SDE will provide reasonable accommodations to individuals who need assistance in filing a written request.~~

### **C. ~~Due Process Hearing Request by a District~~**

2. Due Process Hearing Request by a District: If the district initiates a hearing request the district must inform the parent/adult student and the SDE. A district may initiate a due process hearing within two years of the dispute in an attempt to accomplish one or more of the following:

1.

- a. override a parent's/adult student's refusal of consent for an initial evaluation or re-evaluation, or release of information;

2.

- b. override a parent's/adult student's written objection to an IEP program change, an educational placement change, or disciplinary actions when there is an imminent threat to safety;

3.

4. c. ask a hearing officer to place a student in an Interim Alternate Education Setting (IAES) when there is substantial evidence that maintaining the current educational placement is likely to result in injury to the student or others; or
- d. request that a hearing officer determine whether an evaluation conducted by the district was appropriate or whether an evaluation obtained by a ~~parent and/or adult student~~ parent/adult student meets the criteria for a publicly funded Independent Educational Evaluation (IEE); or
- e. if a parent/adult student disagrees with an IEP or placement change by the district, the parent/adult student may file a written objection to the IEP or to all or parts of the proposed change in writing within ten (10) calendar days of receiving written notice of the proposed change, the proposed change cannot be implemented. If resolution through additional IEP meetings or mediation fails, the district may request a due process hearing to obtain a hearing officer's decision regarding the proposed change. The written objection cannot be used to prevent the public agency from placing a student in an Interim Alternative Educational Setting (IAES) in accordance with the IDEA.
- f. A district may request a hearing to determine if a proposed IEP is appropriate even in the parent/adult student has not filed a formal objection.

~~If the district initiates a hearing, the district will inform the parent and/or adult student parent/adult student and the SDE.~~

#### **D. Hearing Officer Appointment**

1. The SDE must appoint a hearing officer within ten (10) calendar days of receiving the due process hearing request or within five (5) business days of an expedited hearing. Hearing officers are selected by SDE from a list of specially trained and impartial professionals. A list of qualifications for each hearing officer is kept by the SDE.
2. ~~A Hearing Officer is Assigned~~
  - a. ~~Within 10 calendar days of a request for a hearing, an impartial hearing officer will be assigned by the SDE. The SDE maintains a list of trained hearing officers, along with their qualifications, and assignments are made on a rotational basis.~~
  - b.
    2. The hearing officer must ~~may~~ not be a member of the district school board, ~~be~~ an employee of the school district, or an employee of the SDE.
    3. The hearing officer must not have ~~an individual having any~~ a personal or professional interest that ~~would conflict~~s with ~~his or her~~ the objectivity ~~in the~~ required of a hearing officer, ~~or a member of the board of trustees of the district.~~
    4. The hearing officer must be specially trained in conducting due process hearings, possess knowledge and understanding of the provisions of Idaho law, the IDEA, and

judicial interpretations, and ability to conduct hearing and render and write decisions with appropriate, standard legal practice.

- ~~5. e.~~ The district is responsible for fees and will pay for all actual expenses incurred by the hearing officer and for the cost of a court reporter in establishing a verbatim record transcript of the hearing at state reimbursement rates. The hearing officer will be compensated at rates set by the SDE.

#### **~~D. Contents of a Request for a Due Process Hearing~~**

~~A request for a due process hearing shall be made in writing and shall include the following information:~~

- ~~1. the current date;~~
- ~~2. the student's name, address (or available contact information in the case of a homeless student), and school district;~~
- ~~3. the signature of the individual make the request for a due process hearing;~~
- ~~4. a description of the nature of the problem, including supporting facts; and~~
- ~~5. a proposed resolution of the problem or the relief sought.~~

#### **~~E. Actions for Due Process Hearings Policies~~**

- ~~1. A Due Process Request is Filed~~
  - ~~a. A request may be filed by either party.~~

After a due process request is filed by the parent/adult student or the district, the following procedures will be followed.

1. The SDE offers mediation as a voluntary option to both parties. Parties may request mediation at any time. Choosing mediation shall not alter or delay the timeline of the due process hearing.
  2. The receiving party may challenge the sufficiency of the due process hearing request within fifteen (15) days of the receipt of the hearing request by filing a written sufficiency objection with the hearing officer. Challenges to the sufficiency of the due process hearing complaint must be in writing and provided to all parties. The hearing officer shall render a decision regarding the sufficiency of the allegation(s) within five (5) calendar days and immediately notify the parties of the decision in writing.
- ~~b. Either party may challenge the sufficiency of the due process hearing request within 15 days of the receipt of the hearing request. The hearing officer shall render a decision regarding the sufficiency within five calendar days and immediately notify the parties of the decision in writing.~~

- a. If the complaint is found not to be sufficient, the party may amend its due process complaint if the other party consents in writing to the amendment and has the opportunity to resolve the complaint through a resolution meeting, or the hearing officer grants permission to amend no later than five (5) days before the due process hearing begins.
    - b. Timelines for amended due process hearings begin again on the filing date of the amended request.
  3. If the district has not previously sent written notice (as outlined in IDEA) regarding the subject matter in the ~~parent's and/or adult student's~~ parent's/adult student's complaint, the district ~~will~~ must, within ten (10) calendar days of receiving the ~~request~~ complaint, send a the response to the parent and/or adult student ~~parent/adult student~~ a letter ~~response that includes all the components of written notice~~ explaining the reasons behind their actions, options considered, evaluations conducted, and other factors relevant to the district's response, in accordance with IDEA prior written notice requirements.
    - ~~c. The district superintendent has the responsibility for informing the district's board of trustees of any request for a hearing.~~
    - d.
  4. The district shall inform a parent and/or adult student ~~parent/adult student~~ of any free or low-cost legal or other relevant services available to him or her and provide a copy ~~of~~ of the Procedural Safeguards if a due process hearing is requested or if the ~~parent and/or adult student~~ parent/adult student requests such information.
3. ~~SDE Mediation is Offered~~
- ~~The SDE is required to offer mediation as an alternative dispute resolution mechanism to the involved parties.~~
4. ~~Response to a Due Process Request~~
- a. ~~The other party shall file a response with 10 calendar days addressing the issues raised.~~
- ~~Either party may amend the request, upon obtaining written consent from the other party or as granted by the hearing officer, at least 5 calendar days prior to the hearing. If the request is amended, timelines for resolution and resolving the issues begin again as of the date of the amended request.~~
5. Within fifteen (15) days of receiving the parent's/adult student's due process hearing request, the district convenes a pre-hearing resolution session, unless both parties

agree in writing to waive the resolution meeting, both parties agree to go to mediation, or the district initiates the hearing.

~~5. Pre-hearing Resolution Session~~

~~a. A resolution session will be held within 15 calendar days of a request for a due process hearing unless:~~

~~(1) Both parties agree in writing to waive the resolution meeting.~~

~~(2) Both parties agree to go to mediation.~~

~~(3) The district initiates the hearing. The IDEA 2004 requires the resolution session only if the parent parent/adult student has requested the due process hearing.~~

~~b.~~

~~a. A “resolution team” resolution meeting includes the parent and/or adult student parent/adult student, a representative of the district who has decision-making authority, and relevant members of the IEP team who have specific knowledge of the facts identified in the request for a due process hearing as determined by the parties.~~

~~b. The district’s attorney shall not attend the resolution session unless the parent/adult student will be accompanied by an attorney.~~

~~c. The SDE will provide a SDE contractor specially trained in facilitating a resolution session or a SDE mediator, if requested. Either process requires approval by both parties. Note: SDE Facilitation may be requested with the approval of both parties.~~

~~d. e. The purpose of the meeting is for the parent and/or adult student parent/adult student to discuss the due process hearing request, and the facts that form the basis of the request, so that the district has the opportunity to resolve the dispute.~~

~~d.~~

1) If a resolution is reached regarding the issues raised in the request for a due process hearing, the district representative and parent and/or adult student parent/adult student will sign settlement agreement, a legally binding document enforceable in State and Federal court. The parties will immediately forward to the hearing officer signed documentation of the voluntary withdrawal of the due process hearing complaint by the requesting party.

2) Either party may void this agreement within three (3) business days of signing the agreement.



- e. A due process hearing will be scheduled if no resolution is reached within thirty (30) calendar days of receiving the request for a due process hearing.
  - f. If the district is unable to obtain the participation of the ~~parent and/or adult student~~ parent/adult student after reasonable efforts have been made and documented, at the conclusion of the thirty (30) calendar day period, the district may request that the hearing officer dismiss the ~~parents~~ parent's/adult student's due process hearing request.
  - g. A ~~parent and/or adult student~~ parent/adult student may request an immediate due process hearing from the hearing officer if the district has not scheduled or participated in a resolution session within fifteen (15) days of the request.
  - h. The district must report to the SDE and to the hearing officer when the resolution meeting is to be held, or documentation indicating it was waived by both parties, or documentation of attempts to reach the other party, within fifteen (15) days of SDE receiving the due process hearing request.
6. The forty-five (45) day timeline for the due process hearing request starts the day after one of the following events:
- a. both parties agree in writing to waive the resolution meeting;
  - b. after either the mediation or resolution meeting starts but before the end of the thirty (30) day period, the parties agree in writing that no agreement is possible;
  - c. both parties agree in writing to continue the mediation at the end of the thirty (30) day resolution period, but later, the ~~parent and/or adult student~~ parent/adult student or public agency withdraws from the mediation process;  
or
  - d. the district files a hearing request.

All of the above events must be documented, with dates of determination, and provided to the SDE and assigned hearing officer immediately.

## **F. The Due Process Hearing**

### **1. Hearing Preparation**

- a. A ~~parent and/or adult student~~ parent/adult student will be allowed to inspect and review reports, files, and records pertaining to the student ~~not less than 5~~

~~business days~~ prior to a resolution session or due process hearing. A district may charge a fee for copies of records if the fee does not effectively prevent a ~~parent and/or adult student~~ parent/adult student from exercising his or her right to inspect and review those records. The district may not charge a fee to search for or retrieve records.

- b. Not less than five (5) business days prior to a due process hearing, each party will disclose to all other parties: ~~1. E~~valuations completed by that date; and ~~2. R~~ecommendations based on those evaluations intended to be used at the hearings; 3. Copies of exhibits which will to be introduced; and a list of witnesses each party intends to call at the hearing.
- c. The hearing officer will provide notification as to the time and place of the due process hearing to the ~~parent and/or adult student~~ parent/adult student, district officials, and the SDE. The hearing shall be conducted at a time and place reasonably convenient to the ~~parent and/or adult student~~ parent/adult student.
- d. Parties shall cooperate with the hearing officer in any business or communication and the planning for a location, date and time for the hearing.

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## 2. The Due Process Hearing

- a. The hearing officer will preside over and conduct the proceedings in a fair and impartial manner, permitting all parties an opportunity to present their information and opinions ~~pursuant to the Idaho Administrative Procedure Act (IDAPA) and the IDEA 2004 requirements.~~ Due process hearings shall be conducted pursuant to the *Idaho Rules of Administrative Procedure of the Attorney General* (IDAPA), IDEA requirements, and this Manual. In case of any conflict between IDAPA and the IDEA, the IDEA shall supersede. IDAPA rules shall supersede this Manual.
- b. A ~~parent and/or adult student~~ parent/adult student and district personnel may be accompanied and advised by legal counsel properly licensed in Idaho ~~and other persons with special knowledge or training about students with disabilities.~~
- c. A ~~parent and/or adult student~~ parent/adult student has the right to open the hearing to the public and to have the student who is the subject of the hearing present.
- d. ~~Only a parent and/or adult student, a district, and their respective attorneys~~ Each party has have the right to present evidence, to compel the attendance of witnesses and the production of documents, and to confront and cross examine witnesses.

- e. New issues (issues not in the original due process request) may not be raised at the hearing unless agreed to by the other party.
- f. Any party may prohibit the introduction of any evidence at the hearing that was disclosed less than five (5) business days before the hearing.
- g. During the hearing the district will provide reasonable accommodations as required by federal regulations. Disputes will be referred to the SDE for resolution.
- h. A record of the hearing will be made. The record will be a written verbatim transcript. The ~~parent and/or adult student~~ parent/adult student may choose an electronic verbatim record. The district will pay the transcript costs, and a copy of the transcript will remain with the SDE. The ~~parent and/or adult student~~ parent/adult student and district personnel have the right to obtain a copy of the record upon formal request.

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3. Decision of the Hearing Officer

- a. The decision of the hearing officer will be based solely on presentations made at the due process hearing.
- b. The decision made by the hearing officer will be made on substantive grounds based on a determination of whether a student received FAPE.
  - 1) In matters alleging a procedural violation, a hearing officer may find that a student did not receive FAPE only if there is evidence that the procedural inadequacies:
    - i. impeded the student's right to FAPE;
    - ii. significantly impeded a ~~parent's and/or adult student's~~ parent's/adult student's opportunity to participate in the decision-making process; or
    - iii. caused a deprivation of educational benefit.
  - 2) If a hearing officer finds that there is a procedural deficiency that did not deny FAPE, he or she may order the district to comply with the procedural requirements. A hearing officer may order a district to comply with procedural requirements, regardless of whether a district's failure in this area did or did not result in a denial of FAPE.

STATE DEPARTMENT OF EDUCATION  
JUNE 18, 2015

- c. The decision will include findings of fact and conclusions of law. In addition, the decision shall include an order of relief, if appropriate.
- d. ~~The hearing officer's written decision shall be available within 45 calendar days from the date of the request for a hearing. The 45 calendar day timeframe begins when the written request is actually received by the district or the SDE, whichever is earlier. The hearing officer's written decision shall be mailed within forty-five (45) calendar days from the date both parties agreed in writing to waive the resolution meeting, or both parties agreed to go to mediation, or the date the district initiated the hearing. The hearing officer may grant an extension of the forty-five (45) day period upon the request of a party. The hearing officer shall issue a written decision in response to each request.~~
- e. The findings of fact and decision shall be sent to the ~~parent and/or adult student~~ parent/adult student at no cost. Copies will also be mailed to the district superintendent, the SDE, and representatives of the district.
- f. ~~After deleting personally identifiable information, the SDE will transmit the decision to the Special Education Advisory Panel (SEAP) and make the decision available to the public upon request.~~
- g. A hearing officer's decision will be enforceable in State and Federal court. It will be implemented not later than fourteen (14) calendar days from the date of issuance unless:
  - 1) the decision specifies a different implementation date; or
  - 2) either party appeals the decision by initiating civil action in State or Federal District court: within applicable appeal periods.
- h. Nothing in this section can be interpreted to prevent a ~~parent and/or adult student~~ parent/adult student from filing a separate due process hearing request on an issue separate from the request already filed. The SDE may consolidate multiple hearing requests involving the same IEP.
- i. Stay Put
  - 1) During the pendency of any due process hearing, the student shall remain, or "stay put," in his or her current educational placement unless the district and ~~parent and/or adult student~~ parent/adult student agree otherwise.
  - 2) The stay put placement continues during any subsequent appeals unless a hearing officer agrees with a ~~parent and/or adult student~~

parent/adult student that a change of placement is appropriate, in which case, the placement identified in the hearing officer's decision becomes the stay-put placement.

- 3) If the dispute involves an application for initial admission to public school in Idaho, the student, with the written consent of his or her parent, shall be placed in the public school program until the proceedings are completed.
- 4) "Stay put" does not apply when a student is transitioning from Part C (the Infant/Toddler Program) to Part B services in Idaho. Following the development of an IEP or an individual family service plan (IFSP), if an educational placement dispute arises involving a student transitioning from Part C to Part B, the student cannot "stay put" in Part C:
  - i. With written consent of the parent, the student shall be placed in the public school until completion of all the hearing proceedings.
  - ii. If the parent does not give written consent, the student will not receive services until completion of the hearing proceedings.
  - iii. If the student is eligible for special education and related services, and the parent consents, then the district shall provide those special education and related services which are not in dispute.

### **Section 56. Expedited Due Process Hearings**

~~A request for an expedited due process hearing may be made by either a parent and/or adult student parent/adult student or the district. The request should be mailed, faxed or hand delivered to the Dispute Resolution Coordinator at the SDE. A request for an expedited due process hearing filed by email will not be accepted. Contact information is listed in the introduction to this chapter.~~

#### **A. Definition**

An expedited due process hearing is defined as an administrative hearing to resolve disputes concerning discipline occurring within twenty (20) school days of the request, with a decision rendered within ten (10) school days of the hearing.

#### **B. Filing an Expedited Hearing Requests**

Parties filing expedited due process hearing requests must include a complete and signed copy of the Expedited Due Process Hearing Request Form (located in Documents section of this chapter) or a signed document providing, in the same order, all of the general information, issue(s), and resolution(s) information required in the Expedited Due Process Hearing Request Form. The SDE will provide reasonable accommodations to individuals who need assistance in filing a written request.

1. A district may request an expedited hearing if the district believes maintaining the current placement or returning the student to the prior placement is substantially likely to result in injury to the student or others.
2. A ~~parent and/or adult student~~ parent/adult student may request an expedited hearing if:
  - a. he or she disagrees with a determination that the student's behavior was not a manifestation of the disability; or
  - b. he or she disagrees with the district's discipline decision, which resulted in a change of placement.

~~See Section 5D of this chapter for additional information regarding placement during a hearing. A parent/adult student or district filing an expedited due process hearing request must provide, in a confidential manner, the due process complaint and request for hearing to the other party. The request shall be mailed, faxed, or hand delivered (electronic copies are not accepted). The party filing an expedited due process hearing must be able to show proof of receipt of the expedited due process hearing request by the other party. Additionally, when the request is provided to the non-requesting party, the party filing the request shall simultaneously send a written copy to the Dispute Resolution Coordinator at the SDE by mail, fax, hand delivery, or scanned and attached to an email with a signature of the filing party. All applicable timelines for expedited due process hearing will start when the request has been received by the non-requesting party.~~

### **C. The Expedited Hearing Process and Decisions**

An expedited hearing will be conducted in a fair and impartial manner. Guidelines and proceedings will be the same as those in a regular due process hearing, except for the following changes:

1. The SDE will appoint a hearing officer within ~~2~~ five (5) business days of a request.
2. A resolution session shall occur within seven (7) days of receiving a due process hearing request unless the parties agree in writing to waive the resolution session or go to mediation.

3. A due process hearing may proceed unless the matter has been resolved to the satisfaction of both parties within fifteen (15) days of the receipt of the expedited due process hearing request.
4. There is no process for challenging the sufficiency of the due process hearing request in an expedited case.
4. Any party may prohibit the introduction of any evidence at the hearing that was not disclosed at least five (5) 2 business days before the hearing.
5. The hearing shall occur within twenty (20) school days of the request, with a decision rendered within ten (10) school days of the hearing. ~~A written decision will be mailed to both parties. and no extensions may be granted by the hearing officer.~~
6. A written decision will be mailed to both parties by the SDE.
8. A party may appeal the decision in an expedited due process hearing in the same way as ~~they may~~ allowed for decisions in other original due process hearings.

#### D. Placement During an Expedited Hearing

When a hearing has been requested by either the ~~parent and/or adult student~~ parent/adult student or the district regarding placement decisions, the student shall “stay put” during the pendency of the hearing. In relation to disciplinary proceedings, stay put means:

1. ~~The~~ the student will remain in the IAES until the timeline for the disciplinary action expires or the hearing officer renders a decision, whichever occurs first; and/or
2. ~~Upon~~ upon expiration of the IAES placement, the student will be placed in the setting he or she was in prior to the IAES. However, if district personnel maintain that it is dangerous for the student to return to that placement, the district may request an expedited hearing to continue the IAES for up to an additional forty-five (45) school days. This procedure may be repeated as necessary.

If the hearing officer ~~finds for~~ findings are in favor of the ~~parent and/or adult student~~ parent/adult student, the change of placement cannot occur, ~~and the~~ The IEP team will need to determine the extent of services ~~that are~~ appropriate to meet the student’s individual needs, as well as ~~and to~~ address the student’s behavior. If the hearing officer finds ~~in favor of~~ for the district, the district may use the same disciplinary procedures, including expulsion, as it uses available for any other student, except that FAPE ~~shall~~ must be provided according to the requirements in Chapter 12, Section 3.

If an educational placement dispute arises involving a child transitioning from Part C to Part B, the child cannot remain in Part C services when he or she is over the age of three. If the child is found eligible for special education and related services under Part B and the parent consents to

the initial provision of special education and related services, then the school district shall provide those special education and related services that are not in dispute between the parent and district until completion of all the hearing proceedings. If the parent does not give written consent for the special education or related services, the student will not receive services until completion of the hearing proceedings.

### **Section ~~6~~7. Appeals and Civil Action**

~~1.~~—An appeal to state court shall be filed within twenty-eight (28) days from the date of issuance of the hearing officer's decision, ~~or~~; an appeal to federal district court shall be filed within forty-two (42) calendar days from the date of issuance of the hearing officer's decision.

~~Either party shall exhaust all dispute resolution procedures available under the IDEA 2004 prior to filing action in civil court. However, nothing in the IDEA 2004 restricts or limits the rights, procedures, and remedies available under the U.S. Constitution, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, or other Federal laws protecting the rights of children with disabilities. This means either party may have remedies available under these laws that overlap with the IDEA 2004. To obtain relief under those other laws, either party shall first use the available dispute resolution procedures under the IDEA 2004 before going directly into court.~~

2.  
A party must exhaust administrative remedies before initiating a civil action under IDEA unless otherwise determined by the court. However, nothing in the IDEA 2004 restricts or limits the rights, procedures, and remedies available under the U.S. Constitution, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, or other Federal laws protecting the rights of children with disabilities.

### **Section ~~7~~8. Attorney Fees**

A district court will have jurisdiction in the awarding, determination, or prohibition of attorney fees. The court may:

1. award reasonable attorney fees as part of the costs to the prevailing party; and
2. determine the amount of attorney fees, using prevailing rates in the community in which the action occurred, for the kind and quality of services provided. No bonus or multiplier may be used in calculating the amount of fees awarded.

Funds under Part B of the IDEA ~~2004~~ cannot be used by the district to pay any attorney fees or costs of a party related to an action or proceeding, such as deposition, expert witnesses, settlements, and other related costs. However, Part B funds may be used to pay hearing officer fees or the costs of a meeting room to conduct the hearing.

#### **A. Prohibition of Attorney Fees**



1. Attorney fees may not be awarded:
  - a. for legal representation at an IEP meeting, including a resolution session, unless such a meeting is convened as a result of a due process hearing or a judicial action; or
  - b. for mediation that is conducted prior to a request for a due process hearing.
2. Attorney fees may not be awarded and related costs may not be reimbursed in any action or proceeding for services performed subsequent to the time of a written offer of settlement to a ~~parent and/or adult student~~ parent/adult student if:
  - a. the district makes an offer at least ten (10) calendar days before a due process hearing or a civil proceeding begins;
  - b. the offer is not accepted by the ~~parent and/or adult student~~ parent/adult student within ten (10) calendar days after it is made; and
  - c. a court or due process hearing officer finds that the relief obtained by the ~~parent and/or adult student~~ parent/adult student is not more favorable to the ~~parent and/or adult student~~ parent/adult student than the offer of settlement.

#### **B. Exception to the Prohibition of Attorney Fees**

An award of attorney fees and related costs may be made to a ~~parent and/or adult student~~ parent/adult student who is a prevailing party and who was substantially justified in rejecting the district's settlement offer.

#### **C. Reduction in the Amount of Attorney Fees**

A court may reduce an award for attorney fees under any of the following circumstances:

1. ~~During~~ during the course of the action or proceeding, the ~~parent and/or adult student~~ parent/adult student or his or her attorney unreasonably extended the final resolution-;
2. ~~The~~the amount of the award unreasonably exceeds the prevailing rate in the community for similar services by attorneys of reasonably comparable skills, reputation, and experience-;
3. ~~The~~the time spent and legal services rendered were excessive considering the nature of the action-;
4. ~~The~~the attorney representing the ~~parent and/or adult student~~ parent/adult student did not provide the information required in a due process hearing request-; and/or

5. a party represented him or herself, or his or her child.

**D. Exception to the Reduction of Attorney Fees**

The amount of attorney fees will not be reduced if the court finds that the district or SDE unreasonably extended the final resolution of the action or proceeding.

**E. Special Provisions Regarding Attorney Fees**

1. A district or SDE that prevails may seek attorney fees from a court against the ~~parent's and/or adult student's~~ parent's/adult student's attorney if the action is deemed frivolous, unreasonable, without foundation or prolongs the litigation.
2. A district or SDE that prevails may seek attorney fees from a court against the ~~parent's/adult student's attorney or the parent and/or adult student~~ parent/adult student if the hearing request was presented for improper purposes such as to harass the district, cause unnecessary delay or needlessly increase the cost of litigation.

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Special Education Mediation in Idaho

**MANAGING PARENT AND SCHOOL CONFLICT  
THROUGH EFFECTIVE COMMUNICATION**

If conflict occurs between a parent and school personnel regarding the educational program of a special education student, mediation provides a non-adversarial alternative to resolve the dispute.

**Mediation** is a structured, voluntary process in which an impartial third party, a mediator, helps parents and school personnel who are experiencing conflict to reach a suitable agreement. Mediation builds positive working relationships, encourages mutual understanding, and helps parents and school personnel focus on their common interest—the student.

***Section 1. Mediation in Idaho***

The mediation process:

May resolve disputes regarding the identification, evaluation, educational placement, or related services for students with disabilities;

Clarifies areas of agreement and disagreement; and

Fosters better relationships between parents and schools

***Section 2. Requesting Mediation***

An oral or a written request for mediation may be made to the SDE by a parent and/or adult student with a disability, a legal guardian, a surrogate parent, or the district. In addition, the SDE will encourage parents and districts to participate in mediation when it seems appropriate. Following a request for mediation, the SDE will make every effort to complete the process within 21 days.

A request for mediation:

1. Is appropriate when parents and/or adult students and schools are unwilling or unable to modify their position without outside assistance;
2. May occur when parents and/or adult students and schools, after making a good-faith effort, face an impasse in attempting to resolve the conflict; and
3. Can be scheduled prior to, or concurrent with, a request for a due process hearing.

***Section 3. Proposed Mediation by the SDE***

The SDE will offer mediation to resolve a dispute between parents and the district:

1. When there is a formal request for a due process hearing; and
2. At any other time the SDE deems the use of mediation appropriate.

***Section 4. Appointment of a Mediator***

The SDE maintains a list of qualified mediators. When both parties in a dispute agree to mediate, every attempt will be made by the SDE to appoint a mediator within 3 business days of the request. A mutually agreed upon time, date, and place of the mediation will be coordinated by the mediator.

If a due process hearing has been requested, the SDE will use a rotation list to select the mediator or both parties will be involved in and agree with the selection of the mediator.

If a due process hearing has been requested, the mediator may not be an employee of any district or state agency providing publicly funded services under the IDEA 2004 and co-mediators may not be used.

***Section 5. The Mediator***

A mediator is a neutral third party trained in communication, problem-solving and negotiation skills, and specific mediation techniques who acts as a facilitator to assist parents and/or adult students and schools in resolving conflicts. The mediator:

1. Educates the parties about the mediation process.
2. Establishes the ground rules for all parties to follow.
3. Guides the process.
4. Encourages open and honest communication.
5. Ensures that each party is heard.
6. Rephrases information and summarizes issues.
7. Facilitates the writing of the agreement.

***Section 6. Roles of Parents and Schools***

It is in the best interest of all parties, including the student, to explore mediation as a means to a resolution of the conflict. Parents and/or adult students and school personnel play a very important role in mediation. As active participants, each party can help design a mutually agreeable solution.

***Section 7. Prior to the Mediation***

The SDE will provide:

- ~~1. Notification to the disputing parties of the mediator appointed.~~
- ~~2. A copy of the *Procedural Safeguards Notice* to each party.~~
- ~~3. A copy of the “Confidentiality Pledge” to the parent, district, and mediator. The parties should review the pledge, come to the mediation with any questions regarding confidentiality, and be prepared to sign the pledge.~~

The mediator will:

- ~~1. Contact the parties to explain the mediation process, identify issues, and help the parties establish a date, time, and place to hold the mediation.~~
- ~~2. Assist in determining who will attend the mediation session and inform the parties that participants need to be knowledgeable about the student and of available resources or services the student may need.~~
- ~~3. Advise the SDE of the names of all parties who will participate in the mediation session.~~

The parent and/or adult student and district will:

- ~~1. Determine who will attend the mediation session and advise the mediator of their choices.~~
- ~~2. Advise the mediator that the individual(s) with authority to commit resources and make final resolution decisions will participate in the mediation session.~~

### ***Section 8. Preparing for the Mediation Session***

The following guidelines can help participants prepare for the mediation session:

- ~~1. Keep your schedule free and be willing to give at least one full day to the mediation process.~~
- ~~2. Put aside personality conflicts and center on the educational interests of the student.~~
- ~~3. Approach mediation in good faith.~~
- ~~4. Be open, honest, and willing to listen.~~
- ~~5. Be familiar with all documents related to the dispute, including the Individualized Education Program (IEP).~~
- ~~6. Organize your information and materials.~~

7. Set goals you would like to achieve during the session.
8. Be open to alternatives.

### ***Section 10. The Mediation Session***

Every mediator has his or her own personal style of conducting a mediation. Participants should feel free to ask questions and seek clarification on any issue during the session. The mediation may include the following stages:

1. **Introduction:** The mediator will explain the process, set the ground rules for all parties, respond to questions, and encourage the parties from the onset to deal with issues—not personalities.
2. **Identification of issues:** Each party will have an opportunity, without interruption, to identify issues and share information. The mediator may seek additional information or summarize the issues.
3. **Expression of interests:** At this stage, the mediator helps the parties identify their interests (those factors underlying their issues). Goals, needs, beliefs, hopes, and fears are expressed, explored, and clarified.
4. **Caucus:** On occasion, issues and underlying interests may not be clear. Opportunity is provided for each party to “caucus” with the mediator for the purpose of sharing information or seeking clarification about the issues. The mediator will not disclose information from caucus sessions without consent.
5. **Recess:** A break may be requested by any participant during the session. This time provides an excellent opportunity for all parties to gather their thoughts and absorb what has transpired.
6. **Creating alternatives:** After the basic issues and interests have been identified, discussed, and clearly understood by all parties, the mediator will assist the parties in identifying or developing options to resolve the conflict. At any time during an open session or in a caucus, either party may propose solutions.



7. ~~**Developing and writing a plan:** The ultimate goal of mediation is to obtain a written resolution to the conflict. The parties establish the terms of the agreement. The mediator writes the final agreement, which is signed by the parent(s), school representatives, and mediator. Each party retains a copy of the agreement. If an agreement involves proposed changes to a student's IEP, an IEP team meeting should be convened as soon as possible.~~
8. ~~**Implementation:** For the final agreement to work effectively, its provisions shall be implemented. The signed agreement demonstrates a commitment by both parties to abide by the conditions of the agreement. Ultimately, it is the responsibility of the parties to fulfill their obligations.~~

~~For additional information, contact:~~

~~*Dispute Resolution Coordinator*~~

~~State Department of Education  
Division of Student Achievement and School Improvement  
P.O. Box 83720  
Boise, Idaho 83720-0027  
208/332-6912  
800/432-4601  
TT: 800/377-3529  
FAX: 208/334-4664~~

~~**Regional Special Education**~~

~~North: 208/667-2588 Coeur d'Alene  
208/885-9060 Moscow  
Southeast: 208/282-3610 Pocatello  
208/736-4263 Twin Falls  
Southwest: 208/426-4315 Boise  
208/426-4397 Boise~~

~~**DisAbility Rights Idaho (formerly Comprehensive Advocacy, Inc. (Co-Ad))**~~

~~4477 Emerald Street, Suite B-100  
Boise, ID 83706  
V/TT: 208/336-5353  
V/TT: 866/262-3462~~

~~**Idaho Parents Unlimited, Inc. (IPUL)**~~

~~1878 W Overland Road  
Boise, ID 83705  
800/242-IPUL  
V/TT: 208/342-5884~~

~~IDAHO STATE DEPARTMENT OF EDUCATION~~

**Procedures for Resolving Complaints**

~~UNDER THE INDIVIDUALS WITH DISABILITIES EDUCATION IMPROVEMENT ACT OF 2004~~

*Section 1. Filing Complaints*

**A. Filing a Formal Complaint**

~~Any individual or organization from Idaho or another state who believes a school district or other education agency has violated a requirement of Part B of the Individuals with Disabilities Education Improvement Act 2004 (IDEA 2004) may file a formal complaint with the State Department of Education (SDE). The complaint shall:~~

- ~~1. Be in writing. Electronic mail is not acceptable. (The SDE will provide reasonable accommodations to individuals who need assistance in filing written complaints.)~~
- ~~2. Be signed and dated.~~
- ~~3. Include one or more allegations. Allegations are statements that an education agency has violated a requirement of Part B of the IDEA 2004. The alleged violations may not be older than one year from the date the complaint is received by the SDE.~~
- ~~4. Include the supporting facts of each allegation. Supporting facts are a description of the events to support the allegation(s), including the name(s) of the student(s) involved, as appropriate.~~
- ~~5. Include a proposed resolution for the complaint.~~

**B. Contact Information Required**

~~Complainants should include their mailing addresses and work and home telephone numbers as well as the name, address, and telephone number of the student(s) involved.~~

**C. Formal Complaints Address**

~~Complaints shall be mailed to:~~  
~~Dispute Resolution Coordinator~~  
~~State Department of Education~~  
~~Division of Student Achievement and School Improvement~~  
~~P.O. Box 83720~~  
~~Boise, ID 83720-0027~~

***Section 2. Evaluating Complaints***

~~At times, the SDE may not be able to proceed with resolution of all of a complainant's concerns. Complaints will be evaluated to determine whether the SDE can proceed with resolution. The SDE will notify the complainant, within 30 days of receipt of a complaint, if it cannot proceed with complaint resolution and the reasons. The complainant has the option of filing a new complaint and restarting the 60-day timeline or revising the complaint. If the revised complaint contains additional allegations on which the SDE can proceed, the SDE will modify the scope of complaint resolution and may extend the 60-day timeline.~~

~~A. Complaint resolution cannot proceed when:~~

- ~~1. The complaint is not in writing.~~
- ~~2. The complaint is not signed.~~
- ~~3. The complaint does not include allegations of Part B violations. (If appropriate, the SDE will notify the complainant of the appropriate agency, entity, or process to address his or her concerns.)~~
- ~~4. The complaint does not include the facts to support the allegations for any of the allegations.~~
- ~~5. All of the allegations in the complaint have been resolved in a previous due process hearing. However, the SDE will resolve a complaint alleging that the education agency failed to implement a due process hearing decision.~~

~~B. Resolution of every allegation cannot proceed when:~~

- ~~1. Some of the statements in the complaint are not allegations that an education agency has violated a requirement of Part B of the IDEA 2004. In this situation, the SDE will proceed with resolution of the statements that are allegations. Where appropriate, the SDE will assist the complainant in clarifying other statements and/or will inform the complainant of the appropriate agency, entity, or process to address concerns that do not allege violations of the IDEA 2004.~~
- ~~2. The facts to support some of the allegations are not provided. In this situation, the SDE will proceed with resolution of the allegations for which facts have been included. If appropriate, the SDE will assist the complainant in identifying the facts for his or her other allegations.~~
- ~~3. Some or all of the allegations in the complaint are the subject of a current due process hearing. In this situation, the SDE will proceed with resolution of allegations that are not part of the due process hearing. The SDE will set aside allegations that are the~~

~~subject of a due process hearing and will suspend the timeline for those allegations. When the hearing is resolved, the SDE will proceed with resolution of any allegation on which the hearing officer has not ruled. However, the SDE will proceed to resolve allegations that an education agency failed to implement a due process hearing decision.~~

- ~~C. If the complaint is withdrawn by the complainant prior to expiration of the timeline for resolution, the SDE will close the complaint.~~

### ***Section 3. Complaint Resolution Processes***

~~The SDE will make every effort to resolve complaints in the least adversarial manner possible. Resolution of a formal complaint may be achieved through one or more of the following four processes:~~

- ~~1. **Verification of resolution:** At any time during an investigation, the education agency may submit information to the SDE to document that one or more of the allegations in the complaint have been resolved. The SDE may also receive similar information from other sources.~~
- ~~2. **Corrective action plan (CAP):** The district may propose a CAP to address the allegations in the complaint. The SDE may accept, reject, or negotiate the proposed CAP or require other corrective actions or timelines to ensure that the district will achieve compliance for each allegation stated in the complaint. If this process is not successful, the SDE will conduct a full investigation.~~
- ~~3. **Early complaint resolution (ECR):** The SDE may propose the use of ECR to resolve the complaint. This mutual approach provides the complainant and the district an opportunity to immediately resolve the issues prompting the complaint, even though the parties may not agree on particular findings of fact and conclusions. The SDE Dispute Resolution Coordinator or a contracted investigator will facilitate a resolution through the development of a written agreement to be signed by both parties. If this process is not successful, the SDE will conduct a full investigation.~~
- ~~4. **Investigation:** If necessary, the SDE will investigate the complaint by conducting interviews and reviewing files, correspondence, and other information. An on-site investigation may occur if necessary.~~

### ***Section 4. Compliance Activities***

~~The SDE will negotiate or require corrective actions, including timelines, as necessary, for the education agency to achieve compliance.~~

- A. ~~**Remedies:** The SDE will identify the specific corrective action necessary for the district to achieve compliance. If it is determined that the district has failed to provide appropriate services, the SDE will address:~~
- ~~1. How to remedy the denial of those services including, as appropriate, the award of compensatory education, monetary reimbursement, or other corrective actions appropriate to the needs of the student that is the subject of the complaint; and~~
  - ~~2. Appropriate future provision of those services for all students with disabilities in the education agency.~~
- B. ~~**Documentation:** The SDE will verify implementation of corrective actions and compliance by obtaining documentation from the district or education agency, confirming compliance with the complaint, or conducting an on-site follow up.~~
- ~~1. **Technical assistance:** If necessary, the SDE will provide technical assistance to the district or education agency during or following complaint resolution. The SDE will maintain a record of technical assistance provided to districts or education agencies.~~
  - ~~2. **Sanctions:** If the district or education agency fails to achieve compliance, the SDE may initiate procedures to withhold federal funds until compliance is achieved.~~

*Section 5. Complaint Resolution Steps*

Within 60 days of receiving the complaint, the SDE will complete the following:

- ~~A. The SDE will decide to accept or reject the complaint based on the allegations and supporting facts.~~
- ~~B. Notify both parties in writing of the SDE determination, including a copy of the complaint and "Procedures for Resolving Complaints".~~
- ~~C. Offer mediation to both parties as a method for resolving the complainant's concerns.~~
- ~~D. The complainant will be notified of his or her right to submit additional information, either orally or in writing. Complainants will be asked to submit additional written information within 15 days of receiving notice of the right to do so. The complainant may submit additional oral information through an interview with the complaint investigator.~~
- ~~E. Gather sufficient additional information to make a determination for each allegation through informal fact finding; telephone or personal interviews; and a review of files, documents, correspondence, and other information. If both parties agree that one or more violations have occurred, additional fact finding will not be conducted in those areas.~~

- ~~F. Carry out an independent on-site investigation if it is determined necessary.~~
- ~~G. Review all relevant information and make an independent determination for each allegation filed by the complainant as to whether the education agency has violated a requirement of Part B of the IDEA 2004.~~
- ~~H. Issue a Final Report to the complainant and district or education agency that contains:~~
- ~~1. An introduction with:~~
    - ~~a. An assigned case number per the date the complaint was received by the SDE.~~
    - ~~b. The name of the parties involved.~~
    - ~~c. The complainant's allegations.~~
    - ~~d. The complaint investigator's name.~~
    - ~~e. Identified information gathered and reviewed.~~
    - ~~f. If relevant, a description of any extension of the 60-day timeline and the exceptional circumstances that warranted the extension.~~
  - ~~2. The SDE's findings of fact.~~
  - ~~3. The SDE's conclusion regarding each allegation.~~
  - ~~4. If the SDE determines the education agency violated a Part B requirement, required Corrective Action(s) will be stated in the report. A timeline and method of documenting compliance will be included.~~
- ~~I. Personally identifiable information about the student will not be included in the final report. The use of personally identifiable information about personnel employed by the education agency will be avoided.~~
- ~~J. The 60-day timeline may be extended if exceptional circumstances exist and are documented by the SDE, or the parties agree to voluntarily engage in mediation or other dispute resolution options offered by the SDE. If the timeline is extended, both parties will be notified. The notification will include the length of the extension and a description of the exceptional circumstances that warrant the extension.~~

### ***Section 6. Record of Complaints***

Each complaint file will be maintained for a period of at least 5 years and will include an original or copy of:

- ~~1. The complaint.~~
- ~~2. The investigative notes, documents, correspondence, phone logs, etc.~~
- ~~3. The Final Report, or documentation that the complaint was withdrawn.~~
- ~~4. Verification of compliance if additional activities are required in the report.~~



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If applicable, we agree that this Mediation Agreement will serve to amend the existing Individualized Education Program. Yes \_\_\_\_\_ No \_\_\_\_\_

*Initials* \_\_\_\_\_ *Initials* \_\_\_\_\_

We, the undersigned, understand that this mediation is legally binding and enforceable in court. We enter into this agreement willingly and informed of our rights and responsibilities with regards to entering this agreement.

Parent/Adult Student Signature(s) \_\_\_\_\_ Local District or Agency Signature(s) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_



**MEDIATION CONFIDENTIALITY AGREEMENT**

Mediation is a voluntary, no cost, confidential service provided by the State Department of Education (SDE). Maintaining confidentiality is critical to the integrity of the process. Confidentiality encourages free, open communication, toward a collaborative settlement.

The parties involved in this mediation proceeding on this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, agree to the following:

1. This confidentiality agreement must be signed by all parties before mediation services are provided.
2. Discussions that occur during the mediation process are confidential and cannot be used as evidence in any subsequent due process hearing or civil proceeding.
3. All parties agree not to call the mediator (or an SDE observer of this mediation) as a witness or depose the mediator (or SDE observer) in any subsequent due process hearing or legal proceeding.
4. The mediator will collect all personal notes which shall be destroyed at the conclusion of the mediation session.
5. This mediation session will not be recorded.
6. The only record to be retained will be the written agreement and this signed confidentiality agreement. If parties come to agreement, a copy of the written agreement will be given to both parties and filed with the SDE by the mediator. If for any reason the mediation fails to produce a written agreement, the mediator will inform the SDE that no agreement was reached.
7. All parties understand that the mediator is responsible for collecting the signed confidentiality pledge and the signed written agreement if one was created.

**Signatures:**

_____	_____	_____
Name	Role	Date
_____	_____	_____
Name	Role	Date
_____	_____	_____
Name	Role	Date
_____	_____	_____
Name	Role	Date
_____	_____	_____
Name	Role	Date
_____	_____	_____
Name	Role	Date

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**FORM FOR FILING A STATE ~~FORMAL~~ COMPLAINT**

*Please submit any request for a formal complaint to the Dispute Resolution Coordinator, State Department of Education, ~~Division of Student Achievement and School Improvement~~, P.O. Box 83720, Boise, ID 83720-0027. The alleged violations may not be older than one year from the date the complaint is received by the SDE. (You may use this form or submit a letter that includes the information below.)*

**A. General Information:** (type or print)

Date: \_\_\_\_\_

Name of Individual Filing the Complaint: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: (Hm) \_\_\_\_\_ (Wk) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email Address: \_\_\_\_\_

Relationship to Student: \_\_\_\_\_

Name of District /Agency Complaint Is Against: \_\_\_\_\_

**Student Information:**

**District Information:**

Student Name: \_\_\_\_\_

District Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

School Student Attends: \_\_\_\_\_ Student's Date of Birth: \_\_\_\_\_

(If complaint involves more than one student, please complete the student and district information for each student.)

In the case of a homeless child or youth, provide available contact information:

\_\_\_\_\_



### DUE PROCESS HEARING REQUEST FORM

*Please submit any request for a due process hearing to your district superintendent and to the Dispute Resolution Coordinator, State Department of Education, ~~Division of Student Achievement and School Improvement~~, P.O. Box 83720, Boise, ID 83720-0027. (You may use this form or submit a letter that includes the information below.)*

**A. General Information:** (type or print)

Date of Written Request: \_\_\_\_\_ Date Received (completed by SDE): \_\_\_\_\_

Name of Individual Requesting Hearing: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ Day Phone: \_\_\_\_\_

Parent/Guardian of Student: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: (Hm) \_\_\_\_\_ (Wk) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email Address: \_\_\_\_\_

Name of District/Agency Hearing Request Is Against: \_\_\_\_\_

**Student Information:**

**District Information:**

Student Name: \_\_\_\_\_

District Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

School Student Attends: \_\_\_\_\_ Student's Date of Birth: \_\_\_\_\_

(Complete if the information is available):

Student's Attorney: \_\_\_\_\_

(Complete if the information is available): District's Attorney: \_\_\_\_\_

\_\_\_\_\_



**EXPEDITED DUE PROCESS HEARING REQUEST FORM**

*Please submit any request for an expedited due process hearing to your district superintendent and to the Dispute Resolution Coordinator, State Department of Education, P.O. Box 83720, Boise, ID 83720-0027. (You may use this form or submit a letter that includes the information below.)*

**A. General Information: (type or print)**

Date of Written Request: \_\_\_\_\_ Date Received (completed by SDE): \_\_\_\_\_

Name of Individual Requesting Hearing: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: (Hm) \_\_\_\_\_ (Wk) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email Address: \_\_\_\_\_

Parent/Guardian of Student: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone: (Hm) \_\_\_\_\_ (Wk) \_\_\_\_\_

Name of District/Agency Hearing Request Is Against: \_\_\_\_\_

**Student Information: District Information:**

Student Name: \_\_\_\_\_ District Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Telephone: \_\_\_\_\_

School Student Attends: \_\_\_\_\_ Grade: \_\_\_\_\_

(Complete if the information is available):  
Student's Attorney: \_\_\_\_\_

(Complete if the information is available):  
District's Attorney: \_\_\_\_\_





Document date: **Resolution Session Form** Page \_\_\_ of \_\_\_

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:		Age:
District:		School:		
Parent/Guardian Name:		Home Phone:		
Address:				
Native Language:		Daytime Phone:		
Parent/Guardian Name:		Home Phone:		
Address:				
Native Language:		Daytime Phone:		
Director:		Daytime Phone:		

The Individuals with Disabilities Education Improvement Act of 2004 requires that options be made available to resolve conflict when a request for a due process hearing is filed. The "resolution session" provides an opportunity for the parent and/or adult student and the district to resolve issues identified in a due process hearing request. A resolution session is a meeting scheduled by the district and involves relevant members of the IEP team and the parent and/or adult student. The attorney for the school district will not attend the meeting unless the parent's and/or adult student's parent's/adult student's attorney is present. If requested by both parties, the State Department of Education (SDE) will appoint a neutral facilitator to conduct the resolution session.

A resolution session will be scheduled by the district unless one of the following occurs:

1. Both the parent and/or adult student parent/adult student and the school district mutually agree to participate in SDE mediation.
2. Both the parent and/or adult student parent/adult student and the school district mutually agree in writing to waive the resolution session.

Should a resolution session occur, the forty five (45) day hearing process will not start until up to 30 days have expired, allowing for resolution, unless the thirty (30) day period is shortened by mutual written consent of both parties.

Should the parties mutually waive the resolution session and mutually agree not to participate in SDE mediation, the due process hearing will be scheduled, and the 45 day timeline for completing the hearing will start on the date that the request for a hearing was received.

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Signature	Waive Resolution Meeting	Date
Parent:	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Parent:	<input type="checkbox"/> Yes <input type="checkbox"/> No	
District Representative:	<input type="checkbox"/> Yes <input type="checkbox"/> No	

~~Please sign below regarding your participation in a resolution session. Unless both the district and the parent and/or adult student parent/adult student waive the resolution session, a meeting will be scheduled. If the district schedules a resolution session and the parent and/or adult student parent/adult student does not attend, the issues cannot be taken to a due process hearing.~~

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**SUBJECT**

Annual Report - Hardship Elementary School - Cassia County School District # 151, Albion Elementary School.

**REFERENCE**

October 14, 2010                      The Board received and update regarding Albion Elementary School and their continued need for Hardship Status.

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1003 (2)(b), Idaho Code

**BACKGROUND/DISCUSSION**

At the October 1999 meeting, the State Board of Education approved the request by Cassia County School District #151 for Albion Elementary School to be designated as a hardship elementary school for one year, and required an annual report. However, the 2000 Legislature amended 33-1003 (2)(b) by adding, "An elementary school operating as a previously approved hardship elementary school shall continue to be considered as a separate attendance unit, unless the hardship status of the elementary school is rescinded by the state board of education." Therefore, no action is required unless the State Board of Education chooses to rescind the hardship status. Conditions supporting the October 1999 decision to approve the Albion Elementary School as a Hardship Elementary School have not changed.

No action is required unless the State Board of Education chooses to rescind the hardship status of Albion Elementary School.

**IMPACT**

Cassia County School District #151 would have received \$100,700 less in FY 2014 if Albion Elementary School was not considered a separate school.

**ATTACHMENTS**

Attachment 1 – Letter from Gaylen Smyer to Sherri Ybarra (5/07/2015)    Page 3

**BOARD ACTION**

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

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**CASSIA JOINT SCHOOL DISTRICT 151**

3650 OVERLAND • BURLEY, ID 83318-2444 • (208) 878-6600 • FAX (208) 878-4231

07 May 2015

Ms. Sherri Ybarra  
State Superintendent of Public Instruction  
PO BOX 83720  
Boise, Idaho 83720-0027

Dear Superintendent Ybarra:

In the October, 1999 meeting of the State Board of Education it was noted that Albion Elementary School was granted a *hardship* status by the Board. As noted in the minutes of the State Board of Education this status was granted one year at a time. It was also identified that the State Superintendent be the person responsible to present this request annually to the Board through the SBOE agenda.

Please accept this letter from Cassia Joint School District #151 as a request for hardship status for Albion Elementary (School Number 111) for the 2015-2016 school year. The approval conditions granted by the State Board of Education at the time of the initial granting have not changed.

Thank you, and the State Board of Education, for your support of the children of Cassia County and Idaho. Please contact me if you need further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Gaylen Smyer".

Gaylen Smyer, Ph.D.  
Superintendent

PC: Tim Hill

Steve Lynch  
*Board Chairman*

Ryan Cranney  
*Vice Chairman*

Linda Petersen  
*Board Member*

Kathryn Miller  
*Board Member*

Heber Loughmiller  
*Board Member*

Dr. Gaylen Smyer  
*Superintendent*

Chris James  
*Fiscal Manager*

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>COLLEGE ADMISSIONS INITIATIVES</b>	Information Item
<b>2</b>	<b>BOARD POLICY III.Z, PLANNING AND COORDINATION OF ACADEMIC PROGRAMS AND COURSES – FIRST READING</b>	Motion to Approve
<b>3</b>	<b>BOARD POLICY III.N, GENERAL EDUCATION – SECOND READING</b>	Motion to Approve
<b>4</b>	<b>REPEAL BOARD POLICY III.O, CURRICULUM EQUIVALENCY SCHEDULES – SECOND READING</b>	Motion to Approve
<b>5</b>	<b>BOARD POLICY III.S, DEVELOPMENTAL AND REMEDIAL EDUCATION – SECOND READING</b>	Motion to Approve
<b>6</b>	<b>BOARD POLICY III.V, ARTICULATION AND TRANSFER – SECOND READING</b>	Motion to Approve

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**SUBJECT**

College Admissions Initiatives

**BACKGROUND/DISCUSSION**

This item is to introduce the Board to the college admissions initiatives underway. Together, the three (3) initiatives create a statewide system for proactively admitting high school seniors and enrolling them into Idaho public postsecondary institutions to increase education attainment levels among Idaho students. The three (3) initiatives are:

- Direct Admissions - This initiative will identify high school seniors based on a minimum grade point average (GPA) and/or SAT score and proactively admit them into Idaho public postsecondary institutions.
- Next Steps Idaho website - The “Next Steps Idaho” college enrollment web site will serve as a “one-stop shop” for learning about, applying for and enrolling in postsecondary education. The site will be a resource to students as young as eighth grade through high school.
- Online Common Application - The online common college admissions application will streamline the application process for prospective students who complete their admissions forms online. Currently, each of the institutions under the Board’s direct governance use a common paper application form, however, their online applications forms/process vary from institution to institution.

**IMPACT**

Board action through policymaking will be necessary at the August meeting to formalize the Direct Admissions initiative.

**ATTACHMENTS**

Attachment 1 – College Admissions Initiative Overview

**STAFF COMMENTS AND RECOMMENDATIONS**

Board staff has worked closely with the College and University Presidents to develop the Direct Admissions proposal. If approved by the Board, the Direct Admissions proposal can be implemented in Fall 2015 for students entering higher education in Fall 2016.

**BOARD ACTION**

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

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**COLLEGE ADMISSIONS INITIATIVES**

**Purpose:** Develop a statewide system for proactively admitting high school seniors and enrolling them into Idaho public postsecondary institutions to increase education attainment levels among Idaho students.

**Direct Admissions Proposal**

**Background:** University of Idaho President Chuck Staben initially proposed an initiative by which Idaho high school seniors could receive a letter stating they have been conditionally admitted to the University of Idaho based on a minimum grade point average (GPA) and SAT score. This proposal was discussed at the Presidents Council and there was general acceptance of the concept across all eight institutions. Board staff have started working on the concept.

**Status:** Board staff has developed the following proposal for direct admissions:

- Using the Statewide Longitudinal Data System, a list of high school seniors meeting a predetermined minimum GPA and/or SAT score will receive a letter from the State Board of Education congratulating them on being conditionally admitted to any of the state's eight (8) public higher education institutions. Full admission will be based on successful completion of high school.
- The letter will provide clear directions for applying to a public higher education institution, via the Board's web site [www.nextsteps.idaho.gov](http://www.nextsteps.idaho.gov). The web site will also provide access to completing the Idaho Opportunity Scholarship application and the Free Application for Federal Student Aid (FAFSA).
- The letter will notify students that their admission application fee (enrollment fee) will hold their "spot" at a specific institution and be credited back as part of their first tuition and fee invoice.
- The remainder of the admissions packet will include information regarding why college is important, a map of Idaho showing the location of each public higher education institution, program highlights for each institution and a screenshot of the Next Steps web site highlighting where specific information can be found.
- Those students not meeting the minimum GPA and SAT criteria will receive a different letter admitting them to Idaho State University and Lewis-Clark State College as part of their community college function, as well as Eastern Idaho Technical College and the three (3) community colleges. Students will also be encouraged to look at the admission requirements of the individual four-year institutions to see if there may be an opportunity for admittance.
- Parents of the students will receive a similar packet of information stating where their student has been conditionally admitted and what should be done to take advantage of this opportunity.
- High school counselors, college and career advisors and the postsecondary institutions will be provided with a list of students receiving the direct admissions packet to assist them in the application process.

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- A Fall 2015 mailing to the Class of 2016 is the target date for implementation.

**Next Steps:** Board staff are working with the college and university presidents to address several pending issues, including but not limited to:

- Setting a minimum GPA and/or SAT score for the four-year institutions;
- Finalizing the direct admissions packet;
- Developing a tracking system to measure how many students applied and to which institution, enrollment, retention and credential attained; and
- Engaging private high schools to participate.

### **Next Steps Idaho**

The Next Steps Idaho web site as a “one-stop shop” for students and families to learn about postsecondary options and then apply for admission and financial aid. The resources on the site will help students and families to begin planning for postsecondary education as early as 8<sup>th</sup> grade. The site will be publicly launched in July 2015.

The website will feature a grade-by-grade timeline to help high school students keep track of what they should be doing to prepare for life after high school. In addition to the timeline that is accessible via the web site, students and parents will be able to download checklists and other tools to help them keep track of these tasks. Though the site is targeted to students, it also contains information for families and educators to help their students along the way.

Beyond the grade-by-grade content, there is a robust library of resources categorized by topic area so related information is easy to find. For example, there are resources for students to learn more about financial aid, advanced placement opportunities, programs available to help them make a plan, an Idaho college and university directory, and career exploration. A comprehensive calendar will also help keep students and families abreast of learning opportunities and important deadlines. Finally, a scholarship search function is in development.

### **Common Online Application**

Board staff is working with the public postsecondary institutions to develop a single online application housed at the Next Steps Idaho web site that can be used by prospective students to apply to one or more of Idaho’s public postsecondary institutions by completing the application one time. Full implementation is scheduled for Fall 2016.

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**SUBJECT**

Proposed Amendments to Board Policy III.Z, Planning and Delivery of Postsecondary Programs and Courses – First Reading

**REFERENCE**

April 2011	Board approved the first reading of the proposed amendments to Board Policy III.Z, Planning and Delivery of Postsecondary Programs to include the inclusion of statewide program responsibilities into policy.
June 2011	Board approved the second reading of the proposed amendments to Board Policy III.Z. Planning and Delivery of Academic Programs and Courses as amended.
June 19, 2013	The Board was presented with proposed corrections to institutions' statewide program responsibilities.
August 15, 2013	The Board approved the first reading of the proposed amendments to Board Policy III.Z, Planning and Delivery of Postsecondary Programs and Courses to include updating institutions statewide responsibilities.
December 2013	The Board approved the second reading of Board Policy III.Z.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section III.Z, Planning and Delivery of Postsecondary Programs and Courses.  
Section 33-113, Idaho code, Limits of Instruction.

**BACKGROUND/DISCUSSION**

Board staff held a work session with the Provosts on April 14, 2015 to discuss the update to the Five-Year Plan and potential concerns with proposed program plans. The work session included a discussion on Board Policy III.Z and the current five-year plan requirements.

Currently, Board Policy III.Z requires institutions provide in their five-year plans a needs assessment to include ongoing and future workforce projections and anticipated costs of delivery for each program anticipated to be offered within three years of Board approval. Requiring this level of specificity so far in advance is quite speculative and largely an unnecessary burden on both Board staff and the institutions; it is a challenge to provide this information during the planning stage in a manner that is meaningful to the Board; and this level of information has not historically been shared with the Board because of the speculative level

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of these responses. Board staff and the Provosts believe it is more valuable to provide this level of information at the program proposal development stage (where it is currently provided), where data will be more concrete that would better demonstrate the need or demand for a proposed program.

The work session also included a discussion on the current process for updating the five-year plan and changing the review cycle from a two-year update to an annual update. Institutions would still develop their plans for programs projected five years out to include program name and degree level; anticipated delivery date; program description; anticipated source of funds; and summary terms of memoranda of understanding for proposed new programs in another service region consistent with Board Policy III.Z.

Board staff worked with the Council on Academic Affairs and Programs (CAAP) to propose policy amendments that would remove the needs assessment and budget piece requirement from the planning process; change the review cycle to an annual review; and other minor stylistic changes.

**IMPACT**

Proposed amendments to Board Policy III.Z will create efficiencies at the institution and Board staff level. These changes will also allow staff to implement changes to the current update of the five-year plan, which is scheduled for presentation to the Board in August.

**ATTACHMENTS**

Attachment 1 – Proposed Amendments to Board Policy III.Z  
Planning and Delivery of Postsecondary Programs and Courses

Page 5

**STAFF COMMENTS AND RECOMMENDATIONS**

In 2011, staff worked with CAAP and the Instruction, Research, and Student Affairs (IRSA) committee to clarify sections of Board Policy III.Z and implement the requirements based on the original intent of the policy, which is to assure the educational and workforce needs of the State are met and prevent inefficient duplication of effort. Since that time, we have gone through two iterations of five-year plan submissions to the Board, and while institutions provided this information over the years, it has not been used by the Board at the planning stage to make any programmatic decisions.

Board staff and CAAP believe the specific requirements proposed for removal in the current five-year plan process are more valuable to the Board at the proposal development process as specified in Board Policy III.G.

Board staff and CAAP recommend approval as presented.

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**BOARD ACTION**

I move to approve the first reading of proposed amendments to Board Policy III.Z, Planning and Delivery of Postsecondary Programs and Courses as submitted in Attachment 1.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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**Idaho State Board of Education**

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: III. POSTSECONDARY AFFAIRS**

**SUBSECTION: Z. Planning and Delivery of Postsecondary Programs and Courses**

December 2013 August 2015

The purpose of this policy is to ensure ~~that~~ Idaho's public postsecondary institutions meet the educational and workforce needs of the state through academic planning, alignment of programs and courses (hereinafter referred to collectively as "programs"), and collaboration and coordination. This subsection shall apply to the University of Idaho, Boise State University, Idaho State University, Lewis-Clark College, Eastern Idaho Technical College, College of Southern Idaho, College of Western Idaho, and North Idaho College (hereinafter "institutions"). ~~It is the intent of the~~ The State Board of Education (the Board) **aims** to optimize the delivery of academic programs while allowing institutions to grow and develop consistent with their vision and mission with an appropriate alignment of strengths and sharing of resources.

This policy requires the preparation and submission of academic plans to advise and inform the Board in its planning and coordination of educational programs in a manner that enhances access to quality programs, while concurrently increasing efficiency, avoiding unnecessary duplication and maximizing the cost-effective use of educational resources. As part of this process, the Board hereby identifies and reinforces the responsibilities of the institutions governed by the Board to deliver Statewide Programs. The provisions set forth herein serve as fundamental principles underlying the planning and delivery of programs pursuant to each institution's assigned Statewide and Service Region Program Responsibilities. These provisions also require collaborative and cooperative agreements, or memorandums of understanding, between and among the institutions.

This policy is applicable to campus-based face-to-face programs, including those that use technology to facilitate and/or supplement a physical classroom experience. It also applies to hybrid and blended programs where a substantial portion of the content is delivered on-line and typically has reduced seat time. ~~This policy is not applicable to programs for which 90% or more of all activity is required or completed online, or dual credit courses for secondary education.~~

**1. Definitions**

- a. Designated Institution shall mean an institution whose main campus is located in a service region as identified in subsection 2.b.ii.1) and 2) below.
  - i. For purposes of this [Section III.Z.policy](#), with respect to academic programs, Designated Institutions and Partnering Institutions shall include only the University of Idaho, Idaho State University, Boise State University, and Lewis-Clark State College and shall have Service Region Program Responsibility for those regions identified in subsection 2.b.ii.1).
  - ii. For purposes of this [Section III.Z.policy](#), with respect to professional-technical

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programs, Designated Institutions and Partnering Institutions shall include only the College of Southern Idaho, College of Western Idaho, North Idaho College, Eastern Idaho Technical College, Lewis-Clark State College, and Idaho State University and shall have Service Region Program Responsibility for those regions identified in subsection 2.b.ii.2).

b. A memorandum of understanding (MOU) is an agreement between two or more institutions offering programs within the same service region that details how such programs will be delivered in a collaborative manner. An MOU is intended to provide specific, practical details that build upon what has been provided in each Institution's Plan.

b.c. Partnering Institution shall mean either (i) an institution whose main campus is located outside of a Designated Institution's identified service region but which, pursuant to a Memorandum of Understanding, offers Regional Programs in the Designated Institution's primary service region, or (ii) an institution not assigned a Statewide Program Responsibility which, pursuant to a Memorandum of Understanding with the institution assigned the Statewide Program Responsibility, offers and delivers a statewide educational program.

e.d. Service Region Program shall mean an educational program identified by the Board to be delivered by a Designated Institution within its respective service region that meets regional educational and workforce needs.

d.e. Service Region Program Responsibility shall mean an institution's responsibility to offer and deliver a Service Region Program to meet regional educational and workforce needs in its primary service region as defined in subsection 2.b.ii. 1) and 2) below. Service Region Program Responsibilities are assigned to the Designated Institution in each service region, but may be offered and delivered by Partnering Institutions in accordance with the procedures outlined in this policy.

e.f. Statewide Program shall mean an educational program identified by the Board to be delivered by a particular institution which meets statewide educational and workforce needs. Lewis-Clark State College, Eastern Idaho Technical College, North Idaho College, College of Southern Idaho, and College of Western Idaho do not have Statewide Program Responsibilities.

f.g. Statewide Program Responsibility shall mean an institution's responsibility to offer and deliver a Statewide Program in all regions of the state. Statewide Program Responsibilities are assigned to a specific institution by the Board, taking into account the degree to which such program is uniquely provided by the institution.

2. Planning and Delivery Process and Requirements

a. Planning

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i. Five-Year Plan

The Board staff shall, using the Institution Plans submitted, create and maintain a rolling five (5) year academic plan (Five-Year Plan) which includes all current and proposed institution programs. The Five-Year Plan shall be approved by the Board ~~every two years~~annually at its August Board meeting.

ii. Institution Plan

Each institution shall, in accordance with a template to be developed by the Board's Chief Academic Officer, create and submit to Board staff a rolling five (5) year academic plan, to be updated ~~every two years~~annually, that describes all current and proposed programs and services to be offered in alignment with each institution's Statewide and Service Region Program Responsibilities (the Institution Plan). Institution Plans shall be developed pursuant to a process of collaboration and communication with the other institutions in the state.

1) Statewide Programs Institution Plan

Institutions assigned a Statewide Program Responsibility shall plan for and determine the best means to deliver such program. Each institution assigned a Statewide Program Responsibility shall include in its Institution Plan all currently offered and proposed programs necessary to respond to the workforce and educational needs of the state relating to such Statewide Program Responsibilities. ~~At a minimum, for new Statewide Programs anticipated to be offered within three (3) years of approval of the Institution Plan, e~~Each Institution Plan shall include the following information for proposed Statewide programs:

- ~~• A needs assessment to include a minimum of the timeline for delivery of the program, a summary of the anticipated costs of delivery and resources, including facility needs and costs pursuant to guidelines developed by the Board's Chief Academic Officer.~~
- A description of the Statewide Programs to be delivered throughout the state and the anticipated resources to be employed.
- A description of the Statewide Programs ~~offered, or~~ to be offered, by a Designated or Partnering Institution.
- A summary of the ~~terms of~~ Memoranda of Understanding (MOU's), if any, to be entered into with Partnering Institutions pursuant to Subsection 2.b.iii. below.

2) Service Region Programs Institution Plan

It is the responsibility of the Designated Institution to plan for and determine the best means to deliver Service Region Programs that respond to the

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educational and workforce needs of its service region. If, in the course of developing or updating its Institution Plan, the Designated Institution identifies a need for the delivery of a program within its service region, and the Designated Institution is unable to provide the program, then the Designated Institution shall coordinate with a Partnering Institution (including institutions with Statewide Program Responsibilities if applicable) located outside of the service region to deliver the program in the service region. The Institution Plan developed by a Designated Institution shall include ~~at a minimum~~ the following:

- ~~The ongoing and future workforce and educational needs of the region.~~
- A description of the proposed academic programs to be delivered in the service region, or outside of the service region, by the Designated Institution and the anticipated resources to be employed.
- A description of proposed programs ~~offered, or~~ to be offered, in the service region by Partnering Institutions, including any anticipated transition of programs to the Designated Institution.
- A description of proposed Statewide Programs to be offered in the service region by an institution with Statewide Program Responsibilities, or by the Designated Institution in coordination with the institution holding the Statewide Program Responsibility.
- A summary of ~~the terms of proposed~~ MOU's, if any, to be entered into between the Designated Institution and any Partnering Institutions in accordance with Subsection 2.b.iii. below. ~~If it is anticipated that the program shall be offered within three (3) years of approval of the Institution Plan, the description shall include a summary of the anticipated costs of delivery and the resources and support required for delivery of the programs, including facility needs and costs.~~

3) Institution Plan Updates

~~Every two years, on a schedule to be developed by the Board's Chief Academic Officer,~~ Institution Plans shall be updated and submitted to Board staff annually as follows:

- Preliminary Institution Plans shall be developed according to a template provided by the Board's Chief Academic Officer and submitted to the Council for Academic Affairs and Programs (CAAP) for review, discussion and coordination ~~at least sixty (60) days prior to submitting to Board staff~~ annually in April.
- Following review by CAAP, Institution Plans shall be submitted to Board

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staff. Upon submission of the Institution Plans to Board staff, the Board’s Chief Academic Officer shall review the Institution Plans for the purpose of optimizing collaboration and coordination among institutions, ensuring efficient use of resources, and avoiding unnecessary duplication of programs.

- In the event the Board’s Chief Academic Officer recommends material changes, he/she shall work with the institutions and then submit those recommendations to CAAP for discussion prior to submission to the Board for inclusion in the Five-Year Plan.
- The Board’s Chief Academic Officer shall then provide ~~his/her~~ their recommendations to the Board for enhancements, if any, to the Institution Plans at a subsequent Board meeting. ~~Every two years t~~The Board shall approve the Institution Plans annually through the Five-Year Plan submitted by Board staff. Board approval of Institution Plans acts as a roadmap for institutional planning and does not constitute Board approval of a program. Institutions are still required to follow the standard program approval process as identified in Board Policy Section III.G to gain program approval.

b. Delivery of Programs

i. Statewide Program Delivery

The Board has established statewide program responsibilities for the following institutions. This statewide program list shall be reviewed for alignment by the Board every two years ~~concurrently with the update to the five-year plan~~.

Boise State University shall have responsibility to assess and ensure the statewide delivery of all educational programs in the following degree program areas:

Program Name	Degrees
Public Policy	M.S., Ph.D.
Public Administration	Ph.D.
Community & Regional Planning	M.C.R.P., Ph.D.
Social Work (Region V-VI —shared with ISU)	M.S.W.
Social Work	Ph.D.

Idaho State University shall have responsibility to assess and ensure the statewide delivery of all educational programs in the following degree program areas:

Program Name	Degrees
Audiology	Au.D., Ph.D.
Physical Therapy	D.P.T., Ph.D.
Occupational Therapy	M.O.T.
Pharmaceutical Science	M.S., Ph.D.

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Program Name	Degrees
Pharmacy Practice	Pharm.D.
Nursing (Region III shared w/ BSU)	M.S., D.N.P.
Nursing	Ph.D.
Physician Assistant	M.P.A.S.
Speech Pathology	M.S.
Deaf Education	M.S.
Educational Interpreting	B.S.
Health Education	M.H.E.
Public Health	M.P.H.
Health Physics	B.S., M.S., Ph.D.
Dental Hygiene	B.S., M.S.
Medical Lab Science	B.S., M.S.
Clinical Psychology	Ph.D.

University of Idaho shall have responsibility to assess and ensure the statewide delivery of all educational programs in the following degree program areas:

Program Name	Degrees
Law	J.D.
Architecture	B.S. Arch., M. Arch.
Integrated Architecture & Design	M.S.
Landscape Architecture	B.S.L.A., M.L.A.
Interior Design	B.I.D., M.S.
Animal & Veterinary Science	B.S.A.V.S.
Animal Science	M.S.
Veterinary Science	D.V.M.
Plant Science	M.S., Ph.D.
Agricultural Economics	B.S.Aq.Econ.
Applied Economics (Agricultural)	M.S.
Food Science	B.S.F.S., M.S., Ph.D.
Forest Resources	B.S.For.Res.
Renewable Materials	B.S.Renew.Mat.
Wildlife Resources	B.S.Wildl.Res.
Fishery Resources	B.S.Fish.Res.
Natural Resource Conservation	B.S.Nat.Resc.Consv.
Rangeland Ecology & Management	B.S.Rangeland.Ecol.Mgmt.
Fire Ecology & Management	B.S.Fire.Ecol.Mgt.
Natural Resource concentrations in: <ul style="list-style-type: none"> <li>• Forest Resources</li> <li>• Renewable Materials</li> <li>• Wildlife Resources</li> <li>• Fishery Resources</li> <li>• Natural Resource Conservation</li> <li>• Rangeland Ecology &amp; Management</li> <li>• Fire Ecology &amp; Management</li> </ul>	M.S., M.N.R., Ph.D.

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ii. Service Region Program Delivery

The Board has established service regions for the institutions based on the six geographic areas identified in Section 33-2101, Idaho Code. A Designated Institution shall have the Service Region Program Responsibility to assess and ensure the delivery of all educational programs and services necessary to meet the educational and workforce needs within its assigned service region.

1) Academic Service Regions

Region I shall include the area within Area No.1 under Section 33-2101, Idaho Code. Lewis-Clark State College and the University of Idaho are the Designated Institutions serving undergraduate needs. The University of Idaho is the Designated Institution serving the graduate education needs.

Region II shall include the area within Area No.2 under Section 33-2101, Idaho Code. Lewis-Clark State College is the Designated Institution serving undergraduate needs. The University of Idaho is the Designated Institution serving the graduate education needs.

Region III shall include the area within Area No.3 under Section 33-2101, Idaho Code. Boise State University is the Designated Institution serving undergraduate and graduate education needs.

Region IV shall include the area within Area No.4 under Section 33-2101, Idaho Code. Idaho State University is the Designated Institution serving undergraduate and graduate needs; with the exception that Boise State University will meet undergraduate and graduate business program needs.

Region V shall include the area within Area No.5 under Section 33-2101, Idaho Code. Idaho State University is the Designated Institution serving undergraduate and graduate education needs.

Region VI shall include the area within Area No.6 under Section 33-2101, Idaho Code. Idaho State University is the Designated Institution serving undergraduate and graduate education needs.

2) Professional Technical Service Regions

Postsecondary professional-technical education is delivered by six (6) institutions, each having responsibility for serving one of the six geographic areas identified in Section 33-2101.

Region I shall include the area within Area No.1 under Section 33-2101, Idaho Code. North Idaho College is the Designated Institution.

Region II shall include the area within Area No.2 under Section 33-2101, Idaho Code. Lewis-Clark State College is the Designated Institution.

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Region III shall include the area within Area No.3 under Section 33-2101, Idaho Code. College of Western Idaho is the Designated Institution

Region IV shall include the area within Area No.4 under Section 33-2101, Idaho Code. College of Southern Idaho is the Designated Institution.

Region V shall include the area within Area No.5 under Section 33-2101, Idaho Code. Idaho State University is the Designated Institution.

Region VI shall include the area within Area No.6 under Section 33-2101, Idaho Code. Eastern Idaho Technical College is the Designated Institution.

3) Program Offerings by Partnering Institutions

If a Partnering Institution (other than an institution with Statewide Program Responsibilities) identifies a Service Region Program not identified, or anticipated to be identified, in a Designated Institution's Plan, and the Partnering Institution wishes to offer such program in the Designated Institution's service region, then the Partnering Institution may communicate with the Designated Institution for the purpose of allowing the Partnering Institution to deliver such program in the service region and to include the program in the Designated Institution's Plan. In order to include the program in the Designated Institution's Plan, the Partnering Institution must demonstrate the need within the service region for delivery of the program, as determined by the Board (or by the Administrator of the Division of Professional-Technical Education in the case of professional- technical level programs). In order to demonstrate the need for the delivery of a program in a service region, the Partnering Institution shall complete and submit to the Chief Academic Officer of the Designated Institution, to CAAP and to Board staff, in accordance with a schedule to be developed by the Board's Chief Academic Officer, the following:

- A study of business and workforce trends in the service region indicating anticipated, ongoing demand for the educational program to be provided.
- A survey of potential students evidencing demand by prospective students and attendance sufficient to justify the short-term and long- term costs of delivery of such program.
- A complete description of the program requested to be delivered, including a plan for the delivery of the program, a timeline for delivery of the program, the anticipated costs of delivery, the resources and support required for delivery (including facilities needs and costs), and program syllabuses.

4) Designated Institution's First Right to Offer a Program



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In the event the Partnering Institution has submitted the information set forth above to the Board's Chief Academic Officer) for inclusion in the Designated Institution's Plan, and a need is demonstrated by the Partnering Institution for such program in the service region, as determined by the Board (or by the Administrator for the Division of Professional Technical Education in the case of professional-technical level programs), or prior to the submission of an updated Institution Plan by the Designated Institution, it is determined by the Board that an emergency need has arisen for such program in the service region the Designated Institution shall have a first right to offer such program.

The Designated Institution must within six (6) months (three (3) months in the case of associate level or professional-technical level programs) of receiving the request from a Partnering Institution to offer said program determine whether it will deliver such program on substantially the same terms (with respect to content and timing) described by the Partnering Institution. In the event the Designated Institution determines not to offer the program, the Partnering Institution may offer the program according to the terms stated, pursuant to an MOU to be entered into with the Designated Institution. If the Partnering Institution materially changes the terms and manner in which the program is to be delivered, the Partnering Institution shall provide written notice to the Chief Academic Officer of the Designated Institution and to the Board's Chief Academic Officer of such changes and the Designated Institution shall be afforded the opportunity again to review the terms of delivery and determine within three (3) months of the date of notice whether it will deliver such program on substantially the same terms.

iii. ~~Memorandums~~ Memoranda of Understanding

~~A memorandum of understanding (MOU) is an agreement between two or more institutions offering programs within the same service region that details how such programs will be delivered in a collaborative manner. An MOU is intended to provide specific, practical details that build upon what has been provided in each Institution's Plan. When a service region is served by more than one institution, an MOU shall be developed between such institutions as provided herein and submitted to the Board's Chief Academic Officer for review and approval by the Board prior to entering into such agreements. Each MOU shall be entered into based on the following guidelines, unless otherwise approved by the Board.~~

If an institution with Statewide Program Responsibility has submitted the information set forth in Subsection 2.a.ii. above to a Designated Institution and Board staff in a timely manner (as determined by the Board's Chief Academic Officer) for inclusion in the Designated Institution's Plan, then the Designated Institution shall identify the program in its Institution Plan and enter into an MOU with the institution with Statewide Program Responsibility in accordance with this

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policy. If, prior to the submission of an updated Institution Plan by the Designated Institution, it is determined by the Board that an emergency need has arisen for such program in the service region, then upon Board approval the institution with Statewide Program Responsibility and the Designated Institution shall enter into an MOU for the delivery of such program in accordance with the provisions of this policy.

iv. Facilities

For programs offered by a Partnering Institution (whether an institution with Statewide Program Responsibilities, or otherwise) within a municipal or metropolitan area that encompasses the campus of a Designated Institution, the Partnering Institution's programs offerings shall be conducted in facilities located on the campus of the Designated Institution to the extent the Designated Institution is able to provide adequate and appropriate property or facilities (taking into account financial resources and programmatic considerations), or in facilities immediately adjacent to the campus of the Designated Institution. Renting or building additional facilities shall be allowed only upon Board approval, based on the following:

- The educational and workforce needs of the local community demand a separate facility at a location other than the campus of the Designated Institution or adjacent thereto as demonstrated in a manner similar to that set forth in Subsection 2.b.ii.13) above, and
- The use or development of such facilities are not inconsistent with the Designated Institution's Plan.

Facilities rented or built by a Partnering Institution (whether an institution with Statewide Program Responsibilities, or otherwise) on, or immediately adjacent to, the "main" campus of a Designated Institution may be identified (by name) as a facility of the Partnering Institution, or, if the facility is rented or built jointly by such institutions, as the joint facility of the Partnering Institution and the Designated Institution. Otherwise, facilities utilized and programs offered by one or more Partnering Institutions within a service region shall be designated as "University Place at (name of municipality)."

For programs offered by a Partnering Institution (whether an institution with Statewide Program Responsibilities, or otherwise) within a municipality or metropolitan area encompassing a campus of a Designated Institution, to the extent programmatically possible, auxiliary services (including, but not limited to, bookstore, conference and other auxiliary enterprise services) and student services (including, but not limited to, library, information technology, and other auxiliary student services) shall be provided by the Designated Institution. To the extent programmatically appropriate, registration services shall also be provided by the Designated Institution. It is the goal of the Board that a uniform system of registration ultimately be developed for all institutions

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governed by the Board. The Designated Institution shall offer these services to students who are enrolled in programs offered by the Partnering Institution in the same manner, or at an increased level of service, where appropriate, as such services are offered to the Designated Institution's students. An MOU between the Designated Institution and the Partnering Institution shall outline how costs for these services will be allocated.

v. Duplication of Courses

If courses necessary to complete a Statewide Program are offered by the Designated Institution, they shall be used and articulated into the Statewide Program.

vi. Program Transitions

Institutions with Statewide Program or Service Region Program Responsibilities may plan and develop the capacity to offer a program within a service region where such program is currently being offered by another institution (the Withdrawing Institution) as follows:

- 1) The institution shall identify its intent to develop the program in the next update of its Institution Plan. The institution shall demonstrate its ability to offer the program through the requirements set forth in Subsection 2.b.ii.3) above.
- 2) Except as otherwise agreed between the institutions pursuant to an MOU, the Withdrawing Institution shall be provided a minimum three (3) year transition period to withdraw its program. If the Withdrawing Institution wishes to withdraw its program prior to the end of the three (3) year transition period, it may do so but in no event earlier than two (2) years from the date of notice (unless otherwise agreed). The Withdrawing Institution shall enter into a transition MOU with the institution that will be taking over delivery of the program that includes an admissions plan between the institutions providing for continuity in student enrollment during the transition period.

vii. Discontinuance of Programs

Unless otherwise agreed between the applicable institutions pursuant to an MOU, if, for any reason, (i) a Designated Institution offering programs in its service region that supports a Statewide Program of another institution, (ii) a Partnering Institution offering programs in the service region of a Designated Institution, or (iii) an institution holding a Statewide Program Responsibility offering Statewide Programs in the service region of a Designated Institution, wishes to discontinue offering such program(s), it shall use its best efforts to provide the institution with Statewide or Service Region Program Responsibility, as appropriate, at least one (1) year's written notice of withdrawal, and shall also submit the same written notice to the Board and to oversight and advisory

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councils. In such case, the institution with Statewide or Service Region Program Responsibilities shall carefully evaluate the workforce need associated with such program and determine whether it is appropriate to provide such program. In no event will the institution responsible for the delivery of a Statewide or Service Region Program be required to offer such program (except as otherwise provided herein above).

3. Existing Programs

Programs being offered by a Partnering Institution (whether an institution with Statewide Program Responsibilities, or otherwise) in a service region prior to July 1, 2003, may continue to be offered pursuant to an MOU between the Designated Institution and the Partnering Institution, subject to the transition and notice periods and requirements set forth above.

4. Oversight and Advisory Councils

The Board acknowledges and supports the role of oversight and advisory councils to assist in coordinating, on an ongoing basis, the operational aspects of delivering programs among multiple institutions in a service region, including necessary resources and support and facility services, and the role of such councils in interacting and coordinating with local and regional advisory committees to address and communicate educational needs indicated by such committees. Such interactions and coordination, however, are subject to the terms of the MOU's entered into between the institutions and the policies set forth herein.

5. Resolutions

All disputes relating to items addressed in this policy shall be forwarded to the Board's Chief Academic Officer for review. The Board's Chief Academic Officer shall prescribe the method for resolution. The Board's Chief Academic Officer may forward disputes to CAAP and if necessary make recommendation regarding resolution to the Board. The Board will serve as the final arbiter of all disputes.

6. Exceptions

a. This policy is not applicable to programs for which 90% or more of all activity is required or completed online, or dual credit courses for secondary education.

b. This policy also does not apply to courses and programs specifically contracted to be offered to a private, corporate entity. However, in the event that an institution plans to contract with a private corporate entity (other than private entities in the business of providing educational programs and course) outside of their Service Region, the contracting institution shall notify the Designated Institutions in the Service Region and institutions with Statewide Program Responsibilities, as appropriate. If the corporate entity is located in a municipality that encompasses the campus of a Designated Institution, the Board encourages the contracting institution to include

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and draw upon the resources of the Designated Institution insomuch as is possible.

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**SUBJECT**

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

**REFERENCE**

February 27, 2014	The Board approved the Second Reading of proposed new Policy III.N, General Education.
April 17, 2014	The Board approved the second reading of proposed new Policy III.N, General Education.
January 22, 2015	The Board approved a waiver to Board Policy III.N.4.a as it applies to Associate of Applied Science Degrees for the 2015-2016 academic year.
April 16, 2015	The Board approved the first reading of proposed amendments to Board Policy III.N.

**APPLICABLE STATUTES, RULE OR POLICY**

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

**BACKGROUND / DISCUSSION**

The Board approved the first reading of proposed amendments to Board Policy III.N at their April 2015 meeting. The proposed amendments clarified the statewide general education framework and addressed questions that arose during the GEM stamping process of courses.

Proposed changes also included the expansion of the statewide General Education Committee to include a representative from the Division of Professional-Technical Education as well as a member of the Registrars Council as an ex-officio member

There were no additional amendments made between the first and second reading of this policy.

**IMPACT**

Approval of the proposed amendments will provide increased uniformity to the general education framework by removing the variance in credit requirements triggered by placement in written communication courses. Additionally, proposed language additions and deletions will ensure more uniform interpretation of expectations across campuses as well as ensure the statewide General Education committee includes key stakeholders.

**ATTACHMENTS**

Attachment 1 – Board Policy III.N, General Education – Second Reading Page 3

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**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BOARD ACTION**

I move to approve the Second Reading of the proposed amendments to Board Policy III.N, General Education as presented, effective Fall 2015.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_



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

**April 2015**

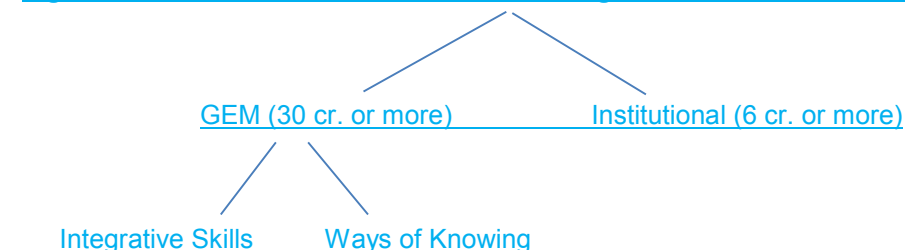
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In our rapidly-changing world, students need to understand how knowledge is generated and created. They need to adapt to new knowledge and opportunities as they arise, as well as effectively communicate and collaborate with increasing diverse communities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

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

1. The state of Idaho's General Education framework for Associate of Arts, Associate of Science, and Baccalaureate degrees, outlined below in Figure One, shall be:
  - a. The General Education curricula must be thirty-six (36) credits or more.
  - b. ~~Twenty-seven (27) to thirty (30) credits~~ or more of the General Education curricula ~~(dependent upon Written Communication placement)~~ must fit within the General Education Matriculation (GEM) competency areas defined in subsection 4.
  - c. Six (6) ~~to nine (9)~~ or more credits of the General Education curricula are reserved for institutions to ~~create competency areas that~~ address the specific mission and goals of the institution. For this purpose, institutions may create new competency areas or they may choose to count additional credits from GEM competencies. Courses in these competency areas shall Regardless, these institutionally designated credits must have learning outcomes linked to Association of American Colleges and Universities (AAC&U) Essential Learning Outcomes.

**Fig. 1: General Education framework reflecting AAC&U Essential Learning Outcomes**



2. The intent of the General Education framework is to:
  - a. Establish statewide competencies that guide institutions' determination of courses that will be designated as GEM courses;

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- b. Establish shared rubrics that guide course/general education program assessment; and
  - c. Create a transparent and seamless transfer experience for undergraduate students.
3. There are six (6) [General Education Matriculation \(GEM\)](#) competency areas. The first two [\(2\)](#) emphasize *integrative skills* intended to inform the learning process throughout General Education and major. The final four [\(4\)](#) represent *ways of knowing* and are intended to expose students to ideas and engage them in a broad range of active learning experiences. Those competencies are:
- a. Written Communication
  - b. Oral Communication
  - c. Mathematical Ways of Knowing
  - d. Scientific Ways of Knowing
  - e. Humanistic and Artistic Ways of Knowing
  - f. Social and Behavioral Ways of Knowing
4. GEM courses in each area shall include the following competencies.
- a. Written Communication: Upon completion of a course in this category, students are able to demonstrate the following competencies.
    - i. Use flexible writing process strategies to generate, develop, revise, edit, and proofread texts.
    - ii. Adopt strategies and genre appropriate to the rhetorical situation.
    - iii. Use inquiry-based strategies to conduct research that explores multiple and diverse ideas and perspectives, appropriate to the rhetorical context.
    - iv. Use rhetorically appropriate strategies to evaluate, represent, and respond to the ideas and research of others.
    - v. Address readers' biases and assumptions with well-developed evidence-based reasoning.
    - vi. Use appropriate conventions for integrating, citing, and documenting source material as well as for surface-level language and style.
    - vii. [Read, interpret, and communicate key concepts in writing and rhetoric.](#)
  - b. Oral Communication: Upon completion of a course in this category, students are able to demonstrate at least five (5) of the following competencies.
    - i. Research, discover, and develop information resources and structure verbal messages to increase knowledge and understanding.
    - ii. Research, discover, and develop evidence-based reasoning and persuasive appeals for influencing attitudes, values, beliefs, or behaviors.
    - iii. Understand interpersonal rules, roles, and strategies in varied contexts.
    - iv. Effectively listen and adapt verbal messages to the personal, ideological, and emotional perspectives of the audience.
    - v. Employ effective verbal and nonverbal behaviors that support communication goals.
    - vi. Effectively recognize and critically evaluate the reasoning, evidence, and communication strategies of self and others.

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- c. **Mathematical Ways of Knowing:** Upon completion of a course in this category, a student is able to demonstrate the following competencies.
  - i. Read, interpret, and communicate mathematical concepts.
  - ii. Represent and interpret information/data.
  - iii. Select, execute and explain appropriate strategies/procedures when solving mathematical problems.
  - iv. Apply quantitative reasoning to draw and support appropriate conclusions.
  
- d. **Scientific Ways of Knowing:** Upon completion of a course in this category, a student is able to demonstrate at least four (4) of the following competencies.
  - i. Apply foundational knowledge and models of a natural or physical science to analyze and/or predict phenomena.
  - ii. Understand the scientific method and apply scientific reasoning to critically evaluate arguments.
  - iii. Interpret and communicate scientific information via written, spoken and/or visual representations.
  - iv. Describe the relevance of specific scientific principles to the human experience.
  - v. Form and test a hypothesis in the laboratory or field using discipline-specific tools and techniques for data collection and/or analysis.
  
- e. **Humanistic and Artistic Ways of Knowing:** Upon completion of a course in this category, students are able to demonstrate at least five (5) of the following competencies.
  - i. Recognize and describe humanistic, historical, or artistic works within problems and patterns of the human experience.
  - ii. Distinguish and apply terminologies, methodologies, processes, epistemologies, and traditions specific to the discipline(s).
  - iii. Perceive and understand formal, conceptual, and technical elements specific to the discipline.
  - iv. Analyze, evaluate, and interpret texts, objects, events, or ideas in their cultural, intellectual or historical contexts.
  - v. Interpret artistic and/or humanistic works through the creation of art or performance.
  - vi. Develop critical perspectives or arguments about the subject matter, grounded in evidence-based analysis.
  - vii. Demonstrate self-reflection, intellectual elasticity, widened perspective, and respect for diverse viewpoints.
  
- f. **Social and Behavioral Ways of Knowing:** Upon completion of a course in this category, students are able to demonstrate at least four (4) of the following competencies.
  - i. Demonstrate knowledge of the theoretical and conceptual frameworks of a particular Social Science discipline.
  - ii. Develop an understanding of self and the world by examining the dynamic interaction of individuals, groups, and societies as they shape and are shaped by history, culture, institutions, and ideas.
  - iii. Utilize Social Science approaches, such as research methods, inquiry, or problem-solving, to examine the variety of perspectives about human experiences.

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- iv. Evaluate how reasoning, history, or culture informs and guides individual, civic, or global decisions.
- v. Understand and appreciate similarities and differences among and between individuals, cultures, or societies across space and time.

5. General Education Requirement

- a. This subsection applies to Associate of Arts, Associate of Science, and Baccalaureate degrees. [For the purpose of this policy, disciplines are indicated by courses prefixes.](#)

General Education curricula must reflect the following credit distribution:

Competency Area	Minimum Credits
Written Communication	<del>3 to 6 (depending on placement)</del>
Oral Communication	2
Mathematical Ways of Knowing	3
Scientific Ways of Knowing	7 (from two different disciplines with at least one laboratory or field experience)
Humanistic and Artistic Ways of Knowing	6 (from two different disciplines)
Social and Behavioral Ways of Knowing	6 (from two different disciplines)
Institutionally-Designated <a href="#">Credits</a> <a href="#">Competency Areas</a>	<del>6 to 9 (depending on Written Communication placement)</del>

- i. GEM courses are designed to be broadly accessible to students regardless of major, thus college-level and non-GEM pre-requisites to GEM courses should be avoided unless deemed necessary by the institution.
- ii. Additional GEM courses, beyond the General Education curricula, may be required within the major for degree completion.

- b. This subsection pertains to Associate of Applied Science [\(AAS\)](#) degrees.

- i. The General Education curricula for the AAS degree must contain a minimum of fifteen (15) credits, so distributed in the following areas:

Competency Area	Minimum Credits
Written Communication	3
Oral Communication	3
Mathematical Ways of Knowing	3
Social and Behavioral Ways of Knowing	3
<del>Institutionally-Designated Competency Areas</del> <a href="#">Any General Education course</a>	3

- c. [GEM courses are transferable as meeting the GEM requirement at any institution pursuant to Board policy Section III.V.](#)

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

- a. GEM courses are developed by faculty and approved via the curriculum approval process of the institution delivering the courses. ~~Those courses are transferable as~~

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~~meeting the GEM requirements at any Idaho public institution.~~ Faculty discipline groups representing all ~~public postsecondary~~ institutions shall meet at least annually to ensure consistency and relevance of General Education competencies related to their discipline.

- b. The ~~State~~ General Education Committee (~~The GEM~~ Committee): The GEM Committee, ~~established by the Board,~~ shall consist of a representative from each of the eight public postsecondary institutions appointed by the Board; a representative from the Division of Professional-Technical Education; and, as an ex officio member, a representative from the Idaho Registrars Council. To ensure ~~transferability~~alignment with AAC&U Essential Learning Outcomes and subsection 1, the Committee shall meet at least annually to reviews the competencies and rubrics ~~for institutionally designated General Education categories; final approval resides with the Board of the General Education framework for each institution.~~ GEM Committee ~~membership and~~ duties are prescribed by the Board.
- c. The ~~eight (8) public postsecondary~~ institutions shall identify all ~~GEM~~ General Education courses in their curricula and identify them on the state transfer web portal.

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**SUBJECT**

Repeal Board Policy III.O, Curriculum Equivalency Schedules – Second Reading

**REFERENCE**

August 2007

The College of Western Idaho was added to applicable Board Policy Sections.

April 2015

The Board approved the first reading of proposed amendment to repeal Board Policy III.O, Curriculum Equivalency Schedules.

**APPLICABLE STATUTES, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section III.O, Curriculum Equivalency Schedules

**BACKGROUND/DISCUSSION**

The General Education Committee reviewed existing Board Policy III.O at their November 2014 meeting and determined that most of the language was not necessary as it is addressed in Board Policy III.N General Education. The Committee recommended including language in Board Policy III.N. that encourages the inclusion of Idaho's private institutions in the curriculum equivalency schedules developed by the college and universities.

**IMPACT**

The proposed amendment to repeal Board Policy III.O will create efficiencies in Postsecondary Affairs policies.

**ATTACHMENTS**

Attachment 1 – Board Policy III.O – Second Reading

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

There were no additional amendments made between the first and second reading of this policy. Staff determined that the language recommending the inclusion of private institutions to curriculum equivalency schedules did not provide any meaningful directive. The creation of the new statewide transfer web portal – [www.IDtransfer.org](http://www.IDtransfer.org) – may, in the future, incorporate the curriculum equivalency schedules of some private institutions.

Board staff recommends Board Policy III.O be repealed.

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**BOARD ACTION**

I move to approve the Second Reading of amendments to Board Policy III.O, Curriculum and Equivalency Schedules, repealing the section in its entirety.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_



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**Idaho State Board of Education  
GOVERNING POLICIES AND PROCEDURES  
SECTION: III. POSTSECONDARY AFFAIRS  
O. Curriculum Equivalency Schedules**

**August 2007**

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~~Boise State University, Idaho State University, Lewis-Clark State College, and the University of Idaho will identify the institutional lower division general education requirements for the baccalaureate degree that are equivalent and those that are not equivalent to said requirements at each of Idaho's four-year public institutions. Further, the college and universities will each identify the lower division general education requirements for the baccalaureate degree that are equivalent and those that are not equivalent to the Associate of Arts and Associate of Science degree requirements at the College of Southern Idaho, North Idaho College and the College of Western Idaho. The Board also encourages the inclusion of Idaho's private institutions in the curriculum equivalency schedules developed by the college and universities. The equivalency schedules will be updated and distributed annually prior to fall semester pre-registration.~~

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**SUBJECT**

Board Policy III.S, Developmental and Remedial Education – Second Reading

**REFERENCE**

August 2007	The Board approved second reading of changes to Board Policy III.S.
June 2012	The Board approved the Complete College Idaho Plan.
April 2015	The Board approved the first reading of changes to Board Policy III.S.

**APPLICABLE STATUTES, RULE OR POLICY**

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

**BACKGROUND/DISCUSSION**

The Board approved the first reading of proposed changes at the April 2015 regular Board meeting. These changes updated definitions and incorporated the three (3) Board approved forms of remedial education.

Between the first and second reading, minor technical changes were made and a reporting requirement was added for institutions that choose to pilot a remedial education model other than the three (3) approved models.

**IMPACT**

Adoption of this policy would bring this policy into alignment with the Board's remedial education reform efforts, current practices, and expectations in remedial education. Under these changes, the Board would receive an annual report on the effectiveness of remedial education efforts.

**ATTACHMENTS**

Attachment 1 – Board Policy III.S, Remedial Education – 2<sup>nd</sup> Reading Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

At the April 2015 Board meeting, questions were raised by the Board regarding the deletion of policy language concerning diagnostic testing for reading and natural sciences. The Board also inquired about the rationale for the deletion of other sections of policy. The following provides responses to address those questions:

- The deletion of required diagnostic testing (Section 4.a) in areas where there are no reliable tools for reading or there is too little need to justify the mandate such as for natural sciences.
- The deletion of mandatory review courses (Section 4.b) which is based on the old model of where remedial education is delivered in semester-based sequencing. Reforms have sought to get away from historical sequencing.

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- The deletion of the now redundant requirement (Section 4.c) that remedial education aims to use technology to provide individualized approaches.

Staff recommends approval.

**BOARD ACTION**

I move to approve the Second Reading of proposed amendments to Board Policy III.S. Remedial Education 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: S. ~~Development and~~ Remedial Education

~~August 2007~~ June 2015

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1. Coverage

All students at the University of Idaho, Idaho State University, Boise State University, Lewis-Clark State College, College of Southern Idaho, North Idaho College, the College of Western Idaho and Eastern Idaho Technical College are included in this subsection.

2. Definitions

~~It is worth noting that what the general public refers to as “remedial education” is often also defined as “developmental education” by the academic community. The State Board of Education believes that a distinction can be made between the two terms.~~

~~Developmental education (review courses) is aimed at developing the diverse talents of students, both academic and nonacademic. It is designed to develop strengths as well as to review previous curricular areas of students who have not been involved in postsecondary education for some time. Developmental education implies improvements (i.e., review) of a student’s skills and knowledge deemed necessary to enter a particular course of study or program in order to ensure a greater likelihood of success.~~

a. Accelerated Model means a combined delivery series model whereby remedial content is embedded into credit bearing courses.

b. Co-Requisite Model a delivery model whereby remedial instruction is delivered alongside college level content.

b.c. Emporium Model a delivery model whereby remedial education is delivered in a computer lab setting where students receive individualized instruction from faculty and engagement with technology based programs.

d. Remedial Courses means courses numbered below 100.

e.e. Remedial Education, for purposes of this policy, is defined as a means a duplication of a secondary program/course and support services in basic academic skills to prepare students for college level coursework. Remediation usually involves recent high school graduates or those students who did not complete their secondary curriculum. Further, these students have little probability of success without first developing special skills and knowledge through remedial course work.

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3. The State Board of Education has approved the following models for delivering remedial education: Accelerated, Co-Requisite, and Emporium. Institutions may pilot the use of additional delivery models provided the models implemented allow students to enter a credit bearing course in the first year of study and are evidence based; evidence need not be Idaho specific. Institutions choosing to exercise this pilot option shall notify both the Council on Academic Affairs and Programs and the Instruction, Research, and Student Affairs Committee of:

a. their intent to pilot a new delivery model; and

b. the results of said pilot.

~~3. Philosophy~~

~~Meeting the need for developmental education and remedial education is a function of Idaho's higher education system.~~

~~Regardless of upgraded secondary school graduation requirements or more rigorous admission standards, there will be students in the college and universities who have chosen not to enter the postsecondary system after graduation from high school, or who exhibit deficiencies in certain basic academic skills.~~

~~Thus, in the future, review courses will be directed primarily toward students who have a potential for success but have been away from school for some time. With the acceptance of such a reality, the college or universities have an obligation to provide review courses for those individuals in need of developmental instruction. Further, the role of the college and universities in remedying basic academic deficiencies and reinforcing those cognitive abilities necessary for likely success is justified, particularly when for some it determines whether or not they become productive citizens.~~

4. Policy

- ~~a. The college and universities will establish~~Each institution shall maintain a mechanism for diagnostic testing in English language arts, reading, and mathematics, and natural sciences, and provide ~~the opportunity for~~ corrective measures.

~~b. The college and universities will provide review courses for those individuals in need of developmental instruction.~~

~~c. The college and universities should determine the feasibility of developing individualized approaches (using available technology) as an alternate delivery system in responding to developmental and remedial education needs of students.~~

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~~—d. Students with identified postsecondary weaknesses should be limited in the number of credits taken during the first semester of the freshman year and furthermore should be the beneficiaries of special support and advisement tailored to their particular needs.~~

~~e5. Developmental and Credits earned in remedial courses will not apply toward the requirements for graduation a certificate or degree. Remedial course credits may be counted towards the completion of a technical certificate.~~

~~—f. Developmental and Remedial credit hours will be funded in the same manner as other credit hours. Fees for these courses will be the same as academic and professional technical education courses, and the institutions may charge laboratory fees as provided in Section V, Subsection R. Developmental credit hours will be separately identified and reported to the Board.~~

~~56. Institutional Policies Remedial education success rates shall be reported annually to the Board.~~

~~Each institution will develop internal policies and procedures on developmental and remedial education that are consistent with Board policy.~~

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**SUBJECT**

Board Policy III.V, Articulation and Transfer – Second Reading

**REFERENCE**

February 2007	The Board approved the second reading of proposed amendments to Board Policy III.V.
June 2011	The Board approved the first reading of proposed amendments to Board Policy III.V, which reduced the number of general education credits from 16 to 15 credits and updated titles of AAS degree core areas.
August 2011	The Board approved the second reading of proposed amendments to Board Policy III.V.
October 2012	The Board approved the first reading of proposed amendments to Board Policy III.V, which provided flexibility in six credits required of the general education core that are not assigned to a specific discipline.
December 2012	The Board approved the second reading of proposed amendments to Board policy III.V.
April 2015	The Board approved the first reading of proposed amendments to Board Policy III.V.

**APPLICABLE STATUTES, RULE OR POLICY**

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

**BACKGROUND/DISCUSSION**

The Board approved the first reading of proposed amendments to Board Policy III.V at the April 2015 regular Board meeting. The proposed amendments align this policy with Idaho's new, common general education framework adopted through Board Policy III.N in April 2014. Proposed policy amendments also included the removal of the maximum of 70 lower division credit requirement.

**IMPACT**

Approval of proposed amendments will bring Board Policy III.V into alignment with Board Policy III.N and will provide institutions and staff with necessary guidance for articulation and transfer of general education and non-general education courses between postsecondary institutions.

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS  
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**ATTACHMENTS**

Attachment 1 – Board Policy III.V, Articulation and Transfer – 2<sup>nd</sup> Reading Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

At the April Board meeting, the Board inquired if the policy provision concerning acceptance of credit between institutions applied to community colleges. Staff included clarifying language to make it clearer as to which institutions this policy applies. There were no other changes made between the first and second reading of policy.

IRSA reviewed this policy at its April 2, 2015 meeting.

Board staff recommends approval.

**BOARD ACTION**

I move to approve the Second Reading of proposed amendments to Board Policy III. V, Articulation and Transfer as submitted in Attachment 1.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: V. Articulation and Transfer

December June 2015

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

The Statewide General Education Policy, Board Policy III.N, Statewide General Education, outlines Idaho's General Education Framework and establishes guidelines for General Education Matriculated (GEM) curricula across all public postsecondary institutions. Statewide recognition of common GEM competencies creates a transparent and seamless transfer experience for undergraduates as defined in Board Policy III.N.

The transfer of GEM courses is predicated on the acquisition of competencies in broad academic areas. Each institution recognizes the professional integrity of all other public institutions in the acceptance of their general education courses and programs.

1. Statewide Articulation

- a. ~~Associate of Arts and Associate of Science Academic Undergraduate Degrees To facilitate the transfer of students, Boise State University, Idaho State University, Lewis-Clark State College, the University of Idaho, the College of Southern Idaho, North Idaho College, and the College of Western Idaho, shall individually and jointly honor the terms of this statewide articulation policy.~~
  - i. Students who complete requirements for the Associate of Arts or Associate of Science degree at a regionally accredited postsecondary institution in Idaho will be considered as satisfying the lower division general education core requirement, as defined in Board Policy III.N., s and shall be granted junior standing upon transfer to a four-year public institution in Idaho and will not be required to complete any additional lower division general education requirementscore courses subject to the conditions listed below.
  - ii. Students who have completed the 36-credit General Education Framework, as defined in Board Policy III.N, without an Associate of Arts or Associate of Science Degree and Ttransfer students from any in-state or out-of-state academic accredited a regionally accredited postsecondary institution in Idaho who have completed the equivalent of the State Board of Education's general education core for the Associate Degree will not be required to complete additional lower division general education core courses requirements at the receiving institution. However, these students must obtain certification of such completion. Certification of successful completion of the lower division general education core for students who have not completed the Associate of Science or Associate of Arts degree is the responsibility of the transferring institution.

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iii. If a student has completed a GEM course(s) but has not completed the entire General Education Framework or an Associate of Arts or Associate of Science Degree, those GEM courses will be applied towards the associated GEM competency requirements at the receiving institution.

~~This transfer policy will provide for the fulfillment of all general education, lower division core requirements only. It is not intended to meet specific course requirements of unique or professional programs (e.g., engineering, pharmacy, business, etc.). Students who plan to transfer to unique or professional programs should consult with their advisors and make early contact with a program representative from the institution to which they intend to transfer.~~

~~Transfer students who have not completed the Associate of Arts or Associate of Science or the general education core courses will not come under the provision of this articulation policy.~~

~~A maximum of seventy (70) lower division credit hours or one-half of the total credits required for a student's intended baccalaureate degree, whichever is greater, will normally be accepted for transfer from accredited community or junior college.~~

**b. Associate of Applied Science (AAS) Degrees**

i. A student who satisfactorily completes a GEM course(s) as part of the Associate of Applied Science (AAS) degree and then subsequently transfers to another public Idaho postsecondary institution those GEM courses will be applied towards the associated GEM competency of the receiving institution.

ii. A student who completes an AAS degree may pursue an interdisciplinary Bachelor of Applied Science or a Bachelor of Applied Technology degree focused on upper-level academic coursework.

~~Students who complete all or a portion of the State Board of Education's general education coursework for the Associate of Applied Science degree at one of the public postsecondary institutions in Idaho may fully transfer those completed general education core courses into an academic program. However, professional-technical transfer students who have not completed any courses under the general education core will not be covered under the provisions of this articulation policy.~~  
**2. Transfer Associate Degree**

~~The 100 and 200 level general education core requirement must fit within the following thirty (30) credit and course requirements and must have a minimum of thirty six (36) credit hours. The remaining six (6) credits may come from the disciplines listed below, interdisciplinary courses, or foundational program courses.~~

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Interdisciplinary courses integrate coursework from different academic areas and provide students an opportunity to engage in learning through inquiry while drawing on knowledge from multiple fields.

Foundational program courses integrate a disciplinary lens approach to the curriculum, serve as an academic introduction to the kinds of inquiry that are required for college learning, build problem solving skills, and identify student learning outcomes.

State Board of Education General Education Core:

	Required Courses	Minimum Credits
<u>Communications</u> Coursework in this area enhances students' ability to communicate clearly, correctly, logically, and persuasively in spoken English. <u>Disciplines:</u> Speech, Rhetoric, and Debate	4	2
<u>English Composition</u> In meeting this goal, students must be able to express themselves in clear, logical, and grammatically correct written English. Up to six (6) credits may be exempt by ACT, SAT, CLEP or other institution accepted testing procedure. *3 or 6 credit hours depending upon initial placement results.	4	3 to 6*
<u>Behavioral and Social Science</u> Coursework in this area provides instruction in: (1) the history and culture of civilization; (2) the ways political and/or economic organizations, structures and institutions function and influence thought and behavior; and (3) the scientific method as it applies to social science research. <u>Disciplines:</u> Anthropology, Economics, Geography, History, Political Science, Psychology and Sociology. <u>Note:</u> Courses must be distributed over two (2) different disciplines.	2	6
<u>Humanities, Fine Arts, and Foreign Language</u> Coursework in this area provides instruction in: (1) the creative process; (2) history and aesthetic principles of the fine arts; (3) philosophy and the arts as media for exploring the human condition and examining values; and (4) communication skills in a foreign language. <u>Disciplines:</u> Art, Philosophy, Literature, Music, Drama/Theater, and Foreign Languages.	2	6
<u>Natural Science</u> Coursework in this area: (1) provides an understanding of how the biological and physical sciences explain the natural world and (2) introduces the basic concepts and terminology of the natural sciences. <u>Disciplines:</u> Biology, Chemistry, Physical Geography, Geology, and Physics. <u>Note:</u> Courses may be distributed over two (2) different disciplines and must have at least one (1) accompanying laboratory experience.	2	7

	Required Courses	Minimum Credits
<u>Mathematics</u> Coursework in this area is intended to develop logical reasoning processes; skills in the use of space, numbers, symbols, and formulas; and the ability to apply mathematical skills to solve problems. <u>Disciplines:</u> College Algebra, Calculus, Finite Mathematics, and Statistics.	4	3

3. Associate of Applied Science Degree:

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This professional technical degree requires a minimum of 15 credit hours of general education coursework selected from each institution's general education core and is comparable to the general education core of the Associate of Arts (A.A.) and Associate of Science (A.S.) degrees. The courses completed from the general education core of the A.A.S. will be fully transferable to the A.A., A.S., and baccalaureate degrees.

	Required Courses	Minimum Credits
<p><u>a. English/Communication</u> In meeting this goal, students must be able to express themselves in clear, logical, and grammatically correct written English. <u>Disciplines:</u> English 101 required, English 102 or Communication 101; An Applied English or Technical Writing course may be used if found to be comparable to ENGL 102.</p>	2	6
<p><u>Mathematics/Computation</u> Coursework in this area is intended to develop logical reasoning processes; skills in the use of space, numbers, symbols, and formulas; and the ability to apply mathematical skills to solve problems. <u>Disciplines:</u> College Algebra, Calculus, Finite Mathematics and Mathematical Statistics. An Applied Mathematics course may be used if found to be comparable to a traditional mathematics course.</p>	4	3
<p><u>c. Social Science/Human Relations</u> Coursework in this area provides the student with the skills needed for understanding individuals in the work place and the functioning of thought and behavior. <u>Disciplines:</u> Human Relations, Psychology, and Sociology</p>	4	3
<p><u>d. Elective</u> Coursework in this area may come from any general education core requirement as listed in III.V.2.</p>	4	3

2. Authority is delegated to the postsecondary institutions under the Board's governance to evaluate and determine whether to accept equivalent or elective credits on behalf of transferring students within the requirements of section 33-107(6)© and 33-2102, Idaho code and Board Policy III.V.2.c and d. who have earned those credits from any out-of-state accredited institution or from any non-accredited institution, or other educational source. However, if the Board has previously approved credits for courses and programs, those credits are transferable among all Idaho public institutions. Notwithstanding the foregoing, an institution may deny credit transfer to comply with specialized accreditation requirements, or in unique degree requirements. Each institution is responsible for working to facilitate the effective and efficient transfer of students. To that end:
  - a. Institutions shall publish the current curriculum equivalencies of all courses on the state transfer web portal.
  - b. Where patterns of student enrollment are identified between institutions, articulation agreements shall be developed between the institutions.

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c. Non-remedial course credits earned at an institution under the Board's governance, regardless of being a general education credit or not, are transferable to any other institution governed by this policy. under the Board's governance.

d. Academic Ccredits accepted from a regionally accredited institution into an academic program by one institution under the Board's governance are transferable by the studentshall transfer from two- and four-year to four-year institutions as either equivalent or elective credits between to any the other postsecondary institutions governed by this policy under the Board's governance.

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