STATE BOARD OF EDUCATION MEETING October 21-22, 2015 Lewis-Clark State College Williams Conference Center Lewiston, Idaho



Wednesday, October 21st, 2015, 1:00 pm, Lewis-Clark State College, Lewis-Clark State College. Williams Conference Center (4th Street and 9th Avenue)

BOARDWORK

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

WORK SESSION - Planning, Policy & Governmental Affairs

- A. Performance Measure Reports
- B. American Indian Education Strategic Plan

DEPARTMENT OF EDUCATION

- 1. Superintendents' Update
- 2. Schools with Less Than Ten (10) Students
- 3. IDAPA 08.02.03.105 Waiver
- 4. IDAPA 08.02.03.111 Waiver

EXECUTIVE SESSION (closed to the public)

University of Idaho

I move to go into executive session pursuant to section 74-206(1)(b), Idaho Code To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.

Thursday, October 22nd, 2015, 8:00 am, Lewis-Clark State College, Lewis-Clark State College. Williams Conference Center (4th Street and 9th Avenue)

OPEN FORUM

CONSENT AGENDA

BAHR – SECTION II

1. Ednetics, Inc. Telephone Systems Upgrade Contract

IRSA

2. EPSCoR Idaho Committee Appointments

PPGA

- 3. Indian Education Committee Appointments
- 4. State Rehabilitation Council Appointments
- 5. Data Management Council Appointments
- 6. Alcohol Permits President Approved Report

SDE

7. Curricular Materials Committee Appointments

PLANNING, POLICY & GOVERNMENTAL AFFAIRS

- 1. Lewis-Clark State College Annual Progress Report
- 2. Presidents' Council Report
- 3. Idaho Division of Vocational Rehabilitation Annual Progress Report
- 4. Workforce Development Council Annual Report
- 5. Accountability Oversight Committee Recommendations
- 6. IDAPA 08.0203.113, Rewards Waiver
- 7. Expanded Alcohol Service Report
- 8. Boise State University Alcohol Service Basketball Games

AUDIT

1. Selection of Vendor for Auditing Services

BUSINESS AFFAIRS & HUMAN RESOURCES

Section I – Human Resources

- 1. Boise State University Multi-Year Employment Agreement Men's Basketball Head Coach Leon Rice
- 2. Boise State University Multi-Year Employment Agreement Women's Swimming and Diving Head Coach Jeremy Kipp
- Boise State University Multi-Year Employment Agreement Men's Football Defensive Coordinator Marcel Yates
- 4. Boise State University Multi-Year Employment Agreement Women's Gymnastic Co-Head Coach Neil Resnick
- 5. Boise State University Multi-Year Employment Agreement Women's Gymnastic Co-Head Coach Tina Bird
- Idaho State University Men and Women's Cross-Country Head Coach Nate Houle
- 7. Idaho State University Women's Softball Head Coach Candi Letts
- 8. Idaho State University Women's Volleyball Head Coach Fredrick Reynolds

Section II – Finance

- 1. FY 2016 Sources and Uses of Funds
- 2. Amendment to Board Policy Section V.B. Budget Policies First Reading
- Amendment to Board Policy Section V.R. Establishment of Fees First Reading
- 4. Boise State University City Center Project Materials Science Research Center Project – Planning and Design Phase
- 5. Boise State University City Center Project Tenant Improvements

6. North Idaho College - Waiver of Board Policy V.B.10.b.i, Notification of New Eligible Space

INSTRUCTION, RESEARCH & STUDENT AFFAIRS

- 1. Amendment to Board Policy Section III. G. Postsecondary Program Approval and Discontinuance – Second Reading
- 2. Amendment to Board Policy III. P. Students Second Reading
- 3. Amendment to Board Policy Section III.U. Telecommunications Second Reading (Repeal)
- 4. Amendment to Board Policy Section III.Q.4.c. Placement Scores Waiver

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

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1. <u>Agenda Approval</u>

Changes or additions to the agenda

2. <u>Minutes Approval</u>

BOARD ACTION

I move to approve the minutes from the August 12-13, 2015 regular Board Meeting and the September 3, 2015 Special Board meeting as submitted.

3. Rolling Calendar

BOARD ACTION

I move to set October 19-20, 2015 as the date and Lewis-Clark State College as the location for the October 2016 regularly scheduled Board meeting.



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

> DRAFT MINUTES STATE BOARD OF EDUCATION August 12-13, 2015 Idaho State University Meridian Health Science Center 1311 E. Central Drive Meridian, Idaho

Present:

Don Soltman, President Emma Atchley, Vice President Bill Goesling, Secretary Richard Westerberg Sherri Ybarra, State Superintendent Dave Hill Debbie Critchfield Linda Clark

Wednesday, August 12, 2015

The Board met for its regularly scheduled meeting on August 12-13, 2015 at Idaho State University's Meridian Health Science Center in Meridian, Idaho. Board President Don Soltman called the meeting to order at 1:00 pm and introduced new Board member Dr. Linda Clark. Idaho State University President Dr. Art Vailas welcomed the Board to the Meridian campus and gave a warm welcome to the Board, staff, and other guests. He provided a brief background of the vision for the building and the future of the Health Sciences Center.

BOARDWORK

1. Agenda Review / Approval

BOARD ACTION

M/S (Atchley/Hill): To approve the agenda as amended. Ms. Critchfield requested to move SDE Item 3 from the Consent Agenda to the Regular Agenda. The amended motion carried unanimously.

2. Minutes Review / Approval

BOARD ACTION

M/S (Atchley/Goesling): To approve the minutes from the June 17-18, 2015 regular Board meeting, June 23, 2015 special Board meeting, and the July 31, 2015 special Board meeting as submitted. The motion carried unanimously.

3. Rolling Calendar

BOARD ACTION

M/S (Atchley/Westerberg): To set August 10-11, 2016 as the date and Idaho State University as the location for the August 2016 regularly scheduled Board meeting. The motion carried unanimously.

OPEN FORUM

Ms. Karen Echeverria, Executive Director of the Idaho School Board's Association (ISBA), addressed the Board, along with Ms. Robin Nettinga, Executive Director of the Idaho Teacher's Association (ITA). She indicated they are also representing and extending greetings from Rob Winslow, the Executive Director of the Idaho Association of School Administrators (IASA) who was unable to attend today's meeting. Ms. Echeverria pointed out that each of their associations had members on the Governor's Task Force for Improving Education and they support the recommendations that came from that committee, indicating they would continue to work toward seeing those recommendations come to fruition. She indicated they have members from their associations also working on the current Task Force committees and hope to participate in future committees as well. Ms. Echeverria expressed concerns with timely notifications of the current committee meetings and the rulemaking process in place at the State Board office and at the State Department office. She indicated they look forward to meeting regularly with State Board representatives during the legislative session in an effort to speak with one voice to legislators about K-12 schools and students. Ms. Critchfield asked if there is any particular rule they would like to speak to. Ms. Nettinga responded it is regarding the teacher certification rule. Ms. Critchfield indicated that rule is on the Planning and Policy portion of tomorrow's agenda and could be discussed at that time.

WORK SESSION

IRSA

A. Academic Five-year Plans

BOARD ACTION

M/S (Hill/Atchley): To approve the Five-Year Plan as submitted. The motion carried unanimously.

Ms. Patty Sanchez and Dr. Chris Mathias from the Board office provided a report for the Board on the institutions' five-year plans. Ms. Sanchez provided a brief history of Policy III.Z., and reviewed the planning schedule used to arrive to the present stage of the

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plans. She pointed out a work session was held in April with the provosts to review draft plans and discuss any programs that generated discussion amongst the institutions. The five-year plans were provided in detail to the Board within the agenda materials. Ms. Sanchez proceeded with providing an overview for Board members of the five-year plans for each of the institutions.

She pointed out that the University of Idaho (UI), Idaho State University (ISU), Boise State University (BSU), and Lewis-Clark State College (LCSC) all had program prioritization program changes last year which affected the programs shown on their five-year plans. Starting with the UI, there was some discussion about any accreditation issues with moving three years of the UI law school off campus. Dr. Staben responded they are addressing any concerns regarding accreditation. Dr. Goesling asked about a particular program for veterans. Ms. Sanchez responded the program is still in the development stage, and UI added they intend to assist with leadership development training to assist veterans in transitioning to the private sector, and there is presently discussion on how to leverage prior military experience into credit.

Ms. Sanchez reviewed ISU's five-year plan; there were no questions regarding ISU. Ms. Sanchez reviewed BSU's five-year plan, and identified a couple of program concerns which required further discussion. Mr. Soltman asked when issues might be resolved. Ms. Sanchez responded they hope to have an update by the April work session. There were no additional questions regarding BSU. Ms. Atchley pointed out the number of program proposals for ISU and BSU in that they seemed wonderfully ambitious and hoped the student population would be able to support it. There was discussion about how institutions decide to introduce new programs; and that they use an internal process similar to that of program prioritization, which also includes regional expansions. Additionally, the number of program eliminations was pointed out. Ms. Atchley suggested to staff that it would give perspective to also see those programs that are discontinued or expected to be discontinued. Ms. Sanchez indicated there is a section in the five-year plan that includes anticipated discontinuations. There was discussion on whether policy III.Z. is providing the guidance it was intended to. The remarks indicated that the process of III.Z. appears to be working and is also promoting collaboration and serving an important process in allowing the institutions to project their changing offerings and future needs. Mr. Westerberg reminded the group that the fiveyear plans do a good job looking ahead for growth but it can be difficult to anticipate programs that may be discontinued. He commended the institutions on their collaboration through this process.

Ms. Sanchez proceeded to review for the Board the five-year plans of Lewis-Clark State College (LCSC), Eastern Idaho Technical College (EITC), the College of Southern Idaho (CSI), the College of Western Idaho (CWI); and North Idaho College (NIC). There were no questions regarding the five-year plans of those institutions.

Ms. Sanchez recapped the three programs that were identified for discussion: CWI's Radiologic Technology A.A.S., BSU's Public Health B.S., and their Ecology, Evolution and Behavior Ph.D. Regarding CWI's "RadTech" program BSU expressed concerns about competitiveness of clinical sites for their existing B.S. in Diagnostic Radiology if

CWI were to offer a radiologic technology program in the Treasure Valley. Both institutions agreed that ongoing discussion is necessary as CWI continues to explore the viability of the proposed program. Regarding BSU's Public Health B.S., ISU indicated they would be interested in conversations about the proposed program as they currently have the statewide program responsibility for a Master's in Public Heath; both institutions agreed to work collaboratively. Regarding BSU's Ph.D. in Ecology, Evolution, and Behavior, UI has concerns related to duplication. Ms. Sanchez reported that with the Board's approval of the second reading of policy III.Z., the Plan will be coming to the Board on an annual basis rather than every two years. Staff will begin working with institutions in September to start the process for updating the Plan for presentation to the Board in August 2016. Mr. Westerberg commented on the improved process of reviewing the five-year plans and recognized the work of the Board staff.

PPGA

B. Board Operations and Planning

Ms. Tracie Bent from the Board office introduced the item, indicating the work session is intended to provide the Board an opportunity to discuss any changes they would like to the Board meeting agenda material, to facilitate more in-depth policy discussions, and to discuss any policy changes that would allow the Board to further fulfill its statutory duties. She reviewed the Board's role and the work and role of the committees. She reviewed how the agenda and consent agenda are assembled, along with some of the attachments and their length or incorporation by reference.

There was discussion about items the Board needs to make a decision on being provided to them well in advance of a vote in an effort to thoroughly review and ask questions. Ms. Bent indicated where there is knowledge of those items in advance, the request it is doable. She pointed out that the question becomes how to make informational items more engaging for the Board members, which is something staff struggles with. Dr. Hill felt identifying what can be delegated to staff and what can be delegated to the institutions would be helpful. He used coach contracts and APR scores as an example, and recalled the role of the Board deals with policy and oversight. Mr. Westerberg felt there are two questions the Board needs to address in order to simplify the agenda which are 1) what is the level of approval they want to have and 2) the comfort level with the committee system with having the bulk of the heavy lifting at the committee level. He added that delegating more authority to the Executive Director and the presidents would be useful on issues the Board has already opined on where policy is being followed.

Ms. Critchfield suggested a time for dialogue outside of the decision making time would be helpful. Ms. Bent reminded the Board of the Open Meeting Law and the importance of things being agenda-ized. Dr. Goesling added that information discussed at the committee level should be available to the other Board members prior to the Board meetings, and suggested committee reports. He also felt the institution presidents should be present and involved for more input. Mr. Freeman indicated that refocusing the Board on policy has been a common theme among his discussions with Board members. Along with that is the delegation of the administrative or management responsibilities the Board is overseeing, which would help mitigate a number of agenda items to some extent (for example coach contracts). Ms. Atchley expressed the importance of looking at whether the system the Board is using is working as well as it should be to deliver to the needs of students. She urged the Board to look at if its system makes sense now, if it will continue to make sense, and how will it look long-term.

The meeting recessed for a short break, after which the presidents were invited to participate in the discussion. Chair of the President's Council, Dr. Fernandez, reported that the presidents were pleased to hear this topic was coming forward and that the Board would be doing more on a policy level rather than a transactional level. They were pleased to be a part of the discussion particularly regarding delegation. Dr. Staben responded in support of the direct admissions process, and was also supportive of the freedom of discussing ideas in public as suggested by Board member Critchfield. He felt it is effective for a public Board to elevate its discussions. Dr. Kustra used Oregon as an example to look at related to the changing picture of public state universities. He also suggested talking with the State Higher Education Executive Officers (SHEEO) and its head, George Pernsteiner, to get ideas and perspectives on dealing with new challenges. Dr. Kustra supported the recommendation that certain coach contracts should be left to the institutions to decide, along with decisions regarding certain faculty. He reminded the Board of all the checks and balances institutions have in place related to decision making, and thanked the Board for the opportunity to comment.

Dr. Vailas suggested the Board focus its policies and how well they are working, and how their fiduciary requirements are being fulfilled through the policies. He felt the most impactful change would be delegating work to the committees and working with their recommendations. Dr. Rick Aman introduced himself as the Interim President from Eastern Idaho Technical College (EITC) and commented that he felt the two-year institutions would be instrumental in helping the Board reach its 60% goal. Mr. Dwight Johnson from the Division of Professional-Technical Education (PTE) commented on the value for this Board to deal holistically with a K-20 education system; the challenge being the depth of the details of a K-20 system. He suggested focusing on direction, vision, and measuring success.

Mr. Westerberg asked the Board if they are willing to delegate more authority to the institution presidents and Executive Director. He clarified that he is, and encouraged the Board clarify that level and establish a base line. Mr. Freeman clarified the spending authority and thresholds for the Board. Mr. Westerberg would like the university presidents to be responsible and responsive to more things. Dr. Hill agreed with those comments and suggested the institutions make recommendations for the changes to delegated authority. Ms. Atchley recommended deeper discussion about structural issues and if changes should be considered. There was discussion of giving more freedom to institutions to make some of their own decisions, and about reauthorizing committee work to give committees more authority in decision making. Ms. Bent reminded the group that by law the Board cannot take action without a

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quorum, and taking action with a quorum requires an open meeting and compliance with posting requirements of those meetings. She pointed out the committee's cannot take action for the Board; their actions are not binding. Mr. Westerberg recommended identifying policy limitations at the committee level and where they believe they can delegate more authority to presidents and the executive director, then returning those items to the Board for approval.

Dr. Clark pointed out the importance of identifying the barriers in policy and procedure related to the changing identity of American education. She asked for the Board to consider what are the barriers in the system standing in the way of its goals that can be addressed? Mr. Westerberg also recommended looking closely at the higher education pricing system which seems to have no relationship to value or cost. He urged the Board to look at a pricing system that speaks to the cost of delivering the education and/or the value of the product delivered.

Ms. Bent summarized the work session that her understanding is the Board would like to work within the various committees to identify what policies can be amended to provide additional delegation, and in that process would need to look at the accountability of the reporting structure. The Board will need to take a holistic look at delegation and long range planning, PTE education structure, identify barriers to the Board's vision, and the higher education pricing system. Ms. Bent reminded the Board that they would need to set priorities and communicate those priorities to staff because of their limited resources. Mr. Soltman echoed those comments and suggested there may be opportunities for institutions to help with the work in this process. Ms. Bent also indicated Dwight Johnson should be the point person in looking at the PTE system. Ms. Critchfield asked when the Board would like a report on the next steps; it was decided discussion should continue at the December meeting. Mr. Freeman concurred with Mr. Johnson as the point person for PTE and reminded the Board that they are the governing body for PTE which has program overlap to the community colleges and fouryear institutions. Ms. Bent reminded the Board members of the overlap in work at the committee level as well. She also reminded the Board that it is five-years from the 60% goal deadline and consideration should take place now on how the Board can address final barriers to reaching the goal, and if readjustments would need to be made.

The meeting recessed at 3:26 p.m. MST.

Thursday, August 13, 2015, 8:00 a.m.

CONSENT AGENDA

M/S (Atchley/Hill): To approve the consent agenda as amended. The motion carried unanimously.

PPGA

1. President Approved Alcohol Permits

Information item for the Board

BOARDWORK

2. Accountability Oversight Committee Appointments

BOARD ACTION

By unanimous consent to approve the reappointment of John Goedde and Jackie Thomason to the Accountability Oversight Committee for a term of 2 years commencing July 1, 2015 and ending on June 30, 2017.

By unanimous consent to approve the appointment of Dr. Deborah Hedeen to the Accountability Oversight Committee for a term of 1 year commencing July 1, 2015 and ending on June 30, 2016.

SDE

3. Adoption of Curricular Materials

BOARD ACTION

By unanimous consent to approve the adoption of Mathematics, Professional-Technical Education, Driver Education and Computer Applications curricular materials and related instructional materials as recommended by the Curricular Materials Selection Committee as submitted.

This item was moved to the regular portion of the Department's agenda.

4. Professional Standards Commission Appointment

BOARD ACTION

By unanimous consent to appoint Kim Zeydel as a member of the Professional Standards Commission for a three-year term effective July 1, 2015, and ending June 30, 2018, representing Secondary Classroom Teachers.

5. Secondary School Accreditation Report

BOARD ACTION

By unanimous consent to accept the 2014–2015 Accreditation Summary Report of Idaho Schools as submitted.

PLANNING, POLICY & GOVERNMENTAL AFFAIRS

1. Idaho State University Annual Report

President Art Vailas welcomed the Board to ISU's Meridian campus for the August meeting. Dr. Vailas provided some history of ISU in that it was established in 1901 and received university status in 1960. It is a comprehensive university with a health care mission, a commitment to teaching and research, and was recently reaccredited by the Northwest Commission on Colleges and Universities (NWCCU). They offer more than 250 academic and certificate programs. ISU has educational centers across Idaho in Idaho Falls, Pocatello, Meridian and Twin Falls. They serve over 14,000 students of which 82% are from Idaho. Student retention and success efforts continue to increase

and ISU continues working hard at bridging the gap with non-traditional students. Dr. Vailas reported on the success of certain programs such as the Career Path Intern program (CPI) program and graduate school growth. ISU is a leader in health care degrees with more than one third of ISU's degrees being in health care professions. Those programs are in high demand with 3,090 applications, and 725 students accepted. He reported on their residency programs and that ISU is the only Idaho institution to sponsor accredited graduate medical and dental education programs. He reported that six out of seven of the 2015 Family Medicine Residency graduates are staying in Idaho. Dr. Vailas also reported on cutting edge facilities such as the state-of-the-art Treasure Valley A&P Lab where 42 Physician Assistant students will be using the lab this fall. Distance learning makes the lab accessible to 200 students in the area. Dr. Vailas reported of the external funding awarded annually to ISU related to research and development and that for FY 2015 it is near \$25,309,512. Dr. Vailas reported on the Sengal Pharmacy LLC, the various Health-Teaching clinics throughout the state – there are fifteen, and various partnerships ISU has with community partners.

Mr. Westerberg asked for an update on the institutionalization of program prioritization and its ongoing process. Dr. Vailas responded they have identified academic and nonacademic programs and have taken action on both sides. A new element being added is that resource allocation will be more weighted on performance. Generally speaking, Mr. Westerberg recommended campus tours at future Board meeting as the Board has gotten away from that aspect at the Board meetings.

2. Presidents' Council Report

Presidents' Council Chair Dr. Tony Fernandez from Lewis-Clark State College (LCSC) reported on the recent activities of the Presidents' Council. The presidents last met at the President's Council retreat and were joined by Governor Butch Otter and staff member Marilyn Whitney, Division of Financial Management (DFM) Director Jani Revier and staff member David Hahn. He reported the overall theme of the discussion was the challenges facing higher education. They discussed the possibility of forming a Higher Ed Task Force. Some concerns related to a Higher Ed Task Force were related to the timing with the K-12 Task Force, along with how effective it would be in approaching the legislature with recommendations. He reported on the importance of not only paying attention to the funding of higher education, but how it is changing and how it will look in the future, such as in program offerings, quality of programs, skills students receive, etc. Presidents discussed strategies on approaching the legislature and the consensus was that full funding of a CEC is a priority along with institution line items. They discussed EWA and whether a new model, no model, or a new funding approach would be appropriate. Additionally, they discussed the direct admission plan, the 60% goal, and what other states are doing. The Governor suggested a tuition freeze for students in that when a student starts with an institution, the same tuition fee would stay with them for four years. Presidents discussed what kind of an incentive that would be. They concluded they would like to see data from other institutions who have tried this approach – there were approximately 300 other institutions; mostly private. Presidents also discussed Title IX issues and discussed the role of the State Board in providing guidelines that would help institutions with Title IX.

Dr. Fernandez reported president's discussed what to plan for as they reach the year 2020 and where Idaho is at with its 60% goal. Dr. Fernandez said they looked at Texas who extended their goal out to 2023, and continued discussion on strategies on achieving the goal such as the go-on rate and direct admissions, and incentives for both in-state and out-of-state students, intrusive advising, enhanced student services, etc. Board members were encouraged by the conversation Presidents had with the Governor's office. Mr. Freeman pointed out there would be forthcoming discussion about the tuition lock with the Governor's office and DFM. Mr. Westerberg reminded the Board that the 60% goal is an economic imperative and it was set for a reason. President Glandon asked for consideration of the two-year colleges to not be locked into a four-year lock on the tuition freeze discussion.

3. Division of Professional-Technical Education Annual Report

Mr. Dwight Johnson, Administrator for the Division of Professional-Technical Education (PTE), provided a report to the Board on PTE's current activities and progress. He reviewed the goings-on over the past year and that they intend to enhance the PTE image and better communicate its value. He reported on the go-on rate for PTE students that have three or more PTE classes in high school is 67% versus 53% of the average high school population. Mr. Johnson reviewed the mission of PTE and indicated they are enhancing their communications plan. In an effort to better communicate the value of PTE, they have filled a new Communications Officer position along with a Business Outreach Director. He indicated that nationally professional-technical education is known as "career-technical education", and in order to take advantage of national recognition and marketing initiatives, Mr. Johnson suggested now might be the time to consider a name change in Idaho to "career technical education".

Mr. Johnson reported they are developing resources to grow PTE such as the formation of a study committee to develop future funding formulas, implementation of performance based funding for all PTE programs, and a move from ADA to enrollment model for professional-technical high schools. PTE intends to increase advanced opportunities through horizontal and vertical alignment of first semester student learning outcomes. They strive to connect education to employment, expand access to PTE through PTE Digital which provides access for rural and non-traditional students. They intend to build the PTE teacher pipeline and have developed a taskforce to focus on recruitment and retention. Related to PTE's internal capacity, Mr. Johnson praised the PTE office and remarked they have a motivated leadership team.

Dr. Clark offered some supportive comments, and indicated she felt there needs to be a statewide PR campaign to communicate the value of professional-technical and career-technical education to convince families and individuals that these are career pathways to success.

4. Governor's Task Force Recommendations Update

BOARD ACTION

M/S (Critchfield/Clark): To direct staff to continue to work on the implementation of the recommendations and work with legislators and the Governor's office to secure continued support and funding. The motion carried unanimously.

Mr. Westerberg requested continued collaboration with the Department as these recommendations move forward. Ms. Ybarra responded supportively.

 Idaho Business for Education – 60% Attainment Goal/Task Force Recommendations Implementation

Mr. Bob Lokken, CEO of Whitecloud Analytics, Vice Chair from Idaho Business for Education (IBE), and also a member of the Governor's Task Force for Improving Education, provided recommendations to the Board related to industry expectations for the Board, and areas where industry could help move the Board's initiatives forward. He reported the key insights discovered in looking at other states (such as Massachusetts) was that massive education change initiatives moved academic performance in a K-12 system from middle of the pack to the best performing state in America. He reported that the recommendations by the Task Force dealt with the "what" in identifying what needed to be done. He reported that in studying the changes by states such as Massachusetts, the committee learned it was not a law or a rule that made the most impact, but the one major thing was strong leadership. The leadership related to "how" things are done, and "how" change was initiated. He reported that focus, communication, persistence and support were highlights of how things were accomplished. Mr. Lokken commented that getting 60% out of the K-20 system requires a community effort. The leadership he was referring to thinks beyond the schools and reaches into the communities. He added that it is important to trust people to do their job. Communication must be loud, clear, and highly repetitive. He reported the community needs clear communication from the State Board in leading the schools and communities toward success. He discussed the role of the IBE and its continued support as a partner in reaching the Board's 60% goal.

Mr. Westerberg remarked that he would like to solicit business group support and to have a continued dialogue toward building that support.

6. Literacy Committee Report and Recommendations

BOARD ACTION

M/S (Critchfield/Goesling): To adopt the Literacy Implementation Subcommittee recommendations in priority order as submitted in Attachment 1. The motion carried unanimously.

Ms. Alison Henken from the Board was available for questions regarding the item. A list in priority order was provided to Board members. Dr. Clark expressed concern about the need to prioritize recommendations related to the Task Force.

7. Compulsory Attendance Research

BOARD ACTION

M/S (/): To include on the 2016 legislative agenda the proposal to expand the compulsory attendance age to age 6 to 18 or a high school degree or its

equivalent, whichever is first. Mr. Westerberg requested unanimous consent to table the item and return it to the PPGA committee. No action was taken on the motion.

Mr. Blake Youde and Mr. Carson Howell from the Board office provided information on expanding the compulsory attendance age from six (6) to eighteen (18), or a high school degree or its equivalent, whichever is first. In June 2015 the Board considered expanding compulsory attendance as part of its legislative proposals but chose to remove it from the legislative agenda to request and consider further information.

Mr. Howell indicated that this item was included on a list of legislative items for the Board to consider. He provided some background on the compulsory attendance age, and reviewed how Idaho compares to other states (2013) in that it has a higher minimum wage but a lower maximum wage. Mr. Youde recapped the proposal and reported there is no intent to change the acceptable venues for schooling at all. Reasoning to expand the compulsory attendance age is it aligns with the State Board's 60% goal. Mr. Howell reported that other states that have looked at compulsory attendance laws have found that about 25% of students would stay in school with compulsory attendance laws. Additionally, it would improve employability of young Idahoans along with having other economic returns. Mr. Howell shared an illustration of economic returns by degree level attained which showed a considerable increase over current standings. Additionally, expanding the compulsory attendance age aligns existing state law.

After some discussion Mr. Westerberg suggested not adding this item to the legislative agenda, and requested unanimous consent to table the item and return it to the PPGA Committee for further development. There were no objections to the request.

8. Proposed Rule IDAPA 08.01.09, GEARUp Idaho Scholarship

BOARD ACTION

M/S (Critchfield/Atchley): To approve the Proposed Rule changes to IDAPA 08.01.09 as submitted. The motion carried unanimously.

9. Proposed Rule IDAPA 08.01.13, Opportunity Scholarship

BOARD ACTION

M/S (Critchfield/Atchley): To approve the proposed rule changes to IDAPA 08.01.13 as submitted in Attachment 1. The motion carried unanimously.

10. Proposed Rule IDAPA 08.02.01, Continuous Improvement Plans

BOARD ACTION

M/S (Critchfield/Clark): To approve proposed amendments to IDAPA 08.02.01.800 as submitted in Attachment 1. The motion carried unanimously.

11. Proposed Rule IDAPA 08.02.02, Teacher Certification

BOARD ACTION

M/S (Critchfield/Goesling): To approve the proposed rule amendments to IDAPA 08.02.02 eliminating the changes combining subsections 018 and 020 and to approve the proposed rule changes as amended. The motion carried unanimously.

Ms. Tracie Bent reviewed the changes to the rule which reorganizes the entire section so that all the certificates are grouped together, all of the endorsements are together, and all of the alternate routes are grouped together. Additional changes would address issues that arose with the alternate routes to certification and have already been approved by the Board as a temporary rule, as well as the consolidation of the standard elementary certificate and the standard secondary certificate into a single educator endorsement. Ms. Bent indicated that the combination of these two certificates will address an issue that Board staff has recently become aware of, and would be a benefit to districts and teachers resulting in the overall simplification of Idaho's standard teaching certificates. Moving to a single standard certificate while still requiring at least one endorsement will clear up the issue and provide for greater flexibility to districts when looking for qualified candidates while maintaining the existing certification quality.

Ms. Ybarra expressed concern about the item needing longer than the 21 day period for discussion. Dr. Clark also responded that school districts and professional associations will want to be assured they have time to weigh in on this matter. Ms. Bent discussed options for this rule going forward to allow for comment and feedback. Mr. Westerberg expressed concern about the certification issues and felt they needed further clarification. He did feel though that there are other portions that could move forward. He recommended deferring the item for now, amending the motion to allow what is ready to move forward, and directing further work on what is not ready to move forward. He expressed the need for a paradigm shift in the way the Board handles rules so there is not so much change between first and second reading. Ms. Critchfield summarized that they would move forward with the proposed rule minus the combination certification changes, and in October discuss moving forward with an interim solution for the long term concerns.

Mr. Westerberg requested unanimous consent to hold the item until after lunch to revise the motion. There were no objections to the request. After lunch an amended motion was made.

12. Proposed Rule IDAPA 08.02.03, Graduation Requirements – Proficiency, Middle School Credits

BOARD ACTION

M/S (Critchfield/Atchley): To approve the Proposed Rule amendments to IDAPA 08.02.03.105 as submitted in Attachment 1. The motion carried unanimously.

Ms. Bent introduced the item regarding graduation requirements and provided background that the first part of the item is related to the rule previously approved by the Board to include the transcription of middle school credits to a student's high school transcript. She indicated there have been no comments or concerns related to those specific changes. Regarding the other portions of the item, the amendments add clarification to the alternate paths to graduation for those students that do not meet the proficiency requirement to graduate, along with the Idaho Standards Achievement Test (ISAT) graduation proficiency requirements. The Board's Accountability Oversight Committee has discussed the ISAT portion and their preliminary recommendation, until further data is gathered and a final decision is made on the state's accountability system, is that the assessment should remain in grade ten (10) at this time. Mr. Westerberg felt the Board will need to follow up on what the appropriate grade level is for administration of the test, whether it be 10th or 11th grade.

13. Proposed Rule IDAPA 08.02.03, Advanced Opportunities

BOARD ACTION

M/S (Critchfield/Goesling): To approve the Proposed Rule changes to IDAPA 08.02.03 as submitted in Attachment 1. The motion carried 7-0. Richard Westerberg was absent from voting.

14. Proposed Rule IDAPA 08.02.05, Seed Certification

BOARD ACTION

M/S (Critchfield/Hill): To approve the proposed rule amendment to IDAPA 08.05.01, as presented in Attachment 1. The motion carried 6-0. Ms. Atchley abstained from voting. Mr. Westerberg was absent from voting.

15. Proposed Rule IDAPA 47.01.01 Vocational Rehabilitation, Incorporation by Reference

BOARD ACTION

M/S (Critchfield/Goesling): To approve the Division of Vocational Rehabilitations Field Service Manual as submitted in Attachment 2. The motion carried 7-0. Mr. Westerberg was absent from voting.

AND

M/S (Critchfield/Goesling): To approve the Proposed Rule changes to IDAPA 47.01.01 as submitted in Attachment 1. The motion carried 7-0. Mr. Westerberg was absent from voting.

INSTRUCTION, RESEARCH & STUDENT AFFAIRS

1. Amendment to Board Policy – Section III.G. – Postsecondary Program Approval and Discontinuance – First Reading

BOARD ACTION

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

Dr. Hill indicated the amendments to the policy serve to simplify and clarify the policy, and to create efficiencies for institutions. Ms. Patty Sanchez provided a recap of the policy which is to provide Idaho's public institutions with procedures for the development, approval, and discontinuance of academic and professional-technical programs. She indicated staff worked with institution representatives and PTE on the amendments.

2. Amendment to Board Policy – Section III.P. – Students – First Reading

BOARD ACTION

M/S (Hill/Goesling): To approve the first reading of proposed amendments to Board policy Section III.P. Students, as presented. The motion carried unanimously.

Mr. Freeman introduced the item, providing history on the student health insurance discussion. In February 2015, the Board approved an amendment to Board policy regarding student health insurance. Since that time, institutions have been working on implementation for Fall 2015. Mr. Freeman identified some unintended consequences of the policy change which have surfaced that need to be addressed. Related to the Affordable Care Act (ACA), the institutions are concerned that it may not be possible for students who enroll for the first time in the spring semester to enroll in the exchange in time. There is currently no option for students to enroll in the spring without ACA compliant insurance. Additionally, if a student is found in non-compliance, the policy prohibits full-time enrollment in future terms. The proposed amendments would allow a full time student to enroll for the first time in either the fall or spring semester with non-ACA compliant insurance until they have the opportunity to enroll in the exchange during the next open enrollment period.

 Amendment to Board Policy – Section III.U. - Telecommunications – Repeal – First Reading

BOARD ACTION

M/S (Hill/Westerberg): To approve the First Reading of amendments to Board Policy III.U, Online Programing, repealing the section in its entirety. The motion carried unanimously.

4. Amendment to Board Policy – Section III.Z. – Planning and Coordination of Academic Programs and Courses – Second Reading

BOARD ACTION

M/S (Hill/Atchley): To approve the second reading of proposed amendments to Board Policy III.Z, Planning and Delivery of Postsecondary Programs and Courses as submitted in Attachment 1. The motion carried unanimously.

Dr. Hill indicated the changes are mostly to simplify the policy and create efficiencies for institution and Board staff. He pointed out one issue that arose in discussion is the definition of what constitutes an on-line program. He noted it will be worked on in committee and come before the Board in the future. Dr. Chris Mathias indicated the major proposed changes are to remove the needs assessment, workforce projections, and anticipated costs for program delivery from the five-year planning process. The changes are intended to provide more focus on relevant information to the five-year plans. The proposed changes also change the review cycle from every other year to every year.

5. Direct Admissions

BOARD ACTION

M/S (Hill/Goesling): To approve the Direct Admissions benchmark of a GPA of 3.0 or higher or a GPA/SAT multiple of 2835 or higher for conditional admission to the state's eight (8) public higher education institutions, with all other students conditionally admitted to Idaho State University College of Technology and Lewis-Clark State College as part of their community college function, as well as Eastern Idaho Technical College, College of Western Idaho, North Idaho College, and College of Southern Idaho. The motion carried unanimously.

Mr. Blake Youde provided some background on the item and outlined the initiative. He indicated the direct admissions initiative is a proposal to develop a statewide system for proactively admitting high school seniors and enrolling them into Idaho public postsecondary institutions in an effort to increase education attainment levels among Idaho students. He indicated that since the June Board meeting, staff have worked with Council on Academic Affairs and Programs (CAAP) to develop benchmarks. All students with a GPA of 3.0 or higher will be conditionally admitted to any of the state's public higher education institutions, regardless of the SAT score. For students with a GPA below 3.0, admission will be based on a multiple of their GPA and SAT score, and those students would be conditionally admitted to ISU's College of Technology, LCSC, EITC, CSI, NIC, and CWI. Mr. Howell provided a graph illustrating the direct admission matrix and discussed how the GPA's are calculated for students with a 3.0 or less. Mr. Howell reported that the institutions all had input in how the benchmarks were developed. Mr. Youde pointed out this is a conditional admittance that requires completion of high school along with final submission of transcripts and test scores. The institutions will work with the students on whether they should be provisionally

accepted or fully accepted based on their final academic record. Dr. Clark pointed out that the point of "conditional" would need to be made very clear to families.

Dr. Goesling asked about districts that repeatedly have low numbers and consideration of the populations of Native Americans where the numbers have been traditionally low. He asked what can be done to assist those populations. Mr. Howell responded that the information would be sent to districts as a way to change behaviors and reach out to students. Mr. Howell also pointed out that where the student falls on the sliding scale does not prohibit them from applying to any of the other institutions.

6. Boise State University – Online Master of Social Work

BOARD ACTION

M/S (Hill/Atchley): To approve the request by Boise State University to create a **new online program that will award a Master of Social Work degree.** The motion carried unanimously.

Dr. Marty Schimpf introduced the item stating that BSU proposes to create a new online Master of Social Work Program which will complement the face-to-face programs and will offer students flexibility in their pursuit of a Masters of Social Work degree. He reviewed details of the program and added it would help with the health professional shortage in rural areas of Idaho by providing training to students in rural areas and will also help meet the need for social services in rural areas.

7. Idaho State University – Master of Science in Health Informatics

BOARD ACTION

M/S (Hill/Westerberg): To approve the request by Idaho State University to create a new Master of Science in Health Care Informatics. The motion carried unanimously.

Dr. Laura Woodworth-Ney indicated that ISU is proposing a Master of Science in Health Informatics to meet the need for training and education for health providers and professionals. She commented that health informatics practitioners will play a key role in the anticipated health care reform. She pointed out that the program will receive state appropriated funds along with a reallocation of funds from the College of Business, which is moving toward a greater health focus.

8. North Idaho College – Advanced Technical Certificate and Associate of Applied Science in Aviation Flight Training

BOARD ACTION

M/S (Hill/Critchfield): To approve the request by North Idaho College to create a new professional-technical program in Aviation Flight Training that would offer

an advanced technical certificate and associate of applied science degree. The motion carried 7-1. Dr. Goesling voted nay on the motion.

Ms. Cassy Silvas, Dean of Outreach and Educational Innovation for North Idaho College Introduced the item, which is a new Aviation Flight Training program within the Aerospace Technology department. The program looks to train pilots mostly for the drone and unmanned aerial vehicle (UAV) market. She indicated they have received several letters of support for the program. Ms. Silvas pointed out that NIC is not seeking state support for this program.

Dr. Hill pointed out the cost to the students is \$22,000. Dr. Clark also remarked on the high cost to students and asked if students under the GI bill would be able to attend and if other kinds of aid would be available. Ms. Silvas responded that the training facility must be established for at least two years before veterans can have access to veterans' benefits or be eligible to use their GI bill toward the program. When that does occur, it will cover 100% of the program costs. Prior to that time NIC intends to offer access to low interest loans for students. There was concern expressed about whether there would be demand for jobs upon completion of the program. Ms. Silvas indicated they anticipate demand and are looking at 5-6 students to start, which is also what the helicopter contractor would like to see. Dr. Goesling asked about the liability to the college if the contractor goes out of business. Ms. Silvas responded the contractor is providing qualified instructors and that students would be well served and would be able to complete the program.

At this time, the Board recessed for lunch. They returned to PPGA Item 11 to amend the motion.

BUSINESS AFFAIRS & HUMAN RESOURCES

Section II – Finance

1. FY 2017 Line Items - Matt Freeman 20 min

BOARD ACTION

M/S (Westerberg/Hill): To approve the Line Items for the agencies and institutions as listed on Tab 1 pages 3-5, and to authorize the Executive Director to approve the MCO and Line Item budget requests for agencies and institutions due to the Division of Financial Management and Legislative Services Office on September 1, 2015. The motion carried unanimously.

Mr. Freeman indicated the BAHR Committee has met twice since the June Board meeting and highlighted the changes to the line items which were also identified in the staff comments of the agenda materials. Consistently for the four year institutions BAHR asked for initiatives that support the 60% goal be placed in the #1 position. Mr. Freeman reviewed the #1 line items for each of the institutions.

2. FY 2017 Capital Budget Requests

BOARD ACTION

M/S (Westerberg/Atchley): To recommend to the Permanent Building Fund Advisory Council the major capital projects on page 5 for consideration in the FY 2017 budget process. The motion carried unanimously.

AND

M/S (Westerberg/Hill): To approve the six-year capital construction plans for Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and Eastern Idaho Technical College, as submitted. The motion carried unanimously.

Mr. Freeman introduced the item and provided an overview of the capital budget process for the benefit of newer Board members. Mr. Freeman also pointed out for the benefit of the new members the importance of the six-year capital construction plans for the institutions which gives them authority to start raising money for their construction plans.

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

Dr. Goesling provided a recap of the athletic reports and APR scores on behalf of the Athletics Committee. The details of the athletic reports and APR scores were also included in the agenda materials.

4. Amendment to Board Policy – Section V.K. – Construction Projects – Second Reading

BOARD ACTION

M/S (Westerberg/Goesling): To approve the second reading of proposed amendments to Board policy V.K., Construction Projects, as presented in Attachment 1. The motion carried unanimously.

5. Amendment to Board Policy – Section V.W. – Litigation – Second Reading

BOARD ACTION

M/S (Westerberg/Atchley): To approve the second reading of proposed amendments to Board policy V.W., Litigation, as presented in Attachment 1. The motion carried unanimously.

Mr. Westerberg indicated the amendment to this policy extends authority to accept service of process to the office's deputy attorneys general.

6. Boise State University – Residential Honors College and Additional Student Housing Project – Ground Lease and Operating Agreement with EDR Boise, LLC

BOARD ACTION

M/S (Westerberg/Atchley): To approve the request by Boise State University to enter into the attached ground lease and operating agreement with EDR Boise LLC, a wholly-owned subsidiary of Education Realty Operating Partnership LP, including purchase of the rights to operate and control the dining facility for a cost not to exceed \$3,490,458, and to delegate authority to the Vice President for Finance & Administration to execute all relevant documents in substantial conformance with the terms herein. The motion carried unanimously.

Mr. Westerberg indicated this a request by BSU for approval of their new Residential Honors College and additional student housing project. Ms. Pearson provided a project overview and reminded the Board of its importance, and that renderings of the project were supplied in their Board materials. Ms. Pearson recapped the key changes to the project since the last update at the June meeting, indicating the total project budget has increased from \$38 million to \$39.8 million. The number of beds has increased from 600 to 656, and Education Realty Trust (EDR) has increased its payment to BSU to repurpose the John B. Barnes Towers residence hall from \$1 million to \$2 million. EDR will also pay BSU an annual ground rent of \$200,000 plus 6.4% of gross project revenues. Mr. Satterlee indicated the project is in line with the university's master plan and pointed out the changes since the June meeting are minimal and also favorable for the university. Mr. Westerberg expressed appreciation for BSU's work at keeping the Board informed about the project and project changes.

- 7. Item Pulled
- 8. University of Idaho Aquaculture Research Institute Facility Project Financing Plan and Construction Phase

BOARD ACTION

M/S (Westerberg/Goesling): To approve the request by the University of Idaho to implement construction phases of a Capital Project for the replacement of the Poultry Hill Aquaculture Research facility, in the amount of \$1,800,000. Authorization includes the authority to execute all necessary and requisite consulting contracts to bid, award, and fully implement the construction phase of the project. The facility will be eligible for occupancy costs, so Legislative Services Office and the Division of Financial Management should be so notified pursuant to Board policy V.B.10. The motion carried unanimously.

Mr. Dan Ewart from the University of Idaho provided that they are seeking authorization to approve the financing plan and implement the construction phase for the replacement of the existing aquaculture research facility located on the main campus at the UI. The capital project budget is estimated at \$1.8 million.

9. Lewis-Clark State College – Multi-Year Food Service Contract – Sodexo

BOARD ACTION

M/S (Westerberg/Hill): To approve the agreement between Lewis-Clark State College and Sodexo America, LLC, in substantial conformance to the form submitted to the Board in Attachment 1, and to authorize the Vice President for Finance and Administration to execute the contract and any necessary supporting documents. The motion carried unanimously.

DEPARTMENT OF EDUCATION

1. Superintendents Update

Superintendent Ybarra provided a report to the Board from the Department of Education. She alerted the Board to a possible special Board meeting to look at the alternate assessment cut scores. She pointed out that a report on mastery based education is provided in the agenda materials, and what mastery based education looks like is being worked on by many individuals to further develop it. The two main things being worked on related to mastery based education are the committee piece and the communication piece. She gave an update on the Professional Evaluation Review Committee (PERC) which is for the purpose of teacher evaluations and teacher development opportunities. She also reported that a proposed rule on bullying would be coming forward in the future.

 Proposed Rule IDAPA 08.02.02.004, Rules Governing Uniformity - Incorporation by Reference – Standards for Initial Certification of Professional School Personnel

BOARD ACTION

M/S (Ybarra/Westerberg): To approve the proposed revisions to the Idaho Standards for Initial Certification of Professional School Personnel in the following areas: Blended Early Childhood Education, Blind and Visually Impaired, Communication Arts Foundation, Deaf/Hard of Hearing, Economics, Geography, Government/Civics, Health, History, Journalism, Physical Education, School Psychologist, School Social Worker, Social Studies Foundation, and Speech and Debate, as submitted in Attachment 1. The motion carried unanimously.

AND

M/S (Ybarra/Goesling): To approve the proposed rule change to IDAPA 08.02.02.04.01, Rules Governing Uniformity, Incorporation by Reference as submitted in Attachment 2. The motion carried unanimously.

Superintendent Ybarra provided a brief background of the Professional Standards

Commission which follows a strategic plan of annually reviewing 20% of the Idaho Standards for Initial Certification of Professional School Personnel. She indicated a list of endorsements were reviewed by committees of content experts, and all of the listed standards and endorsements were revised to better align with national standards and best practices. The Professional Standards Commission has reviewed the list and recommends approval of the proposed revisions.

3. Proposed Rule IDAPA 08.02.02, Rules Governing Uniformity – Teacher Certification – Various

BOARD ACTION

M/S (/): To approve the request by the Professional Standards Commission to approve the proposed rule amendments to Idaho Administrative Code IDAPA 08.02.02.016, 019, .022, .023, .024, .027, .028, .100 Rules Governing Uniformity as submitted. There was no action taken on the motion.

Ms. Ybarra requested her staff provide some background on the item. Ms. Annette Schwab, Professional Standards Commission Project Specialist, indicated they will review 20% of the teacher endorsements annually. The other change is to assess a fee for the endorsement programs that are not nationally accredited. Ms. Critchfield asked about recertification regarding the mathematics requirement. Ms. Schwab indicated it is for recertification only. Dr. Clark asked if administrators are required to take the course. Ms. Schwab responded it is specific to people who are teaching. After additional discussion, Dr. Clark suggested holding the item for further questions and clarification. Ms. Ybarra asked for confirmation from her staff that it would not have unintended consequences to hold the item for additional discovery. The staff agreed there would not be adverse consequences by holding the item.

Mr. Westerberg requested unanimous consent to return the item to the Department for further development. There were no objections to the request.

 Temporary/Proposed Rule IDAPA 08.02.02.111, Rules Governing Uniformity – Bullying

BOARD ACTION

M/S (Ybarra/Goesling): To approve the Temporary and Proposed Rule IDAPA 08.02.02.111, Rules Governing Uniformity - Bullying, Harassment and Intimidation Prevention and Response as submitted in Attachment 1. The motion carried unanimously.

Ms. Ybarra indicated this rule is intended to clarify details of House Bill 246 for districts and public charter schools to implement measures intended to prevent, identify, and respond to bullying.

5. Proposed Rule IDAPA 08.02.02.120-121, Rules Governing Uniformity – Local District Evaluation Policy

BOARD ACTION

M/S (Ybarra/Atchley): To approve the proposed rule change to IDAPA 08.02.02.120 and 121, Rules Governing Uniformity, Local District Evaluation Policy as submitted in Attachment 1. The motion carried unanimously.

Ms. Ybarra indicated districts are required to turn in their evaluation plan to the Department and this rule change is to help in review of the plans and allows for providing feedback. Mr. Westerberg hoped the ability for a quality evaluation would be enhanced. Mr. Soltman asked about the timeline in providing feedback to the districts. Ms. Lisa Colon, Educator Effectiveness Coordinator, responded it would take a summer for the review team to provide feedback; for instance July evaluation feedback would be available by October in order to get the information to districts to use and be able to incorporate revisions based on the feedback.

6. Proposed Rule IDAPA 08.02.03.004.01, Rules Governing Thoroughness – Incorporation by Reference – Content Standards – Humanities and Science

BOARD ACTION

M/S (Ybarra/Hill): To approve the amended Idaho Content Standards for Humanities as submitted in Attachment 2 and 3. The motion carried unanimously.

AND

M/S (Ybarra/Clark): To approve the amended Idaho Content Standards for Science as submitted in Attachment 7. The motion carried unanimously.

AND

M/S (Ybarra/Critchfield): To approve the proposed rule amendments to IDAPA 08.02.03, Rules Governing Thoroughness as submitted in Attachment 1. The motion carried unanimously.

Ms. Critchfield asked when these changes would go into effect. Mr. Scott Cook, Director of Academic Services, Support and Professional Development at the Department, responded that after the comment period the changes will go to the legislature to be acted upon. Dr. Clark asked if the Department would consider budgeting for additional professional development money for teachers. Ms. Ybarra responded in the affirmative.

Amend Temporary and Proposed Rules Dockets 08-0203-1502 and 08-0203-1506
 Rules Governing Thoroughness – Incorporated by Reference – Idaho Standards

Achievement Tests (ISAT) Achievement Standards/Science End of Course Achievement Standards

BOARD ACTION

M/S (Ybarra/Hill): To approve the Idaho Standards Achievement Tests Achievement Standards as submitted in Attachment 3. The motion carried unanimously.

AND

M/S (Ybarra/Clark): To approve the amendment to temporary rule Docket 08-0203-1502 as submitted in Attachment 1. The motion carried unanimously.

AND

M/S (Ybarra/Hill): To approve the amendment to proposed rule Docket 08-0203-1506 as submitted in Attachment 2. The motion carried unanimously.

Ms. Angela Hemmingway, former Director of Assessment and Accountability from the Department, indicated that the science standards cut scores are before the Board for approval.

Temporary/Proposed Rule IDAPA 08.02.03.109, Rules Governing Thoroughness

 Special Education

BOARD ACTION

M/S (Ybarra/Critchfield): To approve the Proposed Rule amendment to IDAPA 08.02.03.109 as submitted in attachment 1. The motion carried unanimously.

 Proposed Rule IDAPA 08.02.03.128, Rules Governing Thoroughness – Curricular Materials Selection – Subject Areas

BOARD ACTION

M/S (Ybarra/Goesling): To approve the Proposed Rule changes to IDAPA 08.02.03.128 – Inclusion of Physical Education to the list of subject areas for curricular materials adoption as submitted in Attachment 1. The motion carried unanimously.

Ms. Ybarra indicated curricular materials would be reviewed and adopted based on the Idaho State Standards for Physical Education.

10. Temporary/Proposed Rule IDAPA 08.02.03, Rules Governing Thoroughness – Idaho English Language Assessment – various subsections

BOARD ACTION

M/S (Ybarra/Goesling): To approve the temporary and proposed rule amendment to IDAPA 08.02.03. as submitted in Attachment 1. The motion carried unanimously.

Dr. Christina Nava, the Department's English Proficiency Director, indicated the amendments will remove redundant standards that may cause districts confusion, update the proficiency levels for the Idaho English Language Assessment (IELA), along with other technical corrections. Ms. Bent clarified why this needed to be a temporary and proposed rule amendment.

At this time the Board returned to the Department's item 3 carried over from the Consent Agenda.

SDE

3. Adoption of Curricular Materials

BOARD ACTION

M/S (Ybarra/Atchley): To approve the adoption of Professional-Technical Education, Driver Education and Computer Applications curricular materials and related instructional materials as recommended by the Curricular Materials Selection Committee as submitted. The motion carried unanimously.

BOARD ACTION

M/S (Critchfield/Clark): To defer the adoption of the Math curricular materials until such time as an additional review can be completed by a committee of Math curricular reviewers. The motion carried unanimously.

Dr. Clark expressed concern on the math curricular materials in particular. She expressed no concern with the other areas. There was some discussion on the math curricular materials and an amended motion was offered to approve everything except for the math materials.

OTHER BUSINESS

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

M/S (Westerberg/Critchfield): To adjourn the meeting at 2:33 p.m. There were no objections.



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

APPROVED MINUTES STATE BOARD OF EDUCATION September 3, 2015 Office of the State Board of Education Len B. Jordan Building, 3rd Floor Boise, Idaho

A special meeting of the State Board of Education was held September 3, 2015 in the large conference room of the Office of the State Board of Education, Len B. Jordan Building, in Boise, Idaho. Board President Don Soltman presided and called the meeting to order at 1:00 pm Mountain Time. A roll call of members was taken.

Present:

Don Soltman, President Westerberg Emma Atchley, Vice President Critchfield Bill Goesling, Secretary Ybarra, State Superintendent

Richard

Debbie

Sherri

Absent:

Dave Hill

DEPARTMENT OF EDUCATION

1. <u>Temporary Rule, IDAPA 02.03.03.004 – Alternate Assessment Achievement</u> <u>Standards</u>

BOARD ACTION

M/S (Ybarra/Atchley): To adopt the Alternate Assessment Achievement Standards in English Language Arts and mathematics, grades three (3) through eight (8) and eleven (11) as submitted in Attachment 2. A roll call vote was taken and the motion carried unanimously 7-0. Dr. Hill was absent from voting.

AND

M/S (Ybarra/Atchley): To approve the Temporary Rule amendment to IDAPA

08.02.03.004.07 Rules Governing Thoroughness, Incorporation by Reference, as submitted in Attachment 1. A roll call vote was taken and the motion carried unanimously 7-0. Dr. Hill was absent from voting.

Ms. Ybarra indicated the Temporary Rule is necessary for the 2015-2016 school year to adopt the achievement levels and performance level descriptions for the Alternate Assessment, and to be in compliance with the Individuals with Disabilities Education Act (IDEA), and Idaho's Elementary Secondary Education Act (ESEA) Accountability Waiver.

Ms. Atchley asked for background on the consortium. Dr. Charlie Silva, the Department's Director for Special Education, responded that Idaho joined the consortium in 2011 and it includes 24 states. The assessment is similar to the Smarter Balanced Assessment Consortium (SBAC) assessment and is an adaptive assessment given to students with severe cognitive disabilities; the test is given on line. Dr. Linda Clark added that having an alternate assessment is very important for schools and these changes will be helpful in giving teachers better data to use for helping the students.

Ms. Ybarra left the meeting at 1:09.

BUSINESS AFFAIRS & HUMAN RESOURCES (BAHR)

1. Office of the State Board of Education - Chief Financial Officer

BOARD ACTION Westerberg/Goesling): To appoint Chet Herbst as the Chief Financial Officer for the Office of the State Board of Education and to set his salary at \$52.89/hr (\$110,011.20 annually), effective October 5, 2015. A roll call vote was taken and the motion carried 6-0. Dr. Hill and Ms. Ybarra were absent from voting.

Mr. Westerberg introduced the item indicating there was a selection process used to select the Chief Financial Officer (CFO), and is pleased to announce that Mr. Chet Herbst was selected. Mr. Herbst comes from Lewis-Clark State College, formerly their Vice President for Finance and Administration. Mr. Freeman expressed appreciation for the Board's support of this item.

2. <u>Western Interstate Commission for Higher Education – Memorandum of</u> <u>Agreement</u>

BOARD ACTION

M/S (Westerberg/Clark): To approve the Memorandum of Agreement between the Office of the State Board of Education and the Western Interstate Commission on Higher Education as set forth in Attachment 1. A roll call vote was taken and the motion carried unanimously 6-0. Dr. Hill and Ms. Ybarra were absent from voting.

Mr. Westerberg introduced the item indicating Idaho has been working with the Western

Boardwork

Interstate Commission for Higher Education (WICHE) since 2010 on its data exchange project. The data exchanged between states will be used to evaluate education programs in Idaho.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS (PPGA)

1. Data Management Council – Policies and Procedures

BOARD ACTION

M/S (Critchfield/Clark): To approve the Data Management Council policies and procedures as submitted in attachment 1. A roll call vote was taken and the motion carried unanimously 6-0. Dr. Hill and Ms. Ybarra were absent from voting.

Ms. Critchfield introduced the item and indicated the proposed amendment clarifies the interpretation of policy for when data needs to be masked so as to reduce the possibility of exposure of a student's personally identifiable information.

2. University of Idaho – Pregame Events – Alcohol Permit

BOARD ACTION

M/S (Westerberg/Atchley): To approve the University of Idaho and Boise State University alcohol service request during football games on a pilot basis, temporarily waiving the invitation requirement in Board policy, and to further provide that students and minors would not be allowed in the alcohol service areas, also with the understanding that a report will be made to the Board at its October meeting of the results of this pilot. A roll call vote was taken and the motion carried unanimously 6-0. Ms. Ybarra and Dr. Hill were absent from voting.

Ms. Critchfield introduced the item, pointing out in June it was on the Board's Consent Agenda. Ms. Bent provided some background on the item related to alcohol permits, stating that in June the Board approved alcohol permits for Boise State University (BSU), Idaho State University (ISU) and the University of Idaho (UI), in accordance with Board policy to serve alcohol during football games. At this time, UI seeks approval for revisions to the service of food and beverages at pre-game activities to incorporate alcohol service to qualified ticket holding patrons prior to home football games in substantially the same manner as was approved for this activity for BSU at the June 2015 Board meeting. The University of Idaho's request is for two (2) locations.

Mr. Westerberg expressed concern over the announcement being made public before the Board had a chance to vote on it. He also expressed concern over portions of the request may not comply with Board policy, along with the point that this request is for two separate locations. Mr. Kent Nelson from the University of Idaho provided an explanation in that there was a desire to expand the functionality of the event to ticket holders which would require a waiver of Board policy, which they are hopeful the Board will consider. He added they are asking for a one-year trial period for ticket holding patrons and that the alcohol serving area is separate from anyone under age. There was additional discussion about how they will regulate the area that is being considered for service along with which patrons. Mr. Nelson indicated his interpretation of the motion is that it includes ticket holding patrons which are by invitation only. There was further discussion on how the invitations to these special areas are provided and whether ticket holders are considered as holding an invitation. They also reviewed the ticketing and wrist band issuing process for alcohol.

Mr. Westerberg suggested putting both BSU and UI on notice about complying with Board policy regarding alcohol permits and that the Board would expect a report at the October Board meeting. He also directed Board staff to overlay the three universities' alcohol practices and identify if the similar policies relate to similar practices at the campuses. Continued discussion ensued over the details of alcohol service, particularly related to separating a family group in order for one family member to participate in alcohol service.

Mr. Satterlee from BSU reviewed how BSU facilitates a controlled pre-game function, clarifying they don't allow students or minors into that event. Board members expressed willingness to proceed on approving the motion with the expectation of a report to the Board in October.

There was discussion of what the report to the Board should include. Suggestions included items such as number of participants who attended, how institutions were conforming to Board policy I.J., what the general conduct of the facility was as well as individuals after they left the event, and the event's success. Mr. Westerberg requested staff formulate a specific list for the institutions to respond to. Ms. Atchley requested data from the institutions for other on similar events be included such as number of complaints, parental concerns, and if there is a decrease in the amount of tailgating. Ms. Atchley also requested the report include historical data so the Board could determine if there had been a change in behavior. Dr. Goesling asked the Board to consider a one game exemption in consideration of the University of Idaho game.

OTHER BUSINESS

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

M/S (Critchfield/Atchley): To adjourn the meeting at 2:03 p.m. Mountain Time. The motion carried unanimously.



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

APPROVED MINUTES STATE BOARD OF EDUCATION September 14, 2015 Office of the State Board of Education Len B. Jordan Building, 3rd Floor Boise, Idaho

A special meeting of the State Board of Education was held September 14, 2015 in the Executive Director's office of the Office of the State Board of Education, Len B. Jordan Building, in Boise, Idaho. Board President Don Soltman presided and called the meeting to order at 1:30 pm Mountain Time. A roll call of members was taken.

Present:

Don Soltman, President Westerberg Emma Atchley, Vice President Critchfield Bill Goesling, Secretary Hill

Richard

Debbie

Dave

Absent:

Sherri Ybarra, State Superintendent

PLANNING, POLICY & GOVERNMENTAL AFFAIRS

1. 2016 Legislative Agenda

BOARD ACTION

M/S (Critchfield/Atchley): To adopt the recommendation of the Task Force Public School Funding subcommittee to incorporate pupil service staff into the career ladder as outlined in Attachment 2 and the ADA count as described herein. A roll call vote was taken and the motion carried unanimously 7-0. Ms. Ybarra was absent from voting.

AND

M/S (Critchfield/Hill): To approve the proposed legislation in substantial

conformance to the summaries provided and to authorize the Executive Director to make additional changes as necessary as the legislation moves forward through the legislative process. A roll call vote was taken and the motion carried unanimously 7-0. Ms. Ybarra was absent from voting.

Ms. Critchfield introduced the item indicating Board staff would highlight a few of the legislative items that may have new or clarifying information for Board members. She indicated that two of the items are before the Board for the first time. Ms. Bent reviewed the major changes, starting with item 2, Residency for Tuition Purposes. She indicated changes are intended to streamline residency requirements for students, and will help to alleviate some of the burden on the institutions' side. Staff has been working with the community colleges on the item, but there is still concern whether the changes take away any local authority. Ms. Bent pointed out local authority is not being taken away and staff will continue to work with the community colleges on any concerns.

Dr. Goesling asked about the status of military students who are gone for more than six years. Ms. Bent indicated there would be no change to how they are treated today, and for those who come back within six years they would be treated as in-state residents for tuition purposes. She indicated staff could look at the impact over the next couple of years and make adjustments to the six or ten year benchmark if necessary.

Moving on to item 4, Charter School Law Clarification and Non-Profit Corporation Limitations and Authorizations, Ms. Bent indicated staff has been working with the charter school network to address any concerns and make certain the level of understanding. The legislation clarifies that as non-profit organizations, a public charter school may not operate enterprises other than the public charter school. Additional amendments address issues regarding the number of charter schools that may be organized and managed under a non-profit organization.

Ms. Critchfield directed attention to item 14, Pupil Service Staff/Career Ladder, indicating it is a new item from the Task Force. Ms. Bent highlighted the details of this item and the work from the Task Force, pointing out that amending this law will establish outcome based criteria for Pupil Service Staff and move them onto the Career Ladder in addition to technical changes that were identified for the first year of implementation. Dr. Clark commended the committee for their work on this item.

Ms. Critchfield moved on to item 15, Literacy Recommendations, and pointed out two things. One is that all schools will be reporting their scores on the Idaho Reading Indicator (IRI) rather than only low scoring schools. The second item is that this rule would provide districts an opportunity for kindergarten students that are below basic in their testing to have a full day of kindergarten or some other type of proven effective program. Those schools would be identified and the hope is that they would receive funding in order to provide some of these services.

Ms. Critchfield indicated item 17, ADA Calculation, is new and is related to the average daily attendance (ADA) calculation. Ms. Bent provided a recap that the item is part of the Public School Funding Committee's recommendation. She indicated that the

Boardwork

committee was tasked with looking at the funding formula for K-12 schools, and that the formula is based heavily on how ADA is calculated. She indicated part of this item was to give some certainty to districts and that the committee will be working on a future recommendation for public school funding. This is the initial recommendation on how to calculate ADA. Mr. Hill requested the item be developed more before it goes before the legislature, specifically regarding the funding of virtual schools. Ms. Bent indicated the committee will continue to work on it.

Ms. Bent indicated if the Board is comfortable with these legislative proposals, they will be submitted to DFM today which today is the deadline. If there are any questions or concerns, there is an opportunity to edit or pull legislation at the October Board meeting. Mr. Westerberg remarked that an enrollment based funding proposal should be looked at in the future. Dr. Clark pointed out that if you look at enrollment based funding without an additional type of funding, it actually reduces the amount that districts received, but clarified by saying this is a good intermediate step.

Dr. Goesling asked about students who were impacted by the recent fires in their areas, such as the Kamiah district. Mr. Freeman responded that regarding those districts, there is a provision in code for extraordinary circumstances, such as natural disasters, where if a district has an unexpected drop in attendance their ADA funding is protected at 97% of the previous year's ADA.

OTHER BUSINESS

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

M/S (Atchley/Hill): To adjourn the meeting at 2:30 p.m. Mountain Time. The motion carried unanimously.

TAB	DESCRIPTION	ACTION
A	PERFORMANCE MEASURES REPORTS	Information Item
В	INDIAN EDUCATION STRATEGIC PLAN	Motion to Approve

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SUBJECT

Idaho Public Education System Performance Measure Reporting

REFERENCE

June 2014	Board approved the institutions updated strategic plans, including performance measures for the next four years.
October 2014	Board reviewed performance measures for the period from FY 2015 – FY 2019.
December 2014	Board discussed amendments to its statewide K-20 Education Strategic Plan
February 2015	Board approved amendments to its statewide K-20 Education Strategic Plan
June 2015	The Board approved the institutions updated strategic plans, including performance measures for the next four years.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The performance measure data are presented to provide a general overview of the progress the state public education system is making toward the Board's strategic plan goals as well as the agencies' and institutions' strategic plan goals. This presentation is meant generate a discussion regarding the overall cumulative progress being made toward the Board's goals and objectives as well as the institutions specific goals and objectives and any changes the Board may want to make in December to it is strategic plan, including performance measures.

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

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

IMPACT

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

ATTACHMENTS

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Attachment 2 – State Board of Education Performance Measure Da	ta Page 12
	-
Institution and Agency Reports	
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Special and Health Programs	
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Attachment 18 – Idaho Dental Education Program	
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Research Specific Reports	Dece 100

Attachment 26 – Research Activity Report – FY14	Page 126
Attachment 27 – Research Strategic Plan Performance Measures	Page 138

Other Board Strategic Plan Performance Reports

Attachment 28 – STEM Education Performance Measure Report	Page 139
Attachment 29 – Indian Education Performance Measure Report	Page 141

STAFF COMMENTS AND RECOMMENDATIONS

The Board approved the institutions' and agencies' strategic plans at the June 2015 Board meeting. The strategic plans include performance measures and benchmarks. In September of each year the Board and the institutions and agencies are required to select performance measures from their strategic plans and submit them to the Division of Financial Management (DFM). DFM then provides the report to the Governor and the legislature as well as posting them

on its website. The performance measures provided in the attached Performance Measure Reports are performance measures approved by the Board when the Board approved the agencies and institutions strategic plans, the reports include the six (6) system-wide measures and additional measures selected out of the strategic plans by the institutions.

This year's presentation will focus on the six (6) system-wide performance measures as well as selected performance measures from the educational pipeline out of the Board's strategic plan. The measures selected out of the Board's strategic plan were selected as viewpoints into the education pipeline that have been identified as critical points where students leave the pipeline. The presentation is formatted to allow for discussion specific to the individual institutions as well as the system as a whole following each performance measure. The data on all of the performance measures included in the Board's strategic plan are included as Attachment 2. Following the presentation, time has been allotted for Board members to discuss and give direction regarding any changes the Board would like to see in either the institution and agencies performance measures. The Board's strategic plans or the Board's strategic plan and performance measures. The Board's strategic plan would like to see in either the institution and agencies performance measures. The Board's strategic plan would like to see in either the institution and agencies performance measures. The Board's strategic plan would be updated and brought back to the Board for consideration at the December 2015 Board meeting.

Over the past year Board staff has worked with institution staff to better define the six (6) system wide performance measures to ensure that each institution reports the data consistently. The efficiency measures are slightly different than similar measures reported to the Integrated Postsecondary Education Data System (IPEDS). The Board has requested in the past that some measures also be benchmarked to the institutions' Board approved peers.

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 CY2015-2019 FY2016-2020 **Strategic Plan** An Idaho Education: High Potential – High Achievement



VISION

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

MISSION

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

AUTHORITY AND SCOPE:

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

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

State Board of Education Governed Agencies and Institutions:

1

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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.

Performance Measures:

- Annual number of state-funded scholarships awarded and total dollar amount. **Benchmark:** 20,000, \$16M
- Unmet financial need, average undergraduate loan indebtedness, and average default rate

Benchmark: Increase the percentage of students whose financial need was fully met by 15% over 5 years

Benchmark: 85% graduating student debt of weighted peers

Benchmark: 10% reduction of average default rate in 5 years

• Percentage of Idaho High School graduates meeting college placement/entrance exam college readiness benchmarks.

Benchmark:	SAT – 60%
	ACT – 60%

- Percent of high school students enrolled and number of credits earned in Dual Credit and Advanced Placement (AP):
 - Dual credit
 Benchmark: 30% students per year
 Benchmark: 75,000 credits per year
 - Tech prep
 Benchmarks 2
 - Benchmark: 27% students per year enrolled.
 - Advanced Placement (AP) exams taken each year.
 Benchmark: 10% students per year
 Benchmark: 10,000 exams taken per year
- Percent of high school graduates who enroll in postsecondary institutions:
 - Within 12 months of graduation **Benchmark:** 60%
 - Within 36 months of graduation **Benchmark:** 80%
- Gap in access measures between groups with traditionally low educational attainment (traditionally underrepresented groups) and the general populace.

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

Performance Measures:

Percent of Idahoans ages 35-64 who have a college degree.
 Benchmark: 37%

2

- Number of graduates of training programs in the technical colleges (integrated, reintegrated, upgrade, and customized)
 Benchmark: 10
- Number of GEDs awarded per population **Benchmark:** 5,000
- Number of non-traditional college graduates (age>39) **Benchmark:** 2,000
- Gap in re-integration measures between groups with traditionally low educational attainment (traditionally underrepresented groups) and the general populace.

Objective C: Higher Level of Educational Attainment – Increase successful progression through Idaho's educational system.

Performance Measures:

- Percent of Idahoans (ages 25-34) who have a college degree or certificate requiring one academic year or more of study.
 Benchmark: 60%
- High School Graduation rate.
 Benchmark: 95%
- Percentage of new full-time degree-seeking students who return (or who graduate) for second year in an Idaho postsecondary public institution. (distinguish between new freshmen and transfers)

2-year Institution Benchmark: 75%

4-year Institution Benchmark: 85%

• Unduplicated number of graduates as a percent of degree seeking student FTE.

Benchmark: 20%

• Distinct number of graduates at each level relative to Board target numbers.

Benchmark: Certificates – 7% by 2020

Benchmark: Associate's – 19% by 2020

Benchmark: Bachelor's – 26% by 2020

Benchmark: Graduate degree – 8% by 2020

• Gap in educational attainment measures between groups with traditionally low educational attainment (traditionally underrepresented groups) and the general populace.

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 5th and 10th Grade students, broken out by subject area (Reading, Language Arts, Mathematics, Science)
- Average composite college placement score of graduating secondary students.

Benchmark: ACT – 24 **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.

Objective E: Education to Workforce Alignment – Deliver relevant education that meets the needs of Idaho and the region.

Performance Measures:

 Ratio of STEM to non-STEM baccalaureate degrees conferred in STEM fields (CCA/IPEDS Definition of STEM fields).

Benchmark: 1:4

- Number of University of Utah Medical School or WWAMI graduates who are residents in one of Idaho's graduate medical education programs.
 Benchmark: 8 graduates at any one time
- Number of Idaho graduates who participated in one of the state sponsored medical programs who return to Idaho.
 Benchmark: TBD
- Percentage of Family Medicine Residency graduates practicing in Idaho.
 Benchmark: 60%
- Percentage of Psychiatry Residency Program graduates practicing in Idaho.
 Benchmark: 50%
- Number of graduates in high demand fields as defined by the Idaho Department of Labor.

Benchmark: TBD

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.

Objective A: Workforce Readiness – Prepare students to efficiently and effectively enter and succeed in the workforce.

Performance Measures:

- Percentage of graduates employed in Idaho 1 and 3 years after graduation Benchmark: 1 year - 75% Benchmark: 3 years - 75%
- Percentage of students participating in internships. Benchmark: 30%

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Percentage of students participating in undergraduate research.
 Benchmark: 30%

Objective B: Innovation and Creativity – Increase creation and development of new ideas and solutions that benefit society.

Performance Measures:

- Institution expenditures from competitive Federally funded grants Benchmark: \$112M
- Institution expenditures from competitive industry funded grants Benchmark: \$7.2M
- Funding of sponsored projects involving the private sector. Benchmark: 10% increase
- Total amount of research expenditures **Benchmark:** 20% increase
- Measure of production of intellectual property: number of startups, number of patents, number of disclosures, etc.
 Benchmark: 10% increase

Objective C: Economic Growth - New objective currently under development.

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, security of data and accessibility of aggregate data for informed decision-making and continuous improvement of Idaho's educational system.

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%

Objective C: Alignment and Coordination – Facilitate and promote the articulation and transfer of students throughout the education pipeline (Secondary School, Technical Training, 2yr, 4yr, etc.).

Percent of Idaho community college transfers who graduate from four year institutions.

Benchmark: 50%

Percent of dual credit students go-on to postsecondary education within 12 months of graduating from high school.
 Benchmark: 80%

 Percent of dual credit students who graduate high school with an Associate's Degree

Benchmark: 10%

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

Benchmark: 2 year – less than 55% **Benchmark:** 4 year – less than 20%

Objective D: Productivity and Efficiency – Apply the principles of program prioritization for resource allocation and reallocation.

- Expense per student FTE **Benchmark:** \$12,000
- Graduates per \$100,000 **Benchmark:** 1.7
- Number of degrees produced **Benchmark:** 14,000
- Number of graduates **Benchmark:** 13,000
- Cost per undergraduate weighted student credit hour **Benchmark:** \$400
- Average net cost to attend public 4 year institution. **Benchmark:** 90% of peers (using IPEDS calculation)
- Median number of credits earned at completion of a degree program.
 Benchmark: 115% of required for transfer students
 Benchmark: 115% of required for non-transfer students
- Institutional reserves comparable to best practice.
 Benchmark: A minimum target reserve of 5% of operating expenditures.

Objective E: Advocacy and Communication – Educate the public and their elected representatives by advocating the value and impact of the educational system.

Key External Factors

Accreditation

Eligible Idaho public Universities are regionally accredited by the Northwest Commission on Colleges & Universities (NWCCU). To that end, there are 24 Eligibility Requirements and Five Standards that contain 114 subsets for which the institutions must maintain compliance. The five Standards for Accreditation are best understood within the context of the seven-year accreditation cycle. Although each is to be addressed during different stages of the cycle (Standard One in year one, Standard Two in year three, and Standards Three, Four, and Five in year seven), the standards are interconnected and build upon each other in a recursive cycle of continuous improvement. For that reason, as an institution focuses on a given standard(s) for its Self-Evaluation Report, it does so in light of the standard(s) that have already been

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addressed, with the result that the information and analysis of previously addressed standards may be updated, expanded, and modified to produce a cohesive report. The five Standards for Accreditation are statements that articulate the quality and effectiveness expected of Accredited institutions, and collectively they provide a framework for continuous improvement within institutions. The five standards also serve as indicators by which institutions are evaluated by peers. The standards are designed to guide institutions in a process of self-reflection that blends analysis and synthesis in a holistic examination of:

- The institution's Mission and Core Themes;
- The translation of the Mission's Core Themes into assessable objectives supported by programs and services;
- The appraisal of the institution's potential to fulfill the Mission;
- The planning and implementation involved in achieving and assessing the desired outcomes of programs and services; and
- An evaluation of the results of the institution's efforts to fulfill the Mission and assess its ability to monitor its environment, adapt, and sustain itself as a viable institution.

The accreditation process is intended to be one of continues improvement, involving both self-assessment and peer-review at the various stages. This processes necessitates flexibility and the capacity to make changes based on both the Eligibility Requirements and Standards of the NWCCU at times that may not be in alignment with state processes. In addition, the NWCCU may make recommendations to Institutions that could be in conflict with state timelines and content requirements.

Current Initiatives

- 1. Support and facilitate the implementation of the Governor's Task Force for Improving Education 20 recommendations.
- 2. Ensure college and career readiness
- 3. Development of intentional advising along the k-20 continuum that links education with careers
- 4. Support accelerated high school to postsecondary education and career pathways
- 5. Develop statewide model for remedial placement and education
- 6. Provide clear statewide articulation and transfer options
- 7. Establish metrics and accountability for all components of the public education system
- 8. Strengthen collaborations between education and business/industry partners
- 9. Provide meaningful financial aid/support
- 10. Develop transfer coordinated admission policies between community colleges and four year institutions to create pathways from 2 year to 4 year institutions.
- 11. Continued assessment of postsecondary institution mission fulfillment and effectiveness through the accreditation process.



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	Performance for School Year Ending in Spring (i.e., Academic Year):						
		2018					
Goal/Objective	Performance Measure	Benchmark	2011	2012	2013	2014	2015
Goal 1: A Well Educated Citi	zenry						
Goal 1, Objective A: Access.	Annual number of state-funded scholarships awarded.	20,000	7,904	7,740	8,219	7,860	1,782
	Annual total dollar amount of state-funded scholarships awarded.	\$16,000,000	\$5,934,857	\$7,627,099	\$6,992,527	\$6,187,700	\$6,369,276
	Amount of need-based aid per undergraduate student. Postsecondary student enrollment by race/ethnicity/gender as compared against population.	\$489	\$22	\$28	\$15		
	Total Postsecondary student enrollment by race/ethnicity for White/White, non-Hispanic. Total Postsecondary student enrollment by race/ethnicity for all	85,000	77,267	78,273	77,752	75,045	
	other race/ethnicities.	30,000	25,385	25,541	25,806	26,009	
	Percent of Idaho (High School) graduates meeting placement test college readiness benchmark on SAT Reading Test Percent of Idaho (High School) graduates meeting placement	60%	66.6%	69.7%	34.2%	34.2%	37.9%
	test college readiness benchmark on SAT Writing Test Percent of Idaho (High School) graduates meeting placement	60%	56.3%	60.7%	31.9%	30.4%	26.7%
	test college readiness benchmarks on ACT Reading Test	60%	59.0%	59.0%	54.0%	55.0%	60.0%
	Percent of Idaho (High School) graduates meeting placement test college readiness benchmarks on ACT English Test	60%	72.0%	72.0%	74.0%	75.0%	77.0%
Goal 1, Objective B: Higher Level of Educational Attainment	Percent of high school students enrolled in dual credit courses.	25.0%	13.3%	15.8%	18.4%	20.3%	23.9%
	Number of credits earned in dual credit courses.	75,000	46,134	54,465	62,248	68,950	87,684
	Percent of high school students enrolled in tech prep courses.	27.0%	26.3%	24.3%	24.2%	20.0%	17.6%
	Percent of students taking AP exams.	10.0%	8.0%	8.8%	9.0%	8.9%	
	Number of AP exams. High School graduation rate as defined in the Accountability	10,000	8,380	9,193	9,463	9,149	
	Workbook. Percent of Idaho Public high school graduates who enrolled in a	95.00%	92.40%	93.30%	84.10%	77.30%	
	postsecondary institution within 12 months of graduation from an Idaho high school. Percent of Idaho Public high school graduates who enrolled in a postsecondary institution within 36 months of graduation from	80.00%	51.00%	55.00%	54.00%	51.00%	
	an Idaho high school.		61.00%	64.00%			
	Percentage of full-time first-year freshmen at 4-Year Institutions returning for second year. Percentage of full-time first-year freshmen at 2-year Institutions	85.00%	69%	71%	70%	73%	74%
	returning for second year.	75.00%	55%	56%	53%	54%	54%
	Percent of Idahoans (ages 25 to 34) who have a college degree or certificate of at least 1 year.	60% by 2020	34.97%	42.00%	41.00%		

Performance for School Year Ending in Spring (i.e., Academic Year):

	Percent of Idahoans (ages 25 to 34) who have a Baccalaureate degree. Percent of Idahoans (ages 25 to 34) who have a graduate level degree. Postsecondary unduplicated awards as a percentage of total student headcount	26.00% 8.00% 20%		19.00% 7.00% 12.69%	20.00% 5.00% 12.22%	11.72%	
Goal 1, Objective C: Adult Learner Re Integration.	 Number of integrated training and/or reintegrated training programs in the technical colleges. Number of adults enrolled in upgraded or customized training (including statewide fire & emergency services training programs. 	10 45,000		5 (plus 1 funded by JKAF) 46.733	5 (plus 1 funded by JKAF) 48,006	15 42,759	15 41,362
Goal 1, Objective D: Transition	Ratio of STEM to non-STEM baccalaureate degrees Percent of students participating in interships. Percent of students participating in undergraduate research. Number of University of Utah Medical School graduates who are residents in one of Idaho's graduate medical education	1:4.00 30.0% 30.0%	1:4.23	1:4.34 3.9%	1:4.17 4.1%	1:4.00 3.5%	3.4%
	programs. Parentage of Boise Family Medicine Residency Graduates Practicing in Idaho. Percent of Psychiatry Residency Program graduates practicing in Idaho.	8 60% 50%	8 50% 50% (1)	8 54% 50% (1)	8 54% 100% (3)	8 54% 100% (2)	8 53% 100% (1)
Goal 2: Critical Thinking & In Goal 2, Objective A: Critical Thinking, Innovation & Creativity.		\$112,000,000 \$7,200,000 10% increase 20% increase 42.2%	\$112,458,680 \$3,955,569 65.8%	\$101,824,222 \$4,544,394 92 \$81,614,760 66,4%	\$4,288,042 92	\$87,824,013 \$3,049,059 158 \$73,726,315 33.0%	111 \$101,830,918 36,1%
Goal 2, Objective B: Quality Instruction.	Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - 10th Grade Reading. Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - 10th Grade Math.	42.2 %	87.20% 78.50%	87.60% 78.00%	89.20% 76.40%	39.70% 24.50%	Test was changed Test was changed
	Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - 10th Grade Language. Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - 10th Grade Science.	100.00%	72.60% 69.30%	76.60% 72.50%	72.30%	31.50% 73.50%	Test was changed Test was changed

	Percent of students scoring in the proficient or advance ranges						
	on the Idaho Standards Achievement Test - 5th Grade						Test was
	Reading.	100.00%	88.10%	87.80%	88.50%	0.00%	changed
	Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - 5th Grade Math.	100.00%	80.90%	78.60%	79.20%	0.00%	Test was changed
	Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - 5th Grade						Test was
	Language. Percent of students scoring in the proficient or advance ranges	100.00%	78.70%	79.40%	80.10%	0.00%	changed
	on the Idaho Standards Achievement Test - 5th Grade Science.	100.00%	67.40%	69.30%	72.20%	63.40%	Test was changed
	Percent of students scoring proficient on the Idaho Standards Achievement Test (2015+) - 10th Grade ELA/Literacy						60.00%
	Percent of students scoring proficient on the Idaho Standards Achievement Test (2015+) - 10th Grade Math						30.00%
	Percent of students scoring proficient on the Idaho Standards Achievement Test (2015+) - 10th Grade Science						N/A
	Percent of students scoring proficient on the Idaho Standards Achievement Test (2015+) - 5th Grade ELA/Literacy						52.00%
	Percent of students scoring proficient on the Idaho Standards Achievement Test (2015+) - 5th Grade Math						38.00%
	Percent of students scoring proficient on the Idaho Standards Achievement Test (2015+) - 5th Grade Science						62.90%
	Average composite ACT score.	24.0	21.7	21.6	22.1	22.4	22.7
	Average Total SAT Score	1,500	1,599	1,609	1,356	1,357	1,366
	Percent of elementary and secondary schools rated as four star schools or above.	100.00%		58.5%	59.4%	59.4%	59.4%
	Percent of first-time students from public institution teacher training programs that pass the Praxis II.	90.00%					
Goal 3: Effective & Efficient I	Delivery Systems						
Goal 3, Objective A: Cost Effective &							
Fiscally Prudent.	Cost per student credit hour for 2-year institutions.	<\$185	\$478	\$500	\$346	\$380	
	Cost per student credit hour for 4-year institutions.	<\$165	\$444	\$459	\$493	\$519	
	Average net cost to attend public 4-year institution.	90% of peers	102.9%	103.7%	103.1% Full-time =	107.0%	
	Average number of credits earned at completion of an Associates degree program - NON-TRANSFER STUDENTS.	70			89.5; Part-time = 89.9;		
	Average number of credits earned at completion of an Associates degree program - TRANSFER STUDENTS.	70			N/A Full-time =		
	Average number of credits earned at completion of Bachelor's degree program - NON-TRANSFER STUDENTS.	130			140.8; Part- time = 135.1;		
	Average number of credits earned at completion of Bachelor's degree program - TRANSFER STUDENTS.	130			Transfer = 108.9 (31 to 59 credits)		

	Percent of 4-year postsecondary first-time first year freshman who graduate from an Idaho High School in the previous year requiring remedial education in math and/or language arts. Percent of 2-year postsecondary first-time first year freshman who graduate from an Idaho High School in the previous year requiring remedial education in math and/or language art.				76.1% BSU = 3.5%; ISU= 7.3%;	60.6% BSU = 5.0%; ISU= 11.7%; U	63.6% BSU = 6.1%;	22.7' 63.5'	
	Institution reserves comparable to best practice.	> or = 5%		LCSC=3.5%	LCSC = 3.8%	LCSC = 5.1%	LCSC = 6.5%		
		Phase II							
Goal 3, Objective B: Data-informed decision making.	Develop a P-20 to workforce longitudinal data system with the ability to access timely and relevant data.	completed 6/30/13; Pf III complete 6/30/14; Pf IV complete 6/30/15.	nase ed by nase						

Idaho Division of Professional-Technical Education Performance Measurement Report - FY 2015

Part I – Agency Profile

Agency Overview

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

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

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

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

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

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

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

The DPTE staff consists of 33 FTP employees; 7 are federally funded, 23 are funded through the state general fund and 3 are funded through a dedicated fund. The DPTE budget also includes 478.09 technical college FTPs.

Core Functions/Idaho Code

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

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

Idaho Division of Professional-Technical Education Performance Measurement Report - FY 2015

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

Revenue and Expenditures

Revenue	FY2012	FY2013	FY2014	FY2015
General Fund	\$46,511,600	\$48,259,600	\$48,957,400	\$53,079,000
Seminars and Publication Fund	\$70,300	\$55,100	\$67,700	\$86,600
Displaced Homemaker	\$160,700	\$153,500	\$146,400	\$139,000
Haz Mat/Waste Training	\$67,800	\$67,800	\$67,800	\$67,800
Federal Grant	\$8,813,000	\$8,529,400	\$9,532,500	\$8,774,800
Miscellaneous Revenue Fund	\$236,100	\$1,085	\$128,800	\$210,800
Drivers Training Account	\$5,700	\$3,000	\$1,500	\$0
Total	\$55,865,200	\$57,069,485	\$58,902,100	\$62,358,000
Expenditures	FY2012	FY2013	FY2014	FY2015
Personnel Costs	\$2,275,500	\$2,366,400	\$2,276,600	\$2,263,900
Operating Expenditures	\$479,600	\$492,400	\$479,600	\$548,500
Capital Outlay	\$39,700	\$0	\$35,200	\$103,800
Trustee/Benefit Payments	\$53,413,200	\$55,106,600	\$56,908,500	\$58,416,000
Total	\$56,208,000	\$57,965,400	\$59,699,900	\$61,332,200

Idaho Division of Professional-Technical Education Performance

Performance Measurement Report - FY 2015

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY2012	FY2013	FY2014	FY2015
Number of Students Enrolled in High School PTE Programs (headcount)	85,490	84,423	83,026	85,198
Number of Students Enrolled in Postsecondary PTE Programs (headcount)	8,815	7,760	7,066	6,930
Number of Technical College FTE enrollments	4,483	4,349	4,120	3,959
Number of Workforce Training Network (WTN) enrollments (headcount)	42,119	43,487	39,617	37,908
Number of WTN enrollments for Fire and Emergency Services Training (headcount)	4,614	4,519	3,748	3,454
Number of clients served in the ABE program (headcount)	6,330	6,329	5,091	5,102
Number of Adults Served in the Displaced Homemaker Program (Center for New Directions)	1,038	552	405	463
Number of state employees enrolled in the Certified Public Manager (CPM) Program *	78	77	94	48
Health Matters Wellness Program monthly average website hits	182,263	182,382	217,745	184,175

*In FY2016, totals are expected to be around 130 participants.

Performance Highlights

ABE - The *Integrated Transition and Retention Program* (ITRP) is an innovative, coordinated effort that promotes the improvement of student completion rates in technical college programs. ITRP is designed to assist students who may not meet the entry requirements of a technical program or are struggling in a technical program and are in need of remediation in reading, writing, and/or math. These programs feature: 1) ABE and PTE instructors co-teaching in the same classroom and/or co-planning and following up on student progress; 2) ABE instructors creating applied lesson plans in reading, writing, and/or math using technical curriculum content; and, 3) time shortened programs that do not add time to what would normally be required for course completion. This year ITRP instruction was provided to 294 unique students enrolled in technical programs including Business Technology, Diesel Mechanics, Welding, Culinary Arts, Hospitality, Health Related Fields, and Technical and Industry Programs. Of the 294 students enrolled in ITRP programs, 215 completed their ITRP program. Of those who completed their ITRP program, 211 met their specific education goal for enrolling in the program (such as improved COMPASS scores or passing their CNA certification exam). Of the students who enrolled in a federally-funded ITRP program, 214 continued in, enrolled in, or qualified to enroll in a technical or post-secondary program or unsubsidized employment without the need for remediation. The cost was approximately \$330 per student.

Idaho Division of Professional-Technical Education

Performance Measurement Report - FY 2015

Part II – Performance Measures

Performance Measure	FY2012	FY2013	FY2014	FY2015	Benchmark
Postsecondary student pass rate for Technical Skill Assessment (TSA)	90.1%	91.4%	92.5%	Numbers reported in Nov.	90%
Secondary student pass rate for Technical Skill Assessment (TSA)*	73.6%	73.2%	73.3%	Numbers reported in Nov.	75%
Percentage of ABE clients within the cohort who transition to postsecondary education**	N/A	26%	23%	Numbers reported in Nov.	27%
Positive placement rate of postsecondary program completers***	91%	90%	92%	93%	Placement at 90.5% or higher
Rate of secondary program completers (concentrators) who transition to postsecondary education or training ****	64%	64%	67%	64%	Exceed National Center for Higher Education Management System rankings in Idaho

Performance Measure Explanatory Notes:

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

For More Information Contact

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Eastern Idaho Technical College

Performance Measurement Report

Part I – Agency Profile

Agency Overview

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

Core Functions/Idaho Code

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

Revenue and Expenditures

Revenue	FY 2012	FY 2013	FY 2014	*FY 2015
General Fund and Misc. Receipts	\$5,642,720	\$5,949,091	\$5,925,681	6,494,161
Grants and Contracts	\$4,246,278	\$3,932,162	\$3,932,913	3,875,745
Student Fees	\$763,846	\$785,091	\$755,404	801,178
Capital Grants and Appropriations	\$7,757	\$342,704	\$648,132	105,117
Sales and Services	\$406,151	\$393,834	\$367,409	341,828
Other	<u>\$48,624</u>	<u>\$40,654</u>	<u>\$29,060</u>	<u>47,072</u>
Total	\$11,115,376	\$11,443,536	\$11,658,599	11,665,101
Expenditure	FY 2012	FY 2013	FY 2014	FY 2015
Personnel Costs	\$7,426,902	\$7,473,039	\$7,273,089	7,598,785
Operating Expenses	\$4,589,954	\$4,697,987	\$4,208,132	4,413,552
Capital Outlay	<u>\$7,757</u>	<u>\$342,704</u>	<u>\$648,132</u>	<u>105,117</u>
Total	\$12,024,614	\$12,513,730	\$12,129,353	12,117,454

* Figures are unaudited

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2012	FY 2013	FY 2014	FY 2015
Annual (unduplicated) Enrollment Headcount - Professional Technical Education	1,364	1,240	1,196	1,172
Annual Enrollment FTE - Professional Technical	581	530	514	485
Credit Hours Taught	17,437	15,917	15,406	14,546
Degrees/Certificates Awarded - Professional Technical	242	231	239	217
Workforce Training Headcount	14,143	11,789	11,446	11,289
Number and percentage of Students successfully completing Remedial English & Math Courses ¹	95, 74%	138, 70%	89, 72%	68, 76%
Remediation: Number of first-time freshman who graduate from and Idaho High school in the previous year requiring remedial education – unduplicated	12/50, 24%	13/58, 22%	7/51, 14%	10/44 23%

State of Idaho

Eastern Idaho Technical College

Performance Measurement Report

Cases Managed and/or Key Services Provided	FY 2012	FY 2013	FY 2014	FY 2015
Retention - number of full-time and part-time freshmen returning for a second year or program completion if professional-technical program of less than one year (break out full-time numbers from part-time numbers, this counts as one measure)	FT 94/130 72% PT 111/309 36%	FT 68/94 72% PT 82/269 30%	FT 75/114 66% PT 99/278 36%	FT 65/105 62% PT 91/264 34%
Dual Credit - Total credit hours earned and the unduplicated headcount of participating students	3.00/1	4.00/1	6.00/1	3.00/1

Profile of Cases Managed and/or Key Services Provided Explanatory Notes

¹ As of 2015FY EITC does not teach Remedial English (ENG-090), students who have a COMPASS score of 47-67 are required to take a non-credit English lab course in conjunction with English 101, and scores below this require ABE courses in English.

Performance Highlights

- Accreditation for the Fire Service Technology was received in April 0f 2015. This accreditation covers 240 fire departments in Idaho and 7,000 firefighters.
- Received an International Fire Service Congress (IFSAC) accreditation for the statewide Fire Service Technology Program.
- EITC will be offering 2 new programs in 2015-16. The Radiation Safety Program will result in an Intermediate Technical Certificate and the Precision Tool Technology Program will result in an AAS degree.
- The Register Nursing Program was reviewed by the State Board of Nursing and all changes and course outcomes were approved. This program will be increasing enrollment in 2016

Part II – Performance Measures

Performance Measure	FY 2012	FY 2013	FY 2014	FY 2015	Benchmark
Tutoring contact hours in support of student needs for the number of contact hours annually per unduplicated headcount (Goal 2, Objective C, Method 2)	4 hours	5 Hours	4 Hours	4 hours	6 Hours
Center for New Directions(CND), Number of applicants/students receiving CND services (Goal 2, Objective F, Method 1)	686	518	411	258	415

WORKSESSION - PPGA

Eastern Idaho Technical College

Performance Measurement Report

Performance Measure	FY 2012	FY 2013	FY 2014	FY 2015	Benchmark
Increase the academic outcomes of students enrolled in Adult Basic Education Division (ABE) (Goal 1, Objective B, Method 1)	ABE 1 41% ABE 2 53% ABE 3 52% ABE 4 37% ABE 5 33% ESL 1 45% ESL 2 39% ESL 3 47% ESL 4 47% ESL 4 47% ESL 5 37% ESL 6 29%	ABE 1 33% ABE 2 57% ABE 3 54% ABE 4 36% ABE 5 41% ESL 1 56% ESL 2 53% ESL 3 50% ESL 4 33% ESL 5 32% ESL 6 20%	ABE 1 *N/A ABE 2 58% ABE 3 58% ABE 4 48% ABE 5 44% ESL 1 N/A ESL 2 57% ESL 3 48% ESL 4 42% ESL 5 40% ESL 5 25%	ABE1 50% ABE 2 57% ABE 3 58% ABE 4 51% ABE 5 41% ESL 1 20% ESL 2 33% ESL 3 44% ESL 4 48% ESL 5 50% ESL 6 19%	ABE 154%ABE 252%ABE 347%ABE 444%ABE 540%ESL 151%ESL 255%ESL 355%ESL 445%ESL 545%ESL 626%
Unduplicated number of graduates over rolling 3-year average degree seeking FTE (split by undergraduate/graduate) (Goal 1, Objective A, Method 2)	44%	45%	48%	48%	55%
Degree and certificate production and headcount of recipients (Split by undergraduate/graduate) (Goal 1, Objective A, Method 2)	244/243	232/231	240/239	217/216	239
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) (Goal 1 Objective D, Method 1)	2.32	2.16	2.31		Benchmark not established
Undergraduate Cost per Credit (Goal 1, Objective D, Method 1)	\$599	\$671	\$663		Benchmark not established
Success & Progress Rate: 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 – (a) one for transfer students and (b) one for new freshmen (Goal 2, Objective A, Method 5)	a. 70% b. 71%	a. 74% b. 61%	a. 70% b. 64%		70%

Eastern Idaho Technical College

Performance Measurement Report

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State of Idaho

WORKSESSION - PPGA

TAB A Page 23

College of Southern Idaho

Performance Measurement Report

Part I – Agency Profile

Agency Overview

The College of Southern Idaho (CSI), a comprehensive community college, represents a shared vision and a collaborative effort of the citizens of South-Central Idaho. In 1963, the Idaho Legislature passed the Junior College Act, which provided for the establishment of junior college districts. Twin Falls County voted to form a junior college district in November 1964. The following year Jerome County citizens voted to join the junior college district. CSI is celebrating its 50th anniversary during the 2015-2016 academic year.

CSI is funded by a two-county community college district, student tuition and fees, and state allocations and is under the direction of a locally-elected five-member Board of Trustees in cooperation with the Idaho State Board of Education. The Board of Trustees hired Dr. James L. Taylor as the first President of the College of Southern Idaho. He served as president until his death in November of 1982. Gerald R. Meyerhoeffer became president in 1983 and Dr. Gerald Beck became CSI's third president in 2005. On January 1, 2014, Dr. Jeff Fox was selected as the College of Southern Idaho's fourth president.

CSI's service area is defined in Idaho Code as an eight county area consisting of Twin Falls, Jerome, Lincoln, Camas, Blaine, Gooding, Minidoka, and Cassia counties. CSI offers its programs and courses at the nearly 350 acre main campus in Twin Falls, as well as at the off-campus centers in Burley (Mini-Cassia Center), Hailey (Blaine County Center), Gooding (North Side Center), and Jerome (Jerome Center). Additionally, in an effort to assist in the creation of a community college in eastern Idaho, CSI has established an off-campus center in Idaho Falls (Idaho Falls Center) in response to the state's request to offer courses in Idaho Falls. The college currently has 435 full-time employees and 316 part-time employees.

The College of Southern Idaho's mission, as a comprehensive community college, is to provide quality educational, social, cultural, economic, and workforce development opportunities that meet the diverse needs of the communities it serves. Students can choose from a wide range of transfer and professional-technical programs with more than 130 program options ranging from certificates to two-year associate degrees. Additionally, CSI provides basic skills, workforce training, economic development, and enrichment programs to its students and community members. The college also offers Adult Basic Education and English as a Second Language courses for students requiring pre-college-level work.

Faculty teach in a variety of modalities including traditional classrooms, online via the Internet, hybrid courses, on a microwave system, and online over the State's broadband service. CSI partners with sister public postsecondary institutions in Idaho, which offer over 50 bachelors, masters, and other terminal degrees for students on the CSI campus. CSI is also active within its community, offering various enrichment courses, cultural and athletic events, business partnerships, and supporting economic development.

The institution was initially accredited by the Northwest Commission on Colleges and Universities (NWCCU) in 1968 and has had its accreditation continuously reaffirmed by NWCCU, most recently in June 2015. CSI continues to partner with the College of Western Idaho (CWI) in order to assist CWI in meeting standards for accreditation and to allow CWI to offer certificates and degrees while seeking accredited status.

Core Functions

The College of Southern Idaho was established and is governed under Chapter 21 of Title 33, Idaho Code. The College of Southern Idaho's mission is to provide quality educational, social, cultural, economic, and workforce development opportunities that meet the diverse needs of the communities it serves. The primary function of the College of Southern Idaho as stated in Idaho Code is "instruction in academic subjects, and in such non-academic subjects as shall be authorized by its board of trustees" (Section 33-2102, Idaho Code).

State of Idaho

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College of Southern Idaho

Performance Measurement Report

Revenue and Expenditures

Revenues	FY 2012	FY 2013	FY 2014	FY 2015
Academic Appropriation	\$10,243,000	\$11,544,300	\$11,948,200	\$12,241,900
Liquor Fund	\$200,000	\$200,000	\$200,800	\$200,000
Inventory Phaseout	\$584,675	\$603,392	\$617,048	\$637,326
Property Taxes	\$5,229,468	\$5,351,691	\$5,704,325	\$5,800,084
Tuition & Fees	\$11,900,375	\$11,797,097	\$11,273,859	\$10,645,022
County Tuition	\$1,547,900	\$1,722,608	\$1,459,115	\$1,429,238
Other	\$1,537,582	\$1,476,912	\$1,513,653	\$1,645,430
Total	\$31,243,000	\$32,696,000	\$32,664,000	\$32,599,000
Expenditures	FY 2012	FY 2013	FY 2014	FY 2015
Personnel Costs	22,084,000	23,221,000	23,285,000	\$22,170,000
Operating Expenditures	3,972,000	4,377,000	4,893,000	\$4,513,000
Capital Outlay	5,187,000	5,098,000	4,539,000	\$5,916,000
Total	\$31,243,000	\$32,696,000	\$32,664,000	\$32,599,000

Profile of Cases Managed and/or Key Services Provided

FY2012	FY 2013	FY 2014	FY 2015
12,915	12,042	11,747	10, 686
1,578	1,354	1,190	1,097
11,337	10,688	10,557	9,589
(2011-12)	(2012-13)	(2013-14)	(2014-15)
5,182.73	4,934.83	4,468.17	4,153.70
1,031.13	961.43	892.60	803.47
4,151.60	3,973.40	3,575.57	3,350.23
(2011-12)	(2012-13)	(2013-14)	(2014-15)
993	1,129	1,271	1,152
(2010-11)	(2011-12)	(2012-13)	(2013-14)
17.1% (889 / 5,187)	19.8% (1,029 / 5,185)	21.3% (1,100/ 5,158)	19.8% (963/4,862)
(2010-11)	(2011-12)	(2012-13)	(2013-14)
20.41 (993 / 48.66) (2010-11)	21.98 (1,129 / 51.37) (2011-12)	24.24 (1,271/52.43) (2012-13)	24.99 (1,152/46.10) (2013-14)
4,426	3,368	3,137	4,319
(2011-2012)	(2012-2013)	(2013-2014)	(2014-2015)
2,685 4,742 14,187 (2011-2012)	2,774 5,131 14,218 (2012-2013)	2,486 3,986 12,171 (2013-2014)	3,178 5,312 16,331 (2014-2015)
	FY2012 12,915 1,578 11,337 (2011-12) 5,182.73 1,031.13 4,151.60 (2011-12) 993 (2010-11) 17.1% (889 / 5,187) (2010-11) 20.41 (993 / 48.66) (2010-11) 4,426 (2011-2012) 2,685 4,742	FY2012FY 201312,91512,0421,5781,35411,33710,688(2011-12)(2012-13)5,182.734,934.831,031.13961.434,151.603,973.40(2011-12)(2012-13)9931,129(2010-11)(2011-12)17.1%19.8%(889/5,187)(1,029/5,185)(2010-11)(2011-12)20.4121.98(993/48.66)(1,129/51.37)(2010-11)(2011-12)4,4263,368(2011-2012)(2012-2013)2,6852,7744,7425,13114,18714,218	FY 2012FY 2013FY 201412,91512,04211,7471,5781,3541,19011,33710,68810,557(2011-12)(2012-13)(2013-14)5,182.734,934.834,468.171,031.13961.43892.604,151.603,973.403,575.57(2011-12)(2012-13)(2013-14)9931,1291,271(2010-11)(2011-12)(2012-13)17.1%19.8%21.3%(889 / 5,187)(1,029 / 5,185)(1,100 / 5,158)(2010-11)(2011-12)(2012-13)20.4121.9824.24(993 / 48.66)(1,129 / 51.37)(1,271/52.43)(2010-11)(2011-12)(2012-13)4,4263,3683,137(2011-2012)(2012-2013)(2013-2014)2,6852,7742,4864,7425,1313,98614,18714,21812,171

State of Idaho

Performance Measurement Report

Performance Highlights

Student Success Initiative

During the 2014-2015 academic year, CSI continued its campus-wide effort to improve retention and graduation. Specifically, the college worked to remove barriers to graduation and to streamline programs and requirements in an effort to improve student success. Some specific examples include the following items.

In conjunction with recent changes to State Board policy, the college reduced the minimum number of credits required to complete an Associate of Science, Associate of Arts, and Associate of Applied Science degree from 64 credits to 60 credits. The college also reduced the number of general education credits required for the Associate of Applied Science Degree from 16 to 15. As appropriate, specific programs have reduced the overall number of credits required for graduation in order to meet these new minimums, thereby allowing students to graduate in a shorter period of time and with less overall cost to the student.

The college has been working to implement practices designed to better serve underprepared students as they transition into college. In the past, students needing remedial coursework took courses in the college's Academic Development Center (ADC). However, beginning in the fall of 2014, the functions of the ADC and the faculty and courses that had been housed there were absorbed into the existing English, Languages and Philosophy Department and Mathematics, Engineering and Computer Science Department. A realignment of courses has also streamlined the number of credits and the amount of time needed for students to enter college-level coursework. Again, the goal of these changes is to reduce barriers for students and to reduce their overall costs.

The college also eliminated its Computer Literacy Requirement. While this requirement was critical for students when it was implemented more than a dozen years ago, the college determined that the requirement had become a barrier to graduation for some students. The barrier was often not tied to the computer skills possessed by the student, but was tied to their lack of understanding about the requirement. This was leading to more time at CSI at a higher cost to the student. After significant research, the college determined that, given the computer skills possessed by the majority of students entering CSI, the requirement should be removed.

Continuous Enrollment Program

CSI is in phase two, as well as year two, of its Continuous Enrollment Program (CEP) Grant from the J.A. and Kathryn Albertson Foundation. The CEP is a pilot project to measurably increase higher education access, retention, and success for non-traditional students. The program continues to recruit and work with both current CSI students and potential/future CSI students, and offer intensive orientation and advising services. The CEP will continue to work with a peer mentoring program this year. Mentors completing the commitment receive a 3-credit scholarship. The CEP is able to assist students with need based scholarships and merit based scholarships as well.

State of Idaho

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College of Southern Idaho

Performance Measurement Report

Athletics

CSI Rodeo: The College of Southern Idaho Men's Rodeo team finished the College National Finals Rodeo with two cowboys placing in the top 10 as well as a team finish of fourth in the nation. Trasen Jones earned Bull Riding Reserve Champion, finishing just .5 behind the national champion. Rusty Wright took third overall in Saddle Bronc. He also was named Saddle Bronc Rookie of the Year and National Rookie of the Year.

CSI Women's Basketball: The College of Southern Idaho Women's Basketball team won the Region 18 Tournament, qualifying for the NJCAA National Tournament, where they finished 7th. They also posted a team GPA above a 3.0 to be named NJCAA Academic Team of the Year.

CSI Men's Basketball: The College of Southern Idaho Men's Basketball team won the Scenic West Athletic Conference, Region 18 title and district championship, finishing the season ranked 8th in the country and qualifying for the NJCAA National Tournament. The Golden Eagles also got it done in the classroom, posting a team GPA of 3.06, ranking them 7th in the nation for men's basketball and earning them NJCAA Academic Team of the Year honors.

CSI Volleyball: The College of Southern Idaho Volleyball team took home the Scenic West Athletic Conference title and the Region 18 Championship en route to a third-place finish at the NJCAA National Tournament in Casper, Wyo. The Golden Eagles finished the season 35-3 and ranked fourth in the nation in the final poll.

CSI Softball: The College of Southern Idaho softball team finished the season ranked 5th in the country and excelled in the classroom, finishing with a combined team GPA of 3.6 for the 2015 NJCAA Academic Team award. That mark put them second in the country.

CSI Baseball: The College of Southern Idaho Baseball team took care of business in the classroom, becoming the fourth Golden Eagle sports team to be named a NJCAA Academic Team of the Year.

Grant Highlight

NASA Idaho Space Grant Consortium

CSI Subcontract Amount: \$469,316.00

Funding Agency: NASA

Funds from the NASA National Space Grant College and Fellowship Program were awarded to the Idaho Space Grant Consortium, in partnership with the College of Southern Idaho, to implement a community college-centered program called Opportunities to Recruit, Boost, Invest, and Transfer into Science Technology, Engineering, and Mathematics (ORBIT STEM). This program focuses on STEM student recruitment, engagement, support, and transfer/career transition through NASA-inspired, STEM-focused recruitment, scholarship funding, engagement programming, and transfer support. The five guiding goals for ORBIT into STEM include:

- Goal 1: Increase the number of students pursuing and completing STEM degrees and transferring/transitioning to careers in STEM disciplines
- Goal 2: Focus project services on Idaho students underrepresented in STEM disciplines.
- Goal 3: Award success-structured scholarships that incentivize success, retention, and completion.
- Goal 4: Strengthen collaboration between Idaho's community colleges, universities, and industry to facilitate transitions into four-year institutions and careers.
- Goal 5: Provide NASA/STEM content-focused professional development opportunities for STEM educators at Idaho's community colleges.

State of Idaho

College of Southern Idaho

Performance Measurement Report

Economic Development

CSI has a history of acting as a focal point for the attraction of new businesses to the region. In addition, CSI is actively engaged in recruiting excellent employers to our area. That is why local economic development professionals like Jan Rogers (Executive Director of the Southern Idaho Economic Development Organization) refer to the college as their "secret weapon." Economic development is a powerful contributor to a vibrant local economy. CSI continues to be a key participant in economic development and in the last year, CSI has worked with various state and local agencies to attract or encourage the expansion of such companies as Glanbia, Fabri-Kal, Performix, and Specialty Sales.

Through our partnerships with Southern Idaho Economic Development Organization, Region IV Economic Development Agency, State and Local government agencies, and business partners, Southern Idaho was awarded the 2015 Food Manufacturing Community Designation from the US Commerce Department. This designation will support the maintenance and growth of the Mature Food Sector in Southern Idaho by providing resources for Workforce Development, Infrastructure, Transportation, Water and Land Conservation, Business Retention and Expansion, Supply Chain, and Foreign Direct Investment.

CSI Foundation

The CSI Foundation, Inc. awarded over \$1.6 million in scholarship awards for the 2014-2015 school year. This is the seventh year in a row that the Foundation has awarded funds in excess of a million dollars. Contributions to the Foundation continue to support scholarships and programs for students attending CSI. The resource base for the Foundation continues to grow due to strong investment management strategies and an improving market. The CSI Foundation currently manages assets of nearly \$36 million. Gifts were received over the past year from individuals, private foundations, corporations, bequests, estates, and the CSI Employee Campaign. Students at the College of Southern Idaho are grateful for the support from the Foundation Board of Directors and donors.

Idaho Falls Outreach

The college received approval from the Northwest Commission on Colleges and Universities in November 2014 to begin offering degree programs in Idaho Falls. This formal presence is the result of an appropriation of state funds for the development of a more robust community college transfer option in Region 6. The Idaho Falls Center is housed in a former charter school building and includes classroom and office space. CSI has two full-time employees at the Idaho Falls Center. In concert with Eastern Idaho Technical College, CSI continues to assist eastern Idaho leaders in their efforts to develop a comprehensive community college in the Idaho Falls area.

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College of Southern Idaho

Performance Measurement Report

Part II – Performance Measures

Performance Measure	FY 2012	FY 2013	FY 2014	FY 2015	Benchmark
Retention Rate					
Full Time Students First-time, full-time, degree/certificate seeking students still enrolled or program completers as of the following fall (IPEDS)	54% (623/1148) Fall 2010 Cohort	57% (574/1005) Fall 2011 Cohort	56% (574/1020) Fall 2012 Cohort	56% (441/783) Fall 2013 Cohort	CSI's retention rate will be at or above the median for its IPEDS peer group.
Retention Rate Part-Time Students First-time, part-time, degree/ certificate seeking students still enrolled or program completers as of the following fall (IPEDS)	34% (169/491) Fall 2010 Cohort	40% (203/505) Fall 2011 Cohort	37% (160/434) Fall 2012 Cohort	35% (127/362) Fall 2013 Cohort	CSI's retention rate will be at or above the median for its IPEDS peer group.
Tuition and fees Full-Time Part-Time	\$1,320 \$110/credit (2011-12 year)	\$1,320 \$110/credit (2012-13 year)	\$1,320 \$110/credit (2013-14 year)	\$1,380 \$115/credit (2014-15 year)	Maintain tuition and fees, both in-state and out-of-state, at or below that of our peer institutions (defined as community colleges in Idaho).
Graduation Rate First-time, full-time, degree/certificate seeking students (IPEDS)	17% (165/949) Fall 2008 Cohort	19% (200/1062) Fall 2009 Cohort	18% (186/1011) Fall 2010 Cohort	19% (180/966) Fall 2011 Cohort	CSI's first-time full-time graduation rate will be at or above the median for its IPEDS peer group.
Cost per credit hour ¹ (IPEDS Finance and 12-Month Enrollment)	\$ 211.51 (\$34,925,587/ 165,122) (2010-11 year)	\$ 215.91 (\$35,419,525/ 164,045) (2011-12 year)	\$ 211.36 (\$32,024,919/ 151,517) (2012-13 year)	\$ 268.18 (\$36,402,896/ 135,742) (2013-14 year)	Maintain the cost of instruction per FTE at or below that of our peer institutions (defined as community colleges in Idaho).
Efficiency ² (IPEDS Finance and Completions)	2.454 (857 /\$349.26) (2010-11 year)	2.942 (1042/\$354.20) (2011-12 year)	3.482 (1115/\$320.25) (2012-13 year)	2.960 (1078/\$364.03) (2013-14 year)	Maintain degree production per \$100,000 instructional expenditures at or above that of our peer institutions (defined as community colleges in Idaho).
Transfer Rate First-time, full-time, degree/certificate seeking students (IPEDS)	15% (138/949) Fall 2008 Cohort	14% (144/1062) Fall 2009 Cohort	13% (132/1011) Fall 2010 Cohort	12% (115/966) Fall 2011 Cohort	CSI's transfer-out rate will be at or above the median for its IPEDS peer group.
Employee Compensation Competitiveness ³	94.1% (2011-12 year)	95.2% (2012-13 year)	93.4% (2013-14 year)	91.9% (2014-15 year)	CSI employee salaries will be at the mean or above for comparable positions in the Mountain States Community College Survey. ³

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College of Southern Idaho

Performance Measurement Report

Total Yearly Dollar Amount Generated Through External Grants ⁴	\$3,740,814 (2012-13 year)	\$3,832,100 (2012-13 year)	\$3,608,174 (2013-14 year)	\$4,389,174 (2014-15 year)	Will submit a minimum of \$2,750,000 yearly in external grant requests with a 33% success rate.
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¹ Costs are derived from instructional, student services and institutional support expenses identified in the IPEDS Finance report divided by the annual credit hours in the IPEDS 12-Month Enrollment report for the corresponding year. This measure differs from that submitted by Idaho's four-year colleges and universities, and should be considered under development pending further discussion with the community college financial officers and the SBOE staff.

² Certificates (of at least 1 year or more) and Degrees awarded per \$100,000 of Education and Related Spending (as defined by the IPEDS Finance expense categories of instruction, student services, and institutional support) for the corresponding year.

³ Each year a number of community colleges participate in the Mountain States Community College Survey. Information regarding full time employee salaries for reported positions is collected and listed in rank order. A mean and median range is determined for positions. In calculating this performance measure the College of Southern Idaho mean salary is divided by the Mountain States mean. The resulting percentage demonstrates how College of Southern Idaho salaries compare with other institutions in the Mountain States region.

⁴This figure is expenditure based and includes workforce training funds, external contracts, and grants directly related to the mission of CSI. This figure does not include the public service umbrella agencies such as Head Start, Early Head Start, Small Business Development Center, Office on Aging, Trans IV, the Refugee Center, and Star. The current figure comes directly from the audit, if the audit is not final, the figure comes directly from the Fund 30 trial balance expenditure figure and then is updated on the next reporting cycle.

For More Information Contact

Mr. Chris Bragg

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State of Idaho

College of Western Idaho

Performance Measurement Report

Part I – Agency Profile

Agency Overview

The College of Western Idaho (CWI) is located in the vibrant and active Treasure Valley area; Idaho's youngest community college, CWI has quickly become a valuable college resource for the region. CWI continues to experience steady growth, with 10,217 students enrolled at the start of the 2014-2015 academic year (5,735 FTE), and 7,846 students in the spring semester of 2015 (4,589 FTE).

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

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

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

Core Functions/Idaho Code

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

Revenue and Expenditures

*NOTE: FY15 financial data will not be included, per OSBE request, until audited financial statements are available

Revenue	FY 2012	FY 2013	FY 2014	FY 2015
General Funds–Gen Ed	\$4,047,100	\$6,528,400	\$8,248,800	
General Funds - PTE	\$6,289,712	\$6,596,614	\$6,636,014	
Liquor Fund	\$200,000	\$200,000	\$205,700	
Property Taxes	\$5,764,109	\$6,074,279	\$6,339,677	
Tuition and Fees	\$23,350,496	\$24,558,073	\$24,580,609	
County Tuition	\$193,900	\$392,500	\$468,750	
Misc. Revenue	<u>\$172,474</u>	<u>\$627,716</u>	<u>\$538,438</u>	
Total	\$40,017,791	\$44,977,582	\$47,017,988	
Expenditure	FY 2012	FY 2013	FY 2014	FY 2015
Personnel Costs	\$21,785,512	\$25,575,625	\$27,639,855	
Operating Expenditures	\$9,883,820	\$10,287,040	\$13,265,721	
Capital Outlay	<u>\$1,236,587</u>	<u>\$2,319,887</u>	<u>\$2,679,934</u>	
Total	\$32,905,919	\$38,182,552	\$43,585,510	

State of Idaho

College of Western Idaho

Performance Measurement Report

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services				
Provided	FY 2012	FY 2013	FY 2014	FY 2015
Annual (unduplicated) Enrollment Headcount				
Professional Technical	1,419	1,564	1,311	1,587
Academic	9,677	11,345	12,633	12,269
(PSR Annual Enrollment)				
¹ Annual Enrollment FTE				
Professional Technical	784	775	821	1,192
Academic	5,269	5,524	6,075	7,101
(PSR Annual Enrollment)				
Degrees/Certificates Awarded	647	777	1,260	1,272
(IPEDS Completions)				
Undergraduate Certificate and Degree	10.69	12.34	20	17.91
Completions per 100 (FTE) undergraduate				
students enrolled				
(IPEDS Completions and PSR Annual)				
Cost per credit hour – Financials divided by	\$152.87	\$177.89	\$198.35	⁶ \$315.06
total weighted undergraduate credit hours from				
the EWA report				
Efficiency – Certificates and degree completions	1.86	1.92	2.06	⁶ 2.06
per \$100,000 of financials				
⁵ Dual Credit Headcount (unduplicated)				
Total Annual Credit Hours	4,227	6,735	13,381	18,725
Total Annual Student Headcount	734	1,253	2,866	4,013
(SBOE Dual Credit Enrollment Report)				
² Tech Prep Headcount (unduplicated)				
Total Annual Credit Hours	649	793	537	467
Total Annual Headcount	177	174	101	83
^{3,4} Remediation				
Degree Seeking	859	757	922	809
Non-Degree Seeking	3	4	64	37
Workforce Training Headcount (duplicated)	6,778	8,163	8,295	8,038
ABE/ASE/ESL (unduplicated)	2,687	2,412	2,185	2,102

Footnotes ¹Summer, Fall, Spring

²FY15 added and previous years corrected to match official reports

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

⁴The 2014 & 2015 totals reflect a change in reporting methodology

⁵FY14 Dual Credit Headcount numbers corrected to reflect official reports

⁶FY15 reporting methodology was changed to include additional expense categories from IPEDS

College of Western Idaho

Performance Measurement Report

Performance Highlights

- **Maintaining Affordable Access:** To help provide students affordable access, CWI kept tuition and fees at the same level as the previous year.
- Accreditation: CWI has continued work towards achieving independent accreditation through the Northwest Commission on Colleges and Universities (NWCCU). During the year we hosted two representatives for the Year Three Site Visit and Mid Cycle Review. The accreditation process is on track and we anticipate full accreditation in January 2017.
- Improving Persistence, Retention and Completion: CWI implemented several key initiatives to increase opportunities for student success. These include:
 - Successful Start deadlines for admissions and enrollment to ensure that students are adequately prepared from the very first day of class.
 - Mandatory Orientation, Advising, and Registration sessions to help prepare students for beginning their college path.
 - Additional workshops added to help students with everything from time management to career exploration to computer and systems navigation.
- Expanded Transfer Opportunities for Students: CWI has worked closely with Boise State University, Lewis-Clark State College, and the University of Idaho to ensure our students are guaranteed admissions and have an even smoother process for becoming a transfer student upon graduation from CWI.
- Expanded Dual Credit Opportunities for Students: Through collaboration and promoting relationships with high schools, CWI has become the largest serving dual credit institution in the state with more than 4,000 students attaining 18,725 college credits through dual credit at CWI. This is a 40% increase over the previous year.
- Quality of Programs and Skilled Students: CWI students continue to illustrate amazing success, competing
 and winning at a national level. Last year Speech and Debate secured their fourth national championship title,
 Business Professionals of America sent seven students to nationals, and six students on the CWI's SkillsUSA
 team won awards at national competitions. These achievements are impressive for any college, but especially
 noteworthy for such a young institution.
- **Reducing Student Borrowing:** CWI disbursed \$34.2 million in financial aid and through active advising in financial aid, CWI student loan borrowing decreased by 28.4%.
- Increase in Partnerships: CWI continues to demonstrate a successful focus on partnerships with public organizations and local business and industry. Highlights in the year include: Western States CAT customized technician program; Physical Therapy Assistant program developed in collaboration with leaders in the health industry and peer colleges; and more than 300 business and industry leaders actively participating on Technical Advisory Committees (TACs) for our Professional Technical Education programs.
- Campus Development for Long-Term Sustainability: During the year the college acquired additional land on the Nampa Campus and identified property in Ada County to provide a permanent campus location in Boise. With more than 50% of CWI students residing in Ada County, the College is continuing to focus on accessibility in both Ada and Canyon Counties while shifting away from leased facilities. Currently, CWI spends over \$2M a year in leased facilities that are located in business complexes that are not ideal for sustainability and quality of services for students.
- Voluntary Framework of Accountability: As a participant in the National Association for Community College's Voluntary Framework of Accountability (VFA), CWI submitted its first data for reporting, providing CWI benchmarking opportunities with other community colleges.
- **National Design Recognition**: CWI's Micron Center for Professional Technical Education received national recognition in Outstanding Designs by American Schools and Universities Magazine.
- **College Writing Center**: The college's Writing Center served the most students in one semester to date, providing 2,400 writing consultations with students in fall 2014.

State of Idaho

WORKSESSION - PPGA

College of Western Idaho

• Apprenticeship Program Growth: Apprenticeship programs experienced the highest enrollment levels in five years with total enrollment reaching 452 students. Enrollment for the year marks a 96.5 percent increase in CWI's apprentice enrollment compared to 2012.

Part II – Performance Measures

Performance Measure	FY 2012	FY 2013	FY 2014	FY 2015	Benchmark	
Goal 1: Student Success						
¹ Professional technical program completers are employed in a related field or have transferred to a 4-year college/ university.	67.7%	72.4%	75%	76.6%	Achieve an 80% placement rate in each program.	
² Student/participant satisfaction rates.	93%	91%	80%	85.25%	80% of all student responses to end- of-course evaluations report that they are satisfied that the curriculum prepared them for a career or continuation in higher education.	
³ Retention Rates - Full-time First-time, full-time degree/ certificate seeking students who are still enrolled or who completed their program as of the following fall (IPEDS)	56%	49%	50%	52%	Develop methods for identifying student intent as	
Retention Rates - Part-time First- time, part-time degree/ certificate seeking students who are still enrolled or who completed their program as of the following fall (IPEDS)	50%	37%	37%	35%	the first step in setting these particular benchmarks.	
Goal 2: Employee Success						
⁷ Faculty and staff satisfaction	61%	63%	62%	75%	75% of CWI's faculty and staff indicate satisfaction by responding with agree or strongly agree on the annual faculty/staff satisfaction survey.	

State of Idaho

College of Western Idaho

Performance Measurement Report

Goal 3: Fiscal Stability					
Participation in the CWI Foundation Internal Campaign	53%	30%	25%	23%	By 2019, achieve a minimum of 95% benefitted employee participation in the Foundation's internal campaign.
⁵ CWI Foundation scholarships awarded	297	407	516	722	By 2019, award Foundation scholarships to at least 33% of all eligible CWI
⁵ Total CWI Foundation dollars awarded.	\$363,782	\$293,626	⁶ \$332,659	\$368,780	students, including those with automatically renewing scholarships.
Goal 4: Community Connections					
Workforce Development Student/participant satisfaction rates	100%	87%	94.97%	96.89%	80% of student responses report that they are satisfied that their experience in BP/WD programs provided professional enrichment.

Footnotes

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

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

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

⁴**CWI Foundation Scholarships:** For the purpose of this performance measure, CWI Foundation considers "eligible CWI students" to be any students who put forth an effort to receive a scholarship. CWI's goal was to meet or exceed funding of one- third of the total qualified student applications received

⁵**CWI Foundation Awards:** Numbers updated to reflect actual acceptance of awards

⁶**CWI Foundation dollars awarded:** This is a preliminary number pending audited financial statements ⁷**Faculty and staff satisfaction:** +13% variation from FY2014 to FY2015 is representative of a change in the methodology and formatting of the annual survey

State of Idaho

College of Western Idaho

Performance Measurement Report

For More Information Contact

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State of Idaho

College of Western Idaho

Performance Measurement Report

Director Attestation for Performance Measurement Report

In accordance with *Idaho Code* 67-1904, I certify the data provided in the Performance Measurement Report has been internally assessed for accuracy, and, to the best of my knowledge, is deemed to be accurate.

Department: Institutional Effectiveness

Director's Signature

Please return to:

<u>19 Aug 2015</u> Date

Division of Financial Management Attn: Cheryl Richardson 304 N. 8th Street, 3rd Floor Boise, Idaho 83720-0032

FAX: 334-2438 E-mail: cheryl.richardson@dfm.idaho.gov

State of Idaho

North Idaho College

Performance Measurement Report

August 27, 2015

Part I – Agency Profile

Agency Overview

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

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

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

Core Functions/Idaho Code

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

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

Revenue and Expenditures

Revenue	FY 2012	FY 2013	FY 2014 *	FY 2015
General Funds	\$8,742,900	\$9,677,200	\$10,029,600	\$10,341,100
Economic Recovery	\$177,600	\$0	\$0	\$0
Liquor Fund	\$200.000	\$200.000	\$204.500	\$200,000
Property Taxes	\$12,463,900	\$13,462,200	\$13,886,849	\$13,936,100
Tuition and Fees	\$10,579,300	\$14,067,100	\$14,100,707	\$14,097,400
County Tuition	\$735,800	\$735,800	\$698,456	\$735,800
Misc. Revenue	\$641,500	\$1,132,900	\$1,187,694	\$1,270,200
Total	\$33,541,000	\$39,275,200	\$40,107,805	\$40,580,600
Expenditures	FY 2012	FY 2013	FY 2014 *	FY 2015
Personnel Costs	\$23,497,000	\$26,160,500	\$25,311,035	\$28,241,600
Operating Expenditures	\$9,390,900	\$12,466,700	\$12,834,481	\$12,099,900
Capital Outlay	\$653,100	\$648,000	\$290,229	\$239,100
Total	\$33,541,000	\$39,275,200	\$38,435,745	\$40,580,600

* FY 2014 are audited financials (actuals). All other years are budgeted figures.

North Idaho College

Performance Measurement Report

August 27, 2015

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2012	FY 2013	FY 2014	FY 2015
Annual Unduplicated Headcount ¹				
 Professional Technical General Studies Adult Basic Education GED Workforce Training 	1,184 7,798 1,041 680 6,304	1,025 7,304 932 598 4,421	1,051 6,721 821 734 4,807	982 6,386 651 908 4,625
Annual Enrollment FTE ² - Professional Technical - General Studies - Adult Basic Education - GED ³ - Workforce Training	760 4,114 86 10 306	701 4,015 67 9 345	659 3,508 69 11 419	675 3,130 58 10 517
GED Credentials Awarded ³	457	403	608	188

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

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

³ New more rigorous GED Tests were released in FY 2014. Because of this, students who had previously started the test rushed to complete it before it would no longer be valid. The decline in credentials awarded in FY 2015 was due to several factors, including a decision by the State to decline completion credit to the high school from which the student had withdrawn, increased online competition for GED completion, and the closure of centers for several months while new staff was hired and trained.

Part II – Performance Measures

Performance Measure	FY 2012	FY 2013	FY 2014	FY 2015	Benchmark			
Student Success								
Degree Production ¹ Degree and certificate	1,058 awards	1,083 awards	998 awards	966 awards	Maintain graduation rate at or above the			
production and headcount of recipients	978 graduates	1,038 graduates	930 graduates	897 graduates	median for IPEDS peer group.			
Degree Production ² Unduplicated headcount of graduates over rolling 3-year average degree seeking FTE	23.7% Based on 978 grads & 4,126 FTE	24.3% Based on 1,038 grads & 4,277 FTE	22.8% Based on 930 grads & 4,069 FTE	23.5% Based on 897 grads & 3,818 FTE	Compare favorably against Idaho peer group.			
Remediation ³ Number of first-time freshman who graduate from an Idaho high school in the previous year requiring remedial education.	68.9% Based on 377 placed (of 547 enrolled)	67.8% Based on 360 placed (of 531 enrolled)	66.5% Based on 323 placed (of 486 enrolled)	58.6% Based on 315 placed (of 538 enrolled)	This measure is an input from the K-12 system and is not benchmarkable, per SBOE.			

State of Idaho

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North Idaho College

Performance Measurement Report

August 27, 2015

Retention Rate Percent of full-time new and transfer degree-seeking students that are retained or graduate the following year.						
First-time, full-time, degree- seeking students [IPEDS]	59% Fall 10 Cohort (550/927)	51% Fall 11 Cohort (449/877)	55% Fall 12 Cohort (456/832)	55% Fall 13 Cohort (418/754)	63%	
Transfer-in, full-time, degree- seeking students [VFA]	60% Fall 10 Cohort (146/242)	56% Fall 11 Cohort (114/203)	59% Fall 12 Cohort (122/208)	52% Fall 13 Cohort (80/155)	65%	
Stewardship						
	\$249.92	\$270.79	\$302.49	FY'15	Compare	
Undergraduate Cost per Credit ⁴	Based on \$43,302,556 & 173,269 credits	Based on \$45,597,037 & 168,385 credits	Based on \$45,574,727 & 150,666 credits	financials not yet available	favorably against Idaho peer group.	
	2.26	2.28	2.04	FY'15	Maintain rank at or above the	
Graduates per \$100k ⁵	Based on \$43,302,556 & 978 grads	Based on \$45,597,037 & 1,038 grads	Based on \$45,574,727 & 930 grads	financials not yet available	median for IPEDS peer group	
Community Engagement						
Dual Credit ⁶					This measure is an input from	
Unduplicated headcount	895	888	921	993	the K-12 system and is not	
Total credits earned	9,187	10,039	9,884	9,922	benchmarkable, per SBOE.	
Distance Learning Proportion of Credit Hours ⁷	20.62%	21.42%	24.65%	25.10%	Increase by 2%	
	Based on 14,262 of 69,163 cr (Fall 2011)	Based on 14,789 of 69,026 cr (Fall 2012)	Based on 15,051 of 61,055 cr (Fall 2013)	Based on 14,183 of 56,498 cr (Fall 2014)	annually for a total of 25%.	

Performance Measure Explanatory Notes

¹ Degrees/Certificates Awarded are based on awards reported to IPEDS. Includes summer, fall, and spring terms. FY2014 number has been revised. FY2015 number is as of 08.09.15 (IPEDS not yet available.)

² SBOE definition. Based on annual count of graduates and rolling three-year average of degree seeking FTE counts.

³ Includes both degree-seeking and non-degree-seeking, excluding Dual Credit students. Limited to students with HS transcript on file at NIC. Note: There was a major revision made to the Placement Interpretation Sheet (revised date 4/20/2015.)

⁴ Includes Instruction, Academic Support, Student Services, Other Expenses/Deductions, and Institutional Support dollars (IPEDS 14-15 Finance Survey, Part C). Credits are weighted.

⁵ Includes Instruction, Academic Support, Student Services, Other Expenses/Deductions, and Institutional Support dollars (IPEDS 14-15 Finance Survey, Part C).

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

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

North Idaho College

Performance Measurement Report

August 27, 2015

For more information, contact

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University of Idaho

Performance Measurement Report

Part I – Agency Profile

Agency Overview

As designated by the Carnegie Foundation, the University of Idaho is a high research activity, land-grant institution committed to undergraduate and graduate-research education with extension services responsive to Idaho and the region's business and community needs. The University is also responsible for medical and veterinary medical education programs in which the state of Idaho participates; WWAMI – Washington-Wyoming-Montana-Alaska-Idaho for medical education; WI – Washington-Idaho for veterinary medical education.

primary and continuing emphasis in agriculture, natural resources and metallurgy, engineering, architecture, Law, foreign languages, teacher preparation and international programs, business, education, liberal arts, physical, life and social sciences. Some of which also provide the core curriculum or general education portion of the curriculum.

The institution serves students, business and industry, the professional and public sector groups throughout the state and nation as well as diverse and special constituencies. The University also has specific responsibilities in research and extension programs related to its land-grant functions. The University of Idaho works in collaboration with other state postsecondary institutions in serving these constituencies.

Core Functions/Idaho Code

Recognizing that education was vital to the development of Idaho, the Idaho territorial legislature set as a major objective the establishment of an institution that would offer to all the people of the territory, on equal terms, higher education that would excel not only in the arts, letters, and sciences, but also in the agricultural and mechanic arts. The federal government's extensive land grants, particularly under the Morrill Act of 1862, provided substantial assistance in this undertaking. Subsequent federal legislation provided further for the teaching function of the institution and for programs of research and extension. In all, approximately 240,000 acres were allocated to the support of Idaho's land-grant institution.

After selecting Moscow as the site for the new university, in part because Moscow was located in the "center of one of the richest and most populous agricultural sections in the entire Northwest" and the surrounding area was not subject to the "vicissitudes of booms, excitement, or speculation," the University of Idaho was founded January 30, 1889, by an act of the 15th and last territorial legislature. That act, commonly known as the university's' charter, became a part of Idaho's organic law by virtue of its confirmation under article IX, section 10, of the state constitution when Idaho was admitted to the union. As the constitution of 1890 provides, "The location of the University of Idaho, as established by existing laws, is hereby confirmed. All the rights, immunities, franchises, and endowments heretofore granted thereto by the territory of Idaho are hereby perpetuated unto the said university. The regents shall have the general supervision of the university and the control and direction of all the funds of, and appropriations to, the university, under such regulations as may be prescribed by law." Under these provisions, the University of Idaho was given status as a constitutional entity.

State of Idaho

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University of Idaho

Performance Measurement Report

Revenue and Expenditures¹:

Revenue	FY 2012	FY 2013	FY 2014	FY 2015
Approp: General Funds	\$100,824,500	\$105,845,666	\$109,403,934	
Approp: Federal Stimulus	\$367,641	\$0	0	
Approp: Endowment Funds	\$6,164,400	\$6,466,800	7,166,400	
Approp: Student Fees	\$65,528,071	\$68,557,269	70,498,884	
Institutional Student Fees	\$12,810,386	\$14,100,681	12,862,510	
Federal Grants & Contracts	\$89,897,206	\$85,949,538	82,805,330	
State Grants & Contracts	\$5,171,783	\$5,203,701	7,159,952	
Private Gifts, Grants & Contracts	\$3,750,735	\$3,881,344	4,937,125	
Sales & Serv of Educ Act	\$10,178,009	\$10,235,562	11,642,661	
Sales & Serv of Aux Ent	\$34,042,490	\$35,453,721	31,218,731	
Indirect Costs/Other	\$21,562,931	\$32,218,097	41,168,262	
Total	\$350,298,154	\$367,912,379	\$378,863,789	
Expenditure	FY 2012	FY 2013	FY 2014	FY 2015
Instruction	\$94,332,305	\$99,897,678	\$96,599,708	
Research	\$73,787,474	\$72,051,811	70,549,782	
Public Service	\$27,841,836	\$29,738,543	30,931,423	
Library	\$4,297,332	\$4,645,849	4,776,487	
Student Services	\$11,949,353	\$13,406,627	12,684,374	
Physical Plant	\$47,841,115	\$47,576,754	48,999,550	
Institutional Support	\$25,207,537	\$26,568,110	29,431,281	
Academic Support	\$12,237,329	\$13,932,134	14,857,699	
Athletics	\$12,198,103	\$13,269,086	12,097,500	
Auxiliary Enterprises	\$27,424,058	\$26,003,236	24,824,914	
Scholarships/Fellowships	\$11,944,669	\$14,389,880	15,126,391	
Other	<u>\$0</u>	<u>\$0</u>	0	
Total	\$349,061,111	\$361,479,708	\$360,879,10 <u>9</u>	

1. These amounts conform to our audited financial statements.

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2012	FY 2013	FY 2014	FY 2015
Annual (unduplicated) Enrollment				
Headcount ¹	9,883	9,650	9,203	8,807
- Undergraduate	2,577	2,385	2,215	2,171
- Graduate	388	367	350	<u>395</u>
- Professional	12,848	12,402	11,768	13,696
Total				
Annual Credit Hours Taught ¹				
- Undergraduate	279,969	276,431	263,730	258,341
- Graduate	31,943	29,149	27,595	27,527
- Professional	12,226	11,691	10,760	12,399
Total	324,138	317,271	302,085	298,267
Annual Enrollment FTE ²				
- Undergraduate	9,332	9,214	8,791	8,611
- Graduate	1,331	1,215	1,150	1,147
- Professional	420	401	363	417
Total	11, 083	10, 8 30	10,304	10,176

University of Idaho

Performance Measurement Report

				1
Degrees Awarded				
 Academic Certificates 	113	113	135	103
 Undergraduate (Bachelors only) 	1770	1,987	2,005	1,868
 Graduate (Masters, Specialists and 	730	745	644	619
Doctorates)	106	129	133	123
- Professional (M.S.A.T., J.D, Ed.D., and	2,719	2,974	2,917	2713
D.A.T.)	,	,	,	
Total				
Graduates – Unduplicated Headcount				
- Academic Certificates	111	110	131	102
- Undergraduate (Bachelors only)	1,674	1,895	1,886	1,767
- Graduate (Masters, Specialists and	727	738	635	618
Doctorates)	106	129	133	123
 Professional (M.S.A.T., J.D, Ed.D. and D.A.T.) 	2,618	2,872	2,654	2,610
Total	2,010	2,072	2,004	2,010
Degree Production: Unduplicated HC of				
Graduates over rolling 3-yr average degree-	88%	720/	81%	669/
seeking student FTE		73%		66%
 Academic Certificates 	18%	20%	20%	20%
- Undergraduate	50%	52%	49%	51%
- Graduate	27%	31%	31%	28%
- Professional				
Undergraduate Cost per Credit: Cost of	\$140,092,521	\$147,209,060	\$152,779,307	\$155,880,627
College Step 4 ³ / EWA weighted undergrad	/502,631	/ 478,128	/ 473,447	/ 465,549
credits (all students calculated by cip code)	\$278.7	\$307.9	\$322.7	\$334.8
Graduates (UG) per \$100,000: unduplicated	(1,785 /1400)	(2,005/ 1472)	(2,017/ 1527)	(1,869 /1558)
HC of UG degree + certificate graduates /				
Cost of College Step 4 ³	1.275	1.362	1.321	1.199
Dual Credit hours taught ⁴				
 Total Annual Credit Hours 	2,923	5,034	5,021	6,002
 Total Annual Student Headcount 	778	1,303	1,136	1,178
Undergraduate students participating in				
Study Abroad and National Student				
Exchange programs ⁴	458	411	508	545
- Number	5.2%	4.8%	6.2%	6.2%
- Percent	0.270		0.270	0.270
Remediation ⁶				
- Number of New Frosh from Idaho who	151 / 1096	117 / 1092	161 /1086	150 /1074
need remediation in English/Reading	14%	11%	15%	14%
- Percent	1470	1170	1070	1470
Percent of undergraduate students				
participating in research programs ⁷	74%	74%	67%	66%
	7470	7470	07 %	00%
Number and Percent of UG degrees				
conferred in STEM fields ⁸	580 /1770	655 / 1987	748/ 2005	689 / 1868
	33%	33%	37%	37%
UI Number / Percent				
Percent of students participating in service				
learning opportunities 9	3,424	3,151	2,026	1462
- Number	35%	33%	22%	16.4%
- Percent				
Percent disadvantaged minority ¹⁰				
- full-time faculty	3.6%	3.2%	3.3%	4.2%
- full-time staff	4.8%	4.9%	5.2%	5.6%
- full-time students	9.5%	9.8%	10.1%	11.1%
	J.J /0	9.070	10.170	11.1/0

State of Idaho

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University of Idaho

Performance Measurement Report

Footnotes for Profile of Cases Managed and/or Key Services Provided

¹ Summer, Fall and Spring, as reported to SBOE on the PSR-1 Annual Student Enrollment Report. Previous years' values have been adjusted to incorporate the new reporting guidelines (omitting Study Abroad, National Student Exchange, Professional Development and COOP only students).

²Based on SBOE Annual PSR-1. FTE = Annual Credits divided by 30 for Undergraduate, 24 for Graduate, 28 for Law. WWAMI is student headcount.

³ Cost of College Step 4 figures based on Audited Financial Statements for previous FY (from General Accounting office).

⁴ Only those postsecondary credits are counted which were also counted for credit at the high school level.

⁵ Study Abroad and National Student Exchange are coded in the course subject fields.

⁶ From UI Remediation report submitted annually to SBOE. (Note: UI does not offer remedial Math).

⁷ From the UI web-based, Graduating Senior Survey.

⁸ Bachelor's degrees only, as reported to IPEDS. STEM fields using CCA definitions, previous years' values have been adjusted to reflect changing STEM definition.

⁹Number of participating students, as reported by UI Career Center/Service Learning Center, divided by full-time degree seeking student headcount. Prior years' numbers have been adjusted to include all program levels.

¹⁰ Fall Census, US Citizen and Permanent Residents who indicated Hispanic, Black, Native American, Alaskan or Pacific Islander. All four years' data have been revised to conform to the new reporting standards.

Part II – Performance Measures

Performance Measure	FY 2012	FY 2013	FY 2014	FY 2015	Benchmark
UI Goal 1, Objective A Undergraduate average years- to-degree ¹	4.46	4.49	4.48	4.5	4.50 or lower
UI Goal 1, Objective A Undergraduate certificates and degrees awarded per 100 undergraduate student FTE	18.9	21.5	22.8	21.5	20.0
UI Goal 1, Objective B First-year New Frosh Retention Rate ² Full-time: Number / Percent Part-time: Number / Percent	1368 / 1718 80% 8 / 35 23%	1213 / 1585 77% 15 / 46 33%	1242 / 1580 79% 11 / 37 30%	1231 / 1590 77% 14 / 40 35%	84% is Peer median
UI Goal 1, Objective B First-year New Transfer Retention Rate Full-time: Number / Percent Part-time: Number / Percent	510 / 649 79% 71 / 120 59%	544 / 702 77% 63 / 109 58%	443 / 570 78% 52 / 103 50%	468 / 576 81% 53 / 100 53%	76% Peer median
UI Goal 1, Objective B Six-Year Graduation Rate ² UI Rate, Full-time New Frosh	51%	56%	54%	58%	64% Peer Median
Ul Goal 2, Objective A: Grant applications supporting or requiring interdisciplinary activities ³ - Number - Percent	395 39%	241 25%	421 44%	259 27%	20%

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University of Idaho

Performance Measurement Report

UI Goal 2, Objective A Expenditures from competitive grants & contracts ⁴ per full-time instruction and research faculty ⁵	\$96,229 M / 581 = \$165,626	\$97,227 M / 590 = \$164,792	\$95,891 M / 582 = \$164,761	\$95,594 M / 595 \$160,662	\$150,000
<u>UI Goal 4: Objective B</u> Survey data support a positive experience with culture and climate Students –Satisfied with overall experience ⁶ Faculty –Satisfied with job overall ⁷ Staff –Are treated with consideration and respect ⁸	97% Not Surveyed Not Surveyed	96% Not Surveyed 91%	97% 88% Not Surveyed	97% Not Surveyed Not Surveyed	95% 75% Public Universities 88%
Ul Goal 4, Objective C Institution primary reserve ratio comparable to the advisable level of reserves ⁹	31%	33%	36%	45%	40% Industry Standard

Performance Measure Explanatory Notes:

¹ As reported to Complete College America (CCA), average time in years for first-time full-time undergraduates to complete their bachelor's degree, for those who finish in ten years or less (98% do so) Outcomes 4.

² As reported to IPEDS. Each year's rates reflect the percent graduating or returning the fall of the FY specified. ³ From UI Office of Sponsored Programs, based on an interdisciplinary grant application tracking system.

⁴As reported to NSF annually by the UI Office of Research and Economic Development. Data is for the year prior to the FY indicated, as that is when we report the research dollars and they are not available until late fall. Enhanced tracking of interdisciplinary grants resulted in higher values for FY2013 (Reported in FY2014).

⁵ As reported to IPEDS, for the previous year in order to match the research dollars.

⁶ From the UI web-based, Graduating Senior Survey.

⁷ From UCLA/HERI National Faculty Survey which is conducted every third or fourth year. Includes all "satisfied' response categories.

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

⁹ As reported by UI Business and Accounting Services, Benchmark based on NACUBO recommendations. Values represent calculations for prior fiscal year. Prior years have been updated at the request of John Keatts, Manager of General Accounting.

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

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

Performance Highlights:

- 1. High 77% 1st year retention rate for full-time new frosh, which is the highest in the state.
- 2. Nearly \$100 million in funding from competitive externally funded grants and contracts. This represents about \$165,000 per full-time instruction or research faculty member.
- 3. **High percentage of undergraduate degrees awarded in STEM fields**, 37% in FY2015, highest in the state. STEM=Science, Technology, Engineering & Math defined according the Complete College America taxonomy.

University of Idaho

Performance Measurement Report

For More Information Contact:

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State of Idaho

Boise State University

Performance Measurement Report

Part I – Agency Profile

Agency Overview

Boise State University is a public, metropolitan research university offering an array of undergraduate and graduate degrees and experiences that foster student success in and after their college years, lifelong learning, community engagement, innovation and creativity. Research and creative activity advance new knowledge and benefit students, the economy, the community, the state and the nation. Boise State is leading the way to Idaho's goal of ensuring that 60 percent of the state's 25- to 35-year-olds have a degree or certificate by 2020, and produces more than 40 percent of all bachelor's degrees awarded by Idaho public universities.

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

Boise State University offers studies in nearly 200 fields of interest in 84 bachelor degree programs, 67 master's programs, 1 education specialist program, and 9 doctoral programs. These are delivered through the College of Arts and Sciences, the College of Engineering, the College of Education, the College of Health Sciences, the College of Business and Economics, the College of Innovation and Design, and the School of Public Service.

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

Core Functions/Idaho Code

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

State of Idaho

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Boise State University

Performance Measurement Report

Revenue and Expenditures

Operating Revenue	FY 2012	FY 2013	FY 2014	FY 2015
Student tuition and fees (Gross)	119,972,905	128,688,459	132,216,608	
Scholarship discounts and allowances	(20,910,400)	(22,095,100)	(22,499,900)	
Federal grants and contracts	31,570,515	30,584,458	25,992,724	
State and local grants and contracts	3,232,333	2,988,933	3,422,006	
Private grants and contracts	4,143,848	5,205,243	4,860,065	
Sales and services of educational activities	2,816,504	3,240,346	3,331,847	
Sales and services of auxiliary enterprises	56,087,969	59,090,670	58,197,895	
Other	1,730,717	1,577,619	2,177,360	
Total operating revenues	198,644,391	209,280,628	207,698,605	
Operating Expenses	FY 2012	FY 2013	FY 2014	FY 2015
nstruction	91,807,887	97,142,003	103,446,926	
Research	23,306,097	20,723,632	20,174,198	
Public Service	12,689,726	13,903,330	14,467,386	
Libraries	5,402,741	5,499,330	5,565,375	
Student Services	13,783,213	14,130,404	14,978,886	
Operation & Maintenance of plant	18,731,483	19,535,045	20,992,895	
nstitutional Support	17,916,108	20,705,540	24,042,310	
Academic Support	17,814,521	20,244,279	19,962,742	
Auxiliary Enterprises	61,437,074	66,568,477	66,295,818	
Scholarships and Fellowships	20,459,621	17,899,636	15,314,139	
Depreciation	20,636,420	23,020,159	25,037,147	
Total operating expenses	303,984,891	319,371,835	330,277,822	
Operating income/(loss)	(105,340,500)	(110,091,207)	(122,579,217)	
Operating income/(loss) Non-operating revenues/(expenses):	(105,340,500) FY 2012	(110,091,207) FY 2013	(122,579,217) FY 2014	FY 2015
				FY 2015
Non-operating revenues/(expenses):	FY 2012	FY 2013	FY 2014	FY 2015
Non-operating revenues/(expenses): State appropriation - general	FY 2012 68,393,951	FY 2013 75,422,677	FY 2014 78,790,858	FY 2015
Non-operating revenues/(expenses): State appropriation - general State appropriation - maintenance	FY 2012 68,393,951 1,108,254	FY 2013 75,422,677 1,219,915	FY 2014 78,790,858 1,338,024	FY 2015
Non-operating revenues/(expenses): State appropriation - general State appropriation - maintenance Pell grants	FY 2012 68,393,951 1,108,254 31,439,501	FY 2013 75,422,677 1,219,915 29,513,422	FY 2014 78,790,858 1,338,024 27,242,851	FY 2015
Non-operating revenues/(expenses): State appropriation - general State appropriation - maintenance Pell grants Gifts	FY 2012 68,393,951 1,108,254 31,439,501 24,263,503	FY 2013 75,422,677 1,219,915 29,513,422 29,715,388	FY 2014 78,790,858 1,338,024 27,242,851 26,673,995	FY 2015
Non-operating revenues/(expenses): State appropriation - general State appropriation - maintenance Pell grants Gifts Net investment income	FY 2012 68,393,951 1,108,254 31,439,501 24,263,503 529,807	FY 2013 75,422,677 1,219,915 29,513,422 29,715,388 495,953	FY 2014 78,790,858 1,338,024 27,242,851 26,673,995 311,990	FY 2015
Non-operating revenues/(expenses): State appropriation - general State appropriation - maintenance Pell grants Gifts Net investment income Change in fair value of investments	FY 2012 68,393,951 1,108,254 31,439,501 24,263,503 529,807 26,341	FY 2013 75,422,677 1,219,915 29,513,422 29,715,388 495,953 (44,760)	FY 2014 78,790,858 1,338,024 27,242,851 26,673,995 311,990 (8,881)	FY 2015
Non-operating revenues/(expenses): State appropriation - general State appropriation - maintenance Pell grants Gifts Net investment income Change in fair value of investments nterest	FY 2012 68,393,951 1,108,254 31,439,501 24,263,503 529,807 26,341 (9,112,956)	FY 2013 75,422,677 1,219,915 29,513,422 29,715,388 495,953 (44,760) (7,988,309)	FY 2014 78,790,858 1,338,024 27,242,851 26,673,995 311,990 (8,881) (10,198,560)	FY 2015
Non-operating revenues/(expenses): State appropriation - general State appropriation - maintenance Pell grants Gifts Net investment income Change in fair value of investments nterest Gain/loss on retirement of assets	FY 2012 68,393,951 1,108,254 31,439,501 24,263,503 529,807 26,341 (9,112,956) (447,162)	FY 2013 75,422,677 1,219,915 29,513,422 29,715,388 495,953 (44,760) (7,988,309) (481,783)	FY 2014 78,790,858 1,338,024 27,242,851 26,673,995 311,990 (8,881) (10,198,560) (983,322)	FY 2015
Non-operating revenues/(expenses): State appropriation - general State appropriation - maintenance Pell grants Gifts Net investment income Change in fair value of investments Interest Gain/loss on retirement of assets Other non-operating revenue/(expense)	FY 2012 68,393,951 1,108,254 31,439,501 24,263,503 529,807 26,341 (9,112,956) (447,162) 1,805,873	FY 2013 75,422,677 1,219,915 29,513,422 29,715,388 495,953 (44,760) (7,988,309) (481,783) (3,251,164)	FY 2014 78,790,858 1,338,024 27,242,851 26,673,995 311,990 (8,881) (10,198,560) (983,322) (2,545,025)	FY 2015
Non-operating revenues/(expenses): State appropriation - general State appropriation - maintenance Pell grants Gifts Wet investment income Change in fair value of investments nterest Gain/loss on retirement of assets Other non-operating revenue/(expense) Net non-operating revenues/(expenses)	FY 2012 68,393,951 1,108,254 31,439,501 24,263,503 529,807 26,341 (9,112,956) (447,162) 1,805,873 118,007,112	FY 2013 75,422,677 1,219,915 29,513,422 29,715,388 495,953 (44,760) (7,988,309) (481,783) (3,251,164) 124,601,339	FY 2014 78,790,858 1,338,024 27,242,851 26,673,995 311,990 (8,881) (10,198,560) (983,322) (2,545,025) 120,621,930	
Non-operating revenues/(expenses): State appropriation - general State appropriation - maintenance Pell grants Gifts Net investment income Change in fair value of investments nterest Gain/loss on retirement of assets Other non-operating revenue/(expense) Net non-operating revenues/(expenses) Other revenue and expenses:	FY 2012 68,393,951 1,108,254 31,439,501 24,263,503 529,807 26,341 (9,112,956) (447,162) 1,805,873 118,007,112 FY 2012	FY 2013 75,422,677 1,219,915 29,513,422 29,715,388 495,953 (44,760) (7,988,309) (481,783) (3,251,164) 124,601,339 FY 2013	FY 2014 78,790,858 1,338,024 27,242,851 26,673,995 311,990 (8,881) (10,198,560) (983,322) (2,545,025) 120,621,930 FY 2014	
Non-operating revenues/(expenses): State appropriation - general State appropriation - maintenance Pell grants Sifts Net investment income Change in fair value of investments nterest Sain/loss on retirement of assets Other non-operating revenue/(expense) Net non-operating revenues/(expenses) Other revenue and expenses: Capital appropriations	FY 2012 68,393,951 1,108,254 31,439,501 24,263,503 529,807 26,341 (9,112,956) (447,162) 1,805,873 118,007,112 FY 2012 866,951	FY 2013 75,422,677 1,219,915 29,513,422 29,715,388 495,953 (44,760) (7,988,309) (481,783) (3,251,164) 124,601,339 FY 2013 14,642,576	FY 2014 78,790,858 1,338,024 27,242,851 26,673,995 311,990 (8,881) (10,198,560) (983,322) (2,545,025) 120,621,930 FY 2014 1,765,647	
Non-operating revenues/(expenses): State appropriation - general State appropriation - maintenance Pell grants Sifts Net investment income Change in fair value of investments Interest Sain/loss on retirement of assets Other non-operating revenue/(expense) Net non-operating revenues/(expenses) Other revenue and expenses: Capital appropriations Capital gifts and grants	FY 2012 68,393,951 1,108,254 31,439,501 24,263,503 529,807 26,341 (9,112,956) (447,162) 1,805,873 118,007,112 FY 2012 866,951 12,652,274	FY 2013 75,422,677 1,219,915 29,513,422 29,715,388 495,953 (44,760) (7,988,309) (481,783) (3,251,164) 124,601,339 FY 2013 14,642,576 11,908,241	FY 2014 78,790,858 1,338,024 27,242,851 26,673,995 311,990 (8,881) (10,198,560) (983,322) (2,545,025) 120,621,930 FY 2014 1,765,647 2,089,027	
Non-operating revenues/(expenses): State appropriation - general State appropriation - maintenance Pell grants Sifts Net investment income Change in fair value of investments Interest Sain/loss on retirement of assets Other non-operating revenue/(expense) Net non-operating revenues/(expenses) Other revenue and expenses: Capital appropriations Capital gifts and grants	FY 2012 68,393,951 1,108,254 31,439,501 24,263,503 529,807 26,341 (9,112,956) (447,162) 1,805,873 118,007,112 FY 2012 866,951 12,652,274 13,519,225	FY 2013 75,422,677 1,219,915 29,513,422 29,715,388 495,953 (44,760) (7,988,309) (481,783) (3,251,164) 124,601,339 FY 2013 14,642,576 11,908,241 26,550,817	FY 2014 78,790,858 1,338,024 27,242,851 26,673,995 311,990 (8,881) (10,198,560) (983,322) (2,545,025) 120,621,930 FY 2014 1,765,647 2,089,027 3,854,674	FY 2015
Non-operating revenues/(expenses): State appropriation - general State appropriation - maintenance Pell grants Gifts Net investment income Change in fair value of investments nterest Gain/loss on retirement of assets Dther non-operating revenue/(expense) Net non-operating revenue/(expenses) Other revenue and expenses: Capital appropriations Capital gifts and grants Total other revenues and expenses	FY 2012 68,393,951 1,108,254 31,439,501 24,263,503 529,807 26,341 (9,112,956) (447,162) 1,805,873 118,007,112 FY 2012 866,951 12,652,274 13,519,225 FY 2012	FY 2013 75,422,677 1,219,915 29,513,422 29,715,388 495,953 (44,760) (7,988,309) (481,783) (3,251,164) 124,601,339 FY 2013 14,642,576 11,908,241 26,550,817 FY 2013	FY 2014 78,790,858 1,338,024 27,242,851 26,673,995 311,990 (8,881) (10,198,560) (983,322) (2,545,025) 120,621,930 FY 2014 1,765,647 2,089,027 3,854,674 FY 2014	FY 2015

* FY15 data to be updated after audited financial reports are available.

Boise State University

Performance Measurement Report

Profile of Cases Managed and/or Key Services Provided

	cases Managed and/or Key Services Provided	FY 2012	FY 2013	FY 2014	FY 2015
	Enrollments:				
	Fall Enrollment on Fall Census Day (Oct. 15)				
	Total		22,678	22,003	22,259
	Undergraduate		19.657	19,042	19,351
	Graduate		3,021	2,961	2,908
	Fall Enrollment on 10 th Day Snapshot		0,021	2,001	_,
	Total	19,664	20,264	19,340	18,973
	Professional Technical	0	0	0	0
	Undergraduate	17,369	17,630	16,901	16,472
	Graduate	2,296	2,634	2,439	2,501
	Degree Seeking Student Enrollment on Fall Census Day (Oct. 15)				
	Total		19,166	18,695	18,507
	Undergraduate		17,065	16,561	16,209
	Graduate		2,101	2,134	2,298
	Annual Enrollment Total Headcount from PSR 1 Student Enrollment Report (End of Term; unduplicated count of students attending Su, Fa, and/or Spr)	28,544	30,015	29,426	29,065
	Non-Degree Seeking (Graduate and Undergraduate)	4,242	5,283	5,257	4,305
	Early College	2,409	2,687	2,725	3,588
	Undergraduate (degree seeking)	19,342	19,470	18,818	18,383
	Graduate (degree seeking)	2,524	2,575	2,626	2,789
2.	Student Credit Hours (SCH) by Level (Su, Fa, and Spr) (see Part II for Cost per credit hour delivered)				
	Annual SCH Attempted (End of Term) Total	490,799	492,498	478,219	473,768
	Professional Technical	0	0	0	0
	Undergraduate credits	450,743	449,577	433,717	428,041
	Graduate credits	40,056	42,921	44,502	45,727
	Annual SCH Earned (End of Term) Total	422,771	422,572	416,150	411,733
	Undergraduate credits	385,956	382,940	374,727	369,553
	Graduate credits	36,815	39,632	41,423	42,180
	SCH earned as a % of Attempted Total	86.1%	85.8%	87.0%	86.9%
	Undergraduate credits	85.6%	85.2%	86.4%	86.3%
	Graduate credits	91.9%	92.3%	93.1%	92.2%
3.	Dual Enrollment ¹ and Distance Education ²				
	Dual Enrollment Student Credit Hours – 12 month academic year	10,770	11,607	12,111	14,820
	Dual Enrollment Distinct Students – 12 month academic year	2,410	2,624	2,699	3,586
	Distance Education Student Credit Hours – 12 month academic year	55,571	60,146	66,058	73,668
	Distance Education Distinct Students Enrolled – 12 month academic year	9,381	9,787	10,620	11,369

Boise State University

Performance Measurement Report

C	ases Managed and/or Key Services Provided	FY 2012	FY 2013	FY 2014	FY 2015
4	Degrees and Certificates Awarded (see Part II for Number of Distinct Graduates) ³				
	Professional Technical Degrees and Certificates				
	Associate Degrees (Academic)	218	168	137	168
	Bachelor's Degree (Academic, first and second majors)	2,766	2905	2,911	3,163
	Certificate – Undergraduate				64
	Certificate – Graduate	170	171	195	238
	Master's Degree	664	691	640	703
	Doctorate Degree	11	11	34	14
	Total awards	3,829	3,968	3,917	4,285
	Sponsored Projects Proposals and Awards ⁴ e Part II for Externally Funded Research Expenditures)				
	Total # of Proposals Submitted	340	361	435	561
	Total # of Awards	299	233	290	304
	Total Federal Appropriation (Earmark) Funding	0	0	(discontinued)	(discontinued)
	Total Recovery/Stimulus Funding	\$907,438	0	(discontinued)	(discontinued)
	Remainder of Sponsored Projects Funding	\$35,120,876	\$31,367,273	\$32,008,716	\$40,127,055
	Total Sponsored Projects Funding	\$36,028,314	\$31,367,273	\$32,008,716	\$40,127,055

Part II – Performance Measures

1	Performance Measure	FY 2012	FY 2013	FY 2014	FY 2015	Benchmark
Pro	ductivity Measures					
1.	Count of Distinct Graduates					FY16 / FY20
	PTE Degrees and Certificates					
	Associate Degree (Academic)	195	165	132	166	135 / 135
	Bachelor's Degree (Academic)	2,587	2,716	2,764	2,971	3,125/ 3,700
	Certificate – Undergraduate				64	
	Certificate – Graduate	170	167	192	226	190 / 190
	Master's Degree	653	691	640	703	700 / 800
	Doctorate Degree	11	11	34	14	28 / 38
	Total⁵	3,503	3,621	3,629	3,938	
2. F	Research & Development Expe	nditures	·			
	Total Research & Development Expenditures as reported to NSF	\$27.9M	\$25.7M	\$26.6M	Not available at this time ⁶	\$30.0M / \$38.0M
	Externally Funded Research Expenditures	\$21.8M	\$17.8M	\$17.3M	\$20.6M	\$18M / \$28M
3. 0	Count of distinct STEM and STE	EM Education	graduates ⁷			
	STEM Bachelor's Degree	309	354	402	454	500 / 650
	STEM Education Bacc Degree	22	17	15	20	25 / 35
	STEM Master's Degree (includes STEM education)	72	82	65	64	65 / 75
	STEM Doctorate Degree	4	1	17	2	10 / 15
	Grand Total	407	454	499	540	600 / 740

Boise State University

Performance Measurement Report

Pr	ogress Measures								
	Retention Rate*		ll 2011	Fall 2012	Fall 201			2014 ⁸	F2015 / F2018
	% First to second year retention of baccalaureate-seeking, full-time, first time students (10 th day)		Cohort 1.5%	cohort 70.9%	cohort 74.5%		7	ohort 5% minary	Cohorts 77% / 80%
	% full-time, baccalaureate-seeking transfers retained or graduated by year two (10 th day)	7	4.1%	74.0%	71.9%			2.5% minary	77% / 80%
5.	Six-year Graduation Rate		ll 2006 ohort	Fall 2007 cohort	Fall 200 cohort			2009 ⁹ bhort	F2010 / F2014 cohorts
	% of bacc-seeking, full-time, first time students graduating in six years or less	2	9.5%	38.2%	37.1%		-	7.5% minary	44% / 50%
6.	#Distinct graduates per 100 annual	FTE ¹⁰)*						
			2011-12	FY 2012-13	FY 2013-	14	FY 2	014-15	FY16 / FY20
	Baccalaureate graduates per 3-yr average FTE		18.2	18.9	19.2		2	0.7	21 / 22.5
	Undergraduate degree and certificate graduates per 3-yr average FTE		19.4	19.8	20.0		2	1.7	22.5 / 23
	Graduate degree and certificate graduates per 3-yr average FTE		54.4	55.0	48.6		4	7.2	50 / 52
7.	# of new first-time freshmen from Id	-				2	5 -1	0014	EV16 / EV20
7.	# of new first-time freshmen from Id Number Percent of total	Fa	equiring r II 2011 123 0.4%	Fall 2012 102 8.7%	sework* Fall 201 110 9.4%	3	1	2014 142 1.7%	FY16 / FY20 100 / 100 8% / 8%
Eff	Number Percent of total	Fa 1	II 2011 123 0.4%	Fall 2012 102 8.7%	Fall 201 110 9.4%		11	142 1.7%	100 / 100 8% / 8%
Eff	Number Percent of total	Fa 1	e with 15	Fall 2012 102 8.7% cr load per s	Fall 201 110 9.4% emester; tu FY	uition 6	11 11 & fees -Y	142 1.7%	100 / 100 8% / 8%
Eff	Number Percent of total	Fa 1	e with 15	Fall 2012 102 8.7% cr load per s FY 2012-13	Fall 201 110 9.4% emester; tu	uition F 201	1 11 & fees FY 4-15 Not	142 1.7%	100 / 100 8% / 8%
Eff	Number Percent of total Ficiency Measures Cost of Education (resident undergr	Fa 1	e with 15 FY 2011-12	Fall 2012 102 8.7% cr load per s 2 2012-13 \$5,884	Fall 201 110 9.4% emester; tu FY 2013-14	uition F 201 Ava N	11 8 fees FY 14-15	142 1.7% s per yea F Re	100 / 100 8% / 8%
Eff	Number Percent of total Ficiency Measures Cost of Education (resident undergr Boise State University	Fa 1	e with 15 FY 2011-12 \$5,566	Fall 2012 102 8.7% cr load per s 2 2012-13 \$5,884	Fall 201 110 9.4% emester; tu FY 2013-14 \$6,292	uition F 201 Ava ava N ava	1 11 & fees FY 4-15 Not ilable Jot	142 1.7% s per yea F Re	8% / 8% ar) Y16 / FY20 main less than
Eff	Number Percent of total Ficiency Measures Cost of Education (resident undergr Boise State University WICHE Average ¹¹	aduate	e with 15 FY 2011-12 FY 2011-12 \$5,566 \$6.645 83.8% ht Credit I	Fall 2012 102 8.7% cr load per s FY 2012-13 \$5,884 \$7,037 83.6%	Fall 201 110 9.4% emester; tu FY 2013-14 \$6,292 \$7,331 85.8% d (CPI adju	uition F 201 N ava N ava	4-15 Not ilable Jot ilable ilable	A per yea	100 / 100 8% / 8% ar) FY16 / FY20 main less than HE state average
Eff 8.	Number Percent of total Ficiency Measures Cost of Education (resident undergr Boise State University WICHE Average ¹¹ BSU as % of WICHE average	aduate	e with 15 FY 2011-12 \$5,566 \$6.645 83.8%	Fall 2012 102 8.7% cr load per s FY 2012-13 \$5,884 \$7,037 83.6%	Fall 201 110 9.4% emester; tu FY 2013-14 \$6,292 \$7,331 85.8%	uition F 201 N ava N ava	& fees FY 4-15 Jot ilable Jot ilable Jot ilable and u	1.7% per yea F Re WICI	100 / 100 8% / 8% ar) FY16 / FY20 main less than HE state average
Eff 8.	Number Percent of total Ficiency Measures Cost of Education (resident undergr Boise State University WICHE Average ¹¹ BSU as % of WICHE average	Fa 1 aduate	e with 15 FY 2011-12 FY 2011-12 \$5,566 \$6.645 83.8% ht Credit I FY	Fall 2012 102 8.7% cr load per s FY 2012-13 \$5,884 \$7,037 83.6% Hour delivere FY	Fall 201 110 9.4% emester; tu FY 2013-14 \$6,292 \$7,331 85.8% d (CPI adju FY	uition F 201 N avai N avai Sted	4-15 Jot ilable Jot ilable Jot ilable and ui Y 1-15 ot	1.7% per yea F Re WICI	100 / 100 8% / 8% ar) TY16 / FY20 main less than HE state average
Eff 8.	Number Percent of total Ficiency Measures Cost of Education (resident undergr Boise State University WICHE Average ¹¹ BSU as % of WICHE average Total Expense per EWA Weighted S	Fa 1 aduate	e with 15 FY 2011-12 \$5,566 \$6.645 83.8% ht Credit I FY 2011-12	Fall 2012 102 8.7% cr load per s 2 2012-13 \$5,884 \$7,037 83.6% Hour delivere FY 2012-13	Fall 201 110 9.4% emester; tu FY 2013-14 \$6,292 \$7,331 85.8% d (CPI adju FY 2013-14	uition F 201 N avai Jsted F 2014 No	4-15 Jot ilable Jot ilable Jot ilable and un Y -15 ot able ot	A per yea per yea F Re WICH nadjuste FY No increa	100 / 100 8% / 8% ar) FY16 / FY20 main less than HE state average ed)* ¹² 16 / FY20 ase in Consumer
Eff 8.	Number Percent of total Ficiency Measures Cost of Education (resident undergr Boise State University WICHE Average ¹¹ BSU as % of WICHE average Total Expense per EWA Weighted S Undergraduate only: in 2011 \$\$ (CPI adjust)	Studer	e with 15 FY 2011-12 \$5,566 \$6.645 83.8% ht Credit I FY 2011-12 \$231.70	Fall 2012 102 8.7% cr load per s FY 2012-13 \$5,884 \$7,037 83.6% Hour delivere FY 2012-13	Fall 201 110 9.4% emester; tu FY 2013-14 \$6,292 \$7,331 85.8% d (CPI adju FY 2013-14 \$247.31	uition of 2011 Avai avai Usted F 2014 No availa No availa	4-15 Jot ilable Jot ilable Jot ilable and un Y -15 ot able ot able ot able ot	A per yea per yea F Re WICH nadjuste FY No increa Price	100 / 100 8% / 8% ar) FY16 / FY20 main less than HE state average ed)* ¹² 16 / FY20

Boise State University

Performance Measurement Report

0. Distinct Graduates per \$100,000 total expense: CPI adjusted (in 2011 \$\$) and unadjusted							
	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY16 / FY20		
Distinct baccalaureate graduates per total undergraduate expense: In 2011 \$\$ ¹³	1.43	1.44	1.43	Not available			
Distinct baccalaureate graduates per total undergraduate expense: Unadjusted ¹³	1.40	1.39	1.36	Not available			
Distinct degree graduates (baccalaureate, master's, doctoral) per total undergraduate + graduate expense: In 2011 \$\$ ¹⁴	1.58	1.57	1.53	Not available			
Distinct degree graduates (baccalaureate, master's, doctoral) per total undergraduate + graduate expense: Unadjusted ¹⁴	1.55	1.52	1.45	Not available	No decrease in CPI adjusted # per \$100k		
Distinct undergraduate degree graduates (associates and baccalaureate) per total undergraduate expense: In 2011 \$\$ ¹⁵	1.52	1.51	1.48	Not available			
Distinct undergraduate degree graduates (associates and baccalaureate) per total undergraduate expense: unadjusted ¹⁵	1.49	1.46	1.41	Not available			

10. Distinct Graduates per \$100,000 total expense: CPI adjusted (in 2011 \$\$) and unadjusted*

Performance Highlights

- Boise State University continues to be highly successful in producing college graduates, thereby contributing to the educational attainment rate of Idahoans. In FY15, a recordhigh 2,971 students graduated from Boise State with baccalaureate degrees, which is 10% higher than the FY15 target of 2,700 that was established in August 2010 by the Idaho State Board of Education. Boise State has exceeded the SBOE targets in every year since those targets were established.
- FY15 measures show that previous substantial increases in retention rate and in graduation rate have held steady, indicating that Boise State has successfully achieved important steps (e.g., use of analytics to enable early intervention for at-risk students) in a fundamental transformation of support for student success.
- Dual Enrollment has increased by 49% since FY2012, with 3,586 students participating in Boise State's Dual Enrollment program in FY2015. Those students took a total of 14,820 credits, up 37.6% from FY2012's number of 10,770.
- Students enrolled in distance education courses taught by Boise State has increased by 21% since FY12, with 11,369 distinct students enrolled in FY15. Those students took a total of 73,668 distance education credits, up 32.5% from FY12's number of 55,571.
- Sponsored projects funding continues to grow: during FY15, Boise State received 304 awards. Sponsored projects funding totaled more than \$40M, which is a record high for the University for non-ARRA, non-earmark funding.

State of Idaho

Boise State University

Performance Measurement Report

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Notes:

*Measure required by SBOE

¹ Dual enrollment credits and students are measures of activity that occur over the entire year at multiple locations using various delivery methods. When providing measures of this activity, counts over the full year (instead of by term) provide the most complete picture of the number of unduplicated students that are enrolled and the number of credits earned.

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

³ The count of awards reflects data submitted to IPEDS; FY15 data are preliminary and will be updated in the revised report submitted after audited financials are available. Bachelor's awards include first plus second major. These figures are greater than the number of graduating students because some graduating students receive multiple awards. 2014-15 was the first year that Boise State transcripted all undergraduate certificates and, therefore, began reporting these to IPEDS in that year.

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

⁵ The total of graduates does not equal the sum of the graduates at each level because there is some duplication of individuals between levels (e.g., earning both a graduate certificate and a master's degree). The totals for FY15 and FY19 are calculated as 3.6% below the sum of distinct graduates at each level. The unduplicated graduates reflect data submitted to IPEDS; FY15 data are preliminary and will be updated in the revised report submitted after audited financials are available.

⁶ Total Research and Development Expenditures are submitted to NSF approximately in March for the previous fiscal year. ⁷ Number of graduating students with a STEM degree. STEM definition includes the following degrees:

<u>Baccalaureate STEM degrees</u>: Applied Mathematics, Biology, Chemistry, Civil Engineering, Computer Science, Electrical and Computer Engineering, Environmental Studies, Geoarchaeology, Geophysics, Geoscience, Information Technology Management, Materials Science & Engr, Mathematics, Mechanical Engineering, Physics.

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

<u>Master's STEM degrees</u>: MA or MS in Biology, MS in Raptor Biology, MS in Chemistry, MS in Geoscience, MS in Hydrologic Sciences, MS in Geophysics, MS in Mathematics, MEngr or MS in Civil Engineering, MEngr or MS in Computer Engineering, MS in Computer Science, MEngr or MS in Electrical Engineering, MS in Materials Science and Engineering, MEngr or MS in Mechanical Engineering.

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

<u>Doctoral STEM degrees</u>: PhD Electrical and Computer Engineering, PhD Geology, PhD Geophysics, PhD in Geosciences, and PhD Materials Science and Engineering.

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

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

¹⁰ 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 and total annual credits taken by graduate students divided by 24.

¹¹ WICHE average from Table 1a of annual Tuition and Fees report. We use the average excluding California. A typical report can be found at http://www.wiche.edu/info/publications/Tuition_and_Fees2012-13.pdf

¹² Expense information is from the Cost of College study, which is produced yearly by Boise State's Controller's 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

State of Idaho

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Boise State University

Performance Measurement Report

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 for residents and nonresidents. "Undergraduate and graduate" uses undergraduate and graduate expenses, and includes EWA weighted credit hours for residents and nonresidents.

¹³ Expense information is from the Cost of College study. Distinct graduates reflect unduplicated numbers of baccalaureate graduates for summer, fall, and spring terms.

¹⁴ 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.

¹⁵ 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.

State of Idaho

Idaho State University

Performance Measurement Report

Part I – Agency Profile

Agency Overview

Founded in 1901, Idaho State University (ISU) is a Carnegie Research High Doctoral University. The University has evolved through distinct phases—the last occurring in 1963 with the change from Idaho State College to Idaho State University—reflecting a steady trajectory of growth and development. Today, the University serves a student population of nearly 15,000 students per fall and spring academic terms, and over 18,000 unduplicated annual headcount per year, representing 48 states and 59 countries. The University's mission and Idaho State Board of Education-mandated service region is the result of the institution's history, and Idaho's unique geography.

Idaho State University's geographic service region extends to the upper-Snake River region on the east side of the state, to the Magic Valley/Twin Falls towards the west, to the rural communities of the central mountains on the north. The University has campuses in four locations: Pocatello, Meridian, Idaho Falls, and Twin Falls. Idaho State University offers more than 250 academic programs ranging from professional technical certificates to Ph.Ds. The University's disciplinary breadth, combined with its unique degree mix, offers opportunity and access commensurate with the Idaho State Board of Education's (the Board) mandate to serve its diverse, largely rural region, and to provide health care programming for the state. The University hosts 15 men's and women's NCAA athletic teams and offers more than 160 student clubs and organizations for student participation.

Idaho State University's academic units are organized into five colleges and a Division of Health Sciences. This includes the colleges of Arts and Letters, Business, Education, Science and Engineering, and Technology. The Division of Health Sciences is comprised of the College of Pharmacy, Kasiska School of Health Professions, School of Nursing, School of Rehabilitation and Communication Sciences, Office of Medical and Oral Health, and the Institute of Rural Health. In addition, ISU houses a Graduate School overseen by a graduate dean advised by graduate faculty.

Idaho State University boasts many impressive facilities, including CAES and the Research in Science and Engineering (RISE) Laboratory. The Idaho Museum of Natural History, located on the Pocatello campus, was featured in *National Geographic Magazine* in 2014. The \$34 million state-of-the-art Stephens Performing Arts Center, which debuted in 2004, was recently ranked No.4 on a national list of "The 25 Most Amazing University Performing Arts Centers" by the national website bestvalueschools.com. Additional accolades include Victory Media, the premier media entity for military personnel transition into civilian life, repeatedly naming ISU as one of the top 15% of schools categorized as "Military Friendly Schools." ISU has also been ranked as one of the safest campuses in the nation by University Primetime News, Collegesafe website, and The Daily Beast. Idaho State University was also recently named to the "Top 15 Most Affordable Colleges" list by AffordableCollegesOnline.org. Thebestcolleges.org cited the ISU Meridian Health Science Center as one of the top ten branch campuses in the nation for 2013. This recognition comes from the annual Health Science Experience Night, free Community Health Screenings for uninsured adults, and affiliation with The CORE – an economic development corridor that creates core competencies in the state for health and health-related research.

Core Functions/Idaho Code

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

Central to its health care mission, ISU offers high-quality degree programs in nearly all of the health professions, as well as postgraduate residency training in family medicine, dentistry and pharmacy. The University also serves the state and its region by providing full-service, cost-effective medical care options at its 13 health-related clinics in Pocatello and Meridian. The University faculty and staff provided health services for more than 54,000 patient visits during the 2013-14 academic year. The ISU Bengal Pharmacy, which opened in 2013, serves as an onsite classroom lab for students in the College of Pharmacy while providing pharmacy service options to the region. The Bengal Pharmacy has two telehealth pharmacies: one in in rural, Arco, Idaho, and the other at Challis, Idaho. These partnerships came about at the request of city officials concerned that pharmacy services would no longer be available in their towns. The ISU Treasure Valley Anatomy and Physiology Laboratories in Meridian include the only Bioskills

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Idaho State University

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Learning Center in the state. It will provide state-of-the-art learning experiences for ISU undergraduate and graduate students, as well as high school students across the state via the state's online learning network.

Idaho State University's commitment to access to university-level learning and discovery extends into the K-12 system in Idaho. The University's Early College program, which provides dual enrollment opportunities for Idaho high school students at reduced tuition rates, continues to grow, enabling high school students to take college-level courses preparing them for their future college careers.

Research and scholarship at ISU is rooted in nuclear energy, clean energy and technologies, the environment, and human health. Through the Center for Advanced Energy Studies (CAES), ISU faculty engage in state of the art research that contributes to the nation's economic stability by developing technologies that ensure a stable and secure energy infrastructure.

The College of Technology's Energy Systems Technology and Education Center (ESTEC) offers the following four programs that provide a highly skilled workforce in the technologies that are critical for the energy infrastructure: Energy Systems Electrical Engineering Technology, Energy Systems Instrumentation Engineering Technology, Energy Systems Nuclear Operations Technology.

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



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.



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.



Core Theme Three:

Health Sciences 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.



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.

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Revenue and Expenditures¹:

Revenue and Expenditures ¹ :				
Operating revenues	2012	2013	2014	2015
Student tuition and fees (Gross)	\$ 94,773,660	\$ 98,660,992	104,526,919	available later
Scholarship discounts and allowances	\$ (22,412,832)	\$ (24,723,681)	(24,459,546)	
Federal grants and contracts	9,661,792	9,416,032	8,267,766	
State and local grants and contracts	10,982,493	11,693,989	10,964,430	
Private grants and contracts	11,247,629	9,912,398	7,409,810	
Sales and services of educational Activities	6,270,535	6,933,778	6,757,178	
Sales and services of auxiliary enterprises	13,573,775	13,737,710	13,507,916	
Other	5,021,161	3,404,559	3,560,921	
Total operating revenues	129,118,213	129,035,777	130,535,394	
Operating expenses	222,035,121	223,289,422	219,960,108	
Instruction	85,471,915	86,776,403	87,913,744	
Research	19,312,583	17,995,807	15,767,633	
Public Services	4,343,589	5,742,833	5,613,728	
Academic Support	12,695,432	12,185,540	15,672,748	
Libraries	2,366,721	2,474,672	2,571,511	
Student Services	7,534,390	8,394,274	8,507,826	
Institutional Support	18,474,297	20,282,672	18,191,371	
Maintenance & Operations	15,821,489	17,171,418	16,524,698	
Auxiliary Enterprises	23,024,144	22,499,994	22,113,542	
Scholarships and Fellowships	20,885,766	16,851,589	14,302,237	
Depreciation	12,104,795	12,914,220	12,781,070	
Operating income/(loss)	(92,916,908)	(94,253,645)	(89,424,714)	
Nonoperating revenues/(expenses)				
State appropriations:	71,158,994	77,032,719	79,825,405	
State General Account	57,323,100	62,631,800	65,261,000	
Endowment Income	2,123,271	2,125,560	2,227,800	
Other State Appropriations	2,604,540	2,662,418	2,730,508	
Professional Technical Education	9,108,083	9,612,941	9,606,097	
State Department of Public Works	4,413,710	2,431,128	2,593,121	
Title IV grants	26,076,231	24,104,048	21,120,080	
Gifts	4,609,727	5,484,315	5,994,344	
Net investment income	144,574	60,485	107,819	
Amortization of bond financing costs	(60,954)	(941,514)	(7,267)	
Interest on capital asset related debt	(3,177,831)	(2,354,492)	(2,068,697)	
Net nonoperating revenues/(expenses)	103,164,451	105,816,689	107,564,805	
Other revenue and expenses				
Capital gifts and grants	854,931	20,699	0	
Gain or (loss) on disposal of fixed assets	(10,243)	(329,069)	95,764	
Net other revenues and expenses	844,688	(308,370)	95,764	
Increase in net assets	11,092,231	11,254,674	18,235,855	
Net assets - beginning of year	190,901,906	201,994,137	213,248,811	
Net assets - end of year	\$ 201,994,137	\$ 213,248,811	231,484,666	

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Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2012	FY 2013	FY 2014	FY 2015
Annual (unduplicated) Enrollment Headcount ² - Professional Technical - Undergraduate - Graduate	1,960	1,771	1,595	1,457
	14,205	14,509	14,273	13,951
	3,119	2,900	2,772	2,665
Total:	19,284	19,180	18,640	18,073
Annual Enrollment Full-Time Equivalency (FTE) ³ - Professional Technical - Undergraduate - Graduate Total:	1,056	960	870	810
	8,086	7,911	7,680	7,861
	2,109	2,088	2,106	2,137
	11,251	10,959	10,656	10,808
Credit Hours Taught: ⁴ - Total Credit Hours - Professional Technical Credit Hours - Academic Credit Hours - Undergraduate Hours - Graduate Hours	324,889	316,236	307,042	311,434
	31,693	28,785	26,111	24,312
	293,196	287,451	280,931	287,122
	242,573	237,330	230,388	223,593
	50,623	50,121	50,543	51,290
Degrees/Certificates Awarded ⁵ - Technical Certificates - Associate - Bachelor - Master - Doctorate Total: (SBOE system-wide Strategic Plan Measure) % awarded in Health Professions ⁶ % awarded in STEM Disciplines ⁷	192	219	167	199
	334	354	393	363
	1,118	1,136	1,181	1,123
	480	480	474	438
	155	154	146	160
	2,279	2,343	2,361	2,283
	33%	32%	34%	32%
	18%	19%	17%	17%
Graduation Rates (Percent of full-time, first time students from the cohort of new first year students who complete their program within 1½ times the normal program length)	29%	35%	34%	33%
Percent of 1st time freshmen who graduated from an Idaho high school in the previous year requiring remediation ⁸ (SBOE system-wide Strategic Plan Measure) - Total 1 st time freshmen cohort - Total Requiring Remediation - % Requiring Remediation Number of undergraduate and graduate certificates and degrees awarded	945 376 40% UG: 1,644 GR: 635 Total: 2,279	856 283 33% UG: 1,709 GR: 634 Total: 2,343	784 270 34% UG: 1,741 GR: 620 Total: 2,361	868 319 37% UG: 1,685 GR: 598 Total: 2,283
Total new degree-seeking undergraduate students	2,543	2,211	2,111	2,286
- Idaho Resident	2,205	1,796	1,564	1,629
- Non-resident	148	126	128	150
- International	190	289	419	507
Total students in the Career Path Internship Program ⁹	583	651	762	890

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

1. Data are from Idaho State University's audited financial statements.

2. Unduplicated headcount - a student is counted only once in a FY based on the student's highest level in the FY.

3. Annual full-time equivalency (FTE) is calculated by dividing the total Undergraduate and Professional Technical credit hours (SCH) by 30; total Graduate SCH is divided by 24.

4. Total student credit hour production for the fiscal year.

5. Degrees are those awarded and posted as of July 30, 2014.

6. Certificates/Degrees with a U.S. Dept. of Education Classification of Instructional Programs (CIP) Code of 51 – Health Professions and Related Clinical Sciences, and Clinical Psychology degrees.

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

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

9. The purpose of this program is to provide opportunities for students to be employed both on and off campus as interns in positions concomitant with their academic and professional interests. This program enhances student success by employing students in their educational/career field of choice, giving them hands-on experience enhancing job readiness skills.

Performance Highlights:

Among the events that took place in FY 2015 during the execution of ISU's Plan were the following:

Learning and Discovery

- Using new grant funding, ISU researchers are working to create accurate reactor physics benchmarks that will help ensure the safe operation of nuclear reactors, a critical component in our energy future.
- Dr. Shawn Bearden has been awarded a grant from the National Aeronautics and Space Administration (NASA) to fly mice on the International Space Station in 2015 and 2016 to study how to protect astronauts from visual and possible cognitive impairment during longterm space missions.
- Researchers at ISU are working to create a virtual reality system that will assist with arm rehabilitation for people who have suffered from strokes or who have had an arm amputation.
- The ISU Idaho Accelerator Center is now making available the isotope copper-67 for medical and cancer research.

Access and Opportunity

- ISU's first-time undergraduates increased nearly 19 percent over last year, while total enrollment remained flat. The University continues to see growth in strategic areas such as the Early College program and first time undergraduate students.
- ISU's Regional Mathematics Center has partnered with Pocatello/Chubbuck School District 25 to provide training to help elementary and secondary teachers improve math instruction.
- o ISU student pharmacist Sabrina Sherwood receives Mayo Clinic internship.
- ISU Students Take Home National Debate Title Seniors Patrick Loftus, from Coeur d'Alene, and Brock Sondrup, Idaho Falls, won the Pi Kappa Delta National Championship in British Parliamentary Debate, bringing home ISU's first-ever national championship in debate.
- At least 35 incoming students will receive funding to attend Idaho State University's Energy Systems Technology and Education Center (ESTEC) beginning fall 2015, thanks to a \$612,375 grant from the National Science Foundation.

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Leadership in the Health Sciences

- ISU's Institute of Rural Health has been awarded a \$1 million grant to screen Idahoans for traumatic brain injury and renew efforts to establish a statewide trust fund to temporarily assist TBI survivors and their families.
- The College of Pharmacy has received \$125,000 in student scholarships from Cardinal Health, Inc., a pharmaceutical company headquartered in Dublin, Ohio.
- ISU has expanded its two-year Master of Physician Assistant Studies Program (M.P.A.S.) to The College of Idaho in Caldwell
- A possible new autoimmune disease caused by exposure to asbestos from mines in Libby, Montana, has been identified by Idaho State University researcher Dr. Jean Pfau <u>NurseJournal.org</u>, a global media website for nurses and health care professionals, has ranked Idaho State University's School of Nursing fifth out of 442 nursing schools in the West.
- Online Masters Nursing Program Ranked in Top 50 Nationally College Choice, an independent college search and rankings website, has ranked Idaho State University's Master of Science in nursing online program 48th on its 2015 list of the top 50 online MSN programs in the country.

Economic and Social Impact

- ISU was among the recipients of the F.M. and Anne G. and Beverly B. Bistline Foundation Fund in the Idaho Community Foundation, which provided more than \$82,000 in grants to arts-focused nonprofits in Southeast Idaho.
- Firefighters battling the 100-square-mile plus Big Cougar wildfire in Idaho are already using GISsatellite imagery decision support system designed by ISU's GIS (Geographic Information Systems) Training and Research Center and NASA to help with planning wildfire recovery
- ISU-Meridian faculty and students provided screenings at Duck Valley Indian Reservation Health Fair.
- Ada County/ISU Community Health Screening Program has served more than 750 uninsured and underserved adults since March 2010. Other partners are the Idaho Department of Health and Welfare and Central District Health.
- Bengal Pharmacy to Expand to Challis The Idaho State Board of Education approved the ISU Foundation's proposal to expand Bengal Pharmacy, LLC's, telepharmacy services to Challis.
- ISU received a \$179,000 grant from the state's Idaho Global Entrepreneurial Mission (IGEM) to pursue a project with the J.R. Simplot Company to use unmanned aircraft sensors (UAS) to improve agricultural field productivity and grower profitability

Stewardship of Institutional Resources

 Program Prioritization Update - Prior to the August 2014 presentation to the State Board of Education, 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,

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2015, ISU had taken action on and received approval from the State Board of Education for 65 of the 104 programmatic changes.

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.

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.

The impact of Program Prioritization on our recent reaccreditation process was significant. 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.

Idaho State University

Performance Measurement Report

Part II – Performance Measures

Idaho State University (ISU) recognizes that in many instances we have met or exceed the benchmarks that are provided here and derived from our Strategic Plan. However, ISU is in the process of revising our strategic plan. New goals, objectives, and benchmarks will be set as part of this process during the Fall 2015 semester.

Performance Measure	FY 2012	FY 2013	FY 2014	FY 2015	Benchmark
Average undergraduate amount from					
grant or scholarship aid received, from the					
federal government, a state or local	\$5,121	\$5,000	\$5,041	\$5,206	\$5,200
government, the institution, and					
other sources known by the institution ¹	\$5,299	\$5,189	\$5,363	\$5,350	
-Peer average	\$0,299	4 0,109	φ0,303	available	
Pass rates for required licensing & certification exams ²				later	
	0.001	0.10/	000/		Meets or
Nursing (RN) – ISU pass rate	96% 88%	91% 90%	92% 82%		exceeds
Nursing (RN) – National pass rate	100%	90% 97%	82% 95%		national
Pharmacy – ISU pass rate	98%	97% 97%	95% 96%		averages
Pharmacy – National pass rate Physician Assistant – ISU pass rate	97%	97%	98%		Ū
Physician Assistant – National pass rate	91%	93%	94%		
	0.70		0170		Increase by
External funding (grants & contracts) awarded annually to ISU ³	\$30,632,845	\$23,911,923	\$25,022,334	\$25,309,512	Increase by 2% per year
Retention rate of degree-seeking first-time					
full-time and new transfer students					
returning for a second year ⁴ (SBOE system- wide Strategic Plan Measure)					
-First-time full-time degree-seeking	62.0%	62.1%	66.8%	71.3%	80.0%
-New transfer degree-seeking	73.8%	69.2%	73.5%	74.3%	85.0%
Dual Credit Program ⁵ (SBOE system-wide Strategic Plan Measure)					
-Total Headcount (unduplicated)	1,669	1,914	2,111	2,232	1.000 dual
-Total Credit Hours	10,453	11,438	12,746	13,855	1,800 dual credit students
					credit students
Unduplicated headcount of graduates and	UG 1,577	UG 1,626	UG 1,676	UG 1,631	Increase total
percent of graduates to degree-seeking	19%	19%	20%	20%	awards by 5%
FTE 6 (SBOE system-wide Strategic Plan Measure)	GR 633	GR 633	GR 615	GR 590	over the next
	35%	35%	33%	31%	three years.
Cost Per Undergraduate Credit Hour ⁷ (SBOE system-wide Strategic Plan Measure)	\$287.65	\$301.93	\$308.44	available	\$400
				later	
Undergraduate Degrees Per \$100,000 of	1.25	1.25	1.29	available	1.70
education and related expenditures based		1.20	1120	later	
8 (SBOE system-wide Strategic Plan Measure)					
Number of patient visits to ISU clinics and	54,234	49,394	47,357	58,182	58,700
clinical services ⁹					
Student volunteer clinical services –	10,820	11,060	11,474	11,320	11,500
student credit hours earned in clinical					
practica					

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Performance Measure Explanatory Notes:

1. Data are from the IPEDS Financial Aid survey and represents the average amount of aid from grants or scholarships received from the federal government, state/local government, the institution, and other sources known to the institution.

2. Pass rates for Nursing, Pharmacy, and Physician Assistant programs are provided as examples; pass rates for graduates of all academic health professions programs consistently meet or exceed the national pass rates. *FY 2015 pass rates for these programs will be available later.

3. Totals are for sponsored programs (research) and do not include federal Pell grants to students. FY 2015 data is tentative as of July 13, 2015.

4. Data includes degree-seeking first-time undergraduate students and new transfer students enrolled in a fall semester that enroll in the subsequent fall semester, for example freshmen enrolled in Fall 2011 and enroll in Fall 2012. Students that were awarded a degree during the time period from fall-to-fall, for example Professional Technical Education (PTE) degrees, and did not re-enroll are counted in this calculation as "retained".

5. Credit hours and headcount data are from the State Board of Education Dual Credit Report.

6. Unduplicated number of graduates in a fiscal year divided by the total full-time equivalency (FTE) of degree-seeking students in a fiscal year.

7. Total from Step 4 of the Cost of College Report divided by the total weighted undergraduate credits hours.

8. Metric uses the Total from Step 4 of the Cost of College Report and the number of graduates (undergraduate).

9. In FY 2015 the ISU Health Center became part of the Division of Health Sciences (DHS), thus increasing the number of total patient visits.

For More Information Contact

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LEWIS-CLARK STATE COLLEGE

Performance Measurement Report

Part I – Agency Profile

Agency Overview

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

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

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

Core Functions/Idaho Code

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

Mission:

Lewis-Clark State College is a regional state college offering instruction in the liberal arts and sciences, professional areas tailored to the educational needs of Idaho, applied technical programs which support the local and state economy and other educational programs designed to meet the needs of Idahoans.

Core Themes:

Core Theme One: Connecting Learning to Life Through Academic Programs

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

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

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

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

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

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LEWIS-CLARK STATE COLLEGE

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

Revenues and Expenditures⁶ (includes Professional-Technical Education)

Revenue	FY 2012	FY 2013	FY 2014	FY 2015
State Appropriations	\$16,542,619	\$19,678,627	\$21,577,079	
Student Fees	\$14,996,481	\$14,678,929	\$14,741,232	
Federal Grants & Contracts	\$9,460,286	\$8,621,953	\$8,089,544	
State Grants & Contracts	\$3,037,559	\$3,177,058	\$2,397,801	
Private Gifts, Grants & Contracts	\$2,429,700	\$2,256,823	\$1,822,309	
Sales & Serv of Educ Act	\$1,569,380	\$1,502,166	\$1,449,164	
Sales & Serv of Aux Ent	\$1,782,039	\$1,869,925	\$2,033,574	
Other	\$2,397,501	\$981,341	\$473,546	
Total	\$52,215,565	\$52,766,822	\$52,584,249	
Expenditures	FY 2012	FY 2013	FY 2014	FY 2015
Instruction	\$18,378,662	\$18,997,957	\$19,646,064	
Research	\$158,742	\$197,380	\$218,549	
Public Service	\$2,457,103	\$2,422,301	\$1,119,450	
Library	\$808,497	\$879,626	\$889,382	
Student Services	\$3,609,286	\$3,841,750	\$3,682,405	
Physical Operations	\$5,400,794	\$6,009,826	\$6,096,537	
Institutional Support	\$4,315,341	\$4,697,263	\$4,739,837	
Academic Support	\$2,481,065	\$3,014,128	\$2,688,717	
Auxiliary Enterprises	\$4,454,752	\$4,819,502	\$5,280,485	
Scholarships/Fellowships	\$4,186,724	\$3,222,980	\$3,231,985	
Other	\$558,842	\$549,204	\$118,280	
Total	\$46,809,808	\$48,651,917	\$47,711,691	

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2012	FY 2013	FY 2014	FY 2015
Annual (unduplicated) enrollment headcount (EOT) - Academic	6,106 4,060	5,906 4,057	5,469 3,984	5,594 4,152
- Professional-Technical	2,046	1,849	1,485	1,442
Annual Enrollment FTE - Academic - Professional-Technical	3,292 2,742 550	3,068 2,505 563	2,955 2,492 463	2,997 2,545 452
Annual student credit hour production Academic Professional-Technical 	98,746 82,250 16,496	92,032 75,141 16,891	88,649 74,764 13,885	89,896 76,337 13,559
Credit hours taught per faculty FTE	501	443	426	428
Undergraduate Cost Per Credit Hour	489	536	543	Note 6
Enrollment-headcount (Fall end of term) Enrollment-full time equivalent (Fall end of term)	4,730 3,297	4,522 3,097	4,272 2,998	4064 3,001
Number and percentage of first-time freshman who graduated from an Idaho high school in the previous year requiring remedial education	135/48%	152/52%	145/52%	179/56%

LEWIS-CLARK STATE COLLEGE

Performance Measurement Report

Performance Highlights

- LCSC completed restoration of the Silverthorne Theatre complex, restoring the 1920s-vintage landmark to its former grandeur and earning the Lewiston Orchid Award for historic preservation.
- The Idaho Legislature approved the launch of the LCSC Work Scholars initiative, which actively engages students through working, learning, and service while significantly reducing or eliminating student debt.
- LCSC received approval and funding from the Governor and Legislature to establish a jointlyoperated, collaborative education facility on the Coeur d'Alene "education campus" serving LCSC, UI, and NIC students.
- New transfer articulation agreements were signed with North Idaho College and the College of Western Idaho.
- Spring commencement saw a record number of graduates (792) and degrees awarded (844).
- The LCSC Foundation distributed a record of over \$400,000 in scholarships.
- The Warrior baseball team went 46-12 en route to winning its 17th national championship at the Avista-NAIA World Series, hosted at LCSC's Harris Field for the 24th time.
- Baseball coach Jeremiah Robbins was named NAIA Coach of the Year.
- The college's federal TRIO grant called "Student Support Services" was renewed for 5 years. Total funding is approximately \$1.6 million.
- LCSC hosted 28 students and teachers from Mexico in November 2014 via a program sponsored by the Mexican government called "Projecta 100,000."
- Fall 2014 saw 90 incoming residential freshmen engage in a half-day of service wherein students participated in volunteer activities throughout the valley.
- Approximately 200 student-athletes combined to give over 1,000 hours of service to local and regional organizations. The athletic department was honored by the Boys and Girls club as Volunteer of the Year.
- 103 student-athletes earned a 3.0 GPA or better in the 2014 Fall Semester.
- 10 of the athletic department's 12 teams qualified for nationals.
- The Automotive Technology Program was recertified for the next five years by NATEF (National Automotive Technical Education Foundation).

LEWIS-CLARK STATE COLLEGE

Performance Measurement Report

Part II – Performance Measures

Performance Measure	FY 2012	FY 2013	FY 2014	FY 2015	Benchmark
Total certificates and degrees conferred and number of undergraduate certificate and degree completions per 100 (FTE) undergraduate students enrolled	23	22	25	26	24
Graduation rates (percent of full- time, first time students from the cohort of new first year students who complete their program within 1½ times the normal program length)	31%	30%	27%	27%	35%
Scholarship dollars per FTE	\$1,728	\$1,831	\$2,142	\$2,211	\$1,950
Undergraduate degrees/ certificates awarded	773	688	739	771	800
Unduplicated headcount of graduates	712	652	675	713	700
Unduplicated number of graduates over rolling 3-year average degree seeking FTE	712/3,044 23%	652/3,086 21%	675/3,025 22%	713/2,973 24%	
Graduates per \$100,000 Cost of College-Step 4	1.8	1.6	1.6	Note 6	
Total full-time <u>new</u> students who are retained or graduate the following year.	(224/415) 54%	(189/401) 47%	(203/338) 60%	(304/474) 64%	70%
Total full-time <u>transfer</u> students retained or graduated the following year	(179/254) 70%	(167/259) 64%	(166/234) 71%	(141/202) 70%	
Annual dual credit hours Annual dual credit headcount (unduplicated) ¹	6,974 1,556	8,312 1,797	7,963 1,959	8,071 1,750	8,000 2,000

LEWIS-CLARK STATE COLLEGE

Performance Measurement Report

First time licensing/cortification	NCLEX-RN	NCLEX-RN	NCLEX-RN		NCLEX-RN:
First-time licensing/certification				NCLEX-RN	
exam pass rates ²	89%	92%%	95%%	89%	Meet or
	(National	(National	(National	(National	Exceed
	Average	Average	Average	Average	National
	=90%)	=91%)	=84%)	=83%)	Average
	NCLEX-PN ³	NCLEX-PN	NCLEX-PN	NCLEX-PN	NCLEX-PN:
	86%	100%	75%	100%	Meet or
	(National	(National	(National	(National	Exceed
	Average	Àverage=	Àverage=	Àverage=	National
	=84%)	85%)	85%)	82%)	Average
	ARRT	ARRT	ARRT⁴	ARRT ⁴	ARRT:
	100%	92%	100%	100%	Meet or
	(National	(National		(National	Exceed
	Average=	Average=		Average=	National
	93%)	90%)		N/A%)	Average
	,	,		,	
	PRAXIS II ⁵	PRAXIS II	PRAXIS II	PRAXIS II	PRAXIS II
	90%	93%	83%	68%	90%

Performance Measure Explanatory Notes:

- This year, the SBOE staff informed LCSC that Tech Prep students whose credits were awarded contemporaneously should be treated as Dual Credit. The values shown include Tech Prep student headcount and credits earned by Tech Prep students. This will be the last year Tech Prep credits will be automatically added to a transcript. Going forward, Tech Prep students will need to request credits be added to transcript when matriculated at LCSC.
- 2. Certification and licensing exam pass rates reflect first-time test takers only.
- 3. The number of NCLEX-PN first time test takers was: 2011-12; 2012-13; 2013-14; 2014-15.
- 4. National ARRT data for FY2014 will not be available until December 2015.
- 5. Praxis results are for tests administered between September and August, therefore the reported data are not precisely aligned with fiscal year reporting.
- 6. Audited financial information not yet available.

For More Information Contact

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State of Idaho

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IDAHO PUBLIC TELEVISION

Performance Measurement Report

Part I – Agency Profile

Agency Overview

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

IdahoPTV's service to the region began in September of 1965 with KUID-TV, Moscow. Over the next 50 years, IdahoPTV has expanded its reach to include over-the-air broadcast television service to more than 98% of Idaho's households and portions of six adjoining states and Canada through an efficient system of five (5) digital transmitters and 49 translators (43 translators and 6 relays). We are on schedule to upgrade the last translator to digital at Mackay to meet the FCC deadline of September 30, 2015. IdahoPTV's signals are rebroadcast under federal guidelines by cable and satellite systems in the region, as well as a rapidly expanding Internet-based content creation and distribution system. IdahoPTV's services and equipment have been made possible through diverse funding partnerships from individual contributions, grants from foundations and companies, and state and federal sources. We continue to work toward finishing the statewide conversion of all of IdahoPTV's facilities to digital. IdahoPTV is also monitoring closely the congressionally mandated FCC spectrum repacking initiative. It may have impact on several communities throughout the state.

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

IdahoPTV received appropriated funding in FY 2015 in the following allocations: Dedicated Funding – 69%; State General Fund – 26%; and federal grants for capital replacement – 5%. The dedicated funds are primarily via Friends of Idaho Public Television, Inc., which typically receives around \$4 million annually in donations from about 20,000 individuals, foundations and organizations. Other dedicated funds come from the Corporation for Public Broadcasting, private grants and services. IdahoPTV's comprehensive audit is conducted annually by the Legislative Auditor, Legislative Services Office.

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

Outdoor Idaho continues to air on stations in Oregon and Washington. According to the Nielsen Survey Index, IdahoPTV once again enjoyed the highest per capita viewership in the United States (February 2015 data).

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

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

Also produced are other hour-long special programs including:
Idaho: State of WonderInto Africa: The Idaho-Gorongosa Connection
Idaho: An Aerial TapestryIdaho Geology, A Convergence of Wonders
Salmon River Lodges & Legacies
Adventure IdahoInto Africa: The Idaho-Gorongosa Connection
Idaho: An Aerial TapestryCapitol of Light: The People's House
A Sawtooth Celebration
State of Our ParksState of Our Parks

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IDAHO PUBLIC TELEVISION

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

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

Core Functions/Idaho Code

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

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

- Establishing and maintaining statewide industry-standard delivery systems to provide television and other media to Idaho homes and schools;
- Providing quality educational, informational and cultural television and related resources;
- Creating Idaho-based educational, informational and cultural programs and resources;
- Providing learning opportunities and fostering participation and collaboration in educational and civic activities; and
- Attracting, developing and retaining talented and motivated employees who are committed to accomplishing the shared vision of Idaho Public Television.

Revenue	FY 2012	FY 2013	FY 2014	FY 2015
General Fund	\$ 1,377,000	\$ 1,587,000	\$ 1,826,800	\$ 2,200,700
Dedicated Fund	926,200	965,700	5,981,400	5,844,300
Federal	0	0	127,000	440,000
Total	\$ 2,303,200	\$ 2,552,700	\$ 7,935,200	\$ 8,485,000
Expenditure	FY 2012	FY 2013	FY 2014	FY 2015
Personnel Costs	\$ 1,627,200	\$ 1,694,400	\$ 3,802,500	\$ 3,947,100
Operating Exp.	676,000	668,700	2,720,900	2,938,800
Capital Outlay	0	189,600	468,000	954,900
Trustee/Benefit Payments	0	0	0	0
Total	\$ 2,303,200	\$ 2,552,700	\$ 6,991,400	\$ 7,840,800

Revenue and Expenditures

Note: FY 2014 adjusted to actual expenditures.

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2012	FY 2013	FY 2014	FY 2015
Channel Hours for Children (under the age of 12)	14,304	14,640	14,374	14,233
Channel Hours for Ethnic Minorities	5,327	5,388	5,455	5,797
Channel Hours for Learners	13,231	13,148	13,733	14,141
Number of Visitors to idahoptv.org	1,252,548	1,196,428	1,520,814	1,670,923
Public Affairs Channel Hours	12,118	12,272	12,654	13,450

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IDAHO PUBLIC TELEVISION

Performance Measurement Report

Performance Highlights:

During calendar year 2014 -

- 1,040 hours of overnight educational television including 370 hours of professional development for teachers, as well as resources for K-12 classrooms - provided instructional materials to schools, as well as individual educators and students, throughout the state.
- 471 kindergarten-third grade students contributed entries for the annual PBS Kids Go! Writers Contest, coming from 56 different communities and 30 classroom teachers.
- 17,118 e-mails sent to educators provided programming highlights and a link to the monthly Classroom Calendar, connecting IdahoPTV on-air programs and Web-based resources to classroom curricula.
- 201 hours of University of Idaho-produced programming aired on Educable.
- 3,722 people accessed learning objects through idahoptv.pbslearningmedia.org.
- 51 public events throughout Idaho were attended by a total of 3,724 people.
- 120 third-, fourth-, and fifth-graders participated in Science Trek Overnight Science Camp.
- 18,916 page views on the Idaho Reports website.
- 2,006,426 page views on the Science Trek website.

Part II – Performance Measures

*Performance measure not previously reported.

Performance Measure	FY 2012	FY 2013	FY 2014	FY 2015	Benchmark
Number of awards for IdahoPTV media and services.	53	54	61	55	35
Number of DTV translators.	36 of 44	44 of 49	47 of 49	47 of 49	47 of 49
Percentage of Idaho's population within our DTV signal coverage area.	97.8%	98.2%	98.4%	98.4%	98.5%
Number of partnerships with other Idaho state entities.	*	*	*	22	20
Full-day average weekly cume (percentage of TV households watching) as compared to peer group of PBS state networks.	*	*	*	31.1%	24.9%
Percentage of broadcast hours of closed captioned programming (non-live) to aid visual learners and the hearing impaired.	*	97.35%	97.6%	98.4%	97.5%
Number of IdahoPTV channel hours of Idaho-specific educational and informational programming.	1,942	1,798	2,074	1,955	1,800
Total number of hours of educational programming.	27,535	27,778	28,107	28,374	28,000
Total FTE in content delivery and distribution.	20.26	18.31	18.58	18.5	<30.45

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Successfully comply with FCC policies/PBS programming, underwriting and membership policies/and CPB guidelines.	Yes/Yes/Yes	Yes/Yes/Yes	Yes/Yes/Yes	Yes/Yes/Yes	Yes/Yes/Yes
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For More Information Contact

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Vocational Rehabilitation, Idaho Division of

Performance Measurement Report

Part I – Agency Profile

Agency Overview

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

The Public Vocational Rehabilitation program is one of the oldest and most successful Federal/State programs in the United States. Vocational Rehabilitation serves individuals with severe disabilities that impose significant barriers to gainful employment. In FFY 2014, the average time needed for a person to complete a rehabilitation plan and become employed was 22 months. Furthermore, employment of individuals with disabilities resulted in a 412% increase in customer weekly earnings and significant decreases in the need for public support.

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

IDVR is comprised of 150 employees, of which 142 are full time positions serving in forty (40) offices throughout the state. Offices are located throughout the state to include: Boise, Meridian, Coeur d'Alene, Sandpoint, Lewiston, Orofino, Moscow, Twin Falls, Burley, Pocatello, Blackfoot, Preston, Idaho Falls, Salmon, Rexburg, Caldwell, Nampa, and Payette. There is one (1) Central Office, eight (8) Regional Offices, ten (10) general Sub-Offices, seven (7) Mental Health Sub-Offices, nine (9) School–Work Sub-Offices, and five (5) Corrections Sub-Offices.

Core Functions/Idaho Code

Legal Authority for the Idaho Division of Vocational Rehabilitation is Idaho Code, 33-2301 and the Rehabilitation Act of 1973, as amended by the Workforce Innovation and Opportunity Act (WIOA), 29 U.S.C. 720, and is augmented by proposed regulations promulgated and set forth at 34 CFR § 361.

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

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

CDHH is an independent agency. This is a flow-through council for budgetary and administrative support purposes only with no direct programmatic implication for IDVR. The Council's vision is to ensure that individuals who are deaf, hard of hearing, or hearing impaired have a centralized location to obtain resources and information about services available (Idaho Code, Title 67, Chapter 73, Idaho State Council for the Deaf and Hard of Hearing 67-7301 – 67-7308).

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Vocational Rehabilitation, Idaho Division of

Performance Measurement Report

Revenue an	d Expenditures
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Revenue	FY 2012	FY 2013	FY 2014	FY 2015
General Fund	\$7,041,985	\$7,222,720	\$7,350,178	\$7,344,535
Rehab Rev & Refunds	\$304,959	\$586,887	\$653,069	\$310,456
Federal Grant	\$12,198,556	\$11,316,948	\$12,473,938	\$13,710,931
ARRA	\$1,573,231		\$8,567	
Miscellaneous Revenue	\$407,250	\$729,208	\$467,798	<u>\$755,359</u>
Total	\$21,525,981	\$19,855,763	\$20,953,550	\$22,121,281
Expenditure	FY 2012	FY 2013	FY 2014	FY 2015
Personnel Costs	\$8,271,464	\$7,903,578	\$8,577,431	\$9,168,672
Operating Expenditures	\$2,132,119	\$1,543,577	\$1,553,005	\$1,831,248
Capital Outlay	\$189,651	\$23,025	\$99,255	\$50,271
Trustee/Benefit Payments	<u>\$11,871,729</u>	<u>\$10,096,090</u>	<u>\$10,852,261</u>	<u>\$11,503,155</u>
Total	\$22,464,963	\$19,566,270	\$21,081,952	\$22,553,346

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2012	FY 2013	FY 2014	FY 2015
The Number of Individuals Served by Vocational Rehabilitation	14,076	13,129	11,324	11,704
The Number of Individuals Who Went to Work After Receiving VR Services	2083	1814	1827	1978

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

Performance Highlights

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

In FFY 2014, IDVR had an 8% increase in successful employment outcomes from FFY2013. This increase demonstrates a positive trajectory in maintaining or returning Idahoans with disabilities back to work. Furthermore, 83% of VR customers who achieved or maintained employment reported their wages as their primary means of support. This demonstrates an increase in self-sufficiency and decrease in dependency on public assistance and family support.

IDVR continues to support and grow Project SEARCH. Project SEARCH is a high school transition collaborative effort between school districts, the IDVR, Community Rehabilitation Programs (CRPs) and host businesses. It is a national/international training effort to prepare transition students identified as requiring long term supports for the world of work thus helping them move into community employment after high school graduation. Idaho currently has one active project in the Coeur d'Alene area which is a joint effort with VR, Coeur d'Alene school district, TESH, and Kootenai Health. The Project SEARCH program combines two hours of daily classroom training along with four hours of unpaid internship. These internship experiences are done in three different eight week rotations and can include: housekeeping, dietary, laundry, child care, and equipment transportation. Even though the students may not be hired by the host business, they are better prepared for work and better able to access employment after Project SEARCH completion.

The State Department of Education, IDVR and the Idaho Commission for the Blind and Visually Impaired (ICBVI) held collaborative statewide trainings throughout the month of September 2014. Idaho school districts, Special Education Directors, IDVR Regional Managers, IDVR School-Work transition and a representation from the 2

Vocational Rehabilitation, Idaho Division of

Performance Measurement Report

general caseload counselors, and ICBVI participated. Through this collaborative training, the SDE/IDVR/ICBVI transition plans were developed to increase local team effectiveness. This training enhanced the collaborative efforts in transition age youth both internal and external to the School-Work projects.

In FFY2014, IDVR expanded its' collaboration with the Department of Corrections (IDOC) beyond the Treasure Valley to provide cooperative comprehensive vocational rehabilitation services to both male and female offenders leaving the prison system that have been identified as at risk of revocation, thus needing more intense reentry services than those being supervised by IDOC. The expansion included a vocational counselor and vocational assistant co-located in the Coeur d'Alene, Twin Falls and Blackfoot offices of IDOC.

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 of 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.

Performance Measure	FY 2012	FY 2013	FY 2014	FY 2015	Benchmark
Number of Individuals Exiting the VR Program Who Achieved an Employment Outcome	2083	1814	1827	1978	1827
Percentage of Individuals Who Exit the VR Program After Receiving Services Who Are Determined to Have Achieved an Employment Outcome	59.8%	42.36%	60.04%	58.19%	55.8%
Number of transition age youth exiting the IDVR program who achieved an employment outcome will exceed the previous year's performance	638	542	553	546	554
Increase the number of different occupational areas/categories employers are hiring IDVR customers**	8	10	13	16	13

Part II – Performance Measures

Performance Measure Explanatory Notes:

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

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

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** Occupational categories are defined by the Bureau of Labor Statistics, Federal Occupational Employment Statistics (OES) program which produces employment and wage estimates annually for over 800 occupations.

For More Information Contact

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Public Schools

Performance Measurement Report

Part I – Agency Profile

Agency Overview

The vision of the State Department of Education is to support schools and students to achieve through the following three goals:

- 1. College and Career Ready, through perseverance
- 2. A mutually responsible accountability system
- 3. Supporting and attracting great educators

One strategy to attaining these three goals, is to consistently remind students that they are going to experience misfortunes and falls, but that's certainly not the end of the path to their college and career readiness; it's how quickly you get up, and that you persevere through the path, that really matters. The Department's mission is dedicated to providing the highest quality of support and collaboration to Idaho's public schools, teachers, students and parents.

Core Functions/Idaho Code

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

Revenue	FY 2012	FY 2013	FY 2014	FY 2015
General Fund	\$1,223,580,400	\$1,279,818,600	1,308,365,400	1,374,598,400
Federal Grant	215,550,000	214,588,000	212,095,800	240,306,600
Dedicated Fund	68,547,400	66,873,400	74,458,400	86,703,200
ARRA Stimulus	16,660,700	2,422,600	2,904,100	1,372,800
Ed Jobs Fund	<u>30,999,800</u>	<u>5,290,800</u>	<u>0</u>	
Total	1,555,338,300	1,568,993,400	1,597,823,700	1,702,981,000
Expenditure	FY 2012	FY 2012	FY 2014	FY 2015
Personnel Costs	425,000	366,000	739,700	639,000
Operating Expenditures				
	5,112,700	5,099,100	14,384,400	8,826,200
Capital Outlay	1,500	2,500	722,000	0
Trustee/Benefit Payments				
	<u>1,542,808,300</u>	<u>1,545,149,300</u>	<u>1,588,385,900</u>	1,698,696,200
Total	1,548,347,500	1,550,616,900	1,604,232,000	1,708,161,400

Revenue and Expenditures

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services				
Provided	FY 2012	FY 2013	FY 2014	FY 2015
Number of School Districts Supported	115 districts	115 districts	115 Districts	115 Districts
	43 charters	44 charters	47 charters	48 Charters**
	1 COSSA	1 COSSA	1 COSSA	1 COSSA
Number of Public School District (K12)	281,772	285,305	289,063	291,022
Students				
FTE Student Teacher Ratio	18.56	19.09	19.10	18.9

State of Idaho

Public Schools

Performance Measurement Report

**FY2015 Charter Count does not include Odyssey Charter as they were only in operation for a few weeks

Performance Highlights

With performance goals in mind, it is important that we allow local school districts to make decisions that will support students directly in current issues that need to be addressed. Without local control, students don't receive the direct educational impact that they not only need, but deserve. The fundamental change of approaching educational issues from the bottom-up is our effort to allow for local leadership and teachers to support students directly. Minimizing local leader's ability to make decisions has negatively impacted kids for too long, and we must change the culture of education in Idaho to allow schools and students to achieve.

The department will also be reviewing mathematics and English Language Arts/Literacy standards in the fall of 2015. The review will be called the Idaho Standards for Learning Challenge (Idaho Challenge), and is designed to challenge stakeholders to read the standards and then provide specific, actionable feedback on any particular standard. It is also important to note that the Idaho Challenge is not intended to be a referendum on the Idaho Core Standards; only comments and actionable recommendations tied to specific standards will be considered. The Idaho Challenge will not only allow stakeholders to be involved, but will also give parents, students, teachers, higher education, and the public at large the opportunity to review the standards based on their experience over the past several years they have been taught in Idaho public schools.

Advanced Opportunities has been offered to students across the state in prior years, and with the success of these programs, the department will begin offering a web-based portal for secondary students who wish to register for the state's Advanced Opportunities programs. The web-based portal will provide a more streamlined approach to registering for the following programs:

- The 8-in-6 Program is designed to help students complete eight years of schoolwork (two years of middle school, four years of high school, and two years of postsecondary or trade school) in just six years. Students accomplish this by taking online courses over the summer and by taking online overload courses during the school year.
- The Fast Forward Program is available for juniors and seniors. Participants in Fast Forward, the most
 popular of the Advanced Opportunities programs, are eligible for state aid to pay for dual credit courses
 and college-bearing/professional-technical exams, such as AP (Advanced Placement) exams, CLEP
 (College Level Examination Placement) exams, IB (International Baccalaureate) courses and some
 technical education courses and certifications.
- The Early Completers Program also allows students who have completed their state graduation
 requirements (except for their senior project and senior math course) to use state aid to pay for dual
 credit courses and college-bearing/professional-technical exams while still in high school. The state will
 pay up to \$75 per credit hour for up to 18 dual credits per semester (or 12 per trimester).
- The Mastery Advancement Program allows students who graduate from high school at least one year early to become eligible for a post-secondary schools scholarship equal to 35 percent of the Average Daily Attendance state funding allocation that would have been made to their school had they not graduated early.

Furthermore, when considering local control, the department will continue to move down a path to allow school districts the opportunity to purchase and implement their own Learning Management Systems (LMS). Previously, the department had purchased a statewide IMS (Instructional Management System) in an attempt to provide the service to all districts in the state. The problem with this IMS-approach was due to the fact that it was a top-down approach, with implementation flaws and malfunctions. The department, moving forward, will truly be a service agency, allowing districts the freedom and flexibility to choose an LMS (learning Management System), which is different from an IMS, and will work better for their local needs. The Learning Management System, at the local level, will track student growth on multiple measures over multiples times. That information will be housed at the local level, where districts know their students best and who can affect achievement quicker. This will move the state away from the one-size-fits-all IMS approach, and away from the assumption that one IMS will meet the needs of all individuals involved in Idaho education. What is needed is a consistent, secure display of accurate and timely student level data that can be accessed by any educator to be used by whatever instructional improvement system they deem valuable, as chosen by each individual school district.

Public Schools

Performance Measurement Report

Part II – Performance Measures

Performance Measure	FY 2012	FY 2013	FY 2014	FY 2015	Benchmark
Percent of Students Who Complete high school	93.3	90.8	83.62	****	100%
Number of Highly Qualified Teachers (HQT) Teaching in Their Area of Specialty as a Percentage of the Total Teaching Population	96.3%	96.9	96.6%	97%	100%
Percentage of K-12 Students Meeting or Exceeding Idaho Standard Achievement Test (ISAT)*					
 Reading Mathematics Language Usage Science (grades 5,7,10) 	89.3% 80.7% 76.9% 67.1%	90.0%* 82.1%* 77.1%* 67.2%*	** ** 63.7%***		100% 100% 100% 100%
2015 ISAT-Science Grade 5 Grade 7 Grade 10				62.9% 50% *****	
Percent of Students Proficient on the Smarter Balanced Achievement Test					
ELA/Literacy Grade 3 Grade 4 Grade 5 Grade 6 Grade 7 Grade 8 Grade 9 Grade 10 Grade 11 Mathematics				48% 46% 52% 49% 51% 52% 52% 60% 60%	
 Grade 3 Grade 4 Grade 5 Grade 6 Grade 7 Grade 8 Grade 9 Grade 10 Grade 11 				50% 43% 38% 36% 38% 37% 28% 30% 35%	
Number of Schools Receiving Technical Assistance	202	160	276	298	

*Based on data after district appeals. State of Idaho

Public Schools

Performance Measurement Report

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

FY2015 SBAC Data is baseline data as it is the first year to be fully implemented. ISAT Science only tests grade 5 and 7. Grade 10 Data on End of Course Assessments for Biology and Chemistry was not available. ***Non-appealed data

**** Not available

For More Information Contact

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State of Idaho

WORKSESSION - PPGA

Agricultural Research & Extension

Performance Measurement Report

Part I – Agency Profile

Agency Overview

The Agricultural Research and Extension Service (ARES) is part of the Land-Grant system established by the Morrill Act of 1862. The University of Idaho Cooperative Extension System, established in 1915 under the Smith-Lever Act of 1914, conducts educational outreach programs to improve the quality of life for Idaho citizens by helping them apply the latest scientific technology to their communities, businesses, lives and families. The Idaho Agricultural Experiment Station, established in 1892 under the Hatch Act of 1887, conducts fundamental and applied research to solve problems and meet the needs in Idaho's agriculture, natural resources, youth and family and related areas.

Core Functions/Idaho Code

Conduct educational outreach programs through the University of Idaho Cooperative Extension system. Conduct fundamental and applied research programs through the Idaho Agricultural Experiment Station. Pursuant to §33-2904, Idaho Code, the State Board of Education is authorized to conduct agricultural research and extension work.

Revenue and Expenditures

Revenue	FY 2012	FY 2013	FY 2014	FY 2015
General Fund	\$22,559,000	\$23,604,100	\$24,422,700	\$26,453,700
Federal Grant	3,909,353	5,333,566	5,207,468	5,073,983
Misc Revenue	0	0	0	0
Restricted Equine Education	24,014	14,557	0	0
Total	\$26,492,367	\$28,952,223	\$29,630,168	\$31,527,683
Expenditure	FY 2012	FY 2013	FY 2014	FY 2015
Personnel Costs	\$21,946,299	\$22,381,690	\$22,590,324	\$24,134,222
Operating Expenditures	3,554,785	4,413,296	4,005,379	5,066,027
Capital Outlay	969,866	2,208,280	2,154,129	2,704,097
Trustee/Benefit Payments	5,109	2,333	0	0
Total	\$26,475,059	\$29,005,599	\$28,749,832	\$31,904,346

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2012	FY 2013	FY 2014	FY 2015
Number of Youth Participating in 4-H	33,163	34,769	56,546	55,742
Number of Individuals/Families Benefiting from Outreach Programs	338,523	358,227	375,350	359,662
Number of Technical Publications (research results) Generated/Revised	187 (CES)	179 (CES)	135 (CES)	187 (CES)

Performance Highlights:

University of Idaho Extension

Late blight treatment decreases potato losses in storage

When late blight plagued potatoes in eastern Idaho, UI Extension Potato Specialist Nora Olsen showed spraying potatoes with phosphorous acid after harvest as they went into storage and adopting research based storage management practices could reduce losses to the disease and allow for a longer storage life. This treatment is now a standard recommendation to control late blight and pink rot in Idaho. Across the U. S. research shows the treatment can decrease potential infection by up to 90%.

Master Gardener's help feed Idaho residents

Thirty-two of Idaho's counties have established UI Extension Master Gardener's programs with a goal to educate participants so they can educate others. This year, communities across Idaho have received the benefit of

State of Idaho

Agricultural Research & Extension

Performance Measurement Report

12,000 hours of volunteer work of supervised Master Gardeners who delivered more than 100 presentations, served hundreds of residents in plant clinics, and contributed to community projects including the founding of a dozen new community gardens. In one county alone, Master Gardeners contributed more than 1,500 hours of community service and contributed more than 60,000 pounds of produce to low-income residents.

Eat Smart Idaho teaches hands-on nutrition classes

UI Extension's Eat Smart Idaho program aims at helping adult and families learn how to stretch their food dollars while also providing tasty and healthy meals. Eat Smart Idaho delivered approximately 900 hands-on nutrition educational classes reaching 51,466 contacts in 36 of 44 Idaho counties. Reports indicate that 87% of adults in the program showed improvement in nutrition practices. Researchers concluded that Idaho can save \$14.55 in future health care costs for each \$1.00 spent on healthy living education.

4-H programs help youth develop skills

The UI Extension 4-H Youth Development Program engaged 55,742 youth in life-skills learning through traditional club programs in each county in Idaho, camps, afterschool programs, school enrichments program and a host of other venues. 4-H professionals coordinated the work of 4,600 volunteers. Primary emphasis was placed on projects and activities that promote interest in science, engineering and technology, citizenship and healthy living choices. 4-H partnered with the Eat Smart Idaho program to deliver more than 40,000 contact hours of nutrition and physical activity instruction to low income children and their families.

UI Extension programming is conducted by 70 county-based Extension educators and 46 Extension specialists. Extension faculty generated \$9,193,953 in grant funding and recorded 359,622 direct teaching contacts. They produced 48 peer-reviewed Extension publications, 65 articles in professional and scientific journals, and 74 miscellaneous articles including research reports, peer reviewed proceedings, and contributions to trade journals.

Performance Measure	FY 2012	FY 2013	FY 2014	FY 2015	Benchmark
(1)Number of External Agricultural Research Grants submitted	299	312	328	323	350
Scholarly and Creative Activity, Objective 1					
(2) Number of External Agricultural Grants received	236	215	281	245	300
Scholarly and Creative Activity, Objective 1					
(3) Dollar Value of External Agricultural Research Grants	\$11.8M	\$15.6M	\$16.1M	\$17.2M	\$20M
Scholarly and Creative Activity, Objective 1					
(4) Dollar Value of External Funds Generated Through Partnerships to Support Agricultural Research Centers	\$624K	\$566K	\$582K	\$457K	\$1M
Scholarly and Creative Activity, Objective 1					

Part II – Performance Measures

Agricultural Research & Extension

Performance Measurement Report

Performance Measure Alignment with AERS Strategic Plan

- (1) Scholarly and Creative Activity, Objective 1
- (2) Scholarly and Creative Activity, Objective 1
- (3) Scholarly and Creative Activity, Objective 2
- (4) Outreach and Engagement, Objective 4. This performance measure aligns with this part of the AERS Strategic plan, as these networking opportunities have allowed us to be a better partner with our stakeholders and develop programs that meet their needs, which in some cases they fund.

For More Information Contact

Mark McGuire and Barbara Petty Agricultural Research and Extension University of Idaho 875 Perimeter Dr., MS 2335 Moscow, ID 83844-2335 Phone: 208.885.6214 or 208.885-6681 E-mail: <u>mmcquire@uidaho.edu; bpetty@uidaho.edu</u>

Health Programs – Boise Family Medicine Residency Performance Measurement Report

Part I – Agency Profile

Agency Overview

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

Core Functions/Idaho Code

There are two core functions of FMRI:

- 1. Training family physicians to provide care to rural, urban and suburban populations throughout Idaho. FMRI, including its Caldwell and Magic Valley Rural Training Tracks, has up to 48 residents in training at any one time and now graduates 16 new family physicians each June. Idaho ranks 47th out of 50 for active primary care physicians per capita in the USA and ninety-five percent of all Idaho counties are Health Professional Shortage Areas for primary care. FMRI has an excellent track record of recruiting family physicians that settle and stay in isolated rural Idaho. Currently, FMRI's residency programs are exceeding their recruitment target of 50% of their graduates staying within Idaho. Of the 309 practicing FMRI graduates, 164 (53%) family medicine physicians have been recruited and settled in Idaho since the beginning of our program. This retention rate ranks us 7th best in the United States. Of those residents choosing to remain in Idaho, 54% have chosen to practice in rural, underserved or health professional shortage areas for primary care.
- 2. <u>Provision of services to underserved populations in Boise</u>. Over the last four decades, FMRI has become the leading medical provider to the underserved population of Ada County. The FMRI is the largest provider of care to the Medicaid population in the State of Idaho. FMRI provides over eight million dollars in medical services to Medicaid, Medicare and the indigent and absorbs approximately two million dollars of uncompensated care annually. FMRI residents who settle in Idaho communities have an excellent track record of continuing outreach services to Medicare, Medicaid and indigent patients and supporting free clinics in their communities.

Pursuant to Idaho Code **§33-3720** authorizes the State Board of Education to enter into contractual agreements to provide access for Idaho residents to qualified professional studies programs.

Revenue	FY 2012	FY 2013	FY 2014	FY 2015
General Fund	<u>\$ 1,080,900</u>	<u>\$ 1,080,900</u>	\$ 1,118,700	<u>\$ 1,118,700</u>
Total	\$ 1,080,900	\$ 1,080,900	\$ 1,118,700	\$ 1,118,700
Expenditure	FY 2012	FY 2013	FY 2014	FY 2015
Personnel Costs	\$ 972,810	\$ 972,810	\$ 1,006,830	\$ 1,006,830
Operating Expenditures	108,090	108,090	111,870	111,870
Capital Outlay	0	0	0	0
Trustee/Benefit Payments	0	0	0	0
Total	\$ 1,080,900	\$ 1,080,900	\$ 1,118,700	\$ 1,118,700

Revenue and Expenditures

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2012	FY 2013	FY 2014	FY 2015
Number of Residents in Training	42	42	46	47

State of Idaho

Health Programs – Boise Family Medicine Residency Performance Measurement Report

Average Total State Funded Dollar Cost per Resident as a Percent of Total Residency Training Costs	\$25,736	\$25,736	\$24,320	\$23,802
Number of Health Profession Students (non-physician) Receiving Clinical Training at FMRI Facilities	41	46	62	65

Performance Highlights:

- Federally Qualified Health Center Look-Alike Conversion FMRI's six of seven clinic locations are now federally qualified health centers (full FQHC status) and receive grant funding under section 330 of the Public Health Service. This certification enhances FMRI's ability to continue to act as a safety net provider for uninsured and underinsured individual through enhanced Medicare and Medicaid payments and will receive \$705K annually to help defer costs of providing care for uninsured patients of Ada County.
- 2. <u>Teaching Health Center (THC)</u> FMRI was one of the first of 11 in the nation to receive designation as a Teaching Health Center by the federal government in 2011. This innovative program of training community-based, primary-care physicians in community health centers to meet the health care needs of local communities is in peril. In June of 2015, the Bureau of Health Workforce, Health Resources and Services Administration extended the program's funding through the end of FY 2017 at a reduced award of \$95K per resident FTE. This means that our program will run out of financing for the expanded number of residents we have in good faith taken into our program starting with the class we will recruit in July 2015. Unless funding is extended beyond the 2017 funding limit, our program and these residents will be caught in a funding nightmare that will affect their training and our program's ongoing care of our community and our citizens.
- Primary Care Residency Expansion (PCRE) Program Grants FMRI was awarded two primary care expansion grants that enabled an increase the class size in the Caldwell Rural Training Track by one resident per year from a 2-2-2 program to a 3-3-3 program. In the Magic Valley Rural Training Track, it has increased the class size by one resident per year from 1-1-1 to a 2-2-2 program. This federal funding will cease in 2016.
- 4. <u>National Committee for Quality Assurance (NCQA) Recognized Patient Centered Medical Homes (PCMH) –</u> FMRI's four clinics are NCQA Recognized as PCMH's. The PCMH is a health care setting that facilitates partnerships between individual patients, and their personal physicians, and when appropriate, the patient's family. Care is integrated and coordinated by registries, information technology, health information exchange and other means to assure that patients get the indicated care when and where they need and want it in a culturally and linguistically appropriate manner. This is the delivery model of the future and we are proud to be training our residents in this primary care delivery model.

Performance Measure	FY 2012	FY 2013	FY 2014	FY 2015	Benchmark
Percentage of Physician Residents Graduating Goal 1 Objective 1	100%	94%	94%	94%	95%
Percentage of Graduates Successfully Completing Board Examination <i>Goal 3 Objective 2</i>	100%	100%	100%	100%	100%
Percentage of Resident Training Graduates Practicing in Idaho <i>Goal 1 Objective 3</i>	54%	54%	54%	53%	50%
Number of Residents Matched Annually Goal 1 Objective 1	100%	100%	100%	100%	100%
Percentage of Qualified Idaho Residents Offered an Interview for Residency Training <i>Goal 1 Objective 1</i>	100%	100%	100%	100%	100%
Retention of Full Continued Accreditation Status with a Five-Year Revisit Cycle* <i>Goal 3 Objective 2</i>	Full/5 Years	Full/5 Years	Full/5 Years	Full/5 Years	Full/4 Years

Part II – Performance Measures

State of Idaho

Health Programs – Boise Family Medicine Residency Performance Measurement Report

- 1. <u>Recruitment</u> One hundred percent successful recruitment of top notch medical students every year since programs inception.
- <u>ABFM Board Certification</u> One hundred percent of all graduates have become ABFM Board Certified Family Physicians.

*Accreditation cycles have recently changed. The FMRI receives an approximate timeline for the next self-study visits. All three of our programs have continued accreditation with the next self-study visits listed here: Boise Core Program – October 2018, Caldwell Rural Training Track – October 2023, Magic Valley Rural Training Track – November 2022

For More Information Contact

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Special Programs – Forest Utilization Research

Performance Measurement Report

Part I – Agency Profile

Agency Overview

Research mission – investigation into forestry and rangeland resource management problems, forest nursery production, and related areas. Part of the College of Natural Resources, Forest Utilization Research also includes the Rangeland Center with a legislative mandate for interdisciplinary research, education and outreach as suggested by a partner advisory council to fulfill the University's land grant mission (Idaho Code § 38-715), and the Policy Analysis Group with a legislative mandate to provide objective data and analysis pertinent to natural resource and land-use issues as suggested by an advisory committee of Idaho's natural resource leaders (Idaho Code § 38-714).

Core Functions/Idaho Code

The duty of the Experiment Station of the University of Idaho's College of Natural Resources is to institute and conduct investigations and research into the forestry, wildlife and range problems of the lands within the state. Such problems specifically include forest and timber growing, timber products marketing, seed and nursery stock production, game and other wildlife, and forage and rangeland resources. Information resulting from cooperative investigation and research, including continuing inquiry into public policy issues pertinent to resource and land use questions of general interest to the people of Idaho, is to be published and distributed to affected industries and interests. (Idaho Code § 38-701, 38-703, 38-706, 38-707, 38-708, 38-709, 38-710, 38-711, 38-714, 38-715)

Revenue and Expenditures

Revenue		FY 2012	FY 2013	FY 2014	FY 2015
General Fund		<u>\$490,000</u>	<u>\$504,100</u>	<u>\$667,400</u>	<u>\$887,100</u>
	Total	\$490,000	\$504,100	\$667,400	\$887,100
Expenditure		FY 2012	FY 2013	FY 2014	FY 2015
Personnel Costs		\$442,430	\$454,800	\$569,200	\$693,500
Operating Expenditures		47,570	48,750	93,300	\$109,300
Capital Outlay		0	550	4,900	\$84,300
Trustee/Benefit Payments		0	0	0	0
	Total	\$490,000	\$504,100	\$667,400	\$887,100

Profile of Cases Managed and/or Key Services Provided:

Cases Managed and/or Key Services Provided	FY 2012	FY 2013	FY 2014	FY 2015
Number of Private Landowners Assisted:				
Pitkin Forest Nursery	1400	1400	1550	1550
Number of Seedling Industry Research Projects:				
Pitkin Forest Nursery	3	2	3	4
Number of:				
Research Projects:				
Experimental Forest	13	11	12	11
Forest Operations	-	-	-	2
Policy Analysis Group	8	7	9	6
Pitkin Forest Nursery	10	10	10	12
Rangeland Center	4	10	15	19
 Teaching Projects: 				
Experimental Forest	24	24	25	24
Forest Operations	-	-	-	2
Policy Analysis Group	24	8	13	8

State of Idaho

Special Programs – Forest Utilization Research	
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Performance Measurement Report

Pitkin Forest Nursery	5	8	5	6
Rangeland Center	9	9	9	10
Service Projects:				
Experimental Forest	9	9	10	11
Forest Operations	-	-	-	1
Policy Analysis Group	15	16	14	7
Pitkin Forest Nursery	12	15	12	15
Rangeland Center	4	11	13	8

Performance Highlights:

Experimental Forest:

Highlights:

Research – 12 research projects were established, including research to evaluate the effects of stand thinning on sap flow and water balance in managed forests, effects of drought stress on seedlings during reforestation, and a study to characterize bird habitat use under different silvicultural systems used in forestry. We implemented the first year experimental burns for a large study evaluating fire behavior in masticated fuel beds and have prepared to implement the second year's treatments in Fall 2015.

Education – Classroom involvement included 10 faculty, 12 different class courses, 25 field trips, approximately 20 follow up lab sessions, and involved more than 300 students in hands-on experience.

Internships – Over the course of the year, 18 student interns gained hands-on field experience in timber management, forest inventory, and silviculture, including developing critical thinking and problem-solving skills in the field. Student interns worked full time during the summer and part-time during the academic year, and were exposed to a wide array of land management experiences with multiple resources and the challenges associated with addressing regulatory policies with scientific information. This was particularly evident for students who worked to develop demonstration sites for the new Idaho Class I stream shade rule that governs harvesting regulations to protect surface water quality.

Outreach – 9 outreach and engagement activities include school teachers, logging contractors, professional foresters, non-industrial private forest land owners, and interested Idaho citizens. Hosted activities included two field tours with the Idaho Forest Products Commission, several University of Idaho Extension programs, Logger Education to Advance Professionalism workshops, Idaho Master Water Stewards workshops at the Matthew M. McGovern Tree Farm, Project Learning Tree Walk in the Woods event at the Flat Creek Unit, and Idaho Lands Resource Coordinating Council Field Tour.

The centerpiece of the University of Idaho Experimental Forest (UIEF) is the 8,247 acres of forest land on Moscow Mountain adjacent to both industrial and non-industrial private forest lands surrounded by dry land farming in Latah County. Most of these lands were a gift from Potlatch Corp. in the 1930s. Today all but 380 acres are managed as working forests—balancing education, research, and demonstration with production of timber, clean water, fire hazard mitigation, smoke particulate management, and wildlife and fisheries habitat. The UIEF also manages 398 acres on two parcels in Kootenai County, and has a life estate of 1,649 acres in Valley County that will come under UIEF management in the future. As noted in the highlights above and details below, these lands provide many research, education and outreach opportunities.

Research conducted on the UIEF in FY2015 included studies by College of Natural Resources faculty, collaborators in the College of Agriculture and Life Sciences, and the USDA Forest Service Rocky Mountain Research Station. Dr. Robert Keefe, Assistant Professor of Forest Operations and Forest Manager, supervises research and management activities on the UIEF under the direction of the Dean. In FY2015, a number of experiments focused specifically on forest utilization, harvesting productivity, efficiency, cost analysis, and logging safety were conducted, in keeping with the core mission of FUR. Dr. Randy Brooks and Dr. Robert Keefe are evaluating production and costs associated with wood pellet production by small landowners with utility scale wood pellet mills, and are also studying cost effective methods for utilizing beetle-killed timber in bioenergy development. Dr. Tara Hudiburg installed new experimental instrumentation to characterize sap flow and water used in thinned stands. Dr. Daniel Johnson installed multiple studies to evaluate the effects of drought stress on the tree physiology of seedlings and pole-sized timber. Treatments were installed and measurements continued on several large, ongoing stand-level State of Idaho

Special Programs – Forest Utilization Research

Performance Measurement Report

research projects on the UIEF. Three ponderosa pine stands received experimental burn treatments following mastication, in order to understand fire behavior in masticated fuel beds. The first season of measurements was conducted on a long-term bioenergy study evaluating commercial harvesting impacts on stand productivity and on a corresponding experiment evaluating biomass utilization in young, thinned stands.

Education involving hands-on experience to supplement classroom and laboratory exercises is a significant and valuable supplement to a college education in forest utilization. In FY2014 nine faculty members – College of Natural Resources (7), College of Agriculture and Life Sciences (1), and Washington State University (1) – used the UIEF for at least one field trip session during twelve different courses, ranging from an introductory freshman orientation to senior and graduate level courses demonstrating current research knowledge, land management practices, and using forest operations equipment. In total more than 300 university students visited the UIEF on 24 field trips, with an additional 20 follow-up laboratory sessions in which data collected during field trips were analyzed.

Internship opportunities for students have been offered by the UIEF since 1972. In FY2014 the UIEF employed 13 students and successfully completed the 42nd consecutive year of the Student Logging Crew Program. Staff provide hands-on education as the students help plan and accomplish the management objectives in the UIEF Forest Management Plan, helping the College fulfill the duties of the Experiment Station as described in Idaho Code § 38-703 *et seq.* Student employee interns are required to think critically and solve problems on a daily basis, thus are acquiring job skills critical for career development. Work assignments include technology transfer as students learn to employ state-of-the-art equipment and techniques, as well as incorporating their interdisciplinary academic learning in an operational and research forest setting. Upon graduation these student employee interns generally have very high success rates finding employment.

Important outreach and engagement highlights for FY2015 included development of a new demonstration area showing private landowners, contractors, and foresters how to implement the new State of Idaho Class I Stream Shade Rule, enacted in June 2014. This new demonstration site was used for multiple field visits and workshops conducted in collaboration with Idaho Dept. of Lands and Idaho Dept. of Environmental Quality. The Experimental Forest also hosted Project Learning.

Forest Operations Research Lab:

Highlights:

Research – 2 research projects were initiated using funds directly tied to FUR, and one of these led to preparation of a large, new federal research grant proposal that was submitted in FY2015.

Teaching – 5 university courses taught by 1 faculty member and 1 instructor are directly related to Forest Operations and support the work of the Forest Operations Research Lab.

Service – 1 service and outreach project was conducted by the Forest Operations Lab in FY2015. This project included presentation of preliminary results of FUR-funded research to evaluate use of GPS in logging safety. The work was presented at 5 Logger Education to Advance Professionalism (LEAP) Update professional logger training courses around Idaho.

Timber harvesting is the core process that generates revenue and drives our forest industry in Idaho. The Forest Operations Research Lab is the center for new research to study the efficiency, production, cost-effectiveness and safety of new harvesting systems, as well as their potential impacts on other natural resources. The Lab works closely with state agencies such as the Idaho Dept. of Lands and professional organizations like the Associated Logging Contractors to identify priority areas for new research, teaching and service activities.

In FY2015, the Forest Operations Lab used a relatively small amount of FUR funding approved for FY2015 to conduct pilot research in a novel area, using GPS systems to improve logging safety. Preliminary results were presented to the Advisory Board of the Associated Logging Contractors and the ALC helped support a new federal research proposal that was submitted based on the preliminary results of our FUR-funded study. Preliminary results were also presented at LEAP update meetings around the state, and discussed with dozens of individual logging contractors and operations foresters representing private industry, small landowners, and state agencies.

The Centers for Disease Control and Prevention recently awarded \$825,000 for further research on logging safety in the Experimental Forest based on these preliminary results and proposal.

State of Idaho

Special Programs – Forest Utilization Research

Performance Measurement Report

We worked closely with Extension Forestry to develop new Idaho forestry Best Management Practices to protect water quality. We also developed a statewide study to evaluate the success of Idaho's new Class I stream shade law.

Policy Analysis Group:

Highlights:

FY 2015 was a year of transition for the Policy Analysis Group as its original and long-time director retired in October 2014. The only remaining Policy Analysis Group staff member continued to research policy issues recommended by the group's Advisory Committee, prepare reports and presentations, and respond to constituent requests. A new director was hired and began his duties in August 2015.

The work of the Policy Analysis Group during FY 2015 continued to highlight the economic contributions of natural resource industries to the state of Idaho and the challenges and opportunities posed by almost two-thirds of the state's land area being under federal management. Two publications featured the role of the forest products manufacturing industry in the Idaho economy. The information was used in the industry's presentation to the Idaho Legislature's Joint Economic Outlook and Revenue Assessment Committee. In addition, the director was asked by the Idaho Legislature's Federal Lands Interim Committee in FY 2014 to prepare an economic analysis of a hypothetical transfer of federal lands to the state. That analysis was completed in November 2014. In August 2014, the director was asked to testify before the Idaho Legislature's Endowment Assets Issues Interim Committee about the state's endowment lands and other assets.

At the request of the Idaho Department of Lands Director and with the consent of the group's Advisory Committee, Policy Analysis Group staff completed a report about authorities in the 2014 federal farm bill that affect national forest management in Idaho. One authority allows for identification of areas in Idaho's national forests where projects addressing insect and disease problems can receive expedited environmental review. Two other authorities allow for state-managed restoration activities on federal lands.

Policy Analysis Group staff completed 10 publications during FY 2015, including those mentioned above. Other publications focused on a variety of natural resource policy issues, including fuel treatment effectiveness on wildfires in forests, forest carbon accounting, and timber production from national forests.

The Policy Analysis Group continued to serve its outreach mission by responding to all requests for presentations. In addition to the presentation before the Idaho Legislature's Endowment Assets Issues Interim Committee mentioned above, Policy Analysis Group staff gave 6 other presentations in FY 2015.

The Policy Analysis Group continues to meet its legislative mandate to provide objective data and analysis on natural resource and land-use issues of concern to Idaho citizens. These issues are suggested and prioritized by the group's Advisory Committee comprised of natural resource leaders in the state, as per its enabling legislation. The Policy Analysis Group website provides easy access to reports and presentation materials (www.uidaho.edu/cnr/pag).

In addition to research and outreach duties described in its enabling legislation, the Policy Analysis Group director advised five Master of Natural Resources students, and served on one graduate student committee.

Pitkin Forest Nursery:

Highlights:

Research – With a recently increasing rate of failure to establish Douglas-fir, western red cedar, and western larch plantations, staff is working in conjunction with private stakeholders to continue improving the quality of plant material available for reforestation and restoration throughout Idaho. Studies are designed and maintained with the objectives of improving tree seedling cost effectiveness throughout the establishment period. Current research aimed at conserving water during nursery production, improving energy efficiency through use of LED lighting, and understanding the relationship between seedling survival

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Special Programs – Forest Utilization Research

Performance Measurement Report

and cold hardiness should provide Idaho's nursery and reforestation industry with advantages over the next few growing seasons.

Education – Eight graduate and undergraduate students were supported through research at the Pitkin Forest Nursery on a variety of issues including stock type selection problems to help balance forest productivity with reforestation costs, broadening our understanding of the influence of cold temperatures on Great Basin native plants in a restoration context, western red cedar seedlings in reforestation programs, and the effects of competing vegetation on regenerating forests. These projects build on Idaho's reputation as a leader in reforestation practices and help improve our restoration of degraded forests and rangelands. A semester-long seedling growing project completed by undergraduate students in the BS Forest Resources Forest Regeneration course provides hands-on learning that translates directly to improve field skills. With the new state-of-the-art Reveley Nursery Facility, over the course of the year students from the University's Architecture program regularly participated in energy efficiency assessment of the new building, building a cross-campus collaborative understanding of the use of wood in design.

Outreach –Several workshops and training sessions were conducted, aimed at improving forest management practices in Idaho, including the Intermountain Container Seedling Growers Association, which also brought participants from the National Intertribal Nursery Council and Western Forestry and Conservation Nursery Association to Boise, ID for a highly acclaimed joint meeting in September. Regularly engaging children, land management professionals and laypersons in nursery programs provides a strong foundation for further instruction and education opportunities.

Teaching – Facilities were provided for research and teaching of several UI courses which require handson nursery experience. This provides experience sought by forest tree seedling nurseries throughout the United States. Graduates with experience in the nursery readily obtain work upon completion of their degrees. The BS Forest Resources course Forest Regeneration was taught regularly in the new Reveley Nursery Facility which provides ample hands-on learning opportunities not previously available.

Programmatic Growth – Following the FY 2013 \$3.3 million dollar gift to support activities in teaching, research, and outreach relevant to nursery production, the nursery program has expanded its research capacity and is undergoing continued on-site improvements. In particular, in response to extensive requests from private stakeholders, a pilot program investigating plant quality assessment has been launched to provide a better understanding of seedling health to field foresters.

The Pitkin Forest Nursery continues to actively engage with Idaho landowners, natural resource industries, and citizens. Graduates of the College of Natural Resources with experience working in the Pitkin Forest Nursery are in high demand and continue to find placement in highly desirable fields upon graduation throughout the western USA. Ongoing research into improved forest management practices includes studying the effects of stock type (the method of production of nursery stock for reforestation and restoration) selection on seedling development. This continues to be a priority area for both industrial and non-industrial stakeholders. This research provides important information and decision support across the state that helps streamline nursery production practices with the site-specific reforestation needs. A second layer of complexity (managing competing vegetation in the field) will further develop the utility of this information for Idaho. Similar research with candidate species for rangeland restoration and improved pollinator habitat is also underway. In FY2015, eight graduate and undergraduate students were working towards degrees through research conducted at the nursery and/or its associated field sites, and many other students use the facilities at the Pitkin Forest Nursery as a component of their graduate research on forest nutrition and soil management, fire modeling, and post-fire regeneration. A new, state-of-the-art building, constructed with Idaho forest products and funded by private sources, now serves as the epicenter for teaching students and community members about reforestation, nurseries, and natural resources in general.

Through actively seeking to be a recognized leader in seedling research and technology transfer, we partnered extensively to have our facility serve as the base of training for American and International Students. Activities for children, land management professionals, and laypersons have helped increase understanding of the importance of forestry and natural resource management in Idaho. In October, we were invited to provide a central talk on forest regeneration at the World Forestry Congress. On the teaching side, several University of Idaho courses used the nursery facilities for hands-on education, where students are exposed to the intricacies associated with seed germination, fertilizing, and irrigation. Forest tree seedling nurseries throughout the United States are seeking State of Idaho

Special Programs – Forest Utilization Research

Performance Measurement Report

graduates with experience such as that gained at the Pitkin Forest Nursery, with a high demand expected to continue as we are best suited to replace a retiring workforce.

Rangeland Center:

Highlights:

Research – the Rangeland Center was specifically involved in 19 research projects related to understanding rangeland ecology and management. Researchers in the Rangeland Center also collaborated in about 70 related research projects that contribute to our understanding of land management, wildland fire, rural communities, agricultural economics, and the use of technologies to study rangelands and forests.

Teaching – 10 university courses taught by 5 faculty members are directly related to rangeland ecology and management and support the work of the Rangeland Center. These include courses on ecology, wildland fire, livestock management, restoration, and habitat assessment.

Service – 8 service and outreach projects were conducted by the Rangeland Center in FY2015. These included outreach programs related to range monitoring, grazing management, targeted grazing, livestock production, and rangeland ecology. We also contributed to internet databases and an open-access scientific journal to make information available to land managers.

Rangelands are vast natural landscapes that cover nearly half of Idaho. Rangelands account for more than 26 million acres in Idaho (48%). These lands are vital to the ecological and economic health of Idaho. Our understanding of rangelands and our ability to manage them will affect our ability to serve current and future generations of Idahoans. The innovative design of the Rangeland Center promotes active partnerships with individuals, organizations and communities who work and live on these vast landscapes. The Rangeland Center is a group of 30 researchers and outreach specialists in the College of Natural Resources and the College of Agricultural and Life Sciences. Our expertise covers several disciplines that affect rangeland management and conservation including grazing, rangeland ecology, entomology, soil science, economics, rural sociology, fish and wildlife resources, invasive plants, forage production, animal science, wildland fire, restoration, and the use of spatial technologies to understand rangelands. Our research and outreach efforts are aimed at creating science and addressing rangeland problems.

In FY2015, members of the Rangeland Center conducted work on a project to examine the value of grazing for managing wildland fuels. We collaborated with the Natural Resources Conservation Service, the Agricultural Research Service, Idaho Rangeland Resource Commission, Owyhee Rangeland Fire Protection Association, and the Owyhee Sage-grouse Local Working Group to assess the potential value of grazing to reduce fuels and wildfire. The Rangeland Center continued work on a long-term research project in collaboration with the Idaho Dept. of Fish and Game, the Bureau of Land Management (BLM), the Idaho Cattle Association and others to examine the effects of spring grazing on sage-grouse habitat and nesting success. We also completed a project assessing the value of grazing leases on lands managed by the Idaho Department of Lands. Four field teams of students worked on monitoring projects for ranchers on BLM allotments and a state-wide project to assess rangelands as part of the National Resource Inventory. Several researchers also initiated a research project to examine the effects of freeroaming horses on riparian conditions in Owyhee and Custer County.

Six members of the Rangeland Center are involved in teaching university courses focusing on rangeland ecology and management. Five of these ten rangeland courses include extensive field trips engaging students in rangeland examinations and interacting with land managers. Four rangeland courses are offered in a format accessible to students and professionals unable to attend courses delivered only on campus. Two of the rangeland classes include significant service-learning projects where students interacted directly with land managers and ranchers to provide information needed to make management decisions. Rangeland Center members also created and participated in continuing education venues including the Rangeland Fall Forum, Intermountain Range-Livestock Symposium, Rangeland Monitoring workshops and several other local workshops and field tours.

Service and outreach projects in the Rangeland Center this year included the second annual Rangeland Fall Forum entitled "Annual Grasslands - Perennial Challenges" presented in Boise. This gathering of more than 150 participants brought together scientists, land managers, and ranchers to discuss challenges and opportunities for restoration and management. We also conducted the Intermountain Range-Livestock symposium, offered in three locations throughout Idaho and culminating in a field tour in Owyhee County. In FY15, we also coordinated and State of Idaho 6

Special Programs – Forest Utilization Research

partnered with several organizations to create the online workshop series called Targeted Grazing for Landscape Enhancement. We worked with high school FFA programs to conduct the Idaho FFA Rangeland Assessment Career Development Event for high school students in Idaho and the Western National Rangeland Assessment event for school students in Idaho, Nevada, Wyoming, and Utah. A summer workshop was also conducted on rangeland assessment for Idaho teachers to improve their knowledge of rangelands. The Rangeland Center worked collaboratively with the Owyhee Initiative Science Center and the University of Idaho Library to provide an online open-access journal (The Journal of Rangeland Applications) with scientific synthesis articles aimed at supporting well-informed land management decisions. The Rangeland Center continues to contribute to the Range Science Information System (www.rangescience.info) providing ready access to scientific research papers for ranchers and land managers.

Part II – Performance Measures

Performance Measure	FY 2012	FY 2013	FY 2014	FY 2015	Benchmark
Number of New Research Projects Per Year:					
Experimental Forest	10	11	11	7	4
Policy Analysis Group	2	4	4	2	2
Pitkin Forest Nursery	5	5 3	5	5	5 2
Rangeland Center	3	3	3	4	2
Goal 2, Objective A, Strategy 1, 2, 3					
Goal 3, Objective A, Strategy 2					
Number of Research Studies					
Completed/Published Per Year:					
Experimental Forest	3	4	4	4	4
Policy Analysis Group	3	2	2	2	2
Pitkin Forest Nursery	5	5 2	5	5 2	5 2
Rangeland Center	1	2	3	2	2
Goal 3, Objective A, Strategy 1					
Number of Publications:					
Experimental Forest	3	4	5	4	3
Policy Analysis Group	15	16	14	10	10
Pitkin Forest Nursery	12	12	10	5	10
Rangeland Center	8	5	17	20	8
Goal 1, Objective B, Strategy 1					
Number of Workshops Conducted:					
Experimental Forest	6	10	11	12	12
Goal 3, Objective A, Strategy 1					
Policy Analysis Group	24	8	13	7	12
Goal 1, Objective B, Strategy 2					
Pitkin Forest Nursery	20	22	20	20	20
Goal 1, Objective A, Strategy 2					
Goal 3, Objective A, Strategy 2					
Rangeland Center	2	5	7	22	2
Goal 1, Objective A, Strategy 2					

Special Programs – Forest Utilization Research

Performance Measurement Report

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State of Idaho

WORKSESSION - PPGA

Health Programs – IDEP Dental Education

Performance Measurement Report

Part I – Agency Profile

Agency Overview

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

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

Core Functions/Idaho Code

The mission of the Idaho Dental Education Program is two-fold: First, to provide residents of Idaho with ready access to a high quality dental education; and second, to help the population of Idaho have ready access to high quality dental professionals. As the majority of students graduating from the program return to Idaho to practice, residents of the state have access to high quality dental treatment. [Statutory Authority: Idaho Code §33-3720]

Revenue	FY 2012	FY 2013	FY 2014	FY 2015
General Fund	\$1,312,000	\$1,336,900	\$1,348,700	\$1,505,600
Unrestricted Current	<u>\$511,200</u>	<u>\$487,800</u>	<u>\$554,400</u>	\$625,000
Total	\$1,823,200	\$1,824,700	\$1,903,100	\$2,130,600
Expenditure	FY 2012	FY 2013	FY 2014	FY 2015
Personnel Costs	\$319,100	\$331,900	\$339,200	\$331,500
Operating Expenditures	\$30,90000	\$12,900	\$13,800	\$14,400
Capital Outlay	\$77,300	\$5,400	\$0	\$5,400
Trustee/Benefit Payments	\$1,095,400	<u>\$1,114,100</u>	<u>\$1,125,300</u>	\$1,160,900
Total	\$1,522,700	\$1,464,300	\$1,478,300	\$1,512,200

Revenue and Expenditures:

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2012	FY 2013	FY 2014	FY 2015
Number of Program Applicants	46	46	30	52
Number of Program Applicants Accepted	8	8	8	8
Number of Graduates (since program's inception)	198	206	214	223

Health Programs – IDEP Dental Education

Performance Measurement Report

Performance Highlights:

The program has been in service since 1981 and has been very successful in accomplishing its mission. Since inception 64% of IDEP graduates have returned to Idaho to practice. The statewide distribution closely follows the state geographic population with 10% of graduates practicing in South Central Idaho, 18% in Northern, 31% in Southeastern, and 41% in Southwestern Idaho. Seventy-five percent (75%) of graduates practice general dentistry while 25% practice as specialists. 65% practice in Idaho's urban areas with 35% practicing in rural areas. There are currently 13 IDEP graduates furthering their education through residency training and may return to Idaho to practice once they have completed their training and there are currently 10 IDEP graduates actively serving in the military as dentists.

The IDEP has been successful in attracting the highest quality students. The average DAT scores and undergraduate GPA's of our students consistently exceed that of the average marks of matriculated students in dental schools nationally. IDEP students consistently graduate in the top 25% of the graduating class at Creighton. All IDEP graduates finished in the top half of their class and 5 finished in the top 10 out of 85 students.

Part II – Performance Measures

Performance Measure	2012	2013	2014	FY 2015	Benchmark
Goal 1 of Strategic Plan - Contract for 4- year dental education for at least 8 Idaho residents	Creighton University School of Dentistry	Creighton University School of Dentistry	Creighton University School of Dentistry	Creighton University School of Dentistry	Current contract in place with Creighton University School of Dentistry or another accredited dental school
Goal 1 of Strategic Plan - Average student scores on Dental National Boards Part I written examination *	86.4%	100%	100% Pass	100% Pass	>70%
Goal 1 of Strategic Plan - Average student scores on Dental National Boards Part II written examination *	85.6%	100%	100% Pass	100% Pass	>70%
Goal 1 of Strategic Plan - 1 st time pass rate on Clinical Board Examination necessary to obtain dental license	86%	100%	100%	100%	90%
Goal 1 of Strategic Plan - Number of students in the program**	8	8	8	8	10
Goal 2 of Strategic Plan - Average Cost per student***	37%	34%	34%	33%	<50% National Average

Health Programs – IDEP Dental Education

Performance Measurement Report

Goal 3 of Strategic Plan - Geographical acceptance of students into the IDEP program	No: No Central Idaho Acceptable Applicants	Yes 60%	Yes 50%	Yes 60%	Students from each of the 4 regions of Idaho (North, Central, Southwest, and Southeast) granted acceptance each year >50%
IDEP Graduates Returning to Idaho to practice ****	3078	0078	5078	00 /8	230 //
Goal 4 of Strategic Plan - Continuing Dental Education (CDE)	Yes	Yes	Yes	Yes	Provide continuing dental education opportunities for regional dental professionals when the need arises.
Goal 4 of Strategic Plan - Remediation of Idaho dentists (if/when necessary)*****	Yes	Yes	Yes	Yes	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.

Health Programs – IDEP Dental Education

Performance Measurement Report

Performance Measure Explanatory Notes:

Beginning in 2013 changes were made to the Dental National Board Examinations (Part I and Part II). Students will no longer be given a numerical score. The will be scored and either "pass" or "fail."

- ** Our goal has been to expand the program to facilitate 10 students per year. We currently have 8 students per year in the program and understand that potential expansion of the program will not be considered under the current economic climate. We are exploring the possibility of expanding the contract to 10 students at the same cost, to the State of Idaho, as 8 students.
- *** The cost per DDSE (DDS Equivalent) is a commonly utilized measure to evaluate the relative cost of a dental education program. This information is tabulated in the ADA Survey of Dental Education, published by the American Dental Association. From this publication (inflation Adjusted) the national average cost per student for state programs is \$142,282 in 2015. The IDEP cost per student for 2014 was \$47,256 (33% of the national average). The program is accomplishing the goal of providing a competitive value in educating Idaho dentists.
- **** Our goal is to have greater than 50% of our program participants return to Idaho to practice Dentistry. This year 9 IDEP students graduated from Creighton: 8 that were scheduled to graduate and one student who had to delay his education while in the program due to health reasons. 4 of the 9 graduates in 2015 are furthering their education through post-graduate residency programs and may return to Idaho at the completion of their residency training. One of the four in residency programs is in our AEGD residency on the Pocatello campus. 3 of the 5 graduates entering private practice have returned to Idaho. One previous IDEP graduate completed his specialty residency and has returned to Idaho to practice.
- ***** We have served to aid the State Board of Dentistry in the remediation of any Idaho dentists when called upon by the Board of Dentistry. We have not been called upon to serve this function during the reporting period.

For More Information Contact

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Special Programs – Idaho Geological Survey

Performance Measurement Report

Part I – Agency Profile

Agency Overview

The Idaho Geological Survey is the lead state agency for the collection, interpretation, and dissemination of geologic and mineral data for Idaho. The agency has served the state since 1919 and prior to 1984 was named the Idaho Bureau of Mines and Geology. The agency is staffed by about ten state-funded FTEs and 15-20 externally funded temporary and part-time employees.

Members of the Idaho Geological Survey staff acquire geologic information through field and laboratory investigations and through cooperative programs with other governmental and private agencies. The Idaho Geological Survey's geologic mapping program is the primary applied research function of the agency. The Survey's Digital Mapping Laboratory is central to compiling, producing, and delivering new digital geologic maps. Other main Idaho Geological Survey programs include geologic hazards, hydrology, mining, abandoned and inactive mines inventory, and earth science education outreach. As Idaho grows, demand is increasing for geologic information related to population growth, minerals, energy, water resources, landslides, and earthquakes.

Core Functions/Idaho Code

Idaho Code Title 47, Chapter 2, defines the authority, administration, advisory board members, functions and duty of the Idaho Geological Survey. The section contents:

- Section 47-201: Creates the Idaho Geological Survey to be administered as special program at the University of Idaho. Specifies the purpose as the lead state agency for the collection, interpretation and dissemination of geologic and mineral information. Establishes a survey advisory board and designates advisory board members and terms.
- Section 47-202: Provides for an annual meeting of the advisory board, and location of the chief office at the University of Idaho. Specifies the director of the Idaho Geological Survey report to the President of the University through the Vice President for Research. Specifies for the appointment of a state geologist.
- Section 47-203: Defines the duty of the Idaho Geological Survey to conduct statewide studies in the field and in the laboratory, and to prepare and publish reports on the geology, hydrology, geologic hazards and mineral resources of Idaho. Provides for establishment of a publication fund. Allows the Survey to seek and accept funded projects from, and to cooperate with, other agencies. Allows satellite offices at Boise State University and Idaho State University.
- Section 47-204: Specifies the preparation, contents, and delivery of a Survey Annual Report.

Revenue	FY 2012	FY 2013	FY 2014	FY 2015
General Fund	<u>\$671,800</u>	<u>\$701,200</u>	706,900	<u>817,240</u>
Total	\$671,800	\$701,200	\$706,900	\$817,240
Expenditure	FY 2012	FY 2013	FY 2014	FY 2015
Personnel Costs	\$625,115	\$618,936	\$573,945	\$694,821
Operating Expenditures	\$22,812	\$19,478	\$87,772	\$48,690
Capital Outlay	\$23,873	\$62,786	\$45,183	\$73,729
Trustee/Benefit Payments	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total	\$671,80 0	\$701,200	\$706,900	\$817,240
	-	-	-	

Revenue and Expenditures

State of Idaho

Special Programs – Idaho Geological Survey

Performance Measurement Report

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2012	FY 2013	FY 2014	FY 2015
Square Miles of Geological Mapping	916	1029	427	267
Number of Educational Programs for Public Audiences	5	15	20	9
Number of Geologic Reports	39	18	18	14
Number of Geologic Presentations	15	9	15	24
Number of Website Viewers (no robot searches)	201,507	255,661	434,076	438,955
Number of Grants and Contracts	22	12	12	7

Performance Highlights:

- The Idaho Geological Survey again ranked near the top of all STATEMAP funding awards from the National Cooperative Geologic Mapping Program. The number of square miles mapped depends on the scale (detail) of the quadrangle. Digital geologic web maps have a wide range of uses and are the most popular survey products.
- Robust sales of the 2012 Geologic Map of Idaho continued in FY 2015. Copies of the map were also distributed to all public middle and high schools in the state.
- Continued exploration following the announcement of new discoveries of oil and gas in SW Idaho have increased the need for IGS online oil and gas files and drill log information.
- The Idaho Geological Survey completed the third year of a substantial grant to contribute to the National Geologic Geothermal Data Program. Thermal-gradient holes drilled as part of this grant helped define a new exploration target for geothermal energy in southeast Idaho.
- Global interest from the mineral industry continues in Idaho's traditional mining products as well as undeveloped rare-earth elements critical to manufacturing computer processors and batteries.
- The second year of an industry-supported geologic study of the Stibnite Mining District was completed.
- A two-year study of aggregate characteristics funded by the Idaho Transportation Department was completed.
- Seismic site class and liquefaction susceptibility maps for part of the Big Wood River Valley area were completed with funding from the Idaho Bureau of Homeland Security.
- Continued IGS website enhancements and database organization streamline user's access to information online.
- Nearly all survey products are now available on the website. Over 400,000 users visited the Idaho Geological Survey website during the year.

Performance Measure	FY 2012	FY 2013	FY 2014	FY 2015	Benchmark
Number of Publications on Geology/Hydrology/Hazards/Mineral Resources	33	30	32	27	35
Cumulative Percent of Idaho's Area Covered by Modern Geologic Mapping	35.2	36.2	36.6	36.9	36.4
Externally Funded Grant and Contract Dollars	\$635,580	\$874,357	\$371,023	\$382,101	\$531,085
Number of Website Products Delivered/Used	101,067	181,337	132,454	157,540	180,000

Part II – Performance Measures

Special Programs – Idaho Geological Survey

Performance Measurement Report

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Special Programs – Idaho Museum of Natural History

Performance Measurement Report

Part I – Agency Profile

Agency Overview:

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

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

Core Functions/Idaho Code:

The Idaho Museum of Natural History has two core functions:

1) To collect, care for, preserve, research, interpret and present — through educational programs and exhibitions — Idaho's cultural and natural heritage.

2) To support and encourage local and municipal natural history museums throughout the state of Idaho.

Pursuant to **§33-3012**, Idaho Code, the State Board of Education establishes the Idaho State Museum of Natural History.

Revenue and Expenditures

Revenue	FY 2012	FY 2013	FY 2014	FY 2015
General Fund	\$435,200	\$452,500	\$476,600	\$503,900
То	tal \$435,200	\$452,500	\$476,000	\$503,900
Expenditure	FY 2012	FY 2013	FY 2014	FY 2015
Personnel Costs	\$420,945	\$438,700	\$441,600	\$440,600
Operating Expenditures	\$12,855	\$13,800	\$14,900	\$13,800
Capital Outlay	\$1,400	\$0	\$20,100	\$49,500
То	tal \$435,200	\$452,500	\$476,600	\$503,900

Special Programs – Idaho Museum of Natural History

Cases Managed and/or Key Services Provided	FY 2012	FY 2013*	FY 2014*	FY 2015
Number of General Public Visitors	7,469	6,030	9,147	6,448
Number of Educational Programs for Public Audiences	45	64	45	47
Number of K12 Students on Class Tours	2,836	581*	770*	1,765
Number of Outreach Visits to Idaho Schools	**	86	11*	69
Number of K12 Students Visited for Outreach Visits to Idaho Schools	3,060	3,523	606*	2,336
Number of K12 and Adult Tours	97	19	35*	65
Number of Community Events	**	**	**	6
Number of General Public Visitors at Community Events	**	**	**	12,323
Digital Outreach Audience (Social Media and Web Resources)	**	**	**	179,058
Exhibitions Mounted	9	16	3	3
Loans from Collections	28	32	16	18
Visiting Scientists	34	16	38	24
Volunteer Hours	2045.75	1926	1737.75	906.5

Profile of Cases Managed and/or Key Services Provided:

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

** No data to record.

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

Performance Highlights:

Our traveling exhibit, "Whorl Tooth Sharks of Idaho," was rented by the Point Defiance Zoo and Aquarium, Tacoma (June 2014-Dec 2014) and Seward's Alaska Sea Life Center (April 2015-September 2015), generating \$35,000 in revenue, which helped support IMNH education and exhibit programs in 2015. This shark exhibit and the natural history of Idaho reached more than 550,000 people this year.

Three major external grants continued this year.

• The Virtual Museum of Idaho project, sponsored by the Murdock Fund, is generating virtual 3D files of important IMNH collections in archeology, paleontology, and biology to be developed in an online accessible format.

Special Programs – Idaho Museum of Natural History

Performance Measurement Report

• Two archeology projects based in Alaska are funded to develop prototypes for putting entire archaeological collections online in 3D images.

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

Accomplishments

- Booked traveling exhibit on the Whorl-tooth sharks for part of 2016, 2017.
- Created and installed the "When Giants Roamed Idaho," and "Evolving Idaho" exhibits (4,000 sq ft).
- Biology Division co-published "Idaho Widlflowers" phone app
- Expanded access to collections.
- Completed cataloging projects.

Awards and Honors

• IMNH research on fossil sharks featured in Nature magazine; featured in "River Monsters" tv show.

Education

- IMNH staff taught courses in Museum Studies.
- IMNH staff mentored 36 student interns and 12 volunteers.

K12 Programs offered throughout the year:

Museum Magic was a single day education event open to all members of the community that focused on STEM education. Museum guests were able to visit different activity stations throughout the museum, and learn about how organisms are adapted to cold environments. Dr. Steve Shropshire of the ISU physics department hosted a cold physics show in the ballroom. 392 community members attended this event.

Science Trek is an overnight program offered to 3rd - 4th grade Idaho students. This program, a partnership with Idaho Public Television, has brought STEM to 3,553 students over the past 27 years. Science Trek is unique because K-12 students get more than a science lesson; they get to interact with real scientists and ISU students studying to be scientists. 143 students attended Science Trek this year.

After School Program: The IMNH visited 8 schools in Pocatello and 3 class groups in American Falls once a month over the school year. Students participated in activities related to pollinators, ecology, and biology. At the end of the year, the after school students planted Milkweed seeds that were raised at ISU and planted around Southeast Idaho and in Boise.

Museums for Monarchs: The IMNH has been working with the After School Program, the Pocatello Community Charter School, Idaho Fish and Game, Idaho State University, and University of Idaho to establish butterfly gardens and map out Milkweed habitat. Students from K-12 schools and volunteers identified Milkweed patches at Market Lake WMA and recorded Monarch breeding activity on those patches. We will continue to expand this project and use Citizen Science as an education tool.

On Site Public Classes: The museum offers on-site programming for Pre-k through 6th Grade students with the intention of getting them excited about STEM fields. These classes are offered throughout the year and make use of the museum's collections and gallery space to give children a truly unique experience. This year, students participated in programs related to entomology, archaeology, paleontology, and biology.

Part II – Performance Measures

Performance Measure	FY 2012	FY 2013	FY 2014*	FY 2015	Benchmark
Number of People Served by the General Public Museum Programs <i>Goal 6, Objective 6.1</i>	13,365	10,134	10,523*	10,549	Increase by 15%
Grants/Contracts, Donations, Revenue Received (includes admission, education, IVL) <i>Goal 4, Objective 4.2</i>	\$619,348	\$939,627	\$756,381	\$694,137	Increase by 10%
Number of Exhibitions Developed Goal 6, Objective 6.2	7	14	2**	3	3
Museum Store Revenue Received Goal 5, Objective 5.5	\$10,179	\$11,297	\$15,304	\$13,615	Increase by 10%
Number of Educational Programs Goal 5, Objective 5.1	184	215	61***	181	Increase by 5%

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

coordinator. Education attendance data from July 2013 - February 2014 are not available.

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

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

Performance Measure Explanatory Notes:

The Idaho Museum of Natural History went through significant changes during 2009 – 2010. These changes included the loss of staff due to retirement, reduction in force driven by deep cuts in funding, restructuring of core museum programs, and finding other employment. Staff numbers were decreased from 13 to 9 (six with full time appointments, three ranging from .15 to .6 appointments). These reductions in an already small staff impacted the number of programs offered in all years since that time.

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

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

For More Information, Contact:

Leif Tapanila, Director Idaho Museum of Natural History

Special Programs – Idaho Museum of Natural History

Performance Measurement Report

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Health Programs – ISU Family Medicine Residency Performance Measurement Report

Part I – Agency Profile

Agency Overview

There are now three family medicine residencies in Idaho - the ISU Family Medicine Residency (ISU FMR) in Pocatello, the Family Medicine Residency of Idaho (FMRI) in Boise and the Kootenai Family Medicine Residency in Coeur d'Alene. All three programs are funded from State allocations, grants, local hospitals, Medicare and patient revenues. Idaho State University is recognized by the Accreditation Council for Graduate Medical Education (ACGME) as the official sponsoring institution of ISU - Family Medicine Residency (ISU FMR). Brandon Mickelsen, DO is the Interim Director of the ISU FMR and William M. Woodhouse. MD is the Department's Director of External Relations for Health Affairs.

Core Functions/ Idaho Code

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

Idaho ranks 49th out of 50 states in physicians per capita. Over 90% of the State is a federally-designated HPSA for primary care, including Bannock County where the Residency resides. Idaho's family medicine residency programs have an excellent track record of recruiting family physicians who then practice in Idaho, ranking seventh in the nation for retention of graduates. Eighty-three percent of the Residency's graduates go on to practice in rural and underserved settings. The ISU FMR has 21 family medicine residents, two pharmacotherapy residents and 3 psychology interns in training, and graduates seven new family physicians each June. Fifty-five of ISU FMR's 109 graduates have stayed in Idaho, including six of the seven 2015 graduates, who now practice in Burley, Rexburg, Sand Point, Idaho Falls and Pocatello (2).

2. Provision of services to underserved populations in Idaho:

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

Pursuant to Idaho Code §33-3720 authorizes the State Board of Education to enter into contractual agreements to provide access for Idaho residents to qualified professional studies programs

Revenue	FY 2012	FY 2013	FY 2014	FY 2015
General Fund	<u>\$857.300</u>	<u>\$873,000</u>	\$905,200	<u>\$923,100</u>
Total	\$857,300	\$873,000	\$905,200	\$923,100
Expenditure	FY 2012	FY 2013	FY 2014	FY 2015
Personnel Costs	\$566,300	\$583,000	\$583,600	\$601,500
Operating Expenditures	\$291,000	\$291,000	\$321,600	\$321,600
Capital Outlay	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Total	\$857,3 <mark>00</mark>	\$873,0 <mark>00</mark>	\$905,2 <mark>00</mark>	\$923,1 <mark>00</mark>

Revenue and Expenditures

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2012	FY 2013	FY 2014	FY 2015
Number of Residents in Training	21	21	21	21
Average Total State Funded Dollar Cost per Resident as a Percent of Total Residency Training Costs	12.7%	12.8%	12.9%	13.1%
Number of Health Profession Students (non-physician) Receiving Clinical Training at FMR Facilities	2NP, 3psych, 12 pharmacy (17)	2NP, 3psych, 10 pharmacy (15)	2NP, 3psych 11 pharmacy (16)	1NP, 3PA, 3psych 9pharmacy (16)
State of Idaho				1

Health Programs – ISU Family Medicine Residency Performance Measurement Report

Percentage of Physician Residents Graduating ¹	100%	100%	100%	100%
Percentage of Graduates Successfully Completing Board Examination ¹	71%	100%	100%	100%

Health Programs – ISU Family Medicine Residency Performance Measurement Report

Dollar Cost per resident

State dollars received by ISU FMR are \$923,100. Approximately 25% of these dollars are used for departmental support, leaving \$692,000 for 21 residents or \$33,000 per resident as our best estimate of dollar cost per resident. Total departmental budget is \$7.0M; \$923,100 is 13.1%. Components specifically attributed to residency costs is 10%.

Part II – Performance Measures

Performance Measure	FY 2012	FY 2013	FY 2014	FY 2015	Benchmark
Percentage of Resident Training Graduates Practicing in Idaho ¹ Goal 1, Objective d.	49%	48%	48%	50%	50%
Number of Residents Matched Annually ¹ Goal 1, Objective b.	7	7	7	7	7
Percentage of Qualified Idaho Residents Offered Interviews for Residency ¹ <i>Goal 1, Objective c.</i>	100%	100%	100%	100%	100%
Number of Pediatric Rotations in 3 rd year <i>Goal 2, Objective a.</i>	0	0	6	7	7
Meeting National PCMH Criteria ² Goal 2, Objective b.	N/A	50% Met	90% Met	100%	100% Met
Increase GME Reimbursement ³ Goal 3, Objective c.	\$2M 18.1 FTE	\$2.4M 18.6 FTE	\$2.4M 18.6 FTE	\$2.5 M 19.1 FTE	\$2.4 M 18.6/21 FTE

Performance Measure Notes:

- 1. All of these measures speak to increased <u>Access</u> by ensuring well qualified medical students are recruited to be trained in Idaho, successfully graduate, pass their Boards so that they can be licensed and settle in Idaho.
- <u>2.</u> <u>Meeting Patient Centered Medical Home Criteria:</u> The Residency's clinic, Health West / ISU Family Medicine, received Level 3 Recognition (score of 89 out of 100 points), the highest of three levels, from the National Committee for Quality Assurance (NCQA). Certification is valid from 4/16/2015 through 4/16/2018.
- 3. The residency maximizes its <u>Medicare Graduate Medical Education</u> Reimbursement (GME) through documenting Resident FTE education through the annual hospital cost report.

For More Information Contact

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Special Programs – Small Business Development Centers Performance Measurement Report

Part I – Agency Profile

Agency Overview

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

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

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

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

Core Functions/Idaho Code

Pursuant to Title **15 U.S.C. § 648** authorizes the State Board of Education to outline requirements in order to provide assistance towards small business development.

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

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

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

The Idaho SBDC also provides low-cost, non-credit training to improve business skills. Workshops, primarily directed at business owners, are typically 2 - 4 hours in length and attended by 10 - 25 participants. Training covers topics such as marketing, accounting, management, finance, social media, etc. A variety of faculty, staff and private sector experts are used to ensure timely, useful material is presented by a subject-matter expert. A standard training format allows the Idaho SBDC to provide consistent, cost-effective training throughout the state. State of Idaho

Special Programs – Small Business Development Centers

Performance Measurement Report

Revenue and Expenditures

Revenue	FY 2012	FY 2013	FY 2014	FY 2015
Revenue	<u>\$236,100</u>	<u>\$247,500</u>	<u>\$248,800</u>	\$260,500
Total	\$236,100	\$247,500	\$248,800	\$260,500
Expenditure	FY 2012	FY 2013	FY 2014	FY 2015
Personnel Costs	\$43,108	\$42,210	\$41,500	\$39,683
Operating Expenditures*	\$192,992	\$205,290	\$207,300	\$220,817
Capital Outlay	0	0	0	
Trustee/Benefit Payments	0	0	0	
Total	\$236,10 <mark>0</mark>	\$247,50 <mark>0</mark>	\$248,80 <mark>0</mark>	\$260,500

*Contracts with other universities for personnel costs for SBDC staff

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2012	FY 2013	FY 2014	FY 2015
Number of Small Businesses Receiving	1,508	1,746	1,666	1,579
Consulting				
Average Hours of Consulting Per Client	11.1	10.8	9.9	11.8
Number of Small Businesses Trained	3,570	2,584	2,510	2,296
Number of Consulting Hours (annual)	16,687	18,809	16,653	18,684

Performance Highlights:

Goal 1: Maximum Client Impact

- Sent 5 people to business model canvas training. Each was charged with teaching others in the network • and using it to deliver services to clients.
- We have put in place processes and metrics to establish long-term relationships with clients to have a • bigger positive impact on their businesses.
- We successfully transferred the Procurement Technical Assistance Center over to the SBDC by working • closely with the Idaho Department of Commerce, preparing a grant proposal, and winning the award. Two staff were transferred so that there was seamless transition for clients.
- Each office is working to categorize tools for clients and we will be putting those on our website for easy • client access.
- All offices have increased partnerships this year.
- Held sessions at our professional development conference to learn about each consultant's competencies • to support cross-network assistance
- Continued to use the tech team to serve clients interested in commercializing a technology •
- Renewed grant to assist companies with obtaining government research and development grants
- Served 121 technology companies and 54 companies with international trade

Goal 2: Increase brand awareness with stakeholders and the target market.

- ٠ The website has been refreshed and we are adding export and technology information.
- We continue to maintain strong partnerships and visibility in each of the regions through attending meetings, • doing presentations, sending electronic newsletters and maintaining contact with economic development professionals.
- We are in the process of creating a marketing plan.
- We have strengthened our partnership with TechHelp doing joint client work, referrals, workshops and projects 2

Special Programs – Small Business Development Centers Performance Measurement Report

Goal 3: Increase Resources

- Student teams and volunteers helped 148 clients and provided over 8,000 hours of assistance
- Successful increased state funding by almost \$300,000 for FY16
- Brought in an additional \$360,000 in grants, and sponsorships

Goal 4: Organizational Excellence

- Met SBA goals for calendar year 2014
- Leadership team has conference calls every month and the whole network gets together for professional development twice per year.
- Documented processes in an Operations Manual

Part II – Performance Measures

Performance Measure	FY 2012	FY 2013	FY 2014	FY 2015	Benchmark
Average Sales Growth of SBDC Clients as a Percent of Sales Growth of All Idaho Small Business Sales Growth ¹	290%	650%	193%	282%	300%
Goal 1					
Capital raised by clients ¹	\$7,471,23	\$3,619,009	\$2,994,900	\$26,074,346 ²	\$25,000,000
Goal 3, Objective 3	8				
Total SBDC Client Employment Growth – new jobs ¹	1,018	1,025	841	893	750
Goal 1 & 3					
ROI (Return on Investment) - Additional Taxes Paid/Total Cost of the Idaho SBDC Program ¹	2.2	3.2	2.12	5.89	3.0
Goal 4					
Sales Increase of SBDC Clients over an Average Idaho Business ¹	\$33,845,2 50	\$46,118,400	\$35,548,600 ²	\$57,325,333 ²	\$25,000,000
Goal 1					
New Business Started ²	53	89	83	100	72
Goal 1					
Customer Satisfaction Rate (1-5) ¹	4.57	4.41	4.72	4.53	3.75
Goal 4					
Hours from volunteers and student teams ²				8,000	3,500
Goal 3, Objective 2					

¹ Economic Impact of Small Business Development Center Counseling Activities in Idaho: 2013-2014, James J. Chrisman, Ph.D.

² Client/consultant reported and verified data from Center IC Management Information System for FY15

Special Programs – Small Business Development Centers

Performance Measurement Report

For More Information Contact

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Special Programs – TechHelp

Performance Measurement Report

Part I – Agency Profile

Agency Overview

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

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

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

TechHelp Advisory Board

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

TechHelp Partners

TechHelp works with state and federal partners, listed below, to meet its mission of assisting Idaho manufacturers. The Center also works with local groups such as chambers of commerce and economic development organizations to stay abreast of community development issues and meet the needs of Idaho companies.

Partnership	Center Role	Required/Desired of Center
U.S. National Institute of Standards & Technology Manufacturing Extension Partnership	MEP Center	Assist manufacturers in Idaho to focus on growth and innovation strategies to be more competitive.
U.S. Economic Development Administration	EDA University Center	Leverage university capabilities to provide best- practice assistance to manufacturers in remote and distressed areas of Idaho.
State of Idaho	Economic Development	Support Accelerate Idaho mission and goals by serving manufacturers in Idaho with on the job training and technical assistance methodologies to drive revenue growth, investment, cost savings and jobs.
Idaho State Universities (Boise State University, University of Idaho, Idaho State University)	Contracted Partners (outreach program for economic development)	Build universities' reputation for capable outreach through professional development activity, training and internships.

State of Idaho

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Special Programs – TechHelp

Performance Measurement Report

Idaho SBDC	Informal Partnership	Cross-referrals and delivery of services
Idaho Department of Commerce	Idaho District Export Council	Collaborate with Idaho District Export Council on Export Excellence, Idaho's ExporTech program. Cross-referrals of small manufacturers needing product and process assistance
Idaho Department of Labor	Workforce Development Training	Provide Idaho workers with on-the-job training in advanced manufacturing skills
Idaho Department of Agriculture	Export Excellence Program, Lean Manufacturing	Cross-referrals and delivery of services for statewide export program and with individual companies in rural regions of Idaho
Idaho Department of Environmental Quality	Informal Partnership, E3 program	E3 (Economy-Energy-Environment) Excellence program, cross-referrals and delivery of services; collaborate on E3 company projects

Core Functions/Idaho Code

TechHelp helps Idaho manufacturers primarily through one-on-one services inside the companies. This contact ranges from major collaborative projects, which usually address a fundamental challenge facing the company, to smaller "value-added" projects, which typically bring a specific improvement to some aspect of company operations. TechHelp also hosts workshops and seminars statewide focusing on topics that impact Idaho manufacturers.

TechHelp's team of experts provides personalized solutions in the following areas of manufacturing.

Growth and Innovation

Design Thinking, Business Model Canvas, Export Excellence New Product Development

- Product Design, Prototyping & Testing
- Design for Manufacturability

• Process Improvements, E3

- Lean Manufacturing
- Lean Enterprise Certificate Program
- Lean Manufacturing for the Food Industry

- Lean Office, Lean Enterprise
- Quality Systems, ISO, Six Sigma
- Food & Dairy Processing
 - Food Safety
 - Food Safety and Hazard Analysis
 - & Critical Control Points (HACCP)
 - Global Food Safety Initiative (GFSI)
 - Food Safety Modernization Act (FSMA)
 - Audit Preparation

Revenue and Expenditures

Revenue	FY 2012	FY 2013	FY 2014	FY 2015
General Fund	<u>\$137,900</u>	<u>\$143,900</u>	<u>\$144,900</u>	<u>\$150,400</u>
Total	\$137,900	\$143,900	\$144,900	\$150,400
Expenditure	FY 2012	FY 2013	FY 2014	FY 2015
Personnel Costs	\$0	\$0	\$0	\$0
Operating Expenditures	\$0	\$0	\$0	\$0
Capital Outlay	\$0	\$0	\$0	\$0
Trustee/Benefit Payments	<u>\$137,900</u>	<u>\$143,900</u>	<u>\$144,900</u>	\$150.400
Total	\$137,900	\$143,900	\$144,900	\$150,400

Special Programs – TechHelp

Performance Measurement Report

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2012	FY 2013	FY 2014	FY 2015
Average State Cost Per Client Served	\$770	\$992	\$900	\$1184
Manufacturers Served	137	179	145	127
Geography of Idaho Served (Mfg Co.) North Idaho Southwest Idaho Southeast Idaho	Not Reported	Not Reported	Not Reported	16% 62% 22%
Size of Companies 1-19 employees 20-49 employees 50-249 employees >249 employees	Not Reported	Not Reported	Not Reported	38% 27% 23% 12%

Performance Highlights:

In 2015 TechHelp and its partners launched a number of new and continued a number of successful programs that focus on increasing the competitiveness of Idaho manufacturers:

- TechHelp conducted 52 training workshops during the year that trained over 1180 attendees in E3 (Economy-Energy-Environment), Growth and Innovation, and Food and Dairy Processing.
- TechHelp staff conducted 127 client projects, 69 of which were product design and prototyping projects completed by TechHelp staff and BSU student interns in the BSU College of Engineering's Rapid Prototyping Laboratory.
- E3 Excellence Pilot In the fall of 2014, three Idaho microbreweries participated in an inaugural operational excellence program in which a cohort of companies learn together, share best practices, and build and implement a plan to improve efficiencies in their operations.
- Lean Six Sigma Green Belt Three programs were launched in FY15, which were attended by Idaho manufacturers, health care providers, and university students.
- Food and Dairy technology and safety training programs Two workshop series were conducted throughout the year targeting processors' needs related to new processing technology and federal food safety regulation changes.
- TechHelp continued to score above the national median for MEP centers by the U.S. Department of Commerce.
- In addition to being a partnership of the three state universities, TechHelp partnered with several other state agencies - Department of Commerce, Department of Labor, Department of Agriculture, Department of Environmental Quality, Idaho District Export Council, and Small Business Development Centers – to provide integrated and effective services to Idaho's manufacturing community.

Special Programs – TechHelp

Performance Measurement Report

Part II – Performance Measures

Performance Measure	FY 2012	FY 2013	FY 2014	FY 2015	Benchmark
Number of Jobs Created or Retained Goal 1, Objective 1	335	160	387	127	Exceed prior year by 5%
New and Retained Client Sales Goal 1, Objective 1	\$53.4M	1.027B	\$87.0M	\$28.1	Exceed prior year by 5%
Client Cost Savings Goal 2, Objective 2	\$10.6M	1.248 M	\$9.0M	\$2.3M	Exceed prior year by 5%
Client Investments in Improvement Goal 2, Objective 1	\$6.6M	5.91 M	\$67.0M	\$3.0M	Exceed prior year by 5%
Net Revenue from Client Projects Goal 3, Objective 1	\$367K	\$395K	\$450K	\$355K	Exceed prior year by 5%
Grant Dollars for Operations & Projects Goal 3, Objective 2	\$658K	\$724K	\$709K	\$671K	Exceed prior year by 5%

For More Information Contact

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State of Idaho

WORKSESSION - PPGA

Health Programs – WI Veterinary Medicine

Performance Measurement Report

Part I – Agency Profile

Agency Overview

The W-I (Washington-Idaho) Veterinary Medicine Program is administered in Idaho by the Head of the Department of Animal and Veterinary Science, College of Agricultural and Life Sciences, University of Idaho. Originally established in 1974, the W-I Program annually provides 44 Idaho residents with access to a veterinary medical education through a cooperative agreement between the University of Idaho and Washington State University (WSU). The Doctor of Veterinary Medicine (DVM) degree is awarded by Washington State University, College of Veterinary Medicine (WSU/CVM) to students from Idaho. Through the Caine Veterinary Teaching Center (CVTC) in Caldwell, the University of Idaho provides experiential learning opportunities for the majority of the veterinary students who have an expressed interest in production agriculture and who elect rotations at the CVTC.

Core Functions/Idaho Code

Idaho Code § 33-3720. Professional Studies Program: Authorizes the State Board of Education to enter into contract agreements to provide access for Idaho residents to qualified professional studies programs, including the Washington-Idaho W-I (formerly WOI) Veterinary Medical Education Program [33-3717B (7)]. The original Tri-State [Washington-Oregon-Idaho (WOI)] Veterinary Education Program was authorized by the Idaho Legislature in 1973. The Caine Veterinary Teaching Center (Caine Center) at Caldwell was opened in 1977 as a part of Idaho's contribution to the WOI Program.

The University of Idaho (through the Idaho State Board of Education) contracts with WSU/CVM for admission of 11 new Idaho resident students per year; a total of 44 Idaho resident students are supported in the 4-year program annually by the Idaho contract. In addition, the program provides support for the Caine Veterinary Teaching Center at Caldwell where students in their 4th year of veterinary school participate in the equivalent of 65, one-month clinical rotations specifically related to food animal production medicine. Faculty members at the Caine Center interact with Idaho veterinarians and livestock producers providing education and recommendations concerning animal production, diagnosis and clinical assessment of disease situations.

- 1. Provide access to veterinary medical education at WSU/CVM for Idaho residents the current W-I contract reserves 11 seats per year for Idaho veterinary medicine students. A total of 44 Idaho students are enrolled in this program each year, 11 in each year of the 4-year curriculum.
- 2. Assist Idaho in meeting its needs for veterinarians provide Idaho-trained, Idaho-resident graduate veterinarians to meet annual employment demands for the State. On average, 65-75% of new Idaho resident graduates of the W-I Program are licensed to practice veterinary medicine in Idaho annually.
- 3. Provide hands-on experiential learning opportunities for senior veterinary students by teaching supplemental core rotations in food animal production medicine and clinical experience, which are offered year-round at the Caine Center in Caldwell.
- 4. Provide access to referral services for Idaho veterinarians in the areas of food animal production, diagnosis, and clinical evaluation of diseases a) accept hospital clinical referrals as student teaching cases; b) provide disease diagnostic testing, and; c) conduct on-farm disease investigations for herd problems as requested by Idaho veterinarians and livestock producers.

Health Programs – WI Veterinary Medicine

Performance Measurement Report

Revenue and Expenditures

Revenue	FY 2012	FY 2013	FY 2014	FY 2015
General Fund	<u>\$1,811,300</u>	\$1,882,300	<u>\$1,955,800</u>	\$2,051,300
Total	\$1,811,300	\$1,882,300	\$1,955,800	\$2,051,300
Expenditure	FY 2012	FY 2013	FY 2014	FY 2015
Personnel Costs	\$500,000	\$517,100	\$ 520,200	\$ 538,900
Operating Expenditures	1,211,300	1,244,300	1,276,500	1,309,300
Capital Outlay	0	20,900	59,100	103,100
Trustee/Benefit Payments	100,000	100,000	<u>100,000</u>	100,000
Total	\$1,811,300	\$1,882,300	\$1,955,800	\$2,051,300

Profile of Cases Managed and/or Key Services Provided:

Cases Managed and/or Key Services Provided	FY 2012	FY 2013	FY 2014	FY 2015
Number of Idaho Resident Students Enrolled Each Year	44	44	44	44
Number of One-Month Student Rotations (or equivalent) offered at the Caine Center Per Year	65	65	65	65
Number of Accepted Clinical Hospital Referral Cases	179	264	276	262
Number of Accepted Veterinary Diagnostic Samples (assays performed)	15,245	9,842	8,368	6,711

Part II – Performance Measures

Performance Measure	FY 2012	FY 2013	FY 2014	FY 2015	Benchmark
1. Senior Veterinary Students Selecting Elective Rotations at the Caine Center. <i>(Goal 1, Objective</i> <i>A)</i> *	71	67	71	54	40
2. Number/Percentage of Idaho Resident New Graduates Licensed to Practice Veterinary Medicine in Idaho. (Goal 1, Objective A)*	6 Students (56%)	9 Students (82%)	6 Students (60%)	3 Students (34%)	7 students (65%)
3. Number of Disease Investigations Conducted by WI Faculty Members. (Goal 3, Objective A)*	210	122	87	125	150
4. Number/Dollar Amount of Grants/Contracts by WI Faculty Members. (Goal 2)*	8 / \$242,476	8 / \$326,332	8 / \$235,163	7 / \$170,800	7 / \$300,000

*Washington-Idaho (WIMU) Strategic Plan 2016-2020

Performance Measure Notes:

The primary mission is teaching Supplemental Core Rotations (electives) at the CVTC. These rotations continue to be popular with senior veterinary students and receive consistently high student evaluations. Diagnostic services and field service activities continue. Veterinary practitioners and producers continue to request services of a veterinary pathologist, which would enhance the program.

Health Programs – WI Veterinary Medicine

Performance Measurement Report

Of the five faculty positions assigned to the W-I Program, four positions have been affected by turnover since July 2010 – one due to retirement (July 2010) and three due to resignation (September 2011, December 2012, and July 2013). Two positions have since been filled – a Program Director/Veterinary Scientist (January 2013), and a Clinical Assistant Professor (January 2014). With only three of the five positions now filled, all faculty members have been handling a much heavier teaching and service/outreach load to try to maintain and efficiently utilize our teaching resources.



WIMU – Washington-Idaho-Montana-Utah Regional Program in Veterinary Medicine (Washington State University, University of Idaho, Montana State University, Utah State University)

In 2012, WSU announced a new educational partnership program with Utah State University (USU) at Logan. With this new partnership, the W-I Program became known as the Washington-Idaho-Utah (WIU) Regional Program in Veterinary Medicine. Designed as a "2+2 program", the Utah students spend their first two years in Logan, and the final two years at WSU in Pullman where, as seniors, they have the opportunity to elect to participate in rotations at the Caine Center. Students accepted to this program earn a DVM degree from WSU College of Veterinary Medicine conferred by the Regents of Washington State University, with joint recognition of Utah State University. The first class of 20 Utah students entered the program at Logan in fall of 2012.

In 2013, Montana State University (MSU) became a fourth partner in what is now known as the Washington-Idaho-Montana-Utah (WIMU) Regional Program in Veterinary Medicine. The first DVM class to include MSU students was admitted in Fall 2014.

The Caine Veterinary Teaching Center has experienced more requests by students for rotations as a result of these changes.

For More Information Contact

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Health Programs – WWAMI Medical Education

Performance Measurement Report

Part I – Agency Profile

Agency Overview

The **Idaho WWAMI Medical Education Program** provides Idaho medical students with the opportunity to complete three of four years of medical school in Idaho, thereby developing their familiarity with the healthcare needs of the State and region, and increasing the likelihood that they will remain in Idaho communities to practice medicine. Thirty Idaho students completed their first year of medical school through the University Of Washington School of Medicine's (UWSOM) regional program at the University of Idaho's (UI) Moscow campus, sharing resources and faculty with the joint program at Washington State University in Pullman, Washington. After completing their second year of training in Seattle, students have the opportunity to complete their 3rd and 4th year clinical training requirements in Idaho. These clinical rotations are coordinated through the Idaho WWAMI Medical Education Program office in Boise.

The first year WWAMI Program at UI is directed by Dr. Jeff Seegmiller, Ed.D. who reports to the Provost and Executive Vice President at UI, and also functions as an Assistant Dean of the UWSOM. The WWAMI Medical Education Program office in Boise is directed by Dr. Mary Barinaga, MD, who reports to the Vice Dean for Regional Affairs at UWSOM, and also serves as an Assistant Dean in Idaho. The WWAMI Program at UI employs sixteen part-time faculty (shared with other academic programs) and five administrative staff. Idaho students admitted to the WWAMI Medical Program are interviewed and selected by the Idaho Admissions Committee, a group of four Idaho physicians appointed by the Idaho State Board of Education, who work in cooperation with the University of Washington School of Medicine Admissions Committee.

The Idaho WWAMI Medical Education Program is committed to helping prepare physicians for medical practice in Idaho, regardless of eventual specialty selection, as well as increasing the number of physicians who choose to practice in rural or underserved areas. There is also a strong commitment to the partnership between excellence in research and teaching in medical education. On average, WWAMI faculty in Idaho brings in \$5 Million each year in biomedical research awards. Cutting-edge research prepares the next generation of doctors to be well-informed and at the forefront of clinical medical practice. The WWAMI faculty at the University of Idaho and our clinical/research faculty in Boise, Pocatello, Jerome, Caldwell, Coeur d'Alene, Idaho Falls, McCall, Sandpoint, Hailey, and other rural training communities are committed to being dynamic teachers and informed biomedical scholars.

In addition, WWAMI program goals include the continued development of humanitarian and service interests of our medical students, and recruitment from groups within Idaho that are traditionally underrepresented in medical school populations. WWAMI has established outreach programs to high schools and community colleges to encourage and prepare talented Idaho students from rural, underprivileged, or minority backgrounds who have an interest in medicine and health careers.

Core Functions/Idaho Code

The core function of the Idaho WWAMI Medical Education Program at the University of Idaho is to provide qualified Idaho residents with access to and education in medical training as part of the Idaho State Board of Education's contract with the University of Washington School of Medicine. Idaho Code **§33-3720** authorizes the State Board of Education to enter into contractual agreements to provide access for Idaho residents to qualified professional studies programs, and specifically, the WWAMI Medical Education Program (33-3717B(7)).

State of Idaho

WORKSESSION - PPGA

Health Programs – WWAMI Medical Education

Performance Measurement Report

Revenue and Expenditures

Revenue	FY 2012	FY 2013	FY 2014	FY 2015
General Fund	\$3,451,600	\$3,465,200	\$3,579,300	\$3,962,000
Unrestricted Current	<u>463,763</u>	<u>518,164</u>	<u>725,148</u>	<u>888,326</u>
Total	\$3,915,363	\$3,983,364	\$4,304,448	\$4,850,326
Expenditure	FY 2012	FY 2013	FY 2014	FY 2015
Personnel Costs	\$667,856	\$752,266	\$760,237	\$994,523
Operating Expenditures	168,612	149,805	352,356	230,646
Capital Outlay	18,150	8,270	7095	20,414
Trustee/Benefit Payments	<u>2,866,599</u>	<u>2,845,515</u>	<u>2,825,234</u>	<u>3,082,348</u>
Total	\$3,721,218	\$3,755,856	\$3,944,922	\$4,327,931

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2012	FY 2013	FY 2014	FY 2015
Number of Idaho Students Applying to UW Medical School (WWAMI) - Average GPA ID WWAMI - Average MCAT Score ID WWAMI	149 3.7 10.2	158 3.7 10.2	157 3.7 10.0	141 3.7 10.0
Number of Idaho Students Admitted to UW Medical School	20	20	25	30
Number/Percentage of Graduates Practicing in Idaho (cumulative)	254/49%	263/50%	281/51%	287/51%

Performance Highlights:

- In 2014-2015, 30 UWSOM students from Idaho completed their first year of medical school in Idaho. In addition, 12 third-year and 17 fourth-year UWSOM students (from Idaho and other WWAMI states) completed the majority of their clinical rotations within Idaho on the "Idaho Track". Overall, a total of 91 different UWSOM third and fourth year medical students completed one or more clinical rotations in Idaho during this academic year. Those 91 medical students took a total of 283 individual clinical rotations in Idaho (190 required courses and 93 elective courses).
- 2. In February of 2015, the Idaho State Legislature appropriated funding to continue the support for 5 more first-year medical seats in the Idaho WWAMI Targeted Rural and Underserved Track program (TRUST). The mission of TRUST is to provide a continuous connection between underserved communities, medical education, and health professionals in our region. This creates a full-circle pipeline that guides qualified students through a special curriculum connecting them with underserved communities in Idaho. In addition, this creates linkages to the UWSOM's network of affiliated residency programs. The goal of this effort is to increase the medical workforce in underserved regions. In addition, the State of Idaho appropriated funding for 5 additional traditional WWAMI students. This expands the Idaho class size to 35 medical students starting in fall 2015.
- 3. Admission interviews for Idaho applicants took place in Boise, January 12-15, 2015 and in Seattle, March 2-5, 2015. Applicants choose their interview site; all interviews were conducted by Idaho physicians who make up the Idaho Admissions Committee during both weeks. For the entering class of 2015, Idaho received 141 total applications. Of these applicants, a total of 70 were interviewed, 49 in Boise and 21 in

Health Programs – WWAMI Medical Education

Performance Measurement Report

Seattle. Idaho WWAMI admission interviews in Boise are a permanent part of the WWAMI admission process for Idaho students and beginning in 2016 both interview weeks will take place in Idaho.

- 4. Idaho WWAMI continues to nurture student interest in rural and underserved medicine through offering rural training experiences like the "Rural Underserved Opportunities Program" (RUOP) during the summer between their first and second years of medical school. During summer 2015, we placed 23 first-year medical students in this one-month rural primary care training experience throughout Idaho. Through the success of this program, the Idaho WWAMI RUOP program was the recipient of the 2012 Outstanding Program Award from the American Academy of Family Physicians, and was honored at the AAFP Foundation awards banquet in Philadelphia, PA.
- 5. This year, 3 Idaho medical students were elected as members of the UWSOM chapter of Alpha Omega Alpha, the national honor society for medicine. By national guidelines, these students must be in the top twenty-five percent of the class to be eligible for election, and must show evidence of personal and professional development as a physician-in-training, integrity, compassion, fairness in dealing with one's colleagues, and capacity for leadership. Our Idaho honorees were Kate Arbon of Caldwell, Codi Fitzgerald of Boise and Sigrid Fostvedt of Ketchum.
- 6. In addition, our WWAMI program goals include the continued development of the humanitarian and service interests of the medical students, and an enhanced ability to recruit from groups within Idaho that are traditionally underrepresented in medical school populations. WWAMI delivers outreach programs to high schools and community colleges to help encourage and prepare talented Idaho students from rural, underprivileged, or minority backgrounds who have an interest in medicine and health careers. Idaho WWAMI will host the eighth Idaho Pre-Med Summit in the spring of 2016 at one of the university campuses in Idaho. University college advisors and pre-health students from across Idaho attend this advising forum.
- 7. WWAMI-affiliated faculty at the UI continues to be highly successful in bringing research funding into Idaho from agencies such as the National Institute of Health (NIH) and the Department of Health and Human Services (DHHS). Additionally, WWAMI has had a long standing relationship with the Idaho INBRE Program, which recently received a \$16.3 million renewal grant from NIH. The 5-year grant allows INBRE to continue building its statewide network to enhance biomedical research at all nine of Idaho's universities and colleges and the Boise VA, through shared faculty funding and student research training support.

Health Programs – WWAMI Medical Education

Performance Measurement Report

Part II – Performance Measures

Performance Measure	FY 2012	FY 2013	FY 2014	FY 2015	Benchmark
Number of Idaho Applicants Per Year; Ratio of State Applicants Per Seat <i>Goal 1, Objective A</i>	149 7.5 : 1	158 7.9 : 1	157 6.3 : 1	141 4.7:1	2.2 : 1 ¹
Idaho WWAMI Pass Rate on the U.S. Medical Licensing Examination <i>Goal 1, Objective C</i>	100%	100%	100%	100%	91% ²
Number of Idaho Rural Summer Medical Student Placements Per Year <i>Goal 3, Objective A</i>	20	21	26	23	10 ³
Cumulative Idaho WWAMI return rate for graduates who practice medicine in Idaho (Idaho WWAMI graduates practicing in state/number of Idaho WWAMI graduates) <i>Goal 3, Objective C</i>	49%	50%	51%	51%	41% ⁴
Overall Idaho return on investment (ROI) for WWAMI graduates (five states) who practice medicine in Idaho (all WWAMI graduates practicing in Idaho/number of Idaho WWAMI graduates) <i>Goal 3, Objective D</i>	72%	73%	73%	73%	>60%
Percentage of Idaho WWAMI graduates choosing primary care specialties for residency training <i>Goal 3, Objective C</i>	53%	51%	50%	51%	50% ⁵

For More Information Contact

Jeff Seegmiller, Ed.D., AT WWAMI Medical Education Program University of Idaho 875 Perimeter Drive, MS 4207 Moscow, ID 83844-4207 Phone: 208-885-6696 E-mail: jeffreys@uidaho.edu Mary Barinaga, M.D. WWAMI Medical Education Program University of Idaho - Boise 332 E. Front Street Boise, ID 83702 Phone: 208-364-4544 E-mail: <u>barinm@uw.edu</u>

1. This is the national ratio of in-state applicants per admitted students (2010)

2. U.S. Pass Rate

- 3. The target is 50% interest in rural training experiences
- 4. This is the national return rate for all medical schools in the U.S.
- 5. This target rate is per WWAMI mission

University of Idaho - FY2014 Research Activity Report

Awards for the Period July 1, 2013 through June 30, 2014

	Federal	State	Industry	Other	Total	% of Grand	% of Sponsor
	. cuciu		inducting			Total	Total
Instruction:							
Sponsored Programs	\$ 3,160,733.13	\$ 103,254.00	\$ 32,000.00	\$ 37,712.32	\$ 3,333,699.45		4.56%
	\$ 3,160,733.13	\$ 103,254.00	\$ 32,000.00	\$ 37,712.32	\$ 3,333,699.45	3.17%	
Research:							
Sponsored Programs	\$ 46,508,378.25	\$ 1,392,313.11	\$ 1,458,482.33	\$ 3,757,526.33	\$ 53,116,700.02		72.70%
Federal Land Grant Appropriations (FFY14)	2,763,631.00				2,763,631.00		
State Research/Endowment Appropriations		16,675,386.35			16,675,386.35		
Subtotal Research:	\$ 49,272,009.25	\$ 18,067,699.46	\$ 1,458,482.33	\$ 3,757,526.33	\$ 72,555,717.37	68.99%	
Public Service:							
Sponsored Programs	\$ 13,851,573.65	\$ 1,537,058.64	\$ 175,000.00	\$ 1,041,332.58	\$ 16,604,964.87		22.74%
Sponsored ARRA Stimulus Funding	6,481.00				6,481.00		
Federal Land Grant Appropriations (FFY14)	2,932,011.00				2,932,011.00		
State Extension Appropriations		9,742,905.42			9,742,905.42		
Subtotal Public Service:	\$ 16,790,065.65	\$ 11,279,964.06	\$ 175,000.00	\$ 1,041,332.58	\$ 29,286,362.29	27.85%	
Construction:							
Sponsored Programs	-	-	-	-	-	0.00%	0.00%
Total Sponsored Programs Funding & ARRA Funding Only	\$ 63,527,166.03	\$ 3,032,625.75	\$ 1,665,482.33	\$ 4,836,571.23	\$ 73,061,845.34		
Percent of Total Sponsored Programs	87%	4%	2%	7%	100%		100%
Grand Total of All Funding Per Category	\$ 69,222,808.03	\$ 29,450,917.52	\$ 1,665,482.33	\$ 4,836,571.23	\$ 105,175,779.11		
Percent of All Funding	66%	28%	2%	5%	100%	100%	

Expenditures for the Period July 1, 2013 through June 30, 2014

	Federal	State	Industry	Other	Institutional	Total	% of Grand	% of Sponsor
							Total	Total
Instruction:								
Sponsored Programs	\$ 2,505,088.79	\$ 3,883.72	\$ 10,199.52	\$ 55,863.34	\$ 358,794.60	\$ 2,933,829.97		3.39%
Other Sources		10,076.82			59,349.61	69,426.43		
	\$ 2,505,088.79	\$ 13,960.54	\$ 10,199.52	\$ 55,863.34	\$ 418,144.21	\$ 3,003,256.40	2.31%	
Research:								
Sponsored Programs	\$ 48,383,082.28	\$ 1,101,255.00	\$ 1,861,834.33	\$ 4,489,154.71	\$ 8,407,194.84	\$ 64,242,521.16		74.21%
Sponsored ARRA Stimulus Funding	236,719.73					236,719.73		0.27%
Federal Land Grant Appropriations	2,018,458.52					2,018,458.52]	
State Research Appropriations		14,710,514.14				14,710,514.14		
State Endowment/Other Appropriations		5,292,664.33				5,292,664.33		
Other Sources			259,662.54	1,634,305.19	7,199,004.96	9,092,972.69		
Subtotal Research:	\$ 50,638,260.53	\$ 21,104,433.47	\$ 2,121,496.87	\$ 6,123,459.90	\$ 15,606,199.80	\$ 95,593,850.57	73.58%	
Public Service:								
Sponsored Programs	\$ 14,070,929.69	\$ 1,497,367.66	\$ 55,602.07	\$ 883,736.57	\$ 2,606,318.17	\$ 19,113,954.16		22.08%
Sponsored ARRA Stimulus Funding	42,096.24					42,096.24		0.05%
Federal Land Grant Appropriations	2,293,334.63					2,293,334.63		
State Extension Appropriations		9,740,612.60				9,740,612.60		
Other Sources					131,911.97	131,911.97		
Subtotal Public Service:	\$ 16,406,360.56	\$ 11,237,980.26	\$ 55,602.07	\$ 883,736.57	\$ 2,738,230.14	\$ 31,321,909.60	24.11%	
Construction:								
Sponsored Programs	\$ -	\$ -	\$-	\$-	\$-	\$-	0.00%	0.00%
Fotal Sponsored Programs Funding & ARRA Funding Only	\$ 65,237,916.73	\$ 2,602,506.38	\$ 1,927,635.92	\$ 5,428,754.62	\$ 11,372,307.61	\$ 86,569,121.26		
Percent of Total Sponsored Programs	75%	3%	2%	6%	13%	100%		100%
Grand Total of All Funding Per Category	\$ 69,549,709.88	\$ 32,356,374.27	\$ 2,187,298.46	\$ 7,063,059.81	\$ 18,762,574.15	\$ 129,919,016.57	100%	
Percent of All Funding	54%	25%	2%	5%	14%	100%		

10/14/2015 ; 2:16 PM WORKSESSION - PPGA T:\Fiscal\CU and CC\Reports\Research Activity Report\FY2014\UI FY14 Research Activity Report Revised 11-24-14 for State Definition

FY14		
Reconciliation	Data not on NSF	
y	Grand Total NSF Report Data 01 03 04 Difference	
Total Posted Expenses	\$ 118,677,266.28 \$ 87,437,101.95 \$ 31,240,164.33 \$	-
FY13 reversal	\$ (4,860,210.81) \$ (3,604,126.65) \$ (1,256,084.16) \$	-
FY14 accrual	\$ 5,052,299.35 \$ 3,676,326.29 \$ 1,375,973.06 \$	-
Total posted + accrued	\$ 118,869,354.82 \$ 87,509,301.59 \$ 31,360,053.23 \$	-
Cost Share	\$ 1,186,185.68 \$ 812,328.36 \$ 373,857.32 \$	-
Waived F&A and Tuition	\$ 9,863,476.07 \$ 7,272,220.62 \$ 2,591,255.45 \$	-
Grand Total	\$ 129,919,016.57 \$ 95,593,850.57 \$ 34,325,166.00 \$	-
FY13 Reconciliation		
	Data not on NSF	
	Grand Total NSF Report Data 01 03 04 Difference	
Total Posted Expenses	\$ 120,041,131.69 \$ 88,913,068.18 \$ 31,128,063.51 \$	-
FY12 reversal	\$ (4,830,654.29) \$ (3,584,978.05) \$ (1,245,676.24) \$	-
FY13 accrual	\$ 4,829,109.75 \$ 3,573,025.59 \$ 1,256,084.16 \$	-
Total posted + accrued	\$ 120,039,587.15 \$ 88,901,115.72 \$ 31,138,471.43 \$	-
Cost Share	\$ 1,087,214.93 \$ 795,800.21 \$ 291,414.72 \$	-
Waived F&A and Tuition	\$ 7,950,620.56 \$ 6,194,077.34 \$ 1,756,543.22 \$	-
Grand Total	\$ 129,077,422.64 \$ 95,890,993.27 \$ 33,186,429.37 \$	-
Difference from FY13 to FY14		
	Data not on NSF	
	Grand Total NSF Report Data 01 03 04 Difference	
Total Posted Expenses Reversal	\$ (1,363,865.41) \$ (1,475,966.23) \$ 112,100.82 \$ \$ (29,556.52) \$ (19,148.60) \$ (10,407.92) \$	0.00

841,593.93 \$

					Dat	•
	Gra	nd Total	NS	F Report Data	01	(
Total Posted Expenses	\$	(1,363,865.41)	\$	(1,475,966.23)	\$	
Reversal	\$	(29,556.52)	\$	(19,148.60)	\$	
Accrual	\$	223,189.60	\$	103,300.70	\$	
Total posted + accrued	\$	(1,170,232.33)	\$	(1,391,814.13)	\$	
Cost Share	\$	98,970.75	\$	16,528.15	\$	
Waived F&A and Tuition	\$	1,912,855.51	\$	1,078,143.28	\$	

\$

Grand Total

(297,142.70) \$ 1,138,736.63 \$ 0.00

221,581.80 \$

82,442.60 \$

834,712.23 \$

(0.00)

0.00

-

-

103,300.70 \$ 119,888.90 \$

Boise State University

Fiscal Year 2014

Award Date	PI Full Name	Primary Sponsor	Funding Source	Amount Awarded	Program Type	Institutional Commitment	Purpose
4/10/2014	Andersen, Timothy	ldaho Department of Labor	State of Idaho Entity	\$1,000,000	Instruction	Boise State University will fund a Computer Science department manager who will be responsible for administering scholarships and other program activity. Approximate cost beginning in FY 16 will be \$81,000 annually.	e Boise State University is partnering with Idaho industry to double the number of Computer Science graduates each year, equipping them to meet critical industry needs by addressing: Capacity-Increasing instructional capacity in the Computer Science Department at Boise State; 2) Retention Improving 3rd and 4th year Computer Science student retention and degree completion through increased scholarship support; and 3) Work Experience-Providing paid internship opportunities with industry partners to provide 3rd and 4th year students with on-site training in the regional software industry.
5/30/2014	Parrett, William	J.A. & Kathryn Albertson Foundation	Non-Profit Organization	\$1,500,000	Other Sponsored Activities	None	This grant shall provide transition funding to the Idaho Leads Project so that they may investigate the development of a public School Resource Center modeled after the Arkansas Public School Resource Center in an effort to work towards sustainability. The Idaho Leads team will reallocate staff time and effort to reflect the participation in the process as necessary. The Idaho Leads team will continue to provide technical assistance and professional development to Idaho administrators, teachers and community members to build the needed leadership and instructional capacity required to ensure the success of all Idaho students.
10/14/2013	Hughes, William	L National Science Foundation	Federal	\$1,499,918	Research- Development	None	The goal of this project is to address the technical and nontechnical barriers to implement scalable nanomanufacturing from DNA crystallization to hard lithographic mask fabrication. The objectives are to: (I) validate directed self-assembly of DNA for high-volume manufacturing as an alternative to block copolymers, (II) integrate atomically precise DNA crystals into photolithography with embedded real-time, in-line optical metrology, for sub-10 nm half-pitch device manufacturing, and (III) create a local to global policy framework for scalable nanomanufacturing that guides public-private collaborations. The project is motivated in part by and in full collaboration with Micron Technology - a worldwide leading manufacturer of memory products based in Boise, Idaho.

Boise State University

Fiscal Year 2014

2). Discretionary F&A Reductions or Waivers

Award Date	PI Full Name	Primary Sponsor	Funding Source	Award Type	Amount Awarded	Amount Waived	
7/29/2013	Johnson, Evelyn	Lee Pesky Learning Center	Non-Profit Organization	Continuation	Other Sponsored Activities	\$ 28,	,486
3/3/2014	Wingett, Denise Gay	University of Nevada Las Vegas	Federal Flow- Through	Initial	Research-Basic	\$ 14,	,500
3/3/2014	Jorcyk, Cheryl	University of Nevada Las Vegas	Federal Flow- Through	Initial	Research-Basic	\$ 14,	,500
10/31/2013	Glenn, Nancy	University of Idaho	Federal Flow- Through	Initial	Research-Basic	\$ 21,	,275
10/28/2013	Cline, Richard Casey	Friends of Minidoka	Federal Flow- Through	Initial	Other Sponsored Activities	\$ 9,	,693
6/26/2014	Carrigan, Teri	Idaho Department of Health & Welfare		Initial	Other Sponsored Activities	\$ 3,	,684
4/21/2014	Gao, Yong	St. Luke's Regional Medical Center	Non-Profit Organization	Initial	Research- Applied	\$ 3,	,015
8/7/2013	Grassley, Jane S	St. Luke's Regional Medical Center	Non-Profit Organization	Initial	Other Sponsored Activities	\$ 4,	,304
3/10/2014	Chittoori, Bhaskar	University of Texas, Arlington	Non-Idaho Local Entity	Initial	Research- Applied	\$ 5,	,128
4/24/2014	Young, Richard	City of Boise	Local Entity	Initial	Other Sponsored Activities	\$ 2,	,500
4/23/2014	Hubbert, Ann	St. Luke's Regional Medical Center	Non-Profit Organization	Continuation	Other Sponsored Activities	\$ 2,	,950
8/1/2013	Davis, Shoni K.	Idaho State University	State of Idaho Entity	Initial	Research- Applied	\$ 1,	,000,
9/12/2013	Heath, Julie A	US Fish & Wildlife Service/US Department of the	Federal	Initial	Research- Applied	s	500
3/5/2014	Hansen, Matthew C	City of Boise	Local Entity	Initial	Other Sponsored Activities	\$	458
3/24/2014	Temkin Martinez, Michal	Idaho Humanities Council	Federal Flow- Through	Initial	Research-Basic	\$	159
12/9/2013	Vos, Jacobus	City of Boise	Local Entity	Initial	Research-Basic	\$	600
				Tota	Waived	\$ 112,	2,752

Fiscal Year 2014 Report as per Idaho State Board of Education, Governing Policies Section: V Financial Affairs, Subsection N. Grants and Contracts.





Sponsored Project Activity Report FY2014

Awards for the Period July 1, 2013 through June 30, 2014

	Federal	State	Industry	Other	Total	% of Grand
Activity Type						Total
Instruction:						
Sponsored Programs	\$ 4,004,886	\$ 2,698,017	\$ 10,000	\$ 917,227	\$ 7,630,130	23.84%
Research:						
Sponsored Programs*	\$ 13,106,458	\$ 964,860	\$ 232,355	\$ 473,997	\$ 14,777,670	
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	
State Research Appropriations	\$ -	\$ 187,300	\$ -	\$ -	\$ 187,300	
Subtotal Research	\$ 13,106,458	\$ 1,152,160	\$ 232,355	\$ 473,997	\$ 14,964,970	46.75%
Other Sponsored Activities:						
Sponsored Programs*	\$ 6,118,210	\$ 990,797	\$ 31,597	\$ 2,233,168	\$ 9,373,772	
Construction	\$ 39,884				\$ 39,884	
Subtotal Other Sponsored Activities	\$ 6,158,094	\$ 990,797	\$ 31,597	\$ 2,233,168	\$ 9,413,656	29.41%
Grand Totals	\$ 23,269,438	\$ 4,840,974	\$ 273,952	\$ 3,624,392	\$ 32,008,756	
Percent of Grand Total	72.70%	15.12%	0.86%	11. 32 %	100%	100%

Expenditures for the Period July 1, 2013 through June 30, 2014

	Federal	State	Industry	Other	Totals	% of Grand
Activity Type						Total
Instruction:						
Sponsored Programs	\$ 2,610,897.66	\$ 1,302,032.86	\$ 2,813.44	\$ 3,248,527.87	\$ 7,164,271.83	21.44%
Research:						
Sponsored Programs	\$ 15,477,253.72	\$ 713,624.75	\$ 107,926.68	\$ 1,041,644.24	\$ 17,340,449.39	
Construction	\$ 40.00	\$ -	\$ -	\$ -	\$ 40.00	
State Research Appropriations	\$ -	\$ 198,100.65	\$ -	\$ -	\$ 198,100.65	
Subtotal Research	\$ 15,477,293.72	\$ 911,725.40	\$ 107,926.68	\$ 1,041,644.24	\$ 17,538,590.04	52.48%
Other Sponsored Activities:						
Sponsored Programs*	\$ 7,056,739.64	\$ 638,005.52	\$ 23,269.64	\$ 773,677.72	\$ 8,491,692.52	
Construction	\$ 222,657.23	\$ -	\$ -	\$ -	\$ 222,657.23	
Subtotal Other Sponsored Activities	\$ 7,279,396.87	\$ 638,005.52	\$ 23,269.64	\$ 773,677.72	\$ 8,714,349.75	26.08%
Grand Totals	\$ 25,367,588.25	\$ 2,851,763.78	\$ 134,009.76	\$ 5,063,849.83	\$ 33,417,211.62	
Percent of Grand Total	75.91%	8.53%	0.40%	15.15%	100%	100%

*Totals do not include construction project activity. Construction project information has been identified separately.



Boise State University Sponsored Project Activity Report FY2014

Awards for the Period July 1, 2013 through June 30, 2014

	Fede	eral	State	Industry	Other	Total	% of Grand
							Total
nstruction:							
Sponsored Programs Total	\$	4,004,886	\$ 2,698,017	\$ 10,000	\$ 917,227	\$ 7,630,130	23.84%
College of Arts & Sciences Total	\$	645,649	\$ 73,070	\$-	\$ 9,700	\$ 728,419	-
	ć		\$ -	\$ 10,000	\$-	\$ 10,000	
College of Business & Economics Total	\$	-	\$-	\$ 10,000	ş -	\$ 10,000	
College of Education Total	\$	1,564,562	\$ 924,947	\$-	\$ 907,527	\$ 3,397,036	
College Engineering Total	\$	1,630,374	\$ 1,000,000	\$-	\$-	\$ 2,630,374	
College of Health Sciences Total	\$	-	\$-	\$-	\$-	\$-	
Social Sciences and Public Affairs Total	\$	164,301	\$-	\$-	\$-	\$ 164,301	
Other Total	\$	-	\$ 700,000	\$-	\$-	\$ 700,000	
ubtotal Instruction	\$	4,004,886	\$ 2,698,017	\$ 10,000	\$ 917,227	\$ 7,630,130	23.84%

	Federal		State	Industry	Other	Total	% of Grand
							Total
Research:							
Sponsored Programs Total*	\$ 13,106,	458	\$ 964,860	\$ 232,355	\$ 473,997	\$ 14,777,670	46.17%
	4						
College of Arts & Sciences Total	\$ 5,381,	427	\$ 402,064	\$ 30,000	\$ 229,129	\$ 6,042,620	
College of Business & Economics Total	\$ 24,	881	\$-	\$-	\$ 26,138	\$ 51,019	
College of Education Total	\$ 547,	136	\$-	\$-	\$ 31,222	\$ 578,358	
College Engineering Total	\$ 4,803,	296	\$ 191,554	\$ 202,355	\$ 116,417	\$ 5,313,622	
College of Health Sciences Total	\$ 246,	722	\$ 284,897	\$-	\$ 28,670	\$ 560,289	
Social Sciences and Public Affairs Total	\$ 360,	511	\$ 86,345	\$ -	\$ 30,674	\$ 477,530	
Other Total	\$ 1,742,	485	\$-	\$-	\$ 11,747	\$ 1,754,232	
Construction	\$	-	\$-	\$-	\$ -	\$ -	
State Research Appropriations	\$	-	\$ 187,300	\$-	\$-	\$ 187,300	
ubtotal Research	\$ 13,106,	458	\$ 1,152,160	\$ 232,355	\$ 473,997	\$ 14,964,970	46.75%

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	Federal	State	Industry	Other	Total	% of Grand
						Total
Other Sponsored Activities:						
Sponsored Programs Total*	\$ 6,118,22	.0 \$ 990,797	\$ 31,597	\$ 2,233,168	\$ 9,373,772	29.29%
College of Arts & Sciences Total	\$ 29,64	10 \$ 183,271	\$ -	\$ 40,500	\$ 253,411	
College of Business & Economics Total	\$ 1,943,44	33 \$ 33,594	\$ -	\$ 2,020	\$ 1,979,097	
College of Education Total	\$ 3,021,8	95 \$ 34,000	\$-	\$ 1,638,799	\$ 4,694,694	
College Engineering Total	\$ 82,5	;4 \$ -	\$ 23,600	\$-	\$ 106,154	
College of Health Sciences Total	\$ 711,4	2 \$ 436,708	\$ 7,997	\$ 122,590	\$ 1,278,707	
Social Sciences and Public Affairs Total	\$ 97,02	26 \$ 10,759	\$ -	\$-	\$ 107,785	
Other Total	\$ 232,20	00 \$ 292,465	\$ -	\$ 429,259	\$ 953,924	
Construction Total	\$ 39,84	14 \$ -	\$ -	\$-	\$ 39,844	0.12%
Subtotal Other Sponsored Activities	\$ 6,158,0	i4 \$ 990,797	\$ 31,597	\$ 2,233,168	\$ 9,413,616	29.41%
Grand Totals	\$ 23,269,39	8 \$ 4,840,974	\$ 273,952	\$ 3,624,392	\$ 32,008,716	
Percent of Grand Total	72.70	% 15.12%	0.86%	11.32%	100%	100%



Expenditures for the Period July 1, 2013 through June 30, 2014

		Federal	State	Industry	Other	Totals	% of Grand
							Total
struction:							
Sponsored Programs Total	\$	2,610,897.66	\$ 1,302,032.86	\$ 2,813.44	\$ 3,248,527.87	\$ 7,164,271.83	21.44%
College of Arts & Sciences Total	Ś	568,071.92	\$ 84,563.42	\$	\$ 10,243.01	\$ 662,878.35	
	\$	508,071.92	, 04,J03.42	· ·	<i>y</i> 10,243.01	5 002,878.35	
College of Business & Economics Total	\$	(475.99)	\$-	\$ 2,813.44	\$-	\$ 2,337.45	
College of Education Total	\$	1,868,456.90	\$ 801,176.65	\$ -	\$ 3,112,626.89	\$ 5,782,260.44	
College Engineering Total	\$	62,867.54	\$ 2,636.03	\$-	\$-	\$ 65,503.57	
College of Health Sciences Total	\$	-	\$ 3,696.80	\$-	\$ 32,004.31	\$ 35,701.11	
Social Sciences and Public Affairs Total	\$	-	\$ 155,754.26	\$-	\$ 93,653.66	\$ 249,407.92	
Other Total	\$	111,977.29	\$ 254,205.70	\$-	\$-	\$ 366,182.99	
ubtotal Instruction	\$	2,610,897.66	\$ 1,302,032.86	\$ 2,813.44	\$ 3,248,527.87	\$ 7,164,271.83	21.44%

		Federal	State	Industry	Other	Totals	% of Grand
							Total
Research:							
Sponsored Programs*	\$	15,477,253.72	\$ 713,624.75	\$ 107,926.68	\$ 1,041,644.24	\$ 17,340,449.39	51.89%
College of Arts & Sciences Total	Ś	7,777,260.70	\$ 278,869.59	\$ 21,947.02	\$ 605,849.35	\$ 8,683,926.66	
	,	7,777,200.70	270,005.55	<i>y</i> 21,547.02	÷ 003,043.33	\$ 0,003,520.00	
College of Business & Economics Total	\$	25,922.91	\$-	\$-	\$ 9,879.63	\$ 35,802.54	
College of Education Total	\$	518,963.22	\$-	\$-	\$ 17,443.99	\$ 536,407.21	
College Engineering Total	Ś	4,973,330.28	\$ 67,824.24	\$ 85,979.66	\$ 365,219.15	\$ 5,492,353.33	
	Ŷ	4,575,556120	<i>v 07,024,24</i>	<i> </i>	<i>y 303,213,113</i>	÷ 5,452,555,655	
College of Health Sciences Total	\$	203,481.65	\$ 256,182.58	\$ -	\$ 39,922.40	\$ 499,586.63	
Social Sciences and Public Affairs Total	\$	475,172.48	\$ 102,772.43	\$ -	\$ 2,696.06	\$ 580,640.97	
Other Total	\$	1,503,122.48	\$ 7,975.91	\$-	\$ 633.66	\$ 1,511,732.05	
Construction	Ś	40.00	\$ -	\$ -	\$ -	\$ 40.00	
	Ŷ	40.00	¥	Ý	Ý	÷ 40.00	
Other	\$	40.00	\$ -	\$ -	\$ -	\$ 40.00	
State Research Appropriations Total	\$	-	\$ 198,100.65	\$ -	\$ -	\$ 198,100.65	
Other	\$	-	\$ -	\$ -	\$ -	\$ 198,100.65	
L							
ubtotal Research	\$	15,477,293.72	\$ 911,725.40	\$ 107,926.68	\$ 1,041,644.24	\$ 17,538,590.04	52.48%

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	Fe	ederal	State	Industry	Other	Totals	% of Grand
							Total
her Sponsored Activities:							
Sponsored Programs Total*	\$	7,056,739.64	\$ 638,005.52	\$ 23,269.64	\$ 773,677.72	\$ 8,491,692.52	25.41%
College of Arts & Sciences Total	\$	142,712.53	\$ 41,934.00	\$-	\$ 17,553.56	\$ 202,200.09	
		4 555 064 20	Á	<u>^</u>	Å	Á	
College of Business & Economics Total	\$	1,555,861.20	\$ 35,627.22	\$-	\$ 11,567.32	\$ 1,603,055.74	
College of Education Total	\$	3,724,997.08	\$-	\$-	\$ 7,562.12	\$ 3,732,559.20	
College Engineering Total	\$	187,901.28	\$-	\$ 16,018.91	\$ -	\$ 203,920.19	
College of Health Sciences Total	\$	521,004.91	\$ 286,338.65	\$ 7,250.73	\$ 142,672.66	\$ 957,266.95	
Social Sciences and Public Affairs Total	\$	233,558.98	\$ 10,734.54	\$-	\$ 8,262.15	\$ 252,555.67	
Other Total	\$	690,703.66	\$ 263,371.11	\$-	\$ 586,059.91	\$ 1,540,134.68	
Construction Total	\$	222,657.23	\$-	\$ -	\$-	\$ 222,657.23	0.67%



0	ther Total	\$ 222,657.23	\$ -	\$ -	\$ -	\$ -	
Subt	otal Other Sponsored Activities	\$ 7,279,396.87	\$ 638,005.52	\$ 23,269.64	\$ 773,677.72	\$ 8,714,349.75	26.08%
	Grand Totals	\$ 25,367,588.25	\$ 2,851,763.78	\$ 134,009.76	\$ 5,063,849.83	\$ 33,417,211.62	
	Percent of Grand Total	75.91%	8.53%	0.40%	15.15%	100%	100%

*Totals do not include construction project activity. Construction project information has been identified separately.

Notes:

- 1. The expenditure totals presented are on a cash basis.
- 2. The expenditure totals do not include research expenses recorded in Appropriated and Local Accounts.
- 3. The expenditure totals do not report cost share or program income expenditures.
- 4. The funding and expenditure totals include F&A recovery costs.
- 5. Environmental Finance Center expenditure totals are included in the Public Policy and Administration totals.
- 6. Energy Policy Institute expenditure totals are included in the Vice President for Research totals.
- 7. CAES Energy Efficiency Research Institute expenditure totals are included in the Vice President for Research totals.
- 8. Idaho RADAR Network Center expenditures are included in the Institute for the Study of Addiction totals.
- 9. Musculoskeletal Research Institute expenditures, funding and award totals are included in the Biology totals.
- 10. Center for Business and Economic Research expenditures are included in the Business Administration totals.

11. Idaho State Board of Education (SBOE) funding for non-research projects are included in the award numbers by the individual department/unit totals, but are not included in the expenditure totals.

Idaho State University Office for Research Economic Development Award Breakdown by Funding Agency Type and Project Type July 1, 2013 through June 30, 2014

	Federal	State	Industry	Other/Foundation	Totals	Percent of Total
Research	5,286,427	2,725,181	2,414,069	558,146	10,983,823	44%
Training and Instruction	2,226,133	3,421,915	1,459,114	684,240	7,791,402	31%
Other/Public Service	874,194	4,384,868	321,910	666,137	6,247,109	25%
Totals Percent of Total	8,386,754 34%	10,531,964 42%	4,195,093 17%	1,908,523 8%	25,022,334 100%	100%

File Name: ISU ORED Annual Awards FY14_final

IDAHO STATE UNIVERSITY SPONSORED PROJECT EXPENDITURE REPORT

FY2014

Expenditures for the Period July 1, 2013 through June 30, 2014

	Federal	State	Industry	Other	Totals	
Training and Instruction	\$5,494,480	\$1,032,060	\$223,607	\$261,629	\$7,011,776	28%
Research	\$11,098,032	\$510,185	\$583,015	\$449,807	\$12,641,039	51%
Other/Public Service	\$4,723,582	\$151,137	\$345,807	\$80,409	\$5,300,935	21%
Totals	\$21,316,093	\$1,693,383	\$1,152,429	\$791,845	\$24,953,750	
Percent of Total	85%	7%	5%	3%	100%	100%

8/22/2014

Higher Education Research Strategic Plan

Performance Measure	FY 2012	FY 2013	FY 2014	FY 2015	Benchmark
Statewide amount of total annual research and development				FY15 Not	
expenditures as reported in the National Science Foundation				available until	
(NSF) Higher Education Research and Development Survey	\$125,146,924	\$121,580,993	\$142,771,851	January 2016	10% annual increase
Statewide amount of U.S. Department of Energy (DOE)					
research and development expenditures as reported in the				FY15 Not	
National Science Foundation (NSF) Higher Education Research				available until	
and Development Survey.	\$10,760,704	\$10,262,639	\$13,545,198	January 2016	10% annual increase
Number of new fully sponsored project proposals submitted					
by an Idaho University that involve a subaward with another					
Idaho institution of higher education (in either direction).	75	106	77	69	50% annual increase
Number of new fully sponsored project awards to an Idaho					
University that involve a subaward with another Idaho					
institution of higher education (in either direction).	53	48	53	42	30% annual increase
Number of new sponsored projects involving the private					
sector.	92	108	183	133	50% annual increase
Number of technology transfer agreements (as defined by					
AUTM [Association of University Technology Managers]).	20	28	34	50	15% annual increase
	20		51		1 for every \$2M of
Number of invention disclosures (including plant varieties)	55	43	47	29	research expenditures
Amount of licensing revenues.	\$478,891	\$404,153	\$1,192,007		10% annual increase
Number of startup companies.	0	3	0	0	10% annual increase
Number of undergraduate students paid from sponsored					
projects.	1,746	1,698	1,383	1.699	20% annual increase
Number of graduate students paid from sponsored projects.	710	699	860	648	20% annual increase
Percentage of baccalaureate students who graduated in STEM					
disciplines and had a research experience.	73%	77%	66%	134.29%	20% annual increase
Number of faculty and staff paid from sponsored projects.	2,113	2,310	2,050	2,375	20% annual increase
	2,113	2,510	2,000	2,373	
K-20 Statewide Stratgic Plan Performance Measures					
Percentage of students participating in undergraduate					
research.					30%
University of Idaho	74.42%	73.95%	66.80%	65.90%	
Boise State University	28.50%	31.10%	29%	29.40%	
Idaho State University				41.00%	
Total amount of research expenditures	\$ 81,614,760	\$ 75,244,872	\$ 73,726,315	\$ 101,830,918	20% increase
Institution expenditures from competitive Federally funded					
grants	\$91,023,902	\$89,099,167	\$81,951,549	\$106,047,448	\$112M annually
Institution expenditures from competitive industry funded					
grants	\$9,337,536	\$9,253,841	\$7,748,543	\$7.389.079	\$7.2M annually
Measure of production of intellectual property:	<i><i><i><i></i></i></i></i>	<i>43,233,</i> 341	<i>,,,,,</i> ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	<i><i>q1</i>,303,013</i>	,
Number of startups	0	3	0	0	10% annual increase
Number of patents	5	32	13	10	10% annual increase
Number of student internships	2,345	2,479	2,109	2,090	30%

	Performance for School Year End 2018					ear Ending in Spring (i.e., Academic Year):			
Goal/Objective	Performance Measure	Benchmark	2011	2012	2013	2014	2015		
Goal 1: Access to STEM oppo	ortunities								
Goal 1, Objective A: Awareness	Number of students majoring in STEM CIP codes (by gender)		F: 5,646 M: 10,513	F: 6,184 M: 11,319	F: 4,545 M: 10,542	F: 3,106 M: 7,541	F: 5,771 M: 11,356		
	Ratio of STEM degrees to non-STEM degrees	1:0.2	5 1:0.24	1:0.23	1:0.24	1:0.25			
Goal 1, Objective B: Delivery	Completion rate of STEM majors (by gender)						Not available		
Goal 1, Objective C: Scaling up	Number of students taking classes identified as STEM classes Number of sections of STEM-related courses		50,756 11,611		47,294 11,465	44,868 11,236	47,281 11,926		
Goal 1, Objective D: Preparedness	Percentage of students meeting science benchmark on ACT	60.09	% 32.0%	32.0%	43.0%	45.0%	48.0%		
	Percentage of students meeting math benchmark on SAT	60.09	% 66.3%	66.4%	35.2%	33.1%	36.1%		
	Percentage of students meeting math benchmark on ACT	60.09	% 47.0%	47.0%	52.0%	53.0%	55.0%		
Goal 1, Objective E: Employment	STEM graduates employed in Idaho 1 year after graduation						Not available		
	STEM graduates employed in Idaho 3 years after graduation						Not available		
	STEM graduates employed in Idaho 5 years after graduation						Not available		
Goal 2: STEM in Curriculum a Goal 2, Objective A: Professional	and Instruction								
Development	Number of courses of STEM professional development offered Enrollment in STEM professional development courses						108 1286		
Goal 2, Objective B: Effective	Number of education graduates teaching STEM courses by		45 / 56			34/36			
Development	institution		80.36%	49/65 75.38%	38/44 86.36%	94.44%			
Goal 2, Objective C: STEM Outreach	Number of STEM outreach activities by institution Boise State University Idaho State University Lewis-Clark State College University of Idaho						211 54 264 Not available		

Goal 2, Objective D: STEM teacher supply Pass rates of K-12 educators on mathematics subtest of supply High School: High Schoo								
instruction Percentage of students meeting science benchmark on ACT 60.0% 32.0% 32.0% 43.0% 45.0% Percentage of students meeting math benchmark on ACT 60.0% 66.3% 66.4% 35.2% 33.1% 19.4% 102.20 / 17.4% 20.8% 19.4% 19.4% 102.20 / 17.4% 20.8% 19.4%				School: 78% High School:	School: 80% High School:	School: 81% High School:	School: 48% High School:	School: 63% High School:
instruction Percentage of students meeting science benchmark on ACT 60.0% 32.0% 32.0% 43.0% 45.0% Percentage of students meeting math benchmark on ACT 60.0% 66.3% 66.4% 35.2% 33.1% 19.4% 102.20 / 17.4% 20.8% 53.0% 102.2% 53.0% 102.2\% 53.0% 102.2% 53.0% 102.2\% 53.0	Goal 2 Objective E: Innovative							
Percentage of students meeting math benchmark on ACT 60.0% 47.0% 52.0% 53.0% Math remediation rates in postsecondary education 23.9% 10220 / 17.4% 20.8% 5802 / 2944 Goal 3, Objective A: Communication Boise State University Idaho		Percentage of students meeting science benchmark on ACT	60.0%	32.0%	32.0%	43.0%	45.0%	
Goal 3, Objective A: Communication Number of STEM outreach activities by institution Boise State University Idaho State University Lewis-Clark State College University of Idaho Number of STEM outreach activities by institution Boise State University Lewis-Clark State College University of Idaho Number of STEM outreach activities by institution Boise State University Lewis-Clark State College University of Idaho Number of STEM outreach activities by institution Boise State University Lewis-Clark State College University Idaho State University Lewis-Clark State College University of Idaho Number of STEM outreach activities by institution Boise State University Idaho State University Idaho State University Idaho State University Idaho State University Idaho State University 		Percentage of students meeting math benchmark on SAT	60.0%	66.3%	66.4%	35.2%	33.1%	
Goal 3: State Awareness Goal 3, Objective A: Communication Number of STEM outreach activities by institution Boise State University Idaho State University Idaho State University Lewis-Clark State College University of Idaho Number of STEM outreach activities by institution Boise State University Lewis-Clark State College University of Idaho Number of STEM outreach activities by institution Boise State University Lewis-Clark State College University of Idaho Number of STEM outreach activities by institution Boise State University Lewis-Clark State College University of Idaho Not avail Goal 4: Develop STEM Talent Base Goal 4, Objective B: Degree Number of secondary schools with a STEM-centric charter Goal 4, Objective B: Degree Number of degrees awarded in STEM CIP codes 2,186 2,379 2,744 2,794		Percentage of students meeting math benchmark on ACT	60.0%	23.9%			19.4%	
Goal 3, Objective A: Communication Number of STEM outreach activities by institution Boise State University Lewis-Clark State College University of Idaho Number of STEM outreach activities by institution Boise State University Lewis-Clark State College University of Idaho Number of STEM outreach activities by institution Boise State University Lewis-Clark State College University Lewis-Clark State College University of Idaho Number of STEM outreach activities by institution Boise State University Lewis-Clark State College University of Idaho Number of STEM outreach activities by institution Boise State University Lewis-Clark State College University of Idaho Not avail Goal 4: Develop STEM Talent S Goal 4, Objective A: Alignment Number of secondary schools with a STEM-centric charter Goal 4, Objective B: Degree Number of degrees awarded in STEM CIP codes 2,186 2,379 2,744 2,794 2		Math remediation rates in postsecondary education		42818	6059 / 34909	6477 / 31214	29944	
Boise State University Idaho State University Lewis-Clark State College University of Idaho Not avail Goal 3, Objective B: STEM showcase Idaho State University Lewis-Clark State College University of Idaho Number of STEM outreach activities by institution Boise State University Lewis-Clark State College University of Idaho Goal 4, Objective A: Alignment Number of secondary schools with a STEM-centric charter Goal 4, Objective B: Degree production Number of degrees awarded in STEM CIP codes 2,186 2,379 2,74 2,794	Goal 3: State Awareness							
Boise State University Idaho State University Lewis-Clark State College University of Idaho Image: Clark State College University of Idaho Goal 4: Develop STEM Taleet Secondary schools with a STEM-centric charter Goal 4, Objective A: Alignment Number of secondary schools with a STEM-centric charter Goal 4, Objective B: Degree production Image: Clark State College University of Idaho	Goal 3, Objective A: Communication	Boise State University Idaho State University Lewis-Clark State College						21 5 26 Not available
Boise State University Idaho State University Lewis-Clark State College University of Idaho Goal 4: Develop STEM Talent Journal of Secondary schools with a STEM-centric charter Goal 4, Objective A: Alignment Number of secondary schools with a STEM-centric charter Formation of the secondary schools with a STEM centric charter Soal 4, Objective B: Degree production Number of degrees awarded in STEM CIP codes 2,186 2,186 2,379 2,186 2,379 2,186 2,379 2,186 2,379 2,186 2,186 2,379 2,186 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>								
Goal 4, Objective A: Alignment Number of secondary schools with a STEM-centric charter 3 5 5 Goal 4, Objective B: Degree production Number of degrees awarded in STEM CIP codes 2,186 2,379 2,744 2,794 2,794	Goal 3, Objective B: STEM showcase	Boise State University Idaho State University Lewis-Clark State College						21 5- 26- Not available
Goal 4, Objective A: Alignment Number of secondary schools with a STEM-centric charter 3 5 5 Goal 4, Objective B: Degree production Number of degrees awarded in STEM CIP codes 2,186 2,379 2,744 2,794 2,794								
Goal 4, Objective B: Degree Number of degrees awarded in STEM CIP codes 2,186 2,379 2,744 2,794	Goal 4: Develop STEM Talent	Base						
production Number of degrees awarded in STEM CIP codes 2,186 2,379 2,744 2,794 2	Goal 4, Objective A: Alignment	Number of secondary schools with a STEM-centric charter			3	5	5	
Ratio of STEM degrees to non-STEM degrees 1:0.25 1:0.24 1:0.22 1:0.24 1:0.25		Number of degrees awarded in STEM CIP codes		2,186	2,379	2,744	2,794	2,52
		Ratio of STEM degrees to non-STEM degrees	1:0.25	1:0.24	1:0.23	1:0.24	1:0.25	

Goal 4, Objective C: Business					
engagement	Number of students participating in STEM internships				523
	Number of students participating in STEM undergraduate				
	research				1386
	Number of secondary schools with a STEM-centric charter	3	5	5	5

Performance for School Year Ending in Spring (i.e., Academic Year):

Goal/Objective	Performance Measure	Notes	Benchmark	2011	2012	2013	2014	2015
Goal 1: American Indian Aca	ademic Excellence							
Goal 1, Objective A: Access.	Percentage increase of American Indian students who applied for the Opportunity Scholarship	I	5% per year				51	(Baseline)
	Number of American Indian students who receive the Opportunity Scholarship		20					1
	Percentage of American Indian students who complete the FAFSA by the priority deadline		100%					
	Number of American Indian students who participated in Advanced Opportunities							
	Dual Credit		125					
	Technical Competency Credit		10%					
	AP Exam (three or higher)		10%					
Goal 1, Objective B: Higher Level of	Number of American Indian students enrolled in postsecondar	у						
Educational Attainment	institutions after Idaho high school graduation Number of American Indian students scoring proficient or		400	247	309	435	214	
	higher on IRI Number of American Indian students scoring proficient or		10%					
	higher on ISAT		10%			_		
	Percentage of American Indian students that articulate to postsecondary education		60%	45%	46%	50%	40%	
	Time to completion for American Indian students		5 Years					process
	Graduating rates for American Indian students Percentage of American Indian students earning a postsecondary degree (after 5 years)		26%				In	process
	Associate		48	39	55	46	53	
	Baccalaureate		75	51	62	46	65	
	Master		16	7	13	0	14	
	Doctorate		5	2	13	0	4	
Goal 1, Objective C: Quality of Instruction	Percentage of highly qualified teachers in targeted schools Inclusion of a culturally relevant pedagogy in the teacher		100%					
	preparation standards		3 Credits					
	Credits required in Idaho tribal history for certification		3 Credits					
	Number of certified American Indian educators in the state							
	Teachers		TBA					
	Administrators		ТВА					
	Counselors		ТВА					
Goal 2: Culturally Relevant	Pedagogy							
	Number of education professional development credits in							
the Professional Practice	culturally responsive teaching		ТВА					
Goal 2, Objective B: Knowledge of								
Federal Policies and Idaho's Indian Tribes	Include Idaho's tribal culture, history, and government in the K 12 content standards Include tribal federal policies and Idaho tribal government in	-	Completed by 2018					
	colleges of education teacher, counselor, and administrator certification programs		3 Credits					

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.
June 2015	The Board approved the Idaho Indian Education Strategic Plan.

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 June Board meeting, the Board approved a strategic plan which consisted of initial goals and objectives to promote academic excellence for American Indian students and increase culturally relevant pedagogy in teacher education programs. The Committee worked with Board research staff in August and September to identify key performance measures and benchmarks for each objective provided. This resulted in additional discussion amongst the committee and recommendations to amend several of the objectives and performance measures based on the data provided.

- Goal 1, Objectives A & B performance measures were revised
- Goal 2, Objective B, 1-8 were removed and two new measures were replaced

IMPACT

Approval of the plan would advance the Board's goals as they pertain to the educational barriers for American Indian students and help guide the committee's work for identifying priority areas that need to be focused upon.

ATTACHMENTS

Attachment 1- Idaho Indian Education Strategic Plan

Page 3

WORKSESSION OCTOBER 21, 2015

STAFF COMMENTS AND RECOMMENDATIONS

The Indian Education Committee is responsible, in part, for making recommendations to the Board and Department of Education for educational policy as it relates to American Indian student access, retention, graduation, and achievement.

The committee retained the two initial goals identified in June to promote academic excellence for American Indian students and increase culturally relevant pedagogy in teacher education programs; however, recommends amendments to objectives and performance measures based on data that is currently being collected. The committee identified several performance measures for which the state does not collect data and will require staff to conduct surveys with school districts to obtain information.

Board staff recommends approval of the strategic plan as submitted.

BOARD ACTION

I move to approve the amendments to 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):

- Increased number of American Indian students who applied and received for the Opportunity Scholarship.
 Benchmark: 5% per year.
- Increased number of American Indian students who participated in Advanced Opportunities. receive the Opportunity Scholarship.
 Benchmark: 20 students.
- 3. Increase the number of American Indian students who complete the FAFSA by the priority deadline. Benchmark: to 100%
- 4. Increased number of American Indian students who participated in Advanced Opportunities.

Dual Credit

WORKSESSION OCTOBER 21, 2015

Benchmark: by 125 students Technical Competency Credit Benchmark: by 10%

AP Exam (three or higher) Benchmark: by 10%

Objective B: Increase the level of educational attainment among Idaho's American Indian students.

Performance Measure(s):

- Increased number of American Indian students enrolled in postsecondary institutions after graduation.
 Benchmark: by 400
- 2. Increased number of American Indian students scoring proficient or higher on IRI. Benchmark: by 10%
- 3. Increased number of American Indian students scoring proficient or higher on SAT. Benchmark: by 10%
- 4. Increased number of American Indian students which indicate that articulatione, time to completion, and graduation rates to postsecondary education.

Articulation Benchmark: 60%

5. Decreased time to completion among American Indian students.

Time to completion Benchmark: 5 years

- 6. Increased graduation rates among American Indian students. Graduation rates Benchmark: by 26%
- 57. Increased number of American Indian students beyond a baccalaureate <u>earning a</u> <u>postsecondary</u> degree.

Associate Benchmark: 48

Baccalaureate Benchmark: 75

WORKSESSION - PPGA

Master's Benchmark: 16

Doctorate Benchmark: 5

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. Benchmark: 100%
- 2. Decreased number of alternate route teachers in targeted schools.
- 3. Increased number of educators knowledgeable in culturally relevant pedagogy.
- 2. Include a culturally relevant pedagogy in the teacher preparation standards. Benchmark: a minimum of three credit hours in Idaho tribal culture and history.
- 3. Require credits for Idaho tribal history for certification. Benchmark: a minimum of three credit hours in Idaho tribal culture and history.
- 4. Increased number of certified American Indian educators in the state.

Teachers Benchmark: Under development. Not currently collected at the state level.

Administrators Benchmark: Under development. Not currently collected at the state level.

<u>Counselors</u> **Benchmark:** Under development. Not currently collected at the state level.

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.

2.1. Increased number of education professional development credits in culturally responsive teaching.

Benchmark: Under development. Not currently collected at the state level.

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.
- 1. Include Idaho's tribal culture, history, and government in the K-12 content standards. Benchmark: by 2018.
- Include tribal federal policies and Idaho tribal government in colleges of education teacher, counselor, and administrator certification programs.
 Benchmark: a minimum of three credit hours.

STATE DEPARTMENT OF EDUCATION OCTOBER 21, 2015

TAB	DESCRIPTION	ACTION
1	SUPERINTENDENT'S UPDATE	Information Item
2	ELEMENTARY SCHOOLS WITH LESS THAN 10 STUDENTS – APPROVAL TO OPERATE	Information Item
3	WAIVE RULE FOR GRADE TEN (10) PROFICIENCY REQUIREMENT – IDAPA 08.02.03.105.06WAIVE	Motion to Approve
4	RULE FOR GRADE NINE (9) ASSESSMENTS - IDAPA 08.02.03.111	Motion to Approve

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SUBJECT

Superintendent of Public Instruction Update to the State Board of Education

BACKGROUND/DISCUSSION

Superintendent of Public Instruction, Sherri Ybarra, will provide an update on the State Department of Education. In addition to the general update the Superintendent will provide an update to the Board on Idaho Standards Achievement Test (ISAT) and Smarter Balanced Assessment Consortium (SBAC)

BOARD ACTION

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

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SUBJECT

Approval to operate an elementary school with less than ten (10) pupils in average daily attendance.

REFERENCE

- November 18-19, 1999 Board approved delegation of approval of elementary schools with less than ten (10) pupils pursuant to Section 33-1003(2)(f) to the state Superintendent with a required annual report to the Board consisting of the districts that have requested approval and whether or not they were approved.
- October 2010 Superintendent reported to the Board that ten (10) districts had requested approval and nine (9) were approved.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-107(4) and 33-1003 (2)(f), Idaho Code

BACKGROUND/DISCUSSION

Section 33-1003 (2)(f), Idaho Code, states that "Any elementary school having less than ten (10) pupils in average daily attendance shall not be allowed to participate in the state or county support program unless the school has been approved for operation by the state board of education." At the November 1999 meeting, the State Board of Education delegated authority to the State Superintendent of Public Instruction to approve elementary schools to operate with less than ten (10) average daily attendance. A report listing the elementary schools that have requested to operate with less than ten (10) average daily attendance and whether approval was granted is to be provided to the State Board of Education at the October meeting. Superintendent Ybarra approved all of the requests to operate an elementary school during the 2015-2016 school year with less than ten (10) pupils in average daily attendance (see attachment).

IMPACT

There is no impact on the distribution of the FY 2016 Public School appropriation.

ATTACHMENTS

Attachment 1 – List of approved districts / schools. Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The Superintendent has approved four (4) schools, two (2) of the schools listed are listed as elementary - junior high schools. Section 33-1003(2)(f) is specific to elementary schools. The Board may want to request additional clarification on how this provision is applied if the school is an elementary school and junior high school and if the student count applies to the whole school or just elementary students.

Section 33-107(4)(d) and (e), Idaho Code allows the Board to delegate to:

- (d) Delegate to its executive secretary, the superintendent of public instruction, if necessary to enhance effectiveness and efficiency, such powers as he requires to perform duties and render decisions prescribed to the state board involving the exercise of judgment and discretion that affect the public schools in Idaho;
- (e) Delegations of powers under this subsection must be adopted as statements of agency action by the state board, as provided in section <u>33-105</u>(2), Idaho Code, and pursuant to a process that provides for notice, opportunity for input and formal adoption by the state board;

Statements of agency action are adopted through the Board's Governing Policies and Procedures approval process, to be in compliance with section 33-107(4), Idaho Code, this delegation will need to be incorporated into Board policy.

BOARD ACTION

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

STATE DEPARTMENT OF EDUCATION OCTOBER 22, 2015

Elementary Schools Approved to Operate with Less Than 10 ADA School Year 2015-2016

School District	School	Estimated Enrollment
Garden Valley School District # 071	Lowman Elementary	3
Challis Joint School District # 181	Patterson Elementary	6
Prairie School District # 191	Prairie Elementary - Junior High	6
Mountain Home School District # 193	Pine Elementary - Junior High	3

STATE DEPARTMENT OF EDUCATION OCTOBER 22, 2015

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SUBJECT

Proposed Waiver of Requirement in IDAPA 08.02.03.105 – Rules Governing Thoroughness, High School Graduation, for the 2015-2016 school year.

REFERENCE

November 2014	Board approved pending rules suspending the proficiency requirements for student's graduating in 2017 and the movement of the ISAT to the 11th grade (rejected by the 2015 legislature)
February 2015	Board was updated on the rejection of the pending rule amending IDAPA 08.02.03.105
May 2015	Board received in-service on different forms and uses of student assessments.
August 2015	Board approved a proposed amendment to IDAPA 08.02.03.105 that would exempt those students graduating in 2017 from having to meet the ISAT proficiency (in math and English language arts)

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative Code, IDAPA 08.02.03.105 – Rules Governing Thoroughness, High School Graduation

graduation requirement.

BACKGROUND/DISCUSSION

The current Administrative Rule, IDAPA 08.02.03.105.06, requires students in Idaho public schools to achieve a proficient or advanced score on the grade 10 (ten) Idaho Standards Achievement Test (ISAT) in math, reading and language usage in order to graduate.

The State Department of Education is requesting the Board waive the requirement for the proficiency/advanced score for graduation pursuant to IDAPA 08.02.03.105.06. for students in grade ten (10) during the 2015-2016 school year.

The State Department of Education Rules committee recommends approval.

IMPACT

It is too premature to use the test for a graduation requirement.

ATTACHMENTS

Attachment 1 – IDAPA 08.02.03.105.06

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Board waivers of Administrative Code are effective for one year. In order to avoid confusion for schools and students, if the Board were to approve the temporary waiver it would need to be brought back to the Board in 2016 as an amendment to Administrative Code so that it would be in effect when the students graduate in 2018, otherwise the waiver will have expired and these students would need to meet the graduation requirements that are in place at that time.

Students who graduate in 2016 took the previous version of the ISAT in grade nine (9) and were allowed to bank those scores for graduation purposes. Those that scored "proficient" or "advanced" were allowed to use the Alternate Route developed by the school district starting in grade ten (10). The proposed amendments to IDAPA 08.02.03.105.06 that were rejected by the legislature in 2015 would have moved the proficiency requirement to grade eleven (11) and would have then exempted those students who would graduate in 2017 and 2018 from having to meet the proficiency requirement, while still requiring them to take the assessment. The proposed amendments to IDAPA 08.02.02.105.06 that are currently out for public comment did not contemplate exempting the class of 2018 due to the legislature's action. If the public, comment received during the current public comment period indicate that the exemption should be expanded to the class of 2018 it could be considered when the Board deliberates the final amendments to IDAPA 08.02.03.105.06 (Docket 08-0203-1507) that will go to the legislature in 2016 as a pending rule.

BOARD ACTION

I move to approve the waiver of the requirement in Idaho Administrative Code, IDAPA 08.02.03.105.06, graduation requirements, requiring students receive a proficient or advanced score on the Idaho Standards Achievement Test, for the 2015-2016 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No ____

IDAPA 08 TITLE 02 CHAPTER 03

08.02.03 - RULES GOVERNING THOROUGHNESS

105. HIGH SCHOOL GRADUATION REQUIREMENTS.

A student must meet all of the requirements identified in this section before the student will be eligible to graduate from an Idaho high school. The local school district or LEA may establish graduation requirements beyond the state minimum. (5-8-09)

01. Credit Requirements. The State minimum graduation requirement for all Idaho public high schools is forty-six (46) credits and must include twenty-nine (29) credits in core subjects as identified in Paragraphs 105.01.c. through 105.01.i. (3-12-14)

a. Credits. (Effective for all students who enter the ninth grade in the fall of 2010 or later.) One (1) credit shall equal sixty (60) hours of total instruction. School districts or LEA's may request a waiver from this provision by submitting a letter to the State Department of Education for approval, signed by the superintendent and chair of the board of trustees of the district or LEA. The waiver request shall provide information and documentation that substantiates the school district or LEA's reason for not requiring sixty (60) hours of total instruction per credit. (3-29-10)

b. Mastery. A student may also achieve credits by demonstrating mastery of a subject's content standards as defined and approved by the local school district or LEA. (3-29-10)

c. Secondary Language Arts and Communication. Nine (9) credits are required. Eight (8) credits of instruction in Language Arts. Each year of Language Arts shall consist of language study, composition, and literature and be aligned to the Idaho Content Standards for the appropriate grade level. One (1) credit of instruction in communications consisting of oral communication and technological applications that includes a course in speech, a course in debate, or a sequence of instructional activities that meet the Idaho Speech Content Standards requirements. (3-29-10)

d. Mathematics. Six (6) credits are required. Secondary mathematics includes Applied Mathematics, Business Mathematics, Algebra, Geometry, Trigonometry, Fundamentals of Calculus, Probability and Statistics, Discrete Mathematics, and courses in mathematical problem solving and reasoning. AP Computer Science, Dual Credit Computer Science, and Dual Credit Engineering courses may also be counted as a mathematics credit if the student has completed Algebra II standards. Students who choose to take AP Computer Science, Dual Credit Computer Science, and Dual Credit Engineering may not concurrently count such courses as both a math and science credit. (3-12-14)

i. Students must complete secondary mathematics in the following areas:

(3-12-14)

(1) Two (2) credits of Algebra I or courses that meet the Idaho Algebra I Content Standards as approved by the State Department of Education; (3-29-10)

(2) Two (2) credits of Geometry or courses that meet the Idaho Geometry Content Standards as approved by the State Department of Education; and (3-29-10)

(3) Two (2) credits of mathematics of the student's choice. (3-29-10)

ii. Two (2) credits of the required six (6) credits of mathematics must be taken in the last year of high school in which the student intends to graduate. For the purposes of this subsection, the last year of high school shall include the summer preceding the fall start of classes. Students who return to school during the summer or the following fall of the next year for less than a full schedule of courses due to failing to pass a course other than math are not required to retake a math course as long as they have earned six (6) credits of high school level mathematics. (3-12-14)

iii. Students who have completed six (6) credits of math prior to the fall of their last year of high school, including at least two (2) semesters of an Advanced Placement or dual credit calculus or higher level course, are exempt from taking math during their last year of high school. High School math credits completed in middle school shall count for the purposes of this section. (3-12-14)

e. Science. Six (6) credits are required, four (4) of which will be laboratory based. Secondary sciences include instruction in applied sciences, earth and space sciences, physical sciences, and life sciences. Up to two (2) credits in AP Computer Science, Dual Credit Computer Science, and Dual Credit Engineering may be used as science credits. Students who choose to take AP Computer Science, Dual Credit Computer Science, and Dual Credit Engineering may not concurrently count such courses as both a math and science credit. (3-12-14)

i. Secondary sciences include instruction in the following areas: biology, physical science or chemistry, and earth, space, environment, or approved applied science. Four (4) credits of these courses must be laboratory based. (3-29-10)

f. Social Studies. Five (5) credits are required, including government (two (2) credits), United States history (two (2) credits), and economics (one (1) credit). Courses such as geography, sociology, psychology, and world history may be offered as electives, but are not to be counted as a social studies requirement. (3-29-10)

g. Humanities. Two (2) credits are required. Humanities courses include instruction in visual arts, music, theatre, dance, or world language aligned to the Idaho content standards for those subjects. Other courses such as literature, history, philosophy, architecture, or comparative world religions may satisfy the humanities standards if the course is aligned to the Idaho Interdisciplinary Humanities Content Standards. (3-29-10)

Health/Wellness. One (1) credit is required. Course must be aligned to the h. Idaho Health Content Standards. Effective for all public school students who enter grade nine (9) in Fall 2015 or later, each student shall receive a minimum of one (1) class period on psychomotor cardiopulmonary resuscitation (CPR) training as outlined in the American Heart Association (AHA) Guidelines for CPR to include the proper utilization of an defibrillator automatic external (AED) as part of the Health/Wellness (3-12-14)course.

i. Students participating in one (1) season in any sport recognized by the Idaho High School Activities Association or club sport recognized by the local school district, or eighteen (18) weeks of a sport recognized by the local school district may choose to substitute participation up to one (1) credit of physical education. Students must show mastery of the content standards for Physical Education in a format provided by the school district. (4-1-15)

02. Content Standards. Each student shall meet locally established subject area standards (using state content standards as minimum requirements) demonstrated through various measures of accountability including examinations or other measures.

(3-29-10)

03. College Entrance Examination. (Effective for all public school students who enter grade nine (9) in Fall 2012 or later.) (3-12-14)

a. A student must take one (1) of the following college entrance or placement examinations before the end of the student's eleventh grade year: SAT, ACT, or Compass. A student who misses the statewide administration of the college exam during the student's grade eleven (11) for one (1) of the following reasons, may take the examination during their grade twelve (12) to meet this requirement: (3-12-14)

i. Transferred to an Idaho school district during grade eleven (11); (3-12-14)

ii. Was homeschooled during grade eleven (11); or (3-12-14)

iii. Missed the spring statewide administration of the college entrance exam dates for documented medical reasons. (3-12-14)

b. A student may elect an exemption in grade eleven (11) from the college entrance exam requirement if the student is: (3-12-14)

i. Enrolled in a special education program and has an Individual Education Plan (IEP) that specifies accommodations not allowed for a reportable score on the approved tests; (3-12-14)

ii. Enrolled in a Limited English Proficient (LEP) program for three (3) academic years or less; or (3-12-14)

iii. Enrolled for the first time in grade twelve (12) at an Idaho high school after the fall statewide administration of the college entrance exam. (4-1-15)

c. Students who are eligible to take an alternate assessment may take the ACCUPLACER Placement exam during their senior year to meet the college entrance exam graduation requirement. (3-12-14)

04. Senior Project. A student must complete a senior project by the end of grade twelve (12). The project must include a written report and an oral presentation. Additional requirements for a senior project are at the discretion of the local school district or LEA. (3-12-14)

05. Middle School. A student will have met the high school content and credit area requirement for any high school course if: (4-1-15)

a. The student completes such course with a grade of C or higher before entering grade nine (9); (3-12-14)

b. The course meets the same content standards that are required in high school; and (3-12-14)

c. The course is taught by a properly certificated teacher who meets the federal definition of highly qualified for the course being taught. (3-12-14)

d. The student shall be given a grade for the successful completion of that course and such grade and the number of credit hours assigned to the course shall be transferred to the student's high school transcript. Courses taken in middle school appearing in the student's high school transcript, pursuant to this subsection, shall count for the purpose of high school graduation. However, the student must complete the required number of credits in all high school core subjects as identified in Subsections 105.01.c. through 105.01.h. except as provided in 105.01.d.iii. (3-12-14)

06. Proficiency. Each student must achieve a proficient or advanced score on the grade ten (10) Idaho Standards Achievement Test (ISAT) in math, reading and language usage in order to graduate. Students who receive a proficient or advanced score on the grade ten (10) ISAT while in grade nine (9) may bank the score for purposes of meeting their graduation requirement. A student who does not attain at least a proficient score prior to graduation may appeal to the school district or LEA, and will be given an opportunity to demonstrate proficiency of the content standards through some other locally established plan. School districts or LEAs shall adopt an alternate plan and provide notice of that plan to all students who have not achieved a proficient or advanced score on the Grade 10 Idaho Standards Achievement Test by the fall semester of the student's junior year. All locally established alternate plans used to demonstrate proficiency shall be forwarded to the State Board of Education for review and information. Alternate plans must be promptly re-submitted to the Board whenever changes are made in such plans. (3-12-14)

a. Before entering an alternate measure, the student must be: (4-2-08)

i. Enrolled in a special education program and have an Individual Education Plan (IEP); or (3-20-04)

ii. Enrolled in an Limited English Proficient (LEP) program for three (3) academic years or less; or (3-20-04)

iii. Enrolled in the fall semester of the senior year. (3-20-04)

b. The alternate plan must: (4-7-11)

i. Contain multiple measures of student achievement; (4-7-11)

- ii. Be aligned at a minimum to tenth grade state content standards; (4-7-11)
- iii. Be aligned to the state content standards for the subject matter in question; (4-7-11)
- iv. Be valid and reliable; and (4-7-11)

v. Ninety percent (90%) of the alternate plan criteria must be based on academic proficiency and performance. (4-7-11)

c. A student is not required to achieve a proficient or advanced score on the ISAT if: (5-8-09)

i. The student received a proficient or advanced score on an exit exam from another state that requires a standards-based exam for graduation. The state's exit exam must approved by the State Board of Education and must measure skills at the tenth grade level and be in comparable subject areas to the ISAT; (5-8-09)

ii. The student completes another measure established by a school district or LEA and received by the Board as outlined in Subsection 105.06; or (3-29-10)

iii. The student has an IEP that outlines alternate requirements for graduation or adaptations are recommended on the test; (5-8-09)

iv. The student is considered an LEP student through a score determined on a language proficiency test and has been in an LEP program for three (3) academic years or less; (5-8-09)

d. Those students who will graduate in 2016 and have not received a proficient or advanced score on the ISAT in grade nine (9), will be required to complete an alternative plan for graduation, as designed by the district, including the elements

prescribed in Subsection 105.06.b. and may enter the alternate path prior to the fall of their senior year. (3-12-14)

07. Special Education Students. A student who is eligible for special education services under the Individuals With Disabilities Education Improvement Act must, with the assistance of the student's Individualized Education Program (IEP) team, refer to the current Idaho Special Education Manual for guidance in addressing graduation requirements. (4-11-06)

08. Foreign Exchange Students. A foreign exchange student may be eligible for graduation by completing a comparable program as approved by the school district or LEA. (4-11-06)

SUBJECT

Proposed Waiver of Requirement in IDAPA 08.02.03.111 – Rules Governing Thoroughness, Assessment in Public Schools, for the 2014-2015 school-year

REFERENCE

December 18, 2014 The Board approved a waiver of IDAPA 08.02.03.111.06.j. for the 2014-2015 school year.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative Rule, IDAPA 08.02.03.111 – Rules Governing Thoroughness, Assessment in Public Schools No Child Left Behind Act, 2002, §1111(b)(3)

BACKGROUND/DISCUSSION

The No Child Left Behind Act of 2002, §1111(b)(3) requires every state to implement high-quality, annual student academic assessments that are aligned with the state's challenging academic content and achievement standards, at a minimum in mathematics, reading or language arts, grades three (3) through eight (8) and once in high school, and for science at least once in grades three (3) through five (5), grades six (6) through nine (9), and grades ten (10) through twelve (12).

The current Administrative Code, IDAPA 08.02.03, requires all school districts to administer the required assessments to students in Idaho public schools, grades kindergarten through twelve (K-12) as part of the state's comprehensive assessment program pursuant to IDAPA 08.02.03.111. The comprehensive assessment program for grade nine (9) consists of the Idaho Standard Achievement Tests (math, ELA, and Science), Idaho Alternate Assessment, and Idaho English Language Assessment (IDAPA 08.02.03.111.06).

During the 2012 and 2013 school years, the Smarter Balanced Assessment Consortium and the National Center and State Collaborative started to develop assessment items and performance tasks in English language arts/literacy and mathematics to be administered in grades three (3) through eight (8) and in high school. The Idaho State Board of Education on November 20, 2013 and the United States Department of Education on February 18, 2014 approved a waiver to allow Idaho schools to field test assessments in mathematics and reading/language arts developed by the Smarter Balanced Assessment Consortium and by the National Center and State Collaborative.

On January 17, 2014, the Idaho State Board of Education approved a waiver to allow districts the option of not administering field test assessments in grade nine (9) and ten (10). Districts were still required to field test assessments in grade three (3) through eight (8) and in grade eleven (11) to meet the federal testing requirement. In Spring 2014, approximately 34% of 9th graders and 28% of 10th graders voluntarily participated in the field tests.

The Department is requesting the Board waive the the assessmets required for grade nine (9) students pursuant to IDAPA 08.02.03.111.06.j. The State Department of Education Rules Committee recommends approval.

IMPACT

Waiver of the grade nine (9) assessment requirements will reduce the number of required assessments while still meeting federal compliance requirements. Federal requirements only require an assessment be administered once in high school and students will still be required to take the grade ten (10) assessment. Additionally, not administering the test will result in a financial savings to the state.

ATTACHMENTS

Attachment 1 – IDAPA 08.02.03.111

Page 5

STAFF COMMENTS AND RECOMMENDATIONS

The Idaho Standards Achievement Test (ISAT) developed by the Smarter Balance Consortium was developed to given in grade eleven (11). The implementation of the new assessment and movement of the assessment requirements to grade level is necessarily a multi-year process. The Board waived the requirement for school districts to administer the grade nine (9) assessment during the 2013-2014 and 2014-2015 schools years. In 2014 the Board approved proposed Administrative Rule amendments that would move the graduation ISAT proficiency requirement to grade eleven (11) and required administration of the Comprehensive Assessment Program in grade eleven (11) as applicable. The rule moving the graduation requirement was rejected by the 2015 legislature resulting in the requirement remaining a grade ten (10) requirement. Had the graduation requirement been approved in 2015 a new rule would have been brought forward this year to remove the grade nine (9) assessment administration requirement.

The federal accountability requirements only requires the assessments to be administered once in high school. The original Idaho comprehensive assessment program required the assessment to be given twice in high school to allow schools to calculate growth of students between grades nine (9) and ten (10) for use in calculations used to determine adequate yearly progress, as well as allowing students to take the assessment a year prior to the year when proficiency on it would be used as a graduation requirement. Allowing students to take the assessment in grade nine (9) made it possible for schools to identify areas that needed additional attention prior to grade ten (10).

BOARD ACTION

I move to approve the waiver of requirement of Idaho Administrative Code, IDAPA 08.02.03.111.06(j), administration of the grade nine (9) Idaho Standards Achievement Test, Idaho ALT Assessment Test, and the Idaho English Language Assessment for the 2015-2016 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No ____

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IDAPA 08 TITLE 02 CHAPTER 03 08.02.03 - RULES GOVERNING THOROUGHNESS

111. ASSESSMENT IN THE PUBLIC SCHOOLS.

01. Philosophy. Acquiring the basic skills is essential to realization of full educational, vocational and personal/social development. Since Idaho schools are responsible for instruction in the basic scholastic skills, the State Board of Education has a vested interest in regularly surveying student skill acquisition as an index of the effectiveness of the educational program. This information can best be secured through objective assessment of student growth. The State Board of Education will provide oversight for all components of the comprehensive assessment program.(4-2-08)

- **02. Purposes**. The purpose of assessment in the public schools is to:
- (3-15-02)
- **a.** Measure and improve student achievement;
- (3-15-02)
- **b.** Assist classroom teachers in designing lessons;
- (3-15-02)
- **c.** Identify areas needing intervention and remediation, and acceleration; (3-15-02)

d. Assist school districts in evaluating local curriculum and instructional practices in order to make needed curriculum adjustments; (3-15-02)

e. Inform parents and guardians of their child's progress; (3-15-02)

 f. Provide comparative local, state and national data regarding the achievement of students in essential skill areas; (3-15-02)

g. Identify performance trends in student achievement across grade levels tested and student growth over time; and

(3-15-02)

 h. Help determine technical assistance/consultation priorities for the State
 Department of Education. (3-15-02)

03. Content. The comprehensive assessment program will consist of multiple assessments, including, the Idaho Reading Indicator (IRI), the National Assessment of Educational Progress (NAEP), the Idaho English Language Assessment, the Idaho Standards Achievement Tests (ISAT), the Idaho Alternate Assessment, and a college entrance exam.

(3-29-12)

04. Testing Population. All students in Idaho public schools, grades kindergarten through twelve (K-12), are required to participate in the comprehensive assessment program approved by the State Board of Education and funded.

(4-2-08)

a. All students who are eligible for special education shall participate in the statewide assessment program. (4-6-05)

b. Each student's individualized education program team shall determine whether the student shall participate in the regular assessment without accommodations, the regular assessment with accommodations or adaptations, or whether the student qualifies for and shall participate in the alternate assessment.

(4-6-05)

Limited English Proficient (LEP) students, as defined in Subsection C. 112.04.d.iv., who receive a score below the fluent level on the Idaho English Language Assessment and have an Education Learning Plan (ELP), shall be given the ISAT with accommodations or adaptations as outlined in the ELP. Students can be categorized as LEP students for two (2) years after testing proficient on the language proficiency test and exiting the LEP program. LEP students who do not have an ELP or a language acquisition score will be given the regular ISAT without accommodations or adaptations. LEP students who are enrolled in their first year of school in the United States may take the IELA in lieu of the reading/language usage ISAT, but will still be required to take the math and science ISAT with accommodations or adaptations as determined by the language proficiency score and ELP. Such LEP students will be counted as participants for the ninety-five percent (95%) participation target, as described in Subsection 112.04. However, such LEP students are not required to be counted for AYP purposes in determining proficiency, as described in Subsection 112.03. (5-8-09)

05. Scoring and Report Formats. Scores will be provided for each subject area assessed and reported in standard scores, benchmark scores, or holistic scores. Test results will be presented in a class list report of student scores, building/district

summaries, content area criterion reports by skill, disaggregated group reports, and pressure sensitive labels as appropriate. Information about the number of students who are eligible for special education who participate in regular and alternate assessments, and their performance results, shall be included in reports to the public if it is statistically sound to do so and would not disclose performance results identifiable to individual students. (4-7-11)

a. Effective April 1, 2009, all students taking the Idaho Standards Achievement Test (ISAT) must have a unique student identifier. (4-7-11)

b. Districts must send all assessment results and related communication to parents within three (3) weeks of receipt from the state.
 (4-7-11)

06. Comprehensive Assessment Program. The State approved comprehensive assessment program is outlined in Subsections 111.06.a. through 111.06.I. Each assessment will be comprehensive of and aligned to the Idaho State Content Standards it is intended to assess. In addition, districts are responsible for writing and implementing assessments in those standards not assessed by the state assessment program. (4-2-08)

a. Kindergarten - Idaho Reading Indicator, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)

b. Grade 1 - Idaho Reading Indicator, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)

c. Grade 2 - Idaho Reading Indicator, Grade 2 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)

d. Grade 3 - Idaho Reading Indicator, Grade 3 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)

e. Grade 4 - National Assessment of Educational Progress, Grade 4 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment.(3-29-12)

f. Grade 5 - Grade 5 Idaho Standards Achievement Tests, Idaho Alternate
 Assessment, Idaho English Language Assessment.
 (3-29-12)

g. Grade 6 - Grade 6 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (3-29-12)

h. Grade 7 - Grade 7 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment.
 (3-29-12)

i. Grade 8 - National Assessment of Educational Progress, Grade 8 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment.(3-29-12)

j. Grade 9 - Grade 9 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (3-29-12)

k. Grade 10 - High School Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)

I. Grade 11 – Idaho English Language Assessment, college entrance exam (3-29-12)

m. Grade 12 - National Assessment of Educational Progress, Idaho English Language Assessment . (4-2-08)

n. Students who achieve a proficient or advanced score on a portion or portions of the ISAT, or the Idaho Alternate Assessment, offered in their tenth grade year or later are not required to continue taking that portion or portions.

(5-8-09)

07. Comprehensive Assessment Program Schedule.

(5-3-03)

a. The Idaho Reading Indicator will be administered in accordance with Section 33-1614, Idaho Code.

(3-15-02)

b. The National Assessment of Educational Progress will be administered in timeframe specified by the U.S. Department of Education.
 (3-15-02)

c. The Idaho Standards Achievement Tests will be administered twice annually in the Fall and Spring in a time period specified by the State Board of Education. (5-3-03)

d. The Idaho Alternate Assessment will be administered in a time period specified by the State Board of Education. (4-2-08)

e. The Idaho English Language Assessment will be administered in a time period specified by the State Board of Education. (4-2-08)

08. Costs Paid by the State. Costs for the following testing activities will be paid by the state:

(4-1-97)

a. All consumable and non-consumable materials needed to conduct the prescribed statewide comprehensive assessment program; (3-15-02)

b. Statewide distribution of all assessment materials; and (3-29-12)

c. Processing and scoring student response forms, distribution of prescribed reports for the statewide comprehensive assessment program. (3-29-12)

09. Costs of Additional Services. Costs for any additional administrations or scoring services not included in the prescribed statewide comprehensive assessment program will be paid by the participating school districts.

(3-15-02)

10. Services. The comprehensive assessment program should be scheduled so that a minimum of instructional time is invested. Student time spent in testing will not be charged against attendance requirements. (3-15-02)

11. Test Security, Validity and Reliability. Test security is of the utmost importance. To ensure integrity of secure test items and protect validity and reliability of test outcomes, test security must be maintained. School districts will employ security measures in protecting statewide assessment materials from compromise. Each individual who has any opportunity to see test items must sign a state-provided confidentiality agreement, which the district must keep on file in the district for at least two (2) years. Documentation of security safeguards must be available for review by authorized state and federal personnel. (4-2-08)

a. All ISAT paper and pencil test booklets will be boxed and shipped to the test vendor to be counted no later than two (2) weeks after the end of the testing window. (3-20-04)

b. The ISAT will be refreshed each year to provide additional security beginning with grades four (4) eight (8) and ten (10) in 2007. Items will be refreshed for grades three (3) and seven (7) in 2008; grades five (5) and six (6) in 2009; and grades two (2) and nine (9) in 2010.

(3-20-04)

c. Any assessment used for federal reporting shall be independently reviewed for reliability, validity, and alignment with the Idaho Content Standards. (4-2-08)

12. Demographic Information. Accurate demographic information must be submitted as required for each test to assist in interpreting test results. It may include but is not limited to race, sex, ethnicity, and special programs, (Title I, English proficiency, migrant status, special education status, gifted and talented status, and socio-economic status). (4-2-08)

13. Dual Enrollment. For the purpose of non-public school student participation in non-academic public school activities as outlined in Section 33-203, Idaho Code, the Idaho State Board of Education recognizes the following:

(3-15-02)

a. The Idaho Standards Achievement Tests (grades 3-9 and High School). (3-29-12)

b. A portfolio demonstrating grade level proficiency in at least five (5) of the subject areas listed in Subsections 111.13.b.i. through 111.13.b.vi. Portfolios are to be judged and confirmed by a committee comprised of at least one (1) teacher from each subject area presented in the portfolio and the building principal at the school where dual enrollment is desired. (4-6-05)

15-02)	i.	Language Arts/Communications.	(3-
02)	ii.	Math.	(3-15-
02)	iii.	Science.	(3-15-
(3-15-	iv. 02)	Social Studies.	
(3-15-	v. 02)	Health.	

vi. Humanities.

02)

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CONSENT AGENDA OCTOBER 22, 2015

TAB	DESCRIPTION	ACTION
1	BAHR – SECTION II – EDNETICS, INC. TELEPHONE SYSTEMS UPGRADE CONTRACT	Action Item
2	IRSA – IDAHO EPSCoR COMMITTEE APPOINTMENTS	Action Item
3	PPGA – INDIAN EDUCATION COMMTTEE APPOINTMENTS	Action Item
4	PPGA – STATE REHABILITATION COUNCIL APPOINTMENTS	Action Item
5	PPGA – DATA MANAGEMENT COUNCIL APPOINTMENTS	Action Item
6	PPGA – ALCOHOL PERMITS-PRESIDENT APPROVED REPORT	Information Item
7	SDE – CURRICULAR MATERIALS COMMITTEE APPOINTMENTS	Action Item

BOARD ACTION

I move to approve the Consent Agenda as presented.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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UNIVERSITY OF IDAHO

SUBJECT

Request for authorization to sign Ednetics, Inc. contract for telephone systems upgrade.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3 – Acquisition of Personal Property and Services.

BACKGROUND/DISCUSSION

Managing multiple disparate telephone systems at University of Idaho (UI) campuses in Boise, Coeur d'Alene, Idaho Falls, Moscow, and Post Falls is causing complexities and inefficiencies resulting in increased support and maintenance costs for these current systems. Additionally, the variety of vendors, differences in services, and lack of unified dialing schemes, is creating a discouraging user-experience and a perception of separation between locations.

Following a rigorous Request-For-Proposal (RFP) process, UI is presenting Ednetics, an Idaho-based company, as our Apparent-Successful-Vendor pending Board approval. UI is seeking Board approval to execute a contract with Ednetics for their Ednetics Voice service, a hosted telephone communication technologies solution based on a modern communications platform. The Ednetics Voice service will offer many new collaboration functions for a much better communications experience. In addition, the service will create a new University telecommunications support structure helping to eliminate administrative waste and supporting a new and simplified internal cost recovery model.

The proposed contract is not expected to increase the current annual costs of telephone services for UI over time. Contract costs are estimated at up to \$660,000 annually for an initial term of three (3) years with up to five (5) renewals of two (2) years each. This contract is requiring UI to guarantee a service minimum of 2,200 lines. Total annual lease costs will be based on monthly charges, variable usage, and other one-time charges. Included in this cost estimate is the cost of leasing hardware such as desk phone sets through a Master Lease Agreement.

UI's target of implementing up to 3,000 lines at the Boise, Coeur d'Alene, Moscow, Idaho Falls and Post Falls locations should be completed by the end of June, 2016. The current phone system at these locations will be phased out during this process. Implementing the remaining University locations, not part of this initial project (i.e., Centers, Research & Education Centers, Extension Offices, mobile offices, etc.), is dependent upon feasibility for the location, availability of necessary infrastructures, expiration of local contracts, and first opportunities for cost effective cut-overs at those locations.

IMPACT

This is a three-year contract with renewal options for up to 10 additional years in two (2) year increments. The approximate total (dependent upon number of endusers) for three-years is \$1.99M. The ongoing annual costs of the contract (starting at \$660,000 annually) will be funded through UI's regular operations in the same fashion as the current phone system expenses are funded now. The implementation costs (estimated at \$150,000) will be funded through ongoing budget as well.

Estimated Budget (initial 3 years)

Total Contract Costs	\$1,980,000
Implementation Costs	<u>\$ 150,000</u>
Total	\$2,130,000

ATTACHMENTS

Attachment 1 – Proposed Contract	Page 3
Attachment 2 – University Request for Proposals (RFP)	Page 27
Attachment 3 – Ednetics, Inc. Response to RFP	Page 77

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to enter into an agreement with Ednetics, Inc. in substantial conformance to the form submitted to the Board in Attachment 1, and to authorize the President of the University, or the President's designee, to execute the contact and any necessary supporting documents.

Moved by _____ Seconded by _____ Carried Yes _____ No ____

UNIVERSITY OF IDAHO

AGREEMENT NUMBER UI-762

INTRODUCTION

The University of Idaho (the "University") hereby awards to Ednetics, Inc. (the "Contractor") Agreement number UI-762 to furnish Voice over Internet Protocol (VOIP) to the University, as specified in University of Idaho Request for Proposals Number 15-30M, in accordance with the terms and conditions of the Request for Proposals.

This Agreement is supplemented by a) University of Idaho Request for Proposals Number 15-30M; b) Ednetics, Inc.'s response dated March 3, 2015; and c) University of Idaho General Terms and Conditions, which have been agreed to by the parties and by this reference are made a part hereof as though fully set forth herein. To the extent such terms, conditions, or provisions may be in conflict or be inconsistent, their order of authority shall be as follows: 1) University of Idaho Agreement Number UI-762; 2) University of Idaho Request for Proposals Number 15-30M; 3) Ednetics, Inc.'s response dated March 3, 2015; and 4) University of Idaho General Terms and Conditions

TERMS AND CONDITIONS

These Terms and Conditions ("Agreement") are between Ednetics and the entity identified as the University of Idaho ("Customer"); each referred to as a "Party" and collectively referred to as the "Parties." This Agreement consists of the Sales Order(s) and any forms or authorizations attached hereto and/or incorporated herein by reference and these Terms and Conditions. The Parties agree to be bound by this Agreement and affirm that each have caused this Agreement to be executed by their respective duly authorized representatives on the dates written below their names.

1. SERVICE(S).

For purposes of this Agreement, "Service(s)" shall mean Ednetics VoiceTM and the use of Ednetics equipment and services integral to performance and/or delivery of the Service(s) under this Agreement. Service(s) shall also refer to the Ednetics provided demarcation point between Customer's local area network ("LAN") and Ednetics wide area network ("WAN"). Specifically, the demarcation point is represented by a router and provides a physical demarcation ("Demarc") between Customer's LAN and Ednetics WAN. Ednetics is responsible for network on the WAN side of the Demarc and Customer is responsible for network on the LAN side of the Demarc. An understanding of operational support can be found in Exhibit D Service Level Agreement.

2. EDNETICS VOICETM

Ednetics Voice[™] is an enhanced voice telecommunications service, which uses an Internet Protocol ("IP") infrastructure to deliver voice communications and IP

products. Ednetics $Voice^{TM}$ includes local dial-tone, local and long distance, international calling, access to directory assistance and operator services as well as Ednetics equipment and services integral to performance or delivery of Service under this Agreement. Ednetics $Voice^{TM}$ is a full-featured Voice over Internet Protocol (VoIP) Service and may be a stand-alone or hosted managed Service. Ednetics will provide Service(s) as referenced on the Sales Order(s) in accordance with the terms of this Agreement.

2.1 HANDSETS.

If ordered from Ednetics, handsets may be purchased using the Ednetics Master Lease Agreement for a zero percent (0%) 36-month lease. In the event Customer does not continue the Ednetics VoiceTM contract and has outstanding handset leases, Customer will be required to pay the outstanding lease balances within 60 days. Customer shall own the handsets upon full completion (including final payment) of the Agreement Service Term. Lease Order(s) will be used for the purchase of handsets, which will be prorated over the Lease term unless other arrangements are made.

2.2 BID PRICE.

The bid price shall include everything necessary for the performance of this Agreement, including, but not limited to, furnishing all materials, equipment, management, superintendence, labor, and service, except as specifically otherwise provided in this Agreement. Prices quoted on the Bid Form shall include all freight and/or delivery charges. In the event of a discrepancy between the unit price and the total price, the unit price will govern and the total price will be adjusted accordingly.

2.3 TOLL-FREE SERVICE.

Customer is responsible for all charges for inbound toll free Service(s) provided by Ednetics. Ednetics assumes no liability where any claim arises out of Customer being provided with any toll-free number(s) other than the toll-free numbers(s) requested by Customer. Ednetics shall have no liability whatsoever for the use, misuse or abuse of Customer's toll-free Service by third parties, including without limitation, Customer's employees or any member(s) of the public who dial the Customer's toll-free number(s) by mistake. See Exhibit A Usage Pricing attached hereto and made a part of this Agreement by reference.

2.4 LONG DISTANCE SERVICE(S).

Customer is responsible for all local and long distance Service(s) used with and without their knowledge. Ednetics provides long distance Service(s) at no charge within the U.S. and Canada, including Alaska and Hawaii, but excludes International calls. Calls not covered will be billed to you at the rate shown in Exhibit A.

3. INTERRUPTION OF SERVICE CREDIT(S).

In the event there is any defect, error, omission, delay, mistake, interruption, suspension, or other failure in connection with furnishing Service(s) or maintenance of Service(s) and the same is reported to and confirmed by Ednetics (an "Interruption"), the liability, if any, of Ednetics shall in no event exceed an amount equivalent to the proportionate charge to Customer for the affected Service for the time period during which the interruption occurred (the

"Interruption Credit") as outlined below. For the purposes of this Section, "Interruption Credit" does not include data services or data integrations interfaced with Ednetics VoiceTM. The Interruption Credit applies only to Ednetics VoiceTM. Ednetics may simultaneously deliver service to more than one location for redundancy purposes. Ednetics does not consider that there is an interruption of service if phone services are delivered to at least one point of demarcation. Ednetics shall not be liable nor shall any Interruption Credit be given to Customer for any Interruption which is: (1) caused by the willfulness or negligence of Customer, a third-party (defined as: a party who is not a vendor of Ednetics and who is not the underlying circuit provider) or any other entity other than Ednetics; (2) due to failure of equipment and systems provided by Customer or any other entity; (3) due to a force majeure event as set forth in Section 30 below; or (4) during periods when Customer elects to use Service(s) on an impaired basis. Customer hereby acknowledges and agrees that its sole and exclusive remedy for an Interruption shall be an Interruption Credit as follows:

2 - 4 Hours	25% of the daily recurring cost
4 – 8 Hours	50% of the daily recurring cost
8 – 12 Hours	75% of the daily recurring cost
12 – 24 Hours	100% of the daily recurring cost
Over 24 Hours	100 % of the daily recurring cost for each 8 hour period over 24 hours.

4. LETTER OF AUTHORIZATION.

Customer will be required to execute a Letter of Authorization or Agency ("LOA") in order for Ednetics to act as an authorized agent for ordering, porting numbers, and coordination of circuits that may be needed. The LOA, when executed, shall be incorporated into this Agreement by reference.

5. 911 DISCLOSURE STATEMENT.

Customer is required to execute the 911 Disclosure Statement. The 911 Disclosure Statement is attached hereto as Exhibit B and made a part of this Agreement by reference.

6. SAFEGUARDING CUSTOMER PROPORIETARY NETWORK INFORMATION.

Ednetics considers our Customers' Proprietary Network Information (CPNI) as confidential. Ednetics will not share information specific to our Customers and/or their network with anyone other than the authorized representative(s) of Customer unless Customer sends written authorization to their Ednetics account manager. Such Letter of Authorization (LOA) must be signed by Customer's authorized representative stating the information Ednetics is to provide and to what party and/or company Ednetics is to disclose the information to upon request. This

procedure extends during the term of the contract and will continue after the contract expires.

GENERAL TERMS AND CONDITIONS

7. DATA COMPROMISE NOTIFICATION.

Immediately upon becoming aware of a Data Compromise, or of circumstances that could have resulted in unauthorized access to or disclosure of use of Customer or End User Data, Ednetics will notify Customer, fully investigate the incident, and cooperate fully with Customer's investigation of and response to the incident. Except as otherwise required by law, Ednetics will not provide notice of the incident directly to the persons whose data were involved, regulatory agencies, or other entities, without prior written permission from Customer.

8. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUEST FOR DATA.

Except as otherwise expressly prohibited by law, Ednetics will:

- a. Immediately notify Customer of any subpoenas, warrants, or other legal orders, demands or requests received by Vendor seeking Customer and/or End User Data;
- b. Consult with Customer regarding its response; and
- c. Cooperate with Customer's reasonable requests in connection with efforts by Customer to intervene and quash or modify the legal order, demand or request

9. OBLIGATIONS OF THE CUSTOMER.

The customer agrees to provide all information, access, and support for timely installation and proper use of Service(s) and to comply with all of the terms and conditions of this Agreement. Customer also agrees that Customer's use of Service(s) will at all times be consistent with the terms outlined in Ednetics Acceptable Use Policy ("AUP"), will not be used in an unlawful manner and will be used in such a manner as to prevent damage to Ednetics network and equipment. Ednetics AUP is attached hereto as Exhibit C and is made a part of this agreement by reference.

10. CUSTOMER REPRESENTATIONS.

Customer warrants that they have the legal right and ability to enter into this Agreement and are authorized to act on behalf the school, library, or state/local government entity. Customer represents and warrants that Customer's name, contact information and registered location(s) for 911 are true and correct. Customer acknowledges and agrees that Ednetics relies on the information supplied by Customer and that providing false or incorrect information may result in delays in the provision and delivery of Service(s), the suspension or termination of Service(s) and the inability of a 911-dialed call to be correctly routed to emergency service personnel as further described in the 911 Disclosure Statement in Exhibit B, attached hereto and made a part of this Agreement by reference. Customer agrees to promptly notify Ednetics whenever personal or billing information changes, including, but not limited to, Customer's name, address, e-mail address, telephone number, and credit card information if appropriate.

11. INITIAL DEPLOYMENT.

Customer will have an "Initial Deployment" period not to exceed six (6) months. The Initial Deployment is for the purpose of providing time for Customer to reach the minimum User threshold of 2200 Users ("Minimum User Floor"). The Initial Deployment will end six (6) months after execution of the contract or upon reaching 2200 Users, whichever occurs first ("End of Initial Deployment"). Customer will be invoiced at the contracted rate during the Initial Deployment and as described in Section 14.

12. TERM OF AGREEMENT.

The initial term ("Initial Service Term") of this Agreement shall start on the day the Initial Deployment starts and will end three (3) years from the End of Initial Deployment as described in Section 11. The Initial Service Term of this Agreement may be extended by a series of up to five (5) two (2) year renewals. Customer may also request to enter into a new agreement and term. Customer must provide written request in both instances at least thirty (30) days prior to the expiration date of such term or extension. During extension periods, all terms and conditions of this Agreement shall remain in effect.

13. FEES AND CHARGES.

Customer shall pay for all Service(s) Ednetics supplies to Customer. Sales Order(s) specify the fees Customer will pay for Service(s) during the Service Term. The fees on the invoice are categorized as (1) "Monthly Charges," (2) "One Time Charges", and (3) "Other Charges." Monthly Charges are recurring and will be billed monthly in advance. One Time Charges are non-recurring and will be billed as they occur. Other Charges are usage charges and will be billed based on Customer's actual usage which could include per minute fees for international long distance or other per call fees as reflected in Exhibit A. Ednetics will bill Customer and Customer will be responsible for other legally applicable charges including, but not limited to, federal and state universal service fund (USF), federal and state telecommunications relay service (TRS), state and county E911 surcharges, state and local sales taxes, and local utility taxes and any other applicable federal, state, county, or local taxes and fees.

14. INVOICES.

Ednetics will invoice for Services one month in advance as documented by polling the system on the 20th of each month. Invoices will reflect the number of users, Analog Terminal Adapters, efax licenses, international long distance, credits for contract and/or migration discounts, miscellaneous items, and any Decreases of 15% or more from the then current maximum as described in

Section 24, if any. Customer invoice will also reflect the then current minimum threshold for User counts. Ednetics and Customer agree to work together to develop the Ednetics Portal to conform to Customer's detail expectations wherever possible. Both Ednetics and Customer agree this development is a work in progress and understand that resources will need to be dedicated from both sides to accomplish what is necessary to provide Customer with the detail desired.

Invoices for payment must be submitted by the Contractor to:

University of Idaho Attn: Accounts Payable 875 Perimeter Drive MS 4244 Moscow, ID 83844-4244

15. PAYMENT.

Ednetics will provide Customer with monthly invoices which will be due and payable thirty (30) days from the invoice date (the "Due Date"). For the purposes of billing and adjustments, Ednetics assumes there are thirty (30) days in a month and the Invoice Date is the 10th of each month. All Monthly Charges are billed one (1) month in advance from the 1st of the month up to the 1st of the next month. Other Charges, such as usage, international long distance and directory assistance charges are billed in arrears. All One Time Charges for installation and/or changes of service are invoiced on the first invoice following the date charges were incurred. Your initial invoice could contain One Time Charges and Other Charges as well as Monthly Charges for services in advance. A late payment fee may be applied on balances remaining unpaid thirty (30) days following the date of the invoice in the amount of one and one-half percent $(1\frac{1}{2})$ per month of the amount of the unpaid balance from the date of invoice. Subject to any applicable state or federal regulations, in the event Customer has an outstanding balance of fees due and owing under this Agreement, Ednetics shall not be obligated to transfer transportable, toll-free, local or other numbers to another carrier. In addition to the remedies contained in this Agreement, Ednetics reserves its right in law and equity including, but not limited to, its rights under the Uniform Commercial Code.

16. TAXES.

Customer hereby acknowledges and agrees that all pricing for Service(s) and other charges due hereunder, including value added tax, sales taxes, duties, fees, levies or surcharges (including where applicable Universal Service Fund or similar surcharges) imposed by, or pursuant to the laws, statutes or regulation of any governmental agency or authority, are the sole responsibility of Customer and shall be paid promptly when due by Customer and Customer agrees to indemnify and hold Ednetics harmless from any liability therefor. Except as set forth herein, all amounts payable by Customer under this Agreement shall be made without any deduction or withholding and, except to the extent required by any law or regulation, free and clear of any deduction or withholding on account of any tax, duty or other charges of whatever nature imposed by any taxing or governmental authority. If Customer is required by any law or regulation to make any such deduction or withholding, Customer shall, together with the relevant payment, pay such additional amount as will ensure that Ednetics actually received and is entitled to retain, free and clear of any such deduction or withholding, the full amount which it would have received if no such deduction or withholding had been required. Notwithstanding the foregoing, a monthly Universal Service Fund charge shall be added to each invoice for Service(s) based upon the applicable total billed revenues, the amount of which shall be based upon the Federal Communications Commission assessment.

17. UNAUTHORIZED USE OF SERVICE(S).

Customer accepts full responsibility for the charges and fees invoiced for Ednetics provision of all Service(s) to Customer including, but not limited to, outbound and toll free Service(s), regardless of whether Customer authorized the use of the Service(s). Customer shall indemnify and hold Ednetics harmless from any and all costs, expenses, damages, claims or actions arising from any fraudulent or unauthorized use of Service(s). Customer shall not be excused from paying Ednetics for Service(s) provided to Customer or any portion thereof on the basis that fraudulent use of Service(s) comprised a corresponding portion of the Service(s) for which charges and fees are invoiced. In the event Ednetics discovers or reasonably believes that Service(s) are being used fraudulently, nothing contained herein shall prohibit Ednetics from taking immediate and all reasonable actions necessary to prevent the fraudulent use of the Service(s).

18. BACK-UP POWER.

CUSTOMER ACKNOWLEDGES AND AGREES THAT IF ACCESS TO AND USE OF SERVICE(S) (INCLUDING, BUT NOT LIMITED TO, EMERGENCY 911 SERVICE) IS DESIRED OR REQUIRED DURING A POWER OUTAGE, CUSTOMER IS SOLELY RESPONSIBLE TO PROVIDE APPROPRIATE BACK-UP POWER TO ANY EQUIPMENT LOCATED ON CUSTOMER'S PREMISES TO THE EXTENT SUCH EQUIPMENT MAY BE USED TO ACCESS AND USE OR IS OTHERWISE RELATED TO THE USE OF SERVICE(S). EDNETICS SHALL NOT BE RESPONSIBLE OR LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR THE UNAVAILABILITY OF SERVICE(S) DURING A POWER OUTAGE AS A RESULT OF CUSTOMER'S FAILURE TO PROVIDE NECESSARY BACK-UP OR SECONDARY POWER FACILITIES FOR USE OF SERVICE(S). PLEASE SEE EXHIBIT B FOR EDNETICS FULL 911 DISCLOSURE STATEMENT.

19. TERMINATION BY EDNETICS.

In the event Customer is in breach of any terms of this Agreement, Ednetics may provide written notice to Customer of such a breach, upon receipt of which Customer shall (i) have ten (10) days to cure such a breach if the breach is due to Customer's non-payment of all undisputed charges by the Due Date or (ii) have thirty (30) days to cure all other breaches of this Agreement. If such breach is not cured by Customer to Ednetics satisfaction, in its sole discretion, within the applicable cure period set forth above, Ednetics may terminate this Agreement (in whole or in part including Sales Order(s)) and discontinue its provision of Service(s) under this Agreement effective immediately. Notwithstanding the foregoing, in the event Customer's use of Service(s) violates the Ednetics AUP, Ednetics may suspend the provision of Service(s) to the Customer or terminate this Agreement (in whole or in part including Sales Order(s)) effective immediately.

20. TERMINATION BY EITHER PARTY.

Either Party shall have the right to terminate Service(s) without liability, including early termination fees; (i) if Ednetics is prohibited from furnishing Service(s) under this Agreement, (ii) if any material rate or term contained herein is substantially changed by order of the highest court of any competent jurisdiction to which the matter is appealed, the Federal Communications Commission, or other local, state, or federal government authority or (iii) upon expiration of the Service Term.

21. EARLY TERMINATION.

If Service(s) are terminated by Customer or by Ednetics following an uncured default by Customer prior to the end of the Service Term, then commencing on the effective date of such termination, Customer will be subject to early termination fees equal to ninety percent (90%) of the remaining value of the Agreement ("Early Termination Fees"). Customer and Ednetics acknowledge and agree that (i) the Early Termination Fees are a fair and reasonable estimate of damages that would occur in the event that the Agreement is terminated prior to the end of the Service Term; (ii) actual damages incurred by Ednetics as a result of the early termination of the Agreement would be difficult to determine; and (iii) the provisions regarding the Early Termination Fees in this paragraph are reasonable and appropriate measures of the damages for such early termination and not a penalty. Customer agrees to pay all such Early Termination Fees within thirty (30) days of Customer's notice of termination of Service(s) immediately upon receipt of Ednetics last invoice to Customer ("Final Invoice"). All requests to terminate Service(s) must be received, in writing to Ednetics, thirty (30) days prior to the termination effective date. A minimum of thirty (30) days will always be billed to Customer from the date that the termination notice is submitted.

22. BILL DISPUTES.

Customer's billing disputes or requests for adjustment, together with all supporting documentation, must be made in good faith and must be received in writing by Ednetics within sixty (60) days from the date of the invoice or Customer's right to raise such billing disputes is waived. Customer shall otherwise timely pay any undisputed amount. If Ednetics determines that a disputed charge was billed in error, Ednetics will issue a credit to reverse the amount incorrectly billed. If Ednetics determines the disputed amount was billed correctly, Ednetics will inform Customer of such determination and provide Customer with proof of correct billing. If Customer does not accept such proof as definitive, the dispute will be escalated for an officer review/resolution with Ednetics and Customer in accordance with this Agreement. In the event that the escalated dispute is resolved against Customer or in the event Customer accepts the foregoing proof as definitive (or if Customer fails to notify Ednetics within sixty (60) days that Customer does not accept proof as definitive), Customer shall pay the previously disputed amount within ten (10) days thereafter.

23. RESOLUTION OF DISPUTES.

Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively referred to hereinafter as a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth herein. In the event of a Dispute, and upon the written request of either Party, each of the Parties shall appoint, within five (5) business days after a Party's receipt of such request, a designated representative who has authority to settle the Dispute and who is at the higher level of management than the person(s) with the direct responsibility for administration of the Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other shall be honored. If the Parties are unable to resolve issues related to the Dispute within thirty (30) days after a Party's request is made for appointment of designated representatives as set forth above, either Party may seek any relief to which it is entitled, whether at law or in equity. Contractor agrees that, notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

24. SERVICE INCREASES AND DECREASES.

An "Increase" is defined as a change to Customer's existing Service(s) agreed to by Ednetics that will result in an increase in Customer's Monthly Charges and/or One Time Charges. Customer will be required to purchase the Increase for a term commitment that extends to the end of Customer's existing Term or the Customer may extend their term pursuant to Section 12.0. A "Decrease" is defined as a change to Customer's existing Service(s) or partial disconnect agreed to by Ednetics resulting in a decrease in Customer's Monthly Charges. If Customer's number of users Decrease below Minimum User Floor as defined in Section 11, or if Customer's number of users Decrease below the current maximum user count by fifteen percent (15%) ("Minimum User Threshold"), whichever is greater, Ednetics, in its sole discretion, may invoice Customer for Minimum User Threshold fees. Minimum User Floor or the number of users below Minimum User Threshold, whichever is greater, times ninety percent (90%) of the current per user rate. Ednetics, in its sole discretion, may invoice Customer for Minimum User Threshold fees during the remainder of the term of this contract unless Customer's number of users returns to a level above the applicable Minimum User Floor or applicable Minimum User Threshold, at which time the Minimum User Threshold fees would no longer be invoiced to Customer.

25. EDNETICS OWNED CUSTOMER PREMISES EQUIPMENT.

Any Equipment installed by Ednetics to perform or deliver Service(s) under this Agreement which was not purchased by the Customer is the sole property of Ednetics and is referred to as "Ednetics CPE" or "CPE." Ednetics has the right to access, maintain, remove, replace or take any other action in connection with the CPE at any time for any reason. At all times, Customer shall: (1) refrain from physically tampering with or modifying CPE, or authorizing another to do so; and (2) provide Ednetics with reasonable, sufficient, and necessary access to Customer's facilities in order for Ednetics to fulfill its obligations under this Agreement. Customer shall provide Ednetics reasonable and necessary access to Ednetics CPE at all reasonable times in the event Ednetics needs to retrieve the CPE during or upon the expiration or termination of the applicable Service Term. Customer also agrees to cooperate with Ednetics in all communications with the landlord at the Customer's premises if requested by Ednetics even after the expiration or termination of the applicable Service Term so that Ednetics may retrieve physical possession of the CPE. Customer shall be responsible for any and all damages to the CPE caused by Customer or its end-users. Ednetics will not be responsible for any interference or interruption in Service(s) that are related to or caused by CPE. Customer is responsible for the initial and ongoing configuration of any equipment provided by Customer. If any equipment provided by Customer is not compatible or may not be used with the Service(s) and Customer terminates this Agreement or Service(s) as a result, Customer will be responsible for all Non-Recurring Charges for Service(s) that are noted on the Sales Order(s) as well as any third-party costs Ednetics may have incurred.

26. LIMITATION OF LIABILITY.

Ednetics shall not be liable or responsible for any of the following: (1) the content of the information passing over Ednetics network; (2) the Internet or any information contained thereon; (3) unauthorized access to Customer transmission facilities or to Customer owned equipment; (4) unauthorized access or damage to, alteration, theft, destruction or loss of customer records or data; (5) claims for damages caused by Customer through fault, negligence or failure to perform Customer's responsibilities; (6) claims against Customer by any other party; (7) any act or omission of any other party furnishing services to Customer or the installation and/or removal of any and all equipment supplies by any other services provider; or (8) incorrect publication of listings or advertisements of phone numbers. Notwithstanding the foregoing, the liability of Ednetics, if any, for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the Service(s) or equipment provided by Ednetics, if any, or for breach or warranties set forth in this Agreement, shall in no event exceed the Monthly Charges for Service(s) that are the subject of the claim. IF ANY LIABILITY IS IMPOSED ON EDNETICS, SUCH LIABILITY SHALL BE LIMITED AS PROVIDED IN THIS AGREEMENT, WHICH SHALL BE EDNETICS SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY PERFORMANCE, NON-PERFORMANCE, OR NEGLIGENCE OF EDNETICS UNDER THIS AGREEMENT. EDNETICS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD-PARTY FOR OR WITH RESPECT TO ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE OR FOR THE LOSS OF REVENUE, LOST PROFITS, LOSS OF BUSINESS, LOSS OF PROSPECTIVE OR POTENTIAL BUSINESS OR ECONOMIC LOSS OF ANY KIND FOR ANY REASON WHATSOEVER, REGARDLESS OF WHETHER EDNETICS IS INFORMED OF THEIR POSSIBILITY.

27. LIABILITY OF CUSTOMER.

In the event any claim, demand, lawsuit or liability is made or asserted against Ednetics or any of the officers of Ednetics by any third-party and the same arises out of, or is directly or indirectly related to, or is caused by any act or omission of Customer, then, and in such event, Customer shall indemnify, defend and hold harmless Ednetics and its officers, agents and representatives of and from any and all such claims, demands, causes of actions and liability, including the payment of reasonable attorneys' fees to defend such action. Additionally, Customer shall reimburse Ednetics for damage to Ednetics Communications facilities including those due to any malfunction of any facilities or equipment provided by an entity other than Ednetics.

28. WARRANTIES.

EDNETICS DOES NOT WARRANT UNINTERRUPTED OPERATION OF THE SERVICE(S) AND SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES NOT MADE IN THIS AGREEMENT, EITHER EXPRESSED OR IMPLIED. INCLUDING THE WARRANTIES OF TITLE. MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. EDNETICS DOES NOT WARRANT AND DOES NOT ASSUME ANY LIABILITY FOR ANY CONSEQUENCES SUFFERED BY ANY PERSON AS A RESULT OF OBTAINING INTERNET ACCESS INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM INTERNET CONTENT OR FROM COMPUTER VIRUSES.

29. TRANSFER AND ASSIGNMENT.

Customer may not sell, assign or transfer any of Customers rights or obligations under this Agreement without Ednetics prior written consent. Ednetics may assign this Agreement upon notice to Customer.

30. FORCE MAJEURE.

Any delay, interruption or nonperformance of any provision of this Agreement on the part of Ednetics caused by conditions beyond Ednetics reasonable control shall not constitute a breach of the Agreement and the time for performance of such provision shall be deemed to extend for a period equal to the duration of the conditions preventing performance. Such examples include, but are not limited to, acts of God, acts of civil or military authority, terrorist acts, riots, insurrections, epidemics, power blackouts, fire, explosion, vandalism, cable cut, adverse weather conditions, earthquakes, nuclear accidents, floods, governmental action, moratoriums or injunctions related to the construction and shortage of labor and materials (collectively a Force Majeure Event).

31. NON-DISCLOURE AND PUBLICITY.

Pursuant to Idaho Code, Customer shall not disclose to any third party the terms and conditions of this Agreement without the prior written consent of Ednetics.

32. NOTICES.

Any notice under this Agreement shall be in writing and be delivered either inperson, delivery service, 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:

University:	University of Idaho Contracts and Purchasing Services 875 Perimeter Drive MS 2006 Moscow, Idaho 83844-2006 Attn.: Julia R. McIlroy, Director Phone: (208) 885-6123 Fax: (208) 885-6060 Email: juliam@uidaho.edu
Contractor:	Ednetics, Inc. 971 South Clearwater Loop, Suite 1000 Post Falls, Idaho 83854 Attn.: Susan Lamb, Contract Administrator Phone: (208) 619-2679 Fax: (208) 619-4161 Email: susan.lamb@ednetics.com
With a copy to:	Ednetics, Inc. 971 South Clearwater Loop, Suite 1000 Post Falls, Idaho 83854 Attn.: Jenny George, Phone: (208) 777-4709 Fax: (208) 777-4708 Email: jenny@ednetics.com

University of Idaho Information Technology Services Contract Manager 875 Perimeter Drive MS 2006 Moscow, Idaho 83844-2006 Attn.: Mary George, ITS Director Phone: (208) 885-5222 Fax: (208) 885-7539 Email: maryg@uidaho.edu

University of Idaho Information Technology Services Service Owner 875 Perimeter Drive MS 2006 Moscow, Idaho 83844-2006 Attn.: Brian D. Cox, ITS Director Phone: (208) 885-7301 Fax: (208) 885-7539 Email: bdcox@uidaho.edu

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

33. SEVERABILITY.

The terms and conditions of this Agreement are declared severable if any term or condition of this Agreement or the application thereof to any person(s) or circumstance(s) is held invalid. Such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application.

34. ENTIRE AGREEMENT.

This Agreement, including all exhibits and attachments which are hereby included and incorporated, constitutes the entire Agreement between the parties. No change thereto shall be valid unless communicated in writing in the stipulated manner and signed by both the University and the Contractor.

The effective date of this contract is _____ October, 2015.

For the Regents of the UNIVERSITY OF IDAHO

EDNETICS, INC.

Sign

Sign

Julia McIlroy Print Shawn Swanby Print

Director Contracts & Purchasing Services Title

Date

President

Title

Date

Exhibit A | Usage Pricing

Long distance calls to points outside of the United States and Canada are considered international.	\$0.15 per minute
Directory Assistance	\$0.75 per call
Operator Assistance	Operator Assistance calls are charged to your credit card and current rates may be obtained from the Operator before placing your call.
Toll Free Service within the United States and Canada	\$1.00/number/per month; and \$0.025/per minute

Exhibit B | 911 Disclosure Statement

1. Enhanced 911 Service ("E911"): When a caller from a registered location dials the digits 9-1-1 from any telephone that is associated with a phone number and a registered address, the phone number and address are automatically presented to the local emergency center serving the location.

2. Basic 911 Service: When a caller from a registered location dials the digits 9-1-1 using any telephone, the call is sent to the local emergency center serving that location, the telephone number and address associated with that telephone for call back and location purposes is <u>not</u> transmitted. The Basic 911 Service emergency center is not equipped to receive, capture or retain the telephone number associated with the caller's telephone service or the registered address. Accordingly, callers must be prepared to provide both call-back and address information. If the call is dropped or disconnected, or if the caller is unable to speak, the emergency operator answering the call will not be able to call the caller back or dispatch help to the caller's address if call-back and address information has not been provided by the caller.

3. 911 service will not work if you experience a power outage, service outage, or a network disruption: To mitigate this possibility, Ednetics provides automatic fail over to analog lines; however, the battery back-up is Customer's responsibility. In the event the battery back-up runs down or fails, Customer should maintain an alternate means of calling emergency services at all locations, such as 911 capable wireless handsets or wireline analog lines.

4. You may not be able to reach the correct emergency services if your telephone number does not match your registered location information: To accurately route 911 calls to the appropriate emergency call center, Customer must provide at least one Direct Inward Dial telephone number for each separate address location using VoIP telephone service as the callback telephone number. To mitigate the possibility of not reaching the correct emergency services, Ednetics requires location information on all telephone number additions and/or changes that Ednetics or Customer perform.

5. You may not be able to reach the correct emergency services if you move your phone to a location different from the address initially registered or change your telephone number: Accurate location information must be registered each time Customer changes the phone's location or telephone number. If you do not, you may not be able to reach the correct emergency services and they may not be able to transfer your call to the correct emergency services. To mitigate this possibility, Ednetics will require this information on all moves, adds and/or changes Ednetics does for Customer and also of those that Customer performs.

6. Customer responsibility: It is Customer's responsibility to keep your registered locations and telephone numbers updated with Ednetics at all times, to make sure others know of the 911 limitations above and what to do in an emergency. Customer is also responsible to place 911 stickers or easily seen signs on or near your phones warning of the situations in 2 (if applicable), 3, 4, and 5 above.

7. Limitation of Liability and Disclaimers. CUSTOMER SPECIFICALLY AGREES THAT IN NO EVENT WILL EDNETICS OR ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING, DIRECTLY OR INDIRECTLY, FROM OR IN CONNECTION WITH ANY USE OF, OR INABILITY TO USE, THE SERVICES OR WITH ANY USE OF,OR INABILITY TO USE, EMERGENCY 911 SERVICES IN CONNECTION THEREWITH. CUSTOMER ALSO AGREES TO RELEASE AND DISCHARGE EDNETICS, TOGETHER WITH ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AND AGENTS, FROM ANY AND AGAINST ALL ACTIONS, LAWSUITS, CLAIMS, DAMAGES, JUDGMENTS, LIABILITIES AND EXPENSES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, THAT CUSTOMER MAY OTHERWISE HAVE IN CONNECTION WITH USE, WHETHER BY CUSTOMER OR BY ANY OTHER PERSON OF THE SERVICES THAT ARE PROVIDED TO YOU UNDER THIS AGREEMENT (COLLECTIVELY, "CLAIMS"). TO THE FULLEST EXTEND PERMITTED BY LAW, YOU WAIVE YOUR RIGHT (AND COVENANT NOT) TO BRING SUIT FOR SAID CLAIMS AGAINST EDNETICS OR ANY OF THE OTHER PERSONS MENTIONED ABOVE.

Acknowledged and Agreed

Signature

Name: _____

Title: Director Contracts & Purchasing Services

Date:

Exhibit C | Acceptable Use Policy

- 1. Unlimited Voice Services. Customer agrees to use the unlimited service plan for traditional voice or fax calling of duration comparable to that of an average business customer. Customer agrees they will not employ methods, devices or procedures to take advantage of the unlimited service plan by using the voice or fax services excessively or for means not intended by Ednetics. Excessive use is defined by Ednetics as use that substantially exceeds the average call duration used by all other Ednetics unlimited voice service plans caused by excessive local number conference calling, monitoring services, data transmissions of broadcasts or transmission of recorded material. Ednetics has the right to terminate Customers' Service if, in its sole discretion, Ednetics determines that that Customer's use of the unlimited plan violates this prohibition or is otherwise "unreasonable" or results in abuse of the unlimited minute service plan.
 - a. Examples of "unreasonable" use are:
 - i. Re-sell, re-brand, re-supply, re-market or commercially exploit the unlimited service plan, without written consent, in order to aggregate traffic from more than one customer over an "unlimited line or trunk;
 - ii. Set-up routing functionality such that only outbound long-distance traffic is sent over the unlimited service; or
 - iii. Engage in any other conduct which is fraudulent or results in significant network congestion or degradation.
 - b. Examples of "abusive" use are:
 - i. Autodialing;
 - ii. Continuous, repetitive or extensive call forwarding;
 - iii. Continuous call session connectivity;
 - iv. Fax broadcasting;
 - v. Fax blasting;
 - vi. Telemarketing; or
 - vii. Any other activity that would be inconsistent with reasonable business use that may cause network congestion or jeopardizes the integrity of Ednetics.
- 2. Lawful Purposes Only. Customer may use Ednetics Services for lawful purposes only. Customer may not use Ednetics Service or equipment in any way that is illegal, improper, or inappropriate. Illegal, improper or inappropriate uses of Ednetics Services and/or equipment include the following:
 - a. Interfering with the ability to provide service to the Customer or other customers;
 - b. Use of the Service to threaten, abuse, harass, defame, deceive, defraud, interfere or invade another's privacy or engage in any similar behavior;
 - c. Use of the Service to impersonate another person, send bulk unsolicited messages, use data mining techniques, or other automated devices or programs to catalog, download, store, or otherwise reproduce or distribute information from Ednetics or use any automated means to manipulate the service; or

- d. Use the Service for transmitting or receiving any communication or material of any kind which would constitute a criminal offense, give rise to a civil liability, or otherwise violate and applicable local, state, national or international law or encourage conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law.
- 3. Right of Termination. Ednetics reserves the right to terminate the Service immediately and without advance notice if Ednetics, in its sole discretion, believes that Customer has violated any of the above restrictions.
- 4. Theft of Service. Customer may not use or obtain the Service in any manner that avoids Ednetics policies and procedures, including an illegal or improper manner. Customer will notify Ednetics immediately in writing if Customer believes the Service is stolen, used fraudulently, or otherwise being used in an unauthorized manner. If Customer notifies Ednetics of one of these events, Customer must provide an account number and a detailed description of the circumstances of the theft, fraudulent use, or unauthorized use of the Service.
- 5. Revisions to this Acceptable Use Policy. Ednetics reserves the right to revise, amend, or modify this AUP at any time in any manner. Any revision, amendment, or modification ("Update") will be effective fifteen (15) calendar days after Ednetics sends notice to Customer, identified in Section 32. Notices, ITS Contract Manager, and ITS Service Owner advising of such Update to the AUP. Your continued use of our Services after the Update shall constitute your acceptance of the Update. If you have questions about the AUP, or about your rights and responsibilities, please contact your Account Manager.

Exhibit D| Service Level Agreement



Ednetics Voice

Ednetics Voice is a fully managed private-cloud based service, built on the award winning Cisco Unified Communications platform. It provides full enterprise features with lower initial capital expenditure and a lower total cost of ownership when compared to a traditional on-premise system. Ednetics Voice includes local dial-tone, local and long distance, international calling, access to directory assistance and operator services as well as Ednetics equipment and services integral to performance or delivery of Service. Designed specifically for the education community, Ednetics Voice is delivered over a private high performance network offering unparalleled performance and reliability.

Private Network

Ednetics delivers Voice service through dedicated and private connections to customer locations. We interface with our customers at multiple points of entry where possible, to provide enhanced resiliency and reliability of the service. Ednetics maintains and supports this network completely regardless of the upstream provider.

Conferencing

Ednetics Voice includes the bundled audio conferencing built into UCM. UCM version 11 which will include the following conferencing features:

- Allows both internal and external callers to join a conference by dialing a Conference Now IVR Directory Number
- An IVR application guides the caller to join the conference by playing an IVR announcement
- A conference is established using a Meeting Number, which is same as the Self-Service User ID. The meeting number can be configured by the administrator in the End User's page
- The host informs the Meeting Number, Time slot, and Attendees Access Code to all the participants
- Calls will queue and receive MOH until the host joins the bridge
- External/Internal Caller Access
- One centralized conference assistant number per cluster
- Flexibility for End User to configure Attendee Access Code
- IVR guided process
- Participants are placed on Music on Hold (MOH) until the host joins

Ednetics understands that the advanced conferencing functionality available in version 11 is highly desired by UI and will aggressively pursue an early-as-possible implementation of this software. The University needs to understand that Version 11 is a major update that must be thoroughly tested before it can be implemented.

Part of Your Technology Team

The Ednetics Voice Support Plan provides support coverage for all designated technology under one convenient plan. Ednetics Voice customers have access to the expertise of the entire Ednetics team of specialized engineers. The plan includes unlimited expert technical support via phone, e-mail and remote assistance. You also get guaranteed response times to quickly and efficiently resolve your technology support issues. We are proud to be part of your team.

Support Desk

Ednetics has a fully staffed, dedicated, support desk for quickly handling support requests. Support desk personnel enter individual support issues into the system so that each item can be properly tracked to its conclusion.

Account Manager

James Hersey E-mail: james.hersey@ednetics.com Toll Free: 888.809.4609

Support Information

In order to ensure your support request is properly received and response times are met, you must submit your support request through:

E-mail: support@ednetics.com Toll Free Phone: 877.809.4610 Ednetics Portal: portal.ednetics.com

Ednetics offices are open Monday through Friday 6 a.m. to 7 p.m. Pacific Standard Time excluding Ednetics observed holidays. For emergencies, an on-call technician can be reached 24x7. Normal cases submitted outside of Ednetics business hours will be queued promptly the next business day.

Response Times

Ednetics will respond to properly submitted requests for support within the time specified below.

EMAIL SUPPORT

4 business hour response time

PHONE SUPPORT 4 business hour response time

REMOTE SUPPORT 4 business hour response time

ONSITE SUPPORT Scheduled. Emergency onsite support is available next business day or as replacement parts are available.

SYSTEM OUTAGE 1 hour or less response time

ON-SITE SUPPORT Billed hourly at \$125/hour

MAC SLA Ednetics will resolve all normal MAC requests within 2 business days.

Remote Support

Ednetics will provide remote support via VPN, WebEx, phone, and e-mail, for items covered under this plan. This support includes troubleshooting for existing equipment and configurations. If during the course of remote support, Ednetics finds it necessary, on-site support services will be scheduled.

Onsite Support Services

On-site support services are available at a reduced, flat-rate. Travel is billed at half the on-site rate. If a support issue cannot be resolved via remote support, on-site support services will be scheduled next business day or as replacement hardware is available.

Moves, Adds and Changes

The Ednetics support staff will assist our customers with processing MAC requests (see definitions) remotely using system

CONSENT - BAHR - SECTION II

management tools.

Hardware Support

Phone handsets come with a one-year manufacturer warranty, which can be renewed by the customer. Ednetics support staff will assist in identifying cases where hardware repair or replacement is necessary. Ednetics can also assist in the resolution of hardware cases up to repair or replacement. With the exception of Ednetics owned equipment, hardware repair or replacement requires 3rd party warranty (such as Cisco SMARTnet).

Ednetics stocks handsets for rapid replacement in Post Falls, Moscow, and Boise. These handsets may be purchased or added to the customer's lease agreement.

Technology and Personnel Requirements

This plan requires the use VPN access. The customer firewall must be capable of IPSEC or SSL VPN connectivity. This is necessary to improve remote response capability. Alternatively, we can provide an Ednetics-owned firewall to be used for VPN termination.

This plan also requires the designation of a customer personnel resource, or resources with administrator level credentials for all items under support to participate in remote troubleshooting when necessary.

Support Management Meetings

For the first six months of the contract, monthly support meetings will be held. After the first six months support meetings can be requested quarterly. The support meetings will be used to discuss the high-level status of the support relationship between the Customer and Ednetics, including processes and procedures. These meetings will be held as conference calls or WebEx.

System Administrator Training

Administrative training will be provided at the time of project implementation. Sessions are recorded and made available for customer use. Additional remote training sessions may be requested up to twice per contracted year.

Exclusions

This plan is not intended to provide tier I support (see definitions) or as a replacement for existing customer resources. It is intended supplement existing customer resources by providing technical support at tiers II and III (see definitions). This plan is not intended to provide desktop or handset support to end users, their workstations or software applications. This plan does not include the setup of new equipment or software, new configurations or configuration changes (other than MAC). On-site MAC requests are not covered and would be handled separately on a time and materials or project basis. Cisco Unified Contact Center support excludes the creation of new applications and the creation of new or modification of existing scripts. This contract does not provide hardware warranty or replacement (except for Ednetics owned equipment). However, hardware repair or replacement assistance is available and can be obtained through the Ednetics support desk.

Definitions

Ednetics Observed Holidays

New Year Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, December 25, December 24 or 26.

Move, Adds and Changes (MACs)

These are system administration tasks, which become necessary when users or certain devices are added to, removed from or change their location on the network or phone system. Ednetics Voice Support Plan currently covers the following types of MACs:

CISCO VOICE

Phone line changes, User display changes, Call behavior e.g.; hunt groups, Addition of a new phone instrument, E911 Update, User Management in Unity Connection, Variations to Message Handler, VM PIN reset, add/remove line, CCX User/Application Management (agent/supervisor/group assignments, associate application with existing scripts or prompts).

Tier I Support

Initial support level, end-user support, and basic customer issues. Tier I Support is not included in the plan.

Tier II Support

Administrator support level, more in-depth customer issues, investigating and trouble-shooting to solve issues.

Tier III Support

Highest support level, expert level trouble-shooting and analysis

Ednetics Portal

Ednetics Portal is our tool for simplifying MACs, providing access to billing records and call statistics/details, view/update current and resolved support cases.

Ednetics welcomes user feedback to improve or enhance our Portal. These requests can be made through our normal support channels.

If a custom need arises that is unique to a specific customer, an enhancement project can be coordinated at a negotiated rate.

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University of Idaho

Contracts & Purchasing Services

Mailing Address: 875 Perimeter Drive MS2006 Moscow, Idaho 83844-2006

Request for Proposals No. 15-30M

for

Unified Communications as a Service (UCaaS)

Julia R. McIlroy, Director Contracts & Purchasing Services

Phone: 208.885.6123 juliam@uidaho.edu www.purchasing.uidaho.edu

Date Issued: February 1, 2015

Proposals Due: March 3, 2015

ATTACHMENT 2 UNIVERSITY OF IDAHO REQUEST FOR PROPOSALS NO. 15-30M

PROPOSAL RESPONSE CERTIFICATION

DATE

The undersigned, as Proposer, declares that they have read the Request for Proposals, and that the following proposal is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged that addenda numbers _____ to ____ have been received and were examined as part of the RFP document.

Name
Signature
Title
Company
Street Address
City, State, Zip
Telephone Number and Fax Number
Cell Phone Number
E-mail Address
State of Incorporation
Tax ID Number
Business Classification Type (Please check mark if applicable): Minority Business Enterprise (MBE) Women Owned Business Enterprise (WBE) Small Business Enterprise (SBE) Veteran Business Enterprise (VBE) Disadvantaged Business Enterprise (DBE)
Business Classification Type is used for tracking purposes, not as criteria for award.

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SECTION 1 -INSTRUCTIONS TO PROPOSERS

1.1 SCOPE OF WORK

The University of Idaho (herein referred to as the University) is soliciting proposals for a Hosted (Cloud) Unified Communications System to provide telephony services for its main campus located in Moscow, Idaho and branch campuses across the state of Idaho. This service may be referred to as Unified Communications as a Service (UCaaS) or Unified Communications (UC).

Proposals must be SEALED and CLEARLY IDENTIFIED with the Request for Proposals' number, due date and time, Proposer's name and address, and submitted no later than 4:00 p.m. (PST), on **March 3, 2015** to:

University of Idaho - Contracts & Purchasing Services

875 Perimeter Drive MS 2006

Moscow, ID 83844-2006

Proposals may be submitted in-person. A facsimile response or an electronic response to this Request for Proposals does not meet the requirement of a sealed proposal and will not be accepted.

The proposal must be signed by such individual or individuals who have full authority from the Proposer to enter into a binding Agreement on behalf of the Proposer so that an Agreement may be established as a result of acceptance of the proposal submitted. By reference, the terms and conditions set forth in the Request for Proposals shall serve as the Agreement terms and conditions. In addition, the laws of the State of Idaho shall apply. No other terms and conditions will apply unless submitted as a part of the proposal response and accepted by the University.

Proposals received after the exact time specified for receipt will not be considered.

1.2 REQUEST FOR PROPOSAL SCHEDULE

February 1, 2015	Request for Proposals issued
February 13, 2015	Pre-Proposal Telephone Conference
February 18, 2015	Inquiries Due
March 3, 2015	Proposals Due by 4:00 p.m. (Pacific Standard Time)
March 13, 2015	Finalists selected
March 16, 2015	Finalists will build a functional prototype service (See 3.3)
March 27, 2015	Finalists prototype build work must be completed
March 30 - April 6	Finalists on-campus presentations to RFP evaluation committee

All inquiries concerning this RFP must be submitted in writing and received by Purchasing Services no later than February 18, 2015 to:

Julia R. McIlroy, Director, Contracts & Purchasing Services

E-mail: juliam@uidaho.edu

Proposers should consider Purchasing Services as the first and prime point of contact on all matters related to the procedures associated with this RFP. If additional information is needed from any source, Purchasing Services will work with the Proposer and with the various offices of the University to gather that information.

1.3 INTERPRETATION, CORRECTIONS, OR CHANGES IN RFP

Any interpretation, correction, or change in the RFP will be made by addendum by the University. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and no Proposer may rely upon any such interpretation, correction, or change.

1.4 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A Proposer may modify or withdraw a proposal at any time prior to the specified time and date set for the proposal closing. Such a request for modification or withdrawal must be in writing, and executed by a person with authority as set forth under paragraph 1-2 above, or by facsimile notice subsequently confirmed in writing.

1.5 ERASURES AND INTERLINEATIONS

Erasures, interlineations, or other changes in the proposal must be initialed by the person(s) signing the proposal.

1.6 ACKNOWLEDGMENT OF ADDENDUMS TO RFP

Receipt of an addendum to this RFP must be acknowledged by a Proposer on the Proposal Response Certification (Attachment A).

1.7 PROPOSAL COPIES

Eight (8) complete copies of the proposal shall be submitted to the University.

1.8 OFFER ACCEPTANCE PERIOD

A proposal shall constitute an offer to contract on the terms and conditions contained in this RFP and the proposal. Said proposal shall constitute an irrevocable offer for ninety (90) calendar days from the proposal opening date, even if the University makes one or more counter offers.

1.9 REJECTION OF PROPOSALS

The University in its sole discretion, expressly reserves the right to reject any or all proposals or portions thereof, to reissue a Request for Proposal, and to waive informalities, minor irregularities, discrepancies, and any other matter or shortcoming.

1.10 PROPOSAL PRICE

The prices submitted in the proposal shall include everything necessary for the prosecution and completion of the Agreement including, but not limited to, furnishing all materials and all management, supervision, labor and service, except as may be provided otherwise in the Agreement Documents. In the event of discrepancy between the unit prices and their extensions, the total price will be adjusted accordingly. In the event of discrepancy between the sums of the extended total prices, the Total Proposal Price will be adjusted accordingly. The proposal price shall not include any allowance for Idaho State sales/use tax.

The University will evaluate the total price for the basic requirements with any options(s) exercised at the time of award. Evaluation of options will not obligate the University to exercise the option(s).

The University may reject an offer if it is materially unbalanced as to process for the basic requirements and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices that are significantly overstated for other work.

1.11 TERM OF AGREEMENT

The proposal shall be based on a term of three (3) years, commencing upon the date of execution by the university. The agreement may, if mutually agreed upon in writing, be extended by three (3), two-year increments for a total of six (6) additional years, provided written notice of each extension is given to the Proposer at least thirty (30) days prior to the expiration date of such term or extension. In the event funding approval is not obtained by the University, this Agreement shall become null and void effective the date of renewal. During extension periods, all terms and conditions of this Agreement shall remain in effect.

CONSENT - BAHR - SECTION II

1.12 AWARD OF AGREEMENT

The University shall make the award to the responsible Proposer whose proposal will be most advantageous to the University with respect to price, conformance to the specifications, quality, and other factors as evaluated by the University. The University is not required or constrained to award the Agreement to the Proposer proposing the lowest price.

The University may award an Agreement on the basis of initial offers received, without discussion; therefore, each initial offer should contain the Proposer's best terms from a cost and technical standpoint.

1.13 PUBLIC AGENCY

The Proposer has agreed to extend contract usage to other public agencies, such as any city or political subdivision of this state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities or any political subdivision created under the laws of the State of Idaho; any agency of the state government; or any city or political subdivision of another state.

1.14 PROPOSAL CONFIDENTIALITY

Each Proposer agrees that the contents of each proposal submitted in response to this RFP is confidential, proprietary, and constitutes trade secret information, as defined in Idaho Code 9-340D(1), as to all technical and financial data LABELED CONFIDENTIAL BY THE PROPOSER, and waives any right of access to such information, except as provided for by law. Except as determined by the University's Office of Purchasing Services, in its sole discretion, no information will be given regarding any proposals or evaluation progress until after an award is made, except as provided by law.

1.15 F.A.R. REQUIREMENT

All purchase orders and contracts issued by the University of Idaho are subject to F.A.R. 52.209-6. Supplier warrants that supplier or its principals are presently debarred, suspended or proposed for debarment by the federal government.

1.16 RECORD OF PURCHASES

Proposer will provide Purchasing Services a detailed usage report of items/services ordered, quantities, and pricing under this Agreement upon request.

1.17 APPEAL OF AWARD

A Proposer aggrieved by the award of an Agreement may file an appeal by writing to the Director of Purchasing Services. The appeal must be received by the Director of Purchasing Services within five working days after the award is made, must describe the basis for the appeal, and must include all arguments and evidence the Proposer wishes the Director of Contracts & Purchasing Services to consider. Keeping track of the date an award is made is the responsibility of the Proposer(s).

1.18 INSTRUCTIONS FOR PREPARING PROPOSALS

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in **the RFP. Using this RFP as a source document, fill in your response immediately following the question.** If there are any requirements that require clarification, additional relevant information or the Proposer needs to take exception to, please indicate after the appropriate question. Use an alternative color font to allow your answers to be easily recognizable. The minimum requirements and packaging for the preparation and presentation of a response are as follows:

- Answer all questions immediately following the question text.
- Use a font color other than black so answers are easily identified.
- Use N/A to indicate if something is not applicable. CONSENT BAHR SECTION II

• Proposal must be printed on 8¹/₂" by 11" paper.

Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straight-forward manner.

Proposers are expected to examine the entire Request for Proposals, including all specifications, standard provisions, and instructions. Failure to do so will be at the Proposer's risk. Each Proposer shall furnish the information required by the Request for Proposal. Periods of time, stated in number of days, in this request or in the Proposer's response, shall be in calendar days. Propose your best price on each item.

1.19 PRE-PROPOSAL MEETING

A pre-proposal conference call is scheduled for February 13, 2015 -- 9:00 am – 11:00 am PST. This is a nonmandatory meeting, however, participation is recommended. University of Idaho participants will include staff members from Information Technologies Services.

Call information:

USA Toll-Free:	888-706-6468
USA Caller Paid:	215-446-0193
Participant Code:	4618250

1.20 TERMS, ACRONYMS & DEFINITIONS

Terms	Definition
Equipment	Includes onsite vendor-provided devices including IP handsets, gateways,
	call controllers, etc.
Manufacturer(s)	The company or companies that make the solution components and
	provide the Proposer with technical support and upgrades to the
	underlying systems.
Proposer	The entity that is providing a solution and pricing in response to this
	Request for Proposals. Proposer will be responsible for the successful
	implementation support of the solution.
Service Provider	The firm supplying the carrier services elements, although this may be the
	same company that is the Proposer in some situations.
Vendor	The proposing firm that is responsible for the solution. For purposes of
	this RFP, the terms Vendor, Proposer, and Contractor may be used
	interchangeably, although Proposer is limited to referencing potential
	Vendors (pre-award) and Contractor is specifically referencing the
	awarded Vendor.
Acronyms	
ACL	Access Control List
AD	Active Directory
ANI	Automatic Number Identification
ASA	Adaptive Security Appliance
CAT	Category
CDA	Coeur d'Alene
CDR	Call Detail Record
CGL	Commercial General Liability
CO	Central Office
DHCP	Dynamic Host Configuration Protocol
DID	Direct Inward Dialing
DNS	Domain Name System
DR	Disaster Recovery
E911	Enhanced 911
ERP	Enterprise Resource Planning application (Banner)
FAR	Federal Acquisition Regulation
FOB	Freight on Board
GUI	Graphical User Interface
IP	Internet Protocol
IRON	Idaho Regional Optical Network
ISC	Internet Systems Consortium
ISDN CONSENT - BAHR - 1	SECTION I Services Digital Network TAB 1 Page

	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
ISP	Internet Service Provider	
ISU	Idaho State University	
ITS	Information Technology Services	
LAN	Local Area Network	
LAP	Lightweight Access Points	
LLDP-MED	Link Layer Discovery Protocol – Media Endpoint Discovery	
MAC	Media Access Control	
MACD	Moves, Adds, Changes, and Disconnects	
MPLS	Multiprotocol Label Switching	
NARS	Network Access Register	
NAT	Network Address Translation	
NMS	Network Management System	
PAT	Port Address Translation	
PC	Personal (Desktop) Computer	
PDF	Primary Distribution Frame	
PoE	Power Over Ethernet	
POP	Participant Operational Practices	
POTS	Plain Old Telephone Service	
PRI	Primary Rate Interface	
PSAP	Public Safety Answering Points	
PSK	Pre-Shared Key	
PT	Port Address Translation	
QoS	Quality of Service	
RFP	Request for Proposal	
SIEM	Security Information and Event Management	
SIP	Session Initiation Protocol	
SLA	Service Level Agreement	
SOC	Switching Office Code	
SSIDS	Service Set Identifiers	
UC	Unified Communications	
UCaaS	Unified Communications as a Service	
UI	University of Idaho	
UPS	Uninterruptable Power Source	
VLAN	Virtual Local Area Network	
VoIP	Voice Over Internet Protocol	
VPN	Virtual Private Network	
WLC	Wireless LAN Controllers	
WPA2	Wi-Fi Protected Access II	
		

SECTION 2 - PROPOSER QUALIFICATIONS AND INFORMATION

2.1 CONTACT INFORMATION

Provide contact information for the Proposer and any other components (describe) proposed as part of the solution

Proposer - core product/service		Email Address	Phone
	Account Representative		
	Contract Executive		
	Sales Engineer		
Additional components		Email Address	Phone
	Point of Contact		
	Point of Contact		

2.2 PROPOSER INFORMATION

Provide information for the following:

- A. Parent company (if applicable):
- B. State of incorporation:
- C. Federal identification number:
- D. Idaho business license number:
- E. Size of organization:
- F. Total number of installed base customers:
- G. Total number of installed base users licensed:
- H. How long has your solution been based on the proposed platform?
- I. Describe your certifications and credentials that indicate your expertise and commitment to a cloud solution practice. Also provide specific designations that identify specialty areas of focus and capability.
- J. Please provide a list and relationships of any other legal entities proposed in the delivery of these service.

2.3 KEY PERSONNEL

2.3.1 PROPOSER PERSONNEL

The proposal must include a list of project team members, including technical staff, available to service equipment at the customer premises, as well as at the hosted site, during and after the installation.

The University prefers to retain the same key personnel, including Proposer's Project Manager and Software Engineer(s), over the length of the project. Any unavoidable changes in key personnel must be communicated to the University in writing with as much advance notice as possible.

Using the following table, provide a list of the proposed project team members. The list shall include the role and responsibility for each team member and any pertinent certifications they have obtained.

Specific roles that should be itemized include:

- A. Project Manager
- B. System Engineer (for each proposed system)
- C. Trainer

	Location	

2.3.2 UNIVERSITY PERSONNEL

Provide a list of team member roles, quantities of each, and the expected duration personnel are needed, to support the implementation of the service, that the University will need to dedicate to this project.

Role and Description	Quantity needed	Estimated effort and duration needed by role

2.3.3 CUSTOMER REFERENCES

The Proposer must submit a minimum of three (maximum of five) relevant customer references for which the Proposer has provided a similar solution within the last three years. The systems must be currently in full production use and be of similar size and complexity to the University. The solution must be presently in full production use (sales pending implementation of key components do not qualify). References of all Proposers may be contacted at any time throughout the RFP process.

Reference 1– Client Name:	State:	Type of Business:
Contact Name:	Job Title:	Phone Number:
System Replaced:	Email Address:	
Number of Users	When Implemented:	
Description / Notes:		

Reference 2 – Client Name:	State:	Type of Business:
Contact Name:	Job Title:	Phone Number:
		TAB 1 Page 38
	_	IAD I Faye Ju

System Replaced:	Email Address:		
Number of Users:	When Implemented:		
Description / Notes:	<u>.</u>		
Reference 3 – Client Name:	State:	Type of Business:	
Contact Name:	Job Title:	Phone Number:	
System Replaced:	E-mail Address:		
Number of Users	When Implemented:		
Description / Notes:			
Reference 4 – Client Name:	State:	Type of Business:	
Contact Name:	Job Title:	Phone Number:	
System Replaced:	Email Address:		
Number of Users:	When Implemented:		
Description / Notes:			

Reference 5 – Client Name:	State:	Type of Business:
Contact Name:	Job Title:	Phone Number:
System Replaced:	E-mail Address:	
Number of Users:	When Implemented:	
Description / Notes:		

SECTION 3 - TECHNICAL AND FUNCTIONAL SPECIFICATIONS

The University of Idaho currently has multiple disparate telephone systems (five different telephone systems in use at the five in-scope locations) across the state which has resulted in unnecessary complexity and inefficiencies; multiple vendors, multiple contracts, multiple support systems, and multiple technologies. This variety of vendors, services, dial plans, features and functionality, etc., contributes to a perception of separation between University locations. We hope to change some of this perception by implementing a common (unified) communication system for all UI employees that:

- 1. integrates into other existing communications systems such as email and cell phones,
- 2. supports our Customer's requirements for telephone system functionality,
- 3. is more efficient and less costly to maintain, and
- 4. offers common services to everyone regardless of their location.

In many cases only a basic package of voice services will be required, but the proposed solution should also provide the University with the ability to add features and enhanced functionality over time.

Our plan for implementation includes a phased approach. Currently in the scope of this RFP, as the first phase, are the following locations in Idaho - Moscow (Main Campus), Coeur d'Alene, Post Falls, Boise, and Idaho Falls (Branch Campuses). The remaining University locations (approximately 40 small sites) will be upgraded, in a timeframe yet to be determined, after the initial rollout is complete.

After the initial implementation, the University envisions a continued evolution where advanced features and UC functionality will be deployed over time. In the future and where possible, the University will encourage alternative approaches such as soft-phones and mobile devices as a replacement for fixed telephone sets.

3.1 CURRENT ENVIRONMENT

3.1.1 CURRENT NETWORK AND INFRASTRUCTURE ENVIRONMENT

3.1.1.1 Network and Infrastructure – UI Moscow and UI Wide Area Network (WAN)

- A. The University owns and maintains a comprehensive inter-building fiber infrastructure and owns all of the intrabuilding copper and fiber infrastructure. In-building copper is CAT 5E or better. It should be noted that the University does not own the existing inter-building telephony copper plant—it is owned by Frontier.
- B. Battery backup / UPS services are not provided to network equipment in network closets.
- C. The University of Idaho data network has a 10 Gbps backbone on the Moscow campus. The primary Internet connection on the Moscow campus is 10 Gbps and the diverse/redundant backup Internet connection is 800 Mbps. Most buildings on the Moscow campus have a 1 Gbps uplink to the core network, but some smaller buildings have one or more 100Mbps uplinks to the core. Most network closets have a single 1 Gbps Cisco Power over Ethernet (PoE) switch. Some closets have 100 Mbps HP Procurve PoE switches. Together, almost all of our approximately 185 network closets already have PoE infrastructure in place.
- D. Given that there is very little network congestion on the Moscow campus Quality of Service (QoS) has not been implemented.
- E. The Wide Area Network (WAN) consists primarily of Metro Ethernet service provided by Idaho Regional Optical Network (IRON) across the state of Idaho. The in-scope Boise, Coeur d'Alene, Post Falls and Idaho Falls campuses are connected to Moscow at 1 Gbps.
- F. WAN campuses do not have backup ISP connections at this time.
- G. The University Wireless Local Access Network (WLAN) is based on Cisco Wireless LAN Controllers (WLC), with lightweight access points (LAPs). The WLC is connected to the core network at 10 Gbps. The Moscow campus has over 1,000 LAPs in over 120 buildings, including University Housing and Greek living groups. All LAPs support both 2.4 GHz and 5 GHz bands. Most non-residential LAPs support 802.11N speeds. The WLC does not forward Layer 2 broadcasts. Multiple Internet Protocol (IP) subnets of 1024 IPs are used for wireless users. Different subnet pools are used for Staff and Faculty than for Students. There are three Service Set IDentifiers (SSIDs) used on campus. The AirVandalGold SSID is using Wi-Fi Protected Access 2 (WPA2) Enterprise with 802.1X authentication and is only available in non-residential buildings. The AirVandalHome SSID is using WPA2 Enterprise with 802.1X authentication and is only available in residential buildings. The AirVandalGuest SSID is using WPA Pre-Shared Key (PSK) and is available everywhere, but has limited access to university services and limited Internet bandwidth. The WLC is managed with Cisco Prime Infrastructure. The WLC is in a high availability pair located in the primary and backup data centers.
- H. The University network firewall infrastructure is based on Cisco's Adaptive Security Appliance (ASA). Firewalls are connected to the core network at 10 Gbps. There are two contexts for the firewall. One firewall context is an access firewall. Nost end-user subnets have the access firewall as the default gateway. The access firewall end-user TAB firewall end-user the access firewall as the default gateway. The access firewall end-user the access firewall end-us

network policy allows all outbound connections, but no inbound connections from off subnet. This is the case for all wireless subnets and many wired subnets. The second firewall context is the border firewall. Most subnets, that do not have an access firewall or local router Access Control List (ACL), route through the border firewall to communicate with the Internet. By default the border firewall policy allows outbound access only to the Internet. It is possible to configure border firewall policy exceptions that allow Internet access to servers in these subnets. The ASA is managed with Cisco Security Manager (CSM). The Cisco ASA is in a high availability pair located in the primary and backup data centers. Our current ASA design does not support Multicast routing.

- I. The University of Idaho IP address management tool is a homegrown Network Management System (NMS). The UI NMS tool is used to register Media Access Control (MAC) addresses, Internet Protocol IP addresses and Domain Name System (DNS) names of all authorized devices on the UI network. The UI NMS pushes updated configuration files to the Internet Systems Consortium (ISC) dhcpd servers and ISC BIND servers, used for Dynamic Host Configuration Protocol (DHCP) and DNS services, respectively. The DNS and DHCP services are in a high availability pair located in the primary and backup data centers. At this time, the university does not use private address space, and therefore does not use Network Address Translation (NAT) or Port Address Translation (PAT), or split DNS. As part of this project, the NMS will be updated to support private address space for a VoIP handset deployment at the Moscow Campus. PAT or NAT would need to be implemented if traffic to/from private address space needs to be routed outside the UI network. The university has a class B IP version 4 network. The university has not yet acquired an IP version 6 (IPv6) address assignment and we do not route IPv6.
- J. The University offers Virtual Private Network (VPN) services to end users using a Cisco ASA and Anyconnect clients. The selected proposer would be eligible for accounts to use with the University's VPN service. The Cisco ASA is in a high availability pair located in the primary and backup data centers.
- K. 85 buildings and 185 wiring closets

3.1.1.2 Network and Infrastructure – UI Coeur d'Alene

- A. 1 Gbps Metro Ethernet connection, provided by IRON, to the main campus in Moscow.
- B. CAT 5E or better copper wiring.
- C. Battery backup / UPS services are not provided in network closets.
- D. All network-connected devices are registered to the University's Network Management System and use the University's central DHCP and DNS services.
- E. Power over Ethernet is available in all network closets.
- F. Network switches are Cisco and/or HP products.
- G. Redundant WAN connections are <u>not</u> in place.
- H. With current bandwidth availability and usage, congestion is not an issue and therefore QoS is not in place.
- I. 1 building and 3 wiring closets

3.1.1.3 Network and Infrastructure – UI Post Falls

- A. 1 Gbps Metro Ethernet connection, provided by IRON, to the main campus in Moscow.
- B. CAT 5E or better copper wiring.
- C. Battery backup / UPS services are not provided in network closets.
- D. All network-connected devices are registered to the University's Network Management System and use the University's central DHCP and DNS services.
- E. Power over Ethernet is available in all network closets.
- F. Network switches are Cisco and/or HP products.
- G. Redundant WAN connections are not in place.
- H. With current bandwidth availability and usage, congestion is not an issue and therefore QoS is not in place.
- I. 1 buildings and 2 wiring closets

3.1.1.4 Network and Infrastructure – UI Boise (Water Center)

- A. 1 Gbps Metro Ethernet connection, provided by IRON, to the main campus in Moscow.
- B. CAT 5E or better copper wiring.
- C. Battery backup / UPS services are not provided in network closets.
- D. All network-connected devices are registered to the University's Network Management System and use the University's central DHCP and DNS services.

CONSENT - BAHR - SECTION II network closets.

- F. Network switches are Cisco and/or HP products.
- G. Redundant WAN connections are not in place.
- H. With current bandwidth availability and usage, congestion is not an issue and therefore QoS is not in place.
- I. 1 building and 13 wiring closets

3.1.1.5 Network and Infrastructure – UI Idaho Falls

- A. 1 Gbps Metro Ethernet connection, provided by IRON, to the main campus in Moscow.
- B. The LAN in Idaho Falls is scheduled for a forklift upgrade in 2015 and will be completed before a UC implementation.
- C. <u>CAT 3</u> or better copper wiring.
- D. Battery backup / UPS services will not be provided in network closets.
- E. All network-connected devices will be registered to the University's Network Management System and use the University's central DHCP and DNS services.
- F. Power over Ethernet will be made available in all network closets.
- G. Network switches will be Cisco and/or HP products.
- H. A redundant WAN connection may be in place, but dial tone survivability will still be required.
- I. With current bandwidth availability and usage, congestion is not an issue and therefore QoS is not in place.
- J. 3 buildings and 4 wiring closets

3.1.2 CURRENT TELEPHONY ENVIRONMENT

3.1.2.1 Telephony – UI Moscow

- A. The University's campus in Moscow utilizes CentraNet services, including voice mail, provided by Frontier.
- B. The majority of Moscow's approximately 3,200 telephone sets are single-line analog, with a smaller percentage of ISDN digital phones for users that require multi-line appearances and enhanced features. The make and model of analog handsets is extremely diverse with many end users having selected and purchased their own instrument.
- C. Approximately 150 additional lines are provided by an Avaya Communications / Modular Messaging system maintained by University's Information Technology Services. This system was installed as a VoIP pilot project 3 years ago.
- D. 5-digit dialing is in place between the Centranet (legacy) and Avaya (VoIP) systems. Any distinctions between the two systems are transparent to the customer.
- E. A block of 10,000 DID numbers, owned by Frontier communications and leased by UI, are currently available for UI to use and assign.
- F. Local services to Moscow and surrounding communities are provided, toll-free, by Frontier Communications on a community-plus trunking plan.
- G. Long distance service is provisioned by Century Link communications. Long distance is handed off to Century Link from the Frontier Central Office (CO) located in Pullman, WA.
- H. All University telephony moves, adds, changes, and disconnects (MACD's); telephone-related service calls; troubleshooting; repairs; and other issues are coordinated between UI Information Technology Services (ITS) staff and Frontier.
- I. Invoicing for telephone services, billing issues, credit requests, account setups, and other financial-related services are coordinated between the University ITS staff and Frontier.
- J. University telephone charges are downloaded and collated within ITS and distributed to University departments through a third-party tele-management application.
- K. Although the University has fiber cabling in place to connect the data networks for VoIP transport, any analog-based services will need to be served via in-building gateways, except where Frontier POTS / business lines are utilized.
- L. The University will separately contract for approximately 100-300 legacy POTS phone lines for "life safety" applications, elevators, fire alarms, residential, and courtesy phones.

3.1.2.2 Telephony – UI Coeur d'Alene

A. Telephone service is provided by the same Avaya Communication Manager pilot project mentioned above. Approximately 60 phone lines are connected to a local survivable call processor and to the main Avaya system in Moscow via a Gigabit Ethernet WAN connection.

- B. A local PRI circuit provides access to local phone numbers (inbound and outbound, including life safety and 911) and serves as a failover connection when the primary WAN connection is offline.
- C. 5-digit dialing is configured between Moscow, Coeur d'Alene and Post Falls the sites using the Avaya system. Calls to the Moscow community are toll free from Coeur d'Alene.
- D. UI is leasing the DID numbers in use from Frontier.
- E. In-building copper wire is owned by UI and is CAT 5E or better.
- F. All telephone service requests, billing, provider coordination, etc. are performed by University ITS staff in Moscow.

3.1.2.3 Telephony – UI Post Falls

- A. Telephone service is provided by the same Avaya Communication Manager pilot project mentioned above. Approximately 3 business-class phone lines are connected to a local survivable call processor and to the main Avaya system in Moscow via a Gigabit Ethernet WAN connection.
- B. The business-class lines provide access to local phone numbers (inbound and outbound, including life safety and 911) and serve as a failover connection when the primary WAN connection is offline.
- C. 5-digit dialing is configured between Moscow, Coeur d'Alene and Post Falls. Calls to the Moscow community are toll free from Post Falls.
- D. UI is leasing the DID numbers in use from Frontier.
- E. In-building copper wire is owned by UI and is CAT 5E or better.
- F. All telephone service requests, billing, provider coordination, etc. are performed by University ITS staff in Moscow.

3.1.2.4 Telephony – UI Boise

- A. The University campus in Boise receives its telephone services from both Boise State University and the State of Idaho IT departments, located in Boise. Boise State University provides most but not all of the phone lines in use at UI Boise, the remainder are provided by the State of Idaho. BSU provides long distance services, DID's, trunking, voice mail, telephone instruments and MACD's. The State of Idaho provides trunking, DID's, repair and long distance services from Century Link and optional voice mail services.
- B. There is no common dialing plan between these systems and other UI telephone systems. Calls from Boise to other UI locations are long distance as are calls made to UI Boise.
- C. Local survivability services are not currently in use in Boise.
- D. DID's are included in the service provision.
- E. In-building copper wire is owned by UI and is CAT 5E or better.
- F. All telephone service requests, billing, provider coordination, etc. are performed by University ITS staff in Moscow.

3.1.2.5 Telephony – UI Idaho Falls

- A. Local telephone services are primarily provided by Idaho State University (ISU). There are some telephones and service provided by the State of Idaho.
- B. Telephone systems are tightly integrated into a business model which emphasizes a seamless appearance between ISU and UI services.
- C. DID's are included in the service provision.
- D. There is no common dialing plan between this system and other UI telephone systems. Calls from Idaho Falls to other UI locations are long distance as are calls made to UI Idaho Falls.
- E. In-building copper wire is owned by UI and is <u>CAT 3</u> or better.
- F. All telephone service requests, billing, provider coordination, etc. are performed by UI staff in Idaho Falls, except for State of Idaho-provided telephone services which are coordinated by UI staff in Moscow.

3.1.3 CURRENT COMPUTING ENVIRONMENT

The University of Idaho hosts a diverse computing environment. Some services such as networking, data center management, and data storage are mostly centralized while support for desktops and application licenses are more decentralized. While Information Technology Services (ITS) offers services such as desktop purchasing and support, some departments purchase, manage, and maintain their own desktop devices and even some servers.

For desktops, employees have University-owned equipment running currently supported Microsoft Windows and Apple OS X operating systems. ITS is the central IT support group for the University, owning Active Directory and Service Center Configuration Manager. These systems are utilized by only some of the desktop computers at the University, as connection to these services is not required in practice or policy.

ITS offers Office 365 as the primary productivity, email, and collaboration tool. UI also is utilizing some other Microsoft hosted solutions, although not currently utilizing Azure for Active Directory services. The current environment is not favorable for easy installation and maintenance of software clients on equipment other than those few managed within the Service Center Configuration Manager.

3.1.3.1 Desktop Operating Systems

The most recent version plus one prior version are supported by the University (currently Windows 7, Windows 8+, OS 10.9, and OS 10.10).

3.1.3.2 Directory Services

Load-balanced Active Directory domain controllers provide directory information for ITS-based services. Less than half of all UIowned computers are joined to the domain and use Active Directory for authentication. Group Policy is available for trusted computers, but with very limited use institutionally. Other services use a combination of LDAP authentication and federation (see below).

3.1.3.3 Identity and Access Management

Active Directory Federated Services maintains trusts with aggregate service providers (SPs). The University is a member of InCommon and has published Participant Operational Practices (POP). See: https://webpages.uidaho.edu/incommonpop/incommonpop.pdf

3.1.3.4 Office 365

This is the University's choice for messaging and collaboration services via a Microsoft hosted model for all students, faculty and staff. Supported features include email, calendaring, address books and contacts, instant messaging and collaboration, and OneDrive for Business/SharePoint Online.

3.1.3.5 System Center Configuration Manager

Approximately 1300 University computers, including most student computing lab computers, are fully managed through Configuration Manager. This is less than half of all domain-joined computers and less than a quarter of all University-owned computers.

3.1.3.6 Portable/Mobile Devices

The University looks forward to the possibilities of on-network wireless offerings in the future. Today, we support Android, Windows, and iOS devices as long as features include industry standard technologies such as wireless a/g/n, 802.1X authentication, activesync, SSL, etc. The University does not have standardized mobile device management for University-owned or personal devices.

3.1.3.7 VPN

The University provides Cisco AnyConnect VPN client for multiple devices. Publicly routed dynamic and static IP addresses are available.

3.2 DESIRED ENVIRONMENT

The technical requirements below are purposely described in fairly broad terms. UI is providing basic and essential information so that Proposer can get an understanding of what we are looking for in a cloud-based Unified Communication service. Proposers are encouraged to ask for clarification as needed. UI is open to innovative solutions - use your expertise and experience to apply creativity to design a solution that exceeds our expectations.

3.2.1 INFRASTRUCTURE / ARCHITECTURE / SYSTEMS / NETWORK

We are looking for a cloud-based / hosted service that can provide uptime / availability similar to a local PBX. We understand that a robust systems and network infrastructure is necessary to provide a high quality UCaaS service. We want the Proposer to describe the multiple aspects of Proposer's underlying architecture that allow Proposer to prevent, predict, minimize and resolve system events and outages while simultaneously providing a service with excellent / scalable performance and capacity.



- A. Describe how you maintain high levels of service reliability and availability. Please differentiate network architecture from systems architecture, while also including factors that are common to both. For example, geographically diverse data centers, redundant network connectivity, redundant carrier connectivity, shared or dedicated tenant resources, mature internal processes for planned maintenance, systems monitoring, capacity planning, diverse pathway, multiple upstream providers, etc.
- B. Provide uptime statistics and details on the root cause of any significant service interruptions over the past 2 years.

3.2.1.2 Failure Scenarios

Describe how the proposed service will be impacted in the following failure scenarios:

- A. Upstream Service Provider failure
- B. Primary data center failure
- C. Denial of Service attack
- D. DNS failure
- E. UI primary Internet Service Provider failure
- F. UI primary data center failure
- G. UI WAN connectivity failure for one or more WAN sites
- H. Network failure in or between UI buildings
- I. UI email environment offline

3.2.1.3 Performance

Describe how you ensure that the proposed service remains responsive and scalable. For example, deterministic networks, QoS, dedicated/private networks, peering agreements, monitoring, capacity planning, etc.

3.2.2 NETWORK INTEGRATION

3.2.2.1 Integration

Proposer's solution will need to integrate into the existing UI network infrastructure.

- A. UI is working under the assumption that the proposed solution will work with existing UI network equipment. Point out any exceptions to this assumption.
- B. UI needs Proposer to develop a comprehensive list of recommended or required UI network capabilities and changes. At a minimum we are looking for your input on the following: VLAN, QoS, stateful firewall configuration, private network peering, DHCP and DNS, IP subnets, location information (E911), IP addressing and routing.
- C. Describe your process for managing a robust end-to-end network service/infrastructure where a significant portion of that network (UI LAN and WAN) is not under Proposer's direct control.

3.2.3 TELEPHONY

UI realizes that there are hundreds of telephony features available on the current generation of systems and most of them work similarly from manufacturer to manufacturer. We are interested in learning about the telephony features and characteristics that your solution offers that distinguishes it from competitors' solutions.

We need flexibility in regards to which UCaaS features are offered to our customers and when they are offered. Given fixed resource levels we need to control the pace at which "advanced" functionality is implemented. We want to start with the basics, and do them well, before offering advanced features to all University employees. For example, during implementation we expect to provide all current telephone users with a physical IP handset as opposed to migrating some users to softphones.

3.2.3.1 System-Level Features and Functionality

- A. Describe how you make any applicable system-level features and functionality accessible to persons with disabilities.
- B. Interoperability / coexistence Your solution must coexist with the existing Centranet system in Moscow for the duration of the Moscow cutover. At a minimum you will need to support 5-digit dialing and ANI between the Centranet system and your solution. We expect cutovers outside of Moscow to be flash cuts and therefore do not expect a need to interoperate between old and new systems at these locations. Describe how Proposer will meet these expectations.
- C. Analog Devices In your response, keep in mind that we differentiate between "POTS" and "analog". As stated previously mentioned, we will maintain a separate POTS contract for critical phone lines. These critical (POTS) lines cannot traverse an IP network and cannot rely on local / commercial building power and are therefore outside the scope of your response. The analog lines for which we need you to provide a solution are non-critical and can be

offline if the IP network or building power is unavailable. Examples of analog lines are fax machines and speakerphones.

- i. Describe what it will take to supply dial tone to analog devices such as fax machines and speakerphones. As previously described, UI does not own copper infrastructure between buildings.
- D. Call Logging and CDR How are call log data and call detail records made available to us? For example, real time or batch downloads, available for download, sent to UI logging host, etc.
- E. Reporting Describe the reporting environment available to UI. For example, web-based, utilization statistics, errors, etc.
- F. Trunking Requirements
 - i. Provide information on how your included trunking solution will meet our current and future needs. How do you calculate the number of trunks required? What assumptions do you make as part of this calculation?
 - ii. What options and limitations does UI need to consider?
- G. ACD / Call Center A few UI departments could benefit by implementing (basic) call center functionality. Provide a description of the ACD/Call Center functionality of your product.
- H. Basic features filtering Describe the ability of your system to limit the quantity and type of end-user features provisioned to individual handsets such as courtesy phones in public areas. For example, templates, Class of Service, groups, etc.
- I. Voicemail / Unified Messaging
 - i. Provide a detailed overview of your voicemail product including its integration with our hosted Microsoft Office 365 (Exchange) email environment.
 - ii. Is user-level granularity available for deciding if voicemail is kept on the telephony system or sent to email?
 - iii. Describe the functionality your product offers for voice-to-text transcription of voice mail messages.
- J. Conferencing The University would prefer that the full capabilities of an audio conferencing (bridge) suite be included with your solution. Please describe the features, options and capacity of your solution.
- K. Toll-free Calling The preferred solution would have unlimited toll-free calling, similar to cellular phone calling plans.
 - i. Describe the features and limitations of your inbound and outbound toll-free calling. For example: local only, US only, North America only, international, etc.
 - ii. Will UI need to maintain an agreement with a separate long-distance carrier?
- L. Toll Calling How do you maintain competitive toll call rates and how do you differentiate yourselves from your competitors on those rates?
- M. Toll Call Blocking Describe how your service offers configurable toll call blocking options. For example blocking of toll calls at a default per line level, requiring a PIN for toll calls, inbound collect call blocking, blocking inbound 3rd-party calls, etc.
- N. ANI Outbound ANI must be controlled and customizable by Class of Service and by individual line. Inbound ANI data must be available to peripheral devices, including voicemail systems and analog extensions.
- O. Local / DID number porting We need you to port our existing local/DID numbers into your solution. In all locations, except Idaho Falls, migrated users will be keeping their current phone numbers.
- P. 800 service porting We will need you to port our existing "1-800" numbers and services into your solution.
- Q. Survivability We expect dial tone survivability to be implemented at each site. Describe the capabilities and options of your solution in providing local dial tone survivability when a site's external network is offline.
- R. E911 and Location We will prefer a solution where comprehensive E911 services are integrated.
 - i. Provide details on your recommend E911 solution including, 911 & 9-911 (or other leading digit dialing) support, maintenance of databases, processes for transferring location information, processes for keeping location information updated, validation of location information, monitoring of 911 calls by University safety staff, etc.
 - ii. How will E911 location information be collected from the UI environment? Include information for handsets, softphones, and wireless handsets
- S. Paging / Intercom
 - i. Describe how your solution allows paging/intercom functionality through the IP handsets.
- T. Directory The ideal solution will integrate with UI's Active Directory.

- i. Describe the directory services your solution provides.
- ii. Does your solution integrate with Active Directory? If so describe the requirements to implement and the benefits.
- U. Attendant Consoles Provide a description of the options available to support attendant consoles.
- V. Hosted Fax Service UI currently has at least 200-300 analog fax devices in use. We believe that many of these devices/lines could be removed from service (saving money) if your solution offers an acceptable virtual / network-based fax alternative.
 - i. Describe the network-based fax service that is included with your solution. How would it integrate with our current email system?
 - ii. Does it support sending faxes directly to employee's phone numbers?
 - iii. What options are available for routing inbound faxes?
 - iv. Describe outbound fax features and requirements from the perspective of desktop and mobile clients.
- W. Toll Fraud Describe the ability of your solution to prevent toll fraud, and your processes for working with the customer to prevent unauthorized charges.
- X. Texting Describe how your system supports SMS texting. For example: service users receiving text messages through their desktops, e-mail, or handsets; service users sending SMS text messages from their desktops, e-mail, or handsets, etc.

3.2.3.2 User-Level Features and Functionality

- A. Describe how you make end-user features and functionality accessible to persons with disabilities.
- B. Handsets Describe and present options for at least 3 tiers of IP handsets; basic, advanced and receptionist/operator.
 - i. What are the features of your handsets that set them apart from the competition?
 - ii. Do you recommend and support 3rd party handsets?
 - iii. Our desired setup is to use IP handsets as a pass through network connection for the user's desktop computer. Most handsets could be rolled out with a 100 Megabit computer port but some users will require Gigabit.
 - iv. Handset costs will be a significant factor in our determination as to which handset we select as our standard.
- C. Handset network-focused details
 - i. Describe how the VoIP handsets determine the Voice VLAN they should be using. Which method is recommended/preferred: DHCP, LLDP-med, or other?
 - ii. What are the power requirements of the recommended handsets?
 - iii. Describe the IP handsets ability to communicate its capabilities to the PoE switch (for example, LLDP-MED).
 - iv. Describe how the IP handsets obtain their configuration and any required options.
- D. Cordless Handsets / Wireless Headsets We will prefer options that support industry-standard wireless protocols and non-proprietary hardware. What options are available for phone users who prefer a cordless handset or wireless headset?
- E. Mobile and Remote Teleworker Access Describe how your solution supports employees who are working away from their primary workspace, either on campus or off campus and not using the UI network. For example, UI is very interested in learning about how your product integrates with personally owned cell phones, how remote workers outside of the UI network could utilize your solution, etc. How does your solution ensure that related network traffic is secure?
- F. Soft phones UI does not plan to offer softphone client functionality to our customers as part of this project but need to understand your solution. Tell us about your softphone solution. Describe what it will take to roll out and support soft phone clients in our environment. FYI, our previous informal softphone testing was unsuccessful due to stateful firewall traversal and VLAN issues. Also, describe how your solution provides support for 3rd party softphone client software.
- G. Wireless Voice traffic over WiFi is not a requirement for this project but we are interested in your recommendations for what would be required to support your service on our wireless network. We assume that our current wireless network infrastructure, which does not utilize QoS, is not capable of supporting guaranteed quality voice traffic.
- H. Speakerphones UI currently uses and may continue to deploy high-quality, expensive analog speakerphones in conference rooms and large offices. What are your recommendations regarding speakerphones? For example, would you recommend converting all existing speakerphones to IP, continue to support existing speakerphones via analog gateways, etc.?

CONSENTITIE BALL Call SEGTION Stribe how your solution allows for computer-based contraction of IPRageeds

3.2.4 SECURITY

The proposed solution must be adequately secured to comply with Federal and State laws and regulations as well as meeting accreditation and University requirements.

- A. Describe how physical access to the data center(s) is controlled?
- B. What security measures will be taken to protect University data?
- C. Describe the written policies, procedures, and methods for ensuring security.
- D. Explain the proposed solution's response to applicable state and federal laws, including and specifically addressing CALEA compliance, and explain how you maintain compliance with privacy rules & regulations (such as the Privacy Act of 1974, PCI, HIPAA, etc.).
- E. Is the encryption used in this system on either hardware or software phones restricted from use in countries outside the United States?
- F. Indicate where data centers are located or any place where you store customer data, include any locations outside the United States.
- G. Do you provide a separate written Service Level Agreement that covers security concerns, risks, and liability coverage? If so provide a sample.
- H. Do you provide encryption of all stored data? Indicate types of encryption and where used.
- I. Can all media packets (voice, video, IM, etc.) in transport be encrypted? Describe the encryption solutions used.
- J. Who has access to any decryption keys and how are they secured?
- K. What types of operating systems are running on the servers and how do you secure them from exploits?
- L. What is in place to prevent device-level exploits? This should include any locally installed gateways, data-storage devices, and the telephones (including soft phones).
- M. What are the software update mechanisms for installed gateways, data-storage devices, and telephones (including soft phones)? How is the update mechanism resistant to person-in-the-middle attacks? What is the support lifecycle for product enhancements or bug fixes?
- N. What type of security exists within the applications to prevent abuse and malicious activities?
- O. What security measures are in place to provide secure access to authorized University staff that need to access the system's management tools?
- P. How do you protect the services from standard IP vulnerabilities, including person-in-the-middle and denial-of-service attacks?
- Q. What are the firewall traversal requirements (applications, ports and protocols) for the service?
- R. Explain the frequency of third party audits of the systems and processes of the proposed solution. If possible, please include the results of the latest SOC 2 type 2 audit.
- S. For cloud services, please provide the assessment results of a Cloud Security Alliance Cloud Controls Matrix version 3.0 or better, or equivalent documentation.
- T. Describe the electronic discovery and retention capabilities of the proposed solution including user or centrally instigated voice mail retention policies and the ability to administratively extract voice mail messages (for example, as part of a Public Records request facilitated by the University).
- U. Describe the logging capabilities of the service for both administrative changes and normal use.
- V. Describe the retention time available for system logs and call detail records and how are they made available for integration into external logging facilities (Syslog, SIEM tools) or for export.

3.2.5 SYSTEM SUPPORT / MAINTENANCE

The University support staff's goal is to provide superior customer service to the service users. UI's team will best be able to meet this goal by working in a collaborative and cohesive partnership with all parties involved in delivering the proposed service. Part of our excellent customer service strategy is being able to give timely, informative, and thorough messages to service users. It will be vital to our success that all available information be shared between UI and the service providers as soon as it is known.

The service providers must be willing to work with open-lines of communication and deliver a responsive, caring attitude in their customer service. Proactive, meaningful communications and easily understood information is critical to our customer's satisfaction.

UI is new to supporting UCaaS and the Proposer is invited to offer suggestions on best practices for organizing and developing a support function for UCaaS at UI. **TAB 1 Page 49**

The University requires:

- A. A clear understanding of the responsibilities of the service(s) providers and the University
- B. Documented accountabilities of all companies involved in delivering the service(s)
- C. Collaborative, cohesive, and timely responses from all service(s) providers
- D. On demand status information that is current and meaningful
- E. Open lines of communication and freely flowing information in both directions
- F. Scheduled reports delivered by Proposer to the University showing Service Level Agreements are being fulfilled

3.2.5.1 Monitoring and Notifications

The ideal solution will include monitoring and notifications alerting University support staff of service issues upon start of an event.

- A. Describe your support and troubleshooting process, including expectations of University.
- B. Provide details on time-based support levels. For example, business hours, 24x7, weekends, etc.
- C. Describe the system monitoring and performance monitoring tools included in the proposed service and which if any, the University support staff will have direct access to view.
- D. Describe any API's you have allowing custom interfaces or third-party interfaces for monitoring and notifications.
- E. Describe how the University and users are notified by the service provider of status changes (i.e. event, outage, etc.) in the proposed service.
- F. Describe how you inform customers of planned service changes, new service offerings, and other upcoming service events.
- G. Describe how you monitor call quality. For example, distracting noise, echo, pops, delays, etc.

3.2.5.2 Web-based Interface for System/Account Administration

The ideal solution would provide a GUI interface for administration of user-level telephony configurations.

- A. Describe your philosophy and approach with customers that prefer to take a selective but active role in the management and maintenance of their telephone environment.
- B. Describe what interface(s) the proposed service will provide the University for performing administrative tasks. For example, building and modifying station programming, call routing rules, user groups, report generation, etc.
- C. Describe how the proposed service supports tiered access permissions for administrators, site coordinators, users, etc.
- D. Describe what the proposed service offers to handle preprogramming of tasks and which types of tasks can be scheduled to execute later (typically during off-hours).
- E. Are any other management tools provided, such as online access to billing, usage reports, CDR exports, APIs, etc.? Describe the portals available to obtain such information.

3.2.5.3 Change Management/Trouble Tickets

- A. Describe what the proposed service offers for submitting and managing University and Proposer-generated change requests (MACDs), service requests, and trouble tickets.
- B. Describe how the Proposer will communicate and track requests for support from the University for Proposer's on-site equipment.
- C. Describe the capabilities of the interface or supporting system for escalation routing and notification rules.
- D. Describe any API's you have for third party software. For example, problem ticket systems, systems event logging, other customer-owned software, etc.

3.2.5.4 Roles / Responsibilities / Accountabilities

The University of Idaho has locations across the state at urban and rural sites that can make support challenging. Further challenges lie in UI's newness in supporting a UCaaS solution. As stated above, our goal is to have superior customer service and to that end it will be critical to have smooth transitions in support and a clear understanding of how the Proposer's staff and UI support staff will collaborate across points of demarcation.

To understand the expectations for support between the UI support staff and the support outlined in the proposed service, the Proposer should describe and be as thorough as possible in explaining their roles, responsibilities, and accountabilities as well as the Proposer's expectations of UI staff included in the proposed service offering.

- i. Non-intrusive monitoring of system status end-to-end.
- ii. Notifying University support staff of system status changes, planned updates/changes.
- iii. Receiving and acting upon MACD requests.
- iv. Engineering and design for future deployments.
- v. Troubleshooting and advanced diagnostics.
- vi. Providing training and documentation for trainers, support staff and users.
- vii. Service responses as identified in the Service Level Agreement.
- B. Following initial implementation, we anticipate University support staff may be responsible for:
 - i. University on-premises LAN and WAN design, maintenance, and support.
 - ii. Wiring from on-premises closets to service end-point user devices.
 - iii. Delivery of end-point user devices from local University storage to user locations.
 - iv. Initial provisioning, device moves, minor configuration changes, first-line support.
 - v. Communications with UI customers.
 - vi. On-premises basic troubleshooting/replacement of user end-point devices.
 - vii. On-premises troubleshooting and repair of device connectivity and LAN configurations.
 - viii. On-premise user training/documentation on feature usage and device/service configuration.
- C. Provide information on the following:
 - i. Describe your expectations of the University during end-point deployment management, including tools and processes.
 - ii. Describe how you assist an organization that is new to supporting UCaaS. For example, what roles and how many staff are needed at the University to support the service?
 - iii. Describe what your support would include, specifically any support services Proposer will provide above and beyond the stated responsibilities above.
 - iv. Define the typical point of demarcation of support provided by University versus Proposer. Describe how we will work together to smoothly provide superior customer service across that boundary.

3.2.5.5 Invoicing

The University currently uploads and compiles the charges from monthly invoicing from multiple telephony providers into Calero's enterprise communications management solution, Pinnacle. Pinnacle contains individual charge detail and associated university accounting information, by telephone number. Pinnacle collates the charges and then feeds account totals into Banner, the university's ERP system. The individual charge detail is contained within Pinnacle for detail report retrieval by university fiscal staff. This process is not expected to change. The ideal solution provides intuitive tools for reconciling discrepancies between Proposer's solution and the University's applications.

The proposed solution must satisfy the following requirements:

- A. Monthly service invoices must be available in two formats:
 - v. A regular invoice format with invoice number, date, account number, current month summary recap (with totals), high-level summary detail (with sub-totals and totals), and a previous activity recap/account recap with beginning, current month activity, and ending balances. This should be an electronic file such as a .pdf file.
 - vi. Electronic, downloadable or retrievable files (flat file, .csv, etc.)
 - a. Detailed line accounting of each charge by telephone number. This would include all recurring and non-recurring--non-usage charges. These charges should include description and amount of monthly line charges, taxes, support, etc.
 - b. Detailed call detail record (CDR) files of toll call usage. The detail must include for each call, the calling number, called number, date of call, location of called number, time of call, duration of call, and amount charged for the call

Please provide the following information:

- A. Describe any billing reports that are available through your application. Include what information they provide, for what circumstances they would be useful, and how they are retrieved or viewed.
- B. If UI identifies a need for a report that isn't currently available, describe the process for obtaining that report.

C. Describe how we can access active and inactive records to validate invoicing in-service dates, work order information, CONSENT - BAHR - SECTION II TAB 1 Page 51

- D. Describe your process for invoicing your customers, including the day of the month your invoicing is performed, how your invoice is sent, the invoicing begin and end dates, if service charges are in advance or arrears of the service, etc.
- E. Describe your process for handling invoicing discrepancies, including the contacts to resolve discrepancies, your escalation process, etc.
- F. Describe your process for requesting and receiving credits, including forms or formats required, deadlines, etc.

3.2.5.6 Service Level Agreement

The service level agreement (SLA) needs to define the business expectations and working relationship between UI, Proposer, and all parties of the service. It is expected that Proposer will work with UI and the service providers to arrive at a single SLA. The SLA must provide a measurable framework for your service and must provide clarity in items such as the request/event prioritization, an agreed upon level of downtime, support response and resolution times, etc. UI expects a service performance tracking mechanism where the performance of the service is measured and reported.

A. Proposer must provide a Service Level Agreement (include with the proposal as an attachment). Describe your service level guarantee for all areas of service.

For example:

- i. System availability
- ii. Latency
- iii. Packet loss
- iv. Jitter
- v. MOS
- vi. Repair/event resolution target (time)
- vii. Alarm response times
- viii. Response time for maintenance (incl. MACD), etc.
- ix. Escalation processes and timeframes
- x. Definition/prioritization of major and minor events and alarms
- xi. Monitoring for carrier local loop
- xii. Call setups per second
- xiii. Security protection of the University data
- xiv. Definition of problem/request priorities and issue escalation
- xv. Frequency of software upgrades
- xvi. Policy for software patches
- xvii. Engineering and technical support for University staff and field technicians
- xviii. Maintaining of local dial-tone survivability

Provide information for the following:

- A. Provide an example of a Service Level Agreement you have used in a similar previous engagement.
- B. Describe your service response procedure, including turn-around times, major/minor event definitions and alarms, service requests, request/event prioritization, etc.
- C. Describe how latency, packet loss, uptime and availability are calculated.
- D. Describe your process for calculating/measuring performance degradation and call quality. Describe the level at which degradation is considered an outage/downtime.
- E. Describe the consequences to Proposer for SLA violations. Describe the process of resolution with potential compensation for SLA violations.
- F. Describe what types of performance measuring and monitoring tools are included. Describe those tools and reports to which the University staff will have direct access.
- G. Describe your service performance reporting mechanism where the performance of your service is measured and reported.
- H. University has many urban and rural locations across the state of Idaho and the Proposer should be prepared with options to support their equipment at each University site. Describe your recommendation for providing rapid response to service requests, outages/repairs, and service expansion at our locations.

3.2.5.7 Upgrades – Hardware, Software, and Firmware

- A. Describe the process for hardware, software, and firmware (handset) upgrades. For example, frequency of updates, notification process, how interruption of service is avoided, flexibility for individual customers to stay on an older release if needed or preferred, etc.
- B. Describe your expectations of the University during the process of hardware, software, and firmware upgrades.
- C. Describe how you determine the need for and the process used to patch security vulnerabilities.
- D. Describe how you determine content for future releases. For example, inclusion of customer requests, etc.
- E. Do you allow or support any third-party enhancements to the solution? Describe any limitations.

3.3 PROTOTYPE SYSTEM FOR TESTING AND EVALUATION

3.3.1 PROTOTYPE BUILD

Proposer must work with UI to build a prototype environment which will be used for comprehensive testing and evaluation of the proposed service's features and functionality.

3.3.1.1 Prototype Timeframe

Below are the scheduled dates relative to notification, prototyping, and presentations:

- March 13 Proposals evaluated and finalists selected; Results and notification to all vendors.
- March 16 Finalists will begin working with UI technical staff to build a functional prototype service.
- March 27 All prototype build work must be completed.
- March 30 thru April 6 Finalists will be on-campus for presentations to RFP evaluation team.

3.3.1.2 Prototype Scope

Selected Proposers will be expected to build a prototype UCaaS environment to be used for testing and evaluation by UI's RFP selection team. Although basic testing can be accomplished very simply with a handset connected to your cloud-based service we need you to tell us what is required to test the full functionality and feature set offered by your solution.

- A. The prototype environment will be built in Moscow with only a limited number of handsets needing to be provided to each of our other in-scope locations.
- B. Provide a description of the full-featured prototype system that you could provide within the 2 weeks provided for the build. Include a list of proposed features and functionality that can and cannot be included in the prototype. For example; E911, onsite equipment, local dial tone, local survivability, Centranet interoperability, analog gateways, trunking, web-based management/support interface, speakerphones, handsets, headsets, etc.
- C. Propose alternate solutions for testing and evaluation of an important feature or function if it cannot be built into the prototype environment.
- D. Describe any general preparatory tasks UI must accomplish prior to the prototype build.

3.3.1.3 UI Resources

UI has limited technical staff available to provide direct assistance during the prototype build and you must be aware that they may be working with more than one Proposer during this time period.

A. Describe the type of assistance and number of hours you expect you might need from UI technical staff during the prototype build.

3.3.2 PRESENTATION

During the week of March 30th notified Proposer(s) will need to be onsite in Moscow, Idaho for one full day of presentations and discussions with the RFP selection team and other UI technical staff and customers. Your presentation and discussions will include components such as: proposer overview, general service/solution overview, features and functionality overview, service alignment with UI needs, technical/network breakout session, handset and end-user functionality breakout session, support breakout session, etc.

One week before your presentation, UI will provide a specific list of topics, use cases, or scenarios UI would like included in your presentation/discussion.

SECTION 4 - GENERAL

4.1 INDUSTRY POSITION

Discuss the Proposer and the manufacturer's (if different) position in the telecommunications industry, recent and planned acquisitions, and relative market share with other industry leading UCaaS vendors.

4.2 LONG-TERM ROAD MAP

Describe the announced enhancements, the planned offerings, and the long-term road map of the proposed product line.

4.3 HIGHER EDUCATION CUSTOMER BASE

4.3.1 PRODUCT USE

Provide examples where the proposed manufacturer's <u>product</u> is the primary UCaaS solution for higher education clients.

4.3.2 PROPOSER'S EXPERIENCE

Provide examples of <u>Proposer's</u> experience with the UCaaS solutions for higher education clients.

SECTION 5 - IMPLEMENTATION / TRAINING

The University's goal is a smooth and seamless statewide implementation of the new telephone system using project controls, tools, and appropriate resources.

The Proposer should base their Statement of Work on the following assumptions.

- The University cabling infrastructure, premise wiring and data connectivity to required equipment is installed, tested and capable of supporting IP traffic prior to implementation.
- The University resources assigned to the implementation project are available to complete project tasks on a timely basis.

5.1 STATEMENT OF WORK (SOW)

Proposer is responsible for and must include project controls and processes that will ensure a smooth implementation. Clearly outline the Proposer's methodology that supports implementation.

Except as otherwise specifically provided in the Statement of Work (SOW), Proposer will design, develop, and deliver a fully operable, comprehensive, integrated telephony solution which meets all of the requirements set forth in the RFP and this SOW, for the monthly service pricing set forth in the Contract Documents, and will demonstrate such solution for acceptance by the University as more fully set forth in this SOW. Costs associated must include all supervision, labor, materials, equipment, and testing instrumentation required for the work associated with the implementation project, as well as any overtime that may occur.

5.2 SOW TEMPLATE

The SOW is attached as a template for responding Proposers to create a proposed SOW for this implementation project. It is intended to demonstrate the minimum requirements and the preferred level of project detail to be included in the submission.

Use this template to write an SOW appropriate for this project and provide applicable pricing. The Proposer should customize this template as necessary to ensure it is a suitable SOW for the delivery of their services. The Proposer's SOW response, including any modifications agreed to by the parties, will become the core element of any subsequent contract.

5.3 PROJECT MANAGEMENT

Proposer is responsible for comprehensive project management services that include the ability to define and offer what are considered industry best practices for the implementation of a hosted solution of this scope, and address the expectations of both the Proposer and the University, including but not limited to the following:

Project Management Approach - Proposer must address the following:

- A. Risk management
- B. Issues management
- C. Financial management
- D. Change control

5.3.1 DETAILED PROJECT PLAN/SCHEDULE

Proposer Project Manager will be expected to provide a detailed Project Plan/Schedule, subject to approval by the University, which documents all activities and timelines associated with the project including, but not limited to:

- 5.3.1.1 Dates and responsibilities for the coordination tasks relative to pre-installation, installation, and post-installation.
- 5.3.1.2 Detailing and documenting of University requirements.
- 5.3.1.3 Services ordered, including any required onsite equipment.
- 5.3.1.4 Equipment received.
- 5.3.1.5 Network readiness assessment (if required).
- 5.3.1.6 Network and services coordination.
- 5.3.1.7 Solution design and configuration.
- 5.3.1.8 On-site training timelines for system administration and end user training.
- 5.3.1.9 On-site installation of any required equipment.
- 5.3.1.10 Testing and acceptance.

5consenton support.

5.4 PRE-IMPLEMENTATION COORDINATION

5.4.1 PROPOSER RESPONSIBILITIES - PRE-INSTALLATION

5.4.1.1 End User and Technical Detailed Requirements/Design

- A. Proposer and the University Project Manager will conduct meetings with departmental representatives and University technical teams as needed.
- B. Proposer will identify and document detailed University requirements as determined.
- C. Proposer will provide design and implementation plans for University approval.

5.4.1.2 Services Pilot

A. Proposer will work with the University Project Manager to ensure provider services are in place, tested, and available to a designated pilot group prior to implementation.

5.5 IMPLEMENTATION COORDINATION

5.5.1 PROPOSER SHALL BE RESPONSIBLE FOR THE FOLLOWING

- 5.5.1.1 Proposer shall work with the University Project Manager to determine site installation of any required equipment, deployment schedule, cutover plan, and coordination of any required equipment delivery. Cutover work will need to be carefully scheduled and performed with minimal disruption to the University operations.
- 5.5.1.2 The Proposer shall assume all responsibility for delivery, installation, and testing of all required equipment and services.
- 5.5.1.3 Proposer shall test and verify call handling patterns including announcements and prompts for any auto attendant functionality.
- 5.5.1.4 Proposer shall test and verify Disaster Recovery (DR) failover and recovery.
- 5.5.1.5 Proposer shall test and verify trunking, standard and alternate call routing and inbound and outbound dial plan.
- 5.5.1.6 Proposer shall provide cutover coordination.
- 5.5.1.7 Proposer shall provide onsite technical assistance during cutover events throughout the migration schedule.
- 5.5.1.8 Proposer Project Manager shall work with the University Project Manager to determine timeline and schedule for migration to new system.

5.6 POST IMPLMENTATION

5.6.1 PROPOSER REQUIREMENTS INCLUDE THE FOLLOWING

- 5.6.1.1 Proposer shall supply adequate resources for all post-cutover issues including training, knowledge transfer, troubleshooting, and user programming adjustments.
- 5.6.1.2 Proposer shall supply a Test and Acceptance document for review and approval by the University.
- 5.6.1.3 Proposer shall work with the University resources to conduct and document test acceptance and site sign off.

5.7 DELIVERABLES

Proposer shall complete and present to UI the following deliverables:

- A. Implementation Statement of Work (SOW)
- B. Implementation Budget
- C. Implementation Schedule/Plan
- D. Detailed User and Technical Requirements
- E. Technical Design Documentation

F. Equipment Lists and Locations CONSENTinen Bight Roman SErver Tagen and It Plan

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- H. Issue Tracking and Resolution Plan
- I. Test and Acceptance Form

5.8 DOCUMENTATION

Proposer shall provide the following:

- A. Documentation compiled during the course of the project.
- B. Final as-built documentation, including detailed University-specific system configuration settings, end user and administrator profiles, etc.
- C. Description of the ongoing support resources available to the University post installation. For example: knowledge base, website, trouble tickets, user guides, web based training, etc.

5.9 RESOURCES & RESPONSIBILITIES

5.9.1 PROPOSER PROJECT MANAGER

- A. Proposer will provide a Project Manager experienced with the proposed solution to serve as the University's single point of contact in all aspects of this engagement including but not limited to scheduling, defining requirements, change control, risk mitigation, escalation, implementation planning, and acceptance.
- B. Proposer will provide a Project Manager who shall work in accordance with, and under the direction of, the University Project Manager to verify design specifications and end user requirements.
- C. Participate in planning meetings, weekly status meetings, weekly conference calls and e-mail communications with the University to discuss the project and coordinate activities.
- D. Maintain the Project Plan/Schedule, track dependencies between Proposer and the University tasks, identify and manage Proposer initiated project risks, and alert both project teams of any timeline slips and their effect on the project's target end date.
- E. Work in partnership with the University's Project Manager to coordinate Proposer tasks with the University's tasks throughout all phases of the project.
- F. Provide on-site project management, technical and user support during cut-over, to include up to 3 days of post-live assistance and project. The Proposer Project Manager will use an organized incident management process to track, document and resolve all identified issues.

5.9.2 PROPOSER INTEGRATION RESOURCE

Proposer will provide a resource for integration purposes and any custom configuration that may be required to meet specific needs of the University, including integration with the existing telephony system(s) during all phases of the implementation.

5.9.3 PROPOSER TRAINER(S)

Proposer will provide one or more trainers in order to complete the training requirements described in the Training section below.

5.9.4 PROPOSER PROJECT ENGINEER

Proposer will provide a Project Engineer to be the primary technical resource for delivery of the services proposed herein.

Where multiple platforms or applications are used, the Project Engineer must be fully versed in those components or additional qualified engineers must be available to the project team as required to support the complete solution.

5.9.5 UNIVERSITY PROJECT MANAGER

- A. The University Project Manager will provide overall project direction.
- B. The University will provide an internal Project Manager or designate a Project Manager to represent the University, to work closely with the Proposer project team. The University Project Manager's responsibilities will be to facilitate all communication and meetings between Proposer Project Manager and the University project team, and to ensure that the University is meeting the deadlines for accomplishing any University tasks set forth in the project schedule.
- C. Participate in planning meetings, weekly status meetings, weekly conference calls and e-mail communications with the Proposer to discuss the project and coordinate activities.
- D. Identify the University initiated project risks and manage resolution.
- E. Monitor project budgets, approve billings.
- F. Manage project issues and change control.

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5.9.6 UNIVERSITY SUPPORT RESOURCE(S)

- A. University will provide one or more support resources to participate in training that will prepare them to become onsite support resources (including billing, reporting, etc.)
- B. University Trainer(s)
 - i. University will provide one or more resources to participate in train-the-trainer training session(s) provided by the Proposer to become University onsite user trainers.
- C. University Technical Resource(s)
 - i. The University will provide one or more technical resources to work with the design team with design specifications, data gathering, and compilation of end-user configuration data, required network configuration, and other defined technical requirements.

5.10 TRAINING

The University aims to provide a process through which employees acquire the capabilities to understand and smoothly transition to the new system allowing them to effectively perform their jobs with minimal interruption.

Proposer will establish a process to train and deliver training to University users, trainers, and support staff.

5.10.1 PROPOSER EXPECTATIONS

- A. Provide end user, train-the-trainer, and support training at each of the University sites or at agreed-upon regional locations.
- B. Work with the University Project Manager to determine training curriculum and schedule.
- C. Provide users with Quick Reference Guides and access to online resources.
- D. Make available any other training tools deemed advantageous to the ongoing use, training, and support of the proposed systems, including but not limited to access to online resources and continuing education.

Provide information for the following:

- 1. Describe the knowledge and skills necessary, which cannot be gained from Proposer training, for UI staff to become proficient in onsite support tasks. For example, connectivity, networking, telephony, user configuration, etc.
- 2. Describe how you plan to perform knowledge transfer and specialized training on all elements of the proposed solution to the University's implementation and support teams.
- 3. Describe your process for training onsite University trainers of the system.

SECTION 6 -SOLUTION PRICING

The University goal is to create a simplified internal billing process. UI would like the service you provide to us, and the service we provide to our customers, to be priced as simply and consistently as possible. We are interested in "bundles" that contain a comprehensive set of service features, including a handset, for a fixed price. We realize that some ala carte pricing for end users may be necessary but want to keep these exceptions to a minimum.

The preferred solution will include user-focused (e.g. - \$X per user) bundles that are provided at an affordable cost with handsets and as many features included as possible. Please list any additional pricing discounts for an initial contract term of four-years and/or five-years, if applicable.

- Proposer should provide a response that includes bundled pricing for a basic and an enhanced tier of service. Use your experience from prior customer engagements to suggest bundles that you feel will work best for our environment.
- To make it easier for UI to evaluate multiple RFP responses and to keep the invoice provided to UI by the selected Proposer as simple as possible, your bundle pricing should include as many costs as possible: system and user features, onsite equipment such as gateways and call processors, handsets, support, maintenance, troubleshooting/repair, MACDs, toll-free calling, onsite replacement/expansion IP handset stock, licensing, taxes, fees, administration fees, etc.
- We expect pricing to be equivalent for all in-scope UI locations.

Provide information for the following:

- 1. Describe services, features, and handsets you provide in each bundle.
- 2. Describe available services not included in a bundle. For example, toll calls, audio conferencing, call center functionality, voice to text, Gigabit-capable handsets, network-based fax license, etc.
- 3. Describe any price point breaks, minimal commitments, and limitations/conditions to the proposed pricing model.

6.1 CONFIGURATION SIZING

Use the information in the following charts as the basis for your pricing.

6.1.1 INITIAL QUANTITY TABLE 1 – MOSCOW ESTIMATES

Main Campus – Moscow, Idaho (3,100 lines)	Quantity	Notes
Local trunk/lines for local dial tone, 911, and local survivability	TBD Vendor	
Analog extensions (fax machines and speakerphones)	300	Could be lower if a network-based fax solution is available and implemented. Includes 100 speakerphones.
Basic bundle	2,300	
Enhanced bundle	500	
Operator / receptionist	1	
Network fax users	200	
Corded/cordless headsets	350	
Speaker phones (IP-based)	3	For testing only
Mobile / remote user	10	For testing only
Softphone client	5	This is not in scope, but desired for assessment purposes.
Wireless WiFi handset	5	This is not in scope, but desired for assessment purposes.

6.1.2 INITIAL QUANTITY TABLE 2 – BOISE ESTIMATES

Boise, Idaho (160 lines)	Quantity	Notes
Local trunk/lines for local dial tone, 911, and local survivability	TBD Vendor	
Analog extensions (fax machines and speakerphones)	16	Could be lower if a network-based fax solution is available and implemented. Includes 8 speakerphones.
Basic bundle	124	
Enhanced bundle	20	
Operator / receptionist	0	
Network fax users	25	
Corded/cordless headsets	30	
Speaker phones (IP-based)	0	
Mobile / remote user	0	
Softphone client	0	This is not in scope, but desired for assessment purposes.
Wireless WiFi handset	0	This is not in scope, but desired for assessment purposes.

6.1.3 INITIAL QUANTITY TABLE 3 – COEUR D'ALENE ESTIMATES

Coeur d'Alene, Idaho	Quantity	Notes
Local trunk/lines for local dial tone, 911, and local survivability	TBD Vendor	
Analog extensions (fax machines and speakerphones)	6	Could be lower if a network-based fax solution is available and implemented. Includes 3 speakerphones.
Basic bundle	50	
Enhanced bundle	10	
Operator / receptionist	0	
Network fax users	5	
Corded/cordless headsets	10	
Speaker phones (IP-based)	0	
Mobile / remote user	0	
Softphone client	0	This is not in scope, but desired for assessment purposes.
Wireless WiFi handset	0	This is not in scope, but desired for assessment purposes.

6.1.4 INITIAL QUANTITY TABLE 4 – IDAHO FALLS ESTIMATES

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Idaho Falls, Idaho	Quantity	Notes
Local trunk/lines for local dial tone, 911, and local survivability	TBD Vendor	
Analog extensions (fax machines and speakerphones)	9	Could be lower if a network-based fax solution is available and implemented. Includes 4 speakerphones.
Basic bundle	40	
Enhanced bundle	7	
Operator / receptionist	0	
Network fax users	5	
Corded/cordless headsets	10	
Speaker phones (IP-based)	0	
Mobile / remote user	0	
Softphone client	0	This is not in scope, but desired for assessment purposes.
Wireless WiFi handset	0	This is not in scope, but desired for assessment purposes.

6.1.5 INITIAL QUANTITY TABLE 4 – POST FALLS ESTIMATES

Post Falls, Idaho	Quantity	Notes
Local trunk/lines for local dial tone, 911, and local survivability	TBD Vendor	
Analog extensions (fax machines and speakerphones)	2	Could be lower if a network-based fax solution is available and implemented. Includes 100 speakerphones.
Basic bundle	6	
Enhanced bundle	0	
Operator / receptionist	0	
Network fax users	1	
Corded/cordless headsets	2	
Speaker phones (IP-based)	0	
Mobile / remote user	0	
Softphone client	0	This is not in scope, but desired for assessment purposes.
Wireless WiFi handset	0	This is not in scope, but desired for assessment purposes.

6.2 PRICING

Use the following charts as formatted to provide pricing quotes. All services proposed shall clearly identify both monthly recurring charges and any one-time installation or non-recurring charges, as outlined in the pricing tables herein.

6.2.1 PRICING TABLE 1 – ONE-TIME IMPLEMENTATION CHARGES

List all one-time charges associated with implementation of your solution. Mark "N/A" or "Waived" where appropriate. If there are multiple items for a charge below, list and define each item and its cost separately. List quantities, unit costs, and extended costs. Include, for example, implementation, project management, training, software licensing, equipment, travel, etc.

ONE-TIME CHARGES – Relative to Implementation	QTY	UNIT COST	PER UNIT TYPE (EACH, HOUR, SESSION, YEAR, ETC)	TOTAL COST
(insert as many lines as are necessary)				
TOTAL				

6.2.2 PRICING TABLE 2 - RECURRING CHARGES (MONTHLY SERVICE FEES)

Use the table below to list all recurring monthly charges. List and define each item with a cost separately, including bundles, non-bundled services, any special fees, estimated taxes¹, surcharges, or regulatory fees. Table below includes examples.

Note: All charges not listed separately will be assumed to be included in the cost of the bundled service offering.

RECURRING CHARGES: MONTHLY SERVICE FEES	QTY	UNIT COST	PER UNIT TYPE (EACH, HOUR, SESSION, YEAR, ETC)	TOTAL COST
Basic Bundle				
Enhanced Bundle				
Audio Conferencing				
Network Fax				
Voice to Text				
Other (<i>specify</i>):				
TOTAL				

¹ The University of Idaho is exempt from Idaho sales taxes and federal excise taxes. Do not include amounts for Idaho sales tax or federal

6.2.3 PRICING TABLE 3 – USAGE BASED CHARGES

List all usage based charges, along with rates and units. List and define each item with a cost separately. If an item charge is not listed below, it will be assumed that the charge is included in the bundled services amount.

		PER UNIT TYPE
USAGE BASED CHARGES	UNIT COST	(EACH, HOUR, SESSION, YEAR, ETC)
Moves, Adds, Changes, Deletes		
Toll Call Costs (do not include international rates)		
Other (specify):		

6.2.4 ADDITIONAL PRICING

Provide additional information on the following options:

- 1. volume pricing on conferencing speaker phones, headsets, and accessories
- 2. special offers, financing, promotions, or discounts for trading-in any legacy equipment
- 3. minimums, volume or threshold levels required for additional price discounts

SECTION 7 - PROCUREMENT PROCESS

7.1 PROPOSER LIST AND QUALIFICATION EVALUATION

After the established date for receipt of proposals, a listing of Proposers submitting proposals will be prepared, and will be available for public inspection.

Qualifications and proposals submitted by interested Proposers will be reviewed and evaluated based on the evaluation factors set forth in the RFP.

7.2 PROPOSAL CLASSIFICATION

For the purpose of conducting discussions with individual proposers, if required, proposals will initially be classified as:

- A. Potentially Acceptable
- B. Unacceptable

Discussions may be conducted with any or all of the Proposers whose proposals are found acceptable or potentially acceptable. Proposers whose proposals are unacceptable will be notified promptly. The Director of Purchasing will establish procedures and schedules for conducting oral and/or written discussions.

Proposers are advised that the University may award an Agreement on the basis of initial offers received, without discussions; therefore, each initial offer should contain the Proposer's best terms from a cost and technical standpoint.

7.3 PROPOSER INVESTIGATION

The University will make such investigations as it considers necessary to obtain full information on the Proposers selected for discussions, and each Proposer shall cooperate fully in such investigations.

7.4 FINAL OFFERS AND AWARD OF AGREEMENT

Following any discussions with Proposers regarding their technical proposals, alternative approaches, or optional features, a number of the firms may be requested to submit best and final offers. The committee will rank the final Proposers for the project, giving due consideration to the established evaluation criteria. The committee will propose award to the proposal which is found to be most advantageous to the University, based on the factors set forth in the Request for Proposals.

SECTION 8 - EVALUATION PROCESS

8.1 GENERAL

Proposals will be evaluated on how well the proposal meets the needs of the University, as described in the proposer's response to each requirement and the evaluation criteria identified in this RFP. The selected Proposer(s) may or may not be the Proposer(s) proposing the services having the lowest bid price. Proposals will be evaluated on the basis of the criteria specified below.

8.2 EVALUATION CRITERIA

Proposals will be evaluated using the following criteria (not in priority order):

- A. The proposed solution's fit to the University's requirements.
- B. References, experience and expertise.
- C. The total costs of the solution.
- D. The quality of the proposed work plan.
- E. Additional items, including agreement with contract terms.

The University may, during the evaluation process, request from any Proposer additional information which the University deems necessary to determine the Proposer's ability to perform the required services.

8.3 EVALUATION PROCESS

The evaluation of proposals will be undertaken in three stages.

<u>Stage 1</u>: Proposals will be reviewed for completeness and conformity to all University requirements. Proposals not substantially in compliance with such requirements will be identified and, at the sole discretion of the University, may be eliminated from further consideration.

<u>Stage 2</u>: Proposals will be evaluated in detail and preliminarily ranked based on the criteria listed above in this section. Proposals from Proposers determined not to be responsive or qualified will be identified and, at the sole discretion of the University, may be eliminated from further consideration. The evaluators may find it necessary to request additional information from the Proposers. All requests and responses shall be in writing. The University will release a list of all selected finalist Proposers.

<u>Stage 3</u>: The University may require that one or more selected Proposers conduct a presentation and product demonstration for representatives of the University for further evaluation. The University expects each proposer to demonstrate the latest generally available versions of the systems and software that comprise the proposed solution. If, however, a proposer is proposing to install a later (pre-announced) release or an older (previous release) version, this must be clearly communicated and explained in the proposal.

SECTION 9 - GENERAL CONTRACTUAL TERMS AND CONDITIONS

9.1 AGREEMENT TERMS AND CONDITIONS

The submission of a proposal herein constitutes the agreement of any Proposer that any Agreement to be drawn as the result of an award herein shall be prepared by the University and shall include at a minimum, all terms and conditions set forth in this RFP. The submission of a proposal shall further constitute the agreement of each Proposer that it will not insist on the use of standard contract agreements, documents, or forms, and that it waives any demand for the use of its standard agreements. The Agreement between the parties shall consistent of, in order of precedence: the agreement document signed by the Parties subsequent to submission of the proposal, and any attachments thereto and incorporations therein, the terms and conditions in the RFP, and the Proposer's response to the RFP.

9.2 ASSIGNMENT

No assignment of this Agreement or of any right accruing under this Agreement shall be made, in part or in whole, by Contractor without the written consent of the University. Notwithstanding any assignment, Contractor shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants, and conditions of this Agreement.

9.3 TERMINATION FOR CONVENIENCE

The University may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its reasonable costs, including reasonable close-out costs and a reasonable profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim for payment. If the Contractor has any property in its possession belonging to the University, the Contractor will account for the same and dispose of it in the manner the University directs.

9.4 TERMINATION FOR DEFAULT

If the Contractor does not deliver the materials in accordance with the Contract delivery schedule, or if the Contract is for services and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, the University may terminate this Contract for default. Termination shall be effected by serving on the Contractor a notice of termination setting forth the manner in which the Contractor is in default. The Contractor will be paid a reasonable price for materials delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.

9.5 INDEMNIFICATION

Contractor shall indemnify, defend and hold the University and the State of Idaho harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorney's fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on Contractor's part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of Contractor, or any of its agents, subcontractors, employees, invitees or guests. Contractor, upon notice from the University, shall defend the University at Contractor's expense by counsel reasonably satisfactory to the University. Contractor, as a material part of the consideration of the University, hereby waives all claims in respect thereof against the University.

Contractor shall: (a) notify the University in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperate completely with the University and/or the University's insurers in the defense of such injury or claim; and (c) take no steps such as admission of liability which would prejudice the defense or otherwise prevent the University from protecting the University's interests.

9.6 APPLICABLE LAW AND FORUM

This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any legal proceeding related to this Agreement shall be instituted in the courts of the county of Latah, state of Idaho, and Contractor agrees to submit to the jurisdiction of such courts.

9.7 LAWS, REGULATIONS AND PERMITS

The Contractor shall give all notices required by law and comply with all applicable Federal, State, and local laws, ordinances, rules and regulations relating to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor, including the Contractor's subcontractors.

9.8 GENERAL QUALITY CONSENT - BAHR - SECTION II

All of the Contractor's work shall be performed with the highest degree of skill and completed in accordance with the Agreement Documents.

9.9 PROOF OF COMPLIANCE WITH AGREEMENT

In order that the University may determine whether the Contractor has complied with the requirements of the Agreement Documents, the Contractor shall, at any time when requested, submit to the University properly authenticated documents or other satisfactory proofs as to compliance with such requirements.

9.10 PAYMENT AND ACCEPTANCE

Except as otherwise provided herein, payments shall be due and payable within (30) days after acceptance of such goods or services or after receipt of properly completed invoice, whichever is later. No advance payment shall be made for goods or services furnished pursuant to this Agreement.

9.11 CONTINUATION DURING DISPUTES

The Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

9.12 SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

9.13 INTEGRATION

This Agreement constitutes the entire Agreement between the parties. No change thereto shall be valid unless in writing communicated in the stipulated manner, and signed by the University and the Contractor.

9.14 BINDING EFFECT

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

9.15 APPROPRIATIONS CLAUSE

If the term of this Agreement is longer than one year, the University's obligations and liabilities hereunder are subject to the appropriation of funds from the State of Idaho, which appropriation shall be in the State of Idaho's sole discretion, from revenues legally available to the University for the ensuing fiscal year for the purposes of this Agreement. If the State of Idaho does not appropriate the funds for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder.

9.16 IRS SECTION 501(C)(3) AND SECTION 115 CONSIDERATIONS

If any provision of this Agreement may cause the University to lose its status as an Internal Revenue Code Section 501(c)(3) corporation, this Agreement shall be voidable. In the alternative, at the sole option of the University, the offending provision(s) shall be modifiable such that the provision(s) will no longer cause the University to lose its status as a 501(c)(3) corporation. The terms of the modification shall be subject to agreement in writing by all parties.

9.17 COMPLIANCE WITH GOVERNOR'S EXECUTIVE ORDER

In the event any provision of this Agreement shall cause the University to be in violation of any of the Governor of Idaho's Executive Orders, then this Agreement shall be voidable at the sole option of the University.

9.18 DEBARRED, SUSPENDED OR EXCLUDED

All purchase orders and contracts issued by the University of Idaho are subject to F.A.R. 52.209-6. Supplier warrants that neither supplier nor its principals is presently debarred, suspended or proposed for debarment by the Federal Government.

9.19 NON-USE OF NAMES AND TRADEMARKS

Contractor shall not use the name, trade name, trademark, or other designation of the University, or any contraction, abbreviation, or simulation any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the University's prior written consent in each case.

CONSENT - BAHR - SECTION II

TAB 1 Page 67

9.20 RISK OF LOSS

Until all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, Contractor shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage caused by acts, omissions, or negligence of the University. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, the risk of all loss or damage shall be borne by University, excluding loss or damage caused by acts, omissions, or negligence of the Contractor.

9.21 CONTRACTOR REPRESENTATIONS

Contractor represents and warrants the following: (a) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to provide the equipment and goods, complete the services, and perform its obligations required hereunder; (b) that it is able to furnish any of the plant, tools, materials, supplies, equipment, and labor required to complete the services required hereunder and perform all of its obligations hereunder and has sufficient experience and competence to do so; (c) that it is authorized to do business in Idaho, properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services, equipment, and goods required hereunder, and has or will obtain all licenses and permits required by law; and (d) that it has visited the site of the project and familiarized itself with the local conditions under which this Agreement is to be performed.

9.22 REGENTS' APPROVAL

This Agreement may be subject to approval by the Regents of the University of Idaho, and if it is and if such approval is not granted this Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

9.23 SURVIVAL OF TERMS

The terms and provisions hereof, and all documents being executed hereunder, if any, including, without limitation, the representations and warranties, shall survive this Agreement and shall remain in full force and effect thereafter.

9.24 HEADINGS

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

9.25 ADDITIONAL ACTS

Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties, the parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds and assurances as any party hereto may reasonably require to consummate the transaction contemplated hereunder.

9.26 TIME OF ESSENCE

All times provided for in this Agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.

9.27 WAIVER

No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any other covenant, term or condition herein. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default of any such covenant, term or condition unless otherwise expressly agreed to by the first party in writing.

9.28 FORCE MAJEURE

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

9.28 ONSERHTBATHTUSECTION II

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or agency relationship between the parties.

9.30 INFORMATION TRUE AND CORRECT

All documents, agreements and other information provided to the University by Contractor or which Contractor has caused to be provided to the University are true and correct in all respects and do not omit to state any material fact or condition required to be stated, necessary to make the statement or information not misleading, and there are no other agreements or conditions with respect thereto.

9.31 EQUAL OPPORTUNITY

Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.

9.32 PUBLIC RECORDS

The University is a public agency. All documents in its possession are public records. Proposals are public records and will be available for inspection and copying by any person upon completion of the RFP process. If any Proposer claims any material to be exempt from disclosure under the Idaho Public Records Law, the Proposer will expressly agree to defend, indemnify and hold harmless the University from any claim or suit arising from the University's refusal to disclose any such material. No such claim of exemption will be valid or effective without such express agreement. The University will take reasonable efforts to protect any information marked "confidential" by the Proposer, to the extent permitted by the Idaho Public Records Law. Confidential information must be submitted in a separate envelope, sealed and marked "Confidential Information" and will be returned to the Proposer upon request after the award of the contract. It is understood, however, that the University will have no liability for disclosure of such information. Any proprietary or otherwise sensitive information contained in or with any Proposal is subject to potential disclosure.

9.33 UNIVERSITY'S RULES, REGULATIONS, AND INSTRUCTIONS

Contractor will follow and comply with all rules and regulations of the University and the reasonable instructions of University personnel. The University reserves the right to require the removal of any worker it deems unsatisfactory for any reason.

SECTION 10 - INDEMNITY, RISKS OF LOSS, INSURANCE

10.1 RISK OF LOSS

Until all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, Contractor and its subcontractors of any tier shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage caused by acts, omissions, or negligence of the University. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, the risk of all loss or damage shall be borne by University, excluding loss or damage caused by acts, omissions, or negligence of the Contractor. Contractors shall require its subcontractors of any tier to bear the same risk of loss.

10.2 INDEMNIFICATION

Contractor shall indemnify, defend and hold the University and the State of Idaho harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorney's fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on Contractor's part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of Contractor, or any of its agents, subcontractors, employees, invitees or guests. Contractor, upon notice from the University, shall defend the University at Contractor's expense by counsel reasonably satisfactory to the University. Contractor, as a material part of the consideration of the University, hereby waives all claims in respect thereof against the University.

Contractor shall: (a) notify the University in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperate completely with the University and/or the University's insurers in the defense of such injury or claim; and (c) take no steps such as admission of liability which would prejudice the defense or otherwise prevent the University from protecting the University's interests.

10.3 INSURANCE

10.3.1 GENERAL REQUIREMENTS

- 10.3.1.1 Contractor and its subcontractor(s) of any tier are required to carry the types and limits of insurance shown in this insurance clause, section 8.0, and to provide University with a Certificate of Insurance ("certificate"). All certificates shall be coordinated by the Contractor and provided to the University within seven (7) days of the signing of the contract by the Contractor. Certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for thirty (30) days' written notice to University prior to cancellation, non-renewal, or other material change of any insurance referred to therein as evidenced by return receipt of United States certified mail. Said certificates shall evidence compliance with all provisions of this section 8.0. Exhibit A of this Agreement contains a Request for Certificate of Insurance which shall be given to the insurance broker or agent of the Contractor and its subcontractor(s) of any tier, upon award of bid to Contractor.
- 10.3.1.2 Additionally and at its option, Institution may request certified copies of required policies and endorsements. Such copies shall be provided within (10) ten days of the Institution's request.
- 10.3.1.3 All insurance required hereunder shall be maintained in full force and effect with insurers with Best's rating of AV or better and be licensed and admitted in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage University may choose to maintain. Failure to maintain the required insurance may result in termination of this Agreement at University's option.
- 10.3.1.4 All policies except Workers Compensation and Professional Liability shall name University as Additional Insured. The Additional Insured shall be stated as: "State of Idaho and The Regents of the University of Idaho". Certificate Holder shall read: "University of Idaho." Certificates shall be mailed to: University of Idaho, Risk Management, P.O. Box 443162, Moscow, ID 83844-3162.
- 10.3.1.5 Failure of University to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Institution to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of Contractor and its subcontractor(s) of any tier to maintain such insurance.

CONSENT - BAHR - SECTION II

- 10.3.1.6 No Representation of Coverage Adequacy. By requiring insurance herein, University does not represent that coverage and limits will necessarily be adequate to protect Contractor and its subcontractor(s) of any tier, and such coverage and limits shall not be deemed as a limitation on the liability of the Contractor and its subcontractor(s) of any tis subcontractor(s) of any tier under the indemnities granted to University in this Agreement.
- 10.3.1.7 Contractor is responsible for coordinating the reporting of claims and for the following: (a) notifying the Institution in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperating completely with University in the defense of such injury or claim; and (c) taking no steps (such as admission of liability) which will prejudice the defense or otherwise prevent the University from protecting its interests.

10.3.2 REQUIRED INSURANCE COVERAGE.

- 10.3.2.1 Contractor and its subcontractor(s) of any tier shall at its own expense obtain and maintain:
 - A. Commercial General and Umbrella / Excess Liability Insurance. Contractor and its subcontractor(s) of any tier shall maintain Commercial General Liability ("CGL") written on an occurrence basis and with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under a contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.
 - B. Commercial Auto Insurance. Contractor and its subcontractor(s) of any tier shall maintain a Commercial Auto policy with a Combined Single Limit of not less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$10,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.
 - C. Business Personal Property Insurance. Contractor and its subcontractor(s) of any tier shall purchase insurance to cover Business Personal Property of Contractor and its subcontractor(s) of any tier. In no event shall University be liable for any damage to or loss of personal property sustained by Contractor, even if such loss is caused by the negligence of Institution, its employees, officers or agents. Waiver of subrogation language shall be included.
 - D. Workers' Compensation Coverage. Contractor and its subcontractor(s) of any tier shall maintain all coverage statutorily required of the Contractor and its subcontractor(s) of any tier, and coverage shall be in accordance with the laws of Idaho. Contractor and its subcontractor(s) of any tier shall maintain Employer's Liability with limits of not less than \$100,000 / \$500,000 / \$100,000.
 - E. Professional Liability. If professional services are supplied to Institution, Contractor and its subcontractor(s) of any tier, Contractor and its subcontractor(s) of any tier shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars (\$1,000,000).

UNIVERSITY OF IDAHO

SECTION 11 - UNIVERSITY OF IDAHO - GENERAL TERMS AND CONDITIONS

THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CONTRACTOR ARE OBJECTED TO AND ARE HEREBY REJECTED, UNLESS OTHERWISE PROVIDED FOR IN WRITING BY THE PURCHASING MANAGER, UNIVERSITY OF IDAHO.

11.1 CHANGES

No alteration in any of the terms, conditions, delivery, price, quality, quantity or specifications of this order will be effective without the written consent of the University of Idaho Department of Purchasing Services.

11.2 PACKING

No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified.

11.3 DELIVERY

For any exceptions to the delivery date as specified on the order, Contractor shall give prior notification and obtain approval thereto from the University of Idaho, Department of Purchasing Services. With respect to delivery under this order, time is of the essence and order is subject to termination for failure to deliver within the timeframe specified in this order.

11.4 SHIPPING INSTRUCTIONS

Unless otherwise instructed, all goods are to be shipped prepaid and allowed, FOB Destination.

11.5 ORDER NUMBERS

Agreement order numbers or purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

11.6 REJECTION

All goods, materials, or services purchased herein are subject to approval by the University of Idaho. Any rejection of goods, materials, or services resulting from nonconformity to the terms, conditions or specifications of this order, whether the goods are held by the University of Idaho or returned, will be at Contractor's risk and expense.

11.7 QUALITY STANDARDS

Brand names, models, and specifications referenced in herein are meant to establish a minimum standard of quality, performance, or use required by the University. No substitutions will be permitted without written authorization of the University of Idaho Department of Purchasing Services.

11.8 WARRANTIES

Contractor warrants that all products delivered under this order shall be new, unless otherwise specified, free from defects in material and workmanship, and shall be fit for the intended purpose. All products found defective shall be replaced by the Contractor upon notification by the University of Idaho. All costs of replacement, including shipping charges, are to be borne by the Contractor.

11.9 PAYMENT, CASH DISCOUNT

Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received and accepted, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Payment shall not be considered late if a check or warrant is available or mailed within the time specified.

11.10 LIENS, CLAIMS AND ENCUMBRANCES

Contractor warrants and represents that all the goods and materials delivered herein are free and clear of all liens, claims or encumbrances of any kind.

11.11 TERMINATION

CONSENT - BAHR - SECTION II

In the event of a breach by Contractor of any of the provisions of this Agreement, the University of Idaho reserves the right to cancel and terminate this Agreement forthwith upon giving written notice to the Contractor. Contractor shall be liable for damages suffered by the University of Idaho resulting from Contractor's breach of Agreement.

11.12 TRADEMARKS

Contractor shall not use the name, trade name, trademark, or any other designation of the University, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the University's prior written consent in each case.

11.13 OSHA REGULATIONS

Contractor guarantees all items, or services, meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act.

11.14 TAXES

The University of Idaho is exempt from payment of Idaho State Sales and Use Tax. In addition, the University is generally exempt from payment of Federal Excise Tax under a permanent authority from the District Director of the Internal Revenue Service. Exemption certificates will be furnished as required upon written request by Contractor. If Contractor is required to pay any taxes incurred as a result of doing business with the University of Idaho, it shall be solely responsible for the payment of those taxes. If Contractor is performing public works construction, it shall be responsible for payment of all sales and use taxes.

11.15 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.

11.16 ASSIGNMENTS

No Agreement, order, or any interest therein shall be transferred by Contractor to any other party without the approval in writing of the Purchasing Manager, University of Idaho. Transfer of an Agreement without approval may cause the rescission of the transferred Agreement at the option of the University of Idaho.

11.17 WAIVER

No covenant, term or condition, or the breach thereof, shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition herein. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default unless otherwise expressly agreed to in writing.

11.18 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 thereof, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (except for financial ability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

11.19 NO JOINT VENTURE

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment or agency relationship between the parties.

11.20 PRICE WARRANTY FOR COMMERCIAL ITEMS

Contractor warrants that prices charged to the University of Idaho are based on Contractor's current catalog or market prices of commercial items sold in substantial quantities to the general public and prices charged do not exceed those charged by Contractor to other customers purchasing the same item in like or comparable quantities.

11.21 NONDISCRIMINATION

Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.

11.22 UNIVERSITY REGULATIONS

Contractor shall follow and comply with all rules and regulations of the University and the reasonable instructions of University personnel.

11.23 GOVERNING LAW

This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any legal proceeding related to this Agreement shall be instituted in the courts of the county of Latah, state of Idaho, and Contractor agrees to submit to the jurisdiction of such courts.

UNIVERSITY OF IDAHO - REQUEST FOR PROPOSAL

Exhibit A – Request for Certificate of Insurance from Contractor*

*If bid is awarded to Contractor Page 1 of 2

Give this form to your insurance agent / broker

Agents/ Brokers: RETURN A COPY OF THESE INSTRUCTIONS WITH YOUR CERTIFICATE.

Certificates without a copy of these instructions will not be accepted.

Contractor and its subcontractors of any tier ("Insured") are required to carry the types and limits of insurance shown in this Request, and to provide University of Idaho ("Certificate Holder") with a Certificate of Insurance within seven (7) days of the signing of this Contract.

Certificate Holder shall read:

State of Idaho and the Regents of the University of Idaho Attn: Risk Management P.O. Box 443162 Moscow, ID 83844-3162

Description area of certificate shall read: Attn: Contract for Services

All certificates shall provide for thirty (30) days' written notice to Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate.

All insurers shall have a Best's rating of AV or better and be licensed and admitted in Idaho.

All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Certificate Holder may choose to maintain.

All policies (except Workers Compensation and Professional Liability) shall name the following as Additional Insured: The Regents of 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.

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 Insured's obligation to maintain such insurance.

Failure to maintain the required insurance may result in termination of this grant or contract at the Certificate Holder's option.

By requiring this insurance, Certificate Holder does not represent that coverage and limits will necessarily be adequate to protect Insured, and such coverage and limits shall not be deemed as a limitation on Insured's liability under the terms of the grant or contract.

A copy of this certificate request must be sent with the Certificate. UNIVERSITY OF IDAHO - REQUEST FOR PROPOSAL

Exhibit A – Request for Certificate of Insurance from Contractor* *If bid is awarded to Contractor Page 2 of 2

Required Insurance Coverage. Insured shall obtain insurance of the types and in the amounts described below.

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

Commercial Auto Insurance. Insured shall maintain a Commercial Automobile Policy with a Combined Single Limit of not less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$5,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.

Business Personal Property and/or Personal Property. Insured shall purchase insurance to cover Insured's personal property. In no event shall Certificate Holder be liable for any damage to or loss of personal property sustained by Insured, whether or not insured, even if such loss is caused by the negligence of Certificate Holder, its employees, officers or agents.

Workers' Compensation. Where required by law, Insured shall maintain all statutorily required Workers Compensation coverages. Coverage shall include Employer's Liability, at minimum limits of \$100,000 / \$500,000 / \$100,000.

Professional Liability. If professional services are supplied to the Institution, Insured shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars (\$1,000,000).

If you have additional questions, please contact:

University of Idaho – Risk Management (208) 885-6177 or risk@uidaho.edu

UNIVERSITY OF IDAHO REQUEST FOR PROPOSALS NO. 15-30M

PROPOSAL RESPONSE CERTIFICATION

3/3/2015

DATE

The undersigned, as Proposer, declares that they have read the Request for Proposals, and that the following proposal is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged that addenda numbers 1 to 3 have been received and were examined as part of the RFP document.

James Hersey

Name	
Dang Sterry	
Signature	
-	
Account Manager	
Title	
Ednetics, Inc.	
Company	
971 S. Clearwater Loop, Suite 1000	
Street Address	
Post Falls, Idaho, 83854	
City, State, Zip	
Ph: 208-777-4709 Fax: 208-777-4708	
Telephone Number and Fax Number	
208-777-5216	
Cell Phone Number	
Hersey@ednetics.com	
E-mail Address	
Idaho	
State of Incorporation	
84-1408391	
Tax ID Number	
Business Classification Type (Please check mark if applicable):	
Minority Business Enterprise (MBE)	
Women Owned Business Enterprise (WBE) Small Business Enterprise (SBE)	
Veteran Business Enterprise (VBE)	
Disadvantaged Business Enterprise (DBE)	

Business Classification Type is used for tracking purposes, not as criteria for award.

University of Idaho

Purchasing Services 1028 West Sixth Street Moscow, Idaho 83844-2006 208-885-6123 208-885-6060 juliam@uidaho.edu

Date: February 11, 2015

To: All Interested Proposers

From: Julia R. McIlroy, Director

Subject: Request for Proposals No. 15-30M ~ Unified Communications

This letter will serve as Addendum Number One to the above referenced Request for Proposals. The following clarifications have been made:

Question #1:

Since portability of many of your current telephone numbers would be required, can you send us the entire range of TN's intended to be ported to a new hosted VoIP/UCaaS solution? We presume any/all of the existing (10,000) DID's are required for porting. We would require the range of TN's intended to be ported to the hosted VoIP service, but do not require the analog line numbers intended to be kept as analog lines.

Answer #1:

At a minimum we need numbers ported for all active devices (handsets and fax) which will be migrating to the new service. We also know that the 100-300 POTS lines described in 3.1.2.1 (L) will remain with our LEC and will not be ported. Our current active numbers are spread throughout the 208-885 block, from 208-885-0XXX to 208-885-9XXX. Since we have not dealt with this type and scale of porting before we look to you to recommend a solution that ports the numbers we need, while allowing for future growth, in a manner that is satisfactory to UI, you and our LEC.

Question #2:

In section 3.2.3, paragraph V, the RFP states that many of the 200-300 existing fax lines could potentially be converted to virtual fax service in order to save money on those analog services, while some fax lines may potentially be kept as analog lines. Our

potential virtual and analog fax solution may depend on how many fax lines remain as analog lines. Can you give an approximation of how many fax lines would potentially remain analog?

Answer #2:

No, we cannot provide an estimate. The rate of adoption of current fax lines migrating to a new solution will be based on the price/features/ease of use/etc. of the proposed solution. Note that our users will not be required to move to a new fax service. Use your experience with other installations to develop an estimate.

Question #3:

Is the University of Idaho currently using or planning a future deployment of Microsoft Lync? If so, is it a requirement that the Lync client integrate with the phone for click to dial and phone presence?

Answer #3:

Yes, Lync is being used for IM and video collaboration. Lync is not currently integrated with a PSTN and this type of integration is <u>not</u> a requirement for the product we select. However, if your product can integrate into our Lync environment we would like to hear about it.

The closing date, and all terms and conditions of the RFP remain the same.

Failure to acknowledge this addendum may result in rejection of your proposal. Acknowledgement should accompany your offer.

If you need additional information, please call (208) 885-6123, or e-mail juliam@uidaho.edu.

Thank you for your interest in the University of Idaho.

Ednetics, Inc.

(Company)

University of Idaho

Purchasing Services 1028 West Sixth Street Moscow, Idaho 83844-2006 208-885-6123 208-885-6060 juliam@uidaho.edu

Date: February 16, 2015

To: All Interested Proposers

From: Julia R. McIlroy, Director

Subject: Request for Proposals No. 15-30M ~ Unified Communications

This letter will serve as **Addendum Number Two** to the above referenced Request for Proposals. The following clarifications have been made:

- In addition to eight (8) hard copies, please submit an electronic copy of your proposal to juliam@uidaho.edu by RFP due date.
- Please submit proposal shipment tracking number to juliam@uidaho.edu by RFP due date.

The closing date, March 3, 2015, and all terms and conditions of the RFP remain the same.

Failure to acknowledge this addendum may result in rejection of your proposal. Acknowledgement should accompany your offer.

If you need additional information, please call (208) 885-6123, or e-mail juliam@uidaho.edu.

Thank you for your interest in the University of Idaho.

Ednetics, Inc.

(Company)

Signature)

University of Idaho

Purchasing Services 1028 West Sixth Street Moscow, Idaho 83844-2006 208-885-6123 208-885-6060 juliam@uidaho.edu

Date: February 18, 2015

To: All Interested Proposers

From: Julia R. McIlroy, Director

Subject: Request for Proposals No. 15-30M ~ Unified Communications

This letter will serve as **Addendum Number Three** to the above referenced Request for Proposals. The following clarifications have been made:

<u>Number of trunk lines</u>: We have minimal information available to us but can provide the following. The Centranet system in Moscow has 170 NARS available. We cannot provide information on utilization. So, for the approximately 3,400 Centranet lines in use today the 170 NARS represent a ratio of approximately 20 to 1 - lines to trunks. This ratio works well for us at the Moscow site so it is a safe assumption that your solution would work well with a similar ratio. As always we will want to hear about how your system meets our needs.

Number of MACDs per month: Approximately 100 per month. This estimate is based on an average of busy and slow months for moves, adds, disconnects and changes. It includes v-mail password resets and delivering or changing equipment. Monthly volume ranged from 158 orders in a busy month down to 35 orders in a slow month.

Diagram: See attached pdf.

Please note: written inquiries concerning the attached diagram can be submitted until February 21, 2015.

The closing date, and all terms and conditions of the RFP remain the same.

Failure to acknowledge this addendum may result in rejection of your proposal. Acknowledgement should accompany your offer.

CONSENT - BAHR - SECTION II

If you need additional information, please call (208) 885-6123, or e-mail juliam@uidaho.edu. Thank you for your interest in the University of Idaho.

Ednetics, Inc.

(Company)

(Signature)

SECTION 2 - PROPOSER QUALIFICATIONS AND INFORMATION

2.1 CONTACT INFORMATION

Provide contact information for the Proposer and any other components (describe) proposed as part of the solution

Proposer – core product/service		Email Address	Phone
Ednetics Voice	Account Representative James Hersey	james.hersey@ednetics.com	208.262.2014
Ednetics Voice	Contract Executive Matthew Baird	matthew.baird@ednetics.com	208.262.2065
Ednetics Voice	Sales Engineer Scott Duchow	scott.duchow@ednetics.com	208.619.2664
Additional components		Email Address	Phone
	Point of Contact		
	Point of Contact		

2.2 PROPOSER INFORMATION

Provide information for the following:

- A. Parent company (if applicable): Ednetics, Inc.
- B. State of incorporation: Idaho
- C. Federal identification number: 84-1408391
- D. Idaho business license number: 000672682-5
- E. Size of organization: 100+ employees
- F. Total number of installed base customers: 40+ Ednetics Voice, 60+ Managed On-Prem
- G. Total number of installed base users licensed: 22,000+ Ednetics Voice, 20,000+ Managed On-Prem
- H. How long has your solution been based on the proposed platform? 4 years Ednetics Voice, 11 years On-Prem
- Lescribe your certifications and credentials that indicate your expertise and commitment to a cloud solution practice. Also provide specific designations that identify specialty areas of focus and capability.

Ednetics holds the following certifications that indicate our expertise and commitment to a cloud solution practice: Cisco Advanced Data Center Architecture, Advanced Collaboration Architecture, Advanced Security Specialization, Advanced Routing and Switching Specialization, TelePresence Video Express ATP (invitation only program).

Over the past 5 years, Ednetics and owned interests have invested over \$25 million in data center facilities, telecommunications, fiber infrastructure and software development around enterprise cloud solutions for K12 and Higher Education. By leveraging strong partner relationships with Cisco and other manufacturers, Ednetics has grown to be one of the largest service providers in the Northwest.

J. Please provide a list and relationships of any other legal entities proposed in the delivery of these service.

N/A.

2.3 KEY PERSONNEL

2.3.1 PROPOSER PERSONNEL

The proposal must include a list of project team members, including technical staff, available to service equipment at the customer premises, as well as at the hosted site, during and after the installation.

The University prefers to retain the same key personnel, including Proposer's Project Manager and Software Engineer(s), over the length of the project. Any unavoidable changes in key personnel must be communicated to the University in writing with as much advance notice as possible.

Using the following table, provide a list of the proposed project team members. The list shall include the role and responsibility for each team member and any pertinent certifications they have obtained.

Specific roles that should be itemized include:

- A. Project Manager
- B. System Engineer (for each proposed system)
- C. Trainer

Name	Experience	Office Location	Role/Tasks; Product Focus
Rich Neel	3 years Ednetics as IT Project Manager 15 years total Project Manager	Ednetics Inc. Post Falls, Idaho	IT Project Manager; Evaluating requirements, establishing solid communication plans, applying repeatable project management processes, coordinating comprehensive quality control measures, create and maintain project plans, manage risk and facilitate decision making at all levels of stakeholders and management. Projects range in size and complexity from small wireless LAN installations, large-scale school district Voice installations, to very large multi-national software application deployments.
Mike Higdon	4 years Ednetics as IT Project Manager	Ednetics Inc. Post Falls, Idaho	IT Project Manager; Evaluating requirements, establishing solid communication plans, applying repeatable project management processes, coordinating comprehensive quality control measures, create and maintain project plans, manage risk and facilitate decision making at all levels of stakeholders and management. Projects range in size and complexity from single building LAN and WLAN installations, to district wide technology upgrades including multiple data centers and redundant LAN infrastructure.
Josh Gross	4 years Ednetics as Voice Engineer	Ednetics Inc. Post Falls, Idaho	Senior Voice Engineer; Design and install customized on premise Cisco UC systems, provide tier-3 support for Cisco UC systems, research/test/deploy emerging technologies in the UC arena, design/maintain/develop Ednetics Hosted Voice solutions, primary technical resource for UC system.

Scott Duchow	4 years at Ednetics as Voice Engineer	Ednetics Inc. Post Falls, Idaho	Voice Field Engineer; Develop training sessions tailored for customer requirements, provide lecture based training, facilitate hands-on training labs, author training documentation, design and install customized Cisco Voice systems, work closely with the customer to define objectives, ensure high customer satisfaction throughout project completion
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2.3.2 UNIVERSITY PERSONNEL

Provide a list of team member roles, quantities of each, and the expected duration personnel are needed, to support the implementation of the service, that the University will need to dedicate to this project.

Role and Description	Quantity needed	Estimated effort and duration needed by role
Project Sponsor / Key authority stakeholder	1	Approval authority - presence as requested / duration of project
Project Manager / Primary Project Point of Contact	1	Project oversight throughout duration of project
Voice Point of Contact / University TelCo counterpart	1	TelCo, existing services info, quality of service verification - duration of project
Network Point of Contact / University Network counterpart	1	Local & Wide Area Network support - duration of project
University Technical staff	1-4 per site	Give site access, handset deployment, and as needed

2.3.3 CUSTOMER REFERENCES

The Proposer must submit a minimum of three (maximum of five) relevant customer references for which the Proposer has provided a similar solution within the last three years. The systems must be currently in full production use and be of similar size and complexity to the University. The solution must be presently in full production use (sales pending implementation of key components do not qualify). References of all Proposers may be contacted at any time throughout the RFP process.

Reference 1– Client Name:	State:	Type of Business:
Washington State University – Vancouver Campus	Washington	Education
Contact Name:	Job Title:	Phone Number:
Chuck Harrsch	Network Manager	360.546.9771
System Replaced:	Email Address:	
N/A – New Campus	harrsch@vancouver.wsu.edu	
Number of Users:	When Implemented:	1
650	May 2009	

Managed service with Unified Messaging, MeetMe Audio Conferencing and Attendant Console. Cisco switching deployment.

Reference 2 – Client Name: Washington State University, Puyallup Campus	State: Washington	Type of Business: Education
Contact Name:	Job Title: IT Manager	Phone Number: 253,445,4509
System Replaced: Nortel PBX	Email Address: vernene.scheurer@wsu.edu	
Number of Users: 170	When Implemented: May 2014	
Description / Notes: Hosted Voice Service with Unified Messaging, Meet Video Phones, Survivable Remote Site Telephony, A Faxing, Cisco Jabber with desk phone control and s	Active Directory and Microsoft Office I	ntegration, Ednetics IP
Reference 3 – Client Name: Yakima School District	State: Washington	Type of Business: Education
Contact Name: Andy Gonzalez	Job Title: Director of Technology	Phone Number: 509.573.7000
System Replaced: Nortel PBX	E-mail Address: Gonzalez.andy@yakimaschools.org	
Number of Users: 2000	When Implemented: July 2014	
Description / Notes: Hosted Voice Service with Unified Messaging, Meet Video Phones, Survivable Remote Site Telephony, A Faxing, Cisco Jabber with desk phone control and s Reference 4 – Client Name: Coeur d'Alene School District	Active Directory and Microsoft Office I	ntegration, Ednetics IP
Contact Name: Seth Deniston	Job Title: Director of Technology	Phone Number: 208.664.8241
Quatern Danlagadi	Email Address: sdeniston@cdaschools.org	
System Replaced: Nortel PBX Number of Users: 1000	When Implemented: July 2013	

Reference 5 – Client Name: Moscow School District	State: Idaho	Type of Business: K12 School District – All Campuses
Contact Name:	Job Title:	Phone Number:
Jennifer Johnson	Finance Specialist	208.892.1122
System Replaced:	E-mail Address:	
On premise Cisco Voice	johnsonj@msd281.org	
Number of Users: 400	When Implemented: October 2014	

Description / Notes:

Hosted Voice Service with Unified Messaging, MeetMe Audio Conferencing, Single Number Reach, Video Calling with Video Phones, Survivable Remote Site Telephony, Active Directory and Microsoft Office Integration, Ednetics IP Faxing, Cisco Jabber with desk phone control and soft phone. Cisco switching deployment.

SECTION 3 - TECHNICAL AND FUNCTIONAL SPECIFICATIONS

Ednetics acknowledges all Technical and Functional Specifications from Section 3.1 through Section 3.1.3.7.

3.2 DESIRED ENVIRONMENT

The technical requirements below are purposely described in fairly broad terms. UI is providing basic and essential information so that Proposer can get an understanding of what we are looking for in a cloud-based Unified Communication service. Proposers are encouraged to ask for clarification as needed. UI is open to innovative solutions - use your expertise and experience to apply creativity to design a solution that exceeds our expectations.

3.2.1 INFRASTRUCTURE / ARCHITECTURE / SYSTEMS / NETWORK

We are looking for a cloud-based / hosted service that can provide uptime / availability similar to a local PBX. We understand that a robust systems and network infrastructure is necessary to provide a high quality UCaaS service. We want the Proposer to describe the multiple aspects of Proposer's underlying architecture that allow Proposer to prevent, predict, minimize and resolve system events and outages while simultaneously providing a service with excellent / scalable performance and capacity.

3.2.1.1 Reliability and Availability

A. Describe how you maintain high levels of service reliability and availability. Please differentiate network architecture from systems architecture, while also including factors that are common to both. For example, geographically diverse data centers, redundant network connectivity, redundant carrier connectivity, shared or dedicated tenant resources, mature internal processes for planned maintenance, systems monitoring, capacity planning, diverse pathway, multiple upstream providers, etc.

Ednetics Voice utilizes geographically separated datacenters with either datacenter able to provide all services. Within the datacenters every component has a redundant or load balanced counterpart that is able to handle the load should a failure occur. Our provider network (Ednetics Connect) is a carrier grade IP network that is monitored 24/7/365. The network utilizes virtual separation using virtual routing fabric (VRFs) and virtual local area networks (VLANs) to maintain dedicated tenant resources and operates from geographically separate and redundant datacenters to ensure access to resources at any time. Ednetics Connect contains redundant paths to the datacenters using separate carriers and separate routes. All links are also monitored for usage; upgrades to links will be performed as the need arises. We interface with our public switched telephone network (PSTN) carriers at multiple locations within our geographic footprint. This allows us to load balance as well as handle inbound/outbound calling in the event of a site/equipment failure. Our planned maintenance policy includes at least 72-hour notification for the off-hours scheduled maintenance.

The actual voice service is comprised of a cluster of applications distributed throughout our datacenters. Each voice cluster is unique and dedicated to a specific customer. This allows for custom integration capabilities as well as full administrative access for the University staff.

We plan for the University of Idaho Ednetics Voice service to be delivered on redundant, private and dedicated circuits using a diverse path. The equipment used to terminate these circuits will also be utilized for local dial tone in the event of an outage or service disruption with survivable remote site telephony (SRST).

Please reference Appendix A for Ednetics Voice Network Topology.

B. Provide uptime statistics and details on the root cause of any significant service interruptions over the past 2 years.
 Our service has achieved uptime greater than 99,999% for the past 2 years.

Ednetics Voice has never suffered any significant data center, service failure, or loss of connection with our PSTN providers. Should an outage arise, root cause analysis will be included in the outage notification resolution. We build redundancy into our service through our provider network routing capabilities and our geographically separated datacenters. Should a major outage affect the Moscow or remote campus, there are mechanisms in place to handle calling or route calls to a secondary location. By abstracting the dial tone from the local site/s

additional resiliency is added. This enables our customers to handle calls and notify callers of a major disturbance in the region.

In October of 2013, a major windstorm knocked out power in central Washington leaving a city without power and local dial tone for days. Because this customer's dial tone was terminated with Ednetics in our datacenters we were able to update call recordings to inform callers of the current situation.

The benefits to using Ednetics Voice are that during instances such as this power outage, phone numbers can be routed to areas with power for handling of calls.

3.2.1.2 Failure Scenarios

Describe how the proposed service will be impacted in the following failure scenarios:

A. Upstream Service Provider failure

Our PSTN service providers route traffic to all of our datacenters. We use Dynamic Failover which automatically detects any given outage and provides failover to a second data connection without the need for user or administrator intervention. Together, these features help to ensure reliability and uptime of 99.99 percent or greater.

B. Primary data center failure

The datacenters are designed so that any site is able to carry the load of the complete service. Our datacenters are designed to be active-active. If a failure happens in one site, the other sites are already active and servicing our customers.

C. Denial of Service attack

Our service is not exposed to the Internet at any time, eliminating this risk. Customer networks are segregated from each other using VRF and VLAN technology to prevent data spillage or disruption from other customer networks. These services support segmentation which provides visibility, control, and overall secure service delivery.

D. DNS failure

Ednetics Voice does not use DNS for our service delivery, so a DNS failure would not affect Voice service.

E. UI primary Internet Service Provider failure

Ednetics Voice does not utilize a customer's Internet connection; therefore, a U of I ISP failure would not affect Ednetics Voice service. A private, dedicated and redundant link/s will be installed as part of the service.

F. UI primary data center failure

Ednetics Voice will not include any onsite server hardware that would be impacted by a U of I primary data center failure. The private delivery network termination points could be located in the data center. If the failure affected these components, there could be a service disruption. As part of our proposal, Ednetics has designed diverse points of entry into your WAN/LAN to reduce the risk of service disruption by a U of I primary datacenter failure.

G. UI WAN connectivity failure for one or more WAN sites

Local Survivable Remote Site Telephony (SRST) routers will be utilized for calling in a degraded network environment. We have included additional SRST routers for these locations. The type and quantity of calls able to be placed outside of the University will be a design criteria discussed with the University. In addition to SRST "Call Forward Unregistered" settings can be manipulated to send calls to a cell phone or other department should a phone or group of phones become inaccessible through the network.

H. Network failure in or between UI buildings

If the U of I network has failed, call forward settings would be leveraged for service delivery. We recommend in this scenario that you contact our Support team immediately for additional call delivery options. Ednetics Support staff will partner with your team to resolve the issue.

Campus network and associated LAN routing are responsibilities of the University. Ednetics recommends redundant and diverse network paths to routing points. Should an outage disrupt LAN routing, the phones will attempt to fall back to a local gateway for voice services known as SRST. This will allow phones to use their SRST reference to make calls during a network disruption.

I. UI email environment offline

Ednetics Voice offers Single Inbox for voicemail delivery to an e-mail inbox, but this is not required for voicemail storage. If Single Inbox is utilized and the email solution is offline messages will be maintained in the voicemail server, when service is restored messages will sync as appropriate.

3.2.1.3 Performance

Describe how you ensure that the proposed service remains responsive and scalable. For example, deterministic networks, QoS, dedicated/private networks, peering agreements, monitoring, capacity planning, etc.

This service is delivered on a private and dedicated network to the customer site. We peer directly with other provider networks to route traffic directly to our customers from our datacenters. Our provider network is monitored 24/7 by Ednetics staff. The capacity of the links we provide are determined by the quantity of calls and type of calling expected (video/audio). We also monitor the traffic patterns of the circuit and will proactively increase the capacity as needed.

3.2.2 NETWORK INTEGRATION

3.2.2.1 Integration

Proposer's solution will need to integrate into the existing UI network infrastructure.

A. UI is working under the assumption that the proposed solution will work with existing UI network equipment. Point out any exceptions to this assumption.

Ednetics does not foresee any exceptions to the assumption that the proposed solution will work with the existing UI network equipment.

B. UI needs Proposer to develop a comprehensive list of recommended or required UI network capabilities and changes. At a minimum we are looking for your input on the following: VLAN, QoS, stateful firewall configuration, private network peering, DHCP and DNS, IP subnets, location information (E911), IP addressing and routing.

There is a network recommendations document that includes these details and will be shared as part of the project. This document covers QoS, VLAN design, and routing. DHCP, IP addressing and E911 location information is at the discretion of the University. Ednetics will aid in the design of these elements as needed.

Ednetics will be implementing QoS throughout the provider network to the customer site. We will work with the University staff to ensure their LAN environment has the appropriate QoS markers and other network recommendations.

C. Describe your process for managing a robust end-to-end network service/infrastructure where a significant portion of that network (UI LAN and WAN) is not under Proposer's direct control.

Ednetics incorporates monitoring tools into our service, tracking everything from server process health all the way down to end point registrations. These indicators will alert our Support and Engineering teams in the event of a disruption or alert to initiate our resolution process.

If a University user identifies a Voice related service disruption, a University tech staff member will open a trouble ticket with our Support Desk. Depending on the tickets priority or severity, the appropriate Support personnel will be notified to remedy the issue or escalate if necessary.

Our team will partner with your team, remotely, in troubleshooting should a voice issue involving the U of I LAN/WAN arise.

3.2.3 TELEPHONY

UI realizes that there are hundreds of telephony features available on the current generation of systems and most of them work similarly from manufacturer to manufacturer. We are interested in learning about the telephony features and characteristics that your solution offers that distinguishes it from competitors' solutions.

We need flexibility in regards to which UCaaS features are offered to our customers and when they are offered. Given fixed resource levels we need to control the pace at which "advanced" functionality is implemented. We want to start with the basics, and do them well, before offering advanced features to all University employees. For example, during implementation we expect to provide all current telephone users with a physical IP handset as opposed to migrating some users to softphones.

3.2.3.1 System-Level Features and Functionality

A. Describe how you make any applicable system-level features and functionality accessible to persons with disabilities.

Cisco complies with the Americans with Disabilities Act (ADA), Section 255 of the U.S. Telecommunications Act, and the U.K. Disability Discrimination Act. We also strive to conform to Section 508 of the U.S. Rehabilitation Act and other legislation. In addition, Cisco's employee intranet complies with U.S. regulations and the Web Accessibility Initiative, which is an independent consortium working with organizations worldwide to develop strategies, guidelines, and resources to help make the web accessible to people with disabilities.

In addition, Cisco participates in standards-development committees run by the International Telecommunications Union (ITU), Internet Engineering Task Force (IETF), and Telecommunications Industry Association (TIA) to help ensure that our products meet the highest international standards.

Cisco's open, standards-based IP solutions combine the features of traditional systems with new innovative applications that improve accessibility. For example, IP telephony, unified messaging, instant messaging, and Cisco's Personal Assistant provide increased accessibility to create a more productive and collaborative workforce.

In addition to Cisco's own products such as SpeechConnect, Cisco has relationships with leading third-party vendors and has tested and achieved compatibility with their assistive technologies and devices to achieve optimal and innovative accessibility in communications networks.

B. Interoperability / coexistence – Your solution must coexist with the existing Centranet system in Moscow for the duration of the Moscow cutover. At a minimum you will need to support 5-digit dialing and ANI between the Centranet system and your solution. We expect cutovers outside of Moscow to be flash cuts and therefore do not expect a need to interoperate between old and new systems at these locations. Describe how Proposer will meet these expectations.

The Moscow campus will have a Cisco ISR installed as part of the voice service. This router will be used for PBX integration. The directory number ranges for the Centranet system will be routed from Ednetics Voice through this router and vice versa.

Ednetics has vast experience in phone system transitions of thousands of phones at a time. Our recommendation would be to treat each site as a flash cut including the main campus.

- C. Analog Devices In your response, keep in mind that we differentiate between "POTS" and "analog". As stated previously mentioned, we will maintain a separate POTS contract for critical phone lines. These critical (POTS) lines cannot traverse an IP network and cannot rely on local / commercial building power and are therefore outside the scope of your response. The analog lines for which we need you to provide a solution are non-critical and can be offline if the IP network or building power is unavailable. Examples of analog lines are fax machines and speakerphones.
 - i. Describe what it will take to supply dial tone to analog devices such as fax machines and speakerphones. As previously described, UI does not own copper infrastructure between buildings.

Analog devices are interfaced through Analog Telephone Adapters (ATAs). These devices utilize the IP network and have analog ports. Also included with the service is an eFaxing solution. The Analog User charge in the contract entitles the University to either an ATA or eFax device. Ednetics would recommend transitioning to IP speaker phones to increase flexibility while reducing the overall cost and complexity.

D. Call Logging and CDR – How are call log data and call detail records made available to us? For example, real time or batch downloads, available for download, sent to UI logging host, etc.

Call logs are accessible through Ednetics Portal, which supports real time and batch downloads, and is also available directly through the Call Manager. If needed, the logs can also be automatically exported to a logging host.

E. Reporting – Describe the reporting environment available to UI. For example, web-based, utilization statistics, errors, etc.

Reporting elements are accessible through Ednetics Portal. Ednetics Portal is a web based tool that features usage statistics.

Please see Section 4 for an example of Ednetics Portal.

- F. Trunking Requirements
 - i. Provide information on how your included trunking solution will meet our current and future needs. How do you calculate the number of trunks required? What assumptions do you make as part of this calculation?

Ednetics Voice transmits voice calls via SIP. To calculate the capacity required we take the expected busy hour call volume and multiply it with the bandwidth utilization of a call. We have monitoring solutions in place to send alerts if the usage is approaching the link capacity and will increase the link size as appropriate.

Ednetics is planning the initial capacity at 175% of an increase over your current calling capacity.

ii. What options and limitations does UI need to consider?

The University should consider analog capacity for the SRST routers if they are desired.

G. ACD / Call Center– A few UI departments could benefit by implementing (basic) call center functionality. Provide a description of the ACD/Call Center functionality of your product.

Unified CM provides call queuing natively to users so that callers can be held in a queue until hunt members are available to answer them. Callers in a queue receive an initial greeting announcement followed by music on hold or tone on hold. If the caller remains in queue for a period of time, a secondary announcement is played at a configured interval until the call can be answered—or until the maximum wait timer expires.

Call Queuing Operation:

The Call Queuing feature provides an enhanced capability to handle incoming calls to a hunt pilot number. When an incoming call reaches the hunt pilot, the following capabilities are provided:

- A caller may be connected to an initial customizable greeting announcement before proceeding
- If one or more line members are logged into the hunt pilot and are in an idle state, and if no calls are queued, then the call is extended to the line member that has been idle for the longest period of time.

- If no line members answer a call, then that caller will not be placed in queue. The call is routed to a new
 destination, or a voicemail box, based on the setting under "When no hunt members answer, are logged
 in, or registered."
- Calls will be placed in queue only if all members are busy.
- If a line member does not answer a queue-enabled call, that line member is logged off the hunt group only if the setting "Automatically Logout Hunt Member on No Answer" is selected on the line group page.
- While the caller is in the queue they may hear Music On Hold and a repeating (customizable) periodic announcement.
- Once a line member becomes idle, the caller with the longest wait time across multiple hunt groups is extended to the idle line member. If the idle line member does not answer the call, the caller is returned to their previous position in the queue.
- If a queued call exceeds its maximum wait time, it can be routed to another pattern or it can be disconnected, depending upon how the hunt pilot configuration is configured.
- If the maximum number of callers allowed in queue has been reached, any subsequent caller can be routed to another pattern or disconnected, depending upon how the hunt pilot configuration is configured.
- Line members can display the queue status of their queue-enabled hunt pilots (in other words, the hunt pilots with which they are associated). The queue status display provides the following types of information:

Hunt pilot pattern Number of queued callers on each hunt pilot Longest waiting time

If advanced call center features, including reporting, IVR, and database dips are required, they can be purchased separately through Ednetics.

H. Basic features filtering – Describe the ability of your system to limit the quantity and type of end-user features provisioned to individual handsets such as courtesy phones in public areas. For example, templates, Class of Service, groups, etc.

Each phone can be limited as needed for inbound/outbound calling. Ednetics Voice utilizes Class of Service to restrict types of calls, which may be placed as well as Forced Authorization Codes for a user to override if needed. The implementation of these features will be fine-tuned during the project's design phase.

- I. Voicemail / Unified Messaging
 - i. Provide a detailed overview of your voicemail product including its integration with our hosted Microsoft Office 365 (Exchange) email environment.

The voicemail component included in this proposal is Cisco Unity Connection (CUC). CUC may be integrated with Office 365 for voicemail delivery to a user's email inbox. This is configurable on a per-user basis. When a voicemail is reviewed it will update the Message Waiting Indicator on the phone, or mark the email message with voicemail attachment as "read."

Cisco Unity Connection lets users access and manage messages from an email inbox, web browser, Cisco Jabber, Cisco Unified IP Phone, smartphone, or tablet. Unity Connection also provides flexible message access and delivery format options, including support for voice commands, speech-to-text transcription, and even video greetings.

Cisco Unity Connection is highly secure. It is designed for complex distributed global deployments with support for high availability, redundancy, and branch office survivability. It is fully virtualized, and can be run on specification-based hardware.

Unity Connection is easily deployed, provisioned, monitored and managed using Cisco Prime Collaboration, our single application for unified management of the entire voice and video deployment.

ii. Is user-level granularity available for deciding if voicemail is kept on the telephony system or sent to email?

Yes, this is configurable on a per user basis.

iii. Describe the functionality your product offers for voice-to-text transcription of voice mail messages.

Cisco Unity Connection (CUC) has an optional feature called Speech View that enables voice to text transcription of voicemails to email.

J. Conferencing – The University would prefer that the full capabilities of an audio conferencing (bridge) suite be included with your solution. Please describe the features, options and capacity of your solution.

Ednetics Voice includes a software conferencing bridge capable of servicing audio conferencing via Ad-Hoc or MeetMe conferencing. Ad-Hoc is when a user initiates a conference call with another IP phone or outside caller. MeetMe is a conferencing bridge that can be called into internally or from an outside caller. These conferences are usually configured to limit participation to 15 callers, but that number may be increased based on the need. The total capacity of the solution will be determined in the design review phase of the project as we have the ability to offload conferencing to resources deployed with the solution.

- K. Toll-free Calling The preferred solution would have unlimited toll-free calling, similar to cellular phone calling plans.
 - i. Describe the features and limitations of your inbound and outbound toll-free calling. For example: local only, US only, North America only, international, etc.

This service includes unlimited domestic long distance which is defined as the 50 US states and Canada. International calling is a toll charge and the rates are included in the terms and conditions of the contract. Inbound toll-free is available with Ednetics Voice and the rates are also included in the terms and conditions of the contract.

ii. Will UI need to maintain an agreement with a separate long-distance carrier?

No.

L. Toll Calling – How do you maintain competitive toll call rates and how do you differentiate yourselves from your competitors on those rates?

Toll calls through Ednetics Voice are international calls (except for Canada), inbound toll-free, and directory services (411, etc.) The rates for each are defined in the terms and conditions of the Voice contract. We work with our upstream providers to provide competitive rates for our customers. With the inclusion of domestic long distance as described in the Toll-free Calling section we see a great reduction in the quantity of toll calls for our customers.

M. Toll Call Blocking – Describe how your service offers configurable toll call blocking options. For example - blocking of toll calls at a default per line level, requiring a PIN for toll calls, inbound collect call blocking, blocking inbound 3rdparty calls, etc. – Question to Josh

Class of service restrictions allow for blocking toll calls or requiring a PIN to proceed with a call that would incur a charge. This can be restricted or granted to a per-user or per-line level.

N. ANI – Outbound ANI must be controlled and customizable by Class of Service and by individual line. Inbound ANI data must be available to peripheral devices, including voicemail systems and analog extensions.

We comply with this requirement.

O. Local / DID number porting – We need you to port our existing local/DID numbers into your solution. In all locations, except Idaho Falls, migrated users will be keeping their current phone numbers.

We comply with this requirement.

P. 800 service porting – We will need you to port our existing "1-800" numbers and services into your solution.
 We comply with this requirement.

Q. Survivability – We expect dial tone survivability to be implemented at each site. Describe the capabilities and options of your solution in providing local dial tone survivability when a site's external network is offline.

The routers used to terminate the private circuits are used as Survivable Remote Site Telephony (SRST) routers if the external (provider) network is inaccessible. These are included with the service at no additional charge. In SRST mode local calling is available to phones that are routable on the network. POTS or other voice circuits may be connected to these SRST routers to be used in the event the service was disrupted and outside calls need to be placed. We recommend some of these lines be reserved for 911 or emergency type calling. Additional SRST routers have been included to service the remote sites in the event their WAN connection is disrupted.

- R. E911 and Location We will prefer a solution where comprehensive E911 services are integrated.
 - Provide details on your recommend E911 solution including, 911 & 9-911 (or other leading digit dialing) support, maintenance of databases, processes for transferring location information, processes for keeping location information updated, validation of location information, monitoring of 911 calls by University safety staff, etc.

Ednetics Voice includes a comprehensive E911 service called Cisco Emergency Responder (CER).

Dialing 911 or 9-911 will route the call as an emergency call. The final details of the design will depend on the University's E911 zoning requirements. Ednetics Voice standard E911 recommendation is to zone by building. This allows for building specific information to be passed to the Public Safety Answer Point (PSAP). In addition to the PSAP notification an internal alert to desk phones, cell phones, and an email message detailing which extension is in emergency will be sent to personnel identified by the university. Typically this will be any first responders within a given area, the front office or reception area of a building, and any other key staff for an emergency.

The maintenance of the database will be a shared responsibility between the University and Ednetics. The University will need to notify Ednetics of changes that need to be made (address information, notification personnel, etc.) for processing and update with Intrado. If switch port level zoning is required the University staff will provide a port map of each zone's switch port coverage.

The Ednetics Voice system automatically updates a phone's zone, ID based on the Cisco switch port information programmed (HP will be limited to per building zoning). This means if a phone is moved to a new building location and 911 is dialed, the physical location of the phone will be relayed and associated internal notifications sent.

ii. How will E911 location information be collected from the UI environment? Include information for handsets, softphones, and wireless handsets

University staff will need to provide the addressing and zoning information to be programmed into the system. The details required will be identified in the design phase of the project based on the requirements. As an example: if building zoning is required, we will need the building's physical location information and the associated IP subnet to track; if port-level tracking is required (requires Cisco Switching) a switch port map and associated zone information (building address, room/wing/floor information as appropriate) will need to be provided to Ednetics.

S. Paging / Intercom -

i. Describe how your solution allows paging/intercom functionality through the IP handsets.

Ednetics Voice includes Singlewire Basic Paging that allows for paging for up to 50 handsets simultaneously. There is an intercom function built into the phone system that can be configured based on the University's needs. If a more robust emergency notification system is required, an option will be provided for Singlewire Informacast Advanced Paging.

- T. Directory The ideal solution will integrate with UI's Active Directory.
 - i. Describe the directory services your solution provides.

Ednetics Voice polls Active Directory (AD) for the phone system's corporate directory. In areas where AD is not available or a user is not included in AD, a local user can be configured into the phone system for lookup and authentication.

ii. Does your solution integrate with Active Directory? If so describe the requirements to implement and the benefits.

Yes this service does integrate with Active Directory. The AD requirements are a service account able to query AD for the phone system to use, ability to route to AD through the network, and significant AD fields populated for polling. For example, directory number is sometimes used as a key for polling.

U. Attendant Consoles - Provide a description of the options available to support attendant consoles.

A third party attendant console product may be used with this solution. Any third party application supported by Cisco can integrate with this solution. Ednetics has experience integrating Akkadain Labs attendant console, an option can be provided for this service if requested.

- V. Hosted Fax Service UI currently has at least 200-300 analog fax devices in use. We believe that many of these devices/lines could be removed from service (saving money) if your solution offers an acceptable virtual / network-based fax alternative.
 - i. Describe the network-based fax service that is included with your solution. How would it integrate with our current email system?

Ednetics Voice's IP faxing service uses Simple Mail Transfer Protocol (SMTP) send connectors within the University's email system to send an email attachment as a fax through the PSTN. To send a fax a user sends an email from their University messaging client to a phone number with a custom faxing alias (@fax.uofi.edu as an example) that will transform the email's subject, body and attachments into a fax for transmission.

Incoming faxes to the U of I through the IP faxing service will be sent to the recipient's email inbox. A fax may be received by an individual user or sent to an email distribution list as requested.

ii. Does it support sending faxes directly to employee's phone numbers?

Faxing is supported only to numbers associated to the faxing service.

iii. What options are available for routing inbound faxes?

Inbound faxes can be routed to an individual user's mailbox, email distribution list, or Multi-Function Printer (if supported).

iv. Describe outbound fax features and requirements from the perspective of desktop and mobile clients.

Outbound faxing will automatically generate a cover sheet and use the email message's subject, body, and attachments (.docx, .pdf, .jpg, .txt, .xlsx) for the content. Sending a fax must be done through the user's University email account.

W. Toll Fraud – Describe the ability of your solution to prevent toll fraud, and your processes for working with the customer to prevent unauthorized charges.

We proactively block calling to areas of high toll fraud activity. If calls are needed to be placed to these locations, University staff will need to request these areas to be unblocked. Forced Authorization Codes (FACs) can be used to alert a caller that the number they are dialing will incur a charge. FACs are intended to be user specific.

X. Texting – Describe how your system supports SMS texting. For example: service users receiving text messages through their desktops, e-mail, or handsets; service users sending SMS text messages from their desktops, e-mail, or handsets, etc.

Third party messaging services may be integrated if supported by Cisco for Unified Communications Manager.

3.2.3.2 User-Level Features and Functionality

A. Describe how you make end-user features and functionality accessible to persons with disabilities.

Cisco complies with the Americans with Disabilities Act (ADA), Section 255 of the U.S. Telecommunications Act, and the U.K. Disability Discrimination Act. We also strive to conform to Section 508 of the U.S. Rehabilitation Act and other legislation. In addition, Cisco's employee intranet complies with U.S. regulations and the Web Accessibility Initiative, which is an independent consortium working with organizations worldwide to develop strategies, guidelines, and resources to help make the web accessible to people with disabilities.

In addition, Cisco participates in standards-development committees run by the International Telecommunications Union (ITU), Internet Engineering Task Force (IETF), and Telecommunications Industry Association (TIA) to help ensure that our products meet the highest international standards.

Cisco's open, standards-based IP solutions combine the features of traditional systems with new innovative applications that improve accessibility. For example, IP telephony, unified messaging, instant messaging, and Cisco's Personal Assistant provide increased accessibility to create a more productive and collaborative workforce.

In addition to Cisco's own products such as SpeechConnect, Cisco has relationships with leading third-party vendors and has tested and achieved compatibility with their assistive technologies and devices to achieve optimal and innovative accessibility in communications networks.

- B. Handsets Describe and present options for at least 3 tiers of IP handsets; basic, advanced and receptionist/operator.
 - i. What are the features of your handsets that set them apart from the competition?

All handsets included in the response of this RFP have a high quality full duplex speakerphone, switch pass through port, and fixed keys for common telephony features. If video endpoints are selected, all calls between IP video phones would be native video calls.

ii. Do you recommend and support 3rd party handsets?

3rd party SIP handsets have the ability to register with the phone system but the feature set cannot be guaranteed. Ednetics recommends Cisco Unified Call Manager supported handsets for use with this service.

 Our desired setup is to use IP handsets as a pass through network connection for the user's desktop computer. Most handsets could be rolled out with a 100 Megabit computer port but some users will require Gigabit.

All IP phones proposed in this solution have a pass through network port. There are phones included in this proposal with a gigabit capable pass through network port.

 Handset costs will be a significant factor in our determination as to which handset we select as our standard.

Ednetics acknowledges.

- C. Handset network-focused details
 - i. Describe how the VoIP handsets determine the Voice VLAN they should be using. Which method is recommended/preferred: DHCP, LLDP-med, or other?

The handsets negotiate the Voice VLAN by CDP on a Cisco Switching platform. On an HP switching platform, LLDP-MED will be used to negotiate the Voice VLAN.

ii. What are the power requirements of the recommended handsets?

All handsets proposed require 802.af compliant PoE or an optional power adapter where PoE is not available.

Describe the IP handsets ability to communicate its capabilities to the PoE switch (for example, LLDP-MED).

CDP is used with Cisco switching to negotiate power, LLDP-MED is used for HP switching.

iv. Describe how the IP handsets obtain their configuration and any required options.

The phone servers are programmed with the IP handsets MAC address for each phone's settings. When that phone is plugged in on the network it pulls the configuration associated to its MAC address.

D. Cordless Handsets / Wireless Headsets – We will prefer options that support industry-standard wireless protocols and non-proprietary hardware. What options are available for phone users who prefer a cordless handset or wireless headset?

The phone models proposed with a headset port will work with any standard corded or cordless headset with the RJ11 style connector. Optional models have been listed with support for Bluetooth. Cisco 7925 is a wireless handset that operates on the WLAN. A traditional wireless handset can be plugged into an ATA.

E. Mobile and Remote Teleworker Access – Describe how your solution supports employees who are working away from their primary workspace, either on campus or off campus and not using the UI network. For example, UI is very interested in learning about how your product integrates with personally owned cell phones, how remote workers outside of the UI network could utilize your solution, etc. How does your solution ensure that related network traffic is secure?

Ednetics Voice comes with a feature called Single Number Reach (SNR). This feature allows for a user's private or University cell phone, alternate number, or any other contact to be associated with a user's directory number. When the directory number is called the SNR number will ring as programmed. This can be set to only ring during business hours. In addition to SNR if a remote worker has a VPN connection to the University network an IP handset can be used just as if they were on campus.

F. Soft phones - UI does not plan to offer softphone client functionality to our customers as part of this project but need to understand your solution. Tell us about your softphone solution. Describe what it will take to roll out and support soft phone clients in our environment. FYI, our previous informal softphone testing was unsuccessful due to stateful firewall traversal and VLAN issues. Also, describe how your solution provides support for 3rd party softphone client software.

Our softphone product utilizes Cisco Jabber. Cisco Jabber is an instant messaging and collaboration application designed to be installed on a user's workstation. Cisco Jabber is included in our solution at no additional charge.

The Ednetics Voice standard user rate covers the optional use of either a soft phone or a desk phone. If a user requires both a desk phone and a soft phone, an additional charge will apply. See Additional Pricing in Section 6.

G. Wireless - Voice traffic over WiFi is not a requirement for this project but we are interested in your recommendations for what would be required to support your service on our wireless network. We assume that our current wireless network infrastructure, which does not utilize QoS, is not capable of supporting guaranteed quality voice traffic.

The Cisco 7925 is a wireless handset designed to use the WLAN. If the wireless network is not considered "Voice Grade Wireless" a better solution could be to use the Single Number Reach feature.

H. Speakerphones - UI currently uses and may continue to deploy high-quality, expensive analog speakerphones in conference rooms and large offices. What are your recommendations regarding speakerphones? For example, would you recommend converting all existing speakerphones to IP, continue to support existing speakerphones via analog gateways, etc.?

Ednetics recommends using our speaker phone option, which is the Cisco 8831. The current analog speakerphones can be supported under the analog user fee with an ATA.

I. Computer-based Call Control – Describe how your solution allows for computer-based control of IP handsets.

Computer-based call control can be handled through Cisco Jabber or Microsoft Lync. The users phone can be controlled through Jabber or Lync for answering, transferring, conferencing, etc.

3.2.4 SECURITY

The proposed solution must be adequately secured to comply with Federal and State laws and regulations as well as meeting accreditation and University requirements.

A. Describe how physical access to the data center(s) is controlled?

Physical access is controlled through locking doors and key card access. Only authorized personnel are permitted in the datacenters. Inside of the datacenters we use locking racks only accessible to those who are a member of the Ednetics Managed Service Team.

B. What security measures will be taken to protect University data?

All of our customer data is stored separately. We physically and logically control access into our datacenters.

C. Describe the written policies, procedures, and methods for ensuring security.

Ednetics Customer Proprietary Network Information (CPNI) policy is in place and in compliance with FCC standards. This policy requires Ednetics to protect your network information and account information from getting into the wrong hands. In order to do this, Ednetics requires a list of authorized contacts with contact information to be kept on file and to be updated whenever there is a change in contacts. Where logons and passwords are required for web access to Ednetics systems, they are set up via telephone in order to verify the party making the request is authorized. New employees are covered upon hire on the CPNI policy and all Ednetics employees are covered annually, which includes the ramifications of violating that policy. Certification is required from each employee and maintained in their personnel file. It is Ednetics policy that only employees who have a legitimate need to know, have access to a customer's CPNI, however, all employees are covered on the policy whether they have access to the CPNI or not so they will understand the seriousness of protecting customer network and account information.

D. Explain the proposed solution's response to applicable state and federal laws, including and specifically addressing CALEA compliance, and explain how you maintain compliance with privacy rules & regulations (such as the Privacy Act of 1974, PCI, HIPAA, etc).

Communications Assistance Law Enforcement Act (CALEA). Cisco Unified Communication Manager is fully capable of meeting the CALEA standards. Ednetics is in full compliance with CALEA standards and the law. Our CALEA System Security and Integrity Policies and Procedures Manual outlines the procedures to follow in case of a request from law enforcement. Ednetics senior employees have been designated as compliance manager and assistant compliance manager(s) to work with law enforcement to legally implement and activate the request. The compliance manager and assistant compliance manager and assistant compliance manager (s) are responsible for making certain all such requests and procedures involved in the request are followed. One of the most important tasks in our compliance is to lock up the results of the interceptions, access to call-identifying information, and traps and traces to maintain the confidentiality of the information obtained.

Privacy Act of 1974. Ednetics provides all information in required reports to governmental agencies at the aggregate level. Ednetics provides no specific customer information in their required reporting to any governmental agencies. If such information were requested of Ednetics from a governmental agency, the requester would need to provide proof of a legal court order delivered by an authorized party with identification. Ednetics has processes in place to handle such requests from governmental agencies with a specific compliance manager to oversee that proper procedures are observed as in the request for interceptions, call-identifying information, and traps and traces above.

Payment Card Industry Data Security Standard. Ednetics is in compliance with this standard.

E. Is the encryption used in this system on either hardware or software phones restricted from use in countries outside the United States?

Yes, the version of Cisco Unified Call Manager we use is Restricted from export outside of the US (this would indicate that if a phone is outside of the US it would not be able to use the encryption mechanism within the Call Manager).

F. Indicate where data centers are located or any place where you store customer data, include any locations outside the United States.

Ednetics maintains datacenters throughout the northwest. Our main points of presence are located in our corporate headquarters in Post Falls, ID and in the Westin Building in Seattle, WA.

G. Do you provide a separate written Service Level Agreement that covers security concerns, risks, and liability coverage? If so provide a sample.

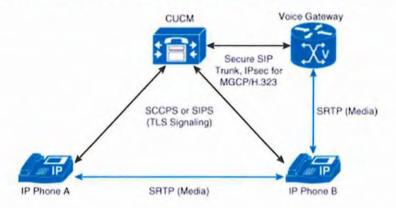
Our Service Level Agreement is included in the Terms and Conditions of the voice contract. The SLA does not specifically cover security concerns but an outage that meets the language of the Terms would be covered.

H. Do you provide encryption of all stored data? Indicate types of encryption and where used.

Call detail records are only accessible through authenticated user access by those who are granted access. These records are transmitted to the servers is sent via Secure File Transfer Protocol (SFTP). System backups are transferred to our backup solution with SFTP and stored encrypted TAR files.

I. Can all media packets (voice, video, IM, etc.) in transport be encrypted? Describe the encryption solutions used.

Cisco Call Manager has two modes of operation. By default it is Non Secure mode meaning all Signaling and Media is Unencrypted. The other mode is known as Mixed Mode, it is referred to as mixed mode because once enabled the Call Manager will be able to support both encrypted and unencrypted communications with endpoints. Once Call Manager is in Mixed mode and the appropriate changes have been made to the endpoints we can see the use of Secure Real-time Transport Protocol (SRTP) and Transport Layer Security (TLS) here:



J. Who has access to any decryption keys and how are they secured?

Encryption and decryption of data is handled between the phone and server. There is no decryption key that a user or administrator has access to.

K. What types of operating systems are running on the servers and how do you secure them from exploits?

The servers associated to this phone system are based on a custom build of Red Hat Linux and security updates are released by Cisco and applied accordingly. Also these systems are not exposed to the internet and on segregated networks from other customers.

L. What is in place to prevent device-level exploits? This should include any locally installed gateways, data-storage devices, and the telephones (including soft phones).

Locking Admin interfaces of phones, no phone auto registration, gateways password protected, ACLs, no data storage onsite, soft phones require AD authentication and pre-provisioning of equipment are a part of what is used to prevent device level exploits.

M. What are the software update mechanisms for installed gateways, data-storage devices, and telephones (including soft phones)? How is the update mechanism resistant to person-in-the-middle attacks? What is the support lifecycle for product enhancements or bug fixes?

Cisco IOS versions are initiated by an administrator, phone's CTL and ITL must match for a phone to trust it (security by default). Cisco release major upgrades on a semiannual basis, minor patches are released to address bug fixes and other vulnerabilities as identified.

N. What type of security exists within the applications to prevent abuse and malicious activities?

Management of the applications is done through a web GUI that is secured with SSL. There are the typical Authentication Parameters that can be set to lockout accounts with too many failed login attempts. There are alerts that can be triggered from RTMT when these failed attempts are happening. We can also set the minimum length of credentials as well expiration of those credentials (for accounts that are local to UCM/CUC) if LDAP integrated those rules will depend on their Active Directory Authentication rules. For voicemail we can force PINs to be a certain length, expire, store previous pins for certain amount of time so they cannot be reused, and prevent trivial PINs from being used.

O. What security measures are in place to provide secure access to authorized University staff that need to access the system's management tools?

If Active Directory integrated, a user's account may have roles associated to it for administration of the phone system.

P. How do you protect the services from standard IP vulnerabilities, including person-in-the-middle and denial-of-service attacks?

This service is not exposed to the Internet; we segregate customer networks and individual customer voice clusters.

Q. What are the firewall traversal requirements (applications, ports and protocols) for the service?

Ednetics Voice does not traverse the Internet and is delivered over a private circuit to the customer premise so no firewall traversal is required. If University policy dictates this traffic passing through a firewall, the list of ports and protocols will be provided.

R. Explain the frequency of third party audits of the systems and processes of the proposed solution. If possible, please include the results of the latest SOC 2 type 2 audit.

Ednetics complies with all of the FCC and State regulations for a CLEC. Ednetics will provide documentation as needed upon request.

S. For cloud services, please provide the assessment results of a Cloud Security Alliance Cloud Controls Matrix version 3.0 or better, or equivalent documentation.

Ednetics Voice is not an Internet based Cloud service. All connections to and from the customer sites are private and an extension of the customer's network.

T. Describe the electronic discovery and retention capabilities of the proposed solution including user or centrally instigated voice mail retention policies and the ability to administratively extract voice mail messages (for example, as part of a Public Records request facilitated by the University).

Voice mail retention policy is customizable. Voice messages may be access through a web browser or an email inbox.

U. Describe the logging capabilities of the service for both administrative changes and normal use.

Auditing is built into the application. The system also supports exporting syslog.

V. Describe the retention time available for system logs and call detail records and how are they made available for integration into external logging facilities (Syslog, SIEM tools) or for export.

Call Detail Records (CDRs) are retained for 7 years per FCC regulation. CDRs are available through our User portal or through SFTP from Call manager for customer use. System logs are maintained by Ednetics and retained for 3 months.

3.2.5 SYSTEM SUPPORT / MAINTENANCE

The University support staff's goal is to provide superior customer service to the service users. UI's team will best be able to meet this goal by working in a collaborative and cohesive partnership with all parties involved in delivering the proposed service. Part of our excellent customer service strategy is being able to give timely, informative, and thorough messages to service users. It will be vital to our success that all available information be shared between UI and the service providers as soon as it is known.

The service providers must be willing to work with open-lines of communication and deliver a responsive, caring attitude in their customer service. Proactive, meaningful communications and easily understood information is critical to our customer's satisfaction.

UI is new to supporting UCaaS and the Proposer is invited to offer suggestions on best practices for organizing and developing a support function for UCaaS at UI.

The University requires:

A. A clear understanding of the responsibilities of the service(s) providers and the University

Acknowledged

- B. Documented accountabilities of all companies involved in delivering the service(s)
 Acknowledged
- C. Collaborative, cohesive, and timely responses from all service(s) providers

Acknowledged

D. On demand status information that is current and meaningful

Acknowledged

- E. Open lines of communication and freely flowing information in both directions Acknowledged
- F. Scheduled reports delivered by Proposer to the University showing Service Level Agreements are being fulfilled Acknowledged

3.2.5.1 Monitoring and Notifications

The ideal solution will include monitoring and notifications alerting University support staff of service issues upon start of an event.

A. Describe your support and troubleshooting process, including expectations of University.

We stand behind our services by providing ongoing support through our dedicated Support Desk. This team exists to provide excellent responsiveness, technical support and repair services to our customers. This group enforces the Service Level Agreement (SLA) requirements for our support agreements. We use an enterprise class ticket tracking system to ensure that each issue is accounted for from inception to resolution. This group is trained on the troubleshooting and the resolution of common issues for all of the solutions that Ednetics offers. In addition, the Support Team uses internal paths of escalation including access to our specialized teams and our business partners (such as Cisco Systems, Microsoft, Exacq, etc.).

B. Provide details on time-based support levels. For example, business hours, 24x7, weekends, etc.

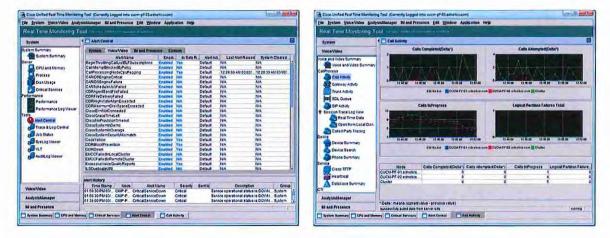
Our support provides customers with guaranteed response times, free remote support and direct access to our network engineering staff. Typically our support agreement provides organizations with a Tier 2/3 support level. Tier 1 would be the Customer network administrator staff or other local resource. While Ednetics staff may often participate in advanced troubleshooting and problem solving, we can also serve as an extension to the Customer system administration team if necessary; an example would be assisting with a remote Move/Add/Change (MAC) or dial-plan change.

Ednetics provides a dedicated toll free phone number (877.809.4610) and e-mail address (support@ednetics.com) for submission of support requests. Our managed services customers can reach a support technician 24/7.

Please see the example support agreement attached to this proposal in Appendix A. The services listed in the agreement example are provided along with our managed VoIP solution. Each support agreement includes a custom list of supported equipment and services.

C. Describe the system monitoring and performance monitoring tools included in the proposed service and which if any, the University support staff will have direct access to view.

Cisco Call Manager includes a Real Time Monitoring Tool that is accessible to University support staff. Examples of the Real Time Monitoring Tool are below:



- D. Describe any API's you have allowing custom interfaces or third-party interfaces for monitoring and notifications. The custom interfaces are delivered though our Portal that is developed and maintained by Ednetics.
- E. Describe how the University and users are notified by the service provider of status changes (i.e. event, outage, etc.) in the proposed service.

Service and maintenance notifications are communicated through our support desk. This message includes the date and time for the maintenance to occur, a brief description of what is occurring, the expected disruption or impact, and the scheduled time. After the work is complete, a "maintenance complete notification" message is sent out.

Outage notifications will include as much detail as possible in the message announcing the service disruption with the estimated downtime (if available). As more details of the event are available, outage updates are relayed as well as an outage summary when the situation is resolved.

F. Describe how you inform customers of planned service changes, new service offerings, and other upcoming service events.

Service announcements are included with the hard copy invoice, electronically through product update emails, and notifications through our Portal.

CONSENT - BAHR - SECTION II

G. Describe how you monitor call quality. For example, distracting noise, echo, pops, delays, etc.

We monitor all calls placed on the system using Netflow. This allows us to see latency, packet loss, jitter, and other items associated with poor call quality. Cisco Call Manager also records the Mean Opinion Score (MOS), which is a metric for measuring call quality, into the Call Detail Records.

3.2.5.2 Web-based Interface for System/Account Administration

The ideal solution would provide a GUI interface for administration of user-level telephony configurations.

A. Describe your philosophy and approach with customers that prefer to take a selective but active role in the management and maintenance of their telephone environment.

We offer full administrative access to the phone system for the University support staff. We also offer full support of Moves, Adds, and Changes through our Support Desk. This allows our customers to customize their management experience for their phone system. At any time during the contract the roles and responsibilities can be adjusted to suit the University's needs.

B. Describe what interface(s) the proposed service will provide the University for performing administrative tasks. For example, building and modifying station programming, call routing rules, user groups, report generation, etc.

The University will have full administrative access to the web interfaces used to maintain Cisco Call Manager, Unity Connection, Emergency Responder, and Cisco Jabber.

C. Describe how the proposed service supports tiered access permissions for administrators, site coordinators, users, etc.

The interfaces are LDAP authenticated with the user's credentials. Permissions are assigned based on the user for the level of access granted (administrator vs end user).

D. Describe what the proposed service offers to handle preprogramming of tasks and which types of tasks can be scheduled to execute later (typically during off-hours).

The applications have inactive partitions that are used to stage upgrades and patches. A reboot to switch to the updated version is then scheduled for the prearranged maintenance window.

E. Are any other management tools provided, such as online access to billing, usage reports, CDR exports, APIs, etc.? Describe the portals available to obtain such information.

Ednetics has developed a custom Portal designed to give administrators access to these items. Since this feature is maintained by Ednetics we are able to incorporate user requests into the interface.



Example of Ednetics Portal:

3.2.5.3 Change Management/Trouble Tickets

A. Describe what the proposed service offers for submitting and managing University and Proposer-generated change requests (MACDs), service requests, and trouble tickets.

Requests may be made through our support line, email to our support team, or through our admin Portal.

B. Describe how the Proposer will communicate and track requests for support from the University for Proposer's on-site equipment.

Maintenance notifications will be emailed out to University staff when routine maintenance is required. If there is an outage due to onsite equipment, outage notifications will be communicated.

C. Describe the capabilities of the interface or supporting system for escalation routing and notification rules.

Our support desk has automatic escalations based on the case severity and urgency. An email request can also be used to escalate a support ticket.

D. Describe any API's you have for third party software. For example, problem ticket systems, systems event logging, other customer-owned software, etc.

N/A

3.2.5.4 Roles / Responsibilities / Accountabilities

The University of Idaho has locations across the state at urban and rural sites that can make support challenging. Further challenges lie in UI's newness in supporting a UCaaS solution. As stated above, our goal is to have superior customer service and to that end it will be critical to have smooth transitions in support and a clear understanding of how the Proposer's staff and UI support staff will collaborate across points of demarcation.

To understand the expectations for support between the UI support staff and the support outlined in the proposed service, the Proposer should describe and be as thorough as possible in explaining their roles, responsibilities, and accountabilities as well as the Proposer's expectations of UI staff included in the proposed service offering.

- A. Following initial implementation, we anticipate Proposer support staff may be responsible for:
 - i. Non-intrusive monitoring of system status end-to-end.
 - ii. Notifying University support staff of system status changes, planned updates/changes.
 - iii. Receiving and acting upon MACD requests.
 - iv. Engineering and design for future deployments.
 - v. Troubleshooting and advanced diagnostics.
 - vi. Providing training and documentation for trainers, support staff and users.
 - vii. Service responses as identified in the Service Level Agreement.

Ednetics acknowledges and will comply.

- B. Following initial implementation, we anticipate University support staff may be responsible for:
 - i. University on-premises LAN and WAN design, maintenance, and support.
 - ii. Wiring from on-premises closets to service end-point user devices.
 - iii. Delivery of end-point user devices from local University storage to user locations.
 - iv. Initial provisioning, device moves, minor configuration changes, first-line support.
 - v. Communications with UI customers.
 - vi. On-premises basic troubleshooting/replacement of user end-point devices.
 - vii. On-premises troubleshooting and repair of device connectivity and LAN configurations.

vili. On-premise user training/documentation on feature usage and device/service configuration.

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Ednetics acknowledges and will comply.

- C. Provide information on the following:
 - i. Describe your expectations of the University during end-point deployment management, including tools and processes.

Ednetics will provide worksheets to ensure each users phone, directory number, and MAC address is documented and programmed as intended. The deployment of endpoints will be discussed and coordinated with Ednetics Project Management and University staff. University staff will be responsible for placement of the endpoint at the intended location. Ednetics will provide the process we use for endpoint deployment to the University to use as they see fit. Endpoint deployment includes physical placement, patching from the device to wall to switch port, verify IP address is from the correct DHCP pool.

As part of handset staging Ednetics will require customer-populated worksheets with the required fields for system programming. The process and worksheets will be shared during the project phase.

If the University chooses to have Ednetics manage the end-point deployment management, a pricing option has been provided in Section 6.

ii. Describe how you assist an organization that is new to supporting UCaaS. For example, what roles and how many staff are needed at the University to support the service?

Tier I support is a University responsibility and the number of staff will depend on the University's user needs. Ednetics assists in phone system administration training, support process and escalation, as well as common troubleshooting items. The University will need to provide an authorized user list for access into the administrative console of the system and who has the influence to request changes to the design of the service.

iii. Describe what your support would include, specifically any support services Proposer will provide above and beyond the stated responsibilities above.

Our support covers all remote Moves, Adds, and Changes (MACs) of the service. We maintain the servers patch levels, firmware, and general maintenance of the system. The University staff will be the onsite component to our support desk when an issue requires on sight troubleshooting for equipment that is not Ednetics owned.

Ednetics also covers all of the system monitoring of the service including monitoring of call quality, system health metrics, and the provider network.

iv. Define the typical point of demarcation of support provided by University versus Proposer. Describe how we will work together to smoothly provide superior customer service across that boundary.

We define the point of demarcation in our terms and conditions, as anything connected to the University LAN is a University responsibility. Everything upstream from the service demarcation is a responsibility of Ednetics. Our Support Desk will remotely aid University staff in troubleshooting steps as needed for devices on the University LAN. When problem isolation is required we work with our customers in a WebEx conference provided by our Support Team.

3.2.5.5 Invoicing

The University currently uploads and compiles the charges from monthly invoicing from multiple telephony providers into Calero's enterprise communications management solution, Pinnacle. Pinnacle contains individual charge detail and associated university accounting information, by telephone number. Pinnacle collates the charges and then feeds account totals into Banner, the university's ERP system. The individual charge detail is contained within Pinnacle for detail report retrieval by university fiscal staff. This process is not expected to change. The ideal solution provides intuitive tools for reconciling discrepancies between Proposer's solution and the University's applications.

The proposed solution must satisfy the following requirements:

- A. Monthly service invoices must be available in two formats:
 - v. A regular invoice format with invoice number, date, account number, current month summary recap (with totals), high-level summary detail (with sub-totals and totals), and a previous activity recap/account recap with beginning, current month activity, and ending balances. This should be an electronic file such as a .pdf file.

Ednetics acknowledges and will comply.

vi. Electronic, downloadable or retrievable files (flat file, .csv, etc.)

Ednetics acknowledges and will comply.

 Detailed line accounting of each charge by telephone number. This would include all recurring and non-recurring--non-usage charges. These charges should include description and amount of monthly line charges, taxes, support, etc.

Ednetics acknowledges and will comply.

b. Detailed call detail record (CDR) files of toll call usage. The detail must include for each call, the calling number, called number, date of call, location of called number, time of call, duration of call, and amount charged for the call

Ednetics acknowledges and will comply.

Please provide the following information:

A. Describe any billing reports that are available through your application. Include what information they provide, for what circumstances they would be useful, and how they are retrieved or viewed.

Our customer portal has many pre-generated reports for frequently requested items. These reports include toll calls and associated charges, all call details, emergency calls placed, etc. Reports can also be created on demand for specific data.

B. If UI identifies a need for a report that isn't currently available, describe the process for obtaining that report.

The user can generate custom reports. These reports can be exported to .pdf or .csv. If the type of information in the custom report is frequently viewed, this can be turned into a pre-generated report through our Support Desk.

C. Describe how we can access active and inactive records to validate invoicing in-service dates, work order information, etc.

Records are retained for 7 years per FCC regulation. All records are active and accessible through the customer portal.

D. Describe your process for invoicing your customers, including the day of the month your invoicing is performed, how your invoice is sent, the invoicing begin and end dates, if service charges are in advance or arrears of the service, etc.

Invoices are dated on the 1st day of the month and are due by the 10th of the following month. You would normally receive your invoice before the 10th of each month allowing you thirty (30) days to pay. Ednetics bills in advance for Monthly Charges and in arrears for services used in the previous month and not yet invoiced, e.g. a service started after the 1st of the month. International long distance calls, if any, are billed in arrears, as would all other usage-based services such as Toll Free, Directory Assistance, etc.

E. Describe your process for handling invoicing discrepancies, including the contacts to resolve discrepancies, your escalation process, etc.

Invoicing discrepancies begin with a phone call to Customer Service and Billing Inquiries at 877.809.4610. They will direct your call to the proper person to handle your inquiry. Direct contacts for handling invoicing discrepancies and escalations are:

Direct Contact:	Susan Lamb	Escalation Contact:	Jenny George
	Telecommunications and		Director of Finance and
	Regulatory Specialist		Administration
	208.619.2679		208.262.2054

F. Describe your process for requesting and receiving credits, including forms or formats required, deadlines, etc.

Requests for credits may be made to Susan Lamb at 208.619.2679 or via email at <u>susan.lamb@ednetics.com</u>. Documentation is required with the request. Such documentation may be provided verbally, or as an attachment to an email or both. If you have a form you would prefer to use, we are open to using whatever means is easiest for you to communicate with us. A request for a credit with documentation should be received prior to the end of the month so the credit could be applied to the next invoice.

3.2.5.6 Service Level Agreement

The service level agreement (SLA) needs to define the business expectations and working relationship between UI, Proposer, and all parties of the service. It is expected that Proposer will work with UI and the service providers to arrive at a single SLA. The SLA must provide a measurable framework for your service and must provide clarity in items such as the request/event prioritization, an agreed upon level of downtime, support response and resolution times, etc. UI expects a service performance tracking mechanism where the performance of the service is measured and reported.

A. Proposer must provide a Service Level Agreement (include with the proposal as an attachment). Describe your service level guarantee for all areas of service.

The SLA for our service is included in the Terms and Conditions of the Ednetics Voice Contract.

For example:

- i. System availability
- ii. Latency
- iii. Packet loss
- iv. Jitter
- v. MOS
- vi. Repair/event resolution target (time)
- vii. Alarm response times
- viii. Response time for maintenance (incl. MACD), etc.
- ix. Escalation processes and timeframes
- x. Definition/prioritization of major and minor events and alarms
- xi. Monitoring for carrier local loop
- xii. Call setups per second
- xiii. Security protection of the University data
- xiv. Definition of problem/request priorities and issue escalation
- xv. Frequency of software upgrades
- xvi. Policy for software patches
- xvii. Engineering and technical support for University staff and field technicians
- xviii. Maintaining of local dial-tone survivability

Provide information for the following:

A. Provide an example of a Service Level Agreement you have used in a similar previous engagement.

The SLA for our service is included in the Terms and Conditions of the Ednetics Voice Contract.

B. Describe your service response procedure, including turn-around times, major/minor event definitions and alarms, service requests, request/event prioritization, etc.

These details are covered in our support agreement in Appendix A.

C. Describe how latency, packet loss, uptime and availability are calculated.

These metrics are measured with the Netflow data collected from actual traffic.

D. Describe your process for calculating/measuring performance degradation and call quality. Describe the level at which degradation is considered an outage/downtime.

The Cisco phone system utilizes the Mean Opinion Score as a metric for call quality. There is not a provision in the Terms and Conditions specifically related to call quality. We do take call quality very seriously and will resolve any quality issues as soon as possible. Because call quality can also be impacted by factors on the customer network we cannot consider customer network quality issues for bill credits under the SLA. On our provider links the Netflow data we monitor will indicate if the issue is a provider issue or customer network issue. Under our support agreement we will assist the University as much as possible.

E. Describe the consequences to Proposer for SLA violations. Describe the process of resolution with potential compensation for SLA violations.

The compensation for SLA violations is listed in the terms and conditions of the Ednetics Voice Contract.

F. Describe what types of performance measuring and monitoring tools are included. Describe those tools and reports to which the University staff will have direct access.

We use multiple tools for measuring system health and call quality metrics. University staff will have access to the Real Time Monitor Tool included with the Cisco Call Manager.

G. Describe your service performance reporting mechanism where the performance of your service is measured and reported.

Netflow is what we use for call quality indicators.

H. University has many urban and rural locations across the state of Idaho and the Proposer should be prepared with options to support their equipment at each University site. Describe your recommendation for providing rapid response to service requests, outages/repairs, and service expansion at our locations.

This deployment model is our standard deployment and very commonly supported by Ednetics. Our Support Desk will receive and escalate issues and coordinate outages/repairs 24/7/365.

3.2.5.7 Upgrades – Hardware, Software, and Firmware

A. Describe the process for hardware, software, and firmware (handset) upgrades. For example, frequency of updates, notification process, how interruption of service is avoided, flexibility for individual customers to stay on an older release if needed or preferred, etc.

Hardware upgrades are handled by Ednetics as needed. Software updates are handled by Ednetics to address service feature upgrades and to address security vulnerabilities as needed. Firmware updates are also handled by Ednetics to address bug fixes. All of these items will be addressed during a coordinated maintenance window with the University. Firmware versions can be set on a per phone basis, system wide, or both.

B. Describe your expectations of the University during the process of hardware, software, and firmware upgrades.

Ednetics will handle all hardware, software, and firmware upgrades.

C. Describe how you determine the need for and the process used to patch security vulnerabilities.

Because the service is not Internet facing not all security vulnerabilities will affect this service not all security vulnerability patches may be necessary. We evaluate with our team and Cisco the impact and severity of both the vulnerabilities and updates.

D. Describe how you determine content for future releases. For example, inclusion of customer requests, etc.

Feature requests are welcome and are a part of the decision criteria for upgrades and feature enhancements. Upgrades are included with the service and go through testing prior to being eligible to release to our customers. Customers will be notified and a maintenance window scheduled when the time comes.

E. Do you allow or support any third-party enhancements to the solution? Describe any limitations.

We do not directly support third-party enhancements not included in the solution. We do allow our customers to integrate third party solutions into their hosted service.

3.3 PROTOTYPE SYSTEM FOR TESTING AND EVALUATION

3.3.1 PROTOTYPE BUILD

Proposer must work with UI to build a prototype environment which will be used for comprehensive testing and evaluation of the proposed service's features and functionality.

Ednetics acknowledges and will comply.

3.3.1.1 Prototype Timeframe

Below are the scheduled dates relative to notification, prototyping, and presentations:

- March 13 Proposals evaluated and finalists selected; Results and notification to all vendors.
- March 16 Finalists will begin working with UI technical staff to build a functional prototype service.
- March 27 All prototype build work must be completed.
- March 30 thru April 6 Finalists will be on-campus for presentations to RFP evaluation team.

3.3.1.2 Prototype Scope

Selected Proposers will be expected to build a prototype UCaaS environment to be used for testing and evaluation by UI's RFP selection team. Although basic testing can be accomplished very simply with a handset connected to your cloud-based service we need you to tell us what is required to test the full functionality and feature set offered by your solution.

A. The prototype environment will be built in Moscow with only a limited number of handsets needing to be provided to each of our other in-scope locations.

Ednetics acknowledges and will comply.

B. Provide a description of the full-featured prototype system that you could provide within the 2 weeks provided for the build. Include a list of proposed features and functionality that can and cannot be included in the prototype. For example; E911, onsite equipment, local dial tone, local survivability, Centranet interoperability, analog gateways, trunking, web-based management/support interface, speakerphones, handsets, headsets, etc.

We intend to demo local survivability, analog gateways, trunking, web-based management, speakerphones, handsets and headsets. Due to limitations within the prototype environment the scope may need to adjust.

C. Propose alternate solutions for testing and evaluation of an important feature or function if it cannot be built into the prototype environment.

Our current plan is to utilize the University LAN & WAN to distribute services to the remote campus locations. In the event this is not possible for the purposes of the prototype we will use alternative network connections such as a VPN for network back haul to Ednetics datacenters.

D. Describe any general preparatory tasks UI must accomplish prior to the prototype build.

A true representation of the service would require voice routing and QoS within the University LAN and WAN environment. There is a network recommendations document that includes these details and will be shared as part of the project.

3.3.1.3 UI Resources

UI has limited technical staff available to provide direct assistance during the prototype build and you must be aware that they may be working with more than one Proposer during this time period.

A. Describe the type of assistance and number of hours you expect you might need from UI technical staff during the prototype build.

If the network is not prepared for voice, we will need University staff to work with us to prepare the network. The hours required will depend on the amount of work needed to prepare the network.

3.3.2 PRESENTATION

During the week of March 30th notified Proposer(s) will need to be onsite in Moscow, Idaho for one full day of presentations and discussions with the RFP selection team and other UI technical staff and customers. Your presentation and discussions will include components such as: proposer overview, general service/solution overview, features and functionality overview, service alignment with UI needs, technical/network breakout session, handset and end-user functionality breakout session, support breakout session, etc.

One week before your presentation, UI will provide a specific list of topics, use cases, or scenarios UI would like included in your presentation/discussion.

Ednetics acknowledges and will comply.

SECTION 4 - GENERAL

4.1 INDUSTRY POSITION

Discuss the Proposer and the manufacturer's (if different) position in the telecommunications industry, recent and planned acquisitions, and relative market share with other industry leading UCaaS vendors.

Ednetics is the largest education-focused telecommunications and network solution provider in the Northwest. As a Competitive Local Exchange Carrier (CLEC) we specialize in providing hosted voice, converged network solutions, IP applications, and managed services that address operational needs in education and government settings. Ednetics customers are K-12, higher education and government institutions throughout Washington, Oregon, Idaho and Montana.

Ednetics is headquartered in Post Falls, Idaho with offices in Moscow, Boise and throughout the Northwest. The company employs over 50 engineers and installation technicians, and dedicated support staff. Additionally, Ednetics has a robust contracting and project management office including certified project management professionals (PMP). The Ednetics team shares a client-focused approach and a passion for technology resulting in services and solutions that support the success of our customers.

- Founded in 1997
- Education and government specific telecommunications and network solution provider
- Idaho based company with six offices across the Northwest
- 100+ full-time employees with over 50 engineers and technicians
- 250+ active higher education and K-12 clients
- Invested in large geographic fiber footprint throughout the Northwest

Industry Awards

The technology sector has repeatedly recognized Ednetics as an innovative, customer-centric company. Ednetics has received multiple industry awards.

- Idaho Technology Council 2014 Innovative Company of the Year Finalist
- Cisco 2014 Partner of the Year | US and Canada West
- 2015 CRN Managed Service Provider Elite 150
- 2014 CRN Managed Service Provider Elite 150
- Patriot Award Office of the Secretary of Defense for Employer Support of the Guard and Reserve

State Contract Participation

Ednetics has been a Cisco partner since 1998 and holds Cisco state contracts throughout the Northwest. Our strong partnership with Cisco enables us to offer cost-effective, enterprise-level solutions at the highest standards for our clients. A key part of our decision to use Cisco was our ability to assist customers with end-to-end management and support of the entire solution.

- Idaho State WSCA Cisco Contract
- Idaho State WSCA NetApp Contract
- Washington State DIS Cisco Contract
- Washington State WSCA Cisco Contract
- Washington State WLS Contract
- Washington State WSCA NetApp Contract
- Oregon State WSCA Cisco Contract
- Oregon State WSCA NetApp Contract

EDNETICS VOICE™ ADVANTAGES

Ednetics Voice is a fully managed IP collaboration solution designed specifically for education and government settings. It combines enterprise grade telecommunications service with consultative customer care. Ednetics Voice customers get access to as much or as little system administration as they require.

Backed by the Idaho based award winning Ednetics Team

- First class service implementation by a company formed at the University of Idaho
- Highly responsive local provider, presence in Post Falls, Moscow and Boise
- Implementation includes professional services and support
- Commitment to high customer satisfaction through policy and customer satisfaction surveys

IP Telephony Experience

- 11 years of experience with Cisco Unified Communications
- High level of Cisco certification for Unified Communications
- 32 enterprise Ednetics Voice deployments
- 6,000+ active hardware video endpoints

Features

- Unlimited calls, free domestic long distance
- Video calling and collaborative features
- Maintenance, support and training included
- Dedicated network delivery
- Web based customer Portal
- Ready for integration

Ednetics Managed Service Strategy and Roadmap

Cisco Unified Communications delivers a platform for greater functionality using the IP network. Leveraging this, Ednetics Voice integrates with advanced applications, including building access control, video security, emergency notification, paging and intercom, and digital signage. Ednetics will continue to focus on integrating helpful applications to the Cisco Unified Communications platform. The company is working to add more advanced collaboration features into Ednetics Voice Solution including integration for Cisco Call Center Express.

- Ednetics Voice Continued development of integration strategy for Ednetics Voice. Current integrations include building access control, video security, emergency notification, paging and intercom, and digital signage.
- Ednetics Protect Ongoing development of campus safety strategy, building on integrated campus wide access control, video surveillance, emergency notification, and real time location technologies.
- Ednetics Network Continued development of wired and wireless network service strategy. Applications for distance learning and media rich classrooms leveraging new trends and technologies including BYOD and interactivity of second screen devices.
- Ednetics Connect Further investment in data centers and broadening our fiber footprint.
- Ednetics Portal Continued investment and development of Ednetics Portal including updates and enhancements of user interface and attention to user experience across devices.

Screen capture from Ednetics Portal



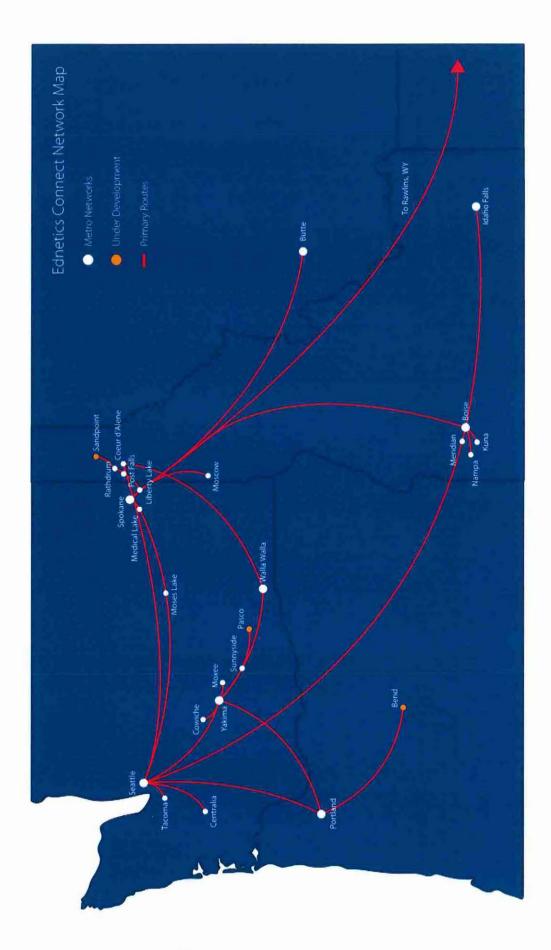
Updates and enhancements of user interface and attention to user experience across devices



Ednetics Main Campus and Data Center in Post Falls Idaho next door to the University of Idaho Research Park



Ednetics Network Map



CISCO ADVANTAGES

IP Telephony Experience

Cisco Systems is the most experienced IP telephony vendor. Cisco is the worldwide leader in IP telephony innovations, having pioneered the technology in 1996. The industry continually ranks Cisco highest in the level of maturity and feature strength of their product.

The Collaboration Leader

More customers

- 200,000+ Cisco Collaboration customers worldwide
- More IP endpoints: Cisco has shipped up to five times more IP phones than our nearest competitor
- More than 95% of the Fortune 500° are using Cisco Collaboration

More true IP endpoints

- 80 million + Cisco Unified IP phones
- 1 million+ Cisco Telepresence endpoints
- 3 million+ Cisco Unified Contact Center agents

More virtual meetings

- 1.2+ billion meeting minutes per month
- 1 million+ Cisco WebEx mobile app downloads from app stores and www.webex.com
- 9 million+ registered hosts

Financial Strength

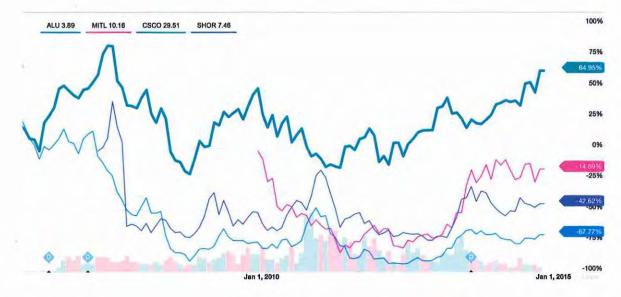
Market Valuation

- Financial strength, market capitalization of \$150 Billion
- Strong product offerings, successful in our markets
- \$53 billion in cash and short term assets
- No debt

	FY2013 ended 07/28/12	FY2012 ended 07/28/12	FY2011 ended 07/30/11	FY2010 ended 07/31/10	FY2009 ended 07/25/09
Revenue	\$48.6 billion	\$46.1 billion	\$43.2 billion	\$40 billion	\$36.1 billion
EBIDA*	11, <mark>5</mark> 91	10,448	8,194	9,655	7,855
Operating Income	11,196	10,065	7,674	9,164	7,322
Net Change in Cash	(1,874)	2,137	3,081	(1,137)	527
Cash Burn Rate** per month	(156.17)	178.25	256.75	(94.75)	43.92

* EBIDA is earnings before interest, taxes, depreciation, and amortization, ** Cash Burn Rate is usually expressed in terms of cash burned per month, but can be expressed according to any time period.

Below is a 10 year stock chart comparison of Cisco and other publicly traded companies that offer enterprise voice solutions.



Below is Gartner's "magic quadrant" for corporate telephony solutions.



Figure 1. Magic Quadrant for Corporate Telephony Source: Gartner. October 2014

4.2 LONG-TERM ROAD MAP

Describe the announced enhancements, the planned offerings, and the long-term road map of the proposed product line.

Ongoing Enhancements to Ednetics Voice

Ednetics is strongly committed to the continued growth and development of Ednetics Voice. The company will continue to invest in geographically diverse data centers and a growing private delivery network across the Northwest.

Commitment to Integration

Ednetics Voice uses open architecture for future integrations and is currently ready for integration with physical security. The company is committed to the continued development and investment in integrated applications that support the education community.

Conga™

Future plans for Ednetics Voice include full integration into the Conga, a unified architecture for managed service delivery. The entire Ednetics Managed Service portfolio will be integrated into the Conga architecture.

Cisco Ongoing enhancements to Collaboration

Cisco has made an ongoing commitment to creating a user experience that is highly supportive of meaningful collaboration. By creating a user experience that has the same look and feel across devices and platforms, Cisco is effectively removing roadblocks to better communication. Whether teams are working together on the same campus or collaborating across campuses, Cisco Collaboration user experience delivers.

Enhancement of User Experience - Current and Planned Releases

- New releases of voice/video endpoints
- Greater consistency across user interface from mobile to phone to video endpoint

Cisco Integration Strategy

Cisco Unified Communications will continue to provide an integrated communications strategy and architecture, helping to deliver IP voice communications, video communication, conferencing, instant messaging, presence and mobility services.

Stronger Integration - Current and Planned Releases

- Stronger integration of smartphones (IOS and Droid) into Call Manager
- The ability to use local address books for placing calls on IP based phones
- Support for Microsoft Lync

Greater consistency across user interface from mobile to phone to video endpoint:



4.3 HIGHER EDUCATION CUSTOMER BASE

4.3.1 PRODUCT USE

Provide examples where the proposed manufacturer's <u>product</u> is the primary UCaaS solution for higher education clients.

WSU Vancouver:

Ednetics initially installed an on premise Cisco Unified Communications system. More recently, we transitioned their on premise UC system to a managed service based system. Today, Ednetics is responsible for the tier two support of their system, which includes:

- Single Inbox integration with Microsoft Exchange
- Integration with Active Directory
- E911 services with automatic zone lookup for phone location identification based on Cisco Emergency Responder
- Advanced auto attendant features for student registration

WSU Puyallup:

Ednetics provides a hosted solution for the Puyallup Research Center. We deliver dial tone over a private circuit and a full complement of unified communications services including:

- Video Calling
- Single Inbox integration with Microsoft Exchange
- Integration with Active Directory
- E911 services with automatic zone lookup for phone location identification based on Cisco Emergency Responder
- Advanced auto attendant features for student registration

4.3.2 PROPOSER'S EXPERIENCE

Provide examples of Proposer's experience with the UCaaS solutions for higher education clients.

Ednetics has a long history of providing Unified Communications solutions for higher education. Our installations and integrations include Everett Community College, Edmonds Community College, Washington State University (West Campus, Prosser, Tree Fruit Research Center, Vancouver Campus, and Puyallup Agriculture Research Center), North Idaho College, and Western Washington University. We also provide our Ednetics Voice services to K-12 campuses in the Northwest with similar communication needs and scale to higher education. In all cases, our customers rely on our offering for their entire unified communications requirements.

SECTION 5 - IMPLEMENTATION / TRAINING

The University's goal is a smooth and seamless statewide implementation of the new telephone system using project controls, tools, and appropriate resources.

The Proposer should base their Statement of Work on the following assumptions.

- The University cabling infrastructure, premise wiring and data connectivity to required equipment is
 installed, tested and capable of supporting IP traffic prior to implementation.
- The University resources assigned to the implementation project are available to complete project tasks on a timely basis.

5.1 STATEMENT OF WORK (SOW)

Proposer is responsible for and must include project controls and processes that will ensure a smooth implementation. Clearly outline the Proposer's methodology that supports implementation.

Except as otherwise specifically provided in the Statement of Work (SOW), Proposer will design, develop, and deliver a fully operable, comprehensive, integrated telephony solution which meets all of the requirements set forth in the RFP and this SOW, for the monthly service pricing set forth in the Contract Documents, and will demonstrate such solution for acceptance by the University as more fully set forth in this SOW. Costs associated must include all supervision, labor, materials, equipment, and testing instrumentation required for the work associated with the implementation project, as well as any overtime that may occur.

5.2 SOW TEMPLATE

The SOW is attached as a template for responding Proposers to create a proposed SOW for this implementation project. It is intended to demonstrate the minimum requirements and the preferred level of project detail to be included in the submission.

Use this template to write an SOW appropriate for this project and provide applicable pricing. The Proposer should customize this template as necessary to ensure it is a suitable SOW for the delivery of their services. The Proposer's SOW response, including any modifications agreed to by the parties, will become the core element of any subsequent contract.

5.3 PROJECT MANAGEMENT

Proposer is responsible for comprehensive project management services that include the ability to define and offer what are considered industry best practices for the implementation of a hosted solution of this scope, and address the expectations of both the Proposer and the University, including but not limited to the following:

Project Management Approach - Proposer must address the following:

- A. Risk management
- B. Issues management
- C. Financial management
- D. Change control

5.3.1 DETAILED PROJECT PLAN/SCHEDULE

Proposer Project Manager will be expected to provide a detailed Project Plan/Schedule, subject to approval by the University, which documents all activities and timelines associated with the project including, but not limited to:

- 5.3.1.1 Dates and responsibilities for the coordination tasks relative to pre-installation, installation, and post-installation.
- 5.3.1.2 Detailing and documenting of University requirements.
- 5.3.1.3 Services ordered, including any required onsite equipment.
- 5.3.1.4 Equipment received.
- 5.3.1.5 Network readiness assessment (if required).
- 5.3.1.6 Network and services coordination.
- 5.3.1.7 Solution design and configuration.
- 5.3.1.8 On-site training timelines for system administration and end user training.
- 5.3.1.9 On-site installation of any required equipment.
- 5.3.1.10 Testing and acceptance.

5.3.1.11 On-site and remote post implementation support.

5.4 PRE-IMPLEMENTATION COORDINATION

5.4.1 PROPOSER RESPONSIBILITIES - PRE-INSTALLATION

5.4.1.1 End User and Technical Detailed Requirements/Design

- Proposer and the University Project Manager will conduct meetings with departmental representatives and University technical teams as needed.
 Ednetics acknowledges and will comply.
- B. Proposer will identify and document detailed University requirements as determined. Ednetics acknowledges and will comply.
- C. Proposer will provide design and implementation plans for University approval. Ednetics acknowledges and will comply.

5.4.1.2 Services Pilot

 Proposer will work with the University Project Manager to ensure provider services are in place, tested, and available to a designated pilot group prior to implementation.
 Ednetics acknowledges and will comply.

5.5 IMPLEMENTATION COORDINATION

5.5.1 PROPOSER SHALL BE RESPONSIBLE FOR THE FOLLOWING

- 5.5.1.1 Proposer shall work with the University Project Manager to determine site installation of any required equipment, deployment schedule, cutover plan, and coordination of any required equipment delivery. Cutover work will need to be carefully scheduled and performed with minimal disruption to the University operations. Ednetics acknowledges and will comply.
- 5.5.1.2 The Proposer shall assume all responsibility for delivery, installation, and testing of all required equipment and services. Ednetics acknowledges and will comply.
- 5.5.1.3 Proposer shall test and verify call handling patterns including announcements and prompts for any auto attendant functionality. Ednetics acknowledges and will comply.
- 5.5.1.4 Proposer shall test and verify Disaster Recovery (DR) failover and recovery. Ednetics acknowledges and will comply.
- 5.5.1.5 Proposer shall test and verify trunking, standard and alternate call routing and inbound and outbound dial plan. Ednetics acknowledges and will comply.
- 5.5.1.6 Proposer shall provide cutover coordination. Ednetics acknowledges and will comply.
- 5.5.1.7 Proposer shall provide onsite technical assistance during cutover events throughout the migration schedule. Ednetics acknowledges and will comply.
- 5.5.1.8 Proposer Project Manager shall work with the University Project Manager to determine timeline and schedule for migration to new system. Ednetics acknowledges and will comply.

5.6 POST IMPLMENTATION

5.6.1 PROPOSER REQUIREMENTS INCLUDE THE FOLLOWING

- 5.6.1.1 Proposer shall supply adequate resources for all post-cutover issues including training, knowledge transfer, troubleshooting, and user programming adjustments. Ednetics acknowledges and will comply.
- 5.6.1.2 Proposer shall supply a Test and Acceptance document for review and approval by the University. Ednetics acknowledges and will comply.
- 5.6.1.3 Proposer shall work with the University resources to conduct and document test acceptance and site sign off. Ednetics acknowledges and will comply.

5.7 DELIVERABLES

Proposer shall complete and present to UI the following deliverables:

- A. Implementation Statement of Work (SOW)
- B. Implementation Budget
- C. Implementation Schedule/Plan
- D. Detailed User and Technical Requirements
- E. Technical Design Documentation
- F. Equipment Lists and Locations
- G. Implementation Change Management Plan
- H. Issue Tracking and Resolution Plan
- I. Test and Acceptance Form

Ednetics acknowledges and will comply. Please see Appendix A for example documentation.

5.8 DOCUMENTATION

Proposer shall provide the following:

- A. Documentation compiled during the course of the project.
- B. Final as-built documentation, including detailed University-specific system configuration settings, end user and administrator profiles, etc.
- C. Description of the ongoing support resources available to the University post installation. For example: knowledge base, website, trouble tickets, user guides, web based training, etc.

Ednetics acknowledges and will comply.

5.9 RESOURCES & RESPONSIBILITIES

5.9.1 PROPOSER PROJECT MANAGER

- A. Proposer will provide a Project Manager experienced with the proposed solution to serve as the University's single point of contact in all aspects of this engagement including but not limited to scheduling, defining requirements, change control, risk mitigation, escalation, implementation planning, and acceptance.
- B. Proposer will provide a Project Manager who shall work in accordance with, and under the direction of, the University Project Manager to verify design specifications and end user requirements.
- C. Participate in planning meetings, weekly status meetings, weekly conference calls and e-mail communications with the University to discuss the project and coordinate activities.
- D. Maintain the Project Plan/Schedule, track dependencies between Proposer and the University tasks, identify and manage Proposer initiated project risks, and alert both project teams of any timeline slips and their effect on the project's target end date.
- E. Work in partnership with the University's Project Manager to coordinate Proposer tasks with the University's tasks throughout all phases of the project.
- F. Provide on-site project management, technical and user support during cut-over, to include up to 3 days of post-live assistance and project. The Proposer Project Manager will use an organized incident management process to track, document and resolve all identified issues.

Ednetics acknowledges and will comply

5.9.2 PROPOSER INTEGRATION RESOURCE

Proposer will provide a resource for integration purposes and any custom configuration that may be required to meet specific needs of the University, including integration with the existing telephony system(s) during all phases of the implementation.

Ednetics acknowledges and will comply.

5.9.3 PROPOSER TRAINER(S)

Proposer will provide one or more trainers in order to complete the training requirements described in the Training section below.

Ednetics acknowledges and will comply.

5.9.4 PROPOSER PROJECT ENGINEER

Proposer will provide a Project Engineer to be the primary technical resource for delivery of the services proposed herein.

Where multiple platforms or applications are used, the Project Engineer must be fully versed in those components or additional qualified engineers must be available to the project team as required to support the complete solution.

Ednetics acknowledges and will comply.

5.9.5 UNIVERSITY PROJECT MANAGER

- A. The University Project Manager will provide overall project direction.
- B. The University will provide an internal Project Manager or designate a Project Manager to represent the University, to work closely with the Proposer project team. The University Project Manager's responsibilities will be to facilitate all communication and meetings between Proposer Project Manager and the University project team, and to ensure that the University is meeting the deadlines for accomplishing any University tasks set forth in the project schedule.
- C. Participate in planning meetings, weekly status meetings, weekly conference calls and e-mail communications with the Proposer to discuss the project and coordinate activities.
- D. Identify the University initiated project risks and manage resolution.
- E. Monitor project budgets, approve billings.
- F. Manage project issues and change control.
- G. Manage project communications with governance bodies.

5.9.6 UNIVERSITY SUPPORT RESOURCE(S)

- A. University will provide one or more support resources to participate in training that will prepare them to become onsite support resources (including billing, reporting, etc.)
- B. University Trainer(s)
 - i. University will provide one or more resources to participate in train-the-trainer training session(s) provided by the Proposer to become University onsite user trainers.
- C. University Technical Resource(s)
 - i. The University will provide one or more technical resources to work with the design team with design specifications, data gathering, and compilation of end-user configuration data, required network configuration, and other defined technical requirements.

5.10 TRAINING

The University aims to provide a process through which employees acquire the capabilities to understand and smoothly transition to the new system allowing them to effectively perform their jobs with minimal interruption.

Proposer will establish a process to train and deliver training to University users, trainers, and support staff.

Ednetics acknowledges and will comply.

5.10.1 PROPOSER EXPECTATIONS

- A. Provide end user, train-the-trainer, and support training at each of the University sites or at agreed-upon regional locations.
- B. Work with the University Project Manager to determine training curriculum and schedule.
- C. Provide users with Quick Reference Guides and access to online resources.
- D. Make available any other training tools deemed advantageous to the ongoing use, training, and support of the proposed systems, including but not limited to access to online resources and continuing education.

Provide information for the following:

 Describe the knowledge and skills necessary, which cannot be gained from Proposer training, for UI staff to become proficient in onsite support tasks. For example, connectivity, networking, telephony, user configuration, etc.

Our Support Staff is very proficient in working with users with varying technical skills, from beginner to advanced. We will work through any issues that arise that may not be covered in training.

 Describe how you plan to perform knowledge transfer and specialized training on all elements of the proposed solution to the University's implementation and support teams.

Ednetics will have dedicated training scheduled outside of the project implementation schedule. These trainings follow an outlined script to make sure all topics that are applicable are covered. These include administrative tasks such as Moves, Adds, and Changes (MACs). The training is also recorded for view by those who may have missed the training or require a refresher.

Describe your process for training onsite University trainers of the system.

Ednetics will provide comprehensive training for the trainers at each of the project sites. We will cover administrative consoles, provide documentation, and access to online resources.

SECTION 6 - SOLUTION PRICING

The University goal is to create a simplified internal billing process. UI would like the service you provide to us, and the service we provide to our customers, to be priced as simply and consistently as possible. We are interested in "bundles" that contain a comprehensive set of service features, including a handset, for a fixed price. We realize that some ala carte pricing for end users may be necessary but want to keep these exceptions to a minimum.

The preferred solution will include user-focused (e.g. - \$X per user) bundles that are provided at an affordable cost with handsets and as many features included as possible. Please list any additional pricing discounts for an initial contract term of four-years and/or five-years, if applicable.

- Proposer should provide a response that includes bundled pricing for a basic and an enhanced tier of service. Use your experience from prior customer engagements to suggest bundles that you feel will work best for our environment.
- To make it easier for UI to evaluate multiple RFP responses and to keep the invoice provided to UI by the selected Proposer as simple as possible, your bundle pricing should include as many costs as possible: system and user features, onsite equipment such as gateways and call processors, handsets, support, maintenance, troubleshooting/repair, MACDs, toll-free calling, onsite replacement/expansion IP handset stock, licensing, taxes, fees, administration fees, etc.
- We expect pricing to be equivalent for all in-scope UI locations.

Provide information for the following:

1. Describe services, features, and handsets you provide in each bundle.

The features of the handsets are available in the phone matrix included in Appendix A.

2. Describe available services not included in a bundle. For example, toll calls, audio conferencing, call center functionality, voice to text, Gigabit-capable handsets, network-based fax license, etc.

Toll calls prices are listed in the terms and conditions of the contract in Appendix A. Gigabit capable handsets are included in the phone matrix included in in Appendix A. Voice to Text is listed in the table below. Network based faxing is covered under the analog user fee.

3. Describe any price point breaks, minimal commitments, and limitations/conditions to the proposed pricing model.

This proposal reflects our best price.

6.1 CONFIGURATION SIZING

Use the information in the following charts as the basis for your pricing.

6.1.1 INITIAL QUANTITY TABLE 1 – MOSCOW ESTIMATES

Main Campus – Moscow, Idaho (3,100 lines)	Quantity	Notes
Local trunk/lines for local dial tone, 911, and local survivability	TBD Vendor	
Analog extensions (fax machines and speakerphones)	300	Could be lower if a network-based fax solution is available and implemented. Includes 100 speakerphones.
Basic bundle	2,300	
Enhanced bundle	500	
Operator / receptionist	1	
Network fax users	200	

Corded/cordless headsets	350	
Speaker phones (IP-based)	3	For testing only
Mobile / remote user	10	For testing only
Softphone client	5	This is not in scope, but desired for assessment purposes.
Wireless WiFi handset	5	This is not in scope, but desired for assessment purposes.

6.1.2 INITIAL QUANTITY TABLE 2 – BOISE ESTIMATES

Boise, Idaho (160 lines)	Quantity	Notes
Local trunk/lines for local dial tone, 911, and local survivability	TBD Vendo	
Analog extensions (fax machines and speakerphones)	16	Could be lower if a network-based fax solution is available and implemented. Includes 8 speakerphones.
Basic bundle	124	
Enhanced bundle	20	
Operator / receptionist	0	
Network fax users	25	
Corded/cordless headsets	30	
Speaker phones (IP-based)	0	
Mobile / remote user	0	
Softphone client	0	This is not in scope, but desired for assessment purposes.
Wireless WiFi handset	0	This is not in scope, but desired for assessment purposes.

6.1.3 INITIAL QUANTITY TABLE 3 – COEUR D'ALENE ESTIMATES

Coeur d'Alene, Idaho	Quantity	Notes
Local trunk/lines for local dial tone, 911, and local survivability	TBD Vendor	
Analog extensions (fax machines and speakerphones)	6	Could be lower if a network-based fax solution is available and implemented. Includes 3 speakerphones.
Basic bundle	50	
Enhanced bundle	10	
Operator / receptionist	0	
Network fax users	5	
Corded/cordless headsets	10	

Speaker phones (IP-based)	0	
Mobile / remote user	0	
Softphone client	0	This is not in scope, but desired for assessment purposes.
Wireless WiFi handset	0	This is not in scope, but desired for assessment purposes.

6.1.4 INITIAL QUANTITY TABLE 4 – IDAHO FALLS ESTIMATES

Idaho Falls, Idaho	Quantity	Notes
Local trunk/lines for local dial tone, 911, and local survivability	TBD Vendor	
Analog extensions (fax machines and speakerphones)	9	Could be lower if a network-based fax solution is available and implemented. Includes 4 speakerphones.
Basic bundle	40	
Enhanced bundle	7	
Operator / receptionist	0	
Network fax users	5	
Corded/cordless headsets	10	
Speaker phones (IP-based)	0	
Mobile / remote user	0	
Softphone client	0	This is not in scope, but desired for assessment purposes.
Wireless WiFi handset	0	This is not in scope, but desired for assessment purposes.

6.1.5 INITIAL QUANTITY TABLE 4 – POST FALLS ESTIMATES

Post Falls, Idaho	Quantity	Notes
Local trunk/lines for local dial tone, 911, and local survivability	TBD Vendor	
Analog extensions (fax machines and speakerphones)	2	Could be lower if a network-based fax solution is available and implemented. Includes 100 speakerphones.
Basic bundle	6	
Enhanced bundle	0	
Operator / receptionist	0	
Network fax users	1	
Corded/cordless headsets	2	
Speaker phones (IP-based)	0	

Mobile / remote user	0	
Softphone client	0	This is not in scope, but desired for assessment purposes.
Wireless WiFi handset	0	This is not in scope, but desired for assessment purposes.

6.2 PRICING

Use the following charts as formatted to provide pricing quotes. All services proposed shall clearly identify both monthly recurring charges and any one-time installation or non-recurring charges, as outlined in the pricing tables herein.

6.2.1 PRICING TABLE 1 - ONE-TIME IMPLEMENTATION CHARGES

List all one-time charges associated with implementation of your solution. Mark "N/A" or "Waived" where appropriate. If there are multiple items for a charge below, list and define each item and its cost separately. List quantities, unit costs, and extended costs. Include, for example, implementation, project management, training, software licensing, equipment, travel, etc.

ONE-TIME CHARGES – Relative to Implementation	QTY	UNIT	PER UNIT TYPE (EACH, HOUR, SESSION, YEAR, ETC)	TOTAL COST
Implementation	Project	\$0.00	Voice Systems Solution - all locations	\$0.00
Project Management	Project	\$0.00	Voice Systems Solution - all locations	\$0.00
Training	Project	\$0.00	Train the Trainer Solution - all locations	\$0.00
Optional Handset Installation (*University of Idaho may choose to self-deploy handsets)	3071	\$15.00	Installation of handsets at all locations	\$46,065.00
TOTAL OPTIONAL ONE-TIME CHARGES				\$46,065.00

6.2.2 PRICING TABLE 2 - RECURRING CHARGES (MONTHLY SERVICE FEES)

Use the table below to list all recurring monthly charges. List and define each item with a cost separately, including bundles, non-bundled services, any special fees, estimated taxes¹, surcharges, or regulatory fees. Table below includes examples.

Note: All charges not listed separately will be assumed to be included in the cost of the bundled service offering.

Ednetics Voice - Three-Year Service Contract Option - Monthly Service Contract Pricing

RECURRING CHARGES: MONTHLY SERVICE FEES	QTY	UNIT COST	PER UNIT TYPE (EACH, HOUR, SESSION, YEAR, ETC)	TOTAL COST
Basic IP Phone Solution Bundle Includes Cisco 3905 handset and Ednetics Voice User Rate	2505	\$13.96	Per month cost for 36 months. *Includes: User rate = \$13.00 Phone cost = \$.96	\$34,969.80
Enhanced IP Phone Solution Bundle Includes Cisco 7821 handset and Ednetics Voice User Rate	552	\$15.28	Per month cost for 36 months. *Includes: User rate = \$13.00 Phone cost = \$2.48	\$8,434.56
Premium IP Phone Solution Bundle *Sample Bundle Includes Cisco 7841 handset and Ednetics Voice User Rate.	0	\$16.55	Per month cost for 36 months. *Includes: User rate = \$13.00 Phone cost = \$3.55	\$0
Video Capable IP Phone Solution Bundle *Sample Bundle Includes Cisco 8945 Video Phone and Ednetics Voice User Rate.	0	\$18.10	Per month cost for 36 months. *Includes: User rate = \$13.00 Phone cost = \$5.10	\$0
Operator / Administrator IP Phone Solution Bundle *Sample Bundle Includes Cisco 8851 Phone and Ednetics Voice User Rate.	1	\$18.78	Per month cost for 36 months. *Includes: User rate = \$13.00 Phone cost = \$5.78	\$18.78
IP Conference Phones Includes Cisco 8831 Phone and Ednetics Voice User Rate.	3	\$25.00	Per month cost for 36 months. *Includes: User rate = \$13.00 Phone cost = \$12.00	\$75.00
Softphone / Mobile Phone User – Stand Alone (no hardware IP Phone) No additional fee for Softphone if this is user's primary device	15	\$13.00	Per month cost for 36 months. *Includes: User rate = \$13.00 Phone cost = \$0	\$195.00
Softphone Adjunct In addition to user's primary device (ie. Laptop for travel when you have an IP phone in the office)	0	\$3.00	Per month cost for 36 months. *Includes: User rate = Included Soft phone add = \$3	\$0
7925 WiFi Phone Includes Cisco 7925 Phone, battery charger and Ednetics Voice User Rate	5	\$20.49	Per month cost for 36 months. *Includes: User rate = \$13.00 Phone cost = \$7.49	\$102.45
Audio Conferencing Included in the Ednetics Voice User Rate	Unlimited	\$0.00	NA	\$0.00

¹ The University of Idaho is exempt from Idaho sales taxes and federal excise taxes. Do not include amounts for Idaho sales tax or federal excise tax.

Network Fax / Analog Fax / Analog Speaker Phones Part of the analog user fee. This fee is for any non-IP endpoint. The number of network fax users is dependent on the fax DIDs you have. You can reduce the analog count by removing a fax machine and use a fax DID. Any use of an IP port vs. an analog port will show significant	333	\$25.00	Per month cost for 36 months.	\$8,325
Savings. Voice to Text Cisco Speech View Integration		\$.23	Per month cost for 36 months.	\$0.00
Other (specify):				
TOTAL MONTHLY				\$52,120.59

¹ The University of Idaho is exempt from Idaho sales taxes and federal excise taxes. Do not include amounts for Idaho sales tax or federal excise tax.

Ednetics Voice - Three-Year Service Contract Option - Monthly Service Contract Pricing Explanation

The above 3-Year Contract Service monthly price is \$13.00 per month, per IP Phone user, for the contract period.

The difference between the proposed Bundles (Basic, Enhanced, Premium and Video) is the IP Phone Model.

The above 3-Year Contract Service is a representative example of all identified phones (3071) at all identified locations.

Ednetics Voice is offered under a flat-rate per-user pricing model, which allows the University of Idaho to select the appropriate handset model desired to match with the user environment. The IP-Phone could be purchased, financed or leased (using a three or five year term).

The Ednetics Voice Bundles include all features of Ednetics Voice regardless of the phone type selected.

Ednetics Voice TCO - Nine-Year Timeframe Example - Based on an Initial Three-Year Contract Price

Ednetics Voice[™] Ednetics Connect[™] TCO - 9 Year Service

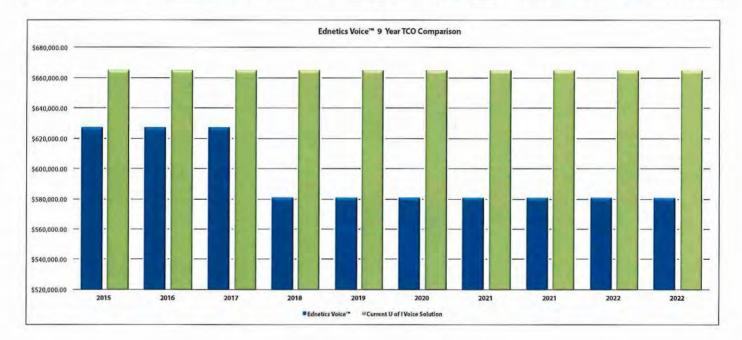
3081

3081

Number of users Number of new handsets

	9 YE	AR PERIO	D	-			-	-						-					-		1	
Current U of I Voice Solution	2	015	2	016	20	17	2	018	2	2019	2	020	3	2021	2	022	2	2023	2	024	-	Total Cost
Initial Cost of System	5	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00
PSTN and LD	\$ 472	2,200.00	\$ 47	2,200.00	\$472,	200.00	\$ 472	2,200.00	\$ 47.	2,200.00	\$ 473	2,200.00	\$ 47	2,200.00	\$ 47.	2,200.00	\$47	2,200.00	\$ 472	2,200.00	5	4,722,000.00
Maintenance	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00
Support	5	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00
System Upgrades	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00
FTE	\$ 193	3,000.00	\$ 193	3,000.00	\$ 193,	000.00	\$ 193	000.00	\$ 19	3,000.00	\$ 193	8,000.00	\$ 19	3,000.00	\$ 19	3,000.00	\$ 19	3,000.00	\$ 193	3,000.00	5	1,930,000.00
Total 9 Year Cost	\$ 665	5,200.00	\$ 665	5,200.00	\$ 665.3	200.00	\$ 665	,200.00	\$ 66	5,200.00	\$ 665	.200.00	\$ 66	5.200.00	\$ 66	.200.00	\$ 665	5.200.00	\$ 665	5.200.00	Ś	6,652,000.00

	9 YEAR CONT	RACT										
Ednetics Voice™	2015	2016	2017	2018	2019	2020	2021	2021	2022	2022	-	Total Cost
Handset Costs	\$ 46,416.42	\$ 46,416.42	\$ 46,416.42	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	5	139,249.25
Ednetics Voice™	\$ 580,536.00	\$ 580,536.00	\$ 580,536.00	\$580,536.00	\$ 580,536.00	\$ 580,536.00	\$ 580,536.00	\$580,536.00	\$ 580,536.00	\$580,536.00	\$	5,805,360.00
Total 9 Year Cost	\$ 626,952.42	\$626,952.42	\$ 626,952.42	\$580,536.00	\$580,536.00	\$580,536.00	\$ 580,536.00	\$580,536.00	\$ 580,536.00	\$ 580,536.00	\$	5,944,609.25



All Costs are Estimated

All Costs are Estimated

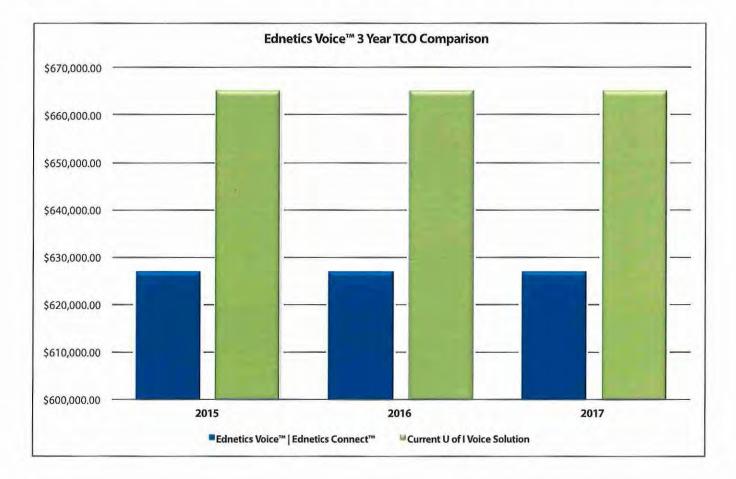
Ednetics Voice TCO – Three-Year Timeframe Example

Ednetics Voice[™] | Ednetics Connect[™] TCO - 3 Year Service Contract Period

Number of users	3081	
Number of new handsets	3081	

	3 YEAR PERIOD)		
Current U of I Voice Solution	2015	2016	2017	Total 3 Year Cost
Initial Cost of System	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
PSTN and LD	\$ 472,200.00	\$ 472,200.00	\$ 472,200.00	\$ 1,416,600.00
Maintenance	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Support	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
System Upgrades	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
FTE	\$ 193,000.00	\$ 193,000.00	\$ 193,000.00	\$ 579,000.00
Total 5 Year Cost	\$ 665,200.00	\$ 665,200.00	\$ 665,200.00	\$ 1,995,600.00

	3 YEAR CONTR	RACT	1.1.1	
Ednetics Voice™ Ednetics Connect™	2015	2016	2017	Totac3 Yearl Cost
Handset Costs	\$ 46,416.42	\$ 46,416.42	\$ 46,416.42	\$ 139,249.25
Ednetics Voice™	\$ 580,536.00	\$ 580,536.00	\$ 580,536.00	\$ 1,741,608.00
Additonal Local Gateways (SRST)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total 3 Year Cost	\$ 626,952.42	\$ 626,952.42	\$ 626,952.42	\$ 1,880,857.25



6.2.3 PRICING TABLE 3 – USAGE BASED CHARGES

List all usage based charges, along with rates and units. List and define each item with a cost separately. If an item charge is not listed below, it will be assumed that the charge is included in the bundled services amount.

USAGE BASED CHARGES	UNIT COST	PER UNIT TYPE (EACH, HOUR, SESSION, YEAR, ETC)
Moves, Adds, Changes, Deletes	\$0.00	Included in the monthly cost per line. No additional fee applied for the Service Contract Period.
Toll Call Costs (do not include international rates)	\$0.00	Included in the monthly cost per line. No additional fee applied for the Service Contract Period. *Does not include service calls (ie. 411 Directory Assistance)
Other (specify):	N/A	

6.2.4 ADDITIONAL PRICING

Provide additional information on the following options:

1. volume pricing on conferencing speaker phones, headsets, and accessories

All Pricing for Phones, Headsets & Accessories is representative of our volume price discounts. Ednetics is offering our proposal based on a term of three (3) years, commencing upon the date of execution by the university. We are prepared to extend this proposal by three (3), two-year increments for a total of six (6) additional years.

2. special offers, financing, promotions, or discounts for trading-in any legacy equipment

All Pricing is reflective of combination of special offers, financing, promotions and discounts.

Ednetics recommends eliminating as many analog station endpoints as possible for systems uniformity & overall solution flexibility. For example, the service price for a new IP Conference Phone is the same price as the service price for an Analog Station port. This example includes the price of the new IP Conference Phone, which would be able to be utilized at any location that has U of I campus data network access – in contrast, the analog port service is only of value to the single device connected to the port & does not include a new analog Conference Phone.

3. minimums, volume or threshold levels required for additional price discounts

The Service Minimums are identified within the included proposal contract documentation. The proposed 3-Year Contract provides the University the assurance of a consistent service price for a 3-9 Year period depending on contract renewals.

Ednetics Voice - Five-Year Service Contract Option - Monthly Service Contract Pricing

RECURRING CHARGES: MONTHLY SERVICE FEES	QTY	UNIT	PER UNIT TYPE (EACH, HOUR, SESSION, YEAR, ETC)	TOTAL COST
Basic IP Phone Solution Bundle Includes Cisco 3905 handset and Ednetics Voice User Rate	2505	\$13.58	Per month cost for 60 months. *Includes: User rate = \$13.00 Phone cost = \$.58	\$34,017.90
Enhanced IP Phone Solution Bundle Includes Cisco 7821 handset and Ednetics Voice User Rate	552	\$14.49	Per month cost for 60 months. *Includes: User rate = \$13.00 Phone cost = \$1.49	\$7,998.48
Premium IP Phone Solution Bundle *Sample Bundle Includes Cisco 7841 handset and Ednetics Voice User Rate.	0	\$15.13	Per month cost for 60 months. *Includes: User rate = \$13.00 Phone cost = \$2.13	\$0
Video Capable IP Phone Solution Bundle *Sample Bundle Includes Cisco 8945 Video Phone and Ednetics Voice User Rate.	0	\$16.06	Per month cost for 60 months. *Includes: User rate = \$13.00 Phone cost = \$3.06	\$0
Operator / Administrator IP Phone Solution Bundle *Sample Bundle -Includes Cisco 8851 Phone and Ednetics Voice User Rate.	1	\$16.47	Per month cost for 60 months. *Includes: User rate = \$13.00 Phone cost = \$3.47	\$16.47
IP Conference Phones Includes Cisco 8831 Phone and Ednetics Voice User Rate.	3	\$21.14	Per month cost for 60 months. *Includes: User rate = \$13.00 Phone cost = \$8.14	\$63.42
Softphone / Mobile Phone User – Stand Alone (no hardware IP Phone) No additional fee for Softphone if this is user's primary device	15	\$13.00	Per month cost for 60 months. *Includes: User rate = \$13.00 Phone cost = \$0	\$195.00
Softphone Adjunct In addition to user's primary device (ie. Laptop for travel when you have an IP phone in the office)	0	\$3.00	Per month cost for 60 months. *Includes: User rate = Included Soft phone add = \$3	\$0
7925 WiFi Phone Includes Cisco 7925 Phone, battery charger and Ednetics Voice User Rate	5	\$17.50	Per month cost for 60 months. *Includes: User rate = \$13.00 Phone cost = \$4.50	\$87.50
Audio Conferencing Included in the Ednetics Voice User Rate	Unlimited	\$0.00	NA	\$0.00
Network Fax / Analog Fax / Analog Speaker Phones Part of the analog user fee. This fee is for any non-IP endpoint. The number of network fax users is dependent on the fax DIDs you have. You can reduce the analog count by removing a fax machine and use a fax DID. Any use of an IP port vs. an analog port will show significant savings.	333	\$25.00	Per month cost for 60 months.	\$8,325
Voice to Text Cisco Speech View Integration		\$.23	Per month cost for 60 months.	\$0.00
Other (specify):				
TOTAL MONTHLY				\$50,718.72

Ednetics Voice - Five-Year Service Contract Option - Monthly Service Contract Pricing Explanation

The above 5-Year Contract Service monthly price is \$13.00 per month, per IP Phone user, for the contract period.

The difference between the proposed Bundles (Basic, Enhanced, Premium and Video) is specifically the IP Phone Model.

The above 5-Year Contract Service is a representative example of all identified phones (3081) at all identified locations.

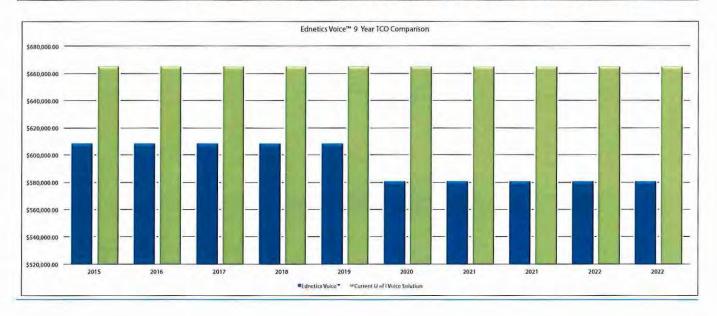
This Per-user pricing model allows the University to select the appropriate handset model desired to match with the user environment. The IP-Phone could be purchased, financed or leased (using a three or five year term).

The Ednetics Voice Bundles include all features of Ednetics Voice regardless of the phone type selected.

Ednetics Voice TCO - Nine-Year Timeframe Example - Based on an Initial Five-Year Contract Price

Ednetics Voice" [Ednetics Connect" - 9 Yea	r Service										All Costs a	re Estimated
Number of users	3081											
Number of new handsets	3081											
	9 YEAR CONTR	RACT					-				1	
Current U of I Voice Solution	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Total Cost	
Initial Cost of System	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$	0.00
PSTN and LD	\$472,200.00	\$472,200.00	\$ 472,200.00	\$472,200.00	\$ 472,200.00	\$472,200.00	\$472,200.00	\$ 472,200.00	\$472,200.00	\$ 472,200.00	\$	4,722,000.00
Maintenance	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0,00	\$	0.00
Support	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	5	0.00
System Upgrades	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$	0.00
FTE	\$193,000.00	\$193,000.00	\$193,000.00	\$193,000.00	\$ 193,000.00	\$ 193,000.00	\$ 193,000.00	\$ 193,000.00	\$ 193,000.00	\$ 193,000.00	\$	1,930,000.00
Total 9 Year Cost	\$665,200.00	\$665.200.00	\$665,200.00	\$565.200.00	\$665,200.00	\$ 665,200.00	\$665,200.00	\$665,200.00	\$665,200.00	\$ 665,200.00	\$ 6	652,000.00

	9 YEAR CONTR	RACT										
Ednetics Voice**	2015	2016	2017	2018	2019	2020	2021	2021	2022	2022	Total Co	st
Handset Costs	\$ 27,849.85	\$ 27,849.85	\$ 27,849.85	\$ 27,849.85	\$ 27,849.85	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$	139,249.25
Ednetics Voice ¹⁴	\$580,536.00	\$580,536.00	\$ 580,536.00	\$580,536.00	\$ 580,536.00	\$ 580,536.00	\$ 580,536.00	\$580,536.00	\$ 580,536.00	\$ 580,536.00	5	5,805,360.00
Total 9 Year Cost	\$608,385.85	\$608,385.85	\$608,385.85	\$608,385.85	\$608,385.85	\$ 580,536.00	\$580,536.00	\$ 580,536.00	\$ 580,536.00	\$ 580,536.00	\$	5,944,609.25



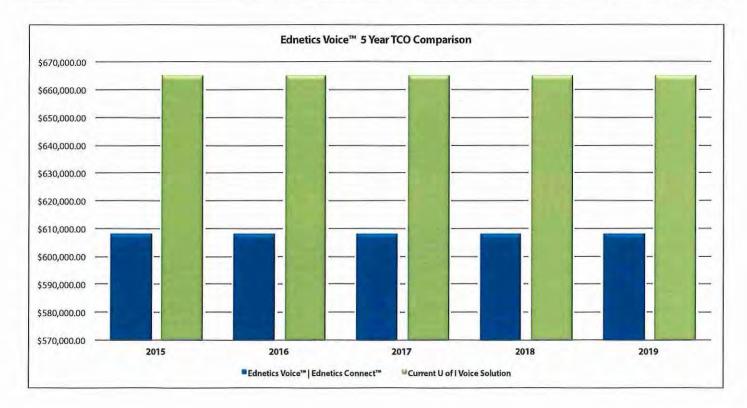
All Costs are Estimated

Ednetics Voice TCO – Five-Year Timeframe Example

Ednetics Voice™ | Ednetics Connect™ TCO - 5 Year Service Contract Period Number of users 3081

Number of users Number of new handsets	3081 3081								
	5 YEAR P	ERIOD		-					
Current U of I Voice Solution	2015	5	2016		2017	2018	-	2019	Total 5 Year Cost
Initial Cost of System	\$	0.00 \$	0.00	\$	0.00	\$ 0.00	\$	0.00	\$ 0.00
PSTN and LD	\$ 472,20	00.00 \$	472,200.00	\$	472,200.00	\$ 472,200.00	\$	472,200.00	\$ 2,361,000.00
Maintenance	\$	0.00 \$	0.00	\$	0.00	\$ 0.00	\$	0.00	\$ 0.00
Support	\$	0.00 \$	0.00	\$	0.00	\$ 0.00	\$	0.00	\$ 0.00
System Upgrades	\$	0.00 \$	0.00	\$	0.00	\$ 0.00	\$	0.00	\$ 0.00
FTE	\$ 193,00	00.00 \$	193,000.00	\$	193,000.00	\$ 193,000.00	\$	193,000.00	\$ 965,000.00
Total 5 Year Cost	\$ 665,20	00.00 \$	665,200.00	\$	665,200.00	\$ 665,200.00	\$	665,200.00	\$ 3,326,000.00

	5 YEAR CONTR	ACT		_				1	
Ednetics Voice™ Ednetics Connect™	2015		2016		2017	2018	2019		Total 5 Year Cost
Handset Costs	\$ 27,849.85	\$	27,849.85	\$	27,849.85	\$ 27,849.85	\$ 27,849.85	\$	139,249.25
Ednetics Voice [™]	\$ 580,536.00	\$	580,536.00	\$	580,536.00	\$ 580,536.00	\$ 580,536.00	\$	2,902,680.00
Additonal Local Gateways (SRST)	\$ 0.00	\$	0.00	\$	0.00	\$ 0.00	\$ 0.00	\$	0.00
Total 5 Year Cost	\$ 608,385.85	\$	608,385.85	\$	608,385.85	\$ 608,385.85	\$ 608,385.85	\$	3,041,929.25





PHONE MCDULL	905 s	7821	6.65.0 7841	-Crs.o 8851	8945	9951	9951 Video	CKEM	8831
FEATURES									
Purchase Price	\$29.70	\$76.50	\$109.50	\$178.50	\$157.50	\$231.00	\$295.50	141.00	\$418.50
Price per month for 3 years	\$0.96	\$2.48	\$3.55	\$5.78	\$5.10	\$7.49	\$9.58	\$4.57	\$12.00
Price per month for 5 years	\$0.58	\$1.49	\$2.13	\$3.47	\$3.06	\$4.49	\$5.75	2.74	\$8.14
Number of phone lines	1	2	4	5	4	5	5		1
Switch port type	10/100	10/100	10/100/1000	10/100/1000	10/100/1000	10/100/1000	10/100/1000		10/100
Bluetooth support				3.0	2.0	2.0	2.0		
Key expansion module support				2		88	8		
Cisco unified video camera support							1		
Recommended for classrooms	•	•		•	•				
Recommended for office staff						•			
Recommended for administrators						•	•		
Recommended for very active communication needs							•		

* - Purchase price listed above is valid through July 26, 2015. Price per month is good for twelve months after the date of a signed contract.

Headset Pricing:

Plantronics Supra Plus (Part #: HW251N): \$58.40 each Plantronics Voyager Blue Tooth with Charging Base (Part #: 89880-42): \$79.00 each

Pricing thresholds:

We are providing consistent service contract discounts based on the service commitment for three and five years.

SECTION 7 - PROCUREMENT PROCESS

7.1 PROPOSER LIST AND QUALIFICATION EVALUATION

After the established date for receipt of proposals, a listing of Proposers submitting proposals will be prepared, and will be available for public inspection.

Qualifications and proposals submitted by interested Proposers will be reviewed and evaluated based on the evaluation factors set forth in the RFP.

7.2 PROPOSAL CLASSIFICATION

For the purpose of conducting discussions with individual proposers, if required, proposals will initially be classified as:

- A. Potentially Acceptable
- B. Unacceptable

Discussions may be conducted with any or all of the Proposers whose proposals are found acceptable or potentially acceptable. Proposers whose proposals are unacceptable will be notified promptly. The Director of Purchasing will establish procedures and schedules for conducting oral and/or written discussions.

Proposers are advised that the University may award an Agreement on the basis of initial offers received, without discussions; therefore, each initial offer should contain the Proposer's best terms from a cost and technical standpoint.

7.3 PROPOSER INVESTIGATION

The University will make such investigations as it considers necessary to obtain full information on the Proposers selected for discussions, and each Proposer shall cooperate fully in such investigations.

7.4 FINAL OFFERS AND AWARD OF AGREEMENT

Following any discussions with Proposers regarding their technical proposals, alternative approaches, or optional features, a number of the firms may be requested to submit best and final offers. The committee will rank the final Proposers for the project, giving due consideration to the established evaluation criteria. The committee will propose award to the proposal which is found to be most advantageous to the University, based on the factors set forth in the Request for Proposals.

SECTION 8 - EVALUATION PROCESS

8.1 GENERAL

Proposals will be evaluated on how well the proposal meets the needs of the University, as described in the proposer's response to each requirement and the evaluation criteria identified in this RFP. The selected Proposer(s) may or may not be the Proposer(s) proposing the services having the lowest bid price. Proposals will be evaluated on the basis of the criteria specified below.

8.2 EVALUATION CRITERIA

Proposals will be evaluated using the following criteria (not in priority order):

- A. The proposed solution's fit to the University's requirements.
- B. References, experience and expertise.
- C. The total costs of the solution.
- D. The quality of the proposed work plan.
- E. Additional items, including agreement with contract terms.

The University may, during the evaluation process, request from any Proposer additional information which the University deems necessary to determine the Proposer's ability to perform the required services.

8.3 EVALUATION PROCESS

The evaluation of proposals will be undertaken in three stages.

<u>Stage 1</u>: Proposals will be reviewed for completeness and conformity to all University requirements. Proposals not substantially in compliance with such requirements will be identified and, at the sole discretion of the University, may be eliminated from further consideration.

<u>Stage 2</u>: Proposals will be evaluated in detail and preliminarily ranked based on the criteria listed above in this section. Proposals from Proposers determined not to be responsive or qualified will be identified and, at the sole discretion of the University, may be eliminated from further consideration. The evaluators may find it necessary to request additional information from the Proposers. All requests and responses shall be in writing. The University will release a list of all selected finalist Proposers.

<u>Stage 3</u>: The University may require that one or more selected Proposers conduct a presentation and product demonstration for representatives of the University for further evaluation. The University expects each proposer to demonstrate the latest generally available versions of the systems and software that comprise the proposed solution. If, however, a proposer is proposing to install a later (pre-announced) release or an older (previous release) version, this must be clearly communicated and explained in the proposal.

SECTION 9 - GENERAL CONTRACTUAL TERMS AND CONDITIONS

9.1 AGREEMENT TERMS AND CONDITIONS

The submission of a proposal herein constitutes the agreement of any Proposer that any Agreement to be drawn as the result of an award herein shall be prepared by the University and shall include at a minimum, all terms and conditions set forth in this RFP. The submission of a proposal shall further constitute the agreement of each Proposer that it will not insist on the use of standard contract agreements, documents, or forms, and that it waives any demand for the use of its standard agreements. The Agreement between the parties shall consistent of, in order of precedence: the agreement document signed by the Parties subsequent to submission of the proposal, and any attachments thereto and incorporations therein, the terms and conditions in the RFP, and the Proposer's response to the RFP.

Ednetics complies and takes no exceptions to Section 9 – General Contractual Terms and Conditions; Section 10 – Indemnity, Risk of Loss Insurance; Section 11 – General Terms and Conditions; and Exhibit A – Insurance.

Ednetics | (888) 809-4609 · info@ednetics.com



Ednetics Voice

Unified Communications Service Contract ID EV-ID-Uofl-030315-1

March 3rd, 2015 Julia McIlroy, Director of Contracts and Purchasing

875 Perimeter Drive MS2006 Moscow, Idaho 83844-2006

Request for Proposals No. 15-30M Unified Communications as a Service

Ednetics CONSENT 20 BAHR USECTION II

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Summary of Services and Charges

Ednetics Voice is a fully managed cloud based service, built on the award winning Cisco Unified Communications platform. It provides full enterprise features with lower initial capital expenditure and a lower total cost of ownership when compared to a traditional on-premise system. Designed specifically for the education community, Ednetics Voice is delivered over a private high performance network offering unparalleled performance and reliability.

Ednetics Voice includes Enhanced 911 services to ensure that emergency personnel will be dispatched to the correct location should the need arise. Service includes end-to-end monitoring by highly trained and certified Ednetics support desk personnel. Ednetics Voice also includes all of the back end maintenance as well as day-to-day operational changes. Pricing is based on a fixed rate per user and includes all support and maintenance. Your monthly statement will be presented in a short user-friendly format so you can find what you need at a glance.

Ednetics Voice™ 5 YEAR		
One Time Charges		
POTS Installation - 0 Lines @ \$50 per Line	\$	0.00
Applicable Taxes and Fees. Federal, State, County, and Local*	\$	0.00
Total One Time Charges	\$	0.00
Monthly Service Charges		
3081 Standard Users @ \$25 each	\$	77,025.00
333 Analog / Fax Users @ \$25 each	\$	8,325.00
0 POTS Lines @ \$30 each	\$	0.00
Contract Discount @ \$12 per standard user	\$	(36,972.00)
Applicable Taxes and Fees Federal, State, County, and Local*	\$	676.01
Total Monthly Service Charges *Taxes are estimated based on current rates and are subject to change	Ş	49,054.01
Eligible Charges		
Monthly Service Charges	\$	49,054.01
One-Time Charges	\$	0.00
Ineligible Charges		
Phone Handsets	\$	2,320.82
Additonal Local Gateways (SRST)	\$	0.00
Total One-Time Charges		\$0.00
Total Monthly Charges (2015-16)	\$	51,374.83

Ednetics Voice™ 3 YEAR

One Time Installation Charges	
POTS Installation - 0 Lines @ \$50 per Line	\$ 0.00
Applicable Taxes and Fees Federal, State, County, and Local*	\$ 0.00
Total One Time Charges	\$ 0.00
Monthly Service Charges	
3081 Standard Users @ \$25 each	\$ 77,025.00
333 Analog / Fax Users @ \$25 each	\$ 8,325.00
0 POTS Lines @ \$30 each	\$ 0.00
Contract Discount @ \$12 per standard user	\$ (36,972.00)
Applicable Taxes and Fees Federal, State, County, and Local*	\$ 676.01
Total Monthly Service Charges *Taxes are estimated based on current rates and are subject to change.	\$ 49,054.01

Eligible Charges	
Monthly Service Charges	\$ 49,054.01
One-Time Charges	\$ 0.00
neligible Charges	
Phone Handsets	\$ 3,868.03
Additonal Local Gateways (SRST)	\$ 0.00
Total One-Time Charges	\$ 0.00
Total Monthly Charges (2015-16)	\$ 52,922.04



Phone Handset Detail

PHONE MODEL	1 nor 3905	7821	. 1900 7841	8851	8945	9951	Cisco 9951 Video	CKEM	-nco 8831
FEATURES					A Real				**
Purchase Price	\$29.70	\$76.50	\$109.50	\$178.50	\$157.50	\$231.00	\$295.50	141.00	\$418.50
Price per month for 3 years	\$0.96	\$2.48	\$3.55	\$5.78	\$5.10	\$7.49	\$9.58	\$4.57	\$12.00
Price per month for 5 years	\$0.58	\$1.49	\$2.13	\$3.47	\$3.06	\$4.49	\$5.75	2.74	\$8.14
Number of phone lines	1	2	4	5	4	5	5		1
Switch port type	10/100	10/100	10/100/1000	10/100/1000	10/100/1000	10/100/1000	10/100/1000		10/100
Bluetooth support				3.0	2.0	2.0	2.0		
Key expansion module support				2			88		
Cisco unified video camera support							1		
Recommended for classrooms	•	•			•				
Recommended for office staff		•	•	•	•	•	•		
Recommended for administrators					•	•			
Recommended for very active communication needs				•					

* - Purchase price listed above is valid through July 26, 2015. Price per month is good for twelve months after the date of a signed contract. Any handset listed can be added to the contract as a bundle created for University of Idaho, or an ala carte' option.

Ednetics CONSENT ZOBATH DUSECTION II

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Phone Handset Detail

5 Year/3 Year

Ednetics Voice[™] Phone Handsets | Purchase Outright

Ednetics Voice [™] Phone Handsets	QTY		PRICE	TOTAL
Cisco Unified IP Phone - 3905	2505	\$	29.70	\$ 74,398.50
Cisco Unified IP Phone - 7821	552	\$	76.50	\$ 42,228.00
Cisco Unified IP Phone - 7841	0	\$	109.50	\$ 0
Cisco Unified IP Phone - 7925	5	\$	231.00	\$ 1,155.00
Cisco Unified IP Phone - 8945	0	\$	157.50	\$ 0
Cisco Unified IP Phone - 8851	1	\$	178.50	\$ 178.50
Cisco Unified IP Phone - 9951	0	\$	231.00	\$ 0
Cisco Unified IP Phone - 9971	0	\$	291.00	\$ 0
Cisco Conference Station - 8831	3	\$	418.50	\$ 1,255.50
Cisco Wireless Microphone Kit, 8831 Serles	0	\$	195.00	\$ 0
Cisco Desktop Collaboration Experience DX650	0	\$	508.50	\$ 0
Cisco Color Key Expansion Module	1	\$	141.00	\$ 141.00
Cisco Unified Video Camera	0	\$	72.00	\$ 0
Cisco Unified IP Endpoint Power Cube	0	\$	22.50	\$ 0
	Ednetics Voice	Phone ™	Handsets Total	\$ 119,356.50
			Sales Tax	\$ 0.00
		Total	Purchase Price	\$ 119,356.50

5 Year

Ednetics Voice[™] Phone Handsets | Monthly Payment

Ednetics Voice [™] Phone Handsets	QTY	F	RICE	TOTAL
Cisco Unified IP Phone - 3905	2505	\$	0.58	\$ 1,446.64
Cisco Unified IP Phone - 7821	552	\$	1.49	\$ 821.10
Cisco Unified IP Phone - 7841	0	\$	2.13	\$ 0
Cisco Unified IP Phone - 7925	5	\$	4.49	\$ 22.46
Cisco Unified IP Phone - 8945	0	\$	3.06	\$ 0
Cisco Unified IP Phone - 8851	1	\$	3.47	\$ 3.47
Cisco Unified IP Phone - 9951	0	\$	4.49	\$ 0
Cisco Unified IP Phone - 9971	0	\$	5.66	\$ 0
Cisco Conference Station - 8831	3	\$	8.14	\$ 24.41
Cisco Wireless Microphone Kit, 8831 Series	0	\$	3.79	\$ 0
Cisco Desktop Collaboration Experience DX650	0	\$	9.89	\$ 0
Cisco Color Key Expansion Module	1	\$	2.74	\$ 2,74
Cisco Unified Video Camera	0	\$	1.40	\$ 0
Cisco Unified IP Endpoint Power Cube	0	\$	0.44	\$ 0
	Ednetics Voice	e™ Phone H	andsets Total	\$ 2,320.82
			Sales Tax	\$ 0.00
		Total Mo	onthly Charge	\$ 2,320.82

Ednetics Voice[™] Phone Handsets | Monthly Payment

3 Year

Ednetics Voice™ Phone Handsets	QTY	(PRICE	TOTAL
Cisco Unified IP Phone - 3905	2505	\$	0.96	\$ 2,411.06
Cisco Unified IP Phone - 7821	552	\$	2.48	\$ 1,368.50
Cisco Unified IP Phone - 7841	0	\$	3.55	\$ 0
Cisco Unified IP Phone - 7925	5	\$	7.49	\$ 37.43
Cisco Unified IP Phone - 8945	0	\$	5.10	\$ 0
Cisco Unified IP Phone - 8851	1	\$	5.78	\$ 5.78
Cisco Unified IP Phone - 9951	0	\$	7.49	\$ 0
Cisco Unified IP Phone - 9971	0	\$	9.43	\$ 0
Cisco Conference Station - 8831	3	\$	13.56	\$ 40.69
Cisco Wireless Microphone Kit, 8831 Series	0	\$	6,32	\$ 0
Cisco Desktop Collaboration Experience DX650	0	\$	16.48	\$ 0
Cisco Color Key Expansion Module	1	\$	4.57	\$ 4.57
Cisco Unified Video Camera	0	\$	2.33	\$ 0
Cisco Unified IP Endpoint Power Cube	0	\$	0.73	\$ 0
	Ednetics Voice	™ Phone H	landsets Total	\$ 3,868.03
			Sales Tax	\$ 0.00
		Total Mo	onthly Charge	\$ 3,868.03

All Costs are Estimated



Total Cost of Ownership

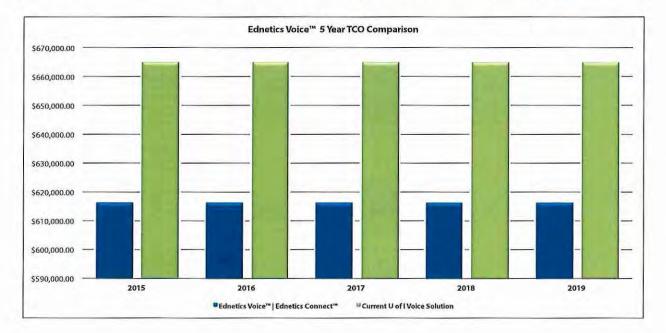
Ednetics VoiceTM Ednetics ConnectTM TCO - 5 Year Service Contract Period Number of users 3081

3081

Number of users Number of new handsets

	5 YEAR PERIOD											
Current U of I Voice Solution	2015		2016		2017		2018		2019		Total 5 Year Cost	
Initial Cost of System	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$ 0.00	
PSTN and LD	\$	472,200.00	\$	472,200.00	\$	472,200.00	\$	472,200.00	\$	472,200.00	\$ 2,361,000.00	
Maintenance	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$ 0.00	
Support	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$ 0.00	
System Upgrades	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$ 0.00	
FTE	\$	193,000.00	\$	193,000.00	\$	193,000.00	\$	193,000.00	\$	193,000.00	\$ 965,000.00	
Total 5 Year Cost	\$	665,200.00	\$	665,200.00	\$	665,200.00	\$	665,200.00	\$	665,200.00	\$ 3,326,000.00	

	5	YEAR CONTR	ACT								1	
Ednetics Voice™ Ednetics Connect™	2015		2016		2017		2018		2019		-	Total 5 Year Cost
Handset Costs	\$	27,849.85	\$	27,849.85	\$	27,849.85	\$	27,849.85	\$	27,849.85	\$	139,249.25
Ednetics Voice™	\$	588,648.08	\$	588,648.08	\$	588,648.08	\$	588,648.08	\$	588,648.08	\$	2,943,240.42
Additonal Local Gateways (SRST)	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00
Total 5 Year Cost	\$	616,497.93	\$	616,497.93	\$	616,497.93	\$	616,497.93	\$	616,497.93	\$	3,082,489.67



Total Cost of Ownership

Ednetics Voice[™] | Ednetics Connect[™] TCO - 3 Year Service Contract Period

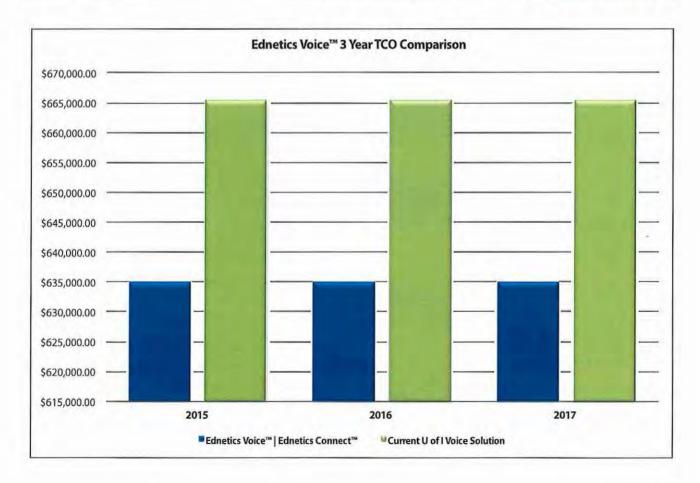
All Costs are Estimated

Number of users	
Number of new handsets	

3081 3081

	3 YEAR PERIOD										
Current U of I Voice Solution	2015	2016	2017	Total 3 Year Cost							
Initial Cost of System	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00							
PSTN and LD	\$ 472,200.00	\$ 472,200.00	\$ 472,200.00	\$ 1,416,600.00							
Maintenance	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00							
Support	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00							
System Upgrades	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00							
FTE	\$ 193,000.00	\$ 193,000.00	\$ 193,000.00	\$ 579,000.00							
Total 5 Year Cost	\$ 665,200.00	\$ 665,200.00	\$ 665,200.00	\$ 1,995,600.00							

	3 YEAR CONTRACT										
Ednetics Voice™ Ednetics Connect™	2015	2016	2017	Totac3 Yearl Cost							
Handset Costs	\$ 46,416.42	\$ 46,416.42	\$ 46,416.42	\$ 139,249.25							
Ednetics Voice™	\$ 588,648.08	\$ 588,648.08	\$ 588,648.08	\$ 1,765,944.25							
Additonal Local Gateways (SRST)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00							
Total 3 Year Cost	\$ 635,064.50	\$ 635,064.50	\$ 635,064.50	\$ 1,905,193.50							





Ednetics Voice

Unified Communications Service

APPENDIX • TERMS AND CONDITIONS

Exhibit A	Usage Pricing
Exhibit B	911 Disclosure Statement
Exhibit C	Acceptable Use Policy

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APPENDIX I | TERMS AND CONDITIONS Ednetics Voice[™]

These Terms and Conditions ("Agreement") are between Ednetics and the entity identified as the customer ("Customer"), each referred to as a "Party" and collectively referred to as the "Parties." This Agreement consists of the Sales Order(s) and any forms or authorizations attached hereto and/or incorporated herein by reference and these Terms and Conditions. The Parties agree to be bound by this Agreement and affirm that each have caused this Agreement to be executed by their respective duly authorized representatives on the dates written below their names.

- 1. Service(s). For purposes of this Agreement, "Service(s)" shall mean Ednetics Voice[™] and the use of Ednetics equipment and services integral to performance and/or delivery of the Service(s) under this Agreement. Service(s) shall also refer to the Ednetics provided demarcation point between Customer's local area network ("LAN") and Ednetics wide area network ("WAN"). Specifically, the demarcation point is represented by a router and provides a physical demarcation ("Demarc") between Customer's LAN and Ednetics WAN. Ednetics is responsible for network on the WAN side of the Demarc and Customer is responsible for network on the LAN side of the Demarc.
- 2. Ednetics Voice™. Ednetics Voice is an enhanced voice telecommunications service, which uses an Internet Protocol ("IP") infrastructure to deliver voice communications and IP products. Ednetics Voice includes local dial-tone, local and long distance, international calling, access to directory assistance and operator services as well as Ednetics equipment and services integral to performance or delivery of Service under this Agreement. Ednetics Voice is a full-featured Voice over Internet Protocol (VoIP) Service and may be a stand-alone or hosted managed Service. Ednetics will provide Service(s) as referenced on the Sales Order(s) in accordance with the terms of this Agreement.
- 2.1 Handsets. If ordered from Ednetics, the initial handsets are included with an Ednetics Voice[™] Agreement on a zero percent (0%) lease with the cost of the handsets prorated over the term of the Agreement. Customer shall own the handsets upon full completion (including payment) of the Agreement Service Term. The purchase of additional handsets is considered an Upgrade pursuant to Section 18 and as such, the handset purchase will be prorated over the remaining Service Term unless other arrangements are made.
- 2.2 Toll-Free Service. Customer is responsible for all charges for toll free Service(s) provided by Ednetics. Ednetics assumes no liability where any claim arises out of Customer being provided with any toll-free number(s) other than the toll-free numbers(s) requested by Customer. Ednetics shall have no liability whatsoever for the use, misuse or abuse of Customer's toll-free Service by third parties, including without limitation, Customer's employees or any member(s) of the public who dial the Customer's toll-free number(s) by mistake. See Exhibit A Usage Pricing attached hereto and made a part of this Agreement by reference.
- 2.3 Long Distance Service(s). Customer is responsible for all local and long distance Service(s) used with and without their knowledge. Where available, Ednetics provides long distance Service(s) at no charge within the U.S. 50 states and Canada, but excludes International calls. Calls not covered will be billed to you at the rate shown in Exhibit A.
- **^.4** Interruption of Service(s) Credit. In the event there is any defect, error, omission, delay, mistake, interruption, suspension, or other failure in connection with furnishing Service(s) or maintenance of Service(s) and the same is reported to and confirmed by Ednetics (an "Interruption"), the liability, if any, of Ednetics shall in no event exceed an amount equivalent to the proportionate charge to Customer for the affected Service for the time period during which the interruption occurred (the "Interruption Credit") as outlined below. Ednetics shall not be liable nor shall any Interruption Credit be given to Customer for any Interruption which is: (1) caused by the willfulness or negligence of Customer, a third-party or any other entity other than Ednetics; (2) due to failure of equipment and systems provided by Customer or any other entity; (3) due to a force majeure event as set forth in Section 24 below; or (4) during periods when Customer elects to use Service(s) on an impaired basis. Customer hereby acknowledges and agrees that its sole and exclusive remedy for an Interruption shall be an Interruption Credit as follows:

2 - 4 Hours	25% of the daily recurring cost
4 – 8 Hours	75% of the daily recurring cost
8 – 24 Hours	100% of the daily recurring cost
Over 24 Hours	100 % of the daily recurring cost for each 8 hour period over 24 hours.

- 2.5 Letter of Authorization. Customer will be required to execute a Letter of Authorization ("LOA") in order for Ednetics to act as an authorized agent for ordering, porting numbers, and coordination of local and long distance access circuits that may be needed. The LOA, when executed, shall be incorporated into this Agreement by reference.
- 2.6 911 Disclosure Statement. Customer is required to execute the 911 Disclosure Statement contemporaneously with the first Sales Order. The 911 Disclosure Statement is attached hereto as Exhibit B and made a part of this Agreement by reference.
- 2.7 Safeguarding Customer Proprietary Network Information. Ednetics considers our Customers' proprietary network information (CPNI) as confidential. Ednetics will not share information specific to our Customers and/or their network with anyone other than the authorized representative(s) of Customer unless Customer sends written authorization to their Ednetics account manager. Such Letter of Authorization (LOA) must be signed by Customer's authorized representative stating the information Ednetics is to provide and to what party and/or company Ednetics is to disclose the information to upon request. This procedure extends during the term of the contract and will continue after the contract expires.

neral Terms and Conditions

3. Obligations of the Customer. The customer agrees to provide all information, access, and support for timely installation and proper use of Service(s) and to comply with all of the terms and conditions of this Agreement. Customer also agrees that Customer's use of Service(s) will at all times be consistent with the terms outlined in Ednetics Acceptable Use Policy ("AUP") and will not be used in an unlawful manner, and will be used in such a manner as to prevent damage to Ednetics network and equipment. Ednetics AUP is

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attached hereto as Exhibit C and is made a part of this agreement by reference. Updates to Ednetics A Triac File The site https://portal.ednetics.com and will apply to all Service(s).

- 4. Customer Representations. Customer warrants that they have the legal right and ability to enter into this Agreement and are authorized to act on behalf the school, library, or state/local government entity. Customer represents and warrants that Customer name, contact information and registered location(s) for 911 are true and correct. Customer acknowledges and agrees that Ednetics relies on the information supplied by Customer and that providing false or incorrect information may result in delays in the provision and delivery of Service(s), the suspension or termination of Service(s) and the inability of a 911-dialed call to be correctly routed to emergency service personnel as further described in the 911 Disclosure Statement in Exhibit B. Customer agrees to promptly notify Ednetics whenever personal or billing information changes, including, but not limited to, Customer's name, address, e-mail address, telephone number, and credit card information if appropriate.
- 5. Term Commitment. For each Service, the term commitment of the Service will begin the date Service is first installed and made available to Customer unless Customer advises Ednetics in writing that Service is in material non-compliance with the specifications contained in the Sales Order(s), in which case the term commitment for that Service will not commence until such time as Ednetics and Customer mutually agree that the issues with Service have been resolved, and will continue for the number of months/years set forth in the applicable Sales Order ("Initial Service Term").
- 6. Fees and Charges. Customer shall pay for all Service(s) Ednetics supplies to Customer. Sales Order(s) specify the fees Customer will pay for Service(s) during the Service Term. The fees on the invoice are categorized as (1) "Monthly Charges," (2) "One Time Charges", and (3) "Other Charges." Monthly Charges are recurring and will be billed monthly in advance. One Time Charges are non-recurring and will be billed as they occur. Other Charges are usage charges and will be billed based on Customer's actual usage which could include per minute fees for long distance or per call fees as reflected in Exhibit A incorporated herein by reference. Ednetics will bill Customer and Customer will be responsible for other legally applicable charges including, but not limited to, federal and state universal service fund (USF), federal and state telecommunications relay service (TRS), state and county E911 surcharges, state and local sales taxes, and local utility taxes and any other applicable federal, state, county, or local taxes and fees. Customer's invoice will reflect all taxes and fees.
- 7. Payment. Ednetics will provide Customer with monthly invoices which will be due and payable thirty (30) days from the invoice date (the "Due Date"). For the purposes of billing and adjustments, Ednetics assumes there are thirty (30) days in a month and the Invoice Date is the 1st of each month. All Monthly Charges are billed one (1) month in advance and Other Charges, such as usage, international long distance, directory assistance charges and services installed prior to the invoice date (Partial Month Services) are billed in arrears. All One Time Charges for installation and/or changes of service are invoiced on the first invoice following the date charges were incurred. Your initial invoice could contain One Time Charges, pro-rated charges for Partial Month Services and Other Charges as well as Monthly Charges for services in advance. A late payment fee may be applied on balances remaining unpaid thirty (30) days following the date of the invoice in the amount of one and one-half percent (1½%) per month of the amount of the unpaid balance from the date of invoice. Subject to any applicable state or federal regulations, in the event Customer has an outstanding balance of fees due and owing under this Agreement, Ednetics shall not be obligated to transfer transportable, toll-free, local or other numbers to another carrier. In addition to the remedies contained in this Agreement, Ednetics reserves its right in law and equity including, but not limited to, its rights under the Uniform Commercial Code.
- 8. Taxes. Customer hereby acknowledges and agrees that all pricing for Service(s) and other charges due hereunder, including value added tax, sales taxes, duties, fees, levies or surcharges (including where applicable Universal Service Fund or similar surcharges) imposed by, or pursuant to the laws, statutes or regulation of any governmental agency or authority, are the sole responsibility of Customer and shall be paid promptly when due by Customer and Customer agrees to indemnify and hold Ednetics harmless from any liability therefor. Except as set forth herein, all amounts payable by Customer under this Agreement shall be made without any deduction or withholding and, except to the extent required by any law or regulation, free and clear of any deduction or withholding on account of any tax, duty or other charges of whatever nature imposed by any taxing or governmental authority. If Customer is required by any law or regulation to make any such deduction or withholding, Customer shall, together with the relevant payment, pay such additional amount as will ensure that Ednetics actually received and is entitled to retain, free and clear of any such deduction or withholding, the full amount which it would have received if no such deduction or withholding had been required. Notwithstanding the foregoing, a monthly Universal Service Fund charge shall be added to each invoice for Service(s) based upon the applicable total billed revenues, the amount of which shall be based upon the Federal Communications Commission assessment.
- 9. E-Rate. Ednetics Services contract, including this Agreement, begins upon the later of (a) its execution by both Ednetics and Customer and (b) Customer's E-rate funding approval or Customer approval to proceed with service. Customer understands and agrees that One Time Charges and Monthly Charges are Customer's firm contractual obligation for the duration of this contract after Customer receives E-rate funding or has given Ednetics a notice to proceed with service.
- 10. Unauthorized Use of the Service(s). Customer accepts full responsibility for the charges and fees invoiced for Ednetics provision of all Service(s) to Customer including, but not limited to, outbound and toll free Service(s), regardless of whether Customer authorized the use of the Service(s). Customer shall indemnify and hold Ednetics harmless from any and all costs, expenses, damages, claims or actions arising from any fraudulent or unauthorized use of Service(s). Customer shall not be excused from paying Ednetics for Service(s) provided to Customer or any portion thereof on the basis that fraudulent use of Service(s) comprised a corresponding portion of the Service(s) for which charges and fees are invoiced. In the event Ednetics discovers or reasonably believes that Service(s) are being used fraudulently, nothing contained herein shall prohibit Ednetics from taking immediate and all reasonable actions necessary to prevent the fraudulent use of the Service(s).
- 11. BACK-UP POWER. CUSTOMER ACKNOWLEDGES AND AGREES THAT, IF ACCESS TO AND USE OF SERVICE(S) (INCLUDING, BUT NOT LIMITED TO, EMERGENCY 911 SERVICE) IS DESIRED OR REQUIRED DURING A POWER OUTAGE, CUSTOMER IS SOLELY RESPONSIBLE TO PROVIDE APPROPRIATE BACK-UP POWER TO ANY EQUIPMENT LOCATED ON CUSTOMER'S PREMISES TO THE EXTENT SUCH EQUIPMENT MAY BE USED TO ACCESS AND USE OR IS OTHERWISE RELATED TO THE USE OF SERVICE(S). EDNETICS SHALL NOT BE RESPONSIBLE OR

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LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR THE UNAVAILABILITY OF SERVICE(S) DURING A PART ACTINE AT RESULT OF CUSTOMER'S FAILURE TO PROVIDE NECESSARY BACK-UP OR SECONDARY POWER FACILITIES FOR USE OF SERVICE(S). PLEASE SEE EXHIBIT B FOR EDNETICS FULL 911 DISCLOSURE STATEMENT.

- 12. Termination by Ednetics. In the event Customer is in breach of any terms of this Agreement, Ednetics may provide written notice to Customer of such a breach, upon receipt of which Customer shall (i) have ten (10) days to cure such a breach if the breach is due to Customer's non-payment of all undisputed charges by the Due Date or (ii) have thirty (30) days to cure all other breaches of this Agreement. If such breach is not cured by Customer to Ednetics satisfaction, in its sole discretion, within the applicable cure period set forth above, Ednetics may terminate this Agreement (in whole or in part including Sales Order(s)) and discontinue its provision of Service(s) under this Agreement effective immediately. Notwithstanding the foregoing, in the event Customer's use of Service(s) violates the Ednetics AUP, Ednetics may suspend the provision of Service(s) to the Customer or terminate this Agreement (in whole or in part including Sales Order(s)) effective immediately.
- **13. Termination by Either Party.** Either Party shall have the right to terminate Service(s) without liability, including early termination fees; (i) if Ednetics is prohibited from furnishing Service(s) under this Agreement, (ii) if any material rate or term contained herein is substantially changed by order of the highest court of any competent jurisdiction to which the matter is appealed, the Federal Communications Commission, or other local, state, or federal government authority or (iii) upon expiration of the Service Term.
- 14. Early Termination. If Service(s) are terminated by Customer or by Ednetics following an uncured default by Customer prior to the end of the Service Term, then commencing on the effective date of such termination, Customer will be subject to early termination fees equal to fifty percent (50%) of the remaining value of the Agreement ("Early Termination Fees"). Customer and Ednetics acknowledge and agree that (i) the Early Termination Fees are a fair and reasonable estimate of damages that would occur in the event that the Agreement is terminated prior to the end of the Service Term; (ii) actual damages incurred by Ednetics as a result of the early termination of the Agreement would be difficult to determine; and (iii) the provisions regarding the Early Termination Fees in this paragraph are reasonable and appropriate measures of the damages for such early termination and not a penalty. Customer agrees to pay all such Early Termination Fees within thirty (30) days of Customer's notice of termination of Service(s) immediately upon receipt of Ednetics last invoice to Customer ("Final Invoice"). All requests to terminate Service(s) must be received, in writing to Ednetics, thirty (30) days prior to the termination notice is submitted.
- 15. Term Renewal. Upon expiration of the Initial Service Term and as long as Customer is not in default of the terms of this Agreement, Customer may extend their Service(s) under the same terms and conditions as their initial term for a period of one (1) additional three (3) or five (5) year term, as applicable, upon notification to Ednetics in writing at least thirty (30) days prior to the expiration of the Service Term.
- 16. Bill Disputes. Customer's billing disputes or requests for adjustment, together with all supporting documentation, must be made in good faith and must be received in writing by Ednetics within thirty (30) days from the date of the invoice or Customer's right to raise such billing disputes is waived. Customer shall otherwise timely pay any undisputed amount. If Ednetics determines that a disputed charge was billed in error, Ednetics will inform Customer of such determination and provide Customer with proof of correct billing. If Customer does not accept such proof as definitive, the dispute will be escalated for an officer review/resolution with Ednetics and Customer in accordance with this Agreement. In the event that the escalated dispute is resolved against Customer or in the event Customer accepts the foregoing proof as definitive (or if Customer fails to notify Ednetics within thirty (30) days that Customer does not accept proof as definitive), Customer shall pay the previously disputed amount within ten (10) days thereafter.
- 17. Resolution of Disputes. Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively referred to hereinafter as a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth herein. In the event of a Dispute, and upon the written request of either Party, each of the Parties shall appoint, within five (5) business days after a Party's receipt of such request, a designated representative who has authority to settle the Dispute and who is at the higher level of management than the persons with the direct responsibility for administration of the Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other shall be honored. If the Parties are unable to resolve issues related to the Dispute within thirty (30) days after a Party's request is made for appointment of designated representatives as set forth above, either Party may seek any relief to which it is entitled, whether at law or in equity.
- 18. Upgrades and Downgrades. An "Upgrade" is defined as a change to Customer's existing Service(s) agreed to by Ednetics that will result in an increase in Customer's Monthly Charges and/or One Time Charges. Customer will be required to purchase the Upgrade for a term commitment that extends to the end of Customer's existing Term or the Customer may extend their term pursuant to Sections 15 and 2.1. A "Downgrade" is defined as a change to Customer's existing Service(s) or partial disconnect agreed to by Ednetics that will result in a decrease in Customer's Monthly Charges. If Customer Downgrades the Service(s) before the end of the Term and the Downgrade results in more than a fifteen percent (15%) decrease in the Monthly Charges on the Service(s) for which a Downgrade occurred, Ednetics, in its sole discretion, may charge Customer Early Termination Fees. Customer shall provide Ednetics with thirty (30) days prior written notice for all Downgrades. Any Downgrade of Service(s) must have a Term that extends at least to the end of the Customer's existing Term.
- 79. Ednetics Owned Customer Premises Equipment. Any Equipment installed by Ednetics to perform or deliver Service(s) under this Agreement which was not purchased by the Customer is the sole property of Ednetics and is referred to as "Ednetics CPE" or "CPE." Ednetics has the right to access, maintain, remove, replace or take any other action in connection with the CPE at any time for any reason. At all times, Customer shall: (1) refrain from physically tampering with or modifying CPE, or authorizing another to do so; and (2) provide Ednetics with reasonable, sufficient, and necessary access to Customer's facilities in order for Ednetics to fulfill its obligations under this Agreement. Customer shall provide Ednetics reasonable and necessary access to Ednetics CPE at all reasonable times in the event

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Ednetics needs to retrieve the CPE during or upon the expiration or termination of the applicable Service Term CHIMENER agrees to cooperate with Ednetics in all communications with the landlord at the Customer's premises if requested by Ednetics even after the expiration or termination of the applicable Service Term so that Ednetics may retrieve physical possession of the CPE. Customer shall be responsible for any and all damages to the CPE caused by Customer or its end-users. Ednetics will not be responsible for any interference or interruption in Service(s) that are related to or caused by CPE. Customer is responsible for the initial and ongoing configuration of any equipment provided by Customer. If any equipment provided by Customer is not compatible or may not be used with the Service(s) and Customer terminates this Agreement or Service(s) as a result, Customer will be responsible for all Non-Recurring Charges for Service(s) that are noted on the Sales Order(s) as well as any third-party costs Ednetics may have incurred.

- 20. Limitation of Liability. Eductics shall not be liable or responsible for any of the following: (1) the content of the information passing over Ednetics network; (2) the Internet or any information contained thereon; (3) unauthorized access to Customer transmission facilities or to Customer owned equipment; (4) unauthorized access or damage to, alteration, theft, destruction or loss of customer records or data; (5) claims for damages caused by Customer through fault, negligence or failure to perform Customer's responsibilities; (6) claims against Customer by any other party; (7) any act or omission of any other party furnishing services to Customer or the installation and/or removal of any and all equipment supplies by any other services provider; or (8) incorrect publication of listings or advertisements of phone numbers. Notwithstanding the foregoing, the liability of Ednetics, if any, for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the Service(s) or equipment provided by Ednetics, if any, or for breach or warranties set forth in this Agreement, shall in no event exceed the Monthly Charges for Service(s) that are the subject of the claim. IF ANY LIABILITY IS IMPOSED ON EDNETICS, SUCH LIABILITY SHALL BE LIMITED AS PROVIDED IN THIS AGREEMENT, WHICH SHALL BE EDNETICS SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY PERFORMANCE, NON-PERFORMANCE, OR NEGLIGENCE OF EDNETICS UNDER THIS AGREEMENT. EDNETICS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD-PARTY FOR OR WITH RESPECT TO ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE OR FOR THE LOSS OF REVENUE, LOST PROFITS, LOSS OF BUSINESS, LOSS OF PROSPECTIVE OR POTENTIAL BUSINESS OR ECONOMIC LOSS OF ANY KIND FOR ANY REASON WHATSOEVER, REGARDLESS OF WHETHER EDNETICS IS INFORMED OF THEIR POSSIBILITY.
- 21. Liability of Customer. In the event any claim, demand, lawsuit or liability is made or asserted against Ednetics or any of the officers of Ednetics by any third-party and the same arises out of, or is directly or indirectly related to, or is caused by any act or omission of Customer, then, and in such event, Customer shall indemnify, defend and hold harmless Ednetics and its officers, agents and representatives of and from any and all such claims, demands, causes of actions and liability, including the payment of reasonable attorneys' fees to defend such action. Additionally, Customer shall reimburse Ednetics for damage to Ednetics Communications facilities including those due to any malfunction of any facilities or equipment provided by an entity other than Ednetics.
- 22. Warranties. EDNETICS DOES NOT WARRANT UNINTERRUPTED OPERATION OF THE SERVICE(S) AND SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES NOT MADE IN THIS AGREEMENT, EITHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. EDNETICS DOES NOT WARRANT AND DOES NOT ASSUME ANY LIABILITY FOR ANY CONSEQUENCES SUFFERED BY ANY PERSON AS A RESULT OF OBTAINING INTERNET ACCESS INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM INTERNET CONTENT OR FROM COMPUTER VIRUSES.
- 23. Transfer and Assignment. Customer may not sell, assign or transfer any of Customers rights or obligations under this Agreement without Ednetics prior written consent. Ednetics may assign this Agreement upon notice to Customer.
- 24. Force Majeure. Any delay, interruption or nonperformance of any provision of this Agreement on the part of Ednetics caused by conditions beyond Ednetics reasonable control shall not constitute a breach of the Agreement and the time for performance of such provision shall be deemed to extend for a period equal to the duration of the conditions preventing performance. Such examples include, but are not limited to, acts of God, acts of civil or military authority, terrorist acts, riots, insurrections, epidemics, power blackouts, fire, explosion, vandalism, cable cut, adverse weather conditions, earthquakes, nuclear accidents, floods, governmental action, moratoriums or injunctions related to the construction and shortage of labor and materials (collectively a Force Majeure Event).
- 25. Notices. All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if personally delivered by hand, (ii) upon the third day after such notice is (a) deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (b) upon the first business day following deposit if sent by overnight delivery by a nationally recognized overnight express courier, or (iii) by facsimile upon written confirmation (other than the automatic confirmation that is received from the recipient's facsimile machine) of receipt by the recipient of such notice.

Notices to Ednetics:	With a copy to:	If to Customer:
Ednetics, Inc.	Ednetics, Inc.	
Attn: Susan Lamb	Attn: Jenny George	
971 S. Clearwater Loop	971 S. Clearwater Loop	
Post Falls, Idaho 83854	Post Falls, Idaho 83854	
T (208) 619-2679	T (208) 777-4709	
F (208) 619-4161	F (208) 777-4708	

- 26. Governing Law and Venue. This Agreement shall be construed and governed in accordance with the laws of the state of and venue for any actions arising under this Agreement shall be in the courts of county jurisdiction or the state of ______, as appropriate.
- 27. Non-Disclosure and Publicity. Customer shall not disclose to any third party the terms and conditions of this Agreement without the prior written consent of Ednetics.

Ednetics CONSENTIZOBAHR USECTION II

- 28. Entire Agreement. This Agreement is the complete agreement between the Parties, concerning an **TEACHNENT**'s gervice(s) provided by Ednetics hereunder, and replaces any prior oral or written communications between the Parties. Except for prior obligations of confidentiality and/or nondisclosure, there are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified in this Agreement.
- 29. Addition/Modification. Except as set forth in this Agreement, this Agreement may only be modified, amended or waived through a writing signed by an authorized employee of each Party.
- **30.** Severability. In the event that any of the terms of this Agreement or the applications of any such term shall be invalid by any court of any competent jurisdiction, the remaining terms of this Agreement or their application shall not be affected thereby and shall remain in full force and effect.
- 31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute an Agreement. Facsimile signatures and electronic signatures (including electronically transmitted signed documents) shall be accepted and treated the same as an original

The parties have caused these General Terms and Conditions to be executed by their respective duly authorized representatives as of the last date signed below ("Effective Date").

EDNETICS, INC.	CUSTOMER
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

Long distance calls to points outside of the Continental United States and Canada are considered international. International includes Alaska and Hawaii.	\$0.15 per minute
Directory Assistance	\$0.75 per call
Operator Assistance	Operator Assistance calls are charged to your credit card and current rates may be obtained from the Operator before placing your call.
Toll Free Service within the Continental 48 U.S. States	\$1.00/number/per month; and \$0.025/per minute
Toll Free Conferencing	\$1.00/number/per month; and \$0.055/per minute/per conferee

1. Enhanced 911 Service ("E911"): When a caller from a registered location dials the digits 9-1-1 from any telephone that is associated with a phone number and a registered address, the phone number and address are automatically presented to the local emergency center serving the location.

2. Basic 911 Service: When a caller from a registered location dials the digits 9-1-1 using any telephone, the call is sent to the local emergency center serving that location, the telephone number and address associated with that telephone for call back and location purposes is <u>not</u> transmitted. The Basic 911 Service emergency center is not equipped to receive, capture or retain the telephone number associated with the caller's telephone service or the registered address. Accordingly, callers must be prepared to provide both call-back and address information. If the call is dropped or disconnected, or if the caller is unable to speak, the emergency operator answering the call will not be able to call the caller back or dispatch help to the caller's address if call-back and address information has not been provided by the caller.

3. **911** service will not work if you experience a power outage, service outage, or a network disruption: To mitigate this possibility, Ednetics provides automatic fail over to analog lines; however, the battery back-up is Customer's responsibility. In the event the battery back-up runs down or fails, Customer should maintain an alternate means of calling emergency services at all locations, such as 911 capable wireless handsets or wireline analog lines.

4. You may not be able to reach the correct emergency services if your telephone number does not match your registered location information: To accurately route 911 calls to the appropriate emergency call center, Customer must provide at least one Direct Inward Dial telephone number for each separate address location using VoIP telephone service as the call-back telephone number. To mitigate the possibility of not reaching the correct emergency services, Ednetics requires location information on all telephone number additions and/or changes that Ednetics or Customer perform.

5. You may not be able to reach the correct emergency services if you move your phone to a location different from the address initially registered or change your telephone number: Accurate location information must be registered each time Customer changes the phone's location or telephone number. If you do not, you may not be able to reach the correct emergency services and they may not be able to transfer your call to the correct emergency services. To mitigate this possibility, Ednetics will require this information on all moves, adds and/or changes Ednetics does for Customer and also of those that Customer performs.

6. Customer responsibility: It is Customer's responsibility to keep your registered locations and telephone numbers updated with Ednetics at all times, to make sure others know of the 911 limitations above and what to do in an emergency. Customer is also responsible to place 911 stickers or easily seen signs on or near your phones warning of the situations in 2 (if applicable), 3, 4, and 5 above.

7. Limitation of Liability and Disclaimers. CUSTOMER SPECIFICALLY AGREES THAT IN NO EVENT WILL EDNETICS OR ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING, DIRECTLY OR INDIRECTLY, FROM OR IN CONNECTION WITH ANY USE OF, OR INABILITY TO USE, THE SERVICES OR WITH ANY USE OF, OR INABILITY TO USE, THE SERVICES OR WITH ANY USE OF, OR INABILITY TO USE, EMERGENCY 911 SERVICES IN CONNECTION THEREWITH. CUSTOMER ALSO AGREES TO RELEASE AND DISCHARGE EDNETICS, TOGETHER WITH ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AND AGENTS, FROM ANY AND AGAINST ALL ACTIONS, LAWSUITS, CLAIMS, DAMAGES, JUDGMENTS, LIABILITIES AND EXPENSES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, THAT CUSTOMER MAY OTHERWISE HAVE IN CONNECTION WITH USE, WHETHER BY CUSTOMER OR BY ANY OTHER PERSON OF THE SERVICES THAT ARE PROVIDED TO YOU UNDER THIS AGREEMENT (COLLECTIVELY, "CLAIMS"). TO THE FULLEST EXTEND PERMITTED BY LAW, YOU WAIVE YOUR RIGHT (AND COVENANT NOT) TO BRING SUIT FOR SAID CLAIMS AGAINST EDNETICS OR ANY OF THE OTHER PERSONS MENTIONED ABOVE.

Acknowledged and Agreed

Signature	
Name	
Title	
Date	

Exhibit C | Acceptable Use Policy

1.

Unlimited Voice Services. Customer agrees to use the unlimited service plan for traditional voice or fax calling of duration comparable to that of an average business customer. Customer agrees they will not employ methods, devices or procedures to take advantage of the unlimited service plan by using the voice or fax services excessively or for means not intended by Ednetics. Excessive use is defined by Ednetics as use that substantially exceeds the average call duration used by all other Ednetics unlimited voice service plans caused by excessive local number conference calling, monitoring services, data transmissions of broadcasts or transmission of recorded material. Ednetics has the right to terminate Customers' Service if, in its sole discretion, Ednetics determines that that Customer's use of the unlimited plan violates this prohibition or is otherwise "unreasonable" or results in abuse of the unlimited minute service plan.

- a. Examples of "unreasonable" use are:
 - Re-sell, re-brand, re-supply, re-market or commercially exploit the unlimited service plan, without written consent, in order to aggregate traffic from more than one customer over an "unlimited line or trunk;
 - ii. Set-up routing functionality such that only outbound long-distance traffic is sent over the unlimited service; or
 - iii. Engage in any other conduct which is fraudulent or results in significant network congestion or degradation.
- b. Examples of "abusive" use are:
 - i. Autodialing;
 - ii. Continuous, repetitive or extensive call forwarding;
 - iii. Continuous call session connectivity;
 - iv. Fax broadcasting;
 - v. Fax blasting;
 - vi. Telemarketing; or
 - vii. Any other activity that would be inconsistent with reasonable business use that may cause network congestion or jeopardizes the integrity of Ednetics.
- 2. Lawful Purposes Only. Customer may use Ednetics Services for lawful purposes only. Customer may not use Ednetics Service or equipment in any way that is illegal, improper, or inappropriate. Illegal, improper or inappropriate uses of Ednetics Services and/or equipment include the following:
 - a. Interfering with the ability to provide service to the Customer or other customers;
 - b. Use of the Service to threaten, abuse, harass, defame, deceive, defraud, interfere or invade another's privacy or engage in any similar behavior;
 - c. Use of the Service to impersonate another person, send bulk unsolicited messages, use data mining techniques, or other automated devices or programs to catalog, download, store, or otherwise reproduce or distribute information from Ednetics or use any automated means to manipulate the service; or
 - d. Use the Service for transmitting or receiving any communication or material of any kind which would constitute a criminal offense, give rise to a civil liability, or otherwise violate and applicable local, state, national or international law or encourage conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law.

3. Right of Termination. Ednetics reserves the right to terminate the Service immediately and without advance notice if Ednetics, in its sole discretion, believes that Customer has violated any of the above restrictions.

- 4. Theft of Service. Customer may not use or obtain the Service in any manner that avoids Ednetics policies and procedures, including an illegal or improper manner. Customer will notify Ednetics immediately in writing if Customer believes the Service is stolen, used fraudulently, or otherwise being used in an unauthorized manner. If Customer notifies Ednetics of one of these events, Customer must provide an account number and a detailed description of the circumstances of the theft, fraudulent use, or unauthorized use of the Service.
- 5. Revisions to this Acceptable Use Policy. Ednetics reserves the right to revise, amend, or modify this AUP at any time in any manner. Any revision, amendment, or modification will be effective ten (10) days after Ednetics publishes such revision, amendment, or modification. Your continued use of our Services after such revision, amendment, or modification shall constitute your acceptance of the modifications to the AUP. Therefore, it is important that you review this AUP from time to time. IT IS YOUR RESPONSIBILITY TO CHECK THE WEBSITE AT WWW.EDNETICS.COM REGULARLY, AS ALL OR ANY PART OF THIS AUP MAY CHANGE WITHOUT NOTICE.

If you have questions about the AUP, or about your rights and responsibilities, please contact your Account Manager.

Ednetics Voice



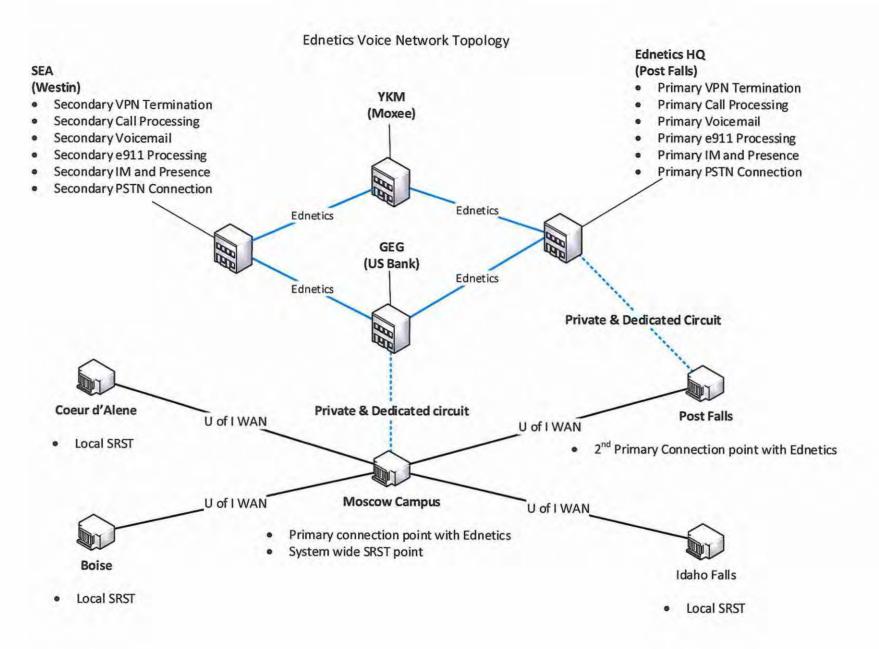
RFP No. 15-30M University of Idaho Unified Communications as a Service (UCaaS)

Table of Contents

Appendix A

- Network Topology
- Ednetics Support Agreement
- Example Statement of Work
- Example Project Timeline
- Example Project Plan
- · Handset Matrix and Pricing

CONSENT - BAHR - SECTION II





Part of Your Technology Team

The Ednetics One Technology Support Plan provides support coverage for all designated technology under one convenient plan. Ednetics One customers have access to the expertise of the entire Ednetics team of specialized engineers. The plan includes unlimited expert technical support via phone, e-mail and remote support. You also get guaranteed response times to quickly and efficiently resolve your technology support issues. We are proud to be part of your team.

Support Desk

Ednetics has a fully staffed, dedicated, support desk for quickly handling support requests. Support desk personnel enter individual support issues into the system so that each item can be properly tracked to its conclusion.

Response Times

Ednetics will respond to properly submitted requests for support within the time specified below.

EMAIL SUPPORT

4 business hour response time

PHONE SUPPORT 4 business hour response time

REMOTE SUPPORT 4 business hour response time

ONSITE SUPPORT

Scheduled. Emergency onsite support is available next business day or as replacement parts are available.

system outage 1 hour or less response time

ON-SITE SUPPORT Billed hourly at \$125/hr

Account Manager

James Hersey E-mail: james.hersey@ednetics.com Toll Free: 888.809.4609





Support Plan

Support Information

In order to ensure your support request is properly received and response times are met, you must submit your support request through:

E-mail: support@ednetics.com OR Toll Free Phone: 877.809.4610

Ednetics offices are open Monday through Friday 6 a.m. to 7 p.m. Pacific Standard Time excluding Ednetics observed holidays. For emergencies an oncall technician can be reached 24x7. Normal cases submitted outside of Ednetics business hours will be queued promptly the next business day.

Remote Support

Ednetics will provide remote support via VPN, WebEx, phone, and e-mail, for items covered under this plan. This support includes troubleshooting for existing equipment and configurations. If during the course of remote support, Ednetics finds it necessary, on-site support services will be scheduled.

Onsite Support Services

On-site support services are available at a reduced, flat-rate of \$150/hr. Travel is billed at half the on-site rate. If a support issue cannot be resolved via remote support, on-site support services will be scheduled next business day or as replacement hardware is available.

Moves, Adds and Changes

The Ednetics support staff will assist our customers with processing MAC requests (see definitions) remotely using system management tools.





Update and Patch Support

Ednetics will perform licensed minor updates, bug fixes, and security patches for systems covered under this plan to resolve support issues.

Hardware Support

Ednetics support staff will assist in identifying cases where hardware repair or replacement is necessary. Ednetics can also assist in the resolution of hardware cases up to repair or replacement. Hardware repair or replacement requires 3rd party warranties, such as Cisco SMARTnet or warranty.

Technology and Personnel Requirements

This plan requires the use VPN access. The customer firewall must be capable of IPSEC or SSL VPN connectivity. This is necessary to improve remote response capability. Alternatively, we can provide an Ednetics-owned firewall to be used for VPN termination.

This plan also requires the designation of a customer personnel resource, or resources with administrator level credentials for all items under support to participate in remote troubleshooting when necessary.

Exclusions

This plan is not intended to provide tier I support (see definitions) or as a replacement for existing customer resources. It is intended supplement existing customer resources by providing technical support at tiers II and III (see definitions). This plan is not intended to provide desktop support to end users, their workstations or software applications. This plan does not include the setup of new equipment or software, new configurations or configuration changes (other than MAC). On-site MAC requests are not covered and would be handled separately on a time and materials or project basis. Cisco Unified Contact Center support excludes the creation of new applications and the creation of new or modification of existing scripts. This contract does not provide hardware warranty or replacement. However, hardware repair or replacement assistance is available and can be obtained through the Ednetics support desk.





Support Plan

Ednetics Observed Holidays

New Year Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, December 25, December 24 or 26.

Move, Adds and Changes (MACs)

These are system administration tasks, which become necessary when users or certain devices are added to, removed from or change their location on the network or phone system. Ednetics One Technology Support Plan currently covers the following types of MACs:

CISCO VOICE

Phone line changes, User display changes, Call behavior e.g.; hunt groups, Addition of a new phone instrument, User Management in Unity Connection, Variations to Message Handler, VM PIN reset, add/ remove line, CCX User/Application Management (agent/supervisor/group assignments, associate application with existing scripts or prompts.

Tier I Support

Initial support level, end-user support, and basic customer issues. Tier I Support is not included in the plan.

Tier II Support

Administrator support level, more in-depth customer issues, investigating and trouble-shooting to solve issues.

Tier III Support

Highest support level, expert level trouble-shooting and analysis

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ATTACHMENT 3

University of Idaho UCaaS Example Statement of Work

Customer will be responsible for providing any desired POTS lines for SRST failover.

Customer will be responsible for any client-side configurations, software installs and upgrades (such as Jabber IM). Customer will be responsible for IP handset deployment.

Customer will be responsible for filling out any Ednetics provided customer templates.

Customer must consent to a Materials Staging Agreement, so Ednetics can receive project related equipment. Customer must provide Ednetics with fully functional IPSEC VPN remote access to the voice network/s. This is to remain in place for the duration of the Ednetics Voice service contract.

Project Summary: Ednetics will provision and connect the customer network to the Ednetics Connect Network (Connect). This private network (as opposed to the internet) provides the pathway for us to deliver our managed voice service. Because Connect is a private network (as opposed to the internet), we can proactively monitor the health and performance of the network and take corrective actions as necessary. This also allows us to provide our customers with end to end quality of service for more sensitive applications such as voice and video. Ednetics will work with the customer to identify the components of the Cisco UCM system to me installed. This will include both hardware and software applications. Existing Cisco handsets and gateways can be re-used with the Ednetics Voice service. Voice applications that are not currently used by the customer, but are a part of the Ednetics voice service, will be installed and integrated with the rest of the voice application suite. Each core application will be installed as a two server cluster for high-availability. Each cluster will be installed on redundant UCS hardware systems which are backed up by both UPS and generator. Ednetics has been selling and installing Cisco equipment as a Cisco Partner for over 11 years. Routing, switching, firewalls and wireless have been part of that business since the beginning. We assist our customers with developing routing plans for both WAN and LAN environments, from collapsed core to advanced routing protocols. Internally on the LAN, we design and configure IP schemas for network segmentation via VLANs.

Ednetics will perform preparation tasks including:

Receive all products (except UPSs and phone handsets/ATAs) at our offices for staging. Create an asset sheet for the equipment involved in the installation. Label all equipment with Ednetics or Customer labeling standards. Associate customer SMARTnet contracts to Ednetics' profile. Check any data in customer templates for consistency, data integrity.

Work with Customer Network Administrators to determine IP schema for voice network/s.

Obtain any upgrade files and media for UCM servers, register upgrade licenses.

Ednetics will perform build tasks including:

Configure networked devices with appropriate IP information in accordance with IP schema.

Load UCM server software on one (1) Publisher and one (1) Subscriber servers.

Install server licensing, server activation, networking parameters.

Import project user and device data into the UCM cluster (data provided via customer template).

Load latest recommended IOS version on any project voice gateways.

Configure gateways within the UCM cluster.

Ednetics will perform install tasks including:

Verify the new UCM cluster is functioning and communicating across sites. Complete on-site programming and make any final changes to system data.

Rack & install the voice gateway, ensure it is operation on the network as expected.

Ednetics will perform test/documentation tasks including:

Perform thorough testing including incoming calls, outgoing calls, caller ID, 911 etc. Test call processing in a server failover situation.

Unity Connection (High Availability)

Users will be responsible for checking their old voicemail prior to the migration, it will NOT be migrated. Users will need to go through the Unity Connection setup process to create their new voicemail boxes. Customer will be responsible for filling out any Ednetics provided customer templates. Customer will be responsible for the client-side desktop integration (e-mail software) to Unity Connection. Customer must provide Ednetics with fully functional IPSEC VPN remote access to the voice network/s. This is to remain in place while the project or any subsequent support contracts are in effect.

Section Summary: Ednetics will build a new two-server Unity Connection cluster for the project.

Ednetics will perform preparation tasks including:

Associate customer SMARTnet contracts to Ednetics' profile.

License and register the Unity Connection hardware and software.

Ednetics will perform build/Install tasks including:

Import voicemail subscriber information and create mailboxes (provided via customer template). Integrate new Unity Connection cluster to the new UCM cluster, register ports etc.

Verify that the Unity Connection cluster is healthy and communicating as expected.

Ednetics will perform test/documentation tasks including:

Verify call handler behavior and flow including main line test, hunt group test etc.

Verify advanced feature behavior including dropped call, visual VM, etc.

Test voicemail operation in a server failover situation.

Provide documentation including verification of initial backup and asset sheet for new equipment.

Emergency Responder (High Availability)

Customer will be responsible for filling out any Ednetics provided customer templates. Customer will be responsible for providing per site (internal) 911 call notification data (via template). Customer will be responsible for installation of necessary backup hardware/software for ER server. Customer will be responsible for working with local Safety authorities to verify response zone requirements. Customer will be responsible for providing detailed physical layer documentation (via template) including switchport to patch panel to room and/or area (zone dependent). Customer must provide Ednetics with fully functional IPSEC VPN remote access to the voice network/s. This is to remain in place while the project or any subsequent support contracts are in effect.

Section Summary: Ednetics will build a new two-server ER cluster for the project.

Ednetics will perform preparation tasks including:

Register licensing and install licenses on the new ER server.

Associate customer SMARTnet contracts to Ednetics' profile.

Ednetics will perform build/install tasks including:

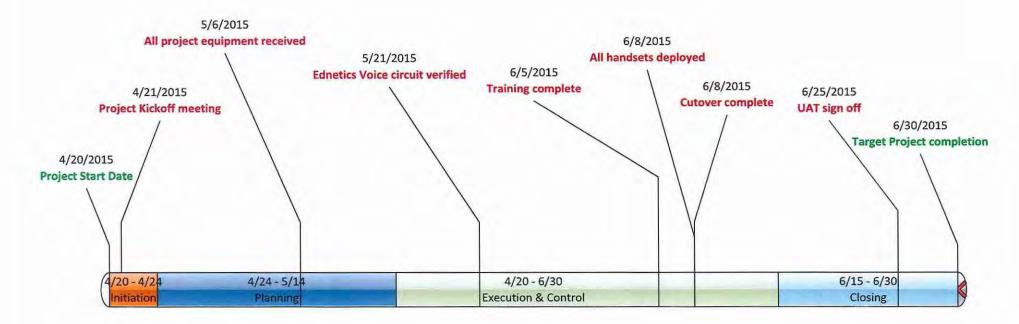
Install ER server including licensing, service activation and networking parameters on new server. Perform initial programming of new ER server including, user accounts and passwords. Perform recommended software upgrades on both servers per best practice. Configure any UCM cluster integration changes including modifications to dial plan. Complete any on-site programming including changes to switch lists, un-located and manual devices etc. Coordinate with Customer for the upload any new E911 data to the PS/ALI database through Telco.

Ednetics will perform test/documentation tasks including:

Notify local PSAP (if applicable) including scheduling tests (if pre-scheduling is necessary). Verify PS/ALI data with dispatchers including test calls from different zones/buildings. Verify dispatchers are able to return disconnected 911 calls to originating caller. Verify local notifications are working including message delivery (email) and ring behavior. Test ER operations in a server failover situation.

2015 University of Idaho UCaaS Example Timeline





4/20/2015

6/30/2015

Task Name	Duration	Start	Finish
University of Idaho UCaaS Example Project Plan	52 days	Mon 4/20/15	Tue 6/30/1
Milestones	52 days	Mon 4/20/15	Tue 6/30/1
Project Kick Off Meeting	0 days	Tue 4/21/15	Tue 4/21/1
Device Worksheets Distributed	0 days	Tue 4/21/15	Tue 4/21/1
All project equipment (product) received	0 days	Wed 5/6/15	Wed 5/6/1
Emergency Responder Discussion	0 days	Thu 5/7/15	Thu 5/7/15
Voice Gateways configured and staged	0 days	Fri 5/8/15	Fri 5/8/15
Phone system data compiled	0 days	Wed 5/13/15	Wed 5/13/
Ednetics Voice circuit tested	0 days	Thu 5/21/15	Thu 5/21/1
Ednetics Voice gateway installed and tested	0 days	Thu 5/21/15	Thu 5/21/1
Phones distributed and registered. Register at least one phone from each site for testing	10 days	Tue 5/26/15	Mon 6/8/1
Complete ER programming	0 days	Tue 5/26/15	Tue 5/26/1
Validate phones are registered to Call Manager	0 days	Mon 6/8/15	Mon 6/8/1
Training - Front office staff	4 days	Tue 6/2/15	Fri 6/5/15
Cutover	0 days	Mon 6/8/15	Mon 6/8/1
Analog takeover	0 days	Mon 6/8/15	Mon 6/8/1
Test	0 days	Mon 6/8/15	
On site Post Cutover Support	2 days	Tue 6/9/15	Wed 6/10/
Lessons Learned and Support handoff	0 days	Tue 6/23/15	
Customer acceptance and signoff	0 days	Thu 6/25/15	
Project Completion	0 days	Tue 6/30/15	
Green highlighted milestones are identified on Example Timeline			
Project Tasks	41 days	Wed 4/15/15	Wed 6/10/
Project Initiating	3 days	Mon 4/20/15	
PO/Notice to Proceed/Funding Commitment Received - customer is ready to move			
prward	1 hr	Mon 4/20/15	Mon 4/20/
ITPM identified	1 hr	Mon 4/20/15	Mon 4/20/
PM Welcome Letter	1 hr	Mon 4/20/15	
Project Kick Off Meeting	2 hrs	Tue 4/21/15	
Project Communication plan	2 hrs	Tue 4/21/15	
SRST Discussion	0.5 hrs	Tue 4/21/15	
UPS Discussion	0.5 hrs	Tue 4/21/15	
Informacast Discussion	0.5 hrs	Tue 4/21/15	
Paging integration Discussion	0.5 hrs	Tue 4/21/15	
eFax Discussion	0.5 hrs	Tue 4/21/15	
Confirm/update Engineering schedule	4 hrs	Tue 4/21/15	
Distribute Device and other worksheets to customer	0.5 hrs	Tue 4/21/15	
Project Planning	24 days	Mon 4/20/15	
List of Responsibilities (Scope of Work) reviewed and approved	0.5 days	Mon 4/20/15	
Faxing option discussion	0.5 days	Mon 4/20/15 Mon 4/20/15	
Device Counts Received & Order Placed (Handset Demo if needed)	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1		
	3 days	Mon 4/20/15	
Emergency Responder Discussion	0 days	Thu 5/7/15	
Voice Planning Tasks	4 days	Mon 4/20/15	
Customer Interviews incoming circuits/lines (IT Staff)	1 day	Mon 4/20/15	
Customer Interviews - Phones (Front Desk, Staff)	1 day	Tue 4/21/15	
Customer Interviews - Emergency Response (IT Staff)	0.5 days	Wed 4/22/15	
Customer Interviews - Voicemail	0.5 days	Wed 4/22/15	
Post Interview summary review with Customer	1 day	Thu 4/23/15	
Voice Design CUCM	4.5 days	Mon 4/20/15	
	4.5 days	Mon 4/20/15	/ /

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Licensing requirements	0.5 days	Fri 4/24/15	Fri 4/24/15
Call Routing/Dial Plan	0.5 days	Mon 4/20/15	Mon 4/20/15
CSS	0.5 days	Mon 4/20/15	Mon 4/20/15
Partition	0.5 days	Tue 4/21/15	Tue 4/21/15
Pickup group (if applicable)	0.5 days	Tue 4/21/15	Tue 4/21/15
Configure data into script writers	0.5 days	Wed 4/22/15	Wed 4/22/15
Gateways	0.5 days	Wed 4/22/15	Wed 4/22/15
CUC	4 days	Mon 4/20/15	Thu 4/23/15
Licensing requirements	0.5 days	Thu 4/23/15	Thu 4/23/15
Determine needed VM ports	0.5 days	Thu 4/23/15	Thu 4/23/15
Mailbox setup	0.5 days	Mon 4/20/15	Mon 4/20/15
Call / Directory Handler setup	0.5 days	Mon 4/20/15	Mon 4/20/15
CER	3 days	Tue 4/21/15	Thu 4/23/15
Onsite Alert Notifications	1 day	Tue 4/21/15	Tue 4/21/15
Default ERLs	1 day	Wed 4/22/15	Wed 4/22/15
Building / Zone information	1 day	Thu 4/23/15	Thu 4/23/15
Network Planning tasks	4 days	Wed 4/22/15	Mon 4/27/15
Network topology review	2 days	Wed 4/22/15	Thu 4/23/15
IP Schema review	1 day	Fri 4/24/15	Fri 4/24/15
Closet patching review	0.5 days	Mon 4/27/15	Mon 4/27/15
PoE requirements review	0.5 days	Mon 4/27/15	Mon 4/27/15
Review network design with customer	1 day		Wed 4/22/15
Device Inventory	12 days	Wed 5/6/15	
Receive equipment at warehouse	4 days		Mon 5/11/15
Scan Mac Addresses to Asset Sheet	1 day	Tue 5/12/15	
Ednetics Voice Gateway installed and tested	1 day	Thu 5/21/15	
Planning Checkpoint Meeting - **Cannot move forward until the above items are completed**	0 days	Fri 5/22/15	Fri 5/22/15
Project Executing	26 days	Wed 5/6/15	Wed 6/10/15
Licensing Ordered	2 days	Wed 5/6/15	Thu 5/7/15
VLAN Provisioned	1 day	Fri 5/8/15	Fri 5/8/15
Server VM provisioned	0.5 days	Mon 5/11/15	Mon 5/11/15
Training dates identified	0.5 days	Mon 5/11/15	Mon 5/11/15
Pre-execution Checkpoint Meeting - **Cannot move forward until the above items are	1 day	Tue 5/12/15	
completed**			
Worksheet Discussion		Wed 5/13/15	
Customer will have existing data pulled and device worksheet populated		Wed 5/13/15	
Worksheets sent to Customer	0.5 days	Thu 5/14/15	
Device worksheet with AD Username field updates complete	2 days	Thu 5/14/15	
ER Zoning + Alerting worksheets completed	2 days		Wed 5/20/15
Call Handler (call tree) worksheets completed	2 days	Wed 5/20/15	
Paging needs defined	0.5 days	Fri 5/22/15	
Worksheets received by Ednetics	1 day		Mon 5/25/15
CER programming Completed	0 days	Tue 5/26/15	
Network Verification tasks	3 days	Wed 5/27/15	
Verify QoS	1 day		Wed 4/15/15
Verify PoE availability	2 days	Wed 5/27/15	Thu 5/28/15
Voice Implementation tasks	12 days		Wed 6/10/15
Onsite staging of handsets	1 day	Tue 5/26/15	Tue 5/26/15
Handsets deployed	9 days	Wed 5/27/15	Mon 6/8/15
Training - Front office staff			



Cutover tasks:	3.2 days	Wed 6/3/15	Mon 6/8/15
Data pushed	0.2 days	Wed 6/3/15	Wed 6/3/15
Device Data	0.2 days	Wed 6/3/15	Wed 6/3/15
LDAP Integration	0.2 days	Wed 6/3/15	Wed 6/3/15
Call Handlers built	0.2 days	Wed 6/3/15	Wed 6/3/15
Voicemail boxes imported	0.2 days	Wed 6/3/15	Wed 6/3/15
ER Zones built	0.2 days	Thu 6/4/15	Thu 6/4/15
Pre-cutover review	1 day	Thu 6/4/15	Fri 6/5/15
Cutover	1 day	Mon 6/8/15	Mon 6/8/15
911 Testing	0.5 days	Mon 6/8/15	Mon 6/8/15
SRST Failover Testing	0.5 days	Mon 6/8/15	Mon 6/8/15
Onsite support (Cut day, +1, +2)	2 days	Tue 6/9/15	Wed 6/10/15
Project Management Tasks	52 days	Mon 4/20/15	Tue 6/30/15
Initiating	5.63 days	Mon 4/20/15	Mon 4/27/15
PM assignment and Customer Introduction letter	0.5 hrs	Mon 4/20/15	Mon 4/20/15
Project Kick off Meeting	1 hr	Tue 4/21/15	Tue 4/21/15
Create an ActiveCollab Project entry	1 day	Tue 4/21/15	Wed 4/22/15
*** Phase Milestone: Project Kickoff (Announcement, Presentation, and/or Meeting to		Man 4/20/45	Man 4/20/11
Organize team & initiate the Requirements Gathering Process)	0 days	Won 4/20/15	Mon 4/20/15
Setup Project Server instance	0.5 days	Tue 4/21/15	Tue 4/21/15
Develop Communications Plan & Implementation Calendar	3 days	Tue 4/21/15	Fri 4/24/15
Develop a Project Management Schedule	1 day	Fri 4/24/15	Mon 4/27/15
Planning	14 days	Wed 4/22/15	Tue 5/12/15
Develop a Resource Plan	3 days	Wed 4/22/15	Mon 4/27/15
Create Scope Document	2 days	Mon 4/27/15	Wed 4/29/15
Work Breakdown Structure	2 days	Wed 4/29/15	Fri 5/1/15
Master Project Plan (set baseline)	4 days	Fri 5/1/15	Thu 5/7/15
Risk Mitigation Plan	0.5 days	Thu 5/7/15	Thu 5/7/15
Issue Mitigation Process	0.5 days	Thu 5/7/15	Fri 5/8/15
Support/Operations Plan	1 day	Fri 5/8/15	Mon 5/11/15
Define your Change Request process	1 day	Mon 5/11/15	Tue 5/12/15
Project Monitoring and Controlling	52 days	Mon 4/20/15	Tue 6/30/15
Meetings	51 days	Tue 4/21/15	Tue 6/30/15
Project Status Meeting	51 days	Tue 4/21/15	Tue 6/30/15
Project kickoff / status	1 day	Tue 4/21/15	Tue 4/21/15
Weekly project status	1 day	Tue 4/28/15	Tue 4/28/15
Weekly project status	1 day	Tue 5/5/15	Tue 5/5/15
Weekly project status	1 day	Tue 5/12/15	Tue 5/12/15
Weekly project status	1 day	Tue 5/19/15	Tue 5/19/15
Weekly project status	1 day	Tue 5/26/15	Tue 5/26/15
Weekly project status	1 day	Tue 6/2/15	Tue 6/2/15
Weekly project status	1 day	Tue 6/9/15	Tue 6/9/15
Weekly project status	1 day	Tue 6/16/15	Tue 6/16/15
Adhoc Meetings (as needed)		TBD	TBD
Change Control			
Change Control Plan	5 days	Mon 4/20/15	Fri 4/24/15
Baseline	5 days	Mon 4/20/15	Fri 4/24/15
Change control meetings (as needed)		TBD	TBD
change control meetings (as needed)			
Project Closing	12 days	Mon 6/15/15	Tue 6/30/15



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ednetics voice Unified Communications Service

Handset Detail

PROME MODEL	Conco 3905	^{0,800} 7821	7841	(Cris) (8851	(*)55 \$(9)415	9951	insco 995al Video	CK(EN)	8831
FEATURES					1				
Purchase Price	\$29.70	\$76.50	\$109.50	\$178.50	\$157.50	\$231.00	\$295.50	141.00	\$418.50
Price per month for 3 years	\$0.96	\$2.48	\$3.55	\$5.78	\$5.10	\$7.49	\$9.58	\$4.57	\$12.00
Price per month for 5 years	\$0.58	\$1.49	\$2.13	\$3.47	\$3.06	\$4.49	\$5.75	2.74	\$8.14
Number of phone lines	1	2	4	5	4	5	5		1
Switch port type	10/100	10/100	10/100/1000	10/100/1000	10/100/1000	10/100/1000	10/100/1000		10/100
Bluetooth support				3.0	2.0	2.0	2.0		
Key expansion module support				2					
Cisco unified video camera support							1		
Recommended for classrooms	•	•		•	•				
Recommended for office staff									
Recommended for administrators					•				
Recommended for very active communication needs									

Need help figuring out which handsets will best suit your particular needs within your budgetary requirements? Please don't hesitate to contact us toll free at (888) 809-4609 or send an email to info@ednetics.com. We look forward to hearing from you.

SUBJECT

Idaho Experimental Program to Stimulate Competitive Research (EPSCoR) Committee Appointment

REFERENCE

February 2014	Board appointed Matt Borud as the Commerce Representative to the Idaho EPSCoR Committee
	(Replacing Gynii Gilliam)
October 2014	Board appointed Dr. Todd Allen as the INL
	Representative to the Idaho EPSCoR Committee
	(Replacing Dr. Hill)
February 2015	Board appointed Senator Tibbits to the Idaho
	EPSCoR Committee (Replacing Senator Goedde)
April 2015	Board appointed Dr. Cornelis J. Van der Schyf to the
	Idaho Experimental Program to Stimulate Competitive
	Research (replacing Dr. Howard Grimes)

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The Experimental Program to Stimulate Competitive Research (EPSCoR) represents a federal-state partnership to enhance the science and engineering research, education, and technology capabilities of states that traditionally have received smaller amounts of federal research and development funds. As a participating state, Idaho EPSCoR is subject to federal program requirements and policy established by the Idaho State Board of Education (Board). The purpose of EPSCoR is to build a high-quality, academic research base to advance science, technology, engineering and mathematics (STEM) to stimulate sustainable improvements in research and development capacity and competitiveness.

Idaho EPSCoR is guided by a committee of sixteen (16) members appointed by the Board for five (5) year terms. The membership of this committee is constituted to provide for geographic, academic, business and state governmental representation as specified in Board policy including the Vice Presidents of Research from the University of Idaho, Boise State University, and Idaho State University. Members are allowed to serve up to three (3) consecutive terms.

The Idaho EPSCoR Committee is recommending the reappointment of Representative Maxine Bell, Dr. Dennis Stevens, and Doyle Jacklin. Additionally, the committee is requesting the appointment of Senator Roy Lacey and Gynii Gilliam. Senator Lacey would be replacing Senator John Tippets, who was recently appointed to lead the Department of Environmental Quality and has stepped down from the Senate and Gynii Gilliam as a private sector

representative, replacing Doug Chadderdon who has recently stepped down. Ms. Gilliam had previously served on the committee as a private sector representative in 2011, and then as the Department of Commerce representative in 2012. In 2014 she left the Department of Commerce and was replaced by Matt Borund.

ATTACHMENTS

Attachment 1 – Current Committee Membership	Page 3
Attachment 2 – Representative Maxine Bell – Letter of Interest	Page 4
Attachment 3 – Doyle Jacklin – Letter of Interest	Page 6
Attachment 4 – Dr. Dennis Stevens – Letter of Interest	Page 8
Attachment 5 – Senator Roy Lacey – Letter of Interest	Page 58
Attachment 6 – Gynii Gilliam – Letter of Interest	Page 60

STAFF COMMENTS AND RECOMMENDATIONS

Representative Maxine Bell, Doyle Jacklin and Dennis Stevens, if reappointed, will continue to serve as representative of their current positions. All three of these individuals have been valuable representatives on the Committee. Under their leadership the Idaho EPSCoR program has continued to grow and receive national recognition. If appointed, Gynii Gilliam would serve the remained of Doug Chadderdon's term. Senator Lacey would serve a full five year term as Senator Tippits term expired on June 30th, 2015.

Board staff recommends approval.

BOARD ACTION

I move to reappoint Representative Maxine Bell, Doyle Jacklin and Dennis Stevens to the Idaho Experimental Program to Stimulate Competitive Research Idaho Committee effective immediately and expiring on Jun 30th, 2020.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

I move to appoint Senator Roy Lacey to the Idaho Experimental Program to Stimulate Competitive Research Idaho Committee as a representative of the Idaho Senate effective immediately and expiring on Jun 30th, 2020.

Moved by_____ Seconded by_____ Carried Yes____ No____

I move to appoint Gynii Gilliam to the Idaho Experimental Program to Stimulate Competitive Research Idaho Committee as a representative of the private sector effective immediately and expiring on Jun 30th, 2019.

Moved by_____ Seconded by_____ Carried Yes____ No____

EPSCoR Committee Members VOTING MEMBERS (16 members)

members)			-		
Member Name	Original Appt.	Re-appointment	Expires	Representing	Position
Barneby, David G.	9/9/2008	12/16/2013	6/20/2018	Private Sector	(Retired)VP Nevada Power
Bell, Maxine	12/13/2006	10/22/2015	6/30/2020	House of Rep	House of Rep.
Chadderdon, Douglas J.	9/8/2008		6/30/2019	Private Sector	President, Great Floors, LLC
Cornelius Van der Schyf	4/16/2015		Ex-officio	VPR	ISU - Interim VPR
John Tibbits	2/1/2015		6/30/2020	Senate	State Senate
Todd Allen	10/1/2014		Ex-officio	INL	
Jacklin, Doyle	12/13/2006	2/18/2010	6/30/2020	Private Sector	Chairman
Mclver, John "Jack"	9/9/2008		Ex-officio	VPR	UI - VPR
Dave Tuthill	8/16/2012		6/30/2017	Private Sector	
Noh, Laird	7/1/2011	12/9/2010	6/30/2016	Private Sector	Vice-Chair
Ray, Leo	7/1/2011	12/9/2010	6/30/2016	Private Sector	Fish Breeders
Rudin, Mark	12/13/2006		Ex-officio	VPR	BSU - VPR
Shreeve, Jean'ne	12/13/2006		6/30/2019	Private Sector	UI - Professor
Stevens, Dennis	12/13/2006	2/18/2010	6/30/2020	Private Sector	Physician
Roberto, Francisco (Frank)	7/1/2011	12/9/2010	6/30/2016	Private Sector	INL - Biological Systems Department (Private)
Matt Borud	2/22/2014		Ex-officio	Commerce	Idaho Department of Commerce

NON-VOTING MEMBERS (2 members)

Member Name	Original Appt.	Expires	Position
TBD		Ex-officio	Representative from Governors Office
Bill Goesling		Ex-officio	Idaho State Board Members





HOME ADDRESS 194 SOUTH 300 EAST JEROME, IDAHO 83338 (208) 324-4296 EMAIL: mbell@house.idaho.gov

House of Representatives State of Idaho

Dr. Laird Noh, Chair Idaho Experimental Program to Stimulate Competitive Research (EPSCoR) Committee 875 Perimeter Drive M.S. 3029 Moscow, Idaho 83844-3029

Re: Reappointment to EPSCoR

July 20, 2015

Dear Dr. Noh,

It has been a tremendous learning experience and honor to represent the Idaho House of Representatives as a member of the EPSCoR Committee. As Chair of the House Appropriations Committee, it is important that I have a working knowledge of all education budgets. More importantly, I need to know how education spending works to promote the economic well-being of the state. The research activity of our universities is vital to the health of the state economy.

I appreciate the opportunity to continue to serve as a member of this committee, working closely with the Research Vice President to pursue committee goals.

Sincerely,

Mapine T. Bell

Maxine T. Bell

MAXINE T. BELL DISTRICT 25 JEROME & TWIN FALLS COUNTIES



HOME ADDRESS 194 SOUTH 300 EAST JEROME, IDAHO 83338 (208) 324-4296 EMAIL: mbell@house.idaho.gov

House of Representatives State of Idaho

Maxine T. Bell, Jerome, Idaho serves in the Idaho House of Representatives from District 26, comprising Jerome and Minidoka Counties. Representative Bell worked as an active partner with her husband, Jack on a family row-crop farm until 1997 when the Bells retired from the day-to-day operation. They are parents of one son, Jeff and three grandchildren.

Representative Bell worked as a school librarian for nine years. She retired from the school in the spring of 1988 to run for the Legislature, winning a seat held by a six-year incumbent. Representative Bell was appointed to the Agriculture Committee where she served as vice-chairman, the Resources/Conservation Committee, and in her second term she was appointed to the powerful Appropriations Committee. She now serves as Chairman of Appropriations and Co-chairman of the Joint Finance and Appropriations Committee (JFAC).

Other activities in the Legislature include a membership in EPSCoR, Chairman of the Attaché Committee, member of the ad hoc Energy Committee; and the Joint Legislative Oversight Committee.

Other activities included serving on the Idaho Farm Bureau Board of Directors and Vice-Chairman of the American Farm Bureau Women from 1986 until 2004. In 1994, Representative Bell participated in a working trip to Ukraine for the Farmer-to-Farmer Program with the U.S. State Department. She worked with host families to assist women in learning organizational skills, lobbying and business planning. International networking continued in 1995, when she conducted workshops for farmwomen in St. Petersburg, Russia. She returned to Kharkov, Ukraine in 1997, and again to Odessa, Ukraine in November of 1999, to assist various Ukrainian women's councils. Upon returning to the United States, she assisted in a fund raising effort to build a cannery in Ukraine. Further, she participated in a trade mission to China, Japan and South Korea.

Representative Bell received the Friend of Agriculture award from the Farm Bureau in four of her terms; "Ag All-Star" from all farm organizations in the past six years; an FFA honorary degree in 1991; Legislator of the Year by the Idaho Association of Soil Conservation Districts in 1992 and 1996, and Co-operatives Friend in 1995. In the fall of 2005, she was honored with the President's Medallion by Idaho State University. In 2006, she was named Legislator of the Year by the Idaho Library Association. In 2007, she received the Idaho Professional Technical Education Distinguished Service Award, and in 2008, she was named a Henry Toll Fellow for Outstanding Achievement and Service to State Government.

Representative Bell currently serves on the Executive Board of the Council of State Governments (CSG), the Executive Committee of CSG-West, is past chairman of the Fiscal Affairs Committee for CSG-West, and past chairman for both the Fiscal Affairs Committee and Rural Development Committee for the National Conference of State Legislatures (NCSL).

July 13, 2015

Idaho State Board of Education

To Whom It May Concern:

This letter is to express my interest in reappointment to the Idaho EPSCoR Committee when my current term expires. I have served as both an EPSCoR Committee member and as State Committee Chairman during periods of increasing EPSCoR funding for the State of Idaho. In addition to attending several National EPSCoR, NSF, and EPSCoR Coalition Meetings, I have consistently been involved in providing advice and assistance in the numerous grant proposal development efforts to the various EPSCoR federal agencies. I feel this experience, together with my business experience as past President of Jacklin Seed Company and currently Managing Partner of a family business park gives me an appreciation as to how important research in science, technology, math, and engineering is to our state.

I graduated from Washington State University with a Bachelor's of Science degree in Seed Physiology and Soil Chemistry and then received an honorary Doctorate Degree from the University of Idaho. Following university graduation, I served as an officer in the US Navy's Pacific Fleet followed by six years in the Navy Reserve as Commanding Officer of the Naval Training Command's Center, Spokane, WA.

In summary, I believe my credentials and past business experience as well as EPSCoR, involvement qualifies me for reappointment to the EPSCoR Committee. I have enjoyed my past tenure on the EPSCoR Committee and would look forward to being able to continue contributing to this important effort in the future.

I respectfully request reappointment to the Idaho EPSCoR Committee.

Sincerely,

Doyle W. Jacklin

DWJ/law

epscor reappointment.doc

Doyle W. Jacklin, Chairman

Partner, Riverbend Commerce Park Coeur d'Alene, Idaho

Doyle Jacklin is managing partner in Riverbend Commerce Park, where high-tech tenants assist each other and network together as a casual business association. He graduated from Washington State University with a BS in Agronomy, having a specialization in Seed Physiology and Soil Chemistry, and has an honorary Doctorate of Administrative Science from the University of Idaho. He was past president of Jacklin Seed Company and Simplot Turf and Horticulture Group. Jacklin has served as president, Better Law and Turf Institute; chairman, American Seed Trade Association's Lawn Seed Division; vice president, USA, Canadian Seed Trade Association; president, Spokane, Washington Kiwanis Club; chairman of the board of directors, Vera Water & Power Company; chairman, University of Idaho's College of Business and Economics Advisory Board; president, Western Seed Association; and is a member or an officer of numerous other associations. Jacklin served four years aboard a U. S. Naval Pacific Fleet destroyer as operations officer and four years as commanding officer, Military Training Division, of the U. S. Naval Reserve's Eastern Washington and Northern Idaho Command.

July 21, 2015

Laird Noh Chairman, Idaho EPSCOR Committee

Dear Laird:

I have enjoyed working with you and the Idaho EPSCOR Committee for over a decade. I would like to be considered for appointment for another term on this committee. For over 10 years I was the Chairman of the Higher Education Research Committee (HERC). For 30 years I have been Director of Infectious Diseases at the Boise VA Medical Center. I have had continuous Federal Funding from the Department of Veterans Affairs for investigations regarding bacterial infections caused by group A streptococcus, methicillin resistant Staphylococcus aureus, Clostridijm difficile, Clostridium perfringens, etc.

I have given clinical and research talks at 65 medical centers in the USA and at National meetings for 30 years. In addition, I have been an invited lecturer at over 30 international medical centers or international meetings. I have been awarded the prestigious Infectious Disease Society of America Citation Award for my research work on group A streptococcal infections.

I have served as reviewer for numerous NIH, Department of Defense and VA study sections to review research grants and funding. I have been consultant to the CDC, WHO and NIH on matters related to severe group A streptococcal infections. This year, I was Chairman of the Infectious Disease Society of America's Guideline Committee for the diagnosis and treatment of skin and soft tissue infections. This year, I also gave the Keynote Address to the annual meeting of the Idaho Academy of Sciences.

All of these activities have prepared me to serve as a member of the State of Idaho EPSCOR Committee. Thank you for your considering me for this post. I have also attached a current CV.

Dennis L. Stevens, Ph.D., M.D., FIDSA, FACP Associate Chief of Staff, Research & Development Service Chief, Infectious Diseases Section Veterans Affairs Medical Center Boise, ID

Professor of Medicine University of Washington School of Medicine Seattle, WA

Address:500 West Fort Street, Boise, ID 83702Phone:208-422-1599Cell:208-412-3573e-mail:dlsteven@mindspring.com; dennis.stevens@va.gov

CURRICULUM VITAE

NAME:	Denr	Stevens	
BORN:	Nove	er 26, 1941 - Ft. Benton, Mo	ntana
EDUCATIO	N: 1964	niversity of Montana, Missou	la, Montana, B.A. (Microbiology)
	1967	ontana State University, Boz Iicrobiology)	eman, Montana, Ph.D.
	1971	niversity of Utah College of I	Medicine, Salt Lake City, Utah, M.D.
POSTGRAD	UATE TRA	ING:	
	1971	Intern, Department of Me Center, Salt Lake City, U	edicine, University of Utah Medical Itah
	1972	Resident, Department of Center, Salt Lake City, U	Medicine, University of Utah Medical Itah
	1975		isease Service, Department of Medical Center, San Antonio, Texas
FACULTY F	POSITIONS	LD:	
	1979-85		t of Medicine, Division of Infectious gton School of Medicine, Seattle, WA
	1983-05	ljunct Faculty, College of He niversity, Pocatello, ID	alth Related Professions, Idaho State
	1984-	ljunct Faculty, Department o vise, ID	f Biology, Boise State University,
	1984-	filiate Associate Professor of ochemistry, University of Ida	Microbiology, Molecular Biology and ho, Moscow, ID
	1986-92	ssociate Professor of Medicir edicine, Seattle, WA	e, University of Washington School of
	1992-	ofessor of Medicine, Univers attle, WA	ity of Washington School of Medicine,
	2005-	filiate Faculty, Department of	f Microbiology, Idaho State University
Updated as of: Sep	tember 25, 2015		1

HOSPITAL POSITIONS HELD:

1974-75	Internist, Department of Medicine, Kenner Army Hospital, Fort Lee, VA
1977-79	Assistant Chief, Infectious Disease Service, Department of Medicine, Brooke Army Medical Center, San Antonio, TX
1979-	Chief, Infectious Disease Section, Veterans Affairs Medical Center, Boise, ID
2004-	Associate Chief of Staff, Research and Development Service, Veterans Affairs Medical Center, Boise, ID

HONORS AND AWARDS:

1964-67	National Institute of Health Training Grant Fellowship Montana State University
1967	Sigma Xi
1971	American Association of Medical Colleges Fellowship, University of Belgrade, Department of Infectious Diseases, Belgrade, Yugoslavia
1977-	U.S. Army Meritorious Service Award
1982-	Fellow, American College of Physicians
1983	Outstanding Clinical Teacher Award, University of Washington, Primary Care Internal Medicine Program, Veterans Administration Medical Center, Boise, ID
1988	Fellowship, Infectious Diseases Society of America
1988	International Society of Toxicology
1990	Elected to membership, Western Society for Clinical Investigation
1990-	Member, Severe Streptococcal Infection Collaborative Study Group, Centers for Disease Control, Atlanta, GA
1991	Elected to membership, Western Association of Physicians

Updated as of: September 25, 2015

1991	Distinguished Alumni Award, University of Montana
1991	Convener-Moderator, Cytokines Scientific Session, American Society for Microbiology national meeting, Dallas, Texas, May 1991
1991	Convener-Moderator, Endotoxins and Exotoxins Scientific Session, Interscience Conference on Antimicrobial Agents and Chemotherapy meeting, Chicago, October 1991
1992	Coordinator-Moderator, Infectious Disease Scientific Session AFCR/ASCI/AAP Western Regional Meeting, Carmel, California, February 1992
1992	9th Annual Lewis Wannamaker Lecturer, "Streptococcal Toxic Shock Syndrome", University of Minnesota, June 12, 1992
1992	Invited Lecturer, Annual Meeting of the Infectious Diseases Society of Mexico, Huatulco, Mexico, October 1992
1992	President Elect, Lancefield Society, U.S.A.
1993	Visiting Scientist, Dutch Society of Microbiology Annual Meeting, Utrecht, Holland, May 1993
1994	Convener-Moderator, Infectious Disease Scientific Session AFCR/ASCI/AAP Western Regional Meeting, Carmel, California, February 1994
1994	Convener-Moderator, "Superantigen Disease," Infectious Diseases Society of America annual meeting, Orlando, Florida, October 1994
1994	Participant, National Institutes of Health, Symposium on Severe Group A Streptococcal Infections, November 1994
1994	Consultant, United Nations World Health Organization, Symposium on Severe Group A Streptococcal Infections, December 1994
1995	International Advisory Committee. First International Conference on the Molecular Genetics and Pathogenesis of the Clostridia, Phoenix, Arizona, 1995
1995	President, Lancefield Society, U.S.A.
1995	Consultant, National Institutes of Health, Division of Allergy and Infectious Diseases, Severe Invasive Group A Streptococcal

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Infections, June 1995

1995	Member, Idaho State Board of Education Higher Education Research Council
1998	Elected, Association of American Physicians
1999	Vice Chairman, Idaho State Board of Education, Higher Education Research Council
1999	Pfizer Professorship, Univ of Utah, Dept of Medicine, Surgery, Obstetrics, and Gynecology. "Pathogenesis of Necrotizing Soft Tissue Infections"
1999	Keynote lecture: "Pathogenesis of Group A Streptococcal Toxic Shock Syndrome", International Meeting of the Lancefield Society, October 1999 Auckland New Zealand
2000	Infectious Diseases Society of America, Society Citation
2001	Selected, Best Doctors in America
2001	Surgical Infections Society, William Altemeier Invited Lecturer: "Invasive Soft Tissue Infections", Snowbird, UT.
2002	Keynote Speaker, 18 th Annual Harold D. Rose, M.D. Memorial Lecture: Streptococcal Toxic Shock Syndrome. Medical College of Wisconsin, Milwaukee, Wisconsin.
2006	President, Anaerobe Society of the Americas
2006-2007	President, Lancefield Society
2009	Endowed Lecture: Invasive Group A Streptococcal Infections. Royal College of Physicians, Edinburgh, Scotland, June 2009

BOARD CERTIFICATION:

1972	Diplomate, National Board of Medical Examiners
1976	Diplomate, American Board of Internal Medicine
1978	Diplomate, American Board of Internal Medicine - Sub-specialty in Infectious Diseases

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CURRENT LICENSES TO PRACTICE:

1975-	State of North Carolina
1990-	State of Idaho

PROFESSIONAL ORGANIZATIONS:

1967-	Member, American Society of Microbiology
1972-77	Associate, American College of Physicians
1977-82	Member, American College of Physicians
1980-	Member, American Heart Association of Idaho
1980-	Member, Idaho Academy of Science
1980-	Member, Idaho Lung Association
1981-	Member, American Society of Photobiology
1981-	Member, American Federation of Clinical Research
1981-	Member, Infectious Diseases Society of America
1982-	Fellow, American College of Physicians
1988-	Fellow, Infectious Diseases Society of America
1988-	International Society on Toxinology
1988-	Member, International Lancefield Society
1990-	Member, Western Society for Clinical Investigation
1990-	Charter member, International Society for Anaerobic Bacteria
1991-	Member, Western Association of Physicians
1994-96	President, US Lancefield Society

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1996-00	International Advisory Committee, Molecular Genetics and Pathogenesis of the Clostridia
1999	International Advisory Committee, Lancefield Society
2003	President elect, Anaerobe Society of the Americas
2006	President, Anaerobe Society of the Americas
2006	President, Lancefield Society

TEACHING RESPONSIBILITIES

- 1. Medical Student Lectures: Three 1.5 hour lectures each quarter to each group of third year students (endocarditis, central nervous system infections, diarrheal diseases).
- 2. House Staff Training: Lectures on antibiotics, septic shock, 4 Show and Tell lectures
- 3. WWAMI student clerkships: 5-6 one month rotations/year
- 4. Infectious Disease Clinic: Weekly, teaching medical students and residents
- 5. Trainees Mentored (since 2003):
 - 1. Yongsheng Ma, M.D., Ph.D. Postdoctoral fellow 2003-2005.
 - 2. Michael Aldape, PhD candidate, 2003-2006
 - 3. Michael Aldape, PhD. VA Career Development Awardee, 2007 2010.
 - 4. Tanyalak Parimon, MD, Research Fellow, 2005 present
 - 5. Anna Karlson, MS candidate, Idaho State University, 2005-2009
 - 6. Stephanie Hamilton, PhD candidate, University of Idaho, 2007 present
 - 7. Zhi (Lily) Li, PhD, Post-doctoral Research Fellow, 2008 2011
 - 8. Devin Bolz, Ph.D, Post-doctoral Fellow (2012=2015)
 - 9. Todd Perkins, Ph.D, Post-doctoral Fellow (2014-present)

EDITORIAL EXPERIENCE:

- 1. Section Editor, Pathogenesis and Immune Response Section, Current Opinions in Infectious Diseases, 1991-present.
- 2. Invited Reviewer New England Journal of Medicine, Journal of American Medical Association, Journal of Clinical Microbiology, Journal of Infectious Diseases, Clinical Infectious Diseases, Blood, New York State Journal of Medicine, American Review of Respiratory Disease, Obstetrics and Gynecology, Journal of Pediatrics, European Journal of Clinical Microbiology and Infectious Diseases; Infectious Disease in Clinical Practice,

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Infection and Immunity, Microbial Pathogenesis, Annals of Internal Medicine, Annals of Emergency Medicine, Microbes and Infection, Cellular Microbiology, FASEB Journal, Proceedings of the National Academy of Sciences.

3. Associate Editor- Pathogenesis, Anaerobe; 1999 - present.

SPECIAL NATIONAL RESPONSIBILITIES:

- 1978- Participant, NIH Conference on Clinical Efficacy of Amantadine in the Prevention of Influenza A (H₁N₁); National Institutes of Health, Bethesda, MD, August 3-4, 1978
- 1983-95 Member, Governor's Human and Animal Health Consortium, State of Idaho
- 1988-90 President, Idaho Thoracic Society
- 1989- CDC Working Group on Invasive Group A Streptococcal Infections
- 2001-04 Chairman, Infectious Diseases Society of America Guidelines Committee for Treatment of Skin and Soft Tissue Infections
- 2001-12 Idaho Epscor Committee
- 2004- Veterans Administration Career Development Award Study Section
- 2006- National Institutes of Health Scientific Review Board
- 2008- Chair, Military Relevance Clinical Trial Wound Care Peer Review Panel, Department of Defense. Reston VA
- 2010 Participant, NIH Study Section on Host-Pathogen Interactions, Washington DC.
- 2010-14 Chair, IDSA Guidelines Committee on Skin and Soft Tissue Infections.

SPECIAL LOCAL RESPONSIBILITIES:

- 1977-79 Chairman, Infection Control Committee, Brooke Army Medical Center
- 1979- Chairman, Infection Control Committee, Boise VA Medical Center
- 1979- Member Research and Development Committee, Boise VA Medical Center
- 1979- Member, Pharmacy and Therapeutics Agents Committee, Boise VA Medical Center Updated as of: September 25, 2015

CONSENT - PPGA

- 1986-89 Clinical Executive Board, VA Medical Center, Boise, ID
- 1987-88 Chairman, Research and Development Committee, VA Medical Center, Boise, ID
- 2004-12 Associate Chief of Staff, Research and Development, VA Medical Center, Boise, ID

RESEARCH FUNDING

- A. Current Funding
- Cardiomyopathy in Strep TSS: Interplay of SLO and MMPs Veterans Administration; 10/01/2012-9/30/2016; \$600,000 Role: PI
- B. Pending Funding
- Idaho Biomedical Research Collaborative in Emergin/Reemerging Infectious Disease NIH (NIGMS) COBRE Program; 7/01/15-6/30/20; \$7.5 million Role: PI and Program Director
- C. Recent Past Funding 10 years
- Impact of Antibiotics on Expression of Virulence-associated Exotoxin Genes in Gram Pathogens NIH INBRE Program; 4/2009-3/2014; \$500,000 Role: PI and Program Leader
- Mechanisms of Cardiomyopathy in Streptococcal Toxic Shock Syndrome Veterans Administration Merit Review Program; 4/2008-3/2012; \$535,000 Role: PI
- Extension to evaluate the long-term effects of treatment with Peginterferon Alfa-2^a or IFN-based therapies for patients with chronic hepatitis C. Clinical Trial: Roche; 4/2006-4/2011; \$2000/evaluable patient Role: PI
- Comparative efficacy of iclaprim vs linezolid in complicated skin and soft tissue infections Clinical Trial: Arpida; 1/2007-1/2009; \$10,600/evaluable patient Role: PI
- 5. Toxin production in methicillin-resistant *Staphylococcus aureus*: the role of cell cycle, penicillin binding proteins, beta-lactam antibiotics and protein synthesis inhibitors

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Pfizer, Basic Science Research Program; 6/2006-6/2008; \$432,000 Role: PI

- Comparison of azithromycin vs ceftriaxone in the treatment of community-acquired bacterial pneumonia. Clinical Trial: Pfizer; 3/1998-4/2008; \$2500/ evaluable patient Role: PI
- The role of NADase in invasive Streptococcus pyogenes infection. Veterans Administration Merit Review Program, 10/2001-9/2006; \$625,000 Role: PI
- Efficacy of linezolid in an animal model of necrotizing fasciitis due to erythromycinresistant group A streptococcus.
 Pfizer Basic Science Research Grant; 10/2005-9/2006; \$7,000 Role: PI
- 9. Effects of daptomycin on TSST-1, alpha hemolysin, and PVL production in *Staphylococcus aureus*.
 Cubist Basic Science Research Grant; 6/2005-5/2006; \$37,000 Role: PI
- Suppression of toxins produced by community-acquired strains of methicillin-resistant Staphylococcus aureus
 Pfizer Basic Science Research Grant; 10/2004-9/2005; \$66,000
 Role: PI
- Innate immune recognition of, and response to, *Bacillus anthracis*. NIH Regional Center of Excellence Bioterrorism Program; 9/2003-2/2005; \$150,000 Role: PI

BIBLIOGRAPHY

- A. Original Peer-reviewed Publications:
- 1. **Stevens** DL, Strobel GA: Origin of cyanide in cultures of a psychrophilic basidiomycetes. J Bacteriol 95(3):1094-1102, 1968.
- 2. Pieroni RE, **Stevens** DL, Stojanovic A et al.: Investigation of cutaneous histamine sensitivity in children to pertussis. Int Arch Allergy Appl Immunol 41:940-944, 1971.
- 3. Pieroni RE, **Stevens** DL, Stojanovic A et al.: Investigation of the responsiveness of BCG vaccinated children with whooping cough to tuberculin. Int Arch Allergy Appl Immunol 42(4):583-389, 1972.
- 4. Everett ED, McNitt TR, Rahm AE, **Stevens** DL et al.: Epidemiologic investigation of methicillin resistant *Staphylococcus aureus* in a burn unit. Milit Med 143(3):165-167, March 1978.

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- Madaras-Kelly KJ, Remmington R, Lewis P, Stevens DL. Evaluation of an intervention designed to decrease methicillin-resistant Staphylococcus aureus (MRSA) by limiting fluoroquinolone use. Abstract #K552. 45th ICAAC, Washington DC, December 2005.
- Bryant AE, Bayer CR, Aldape MJ, Wallace RJ, Titball RW, Stevens DL. *Clostridium perfringens* phospholipase C-induced platelet/leukocyte interactions impede neutrophil diapedesis. The 8th Biennial Congress of the Anaerobe Society of the Americas, Boise, ID, July 2006.
- 113. Bryant AE, Hamilton SM, Bayer CR, Stevens DL. Group A Streptococcal Myonecrosis: Increased vimentin expression following skeletal muscle injury mediates the "flesheating" disease. The 88th annual meeting of the American Academy for the Advancement of Science, Pacific Division, Boise, ID, June 2007.

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- 114. Wells SE, Huntington J, Katahira EJ, Ma YS, Hamilton SM, Stevens DL, Bryant AE. Group A Streptococcal Myonecrosis: Induction of C-C Chemokine Gene Expression in Human Skeletal Muscle Cells. Presented to the annual INBRE conference, University of Idaho, Moscow, ID, August 2007.
- 115. Ayoub A, Goodrich J, Gulick R, Heera J, Hoepelman A, Huyghe I, Maddrey W, Mayer H, van der Ryst E, Stevens D. The incidence of serious liver enzyme abnormalities in the Maraviroc phase I 3 clinical development program. European AIDS Conference, Madrid Spain, October 2007.
- 116. **Stevens** DL, Shelly M, Stiller R, Villasenor-Sierra A, Bryant AE. Acute reversible cardiomyopathy in patients with streptococcal toxic shock syndrome. The XVIIth Lancefield International Symposium on Streptococci and Streptococcal Diseases, Porto Helo, Greece, June 2008.
- 117. Stevens DL, Russell K, Crum N, Aldape MJ, Bayer CR, Hale B, Hayes-Schroer SM, McIndoo E, Ma Y, Salmi DB, Bryant AE. An epidemic of M-type 3 GAS infections: Innate immune responsiveness is a function of the severity of infection. The XVIIth Lancefield International Symposium on Streptococci and Streptococcal Diseases, Porto Helo, Greece, June 2008.
- 118. Stevens DL. Cardiomyopathy in StrepTSS. 1st Annual Idaho INBRE Conference, Boise, ID, April 2009.
- 119. Parimon T, Bryant AE, **Stevens** DL. Exotoxins from community-acquired MRSA, other than Panton-Valentine Leukocidin, induce neutrophil activation and platelet binding. American Thoracic Society, International Conference, San Diego, CA. May 2009.
- 120. Turnbow C, Hamilton SM, McIndoo E, Stevens DL, Bryant AE. The Strep Connection: Molecular interactions between the microbe and its host. INBRE Research Conference, Aug 3 – 5, 2009, Idaho State University, Pocatello, ID.
- 121. Hamilton SM, Bayer CR, Stevens DL, Bryant AE. Muscle injury, vimentin expression and NSAIDs predispose to cryptic group A streptococcal myonecrosis. INBRE Research Conference, Aug 3 – 5, 2009, Idaho State University, Pocatello, ID. Winner, best Graduate Student Poster.
- 122. Thompson D, Bayer CR, Hamilton SM, Bryant AE, Stevens DL. The effects of a novel streptogramin antibiotic on TSST-1 toxin production by methicillin-resistant *Staphylococcus aureus* (MRSA)." INBRE Research Conference, Aug 3 5, 2009, Idaho State University, Pocatello, ID.
- 123. Wolter MJ, Ma Y, Bryant AE, **Stevens** DL. Regulation of streptococcal pyrogenic exotoxin B in response to environmental signals. Presented at the annual INBRE Research Conference, Aug 3 5, 2009, Idaho State University, Pocatello, ID.
- 124. Fitzgerald C, Li Z, Hamilton SM, Stevens DL. Streptococcus pyogenes induces RAGE ligand production in cardiomyocytes. Presented at the annual INBRE Research Conference, Aug 3 – 5, 2009, Idaho State University, Pocatello, ID.
- 125. Packham A, Aldape M, Stevens DL. The effects of antibiotic exposure on *C. difficile* growth and toxin A and B production. Presented at the annual INBRE Research Conference, Aug 3 – 5, 2009, Idaho State University, Pocatello, ID.
- 126. Parimon T, Bryant AE, Li Z, Stevens DL. Exotoxins from methicillin-resistant Staphylococcus aureus (MRSA) uniquely induce alveolar epithelial/pulmonary endothelial cell cross-talk. Abstract # 4967 Presented, American Thoracic Society annual

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meeting, New Orleans, LA. May 18-20, 2010. Am. J. Respir. Crit. Care Med.2010; 181: A4967.

- 127. Wilper AP, Weppner WG, Elgethun K, Mitten J, Tiumalu J, Stevens DL. Temporospatial surveillance of influenza-like-illness: Preliminary results from the Idaho Infectious Disease Reporting Network. International Society for Disease Surveillance (ISDS) Annual Conference 2010. Park City, UT. December 1-2, 2010. Abstract #489
- 128. Weppner WG, Wilper AP, Mitten J, Tiumalu J, Tivis R, Stevens DL. Syndromic surveillance of influenza-like-illness using automated VA data: Preliminary results from the Idaho Infectious Disease Reporting Network. International Society for Disease Surveillance (ISDS) Annual Conference 2010. Park City, UT. December 1-2, 2010. Abstract #500
- 129. Villaseñor-Sierra A, Katahira E, Jaramillo-Valdivia AN, Barajas-García MA, Morfín-Otero R, Márquez-Díaz F, Tinoco JC, Sánchez-Corona J, Bryant AE, Stevens DL. Phenotypes and genotypes of erythromycin resistant (ER) group A *Streptococcus* (GAS) strains isolated from invasive and non-invasive infections from Mexico and the USA during 1999-2009. Submitted, 111th Annual Meeting of the American Society for Microbiology, New Orleans, LA., May 21-24, 2011.
- 130. Hamilton SM, Bayer CR, Stevens DL, Bryant AE. COX inhibition protects against cryptic group A streptococcal necrotizing infection in a murine eccentric contraction muscle injury model. Submitted, 111th Annual Meeting of the American Society for Microbiology, New Orleans, LA., May 21-24, 2011.
- 131. Wiench C, McIndoo E, Li Z, **Stevens** DL, Bryant AE. Sub-inhibitory antibiotics change the immunogenic face of group A streptococcus. Presented at the annual Idaho INBRE Research Conference, Moscow, ID, August 1-3, 2011.
- 132. Feichtinger SJ, Hamilton SM, Bayer CR, Stevens DL, Bryant AE. The role of antecedent influenza A virus infection in cryptic group A streptococcal myonecrosis. Presented at the annual Idaho INBRE Research Conference, Moscow, ID, August 1-3, 2011.
- Hasquet JC, Bryant AE, Stevens DL. C. perfringens toxins induce MMP production by skeletal and cardiac muscle cells. Presented at the annual Idaho INBRE Research Conference, Moscow, ID, August 2012.
- 134. McIndoo E, Li Z, **Stevens** DL. SLO-induced cardiomyocyte toxicity and dysfunction. St. Luke's 2013 Research Symposium, Boise, ID. Feb 2013.
- 135. Li Z, Bryant AE, Parimon T, Stevens DL. Cardiac dysfunction in StrepTSS: Group A streptococcus disrupts the directional cardiomyocyte-to-macrophage crosstalk that maintains macrophage quiescence. St. Luke's 2013 Research Symposium, Feb 2013.
- 136. Bolz DD, Bryant AE, **Stevens** DL. *In vivo* molecular analysis of *Staphylococcus aureus* osteomyelitis pathogenesis. St. Luke's 2013 Research Symposium, Boise, ID. Feb 2013.
- Packham AE, Aldape MJ, Stevens DL. The effects of antibiotic exposure on *Clostridium difficile* growth and toxin A and B production. St. Luke's 2013 Research Symposium, Boise, ID. Feb 2013.
- Pollard HA, Aldape MH, Stevens DL. The *Clostridium sordellii* leukemoid reaction: Neuraminidase induction of anti-apoptosis signaling in promyelocytic cells. St. Luke's 2013 Research Symposium, Boise, ID. Feb 2013.
- 139. Parimon T, Bryant AE, Stevens DL. Exotoxins from community-acquired MRSA, other

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than Panton-Valentine Leukocidin, induce neutrophil activation and platelet binding. St. Luke's 2013 Research Symposium, Boise, ID. Feb 2013.

- Parimon T, Bryant AE, Li Z, Stevens DL. Exotoxins from methicillin-resistant *Staphylococcus aureus* (MRSA) uniquely induce alveolar epithelial/pulmonary endothelial cell cross-talk. St. Luke's 2013 Research Symposium, Boise, ID. Feb 2013.
- 141. Hamilton SM, Bayer CR, Stevens DL, Bryant AE. Effects of selective and non-selective NSAIDs on initiation, progression and antibiotic efficacy of experimental group A streptococcal myonecrosis. St. Luke's 2013 Research Symposium, Boise, ID. Feb 2013.
- 142. Hamilton SM, Bayer CR, **Stevens** DL, Bryant AE. Effects of selective and non-Selective NSAIDs on antibiotic efficacy of experimental group A streptococcal myonecrosis. 11^{3th} general meeting of the American Society for Microbiology, Denver, CO. May 2013.
- 143. Parimon T, Bayer C, Bryant AE, Stevens DL. Post-influenza MRSA Pneumonia: A combination of antibiotic and antiviral is required as an effective therapy. Abstract 48714, American Thoracic Society International Conference, San Diego, CA. May 16-21, 2014.
- 144. Stevens, D.L. Life-Threatening Toxin Mediated Clostridial Infections. 12th Biennial Congress of the Anaerobe Society of the Americas and 137th Congress of the Society for Microbial Ecology and Disease, Chicago, IL. June 28-July1, 2014.

INVITED LECTURESHIPS:

- University of Utah, Nora Eccles Harrison Cardiovascular Research Institute. "Mechanisms of Shock Induced by Gram Positive Bacteria". Salt Lake City, Utah, December 1986.
- 2. The Upjohn Company. Guest speaker at the Annual Research and Development Meeting of the Division of Infectious Diseases. "Mechanisms of Bacterial Toxin Suppression by Antibiotics". Grand Rapids, Michigan, June 1987.
- The University of Minnesota Divisions of Pediatric and Adult Infectious Diseases. 1) "Streptococcal myositis" and 2) "New Concepts in the Pathogenesis and Treatment of Gas Gangrene caused by *Clostridium perfringens*". Minneapolis, MN, November 1987.
- 4. Creighton University Division of Infectious Diseases. "Pathogenic Mechanisms in *Clostridium perfringens* Infection". Omaha, NB, February 1988.
- University of Washington Department of Medicine Grand Rounds. "Current Concepts in the Pathogenesis and Treatment of Gas Gangrene caused by *Clostridium perfringens*". Seattle, WA, March 1988.
- Veterans Administration Medical Center, Department of Medicine Grand Rounds. "New Concepts in the Pathogenesis of Gas Gangrene caused by *Clostridium perfringens*". Houston, TX, May 1988.
- 7. Baylor University Infectious Diseases Research Seminar. "Virulence Factors of *Clostridium perfringens*". Houston, TX, May 1988.
- 8. University of Texas at Galveston, Department of Medicine Grand Rounds. "New Concepts in the Pathogenesis and Treatment of Gas Gangrene caused by *Clostridium perfringens*". Galveston, TX, May 1988.

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- 9. International Symposium on the Interaction between Cefotaxime and Desacetylcefotaxime. Invited Speaker. "Evaluation of Positive Interactions Between Cefotaxime and Desacetylcefotaxime Using a Disc Susceptibility Assay". Dallas, TX, June 1988.
- University of Oregon. Division of Infectious Diseases Visiting Professor. "Gas Gangrene". Portland, Oregon, July 1988.
- University of North Dakota and Eighth Annual Infectious Disease Conference, Soft Tissue Infections, University of North Dakota and Bismarck Continuing Medical Education Council, Medora, North Dakota, August 1988.
- 12. Battelle Research Foundation, "The Role of Platelet Activating Factor in the Pathogenesis of Infectious Diseases". Richland, Washington, January 1989.
- 13. Cetus Corporation. "Mechanisms of shock induced by Gram positive bacteria". Emeryville, California, January 1989.
- San Francisco General Hospital. Divisions of Clinical Pharmacology and Infectious Diseases, Research Seminar, "Effect of Inoculum Size on Antibiotic Efficacy: *In vitro* and *in vivo* Models of Streptococcal and Clostridial Infection". San Francisco, California, April 1989.
- 15. Veterans Administration Medical Center, San Francisco. "Pathogenic Mechanisms in *Clostridium perfringens* Infection". Research Seminar, Division of Infectious Diseases, San Francisco, California, April 1989.
- 16. University of Texas Medical Branch Galveston. Consultant to the Marine Biology Hyperbaric Oxygen Unit, Galveston, Texas, April 17-21, 1989.
- University of Texas Medical Branch Galveston. "Mechanisms of Shock Induced by Gram Positive Bacteria". Research Seminar, Department of Microbiology, Galveston, Texas, April 18, 1989.
- 18. University of California, Davis. Visiting Professor. Medical Grand Rounds and Research Seminar, June 22, 1989. Topic: "Invasive Streptococcal Infections".
- National Institutes of Health Symposium on Oxygen and Hyperbaric Oxygen Therapy. Invited speaker. "Oxygen and Hyperbaric Oxygen in the Treatment of Anaerobic Infections". Bethesda, Maryland, September 9-11, 1989.
- University of Idaho. Graduate Research Seminar, Department of Bacteriology Biochemistry. "The Role of Exotoxins in the Pathogenesis of Gram Positive Infections". Moscow, Idaho, October 2, 1989.
- 21. University of Oklahoma Health Science Center. "The Role of Bacterial Exotoxins in the Pathogenesis of Gram Positive Infection". Department of Microbiology and Immunology, Oklahoma City, Oklahoma, October 16, 1989.
- 22. American Society of Microbiology, Northwest Branch meeting. "Pathogenesis of Gram Positive Infections". Moscow, Idaho, June 1990.
- 23. University of Washington Department of Medicine Grand Rounds. "Streptococcal Toxic Shock Syndrome". Seattle, Washington, December 13, 1990.
- 24. American Society of Microbiology Annual meeting. Symposium lecture: "The Streptococcal Toxic Shock Syndrome". Dallas, Texas, May, 1991.
- 25. Brown University. Visiting Professor. Medical Grand Rounds and Infectious Disease Research Seminar, May 22, 1991.
- 26. Interscience Conference on Antimicrobial Agents and Chemotherapy annual meeting.

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Symposium lecture: "Streptococcal Toxic Shock Syndrome: Host defense vs. Streptococcal virulence factors". Chicago, IL, October, 1991.

- 27. Invited Lecturer. Immunex Corporation. "Gram Positive Shock". February 25, 1992, Seattle, Washington.
- 28. Invited Lecturer, University of Zurich, "Toxic Streptococcal Syndrome". April 9, 1992, Zurich, Switzerland.
- 29. Visiting Professor, Department of Surgery Grand Rounds; St. Judes Hospital Grand Rounds, University of Tennessee. April 18, 1992, Memphis, Tennessee.
- 30. Invited Symposium Lecturer, American Society for Microbiology. "Scarlet Fever" New Orleans, May, 1992.
- 31. 9th Lewis Wannamaker Lecturer. "Streptococcal Toxic Shock Syndrome: Pathogenic Mechanisms". University of Minnesota, May 1992.
- 32. Invited Lecturer, North American Symposium on Anaerobic Infections. "Exotoxins of Clostridia". San Diego, California, July 1992.
- 33. Invited Lecturer. "Virulence Factors of Group A Streptococcus". University of California, San Francisco, Napa Valley, July 1992.
- Invited Speaker: Annual Infectious Disease Symposium of Mexico. "Streptococcal Toxic Shock Syndrome". Huatulco, Mexico, October 1992.
- 35. Visiting Professor: University of Maryland School of Medicine. "Streptococcal Toxic Shock Syndrome". Baltimore, Maryland, March 1993.
- 36. Visiting Professor: UCLA. "Streptococcal Toxic Shock Syndrome". March 1993.
- Visiting Professor: University of Alabama. "Streptococcal Toxic Shock Syndrome." Birmingham, Alabama, April 1993.
- Invited Lecturer. Title-"Invasive Group A Streptococcal Infections." Annual Meeting of the Dutch Society of Microbiology. Utrecht, Holland, May 1993.
- Invited Lecturer. "The Role of Cytokines in Superantigen Related Illness." American Society for Microbiology Annual Meeting. Atlanta, Georgia, May 1993.
- Invited Lecturer: "Streptococcal Toxic Shock Syndrome: Mechanisms of Toxin Injury." Infectious Disease Association of California, 1993 Spring Symposium, Del Mar, CA., June 5, 1993.
- Participant: Roundtable Discussion on the role of Superantigen in Streptococcal Infections. XII Lancefield International Symposium on Streptococci and Streptococcal Diseases. St. Petersburg, Russia, Sept. 6-10, 1993.
- 42. Participant: International Forum on Acute Bacterial Pharyngitis. "Significance of Pharyngeal Carriage of GAS." West Sussex, England, Sept. 11, 1993.
- Invited Lecturer: "Group A Streptococcal Infections: Clinical Presentations, Diagnosis and New Concepts of Treatment." St. Georges Hospital, London, England, Sept. 13, 1993.
- Invited Lecturer: Understanding Group A Streptococcal Infections in the 1990's.
 "Invasive Group A Streptococcal Infections: Past, Present, and Future." Annual Meeting, American Society of Pediatrics, Washington, D.C., Oct. 29, 1993.
- 45. Invited Speaker: American College of Physicians, U. S. Army 10th Annual Scientific Meeting. "Invasive Streptococcal Infections." Orlando, FL., Nov. 18-20, 1993.
- 46. Invited Speaker: Kuzell Institute Symposia. "Streptococcal Toxic Shock Syndrome". San Francisco, California, November 20, 1993.

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- 47. Participant: Oregon Health Sciences University, School of Medicine, Conference on Sepsis Syndromes. "Streptococcal and staphylococcal toxic shock syndromes: recognition, pathogenesis and treatment." Portland, OR., Dec. 9, 1993.
- 48. Invited Lecturer: State University of New York Health Science Center, New York State Department of Health. "Emerging issues with gram-positive cocci." New York, New York, Feb.4, 1994.
- Invited Lecturer: "Soft Tissue Infections." Northwest Conference for Nurse Practitioners in Gerontology, University of Washington, School of Nursing, Office of Continuing Nursing Education. Seattle, Washington, March 24, 1994.
- 50. Invited Speaker: Idaho Thoracic Society, Annual Medical Symposium, Lung Disease Update. "Drug Resistant Tuberculosis." Boise, Idaho, March 25, 1994.
- 51. Invited Lecturer: "Group A Streptococcal Infections -- Past, Present, and Future." University of Texas Medical Branch at Galveston, Galveston, Texas, May 10, 1994.
- 52. Invited Lecturer: "The Resurgence of Virulent (Toxic) Streptococci." Grand Rounds, Providence Medical Center, Portland, Oregon, June 15, 1994.
- 53. Invited Lecturer: Workshop, Streptococcal Infections in the Military. Title-"Streptococcal Toxic Shock Syndrome: Clinical, Pathological and Laboratory Considerations." Department of the Army, U.S. Army Medical Research and Development Command, Fort Detrick, Frederick, Maryland, June 21, 1994.
- 54. Invited Testimony on Invasive Group A streptococcal infections. Congress of the United States, House of Representatives, Committee on Government Operations, Subcommittee on Human Resources and Intergovernmental Relations, Washington, D.C., July 28, 1994.
- 55. Visiting Professor: University of Umea. Title: "Clinical Presentation and Pathogenic Mechanisms in Group A Streptococcal Infections." Umea, Sweden, September 30, 1994.
- 56. Consultant: National Institutes of Health Symposium on Streptococcal Infections. Bethesda, Maryland, November 1994.
- 57. Consultant: The United Nations World Health Organization Symposium on Streptococcal Toxic Shock Syndrome. Geneva, Switzerland, December 1994.
- 58. Invited speaker: American College of Physicians annual scientific Meeting. Seattle, Washington, December 1994.
- Invited Speaker: The 8th Kurhaus Workshop on Infectious Diseases. Title: "Clinical Presentation and Treatment of Serious Streptococcal Infections." The Hague, Holland, December 16, 1994.
- 60. Invited speaker and organizer: ASM First International Conference on the Molecular Genetics and Pathogenesis of the Clostridia. Rio Rico, Arizona, January 10-14, 1995.
- 61. Invited Speaker: University of California, Davis, Annual Infectious Disease Conference. Sacramento, California, February 3, 1995.
- 62. Invited Speaker: The 7th European Congress of Clinical Microbiology and Infectious Diseases. Title: "Streptococcal Toxic Shock Syndrome." Vienna, Austria, March 1995.
- 63. Invited lecturer: The University of Zurich, Annual Infectious Disease Conference. Title: "Flesh-Eating Bacteria." Zurich, Switzerland, March 1995.
- 64. Invited speaker: Annual Meeting of the American Society of Microbiology, Emerging Pathogens Symposia. Title: "Streptococcal Toxic Shock Syndrome." Washington, D.C., May 1995.
- 65. Invited lecturer: Second Annual Alaskan Infectious Disease Conference. Title: "Severe

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Group A Streptococcal Infections: New Concepts in Pathogenesis and Treatment." Seldovia, Alaska, June 1995.

- 66. Invited Speaker and Symposium Chairman, Serious Streptococcal Infections: 19th International Congress of Chemotherapy, Montreal, Quebec, Canada, July 16-21, 1995.
- 67. Invited speaker and co-chair: 20th Annual Meeting of the Japanese Society for Investigative Dermatology, Symposia on Severe Group A Streptococcal Infections. Okayama, Japan, September 1995.
- 68. Symposium Co-Chairman: "Invasive Group A Streptococcal Infections", Interscience Congress on Antimicrobial Agents, San Francisco, CA September 1995.
- 69. Invited Speaker, The 1995 Harold Neu Infectious Diseases Conference. "Invasive Streptococcal Infections". Toronto, Canada, October 1995.
- 70. Invited participant. The Centers for Disease Control meeting on the Prevention of Invasive Group A Streptococcal Infections, Atlanta, GA October 1995.
- Invited Speaker, X Congreso CentroAmericano de Microbiologia, and the X Congreso Nacional de Microbiologia, Parasitologia y Patologia Clinica, in San Jose, Costa Rica, November 1995.
- 72. Visiting Professor, Medicine Grand Rounds. Louisiana State University. Group A Streptococcal Infections. January 4, 1996, New Orleans, LA.
- 73. Visiting Professor, Medicine Grands Rounds, Wayne State University. Streptococcal Toxic Shock Syndrome. Detroit, MI. January 10, 1996.
- 74. Visiting Professor, Medicine Grand Rounds, Brooke Army Medical Center. Severe Group A Streptococcal Infections. San Antonio, TX. January 25-26, 1996.
- 75. Invited Lecture, University of California at San Francisco Symposium on Emerging Pathogens. San Francisco, CA. January 20, 1996.
- 76. Invited Speaker. University of Umea. Streptococcal Toxic Shock Syndrome. Umea, Sweden. February 5, 1996.
- 77. Invited Speaker. Uppsala University. Streptococcal Toxic Shock Syndrome. Uppsala, Sweden. February 6, 1996.
- 78. Invited Speaker. Bergen University Hospital. Streptococcal Toxic Shock Syndrome. Bergen, Norway. February 7, 1996.
- 79. Invited Speaker. Oslo University. Streptococcal Toxic Shock Syndrome. Oslo, Norway. February 7, 1996.
- 80. Invited Speaker. Gothenburg University East Hospital. Streptococcal Toxic Shock Syndrome. Gothenburg, Sweden. February 8, 1996.
- 81. Invited Speaker. Lund University Hospital. Streptococcal Toxic Shock Syndrome. Lund, Sweden. February 9, 1996.
- 82. Invited Speaker. Albert Einstein College of Medicine and the Montefiore Medical Center. Streptococcal Toxic Shock Syndrome. Bronx, NY. March 6, 1996.
- Invited Speaker. University of Nurnberg. Invasive Group A Streptococcal Infections. Diagnosis, Pathogenesis and New Concepts in Treatment. Nurnberg, Germany, March 12, 1996.
- Invited Speaker. Munster University. Invasive Group A Streptococcal Infections. Diagnosis, Pathogenesis and New Concepts in Treatment. Munster, Germany. March 14, 1996.
- 85. Invited Lecture. International Symposium on Infectious Diseases in Otorhinolaryngology

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Lecture: Streptococcal Infections of the Head and Neck. Bochum, Germany. March 16, 1996.

- 86. Featured Speaker. Streptococcal Toxic Shock Syndrome. James F. Hammersten Day, University of Oklahoma, Oklahoma City, OK, March 20, 1996.
- 87. Invited Speaker. Rocky Mountain Infection Control Association. "Group A Strep The Flesh Eater". Salt Lake City, UT. April 3, 1996.
- Distinguished Presenter. International Infectious Disease Society for Obstetrics and Gynecology, First Annual Meeting. "Group A Streptococcal Toxogenicity". Boulder, CO. April 28, 1996.
- 89. Invited Speaker. "The Flesh-eating Bug: Diagnosis and Treatment of Strep". Medicine in the Intermountain West Symposium, LDS Hospital, Salt Lake City, UT May 3, 1996.
- Invited Speaker. "Streptococcal Necrotizing Fasciitis". Magic Valley Regional Medical Center. Twin Falls, ID. May 10, 1996.
- Invited Speaker, 13th Annual Convocation on Immunology, Immunological and Molecular Diagnosis of Infectious Diseases, "The Toxins of Group A Streptococcus", University of Buffalo, Buffalo, NY, June 1-5, 1996.
- 92. Invited Speaker, "Update on Streptococcal Infections", 10th Annual Triservices Infectious Disease Symposium, Panama City, June 4-7, 1996.
- Invited Speaker, "Pathogenesis of Clostridial Infections", Anaerobe Society of the Americas Congress on Anaerobic Bacteria and Anaerobic Infections, Chicago, IL, July 19-21, 1996.
- 94. Invited Speaker, Avance en Medicina Critica, Organiza Unidad de Terapia Intensiva, "Streptococcal Toxic Shock Syndrome" and "The Role of Cytokines in Bacterial Shock", Quito, Ecuador, July 6-9, 1996.
- 95. Medical Grand Rounds, University of Utah College of Medicine, "Invasive Group A Streptococcal Infections", Salt Lake City, Utah, December 12, 1996.
- 96. Invited Speaker, Sixth Forum on Infectious Diseases, University of Zurich,"The Pathogenesis of Group A Streptococcal Infections", Switzerland, January 24,25, 1997.
- 97. Invited Speaker, 6th Annual International Pediatric Infectious Diseases Conference, "Streptococcal Toxic Shock Syndrome", Banff, Canada, February 8-10, 1997.
- 98. Invited Speaker, 20th Annual Update in Clinical Microbiology and Immunology, "Group A Streptococcal Infections", Park City, Utah, March 2-7, 1997.
- 99. Invited Speaker, 71st Annual Meeting of the Japanese Association for Infectious Diseases, "New Aspects of Streptococcal Infections", Sapporo, Japan, April 3-4, 1997.
- 100. Medical Grand Rounds, University of Washington School of Medicine, "Invasive Group A Streptococcal Infections", Seattle, Washington, April 9, 1997.
- 101. Keynote Address, Second International Meeting on the Molecular Genetics and Pathogenesis of the Clostridia, "The Pathogenesis of Clostridial Myonecrosis", Onzain, France, June 22-25, 1997.
- 102. Invited speaker, IX European Meeting on Bacterial Toxins, "The Pathogenesis of Clostridium perfringens infections", Ste. Maxime, France, June 28 July 3, 1999.
- Pfizer Visiting Professorship. University of Utah School of Medicine, Departments of Obstetrics and Gynecology, and General Surgery, April 13-15, 1999.
- Grand Rounds, Department of Medicine, University of Illinois. "Streptococcal Toxic Shock Syndrome", Chicago, IL, June 10, 1999.

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- 105. Invited Speaker, Interscience Conference of Antimicrobial Agents and Chemotherapy, "Gram Positive Shock", San Francisco, CA, October 1999.
- 106. Participant, CDC Working Group on Severe Streptococcal Infections (StrepTSS), Atlanta, GA, October 1999.
- 107. Invited Speaker, Universidad Autonoma de Guadalajara Infectious Disease Symposium on Gram Positive Infections, "Streptococcal Infections", Guadalajara, Jalisco, Mexico, January 2000.
- 108. Grand Rounds, University of Oregon, Department of Medicine, "Gram Positive Infections", Portland, OR, April 2000.
- 109. Invited Speaker, 48th Annual meeting of the Japanese Society of Chemotherapy.
 "Invasive group A streptococcal infections", Okayama, Japan, June 1-2, 2000.
- 110. Grand Rounds, University of Colorado, Department of Medicine, "Group A Streptococcal Infections", Denver, CO., January 2001.
- 111. Invited Speaker, Bay Area Infectious Disease Society, "Streptococcal Infections", San Francisco, CA, February 2001.
- Invited Speaker, University of California Symposium, Epidemiology of Infectious Diseases, "Invasive Group A Streptococcal Infections", San Francisco, CA, February, 2001.
- 113. Invited Speaker, Norwegian Surgical and Intensive Care Society Annual Meeting, "Invasive Streptococcal Infections", Oslo, Norway, February 2001.
- 114. Grand Rounds, West Los Angeles Veterans Affairs Medical Center, "Necrotizing Soft Tissue Infections", Los Angeles, CA., March 2001.
- 115. Invited Speaker, University of Washington School of Medicine, "Streptococcal Toxic Shock Syndrome", Seattle, WA., April 2001.
- 116. Invited Speaker, The State University of New York at Buffalo, School of Medicine and Biomedical Sciences, Infectious Diseases Division, "Streptococcal Infections", Buffalo, NY., April 2001.
- Invited Speaker, Creighton University School of Medicine 21st Annual Infectious Diseases Symposium, "Streptococcal Toxic Shock Syndrome", Omaha, NE, April 2001.
- 118. Invited as the Keynote William Altemeier Lecturer, Surgical Infections Society, "Soft Tissue Infections", Snowbird, UT, May 2001.
- 119. Visiting Professor, Wilford Hall Medical Center and Brooke Army Medical Center, "Streptococcal Infections", San Antonio, TX, September 2001.
- 120. Invited Speaker, XIII Jornada Nacional de Infectologia (XIII Infectology National Meeting), Skin and Soft Tissue Infections, October 18 20, 2001, Caracas, Venezuela.
- 121. Visiting Professor, Kaiser Permanente, Departments of Surgery and Medicine, "Group A Streptococcal Infections", Santa Clara, CA, November 2001.
- Invited Speaker and Participant, *Bacillus anthracis* Bioterrorism Research Priorities for Public Health Response, Centers for Disease Control and Prevention, Atlanta, GA, December 11-12,2001.
- 123. Invited Speaker, American College of Physicians, US Army Chapter, "Group A Streptococcal Infections", San Antonio, TX, November 2001
- 124. Medical Grand Rounds and Invited Speaker, "Current Concepts in Gram Positive Infections, Christiana Health Care System/Medical Society of Delaware, Newark, Delaware, January 2002.

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- 125. Medical Grand Rounds, Medical College of Pennsylvania, Philadelphia, PA, January 2002.
- 126. Invited Speaker, "Effect of MASKO Compounds in Exotoxin-Mediated Diseases, ICMASKO Meeting, Bologna, Italy, January 2002.
- 127. Invited Speaker, "What's New for Gram Positive Infections", Society for Critical Care Medicine, Annual Conference, San Diego, CA, January 2002.
- 128. Medical Grand Rounds, "Group A Strep and Toxic Shock Syndrome", Maine Medical Center, Portland, Maine, March 2002.
- Invited Speaker "Group A Streptococcal Infections and Streptococcal Toxic Shock Syndrome" and Medical Grand Rounds, Shady Grove Adventist Hospital, Rockville, MD., June 2002.
- 130. Invited Speaker "*Clostridium perfringens* Gas Gangrene: Ancient Nemesis, Modern Concepts" Anaerobe Society of the Americas, Park City, UT, June 2002.
- Infectious Diseases Grand Rounds, "Serious Gram Positive Infections: Diagnosis, Pathogenesis, and Treatment". Department of Internal Medicine, University of Michigan, Ann Arbor, MI., September 2002.
- 18th Annual Harold D. Rose, M.D., Memorial Lecturer. "Streptococcal Toxic Shock Syndrome". Medical College of Wisconsin, Division of Infectious Diseases, Milwaukee, WI, September 2002.
- 133. Invited Speaker, 5th Bernese Infectious Diseases Symposium, Bern, Switzerland, October 2002.
- 134. Invited Speaker, 8th Annual Western Pacific Congress on Chemotherapy and Infectious Diseases, Perth Australia, December 2002.
- 135. Invited Speaker: "The Role of Antimicrobial Tissue Penetration, Cytokine Activation, Immunomodulation and Toxin Production in Serious Soft Tissue Infections", 41st Annual Infectious Diseases Society of America meeting, San Diego, CA, October 2003.
- 136. Grand Rounds. Temple University, Philadelphia, PA. Serious Gram Positive Soft Tissue Infections, February 2004.
- Invited Speaker: "Soft Tissue Infections: Increasing Virulence and Emerging Resistance in the New Millennium". Spokane Infectious Diseases Symposium, Spokane, WA., February 2004.
- 138. Invited Speaker: "Soft Tissue Infections and Case Presentations", Montana State University, Department of Microbiology, Bozeman, MT, February 2004.
- 139. Grand Rounds: "Skin and Soft Tissue Infections", SUNY, Department of Medicine, Syracuse, NY, March 2004.
- Invited Speaker: "Demystifying the Research: What the clinician needs to know about resistance". 11th International Congress on Infectious Diseases, Cancun, Mexico, March 2004.
- 141. Invited Speaker: "Skin and Soft Tissue Infections", Idaho Academy of Physicians Assistants annual conference, Sun Valley, ID, April 2004.
- 142. Grand Rounds: "MRSA Infections: Epidemiology, Virulence Factors and Treatment Options", William Beaumont Hospital, Royal Oak, MI, April 2004.
- 143. Invited Speaker: "Clinical Spectrum and Treatment of Community Acquired Staphylococcus aureus Infections", National Foundation for Infectious Diseases (NFID) 2004 Annual Conference on Antimicrobial resistance, Bethesda, MD., June 2004.

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- Grand Rounds: "MRSA Infections", Ada County Medical Education, Boise, ID., July 2004.
- 145. Invited Speaker: "MRSA Infections", Northwest Lung Conference, St. Luke's Hospital, Boise, ID, August 2004.
- 146. Invited Speaker: "Tissue Penetration, Cytokine Activation and Immunomodulation: Markers of Efficacy", Satellite Symposium for the Infectious Diseases Society of America annual meeting, Boston, MA., September 2004.
- Invited Speaker: "Pathophysiology and Therapeutics of Skin Structure Infections", Idaho State University, College of Pharmacy Integrated Therapeutics Course, Pocatello, ID, September 2004.
- 148. Invited Speaker: "MRSA Infections and Treatment", Brooke Army Medical Center, Department of Medicine, San Antonio, TX, October 2004.
- 149. Grand Rounds: "Necrotizing Soft Tissue Infections: Clinical Spectrum and New Insights into Pathogenesis", Brooke Army Medical Center, Department of Medicine, San Antonio, TX, October 2004.
- 150. Invited Speaker: "Pharmacodynamic Issues that Influence Antimicrobial Choices", Society of Critical Care Medicine annual meeting, Phoenix, AZ, January 2005.
- 151. Grand Rounds: "Update on Antibiotic-resistant Nosocomial Infections and Community Acquired Pneumonia", Magic Valley Regional Medical Center, February 2005.
- 152. Invited Participant: Symposium on "Evaluating Strategies to Improve Patient Outcomes: Community-acquired and Healthcare-associated MRSA Infections". American College of Surgeons Clinical Congress, San Francisco, October 2005.
- Invited Participant: Infectious Diseases Society of America Satellite Symposium: "The Impact of Multi-drug Resistant MRSA Infections in the ICU", San Francisco, October 2005.
- 154. Medical Grand Rounds: "Group A Streptococcal Infections", University of Maryland Department of Medicine, Baltimore, MD, November, 2005.
- 155. Symposium participant: "Toxin inhibition and inactivation: Novel strategies in the treatment of staphylococcal infection". Presented in a symposium entitled: "Is staphylococcal sepsis a toxinosis?". 45th annual ICAAC meeting, Washington, D.C., December 2005.
- 156. Symposium participant: "Minimizing resistance, maximizing efficacy: A closer look at toxin production and antibiotic cycling". Presented in a symposium entitled: "Evaluating strategies to reduce antimicrobial resistance and improve patient outcomes". 35th annual Society of Critical Care Medicine's Critical Care Congress, San Francisco, CA, January 2006.
- 157. Invited Speaker: "*Clostridium sordellii*: Clinical settings, diagnostic clues and pathogenic mechanisms". Joint CDC/NIH/FDA workshop on Emerging Clostridial Diseases, Atlanta, GA, May 2006.
- Medical Grand Rounds: Catastrophic anaerobic infections. Loyola University, Chicago, IL, Nov 2006.
- 159. Invited Participant: 25th Annual Infectious Diseases Conference, University of California Davis, Sacramento, CA, Jan 2007.
- 160. Visiting Professor: "Community Acquired MRSA", University of Texas Southwestern, Division of Infectious Diseases, April 2007.

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- 161. Invited Symposium Lecture. "Catastrophic Clostridial Infections", American Society of Microbiology, Toronto, Canada. May 2007.
- Medical Grand Rounds: Update on MRSA. St. Vincent Medical Center, Los Angeles, CA. May 2007.
- 163. Invited Speaker: Idaho Medical Association meeting, Coeur d'Alene, ID. Aug 2007.
- 164. Invited Speaker: MRSA in the Surgical Setting. American College of Surgeons annual meeting, New Orleans, LA. Oct 2007.
- Invited Speaker: CDC Group A Life threatening necrotizing fasciitis meeting, Atlanta, GA. Nov 2007.
- Invited Speaker: Update on MRSA. Annual Infectious Diseases Symposium, Tacoma WA. Nov 2007.
- 167. Medicine Grand Rounds: Life threatening Gram positive infections. University of Colorado Health Sciences Center, Denver, CO. Jan 2008.
- 168. Invited Lecture: The role of toxin suppression in the treatment of Gram positive infections. Arizona Infectious Diseases Society meeting. Sedona, AZ. Apr 2008.
- 169. Medicine Grand Rounds: Update on MRSA. Columbia University School of Medicine, New York City, NY. May 2008.
- 170. Faculty and Invited Lectures (3): Remington Winter Course, Sun Valley, ID. May 2008.
- 171. Invited Lecture: Update on MRSA. University of Oregon Health Science Center, Portland, OR. May 2008.
- 172. Invited Lecture: Acute reversible cardiomyopathy in patients with streptococcal toxic shock syndrome. The XVIIth Lancefield International Symposium on Streptococci and Streptococcal Diseases. Porto Helo, Greece, July 2008.
- 173. Invited Lecture: An epidemic of M-type 3 GAS infections: Innate immune responsiveness is a function of the severity of infection. The XVIIth Lancefield International Symposium on streptococci and Streptococcal Diseases. Porto Helo, Greece, July 2008.
- 174. Invited Lecture: Infectious Diseases Association of California, Longbeach. Life threatening group A streptococcal infections. Longbeach, CA., Sept 2008.
- 175. Invited Lecture: The effect of combinations of antibiotics on toxin expression in MRSA. Infectious Diseases Society of America/Interscience Conference on Antimicrobial Agents and Chemotherapy annual meeting. Washington, DC. Oct 2008.
- 176. Invited Participant: Life threatening anaerobic infections. Colorado Association for CME. Nov 2008.
- 177. Invited Lecture: Group A streptococcal infections. New Orleans Citywide Infectious Diseases Society meeting. New Orleans, LA. Feb 2009.
- 178. Keynote Speaker: Update on MRSA. Southern Society of Infectious Diseases annual meeting. New Orleans, LA. Feb 2009.
- 179. Invited Lecture: Invasive group A streptococcal infections. Royal College of Physicians Endowed Lectureship. Edinburgh, Scotland. June 2009.
- Invited Speaker: Catastrophic Clostridial Infections. IDSA annual meeting, Philadelphia, PA. October 2009.
- 181. Invited Speaker: Update on Streptococcal Necrotizing Fasciitis. IDSA annual meeting, Philadelphia, PA. October 2009.
- 182. Invited Speaker: Gram Positive Infections. South Carolina Infectious Diseases Society

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annual meeting, Columbia, SC. January 2010.

- 183. Invited Speaker: "Sindrome de Choque Toxico (Toxic Shock Syndrome)". 35th Congreso Annual de la Asociacion Mexicana de Infectologia y Microbiologia Clinica, A.C. (35th Annual Congress of the Mexican Association of Infection and Clinical Microbiology), Veracruz, Ver., Mexico. 26-29 May 2010.
- 184. Invited Speaker. 10th Biennial Congress of the Anaerobe Society of the Americas, Philadelphia, PA. July 7-10, 2010.
- 185. Invited Speaker. Impact of antibiotics on expression of virulence-associated exotoxin genes in Gram positive pathogens. Idaho INBRE 9th Annual Research Conference, Moscow, ID. August 2-4, 2010.
- 186. Invited Speaker: Meet the Experts session: "Staph and Strep Toxic Shock Syndromes: An Update", 50th annual ICAAC meeting, Boston, MA, Sept 12-15, 2010.
- 187. Invited Speaker: "Invasive Group A Streptococcal Infections", Department of Veterinary Molecular Biology, Montana State University, Bozeman, MT, Sept 28, 2010.
- Medical Grant Rounds, 2010 Dowling Day Lecture Series, University of Illinois at Chicago College of Medicine, "Invasive Group A Streptococcal infections, November 9, 2010.
- Infectious Diseases Seminar, 2010 Dowling Day Lecture Series, University of Chicago College of Medicine, "Gram positive toxins: How they kill you and what you can do about it!", November 9, 2010.
- 190. Invited Speaker: Unusual Presentations of Streptococcal Infections. IDSA, San Diego, October 2012.
- 191. Invited Speaker: Step Down Treatment of Severe Group A Streptococcal Infections, University of Manitoba, Canada, Winnepeg Canada, Sept 2012.
- 192. Invited Speaker: Life-Threatening Toxin Mediated Clostridial Infections. 12th Biennial Congress of the Anaerobe Society of the Americas and 137th Congress of the Society for Microbial Ecology and Disease, Chicago, IL. June 28-July 1, 2014.

Updated as of: September 25, 2015

CONSENT - PPGA

August 12, 2015

Dr. Larid Noh, Chair Idaho EPSCoR Committee 875 Perimeter Dr. MS 3029 Moscow, ID 83844-3029

Dear Dr. Noh:

Thank you for your patience and willingness to provide information to me on the Idaho Experimental Program to Stimulate Competitive Research. I am a bit careful when I make these decisions as I do not agree to handle new responsibilities unless I can give 100%.

After reviewing the publication you provided and our conversations, I am excited for the opportunity to be a part of EPSCoR and to add my efforts in promoting competitive research within our Universities. During my time in the legislature, I have always had a burning desire to promote education and have been particularly active in this area in my last three years serving on the Joint Finance Committee. The Education Budget has been one of my focuses for the last three years and I feel I have had some influence on the outcomes – not always getting everything I wanted, but being pleased with the progress that is being accomplished. Additionally, the opportunity to work with Representative Bell in this endeavor is another motivating factor in my application.

I will bring some diversity to the committee. I am a grandson of immigrants and began working full time at age 13. I have experience with large companies (Union Pacific), small business (Roy's Western Wear) and non-profit (The Idaho Foodbank). Also, my focus and experience on the Joint Finance Committee gives me the background to hopefully help attain the goals of EPSCoR.

Your confidence in me for the nomination to be on the EPSCoR committee is greatly appreciated and please know that if I am appointed you can be sure you will have my complete support.

Yours truly, /s/ Roy Lacey

Roy Lacey, Senator District 29

CONSENT - PPGA

BIO FOR ROY LACEY

While Roy's official status is retired, he was elected in November 2010 to represent Pocatello in the House of Representatives, Idaho State Legislature and in 2012 and 2014 was elected to the Senate and currently is completing year six in these capacities. Roy has been privileged to serve on several committees which include Agriculture, Resources and Conservation, Joint Finance Committee, Transportation, Local Government and Tax and for a brief time was on the Health and Welfare Committee. Additionally has or is serving on interim committees (meet during the summer months) Education Task Force, Hispanic Affairs, Governors Housing, Resource and Conservation, Food Safety Committee and possibly a few more.

Roy retired from the position as Vice President of Operations for The Idaho Foodbank in July 2012. His responsibilities included warehouse operations for all three branches (Pocatello, Boise and Lewiston), statewide Children's Nutrition Services Programs (after school snack and backpack programs) and the Agency and Outreach areas of the organization. Roy began his service to The Idaho Foodbank in November 1997 establishing the Foodbank in Pocatello. He was later given the responsibility for the Lewiston and Pocatello Foodbank facilities before moving to vice president position in March 2008. From December 2008 to May 2009 he served as Interim President of the Idaho Foodbank. Before joining The Idaho Foodbank, Roy spent 25 years working for Union Pacific Fruit Express beginning as a stenographer and ending his railroad career as Senior Manager of Perishable Operations.

Roy is also an experienced businessman who owned and operated a Western store in Pocatello before joining the Foodbank. His presence in the nonprofit world extends to his service on the Board of Directors for Idaho Non-Profit Center and membership in the Pocatello Rotary Club, Greater Pocatello Chamber of Commerce and the Pocatello Chiefs.

Roy has been married to his lovely wife, Renee, for 46 years and has four children and 14 grandchildren.

Gynii Abracosa Gilliam

210 East Sherman, Suite 206 * Coeur d'Alene, Idaho 83814 E-mail: <u>gyniigilliam@gmail.com</u> * Cell: 1.208.756.7889

July 26, 2015

Dr. Laird Noh, Chair Idaho EPSCoR Committee 875 Perimeter Dr. - MS 3029 Moscow, ID 83844-3029 *Re: State Committee, EPSCoR*

Dear Chairman Noh,

Thank you very much for the call from Doyle Jacklin regarding continuing to serve on the Idaho EPSCoR Committee. I would be very interested in continuing to serve on the State Committee. I truly believe that this program helps less populated states and smaller universities increase their capacity for Federal research.

As one of the economic development professionals in the state, I know that the work of our researchers and our assistance as the state committee helps bring jobs and R&D dollars to Idaho. These efforts help us improve both student interest in STEM education and helps us grow our science and technology sector. From a personal perspective, science has always been an interest and a passion, having begun my undergraduate education as a biochemistry major; though eventually switching to economics and development.

I would be honored to continue to serve on the state committee and feel that I can continue to contribute through my professional work.

Respectfully,

Ms. Gynii A Gilliam

Gynii Abracosa Gilliam

210 East Sherman, Suite 206 * Coeur d'Alene, Idaho 83814 E-mail: gyniigilliam@gmail.com * Cell: 1.208.756.7889

Education

- Master of Urban and Regional Planning, University of Michigan, Ann Arbor; Rackham Graduate School of Architecture and Planning Fellowship
- Bachelor of Arts in Political Science, University of California, Los Angeles; California State Scholarship; and Presidential Classroom Scholarship for a Comparative Government Study at the University of Copenhagen, Denmark

Professional Experience

Summary of Economic Development and Management Skills Project Management

- Directed day-to-day project management, providing a *one-stop-shop* for clients, from proposal preparation, to real estate searches & negotiations, incentive assistance, workforce review, to aid with permitting and public/media relations. Past projects include: Allstate recruitment, Farmers Insurance expansion, and ISU's RISE Complex development.
- Managed project pipelines for Lemhi/Custer ED (25+), Bannock Development (75+) and Idaho Commerce (100+). Projects ranged from assisting small, rural businesses to retaining/expanding operations of global giants like ON Semiconductor and McCain Foods. Pipeline management included ensuring a flow of new leads from trade shows, businesses, chambers and other sources.
- Established strong partnerships at the local, regional and state levels, partnering with neighboring communities, counties, colleges, business centers, and other organizations/agencies to improve collaboration and cooperation. Regular partner meetings resulted in more efficient responses to business needs, better coordinated site/business visits and improved workforce programs.

Public Relations, Communications and Marketing

- Launched public information programs to encourage public support and engagement locally, as well as disseminate knowledge about Idaho nationally by participating in and speaking at annual conferences and events, such as state/regional industry associations (i.e., real estate, agriculture, retail, manufacturing, mining, etc.), city/county organizations, the Council of State Governments, National Governor's Association, and Int'l Economic Development Council.
- Improved internal and external marketing programs, including: updating websites, social media outreach and collateral materials; initiating new events (e.g., funder's reception, industry sector breakfasts) and revamping existing ones (e.g., annual summit); and, increasing the frequency of materials highlighting area successes, trends and strengths in both local and national journals.

Operations and Financial Management

- Improved program success rate by developing strong short and long term strategic plans, incorporating the latest trends in entrepreneurial development, business attraction-retentionexpansion, international trade and organizational management to better integrate teamwork to focus on project completion and customer service, enhance community and partner outreach, as well as encourage leadership development.
- Prepared annual budgets and fundraising plans, including identifying new private, state and federal funding programs to meet goals and objectives. Annual Operating Budgets: Custer & Lemhi County ED -\$150,000 (including business center operations), BDC -\$300,000, and Idaho Commerce -\$9 million for operations and personnel, plus \$16 million in state and federal grants. At BDC, refining fundraising efforts resulted in an 18 month operations reserve.

Gynii Abracosa Gilliam – Resume, January 2015

CONSENT - PPGA

Employment History

President, Coeur d'Alene Area Economic Development Corporation (Jobs Plus)

Coeur d'Alene, Idaho; March 2015-Present

Key Responsibility:

Lead the region's economic development team to help businesses create new jobs by: 1) helping local business with retention and expansion; 2) attracting new businesses into the region to strengthen existing industries and diversify the economy; 3) partnering with existing organizations to help new business start-p; as well as 4) ensuring the workforce has the necessary skills and training for the new jobs.

President & CEO, Gilliam & Company (G2LLC)

Boise, Idaho; January 2014-March 2015

Established Gilliam & Company to provide consulting services in all aspects of economic, community, and business development.

Projects include:

- Presenting an economic development (ED) training program designed for elected officials, boards and other stakeholders to provide context to the ED process –focusing on best practices, excellent customer service, and great teamwork for better success in business and job creation efforts.
- Facilitating strategic planning meetings for various non-profit organizations. Clients include WOCA, an organization helping empower disadvantaged women in Idaho; the Meridian Education Foundation, and an NGO working in coastal communities in Guatemala.
- Collaborating with corporate realtors to explore the development of stronger partnerships between economic development agencies and the corporate real estate industry to provide fullservice assistance to site selection firms and businesses looking for expansion sites.

Adjunct Faculty, Boise State University, Community and Regional Planning Department

Boise, Idaho; January 2013-Present

Teaching a graduate course in *State, Regional, and Local Economic Development.* Class covers: elements and foundation (history, rationale, current activities, and trends); strategies and methodologies (business creation, retention/expansion, attraction, and cluster/innovation development); and, tools and resources (workforce development, higher education, public policies, anchor institutions, and data sources).

Chief Economic Development Officer, Idaho Department of Commerce

Boise, Idaho; January 2012-November 2013

Key accomplishments include:

- Leading Commerce's economic development team, in concert with sister agencies, to assist regional and local economic development organizations (EDO's) help 75+ businesses create 3500+ new direct jobs and leverage \$5-\$6 million in federal and state grants to bring \$800+ million in private capital investment to the state over an 18 month period.
- Launching a business retention and expansion program with Lt. Governor Brad Little to incorporate company visits in his travels across the state. The program was coordinated with local EDO's and included visits to businesses that are major contributors to the region/state, at-risk or recently acquired, as well as small business start-ups.

Executive Director, Bannock Development Corporation (BDC) Executive Director/Board Member, Pocatello Development Authority (PDA) Pocatello, Idaho; June 2006 - December 2011 Key accomplishments include:

Gynii Abracosa Gilliam – Resume, January 2015

- Leading the regional economic development team to help several businesses create 2000+ new direct jobs, retain 1000+ positions, and bring over \$600M in capital to the region.
- Working with the Pocatello and Chubbuck Urban Renewal Agencies, and the respective city staff, to establish four new tax increment financing districts to improve infrastructure and encourage economic development; as well as close completed districts where the combined improvements increased valuation in the TIF area by over \$250M.

Executive Director, Custer (CEDA) & Lemhi County Economic Development (LCEDC)

Challis & Salmon, Idaho; December 2002 - May 2006

Key accomplishments include:

- Teaming-up ED efforts in Salmon and Challis to complete the EDA-funded 15,000sf Salmon Business Center, initiating start-up and making it profitable in its first year of operations with the establishment of the ISU/EITC distance learning center, recruitment of a 40-man service center as the anchor tenant, and classroom space for community office skills workshops. In its first year of operations, nearly 50 students completed college courses or a CNA degree in rural Idaho.
- Bringing over \$1 million in program funding, including one of four highly-coveted NW Area Foundation Great Strides Award and a Steele Reese Foundation Grant. The latter was for the Challis Rapid Reaction Observatory, a program developed in partnership with NASA's Goddard Station and BSU's Astrophysics Department to encourage student participation in STEM programs.

Professional & Volunteer Affiliations

Regional, State & National Level Participation, highlights, 2006-present

- International Economic Development Council (IEDC), Board 2014-2016, Membership 2006-present
- National Council of State Governments, Chairman's Commission on Economic Devp, 2012-present
- Idaho Economic Development Association (IEDA), Various Board & Chair Positions, 2002-present
- Idaho NSF EPSCoR (National Science Foundation Experimental Program to Stimulate Competitive Research) State Committee, 2009-Present
- Albertson Foundation Working Group for Rural Education & Workforce Development; and, Idaho Power Planning Advisory Council, 2012-2013
- Eastern Idaho Development Corporation, Pocatello Industrial Lands Board, Greater Pocatello Chamber of Commerce, Board of Directors, 2006-2012

Local Level Involvement, highlights, 2000-present

- Various classes/programs at Idaho State University, Boise State University, SBDC, Working Women's Symposium, and many others: Guest Lecturer, panel/guest speaker
- SE Idaho United Way, Idaho Food Bank, Greater Pocatello Chamber, Idaho State University Veteran's Sanctuary Center, Challis and Pocatello Arts Council, and Challis Volunteer Fire Department: Fundraising Drive Chair, Board Director, Chairman, volunteer

Key Honors and Awards

- Idaho Business Review 2014 Women of the Year Honoree, Boise, Idaho, February 2014
- Special Invitation, White House Economic Development Forum, US Commerce-SelectUSA and International Economic Development Council, Washington, DC, August 2013
- City of Pocatello Economic Development Appreciation Award, Pocatello, Idaho, August 2010
- Idaho State Journal Businessperson of the Year, Pocatello, Idaho, February 2008
- Key to the City for Outstanding Economic Development Service, Salmon, Idaho, May 2006
- Special Community Service Award, Salmon Challis National Forest, Challis, Idaho, January 2004

Gynii Abracosa Gilliam – Resume, January 2015

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CONSENT - PPGA

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SUBJECT

Indian Education Committee Appointments

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.			
June 18, 2015	The Board approved the appointment of Nolan Goubeaux.			

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 Coeur d'Alene Tribe has forwarded Mr. Donovan Chase's name for consideration to fill the current vacant seat for the Bureau of Indian Education

school representative. Mr. Chase currently serves as the school's superintendent/principal. The tribe has also forwarded Ms. Shawna Daniels' name to fill the vacant seat for the Coeur d'Alene Tribe's K-12 representative on the committee.

IMPACT

The proposed appointments replace the representatives on the Committee.

ATTACHMENTS

Attachment 1 – Current Committee Membership	Page 3
Attachment 2 – Nomination Letter	Page 5

STAFF COMMENTS AND RECOMMENDATIONS

Mr. Eric Kendra currently represents the Coeur d'Alene Tribal School and has left employment at the school. Mr. Donovan Chase has been identified to replace Mr. Kendra and serve as the Bureau of Indian Education representative. If approved, Mr. Chase would complete the current term of Mr. Kendra which runs from July 1, 2013 – June 30, 2016 and a new five-year term of July 1, 2016 – June 30, 2021.

Ms. Kathy Albin currently represents the Coeur d'Alene Tribe and has left employment with the Tribal Education Department. Ms. Shawna Daniels has been identified to replace Ms. Albin and serve as the K-12 representative. If approved, Ms. Daniels would complete the term of Ms. Albin which runs from July 1, 2013 – June 30, 2016 and a new five-year term of July 1, 2016 – June 30, 2021.

Given that both individuals would be completing terms vacated by previous committee members that expire in less than a year, Board staff recommends including the approval of an additional five-year term consistent with Board Policy I.P.2.

BOARD ACTION

I move to appoint Mr. Donovan Chase, representing the Coeur d'Alene Tribal School and Ms. Shawna Daniels to serve as the K-12 representative for the Coeur d'Alene Tribe to the Idaho Indian Education Committee effective immediately and expiring June 30, 2021.

Moved by _____ Seconded by _____ Carried Yes _____ No ____

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

VACANT 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

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

VACANT 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



COEUR D'ALENE TRIBE OFFICE OF THE CHAIRMAN P.O. BOX 408 PLUMMER, IDAHO 83851 (208) 686-1800 • Fax (208) 686-8813

August 4, 2015

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Patty Sanchez Academic Affairs Program Manager Readiness Office of the State Board Education PO Box 83720 Boise, ID 83720-0037

Dear Ms. Sanchez,

The purpose of this letter is to nominate representatives from the Coeur d'Alene Tribe to the Indian Education Committee.

We would like to nominate Donovan Chase from the Coeur d'Alene Tribal School to serve as our designated representative on the Indian Education Committee. Additionally, we would like to nominate Shawna Daniels to serve as the Coeur d'Alene Tribe's K-12 representative on the committee.

Thank you for your consideration. We look forward to hearing of the progress of the committee.

Sincerely,

Chief J. Allan Chairman, Coeur d'Alene Tribe

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IDAHO DIVISION OF VOCATIONAL REHABILITATION

SUBJECT

Idaho State Rehabilitation Council Membership

APPLICABLE STATUTE, RULE, OR POLICY

Federal Regulations 34 CFR§361.

BACKGROUND/DISCUSSION

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

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

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

- i. At least one representative of the Statewide Independent Living Council, who must be the chairperson or other designee of the Statewide Independent Living Council;
- ii. At least one representative of a parent training and information center established pursuant to section 682(a) of the Individuals with Disabilities Education Act;
- iii. At least one representative of the Client Assistance Program established under 34 CFR part 370, who must be the director of or other individual recommended by the Client Assistance Program;
- iv. At least one qualified vocational rehabilitation counselor with knowledge of and experience with vocational rehabilitation programs who serves as an ex officio, nonvoting member of the Council if employed by the designated State agency;
- v. At least one representative of community rehabilitation program service providers;
- vi. Four representatives of business, industry, and labor;
- vii. Representatives of disability groups that include a cross section of (A) Individuals with physical, cognitive, sensory, and mental disabilities; and (B) Representatives of individuals with disabilities who have difficulty representing themselves or are unable due to their disabilities to represent themselves;
- viii.Current or former applicants for, or recipients of, vocational rehabilitation services;

- ix. In a State in which one or more projects are carried out under section 121 of the Act (American Indian Vocational Rehabilitation Services), at least one representative of the directors of the projects;
- x. At least one representative of the State educational agency responsible for the public education of students with disabilities who are eligible to receive services under this part and part B of the Individuals with Disabilities Education Act;
- xi. At least one representative of the State workforce investment board; and
- xii. The director of the designated State unit as an ex officio, nonvoting member of the Council.

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

The Council currently has one (1) reappointment and one (1) new appointment for Board approval. Gordon Graff is requesting to be reappointed as a representative of the Workforce Development Council; his first term expired August 31, 2015. Mel Leviton is requesting to be appointed as a representative of the State Independent Living Council.

IMPACT

The above two (2) appointments will bring the IDVR Advisory Council membership to a total of 17 with one vacancy on the council for a representative of business, industry and labor. Minimum composition for the council is 15 members.

ATTACHMENTS

Attachment 1 - Current Council Membership

BOARD ACTION

I move to approve the reappointment of Gordon Graff to the Vocational Rehabilitation State Rehabilitation Council as a representative of the Workforce Development Council for a term of three years effective September 1, 2015 and ending August 31, 2018.

Moved by _____ Seconded by _____ Carried Yes____ No____

Page 3

I move to approve the appointment of Mel Leviton to the Vocational Rehabilitation State Rehabilitation Council as a representative of The State Independent Living Council for a term of three years effective October 1, 2015 and ending September 30, 2018.

Moved by _____ Seconded by _____ Carried Yes____ No____

Members Shall	Number of	Name	Term	Serving Term #
Represent:	Representatives Required		Ends	(maximum 2)
Parent Training &	Minimum 1	Angela Lindig	6/30/2018	1
Information Center				
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	8/31/2018	1
Director of Vocational Rehabilitation	Minimum 1	Jane Donnellan	n/a	No Limit
Former Applicant or Recipient	Minimum 1	Lonnie Pitt	6/30/2018	1
Community Rehabilitation Program	Minimum 1	Lori Gentillon	6/30/2018	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
		VACANT		
VR Counselor	Minimum 1	Suzette Whiting	6/30/2018	1
Idaho's Native American Tribes	Minimum 1	Ramona Medicine Horse	6/30/2014	No Limit
		David Miles	6/30/2014	No Limit
State Independent Living Council	Minimum 1	Mel Leviton	9/30/2018	
Disability Advocacy groups	No minimum or maximum	Jayne Womack	6/30/2018	1
* •		Molly Sherpa	3/31/2017	1
		Mike Hauser	2/28/2018	1
updated 1/14/15				Total Mbrs 17

SUBJECT

Appointment to the Data Management Council

REFERENCE

- February 2015Board approved three (3) appointments to the Data
Management Council, Matthew Rauch, Will
Goodman, and Shari Ellertson.
- June 2015 Board approved the reappointment of Georgeanne Griffith, Tami Haft, Carson Howell, Todd King, Heather Luchte, and Vince Miller and the appointment of Chris Campbell replacing Will Goodman.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Management Council (Council) is tasked The Data 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 membership is made up of one (1) representative from the Office of the State Board of Education, three (3) representatives from public postsecondary institutions, of whom at least one shall be from a community college and no more than one member from any one institution; one representative who serves as the registrar at an Idaho public postsecondary institution; two (2) from the State Department of Education; three (3) representatives from a school district, with at least one from an urban district and one from a rural district, and no more than one member from any one district; one (1) representative from the Division of Professional-Technical Education; and one (1) representative from the Department of Labor.

Board member Linda Clark was serving on the Data Management Council as a school district representative from an urban district. With her appointment to the State Board of Education, she has resigned her seat on the Council. Dr. Clark recommended Don Coberly to serve on the Council. Dr. Don Coberly has worked for the Boise School District since 1984. He has been a teacher at the elementary level in several districts, was Language Arts Supervisor for the Boise District from 1984-1994, and became the District's Curriculum Coordinator in 1994. He has Bachelor's Degrees in History and Elementary Education from the University of Idaho, a Master's Degree in Reading from Boise State University, and a Ph. D. from the University of Idaho in Education.

IMPACT

Appointment of Dr. Coberly will fill the open seat on the Data Management Council.

STAFF COMMENTS AND RECOMMENDATIONS

The Data Management Council met September 9, 2015 and formally voted to recommend Dr. Don Coberly for the open seats on the Council. Dr. Coberly expressed his desire to serve on the Council and is qualified.

Staff recommends approval.

ATTACHMENTS

Attachment 1 – Data Management Council Current Membership Page 3

BOARD ACTION

I move to approve the appointment of Dr. Don Coberly to the Data Management Council, representing urban school districts, effective immediately and expiring June 30, 2016.

Moved by _____ Seconded by _____ Carried Yes _____ No ____

DATA MANAGEMENT COUNCIL MEMBERSHIP

Carson Howell – Office of the State Board of Education Tami Haft – Registrar Georgia Smith – Idaho Department of Labor Vince Miller – Idaho State University Heather Luchte – Professional and Technical Education Ken Campbell – College of Southern Idaho Georgeanne Griffith – Lakeland School District Shari Ellertson – Boise State University Todd King – Idaho Department of Education Matthew Rauch – Kuna School District Chris Campbell – Idaho Department of Education

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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 August 2015 Board meeting. Since that meeting, Board staff has received twenty seven (27) permits from Boise State University, twenty two (22) permits from Idaho State University, eighteen (18) permits from the University of Idaho, and one (1) 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 Page 3

BOARD ACTION

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

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APPROVED ALCOHOL SERVICE AT BOISE STATE UNIVERSITY August 2015 - October 2015				
EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Uyen Dinh and Damata Peko Wedding	Stueckle Sky Center		х	08/22/15
Bronco Athletic Association	Albertson's Stadium – Field		х	08/24/15
Flight Basketball Fundraiser	Student Union Building		Х	08/29/15
CMoore Live	Stueckle Sky Center		Х	09/01/15
Ariana Grande Concert	Taco Bell Arena		Х	09/02/15
COBE Brunch	College of Business and Economics	x		09/03/15
Women's Leadership Conference	Student Union Building		Х	09/09/15- 09/10/15
Idaho After School Annual Summit	Student Union Building		Х	09/14/15
Sound of Music	Morrison Center		х	09/14/15
Idaho State Nonprofit Conference Reception	Student Union Building		Х	09/15/15
Shania Twain Concert	Taco Bell Arena		х	09/15/15
Ed Leadership Reception	Stueckle Sky Center		Х	09/16/15
Albertson's Meeting	Stueckle Sky Center		х	09/17/15
Dave Chappelle Comedy Show	Morrison Center		х	09/19/15
Ronald McDonald Auction Banquet	Stueckle Sky Center		х	09/22/15
Red Sky PR Training & Reception	College of Business and Economics		х	09/23/15
Don Williams Country Concert	Morrison Center		х	09/23/15
Friends of Nursing Saint Alphonsus Appreciation	Stueckle Sky Center		х	09/24/15
Opening Night Philharmonic Concert	Morrison Center		х	09/26/15
Power Engineers	College of Business and Economics		Х	09/28/15
Idaho Library Association Conference	Student Union Building		Х	10/01/15
John Mulaney Comedy Show	Morrison Center		Х	10/02/15
Arts & Humanities Art Exhibit & Reception	Yanke HI Gallery	X		10/02/15

CONSENT - PPGA

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
National Conference of Association of Higher Education Real Estate Officials Reception	Stueckle Sky Center		х	10/04/15
Doerr with Walker Lecture	Morrison Center		Х	10/06/15
The Cabin	Morrison Center		Х	10/06/15
Idaho IT Symposium	Student Union Building		х	10/06/15

APPROVED ALCOHOL SERVICE AT IDAHO STATE UNIVERSITY August 2015 – April 2016				
EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Build a Better Connection: Digital Marketing University	Student Union Building		х	08/19/15
Gone Fishin' Grand Opening Party	Idaho Museum of Natural History		х	08/21/15
Welcome Assembly for Faculty and Staff	Stephens Performing Arts Center	х		09/10/15
College of Pharmacy Class Reunion	Quadrangle – Leonard Hall		х	09/11/15
Ken Smith Legacy Reception	Stephens Performing Arts Center		х	09/11/15
Idaho State Civic Symphony Concert	Stephens Performing Arts Center		Х	09/26/16
State of the University Address	Stephens Performing Arts Center	х		09/30/15
Anthropology Department Fall Reception	Idaho Museum of Natural History		х	10/09/15
Meet & Greet with Dignitaries	Stephens Performing Arts Center		х	10/14/15
Board of Directors Fall Dinner	Student Union Building – Wood River/Little Wood Room		х	10/15/15
President's Homecoming Lunch	Student Union Building – Ballroom	х		10/17/15
JFAC Tour and Dinner	Center for Advanced Engineering Studies	х		10/21/15
Opera Idaho Pre- performance Dinner	Stephens Performing Arts Center		х	11/06/15
ISU Faculty Showcase Scholarly & Creative Works 2015	Student Union Building – Wood River/Little Wood Room	х		11/12/15
Idaho State Civic Symphony Concert	Stephens Performing Arts Center		Х	11/13/15
Idaho State Civic Symphony Concert	Stephens Performing Arts Center		х	12/11/15
Idaho State Civic Symphony Concert	Stephens Performing Arts Center		Х	12/12/15
Hospice of Eastern Idaho Wine Tasting	Student Union Building		Х	01/30/16
Idaho State Civic Symphony Concert	Stephens Performing Arts Center		Х	02/12/16
Idaho State Civic Symphony Concert	Stephens Performing Arts Center		Х	03/11/16
Idaho State Civic Symphony Concert	Stephens Performing Arts Center		Х	04/29/16

CONSENT - PPGA

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Idaho State Civic Symphony Concert	Stephens Performing Arts Center		Х	04/30/16

APPROVED ALCOHOL SERVICE AT UNIVERSITY OF IDAHO August 2015 – November 2015				
EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Mayor's Golf Tournament	Golf Course	х		08/14/15
CBE Faculty Retreat	JA Albertson Building – First Floor	Х		08/20/15
New Administrator's Social	Brink Building – Faculty Lounge	х		08/27/15
UI-SEL Event	Bruce Pitman Center	Х		09/01/15
Vandal Football Pregame and Game	Litehouse Center – Bud & June Ford Room	х		09/03/15 – 11/28/15
Course Improvement Tournament	Golf Course	Х		09/13/15
Faculty Senate Leadership Reception	Bruce Pitman Center	х		09/16/15
Constitution Day 2015 CLE Reception	UI – Boise		х	09/17/15
Faculty Gathering – Interdisciplinary Research Reception	Brink Building – Faculty Lounge	х		09/18/15
Naval ROTC Golf Tournament	Golf Course	х		09/18/15
Naval ROTC 70 th Anniversary Celebration	International Ballroom	х		09/18/15
Alpha Phi's Red Dress Poker Tournament	Bruce Pitman Center	х		09/25/15
Carolyn Finney Faculty Dinner	Moscow Reveley Facility		х	09/25/15
Crosstoberfest	UI Extension – Sandpoint		х	10/04/15
KUID 50 th Anniversary Reception	Albertson Atrium	х		10/09/15
Bellwood Lecture Reception	Idaho Law and Justice Learning Center		х	10/12/15
College of Engineering Leadership Tour	UI – Boise		х	10/20/15
Golden I Reunion Celebration Dinner	Bruce Pitman Center	Х		10/22/15

	APPROVED ALCOHOL S LEWIS-CLARK STATE June 2015 – Decemb	COLLEGE		
EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Winter Revels Holiday Party – Employee Gathering	William's Conference Center	x		12/11/15

SUBJECT

Appointments to the Curricular Materials Selection Committee

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-118; 33-118a, Idaho Code

BACKGROUND/DISCUSSION

Sections 33-118 and 33-118a, Idaho Code and IDAPA 08.02.03.128 – Rules Governing Thoroughness, sets forth criteria for membership on the Curricular Materials Selection Committee.

Pursuant to Section 33-118a, Idaho Code the State Board of Education shall appoint a committee to select curriculum materials. Committee appointments will be for a period of five (5) years. Committee appointments shall consist of not less than ten (10) total members from the following stakeholder groups: certified Idaho classroom teachers, Idaho public school administrators, Idaho higher education officials, parents, trustees, local board of education members, members of the Division of Professional Technical Education, and State Department of Education personnel. The Executive Secretary will be an employee of the State Department of Education and will be a voting member of the committee.

Nominations were sought for the positions from Idaho School Districts, the Idaho State Department of Education, and the Division of Professional Technical Education. All resumes received for interested individuals are attached. One current member has submitted a letter of resignation.

RESUMES

Sarah J. Anderson, Boise State University; Melyssa Ferro; Caldwell School District, Catherine Griffin, Heritage Community Charter School; Tauna Johnson, Genesee School District 282; Zoe Ann Jorgensen, Idaho Falls School District 91; Lori Conlon Khan, Boise State University; Sharon Tennent, Boise Independent School District 1; Darlene Matson Dyer, Patron; D. Laree Jansen, Patron; Stacey Jensen, Pocatello/Chubbuck School District 25

RESIGNATION

Tara Drexler, Twin Falls School District 411

The State Department of Education Rules committee recommends approval.

ATTACHMENTS

Attachment 1 – Committee Membership	Page 5
Attachment 2 – Resumes	Page 9
Attachment 3 – Resignation Letter from Tara Drexler	Page 37

BOARD ACTION

I move to appoint Sarah J. Anderson to the Curricular Materials Selection Committee for a five-year term effective November 1, 2015, and ending October 31, 2020.

Moved by _____ Seconded by _____ Carried: Yes ____ No ____

I move to appoint Melyssa Ferro to the Curricular Materials Selection Committee for a five-year term effective November 1, 2015, and ending October 31, 2020.

Moved by _____ Seconded by _____ Carried: Yes ____ No ____

I move to appoint Catherine Griffin to the Curricular Materials Selection Committee for a five-year term effective November 1, 2015, and ending October 31, 2020.

Moved by _____ Seconded by _____ Carried: Yes ____ No ____

I move to appoint Tauna Johnson to the Curricular Materials Selection Committee for a five-year term effective November 1, 2015, and ending October 31, 2020.

Moved by _____ Seconded by _____ Carried: Yes ____ No ____

I move to appoint Zoe Ann Jorgensen to the Curricular Materials Selection Committee for a five-year term effective November 1, 2015, and ending October 31, 2020.

Moved by _____ Seconded by _____ Carried: Yes ____ No ____

I move to appoint Lori Conlon Khan to the Curricular Materials Selection Committee for a five-year term effective November 1, 2015, and ending October 31, 2020.

Moved by _____ Seconded by _____ Carried: Yes ____ No ____

I move to appoint Sharon Tennent to the Curricular Materials Selection Committee for a five-year term effective November 1, 2015, and ending October 31, 2020.

Moved by _____ Seconded by _____ Carried: Yes ____ No ____

I move to reappoint Darlene Matson Dyer to the Curricular Materials Selection Committee for a five-year term effective July 1, 2016, and ending June 30, 2021.

Moved by _____ Seconded by _____ Carried: Yes ____ No ____

I move to reappoint D. Laree Jansen to the Curricular Materials Selection Committee for a five-year term effective July 1, 2016, and ending June 30, 2021.

Moved by _____ Seconded by _____ Carried: Yes ____ No ____

I move to reappoint Stacey Jensen to the Curricular Materials Selection Committee for a five-year term effective July 1, 2016, and ending June 30, 2021.

Moved by _____ Seconded by _____ Carried: Yes ____ No ___

I move to accept the resignation of Tara Drexler from the Curricular Materials Selection Committee.

Moved by ______ Seconded by _____ Carried: Yes ____ No ___

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IDAHO Curricular Materials Selection Committee Appointed by the State Board of Education 2015

COMMITTEE MEMBER	CONTACT INFORMATION
Executive Secretary, Idaho State Department of Education Kathy Gauby Coordinator, Curricular Materials and Online Course Review Idaho State Department of Education PO Box 83720 Boise, ID 83720-0027	Phone: 208-332-6967 E-mail: kgauby@sde.idaho.gov
Curriculum Consultant, Idaho State Department of Education (Ex-officio) Diann Roberts Coordinator, English Language Arts/Literacy Idaho State Department of Education PO Box 83720 Boise, ID 83720-0027	Phone: 208-332-6948 E-mail: droberts@sde.idaho.gov
Curriculum Consultant, Division of Professional Technical Education Kristi Enger State Division of Professional Technical Education PO Box 83720 Boise, ID 83720-0095	Phone: 208-334-3216 E-mail: kenger@pte.idaho.gov 5-Year Term Expires: May 31, 2019
Curriculum Consultant, Idaho State Department of Education (Ex-officio) Christine Avila Coordinator, Mathematics Idaho State Department of Education PO Box 83720 Boise, ID 83720-0027	Phone: 208-332-6932 E-mail: cavila@sde.idaho.gov
Curriculum Consultant, Idaho State Department of Education (Ex-officio) Rick Kennedy Coordinator, Instructional Technology PO Box 83720 Boise, ID 83720-0027	Phone: 208-332-6852 E-mail: rkennedy@sde.idaho.gov
Curriculum Consultant, Idaho State Department of Education (Ex-officio) Audra Urie Coordinator, Driver Education PO Box 83720 Boise, ID 83720-0027	Phone: 208-332-6984 E-mail: aurie@sde.idaho.gov
Idaho Public School Administrator Dana Bradley Cassia County School District 237 E. 19 th St. Burley, ID 83318	Phone: 208-878-6627 E-mail: bradana@sd151.k12.id.us 5-Year Term Expires: June 30, 2016
Representative Laree Jansen 3669 North 3200 East	Phone: 208-733-1168 E-mail: lareej@cableone.net

Kimberly, ID 83341-5344	5-Year Term Expires: June 30, 2016
Idaho Public School Elementary Classroom Teacher	
Stacey Jensen	
Edahow Elementary School	Phone: 208-233-1844
2020 Pocatello Creek Road	E-mail: jensenst@d25.k12.id.us
Pocatello, ID 83201	5-Year Term Expires: June 30, 2016
Idaho Public School Secondary Classroom Teacher	
Tara Drexler	
Robert Stuart Middle School 644 Caswell Avenue West	Phone: 208-733-4875 E-mail: drexlerta@tfsd.k12.id.us
Twin Falls, ID 83301-3798	5-Year Term Expires: June 30, 2016
Representative	
Darlene Matson Dyer	Phone: 208-788-4318
PO Box 1981	E-mail: ddyer331@gmail.com
Hailey, ID 83333	5-Year Term Expires: June 30, 2016
Idaho Public School Secondary Classroom Teacher	
Lisa Olsen	
Rocky Mountain Middle School	Phone: 208-525-4403
3443 N. Ammon Rd.	E-mail: olsenl@d93.k12.id.us
Idaho Falls, ID 83401	5-Year Term Expires: May 31, 2019
Idaho Public School Elementary Classroom Teacher	
Heidi Fry	
Siena K8 Magnet School	Phone: 208-350-4370 E-mail: fry.heide@meridianschools.org
2870 E. Rome Dr.	5-Year Term Expires: May 31, 2019
Meridian, ID 83642	
Idaho Public School Elementary Classroom Teacher	
Donna Wommack	
Genesee Joint School District #282	Phone: 208-285-1161
330 W. Ash Ave.	E-mail: dwommack@sd282.org
Genesee, ID 83832	5-Year Term Expires: May 31, 2019
Idaho Public School Secondary Classroom Teacher	
Rebecca Parrill	Dhama: 000 740 0000
Lewiston Independent School District No. 1	Phone: 208-748-3000 E-mail: rparrill@lewistonschools.net
3317 12 th Street	5-Year Term Expires: May 31, 2019
Lewiston, ID 83501	
Idaho Public School Secondary Classroom Teacher	
Kristie Scott	
West Jefferson High School	Phone: 208-663-4391
1260 E. 1500 N	E-mail: scottk@wjsd.org
Terreton, ID 83450	5-Year Term Expires: May 31, 2019
· · · · · · · · · · · · · · · · · · ·	
Idaho Public School Secondary Classroom Teacher	Phone: 208-877-1151
Chris Wadley	
-	E-mail: cwadley@sd288.k12.id.us
Chris Wadley	
Chris Wadley Whitepine Joint School District	E-mail: cwadley@sd288.k12.id.us

REGIONAL CENTERS	CONTACT INFORMATION
College of Idaho Claudia Nelson N.L. Terteling Library 2112 Cleveland Blvd Caldwell, ID 83605	Phone: 208-459-5521 E-mail: <u>cnelson@collegeofidaho.edu</u>
Boise State University Margie Ruppel Reference Librarian, Liaison to College of Ed Albertson Library 1910 University Blvd	Phone: 208-426-1323 E-mail: <u>margieruppel@boisestate.edu</u>
Brigham Young University–Idaho Holly Green David O McKay Library, MCK 306 525 South Center Street (0405) Rexburg, ID 83460-0405	Phone: 208-496-9514 E-mail: <u>greenh@byui.edu</u>
Idaho State University Dr. Shu-Yuan Lin Instructional Materials Center College of Education 638 E. Dunn Street Pocatello, ID 83209-8059	Phone: 208-282-3185 E-mail: <u>linshu@isu.edu</u>
Lewis Clark State College Shannon Casteel Curriculum Library 500 8th Avenue Lewiston, ID 83501	Phone: 208-792-2229 E-mail: <u>scasteel@lcsc.edu</u>
Northwest Nazarene University Carol Poe John Riley Library 623 University Boulevard Nampa, ID 83686-5897	Phone: 208-467-8616 E-mail: <u>cjpoe@nnu.edu</u> (Call before delivery.)
University of Idaho Ramirose Attebury University of Idaho Library 875 Perimeter Dr. Moscow, ID 83844-3089	E-mail: <u>rattebur@uidaho.edu</u> Phone: 208-885-7257
Caxton Printers Darin Alvaro 312 Main Street Caldwell, ID 83605	E-mail: <u>dalvaro@caxtonprinters.com</u> Phone: 208-459-7421

Rev. 5/2015

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Sarah J. Anderson

13205 W. Buttercup Ct. Boise, ID 83713 (home) 208-514-4692 (cell) 806-928-1185 sarah.joy.anderson@gmail.com

Experience

Lecturer

Boise State University College of Education Curriculum, Instruction, and Foundational Studies Department DED CIFS 333 Elementary Science Curriculum and Instruction – 2 Sections/Semester Fall 2014 & Spring 2015 DED CIFS 329 Assessment in Teaching and Learning – 1 Section/Semester Fall 2014 & Spring 2015 Supervise one Independent Study Student Spring 2015 University Liaison – Mountain View High School Fall 2014 – Spring 2015 Coordinate with MVHS Administration and Mentor Teachers Supervise Interns and Students Teachers

Secondary Science Teacher

- Frenship High School
- 902 Dowden Rd., Wolfforth, TX 79382
- □ Forensics 2012-2013
- 🗌 Biology 2000-**2003, 2010-2012**
- Science Department Chair 2003-2008
- Pre AP Bology 2003-2008

Integrated Physics and Chemistry (IPC) 2000-01, 03-04, 05-06

- Texas Assessment of Knowledge and Skills (TAKS) Acceleration/Remediation 2003-2005
- Advanced Placement (AP) Biology 2001**-2003**
- Anatomy and Physiology 2001-2003

Center for the Integration of STEM Education & Research (CISER) 2008 – 2010

Texas Tech University

3008 18th Street, Lubbock, TX 79409-1071

Coordinator for STAC- Science Teacher Academy at CISER

Supervise Undergraduate Science Education Scholars

Plan, organize, and present elementary and secondary professional development for Region 17 science teachers

Instructor, BIOL 4301- Give Teaching A Chance

Participate in the implementation and distribution of grant funds

Howard Hughes Medical Institue Science Education Program at TTU

Exemplar- Greater Texas Foundation

Collaborate with TTU departments, centers, faculty, and staff to provide quality science education opportunities for students and teachers

TTU T-STEM Center

Texas Tech University College of Education

□IDEAL – The Institute for the Development and Enrichment of Advanced Learners

Burkhart Center for Autism Education and Research
 TTU Center for Undergraduate Research
 Supervise the upkeep, distribution, and curriculum development of HHMI Traveling Labs to regional teachers
 Serve as a liaison between CISER and other community partners

Secondary Science and English Teacher

OL Slaton Junior High

1602 32nd Street, Lubbock, TX 79405

□ Pre AP Biology 1999-**2000**

Seventh Grade Pre AP Science 1998-2000

Seventh and Eighth Grade TAAS Acceleration/Remediation 1997-1999

Seventh and Eighth Grade English 1997-1998

Education

Boise State University Boise, ID Pursuing EdD in Curriculum and Instruction 2014 – current

Texas Tech University Lubbock, TX

□ MS, Multidisciplinary Science Education 2008

🗌 BA, English Major- Biology Minor 1996

Certifications

□ Texas Secondary Life and Earth Science Standard Certification 2001- current Secondary Science Composite Standard Certification 2001- current Gifted and Talented Certification (30 hours + 6 update hours each year) 1998 – 2013 Secondary Biology Certification for Grades 6-12 LIFE Secondary English Certification for Grades 6-12 LIFE

Presentations and Curriculum Development

Presenter, Vision Charter School, Caldwell, ID (1hr) 2015 Science is ... An Exploration of the NGSS Performance Standards Copresenter, Texas Tech University College of Education – Capstone Class (1hr) 2013 Doing MORE with Less: Better Management through Organization, Relationships, and Engagement Presenter, Frenship High School Best Practices Academy (1hr) 2012 Making Connections in the Classroom with Paul McCartney, Joan of Arc, Julius Caesar and Luke Perry CoPresenter, Frenship High School Best Practices Academy (1hr) 2012 Mission Possible: Tiger Protocol - Helping New Teachers Survive the "First" Year Presenter, Region 17 Education Service Center (12hr) 2012 Biology EOC Success CoPresenter, Texas Regional Math & Science Collaborative Annual Conference (1hr) 2012 Teachers – Patrons of Creativity in the Classroom Presenter, TTUNSTA Student Chapter Meeting (1hr) 2011 Viva Vocabulary - Concept Circles Speaker, Texas Tech University College of Education - Capstone Class (1hr) 2011 Borrowed Bits of Wisdom for Future Educators

 \Box CoPresenter, Conference for the Advancement of Science Teachers (CAST) (1hr) 2010 **Biology Activities for Beginning Teachers** Presenter, TTU-NSTA Student Chapter Meeting (1hr) 2010 Estemetrics – Making Measurement Fun in the Science Classroom CoPresenter, Region 17 Education Service Center (12hr) 2010 Biology EOC Success CoPresenter, Texas Regional Math & Science Collaborative Annual Conference (1hr) 2010 Engaging Students in Ethical Conversations CoPresenter, South Plains Education Resource Collaborative (SPERC) (1hr) 2010 Using Art to Engage Students in Hands-on Science Exploration CoPresenter, American Association of University Women (AAUW) (2hr) 2010 Mothers and Daughters Program – The Chemistry of Perfume CoPresenter, Region 17 Education Service Center (6hr) 2010 Engaging All Biology Students With Hands-On Learning CoPresenter, Region 17 Education Service Center (6hr) 2010 FOSS – Elementary Magnetism and Electricity CoPresenter, Region 17 Education Service Center (6hr) 2010 Texas Regional Math and Science Collaborative - Elementary Chemistry Presenter, Region 17 Education Service Center (6hr) 2010 Meeting the Needs of Gifted and Talented Students in the Science Classroom Presenter, National Science Teacher Association National Conference (1hr) 2010 **Biology Activities for Beginning Teachers** Presenter, National Science Teacher Association National Conference (1hr) 2010 Science Connections are Everywhere – Elementary Literature and Science Connections Presenter, 2nd Annual Lubbock ISD Quadrant IV Mini Conference (1hr) 2009 Cruising Into a Successful Year in Science Presenter, Frenship Middle School (3hr) 2009 Using True Colors in the Classroom Presenter, Science Spectrum (18 hr) 2009 CSI Summer Camp CoPresenter, CISER - Science Teacher Academy Summer Professional Development 2009 Elementary Life Science Favorite Activities (6hr) Elementary Earth Science Favorite Activities (6hr) Elementary Physical Science Favorite Activities (6hr) Co Presenter, South Plains Education Resource Collaborative (SPERC)(1hr) 2009 **Elementary Science Activities** Speaker, West Texas Association for Supervision and Curriculum Development (1 hr) 2009 Helping New Teachers Move From Surviving to Thriving in the Classroom Presenter, Frenship High School Ready, Set, Teach (1hr) 2009 Concept Building: Teaching Light and Optics K-12 □ Presenter, National Science Teachers' Association National Conference (1hr) 2009 Fun Formative Assessments for the Biology Classroom CoPresenter, Wheatley Elementary TAKS Science Stars (1hr) 2009 Bouncing Balls and Slime Oh My! CoPresenter, CISER Science Teacher Academy: New Teacher Training (6hr) 2009 Surviving to Thriving – Classroom Management CoPresenter, Wayland Baptist University (3hr) 2009 Saving our Sanity – Formative Assessment in the Science Classroom Presenter, Texas Association of Future Educators (TAFE) Regional Conf. (1hr) 2008

Favorite Activities and Best Practices to Increase Understanding in the Secondary Classroom CoPresenter, Harwell Elementary Science Day (2hr) 2008 Light and Color Copresenter, Brown Elementary (2hr) 2008 CISER Tinv Tot Tubs – Living and Non-living CoPresenter, All Saints Episcopal Elementary Science Teacher Training (6hr) 2008 FOSS- Exploring the K-5 Curriculum Presenter, State Small Schools GT Conference Region 17 ESC (1hr) 2008 Differentiating in the Science Classroom – Meeting the Needs of Advanced Learners Presenter, WTAMU 15th Annual Math and Science Conference (1hr) 2008 Fun. Formative Assessments II CoPresenter, Lubbock ISD Elementary Teacher Training (1hr) 2008 Seasons of Change Presenter, TTU T-STEM Summer Professional Development (12 hr) 2008 Body Systems – Traveling Lab Training CoPresenter, Texas Regional Collaborative Annual Conference (1hr) 2008 Fun, Formative Assessments I CoPresenter, Region 17 Education Service Center (3hr) 2008 TAKS Share-a-thon Presenter, Conference for the Advancement of Science Teachers (1 hr) 2007 Activities to Help Students Think Critically About Ecology and Evolution Presenter, Texas Regional Collaborative Annual Conference (1 hr) 2007 Ecology Activities for Everyone Texas Regional Collaborative Instructional Team Member (ITM) 2007 Co-Presenter Bridging to TAKS K-8 Matter - 6 hours Texas Regional Collaborative Instructional Team Member (ITM) 200607 Co-Presenter Bridging to TAKS K-8 Light and Optics - over 60 hours \Box CoPresenter, Conference for the Advancement of Science Teachers (1hr) 2006 Biology of Disaster CoPresenter, Region 17 Education Service Center "Flex Your TEKS" (3hr) 2006 Forget Pirate Treasure ... We've Found Gold in Texas Elementary Science Classrooms Presenter, TEKS Alive! GT in the Content Areas" (1hr) 2005 Meeting the Needs of Gifted and Talented Students In the Science Classroom Presenter, Frenship Junior High Science Pre AP Training (12hr) 2000 Presenter, Core Knowledge National Conference – Anaheim, CA (2hr) 2000 Cool Chemistry Character Building Through Core Knowledge Presenter, Quadrant II Math and Science Workshop (1hr) 1999 Red Eye for Snake Eye and Other Intoxicating Experiments Presenter, Quadrant II Vertical Teaming Conference (1hr) 1998 TAAS, TEKS, and You! Awards and Honors Who's Who Among American Teachers 2002-2007

Texas Association of Biology Teachers (TABT) Outstanding Biology Teacher 2007

Science Teachers Association of Texas (STAT) & Texas Medical 2006

Association (TMA) Outstanding High School Science Teacher

AT&T Distinguished Mentor Award/Texas Regional Collaborative 2006

🗌 National Honor Roll's Outstanding American Teacher 2006

Texas Tech University College of Education Tribute to Teachers	2004
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□ Region 17 Secondary Teacher of the Year 2003

Frenship ISD Secondary Teacher of the Year 2003

KCBD Teacher You Can Count On 2000

Additional Educational Experience

Inquiry Roundtable Discussant Fall 2014, Spring 2015
☐ Idaho State Department of Education Science Content Standards Executive Committee Spring 2015
IDoTeach Recruitment and Retention Steering Committee Spring 2015
Teacher Education & Professional Year Admission Committee Fall 2014
Elementary Science Faculty Search Committee Fall 2014
Supervising/Mentor Teacher of Secondary Field Based Students 1998-2008, 2010-2012
New Teacher Mentor & Morale Committee 2011-2013
TTU College of Education Middle School Math & Science (MS2) Research Conference Panel
Member 2010
<i>"The Importance of Research Experience for Secondary Science Teachers"</i> Women in Scientific Endeavors- Spring Workshop 2010
🗌 Frenship ISD Master Plan Committee 2006 2008
Superintendent's Advisory Council 2006-2007
🗌 Texas Tech University Panel Member 2005, 2006
"Give Teaching A Chance"
Texas Education Agency TAKS Field Question Data Analysis Panel Member 2005
Curriculum Mapping Institute Training– Heidi Hayes Jacobs 2004, 2005
Region 17 Education Service Center Panel Member 2004
"The Early Years: Becoming an Excellent Teacher"
Participant – Texas Teacher Forum 2004 Texas Education Accuration Devices and Analysis Device Northern 2002
Texas Education Agency TAKS Question Review and Analysis Panel Member 2003
Campus Performance and Objectives Committee 1998-2003
☐ Woodrow Wilson Fellowship 2002 "Genetics, Genethics, Genomics"
Advanced Placement Biology Training 2002
International Baccalaureate Training 2000
Core Knowledge Curriculum Council– OL Slaton 1998-2000
Professional Affiliations
Association for Supervision and Curriculum Development (ASCD)
□ Idaho Science Teachers Association (ISTA)
National Science Teachers Association (NSTA)
Science Teachers Association of Texas (STAT) 2004-2013 Vice President 2008-2009

Awards Committee Member 2010-2011

Workshop Review Committee Member 2011-2012

Society for the Advancement of Chicanos and Native American Scientists (SACNAS) Advisory Board Member 2009-2010

Star 17 Science Teachers Association (STAR 17)

Secretary 2006-2007 Texas Association of Biology Teachers (TABT) Past President 2011-2012 President 2010-2011 President Elect 2009-2010

Sponsorships

Skills USA Crime Scene Investigation Team Sponsor 2012-2013
 1st place Regional Competition
 NHS Co-Sponsor 2002-2004
 Cheerleading Sponsor 2000-2002
 UIL Science Sponsor 1998-2000, 2004-2005
 Odyssey of the Mind/Destination Imagination Sponsor 1997-2000

Community Involvement

Guest Presenter- Camp Learn A Lot at Prospect Elementary May 2015 Science in the Sun = Summer Fun Guest Teacher- 2nd Grade CD Andrus Elementary Science (Mrs. Barry/Mrs. Smith) 2014-2015 Changes: Making Observations – Solids, Liquids, and Gas Changes: How Fast Can You Make Matter Change? Changes: Do You Hear What I Hear – How Sound Travels Through Matter Engineering: Building a Better Snowball Catapult Biomes and Adaptations: Mealworm Habitats Celebrating Science: Groundhog Day and Shadows Biomes and Adaptations: Camouflage Biomes and Adaptations: You're Getting Warmer – Feathers, Blubber and Fur Biomes and Adaptations: Animal Olympics Science Night Coordinator– CD Andrus Elementary Fall 2013 Spring 2015 Science/Wonder Fair Coordinator– CD Andrus Elementary Spring 2015 Garden Advisory Committee – CD Andrus Elementary Spring 2015 Guest Teacher- 5th Grade CD Andrus Elementary Science (Mr. Lee Fischer) Spring 2014 Living, Non-Living, or Never Been – Why? Plant vs. Animals Cells – Compare/Contrast/Classify It's a Small World After All – Using Microscopes Structures and Functions of Plant and Animal Cells Colanders, Coffee Filters, Tennis Racquets, and Cells – What is the Connection? Guest Teacher-1st Grade CD Andrus Elementary Science (Mrs. Trena Savoie) 2013 – 2014 Seasons of Change – Exploring Leaves and Trees in the Fall A Snowy Day Celebration – Making Crystal Snowflakes Assisted Micron K-12 Programs Coordinator, Cathy Ammirati Fall 2013 Atoms and Molecules – 5th grade CD Andrus Elementary Science Fair Judge– Local and Regional 2002-2010

Melyssa Ferro

311 W Spruce St. Caldwell, Idaho 83605 208-455-7826 Mferro@caldwellschools.org

Career Objective:

To create citizen scholars who have the critical thinking skills necessary to be successful in making decisions about their planet and their futures.

Certification:

Idaho Education Credential: Standard Secondary: Biological Science 6-12, Natural Science 6-12

Education:

- Masters of Science: Middle Level Education, Walden University, online 2006
- Bachelors of Science: Biology, Secondary Education, Boise State University, Boise, Idaho 1999

Teaching Experience:

- Elementary Science Methods Instructor, College of Idaho, Caldwell, Idaho Spring 2010-present
- Science Teacher, Life & Earth Science, Syringa Middle School, Caldwell, Idaho Fall 2000-present
- Science Teacher, Biology & Physical Science, Caldwell High Summer School, Caldwell, Idaho Summer 2004
- Science Teacher, Biology & Physical Science, Ridgecrest High School, Nampa, Idaho Summer 2000
- Science Teacher, Biology & Physical Science, Nampa High Night School, Nampa, Idaho Spring 2000

Related Experience:

- Table Leader, Idaho STEM Summit, Idaho State Board of Education, Summer 2015
- Idaho Science Standards Adoption Committee, Middle School Chair, Idaho State Department of Education, Spring 2015
- District STEM Coordinator, Caldwell School District #132, 2014-present
- Lead Teacher, Expedition Yellowstone Fieldtrip, Caldwell, Idaho 2014-present
- Department Chair, Syringa Middle School, 2013-present
- Lead Teacher, Future City Project, Caldwell, Idaho 2012-present
- Independent Contractor, Idaho State Department of Education, 21st Century Lesson Plan Master Teacher, 2012
- Science Bowl Coach, Syringa Middle School, Caldwell, Idaho 2011-present
- Lead Teacher, Disney Planet Challenge Project, Caldwell, Idaho 2010-2012

- Group Leader, Habitat H2O Science Fieldtrip, Caldwell, Idaho 2009-present
- Cooperating Teacher, College of Idaho, Student Teaching Program, 2009, 2014
- After School Tutoring, Syringa Middle School, Caldwell, Idaho Fall 2004-present
- Idaho Youth Games Volunteer, Caldwell, Idaho Summer 2003- Summer 2008
- Instructional Aide, Syringa Middle School, Caldwell, Idaho Spring 2000
- Substitute Teacher, Caldwell School District, Caldwell, Idaho Fall 1994-Fall 1999

Professional Association Memberships & Involvement:

- Treasurer, Caldwell Education Association, 2007-present
- Delegate, Delegate Assembly, Idaho Education Association 2001-present
- National Education Association 2000-present
- Idaho Education Association 2000-present
- Caldwell Education Association 2000-present
- National Science Teachers Association 2000-present
- Resolutions Committee, Region 8 Representative, Idaho Education Association, 2006-present
- Negotiations Team, Lead Negotiator, Caldwell Education Association, 2010-2011
- Idaho Middle Level Association 2005-2007
- Vice President, Caldwell Education Association, 2005-2007

Awards:

- Teacher of the Year, Syringa Middle School, Caldwell, Idaho 2006-2007, 2014-2015
- State Level Finalist for Idaho, Presidential Awards for Excellence in Mathematics and Science Teaching 2009, 2013
- Region III Outstanding Secondary Science Teacher of the Year, Idaho Science Teacher Association, 2007-2008
- Secondary Teacher of the Month, Syringa Middle School, Caldwell, Idaho October 2005

Professional Preparation/Development:

- iSTEM Summer Middle School Conference, Idaho, 2009-present
- Caldwell School District Science Institute, Organizer and Presenter, Summer 2015
- Visible Learning Conference, Minnesota, Summer 2015
- STEM Innovations Conference, University of Idaho, Presenter, Summer 2015
- Common Core Standards Implementation Professional Development, Presenter, Spring 2013
- College Board Vertical Teaming Training, Spring 2013
- Grant Coordinator, Increased Science Learning with 21st Century Tools Grant, 2012-present
- Summer Math and Science Institute, Organizing Committee, Caldwell, Idaho 2009-present
- Mathematics and Science Partnership Grant Committee, Boise, Idaho 2009-2010

- Coordinated School Health Council Member, Syringa Middle School, Caldwell, Idaho 2009-present
- Building Site Council Member, Syringa Middle School, Caldwell, Idaho 2001-2011
- JASON workshop, Monster Storms, Spring 2009
- Critical Learning Skills in the 21st Century: Collaboration for Student Success, Spring 2009
- Lead Grant Writer, Idaho National Laboratories STEM Mini Grant, Syringa Middle School, Caldwell, Idaho Spring 2009
- Peer Mentoring, Professional Learning Teams Fall 2008-Spring 2009
- Professional Book Study Group, Syringa Middle School, Caldwell, Idaho Fall 2007-Spring 2008
- Highly Effective Questioning, Professional Learning Teams Fall 2007-Spring 2008
- Data Review, Idaho Standards Achievement Test, Data Recognition Corp May 2007

Catherine Griffin

582 E. Boise Avenue, Suite157 Boise, Idaho 83706 208.867.5820 csmith.boise@gmail.com

Objective: Curriculum Committee: Social Studies

Experience:

- Heritage Community Charter School, Caldwell, ID 3/2013 Present
- K-12- Resource Room Teacher /Co teach social studies 6-8
- Boise School District: Teacher 8/2007- 8/2012
- Resource Room Teacher- Co taught 4th grade social studies
- Boise Language Center: Volunteer Tutor 11/2011 4/2012
- Agency for New Americans: Volunteer Tutor 08/2010 06/2011
- Nampa School District: Teacher 2/2003- 8/2007
- Resource room teacher/ Enrichment teacher: Taught Gifted & Talented Social Studies
- Caldwell and Boise School District: Social Studies Teacher High School Internships 11/2003 to 06/2005
- Mountain Cove Night School; Mountain Cove Day School; Canyon Springs Alternative Program

Skills and Qualifications:

- Co- taught social studies to Middle School.
- Participated on evaluation teams to enhance student learning.
- Staff development and training for three or more support staff
- Supported Modification and Accommodations for student access.
- Effective written and oral communication skills.
- Research Skills: Preparation of reports for student evaluation reports.
- Use of office software tools: Microsoft Office, Internet, Excel, PowerPoint

Education:

- Master of Education, Education: Special Education, Boise State University, 2007
- Master of Arts, Education: Curriculum & Instruction, Boise State University, 2006
- Bachelor of Arts, Anthropology: Boise State University, 1997

Professional Development/ Certifications:

- Standard Secondary Social Studies Grades 6-12: Boise State University, Idaho; 2013- 2018
- Standard Teaching Certificate: Special Education Generalist K-12: Boise State Univ. ID, 2013- 2018

Other Professional Development:

- Endorsement: English Language Development (ELD/ELL) K-12: College of Idaho, Caldwell, Idaho, 2012
- Endorsement: Literacy/ Reading Specialist K-12: Boise State University, Boise, Idaho, 2008
- Endorsement: Gifted and Talented K-12, Boise State University, Boise Idaho, 2008
- Certification: Multicultural Facilitator: Boise State University, 2007

Tauna Johnson

Genesee Elementary School 1216 Spruce Circle Moscow, Idaho 83843 509-336-1667 tjohnson@sd282.org

Education Background

Bachelor of Arts, Elementary Education - Eastern Washington University Major: Reading Minor: Math Masters of Education - University of Idaho Masters Project: Alternative Assessments of Hands-On Science

Certificates

Idaho Standard Teaching Certificate Endorsements: K-8 All subjects, K-12 Reading National Board Certified Teacher - Initial Certification: 2000 Renewed: 2010

Employment History

1989-Present - 5th grade teacher - Genesee Elementary School - Genesee, Idaho 1988-1989 - Lead Teacher - Lewis/Clark Head Start - Clarkston, Washington 1987-1988 - Substitute Teacher - Kittitas School District - Kittitas, Washington

Awards

2015 - Idaho Teacher Selected to Mickelson ExxonMobil Teachers Academy 2012 - Presidential Award for Excellence in Mathematics and Science Teaching -Elementary Science - Awarded by the White House and National Science Foundation 2012 - Governor's Industry Award for Notable Teaching in STEM (GIANTS) Honorable Mention - Awarded by Idaho Governor Butch Otter

2001 - Reading Renaissance Model Classroom - Awarded by School Renaissance Institute

1995 - Idaho Regional Outstanding Science Teacher—Awarded by Idaho Science Teachers Association

Professional Memberships

Idaho Science Teachers Association National Science Teachers Association Idaho Council for Teachers of Mathematics

Leadership Roles

2012 - Present - Idaho Science Teachers Association Region 2 Representative
2000 - Present - District Peer Assistant to New Teachers
2005 & 2010 - National Board for Certified Teachers Mentor
2004 - Idaho Direct Writing Assessment Evaluator
Student Teacher Supervising Teacher - I have supervised 4 student teachers.

Committees

Idaho Science Standards Executive Committee District Science Curriculum Committee District Technology Committee District Professional Development Committee District RTI (Response to Intervention) Team District SWPBIS (School-Wide Positive Behavior Intervention System) Leadership

Professional Development Experiences

Specialized Advanced Science Courses Teaching for Excellence in Science and Literacy Achievement - 2 cr. - LCSC ED-CIFS 553 - ISTEM Summer Institute - 2 cr. - Boise State University EDCI 505 - GK-12 Project/Training - 18cr. - University of Idaho EDTE - Implementing/Align Science Curriculum - 1 cr. University of Idaho ED 504 - ST: Idaho TRAILS (Topically Relevant Approaches to Increase Learning in Science) - 10 cr. - University of Idaho

Workshops and Trainings

2011 - Idaho Education Network - Video Teleconference System Training

2010 - 9 Essentials of Love and Logic

2009 - Mathematical Thinking Initiative Training

2006-2009 - National Science Foundation - GK-12 STEPS (Scientists and Teachers Educating and Preparing Students) - I was one of 10 Idaho teachers selected for this program. I worked with University of Idaho science graduate students over a 3 year period on improving their science communication skills. The graduate students then helped me improve physical science inquiry and STEM instruction in my classroom. 1999 - Teaching with Technology - Technology Competence Certificate Local, State, and National Conferences

2014 - Idaho Science Teachers Association / Idaho Council for Teaches of Mathematics Conference - Boise, Idaho - I presented "Hands-On Inquiry Science on a Budget." 2011 - Northwest Council for Computer Education Regional Conference - Portland, Oregon - Conference attendee

2009 - Sound Grading Practices Conference - Portland, Oregon - Conference attendee 2007 - National Science Foundation GK-12 Annual Conference in Washington DC I was the teacher representative for University of Idaho and participated in a poster presentation on STEPS (Scientists and Teachers Educating and Preparing Students). 2003 - Idaho Math Academy - Moscow, Idaho - Conference attendee

1994 - National Science Teachers Association (NSTA) Convention - Anaheim, CA I was selected to present on "Space Night: Starring Your Students and Community." 1994 - Idaho Teachers Excited About Cruisin the Heavens (ITEACH) - Boise, ID I presented to Idaho teachers on how to successfully plan, organize, and conduct a community star night.

1993 - National Science Teachers Association (NSTA) Convention - Kansas City, MO I was selected to present "Bringing the Community into the Rural Schools."

Grants

2015 - Steelhead Release Day - \$350 - Genesee Education Foundation - I received funds for my students to take a field trip to Clearwater River and release the steelhead they raised in the classroom.

2014 - Tears of Joy Puppet Performance - \$650 - Latah County Arts & Culture Committee - I wrote and received this grant for professional puppeteers to perform 20,000 Leagues Under the Sea to our K-6 students.

2013 - Family Engineering Night - \$560 - Genesee Education Foundation - I received funds to purchase supplies for a K - 6 Family Engineering Night. I also requested and received a donation from Schweitzer Engineering Laboratory for \$500 to help purchase more supplies.

2012 - Bulldog Broadcast Technology Equipment - \$750 - Genesee Education Foundation - I wrote funds to purchase a camcorder and other technology equipment for my students to use in creating an elementary news broadcast.

2012 - STEM Extreme Classroom Makeover Grant \$10,000 - INL - Idaho National Laboratory - "Engineering a Clean Environment" - I co-wrote and received this grant to purchase supplies for a school-wide recycling system.

2012 - Virtual Field Trips \$465 - Idaho National Laboratory - I wrote and received this grant to purchase three virtual science field trips for my class.

2011 - 5th Grade Field Trips \$478 - Genesee Education Foundation - I wrote and received this grant to pay for bus transportation for science field trips and for an outreach program to bring "Robotic LEGOS" to my classroom.

2010 - Science on Ice - \$314 - Genesee Education Foundation - I wrote and received a grant to pay for transportation to a local ice rink where a scientist from Decagon Devices, a local company who manufactures and markets scientific instruments, taught students about Newton's Laws of Motion, physical properties, and rotational momentum.

2009 - Supplies for Hands-On Science Learning - \$456 - Genesee Education Foundation - I wrote and received a grant to purchase balance scales, density blocks, and microscopes for our elementary school.

2008 - Elementary Projectors and Screens - \$9,976 - Nez Perce Tribal Education Program - I co-wrote this grant with two other elementary teachers. We received funds to purchase a ceiling-mounted projector and screen for every elementary classroom in our school.

Zoe Ann Jorgensen, NBCT; M.Ed.

zoes.home77@gmail.com 1363 Nixon Ave, Idaho Falls, Idaho 83404

H 208-524-7285 C 208-520-4324

EDUCATION

2004-2006	Idaho State University			
		ers of Education: Instructional Technology		
1981 - present		post graduate non-degree seeking credits		
	Idaho State Ur	·		
	Boise State Ur	•		
	University of I			
	Brigham Your			
		zarene University: ,		
1979 -1981	Brigham Your	ng University / Bachelor of Science Degree, Major: Educational		
		lementary Education		
1977 - 1979	Ricks College	/ Associates of Arts and Science Degree, Major: General Studies		
WORK EXPERIEN	CE			
1983 - Present	Educator	Idaho Falls School District 91		
Teaching Exp		Idaho Education Certificates: Elementary Education K/8, Special Education K/12		
Spectr	um Program (mi	ulti-age), Intermediate level grades 4,5,6 (24 years)		
-		aid age), interincente level grades 1,5,0 (21 years)		
6th grade (2 years) Special Education, Resource Program (7 years)				
	irricular Experie			
Building computer specialist Building science coordinator				
0				
Chair person of annual school wide Theme Night/Science Fair Mentor to in-service and pre-service teachers				
State Science Standards team member				
Facilitator National Energy Education Development project				
Instructor of in-service classes : Computer Integration, Science Notebooks, IFEA				
leadership, Astronomy and StarLab, Energy, Ecosystems, A T-Rex Named Sue,				
		ittle Simulation Workshop, NASA space workshop,		
Coordinator of district Space Shuttle simulation program				
Local organizer for the "IRIS" space exploration workshop				
District science curriculum committee member				
Presenter at Idaho Science Teachers Association annual conference				
		listrict wide NASA assemblies and in-service		
	0	numerous area wide astronomy workshops		
		the Utah State University Junior Engineering program		
		e Idaho NBPTS Initiative leadership team,		
		tional Board candidates		
		ne NBPTS annual conference		
		d for Professional Teaching Standards scorer		
		the Idaho Classrooms of Accomplished Teachers mentoring program,		
	Student Cound	cil advisor,		

IFEA treasurer

- IFEA vice president
- Delegate to IEA assembly
- Representative to NEA assembly

Presenter for IEA Leadership training

2006-2014	Idaho State University
	Adjunct instructor - Integration of Technology EDUC 3311
	Adjunct instructor - Elementary Math Methods EDUC 3330
	Adjunct instructor - Elementary Science Methods EDUC 3331

2006 – 2015 Museum of Idaho

Organizer/instructor for junior level Rocky Mountain Adventure Camp Instructor for Educator/Adult Rocky Mount Adventure Summer Training Volunteer presenter for Discovery Days program

1976 - Present Fred Meyer/Grand Central Inc., Bookkeeping, data entry, cashiering, and merchandising

HONORS

- 2012 Received NSTA/Vernier Award for Innovative use of Technology in Science Teaching. Named Outstanding Environmental Educatory by EIEEA Named as Idaho state finalist for the Presidential Award for Excellence in Mathematics and
 - Science Teaching.
- 2008 Named as Idaho state finalist for the Presidential Award for Excellence in Mathematics and Science Teaching.
 - Selected to be a member of the Boise State University Educational Leadership Cohort to Japan.
- 2007 Achieved National Board Recertification
- 2004 Received the Governor's Industry Award for Notable Teaching in Science Awarded science instructional grant from the Space Grant Consortium
- 2003 Awarded the INEEL Community Partners' grant for a math and science program at Bush Elementary

Nominated for Teacher of the Year, awarded by The Post Register of Idaho Falls, Idaho. Idaho Governors Industry Award for Notable Teaching in Science, Honorable Mention

- 2002 Selected to be a member of the National Board for Professional Teaching Standards/People to People delegation to New Zealand and Australia.
- 2001 Selected to be a member of the National Board for Professional Teaching Standards/People to People delegation to the Republic of China.
- 2000 Awarded Albertson Community Grant for StarLab planetarium and Astronomy workshops
- 1999 Honored by Senator Mike Crapo during his Teacher Appreciation Week Address.
- 1998 Achieved National Board Certification

Apple for the Teacher Award, nominated by a student, awarded by the Standard-Examiner of Ogden, Utah.

- 1997 Received Albertson grant for National Board Certification
- 1996 Awarded TCI Cable grant to attend the Sparkman Center for Education Technology Awarded Idaho Falls CHC Foundation's grant for technology in the classroom
- 1994 Selected to participate in Discovery Center of Idaho's Project ITEACH

Lori Conlon Khan

Education

- 1982 B.A. (Music Education) Rocky Mountain College, Billings, MT
- 2007 M.Ed (Education) Lesley University, Cambridge, MA
- 2012 Ed.D (Education) Boise State University, Boise, ID

Professional Experience

1981-1983 First Congregational United Church of Christ (Billings, MT) Children's Choir Director
1983-1984 Wilder School District – Music Instructor K-12
1984-present Boise School District – Elementary General Music Specialist First Congregational United Church of Christ (Boise, ID) Adult and Teen Handbell Choir Director
1989-2006 Northview Montessori – Preschool/K Music Instructor
2009-present Lesley University adjunct faculty, Integrating the Arts Masters program Boise State adjunct faculty, Movement, Levels I and II Orff Teacher Training Courses

Description of Teaching Duties

- Wilder Elementary general music classes, junior high and high school band and choir, marching band, pep band
- Boise Elementary general music classes, continuing education classes for staff, elementary choir
- Montessori Preschool and kindergarten music classes
- Boise State Adjunct instructor, Elementary Music Methods course for music majors Movement instructor for Level I and Level II Orff Teacher Training courses
- Lesley Adjunct instructor, Music and Curriculum courses for the Integrating the Arts Master's program for working educators

Awards and Honors

1982 Graduated Summa Cum Laude, Rocky Mountain College

2007 Graduated 4.0, Lesley University

- 2009 Red Apple Award, Boise School District, Excellence in Education
- 2010 Boise Rotary Century Scholars, Distinguished Educator

Unpublished Research

Conlon Khan, L. (2007) A place where the arts are academic and the academics artful: An arts based elementary school in the Boise School District. Unpublished master's thesis. Lesley University, Cambridge, Massachusetts.

Conlon Khan, L. (2007) *Connecting music, language and reading: A study* Unpublished doctoral research. Boise State University, Idaho.

Conlon Khan, L. & Shapiro, M. (2009) Children's visual art & metaphor: Descriptions

of school. Unpublished research. Boise State University, Idaho. Conlon Khan, L. (2009) *The arts: Another learning language*

Manuscript submitted for publication. Boise State University, Idaho. Conlon Khan, L. (2012). *The beat goes on: The connections between pitch matching and beat competency in the reading proficiencies of third graders.* Doctoral Dissertation. Boise State University, Boise, Idaho.

Published Research

Nadelson, L., Bonham, M., Conlon Khan, L., DeLaFuentealba, M. Hoetker, G., Hooley, D., et al. (2009). A shifting paradigm: Preservice teacher multicultural efficacy, individual experience, and perspectives. *Urban Education* (2010).

Conlon Khan, L., McGuire, M. (2014). Reading with rhythm. Orff Echo 46(2).

Clinic/Workshop Presentations

Conlon Khan, L. (1991, January) - Jazzin' Up the Joint. Workshop presented at Idaho Orff Chapter workshop - Boise Idaho. Conlon Khan, L. (1992, June) – My Bag of Tricks for Montessori. Workshop presented at Montessori Teacher Certification Courses - Boise, Idaho. Conlon Khan, L. (2005, October) - Jazzin' Up the Joint, Stomp and Stick To It. Workshop sessions presented at Idaho Orff State Conference – Boise, Idaho. Conlon Khan, L. (2006, January) – Stomp, Stick To It, Moovin' and Groovin' Workshops presented at IMEA State Conference, Boise State University. Conlon Khan, L. (2008, January) – Do You Know The Way To San Jose? A Review of National Conferences, Idaho Orff Chapter Share Workshop - Boise, Idaho. Conlon Khan, L. & Schumacher, B. (2010, March)- Sensory Integration Through Music Workshop presented at IMEA State Conference, Northwest Nazarene University. Conlon Khan, L. & McGuire, M. (2013, November) - Reading With Rhythm, AOSA National Professional Development Conference, Research Presentation – Denver, Colorado. Conlon Khan, L. & McGuire, M. (2014, March) – Reading With Rhythm Workshop session presented at IMEA State Conference –Northwest Nazarene University. Conlon Khan, L. & McGuire, M. (2014, June) — Reading With Rhythm Workshop session presented at the Idaho State Delta Kappa Gamma Convention -Boise. Conlon Khan, L. (2014, October) – <u>Bzzzz....Common</u> Core and Other Buzz Words: What Does All This Mean? Workshop presented at Idaho Orff State Conference – Nampa, Idaho. Conlon Khan, L. & Goodman, A. (2014, October) - Intro. to Orff Level I Workshop session presented at Idaho Orff State Conference - Nampa, Idaho. Conlon Khan, L. & McGuire, M. (2015, February) - Reading With Rhythm Workshop session presented at All-Northwest NafME Conference – Spokane, WA. Conlon Khan, L. & McGuire, M. (2015, March) — Reading With Rhythm Workshop session presented at the Early Childhood Educators Conference, College of Southern Idaho -Twin Falls, Idaho

Specialized Course Work

1990 Level I Orff Certificate – Northwest Nazarene University, Nampa, Idaho

2003 Level II Orff Certificate – University of Nevada, Las Vegas

2005 Level III Orff Certificate – University of Nevada, Las Vegas

2007 Master Class Orff Certificate – University of Memphis, Tennessee

2007 Idaho Humanities Council Summer Institute Fellow, <u>New Harmonies:</u>

Exploring American Roots Music - Albertson College of Idaho, Caldwell, Idaho 2012 Master Class, Movement Instructors – National AOSA Conference, St. Louis, Missouri

2013 National Endowment for the Humanities Summer Institute Fellow, The Most

Southern Place On Earth: Music, Culture, and History of the Mississippi Delta -Delta State University, Cleveland, Mississippi

- 2014 National Endowment for the Humanities Summer Institute Fellow, <u>Duke Ellington</u> and Popular Culture – Fairfield University, Fairfield, Connecticut
- 2015 Idaho Humanities Council Summer Institute Fellow, <u>The Harlem Renaissance -</u> College of Idaho, Caldwell, Idaho

Distinguished Service to the Boise School District

2002-present	Continuing Education Teacher, Elementary Music Topics
2005-2007	Boise School District Elementary Music Curriculum Realignment
2004-2005	Horizon School Peace Pole Project, founder
2004-present	Horizon School Improvement Project Team
2007-2008	Horizon Professional Learning Community Leadership Team
2013	Idaho Sesquicentennial Celebration Performance, Choir and
	Percussion Ensemble, director
2013	Boise School District Elementary Music Standards Review Team
2014-2015	Boise School District Mentor

Membership in Professional Organizations

1984-present	Idaho Orff
1984-present	Boise Education Association
1984-present	National Education Association
1990-present	American Orff Schulwerk Association
2006-present	National Association for Music Education
2006-present	Idaho Music Educators Association
2004-present	American Choral Directors Association
2005-present	Delta Kappa Gamma
2008-2012	Phi Kappa Phi – Boise State University
2012-2014	Kappa Delta Phi - Boise State University

Committee Service

State Department of Education Elementary General Music Curriculum – 2005

Arts Schools Administrators/Educators Committee – 2008 Common Core Standards Review Committee, Music – 2013, 2014 American Orff Schulwerk Association National Advisory Board – 2005-2008 National Conference Boutique Co-Chair, Spokane – 2010 Region I Representative, National Advisory Board, 2012-2015 Research Committee Financial Assistance Committee Communications Committee, Chair 50th Anniversary Celebration Committee, Co-Chair

Offices Held

State:

Idaho Orff Chapter Publicity, 1993 Idaho Orff Chapter Historian, 1998-2004 Idaho Orff Chapter Vice-President, 2004-2005 Idaho Orff Chapter President, 2005-2008

National:

AOSA National Conference Co-Chair (Boutique), Spokane 2010 AOSA Region I Representative, National Board of Trustees, 2012-2015

Sharon Tennent

sharon.tennent@boiseschools.org 198 N Al Fresco Place Boise, Idaho 83712 (208) 860-0820

ACADEMIC PREPARATION

Master of Arts in Education, Reading, Boise State University, December 2008 Bachelor of Arts, Elementary Education, Boise State University, December 1997 Bachelor of Business Administration, University of Memphis, August 1989

PROFESSIONAL TEACHING EXPERIENCE

Idaho Mathematics Curricular Materials Reviewer March 2015 – June 2015

K-6 Math Coach – Boise Independent School District March 2015 – Present

Assistant Trainer - Riyadh, Saudi Arabia December 2014 Lead NGSS/STEM Trainer for female KSA Science Center Instructors

Second Grade Math Liaison - Boise Independent School District 2013 - Present

Assistant Presenter - Boise Independent School District March 2012 Connecting CCSS-M to District Standards

Presenter- Boise Independent School District Spring 2012 Common Core State Standards: Math K-2

Presenter – BSU Teacher Methods class (Social Studies) Fall 2011 and Spring 2012 Formative and summative assessment in the classroom *Presentation requested by Dr. Sara Fry*

Instructional Leadership Team Member 2011 – Present Owyhee Elementary School, Primary

Look to Learning Team Member 2011 – Present

Teacher-2nd Grade – Boise Independent School District 2004 – Present Owyhee Elementary School

AWARDS

Mentors of the Year Award - Boise State University September 2011

Darlene Matson Dyer

P.O. Box 1981 Hailey, ID 83333 Phone: 208/788-4318 Cell: 208/721-0376 E-mail: <u>ddyer331@gmail.com</u>.

Education and Certifications

National Board for Professional Teaching Standards Certification, 2000-10: Adolescence and Young Adulthood/English Language Arts Idaho Standard Teaching Certificate, University of Idaho, 1979-current Endorsements: Secondary English, Reading, Journalism Bachelor of Arts degree (with honors) in English Literature, University of Illinois at Chicago, 1975

Teaching Experience

August 2002 – 2014: English teacher/newspaper advisor and Teaching Academy Instructor, Writers' Club Advisor, Wood River High School, Blaine County School District No. 61, Hailey, Idaho.

August 2001 - May 2002: Teacher in Residence, College of Education Instructor, Idaho State University

(Motivation & Management; Careers in Education; Planning, Delivery & Assessment), Pocatello, Idaho.

August 1990 - 2001: English teacher, Wood River High School, Blaine County School District No. 61, Hailey, Idaho.

August 1982 - June 1990: English teacher, English Department Chairman, Wood River Junior High School, Blaine County School District No. 61, Hailey, Idaho.

June - August 1979 - 1993: Teacher of Study Skills, Reading, and English; Photography & Typing teacher, Upward Bound (summer program), University of Idaho, Moscow. August 1980 - May, 1981: Basic Skills Teacher, Butte County High School, Joint District No. 111, Arco, Idaho.

March - May 18, 1979: Student teaching practicum: American Drama, Senior Comp., Speech, Diversified Reading, Moscow High School, 401 East Third Street, Moscow, Idaho.

Professional Development

Committee Member: Blaine County School District Strategic Planning, spring 2015 Participant: Network for Public Education Conference, Chicago, April 2015 Testifier: Idaho House Ed Committee Hearing re HB 226 (Career Ladder), Boise, March 2015

Participant: Charlotte Danielson Conference, Portland, Oregon, March 2015 Item Reviewer: Idaho Assessment System Bias and Sensitivity for Math and ELA, Boise, 2014-15

Trainer: Idaho Education Association Charlotte Danielson Evaluation Toolkit, Region 4, 2014-2015

Program Proposal Reviewer: National Council of Teachers of English (for fall convention 2015)

Blaine County School District Common Core community outreach panelist, fall 2013 Idaho Education Excellence Task Force Member, Idaho Education Association – responsible for educational reform research, Sept. – Dec. 2012

English Department Chairman, Wood River High School, 2012-14

Fellow: Idaho Humanities Council Teacher Institute "Visionary Landscapes: Willa Cather and the Search for Place in the West," College of Idaho, Caldwell, July 2012.

Content Area Specialist: Idaho Curricular Materials Review Committee, 2007-current. Participant: Item Analysis and Sensitivity Review (for ISAT), Data Recognition Corporation, Boise, Idaho, Oct. 2011.

Participant: International Baccalaureate – MYP Training, Los Angeles, Nov. 2010. Participant: National Council of Teachers of English Annual Convention, 2008, San Antonio; 2009, Philadelphia; 2011, Chicago; 2012 Las Vegas, 2013 Boston

Fellowship: National Humanities Center "Making the Revolution: America, 1763-1789," summer institute for high school teachers, June-July 2008.

Participant: Summer Advisers Institute, Journalism Education Association, Kansas State University, Kansas, July 2006.

Participant: Oregon Journalism Education Association Summer Adviser Workshops, Oregon State University, Corvallis, July 2005.

Fellow: Idaho Humanities Council Teacher Institute "Nothing But the Truth: Survival and Celebration in Native American Literature," Albertson College, Caldwell, July 2005.

Presenter: "Partnering Business Professionals: Student Writing in the Real World" and "Teaching Punctuation: We Can't Live With It; We Can't Live Without It." National Council of Teachers of English Annual Convention, San Francisco, November 2003. Participant: American Society of Newspaper Editors Summer Institute for Teachers,

University of South Florida, Tampa, July 2003.

Presenter /Trainer: "Motivating At-Risk High School Students," a 2-day workshop for Upward Bound teachers, University of Idaho, Moscow, June 2002.

Teacher-in-Residence, Idaho State University, College of Education, Pocatello, 2001-02.

Student-Intern Supervisor, Idaho State University, 2001-02.

Participant: National Council of Teachers of English Annual Convention, Baltimore, 2001.

Presenter/participant: International Ezra Pound Conference, Paris, July 2001. Idaho Professional Standards Commission, 1995-2001.

University of Idaho Supervisor, English 401: Writing Workshop for Teachers.

Assisting alternate route candidate Mary Mozes, Butte High School, Arco, Idaho, 2000-01.

Fellow: Idaho Humanities Council Summer Institute for Teachers

"Tough Paradise—The Literature of Idaho and the Intermountain West," July 2000.

Member of Board of Directors, Ezra Pound Association, Hailey, ID, 1999-2002.

Blaine County Education Association Building Representative, 1997-1999, 2003-05. Idaho Education Association Delegate, 1984, 1997, 1999, 2010, 2012.

District Language Arts Curriculum Committee, 1996-current.

Graduate Study New York University: "Film Study for the High School Teacher," Summer 1995.

Participant: 1994 National Council of Teachers of English Annual Convention, Orlando. Guest/Chaperone: U.S. Space Academy II, Huntsville, Alabama, October 1992. Trustee of Hailey Library Board, 1991-92.

Presenter 1992 March District In-service: "Taxidermy and English."

Mentor Teacher, Spring 1990-91: Assisting first year teacher Stephanie Saunders, Wood River High School, in the Blaine County School District "Mentor Program."

Mentor Teacher, Spring 1990: Assisted first year English teacher John DePasquale,

Carey High School, in the Blaine County School District No. 61 "Mentor Program." Presenter, "Motivating Materials and Methods for Upward Bound Students," Northwest Association of Special Programs Fall Conference, Portland, Oregon, December 1989. Blaine County Education Association Building Negotiator, 1988.

Treasurer, 1988-1992, Blaine County Education Association, Hailey, Idaho.

Area Host and Facilitator, Idaho Council of Teachers of English, 1985 Fall Conference, Hailey.

English Department Chairman, 1983-1990, Wood River Junior High School, Hailey, Idaho.

Presenter: "Basic Skills in a Rural Setting," National Council of Teachers of English Annual

Convention, 1981, Boston, Massachusetts.

TRIO Training (Special Programs for Disadvantaged Students):

National Council of Educational Opportunity Associations "Computer Training," Coeur D'Alene, Idaho, April 1984.

Marquette University "Curricula Design Institute," Atlanta, March 1981.

University of Colorado-Boulder "National Center for Counseling and Instruction," Denver, February 1980.

Special Skills

Basic Educational Technology Competency Certification, Boise State University: word processing, spreadsheets, database, telecommunications, presentation software and integration.

Desktop publishing: electronic page design and Photoshop.

Memberships

Blaine County Education Association Idaho Education Association National Council of Teachers of English

References Available upon request.

D. Laree Jansen

3669 North 3200 East Kimberly, ID 83341-5344 208-733-1168

Objective: Retain a position as Parent Representative on the Idaho State Board of Education Curriculum Selection Committee

Current Occupation:

Tutor for high school and college math students Small business owner Retired educator Parent of five children who are successful products of public education

Full-time, Certified Work Experience:

Math specialist and paraprofessional in Wings Charter Middle School, Twin Is, ID

Falls, ID

Math teacher in Twin Falls (Idaho) School District. Math teacher in Kimberly (Idaho) School District Math teacher in Box Elder County and Roy, Utah, School Districts Teacher in Grandview, WA

Other teaching experience:

Substitute Teacher in Twin Falls and Bonneville School District in Idaho Substitute Teacher in Burns, Hines, and Burns Union High School Districts in Oregon

Owner, manager of own business:

Tupperware Products sales person; successful business operator since 1979

Volunteer Experience:

Idaho State Math Curriculum Standards Writing Committee Idaho State Math Textbook Adoption Committee ISAT content Standard Question Writing Committee TFHS Extra Help Curriculum Committee Chair TFHS Building Leadership Team Member TFSD Contract Negotiations Committee Member

Teacher Organization Membership Recruiting Committee member and chair

Teacher Organization Vice President

TFHS Industrial Engineering and Natural Resources Small Learning

Community Chair

TFSD Professional Leave Committee Member and Chair 4-H Leader in livestock and FCS 4-H club Community Quilters of Twin Falls (make and donate quilts to local charities) Executive and teaching positions in my church young children's group, youth group, and adult women's group as well as other executive and service positions within the church

Education:

Washington State University, Pullman, WA Utah State University, Logan, UT; BS in Math Education BYU, ISU, NNU, U of I, BSU, CSI more than 95 additional credits in math, child development, technology, curriculum studies, and education related courses.

Awards:

Distinguished 4-H Leader award for Twin Falls County Additional recognition and 4-H awards Distinguished sales person of the month several times in Tupperware Manager of a sales unit consistently in the top five units of the Tupperware distributorship in Idaho Falls

References:

Mr. Stacey Behrens, 534 Whispering Pine Drive, Twin Falls, ID 83301; 208-733-5135

Mrs. Kenna Arrington, 3023 A East 3400 North, Twin Falls, ID 83301; 208-733-0612

Mr. Todd Harris, 3160 East 3600 North, Twin Falls, ID 83301; 208-736-2975

Stacey Jensen

CURRICULUM VITAE

14504 W. Wallin Rd Pocatello, ID 83202 Email: jensenst@sd25.us

Education

1985	HS Graduate High Honors	Highland High, Pocatello, ID
1985-1988	B.S. Elementary Education	Idaho State University, Pocatello, ID
1990-1995	MA Curriculum and Instruction	Idaho State University, Pocatello, ID
2000	National Board certification in Early Childhood Education	

Prior Employment

1988-present	sent Teacher at Edahow Elementary School	
	7 years in Kindergarten	
	7 years in 1st Grade	
	9 Years in 2nd Grade	
	Presently in 1st Grade	

Awards/Honors

- 2005 Edahow Elementary Teacher of the Year
- 2006 Pocatello/Chubbuck Teacher of the Year
- 2007 Disney Teacher of the Year Nominee
- 2008 Simplot Teacher of the Year Finalist
- 2013 Simplot Teacher of the Year Finalist

Committees

I have served on several different committees at the school, district and state level throughout the years. I have served on my school's leadership team since it's incep1lon in 1998. I have also served on various sub committees including technology committee, report card committee, Infinite Campus committee, Sunshine committee, PTA teacher representative, and health and wellness committee.

I have also served on various committees with my district throughout the years. I have served on curriculum committees to adopt science, reading, math, and social studies. I served on the committee to create the district writing/spelling guideline handbook. I served on the district leadership committee for I term. I served on the district's TiA committee which worked to match Idaho State standards to district curriculum arid created learning calendars as guidelines for teachers to follow. I also served on the district's assessment committee which worked to create formative assessments for each 6 week period. With the adoption of Common Core State Standards and Idaho Core Standards, I serve on the district's Unit Development team which creates units for each grade level which match curricula and Core Standards. This team each year has worked to refine the units, create formative and summative assessments aligned to the standards. The team works extensively during the summer and then throughout the school provides support to teachers as they implement the units. I was asked to be a Mathematical Instructional Coach for my school starting in the 2014 school year and continue on with that role during the 2015 year. In addition I was asked to be the Instructional Writing coach for my building as well. Both of these positions require intense coursework involving Instructional Coaching skills as well as in depth instruction regarding how Common Core has affected Mathematical and Writing instruction. These positions allow me the opportunity to work with the other teachers in my building on constant improvement. While working with them I find my instructional practices improving as well.

At the state level I worked on several standard setting committees as state standards and power standards were being developed. I worked specifically on math and science committees. More recently, I worked on a committee to revise the state math standards prior to the adoption of Common Core standards. I was a scorer for the 4th grade DMA in recent years. I have also worked with the PSC's committee for teacher accreditation for the past 11 years and have been involved one way or another with accrediting the teacher Education programs of all of the state colleges and I believe have chaired a review for each of these with the exception of ISU which I am co-chairing in the Fall of 2015. In addition, I

have worked with this committee to help develop and revise the accreditation and beginning teacher standards and the accreditation manual.

I have been on the PSC's Curriculum Selection committee for 2 appointments now and I still feel that this is one of the best professional development activities I have ever had. Each year I renew and deepen my knowledge of the standards, curricula, assessment, and teaching. This is an amazing opportunity to now only learn about my first grade standards but standards from ALL subjects K-12. It is so amazing to see what types of opportunities my first graders will have in the future! I would be honored to serve another term on this committee.

July 2, 2015

Dear Kathy,

As of tomorrow, I will be a resident of Las Vegas, NV. I will no longer be able to serve the Idaho SBOE as a standing member of the Curricular Materials committee. Thank you to the SBOE for the opportunity to serve in this capacity. I have learned so much about the selection process and recognizing quality materials.

Good luck to all. I will miss serving on the committee.

Tara L. Drexler, M.Ed. 6th/7th Social Studies RSMS TFSD #411

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TAB	DESCRIPTION	ACTION
1	LEWIS-CLARK STATE COLLEGE ANNUAL PROGRESS REPORT	Information Item
2	PRESIDENTS' COUNCIL REPORT	Information Item
3	IDAHO DIVISION OF VOCATIONAL REHABILITATION ANNUAL PROGRESS REPORT	Information Item
4	WORKFORCE DEVELOPMENT COUNCIL REPORT	Information Item
5	ACCOUNTABILITY OVERSIGHT COMMITTEE RECOMMENDATIONS	Information Item
6	IDAPA 08.0203.113, REWARDS – WAIVER	Motion to Approve
7	EXPANDED ALCOHOL SERVICE REPORT	Motion to Approve
8	BOISE STATE UNIVERSITY – ALCOHOL SERVICE – BASKETBALL GAMES	Motion to Approve

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LEWIS-CLARK STATE COLLEGE

SUBJECT

Lewis-Clark State College (LCSC) Annual Progress Report

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

This agenda item fulfills the Board's requirement for LCSC to provide a progress report on the institution's strategic plan, 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 Fernández will provide a 15-minute overview of LCSC's progress in carrying out the College's strategic plan. An overview of the points to be covered is provided in Attachment 1.

IMPACT

LCSC's strategic plan, based on its assigned role and mission from the State Board and supportive of the State Board's own strategic plan, drives the College's integrated planning, programming, budgeting, and assessment cycle and is basis for the institution's annual budget requests and performance measures reports to the Division of Financial Management and the Legislative Services Office.

ATTACHMENTS

Attachment 1 – Progress Report Overview

Page 3

BOARD ACTION

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

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Progress Report J. Anthony Fernandez October 21, 2015



Strategic Plan

- Goal 1: Sustain and enhance excellence in teaching and learning.
- Goal 2: Optimize student enrollment and promote student success.
- Goal 3: Strengthen and expand collaborative relationships and partnerships.
- Goal 4: Leverage resources to maximize institutional strength and efficiency.

Sustain and enhance excellence in teaching and learning

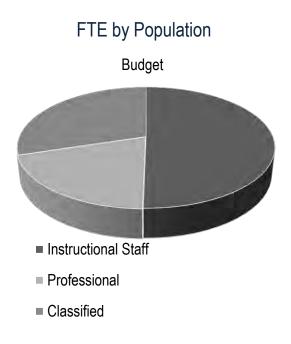
CEC – Line item request, enrollment growth strategies & private fundraising

Program prioritization enhancements

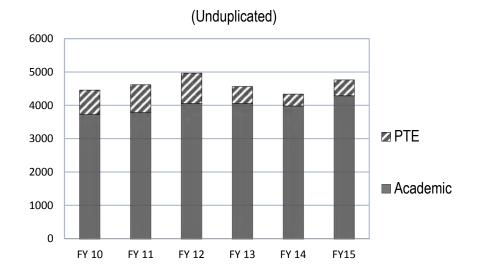
Teaching-Learning Center

Optimize enrollment / promote student success

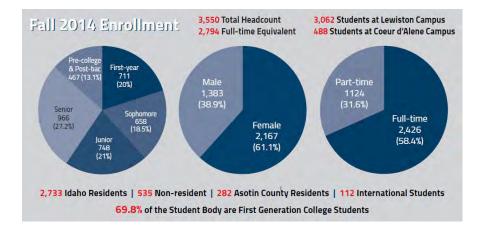
- All-time record of 753 graduates in 2015 and 844 degrees awarded
- Freshman class growth
- Focused, customized student engagement from inquiry to career
- Review and modernization of programs
- Early intervention for at-risk students program
- Non-traditional student degree offerings
- Online learning







A Closer Look at Annual Enrollment



Who is LC

New Freshmen Profile

Average ACT Composite	21
Average SAT Combined	931
Average High School GPA	3.21

Graduate Placement

Academic Graduates	94%
Technical Graduates	97%
Age Gr	oups
Under 18	294
18-24	1960
25-39	888
40 or over	408
24	28
Average Age for	Average Age
Academic Students	for PTE Students

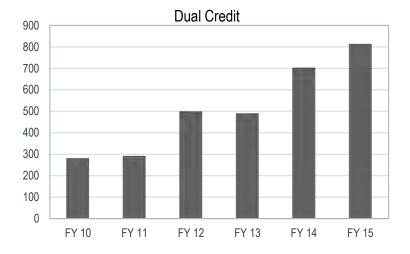
Race/Ethnicity

American Indian or Alaska Native	80 (2.2%)
Asian	34 (0.9%)
Black or African American	31 (0.8%)
Native Hawaiian or Other Pacific I	slander 11 (0.3%)
Hispanic or Latino	182 (5%)
Nonresident Alien	112 (3.2%)
Race/Ethnicity Unknown	83 (2.3%)
Two or More Races	85 (2.4%)
White	2,932 (82.6%)



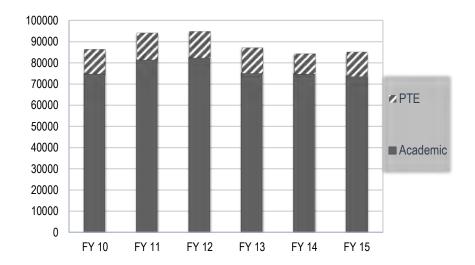
Students Receiving Financial Aid

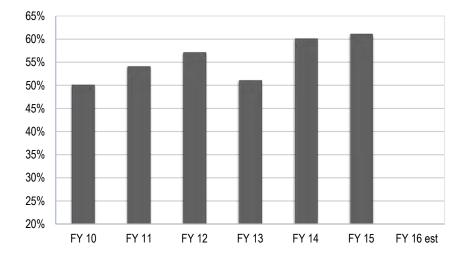




Pre-College Headcount

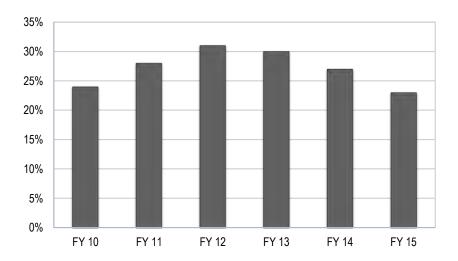
Student Credit Hours

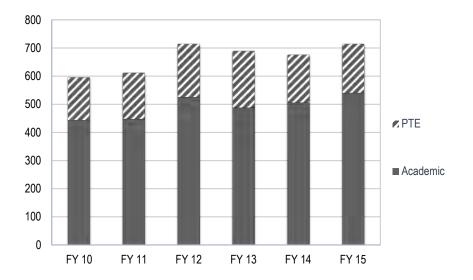




Retention Rate

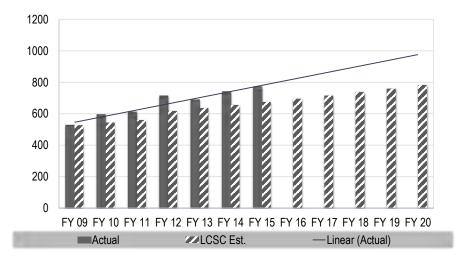
Graduation Rate

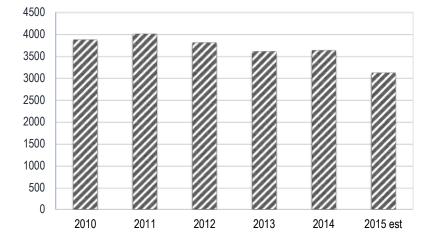




Graduates Receiving Degree/Certificate

LCSC Certificates and Degrees Awarded





Fall (census day) Headcount

Economic Development

PTE Programs meeting the needs of area businesses

- Energized Advisory Committees
- Development of new Early Childhood Development
 Program to meet the Nez Perce Tribe need
- Development and coordination of local industry multicraft apprenticeships
- Development of Pharmacy Tech Programs

Work Scholar Program

- Promising students with financial need
- 11 students
- 10 on campus sites / 1 off campus site
- Salary / Benefit
- Administrative mentor

Collaborations

State Entities

- Joint Facility in Coeur d'Alene
- Physical Therapy Assistant Program with NIC
- Teaching and Learning Center (K-12)
- Pharmacy Tech with NIC
- RN to BSN with CWI and NIC
- Engineering with UI
- INBRE-IDeA

Collaborations

Private Sector Entities

- LCSC, Nez Perce and Coeur d'Alene Advisory Council
- ATK
- Walla Walla Community
 College
- Washington State
 University
- Howell Munitions and Technology

- Nightforce
- Valley Vision
- Howell Machine
- Renaissance Marine
 Group
- Sea Port Machining
- Clearwater Paper
- St Joseph Regional Medical Center
- Kootenai Medical
 Center

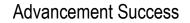
- Thunder Jet
- Potlatch Corporation
- Hydraulic

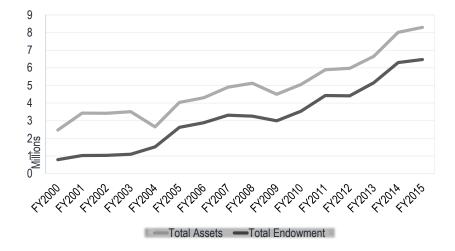
Warehouse

- Precision Machine
 - and Supply
- IBE
- Numerous hospitals
 & medical centers

Advancement

- Expansion of scholarships first generation, underrepresented, international, financial hardships and to students outside of north Idaho
- Endowment opportunities for faculty and staff research and assessment by grant type program
- Alumni Planned Giving Campaign





Outreach

- Adult Learning Center
- Grangeville Outreach Center
- Orofino Outreach Center
- Sandpoint Outreach Center
- LC Cares

New Building

- Clearwater Hall
- Tennis Center
- Kinder College
- Joint Facility in Coeur d'Alene

PRESIDENTS' COUNCIL

SUBJECT

Presidents' Council Report.

BACKGROUND/DISCUSSION

President Tony Fernández, Lewis-Clark State College President and current chair of the Presidents' Council, will give a report on the recent activities of the President's Council and answer questions. The Presidents' Council met on September 1, 2015 and October 6, 2015.

At the September meeting the Council discussed the legislative climate with Lieutenant Governor Little, the website NextSteps.Idaho.Gov., and a proposal on waivers for out of state community college graduates.

ATTACHEMENTS

Attachment 1 – September 1 Meeting Summary

Page 3

BOARD ACTION

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

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Higher Education Presidents' Council Summary September 1, 2015 12:00 p.m. to 2:00 p.m. MST 11:00 a.m. to 1:00 p.m. PST

Idaho State Board of EducationLocation:Large Conference Room650 West State St Boise, ID 83702

1. Legislative Climate

There are concerns with costs associated with the current fires and the increased cost of health care benefits due to the ACA. Lt. Gov. Little requested input from the presidents regarding a legislative resolution on the 60% Goal. Presidents expressed interest in changing the goal timeline. HEPC will continue the discussion with Lt. Gov. Little.

2. NextSteps.Idaho.Gov - Demo

The new college path website, <u>http://nextsteps.idaho.gov/</u>, for students' grades 8-12 and their families, was released and demonstrated to the group. The mobile device friendly website was developed through collaboration with SBOE members, school counselors, teachers, and students. The site provides students in each grade level action oriented steps to take, downloadable tools and resources that include information on direct admissions, paying for college, and a database with important dates, locations, and direct links to institutional websites.

3. Lead time on Board agenda items

If institutions plan to present the Board with matters of considerable substance, such as large capital projects, the Board should be informed of the pending agenda item well in advance. A framework for this process will be discussed in BAHR.

4. Open meeting law

PPGA

The Board is reviewing delegation of authority to institutional presidents. Institutions were reminded that decision making can't be delegated to Board committees because Board action requires a quorum of the Board. If there is a quorum, then it must a noticed public meeting.

5. Tuition credits to incentivize student behavior Carson Howell & Blake Youde

Board staff are considering incentives that would encourage students to successfully complete their college programs. Tuition discounts and other ideas were discussed. This will be on the agenda of a joint provost/financial VP meeting in October.

Matt Freeman

Matt Freeman

Lt. Gov. Little

Carson & Blake

6. CourseTransfer.Idaho.Gov

Carson & Blake

Currently the transferability of courses shown on this portal is based on historical practices. The course transfer data is uploaded annually by the institutions. Some institution registrars have indicated, however, that even though the portal says a course will transfer there is no guarantee that it actually will. The presidents agreed that students should be able to rely on the portal. Institutions still have to review transcripts for accreditation purposes.

7. Waiver for out of state community college grads – proposal Tony Fernández

A proposal was made to offer in-state tuition to students who have earned an associate of arts or science degree from any community college. It was alternatively suggested that the policy limiting out-of-state tuition waivers to 6% be increased to 15% of the institution's FTE. Institutions are to determine the fiscal impact of such a change for the December Board meeting.

8. Student Code of Conduct Policy

Chuck Staben

Delayed to next meeting

9. Board meeting locations

Delayed to next meeting

10.Next Meeting – Tuesday, October 6, 2015, 12:00 pm MST /11:00 am PST at Idaho State Board of Education, Large Conference Room or via conference call.

SUBJECT

Idaho Division of Vocational Rehabilitation (IDVR)

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

This agenda item fulfills the Board's requirement for IDVR to provide an annual progress report on the agency's strategic plan, details of implementation, status of goals and objectives and information on other points of interest in accordance with a schedule and format established by the Board's Executive Director.

Jane Donnellan, Administrator of the Division of Vocational Rehabilitation, will provide an overview of IDVR's progress in carrying out the agency's strategic plan.

ATTACHMENTS

Attachment 1 – Idaho Division of Vocational Rehabilitation Presentation Page 3

BOARD ACTION

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State Board of Education Presentation

October 2015









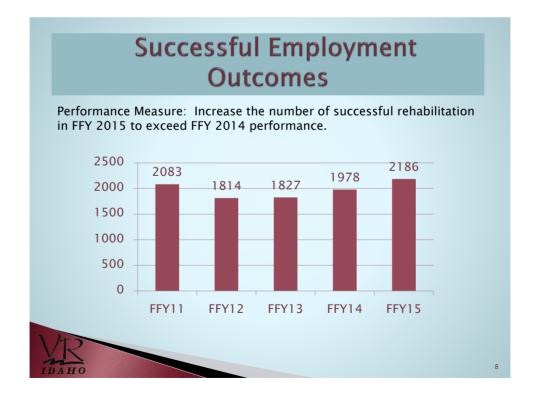


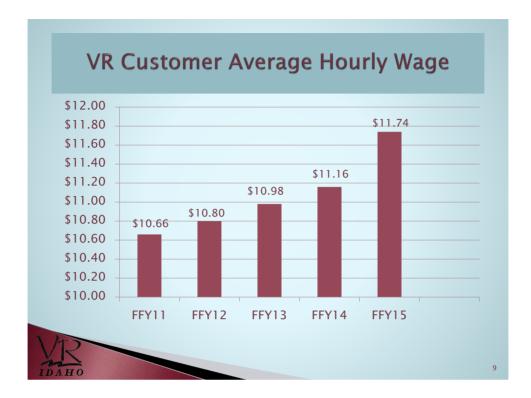
IDVR SUPPORTS POST SECONDARY TRAINING

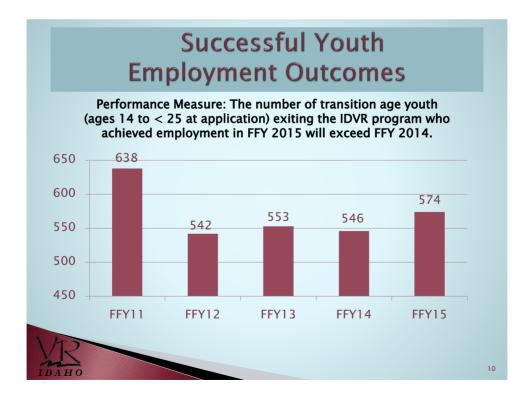
Success in training programs = Success in Employment

Post secondary funds are the second highest VR expenditures in FFY 2015

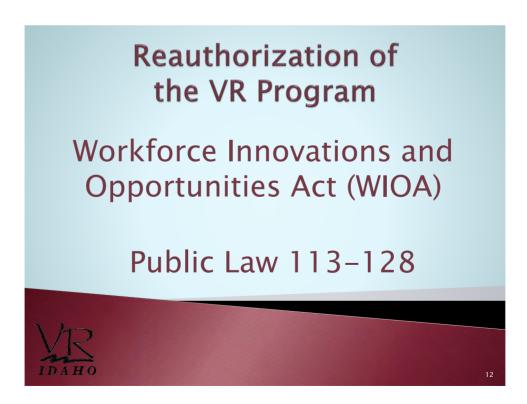


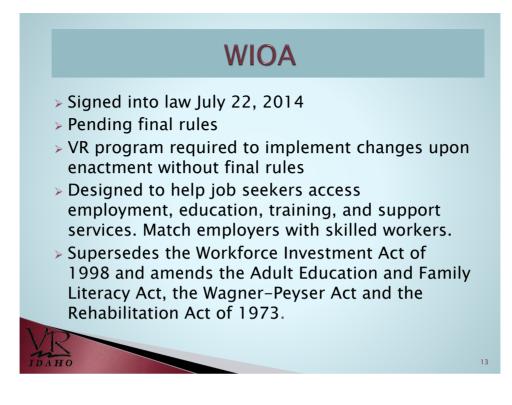
























WORKFORCE DEVELOPMENT COUNCIL

SUBJECT

Workforce Development Council Report

REFERENCE

April 19, 2012	Workforce and Development Council reported to Board on recent work and issues.			
June 20, 2013	Educational	Development Attainm ations to the Boa	ent	presented Taskforce

APPLICABLE STATUTE, RULE, OR POLICY

Section 72-1336, Idaho Code

Executive Order 2015-02 – Establishing the Workforce Development Council for planning and oversight of the state's workforce development system

BACKGROUND/DISCUSSION

The Workforce Development Council was created by Governor Phil Batt in 1996 by consolidating four advisory groups that dealt with workforce development issues. The Workforce Development Council has served as the state workforce board under the Job Training Partnership Act, the Workforce Investment Act and currently under the Workforce Innovation and Opportunity Act (WIOA). The Council's 26 members are constituted from the following:

- a. Representatives of business and industry shall comprise at least 40% of the members;
- b. At least 15% of the members shall be representatives of local public education, postsecondary institutions, and secondary or postsecondary vocational educational institutions;
- c. At least 15% of the members shall be representatives of organized labor based on nominations from recognized state labor federations;
- d. Representatives from the Department of Commerce, Department of Labor, the State Board of Education, Division of Professional-Technical Education and the Superintendent of Public Instruction; and
- e. A representative of a community-based organization.

The Council is responsible for advising the Governor and the State Board of Education as appropriate and at regular intervals on items that include but are not limited to:

- a. Development of the statewide strategy for workforce development programs;
- b. Development of the Workforce Innovation and Opportunity Act State Plan

- c. Preparation of the annual report to the US Secretary of Labor as required under section 103 of WIOA;
- d. Development and continuous improvement of comprehensive State workforce services and performance measures;
- e. Development of a statewide employment statistic program and a plan for comprehensive labor market information;
- f. Development of technological improvements to facilitate access to and improve the quality of workforce system services and activities; and
- g. Development of comments at least once annually on the Carl D. Perkins Vocational and Applied Technology Education Act.

To fulfill the responsibility of the Workforce Development Council as outlined in statute and executive order, Tim Komberec, Chair of the Workforce Development Council, will be making the Council's report to the State Board of Education.

ATTACHMENTS

Attachment 1 – Workforce Development Council Membership	Page 3
Attachment 2 – Workforce Innovation and Opportunity Act (WIOA)	
Overview	Page 5
Attachment 3 – Idaho Workforce Development Council Priorities	
and Redefined Goals, 2015	Page 9
Attachment 4 – Workforce Development Council Information on	
Industry Sector Grants and Micro Grants	Page 12

STAFF COMMENTS AND RECOMMENDATIONS

The Idaho Workforce Development Council was established to provide strategic direction and oversight of Idaho's workforce development system. The Council members represent business, workers, education, state and local government and community based organizations. The primary role of the Council is to advise Governor C.L. "Butch" Otter and the State Board of Education on strategies designed to yield high quality workforce investment services for Idaho's businesses, job seekers, and students.

BOARD ACTION

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

Members Shall Represent:	Number of Representatives Required	Name	Term Ends	Serving Term # (maximum 2)
Parent Training & Information Center	Minimum 1	Angela Lindig	6/30/2018	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	8/31/2018	1
Director of Vocational Rehabilitation	Minimum 1	Jane Donnellan	n/a	No Limit
Former Applicant or Recipient	Minimum 1	Lonnie Pitt	6/30/2018	1
Community Rehabilitation Program	Minimum 1	Lori Gentillon	6/30/2018	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

		VACANT		
VR Counselor	Minimum 1	Suzette Whiting	6/30/2018	1
Idaho's Native American Tribes	Minimum 1	Ramona Medicine Horse	6/30/2014	No Limit
		David Miles	6/30/2014	No Limit
State Independent Living Council	Minimum 1	Mel Leviton	9/30/2018	
Disability Advocacy groups	No minimum or maximum	Jayne Womack	6/30/2018	1
		Molly Sherpa	3/31/2017	1
		Mike Hauser	2/28/2018	1
updated 1/14/15				Total Mbrs 17

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014. WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. Congress passed the Act by a wide bipartisan majority; it is the first legislative reform in 15 years of the public workforce system.

WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. In general, the Act takes effect on July 1, 2015, the first full program year after enactment, unless otherwise noted.

WIOA PROGRAMS

WIOA brings together, in strategic coordination, the core programs of Federal investment in skill development:

- employment and training services for adults, dislocated workers, and youth and Wagner-Peyser employment services administered by the Department of Labor (DOL) through formula grants to states; and
- adult education and literacy programs and Vocational Rehabilitation state grant programs that assist individuals with disabilities in obtaining employment administered by the Department of Education (DoED).

HIGHLIGHT OF WIOA REFORMS

Streamlines and Strengthens the Strategic Roles of Workforce Development Boards: WIOA makes state and local boards more agile and well-positioned to meet local and regional employers' workforce needs.

- State and local boards must coordinate and align workforce programs to provide coordinated, complementary, and consistent services to job seekers and employers.
- Business continues to contribute to strategic development and other activities by maintaining a leadership role on the boards and forming the majority of workforce board members.

Requires States to Strategically Align Workforce Development Programs: WIOA ensures that employment and training services provided by the core programs are coordinated and complementary so that job seekers acquire skills and credentials that meet employers' needs.

- Every state will develop and submit a four-year strategy in the form of a single unified strategic plan for core programs for preparing an educated and skilled workforce and meeting the workforce needs of employers.
- States can include other key partners in their plans such as Temporary Assistance for Needy Families (TANF) and Perkins career and technical education programs.

Promotes Accountability and Transparency: WIOA ensures that Federal investments in employment and training programs are evidence-based and data-driven, and accountable to participants and tax-payers.

- Core programs are required to report on common performance indicators that provide key employment information, such as how many workers entered and retained employment, their median wages, whether they attained a credentials, and their measurable skill gains.
- Core programs must measure the effectiveness of services to employers for the first time.
- DOL and DoED, with input from stakeholders, will establish a common performance accountability system for the core programs.
- Negotiated levels of performance for the common indicators will be adjusted based on a statistical model that takes into account economic conditions and participant characteristics.
- Performance reports for states, local areas, and eligible training providers will be publicly available.
- Programs will be evaluated by independent third parties at least every four years.

Improves the American Job Center (AJC) System: WIOA increases the quality and accessibility of services that job seekers and employers receive at their local AJCs.

- States will establish criteria to certify AJCs at least every three years to ensure continuous improvement, access to services (including virtual access), and integrated service delivery for job seekers and employers.
- Key partners and services will be available at AJCs through the co-location of the Wagner-Peyser Employment Service and the addition of the TANF program as a mandatory partner.
- The workforce system will have a common identifier so workers that need employment or training services and employers that need qualified workers can easily find their local AJC.

- The Secretary of Labor, with input from a new advisory council, other Federal agencies, and states will develop and implement plans to improve the national workforce and labor market information system and help job seekers make informed career choices.
- States and local areas are encouraged to improve customer service and program management by integrating intake, case management, and reporting systems.
- AJC partner programs will dedicate funding for infrastructure and other shared costs.

Improves Services to Employers and Promotes Work-Based Training: WIOA contributes to economic growth and business expansion by ensuring the workforce system is job-driven, matching employers with skilled individuals.

- State and local boards will promote the use of industry and sector partnerships to address the workforce needs of multiple employers within an industry.
- State and local boards are responsible for activities to meet the workforce needs of local and regional employers.
- Local areas can use funds for demonstrated effective strategies that meet employers' workforce needs, including incumbent worker training, Registered Apprenticeship, transitional jobs, on-the-job training, and customized training.
- Employers are incentivized to meet their workforce needs and offer opportunities for workers to learn with increased reimbursement rates for on-the-job and customized training.

Provides Access to High Quality training: WIOA helps job seekers acquire industry-recognized credentials for in-demand jobs.

- Training that leads to industry recognized post-secondary credentials is emphasized.
- States and local areas will use career pathways to provide education and employment and training assistance to accelerate job seekers' educational and career advancement.
- Local areas have additional procurement vehicles for training to increase customer choice and quality, including individual training accounts, pay for performance contracts, and direct contracts with higher education.

Improves Services to Individuals with Disabilities: WIOA increases individuals with disabilities' access to high quality workforce services and prepares them for competitive integrated employment.

- AJCs will provide physical and programmatic accessibility to employment and training services for individuals with disabilities.
- Youth with disabilities will receive extensive pre-employment transition services so they can successfully obtain competitive integrated employment.
- State vocational rehabilitation agencies will set aside at least 15 percent of their funding to provide transition services to youth with disabilities.

• VR state grant programs will engage employers to improve participant employment outcomes.

Makes Key Investments in Serving Disconnected Youth and Other Vulnerable Populations: WIOA prepares vulnerable youth and other job seekers for successful employment through increasing the use of proven service models services.

- Local areas must increase the percentage of youth formula funds used to serve out-of-school youth to 75 percent from 30 percent under current law.
- Local areas must spend at least 20 percent of youth formula funds on work experience activities such as summer jobs, pre-apprenticeship, on-the-job training, and internships so that youth can are prepared for employment.

Reference: http://www.doleta.gov/WIOA/Overview.cfm

C.L. "BUTCH" OTTER Governor



TIM KOMBEREC Chair

B.J. SWANSON Vice Chair

Idaho Workforce Development Council

Priorities and Redefined Goals

2015

On April 8, 2015, the Workforce Development Council revisited the goals and strategies identified by the 2011 Council. The Council redefined the goals and identified priority strategies to direct the Council's work.

Highlighted items directly relate to Idaho's education system. <u>Underlined</u> items are priority strategies for the Council.

Priority Items

The following are priority items taken from the redefined goals.

Priority #1 - Target key industries using a sector strategy

Priority #2 - Enhance opportunities for lifelong learning by expanding delivery options

Priority #3 - Support a comprehensive educational system for all students K-16+ that included rigorous school-based learning and relevant work-based learning

Redefined Goals

<u>GOAL #1</u>

Promote policies that align workforce, education, economic development, and entrepreneurship to meet industry and employer's workforce needs.

A. Target key industries using a sector strategy

- B. Leverages public and private resources
- C. Set measureable targets by key industry and track progress

<u>GOAL #2</u>

Facilitate development of an Idaho workforce that is highly skilled and committed to continuous learning.

- A. Ensure that students and adults are aware of career choices available to them:
 - 1. Make e-CIS and other career information universally available
 - Provide access to trained career facilitators and counselors to assist in career decisions
 - Expand the use of technology and businesses to train facilitators, counselors and other staff who provide guidance to students and career changers
 - 4. Utilize senior executives, trade associations and others to expand awareness of need for further learning
 - Explore use of the Idaho Education Network and social media to expand awareness of careers and job opportunities
 - 6. Identify and promote career pathways within occupations to enhance career options and ease transitions.
 - 7. Provide access to low-skilled and at-risk youth and adults, dislocated workers and others with barriers to a full range of information and supports to prepare for work that leads to economic self-sufficiency.
- B. Promote strategies that ensure students are college and career ready by:
 - 1. Increasing access to quality early childhood education
 - Expanding access and use of technology
 - Increasing access to advanced placement, dual credits and other opportunities to encourage college attendance
 - Providing a safety net to retain or return at risk students to the classroom
 - Align high school graduation requirements with postsecondary entrance requirements
 - Increase options to integrate adult basic skills and English language training with occupational/technical training to facilitate entry of students to postsecondary education and technical training programs.
 - 7. Support reforms to increase skills in STEM subjects (science, technology, engineering and math) including applied academics

- C. Enhance opportunities for lifelong learning by expanding delivery options such as:
 - 1. Stackable credentials
 - 2. Compressed scheduling
 - 3. On-line and distance learning
 - 4. Modularized curriculum
 - 5. Other alternative learning modalities

GOAL #3

Support a comprehensive education and workforce delivery system

- A. Maintain a quality One-Stop Career System that connects employers and workers and facilitates access to workforce services, education services and information.
- B. Enhance coordination among workforce system partners and streamline services by eliminating duplication and ineffective or unnecessary practices.
- C. Provide access to information, financial aid and other supportive services that allow all workers to obtain education and training leading to employment.
- D. Coordinate a system of work supports for low-income workers to help them stay employed and move toward economic self-sufficiency (e.g. food stamps, child care, and housing) and provide safety nets to those who are in transition in the workforce.
- E. <u>Support a comprehensive educational system for all students K-16+ that includes</u> rigorous school-based learning and relevant work-based learning.
- F. Improve the effectiveness of the workforce system through the creation of an accountability system that includes:

1) Implementation of common core measures in K-12 education

 Implementation of a longitudinal data system that interfaces with the workforce

system to track outcomes of Idaho student achievements and program success

G. Credit for Prior Learning – create a statewide portfolio approval process for awarding credits based on prior learning and experience.

H. Career and College Counseling – support innovative and evidence based career and college counseling programs and include Education Transparency Metrics as part of this effort

Workforce Development Council Industry Sector Grants

Background

The Educational Attainment Task Force identified eight recommendations that would help achieve the goal of ensuring sixty percent of Idaho workers will have a degree, certificate, industry recognized credential or apprenticeship beyond high school by 2020. In the spring of 2013, the council adopted one of these recommendations - to establish a grant program using the state's Workforce Development Training Fund (WDTF) to incentivize industry-education partnerships to more effectively meet industry's employee skill-shortage needs.

Projects

The WDTF Industry Sector Grant pilot program made available \$3,000,000 to award three grants during its initial pilot phase. Idaho public post-secondary institutions were eligible to apply for a two-year WDTF Industry Sector Grant for up to \$1,000,000 per project. The Idaho Department of Labor issued a Request for Proposal (RFP) once it was approved by the council. The draft guidelines and criteria for this grant are listed below.

During the first phase, three awards totaling \$1.8 million were distributed around the state. Because of the intense interest in the grant effort, the council initiated a second pilot phase, awarding three additional grants totaling \$900,000. The projects in the first phase were able to impact 177 individuals, providing training with earning potentials from \$16 to \$42/hr, depending on their occupation and industry. The second phase, initiated in April 2015, plans to train 226 individuals with earning potentials ranging from \$12.50 to \$41/hr again, depending on the industry.

Purpose

The goal of the WDTF Industry Sector Grant is to increase employment and wages of Idaho workers by providing training to meet the needs of industry sector(s) to develop an applicant pool of skilled workers for Idaho businesses. Grant funds may be used by schools to develop new training programs or modify existing programs or building capacity to meet this need.

Guidelines

- Applicant must meet the following requirements:
 - 1. An Idaho public postsecondary institution,
 - 2. A minimum of three businesses who have the similar occupational training needs,

- 3. A 25 percent cash match from business partners (in-kind contributions do not contribute to the minimum threshold),
- 4. A targeted occupation labor market analysis that identifies the training needs for the industry
- The grant recipient and grant administrator is the public post-secondary institution
- The sector partner cash match will be required upfront when the project begins
- Partner businesses must sell a majority of their products or services (more than 50%) outside the area in which they are located
- Occupations must pay \$12+ an hour as supported with labor market information or pledged by employer partners
- Administrative costs will not exceed five percent of the WDTF grant award
- Equipment can be purchased with the 25 percent cash match; grant funds cannot be used to purchase equipment
- Grant will be approved for two years with the option for a one year no cost extension if outcome benchmarks are met

Expected Outcomes

- Increased number of trained workers who obtain employment
- Increased number of trained workers who obtain a wage gain or promotion
- Increased number of workers receiving an industry recognized credential and/or academic credit

Evaluation Process

- Staff members from the Idaho Department of Commerce, the Idaho Department of Labor, and the State Board of Education will score each qualifying grant application that meets the minimum criteria and rank them based on the criteria listed below.
- The directors of the Idaho Department of Commerce and the Idaho Department of Labor will make the final selection of the three pilot grantees based on the information provided by the scoring team

Minimum Criteria

- Industry sector partnership consisting of Idaho public postsecondary institution and a minimum of three Idaho employers formalized by a single MOA
- 25 percent cash match from business partners (in-kind contributions do not contribute to the minimum threshold)
- Labor market analysis for the targeted occupations(s)

MICRO GRANTS

BACKGROUND:

Idaho is facing a shortage of skilled workers, particularly in rural areas. This problem will become greater as the baby boomers leave the state's workforce. In rural areas, communities and businesses are faced with the additional challenge from the outmigration of youth.

In July, the Workforce Development Council developed a micro-grant program to encourage creative and innovative training solutions to local workforce challenges and to encourage youth and young adult workers to stay in their communities. The program provides up to \$25,000 per award to assist grantees develop these solutions. The total grant program budget is not to exceed \$500,000,

Participation and oversight includes:

- Targeted youth and young adults in areas where training is limited.
- Participation by local businesses, education, economic development organizations and local government.
- Matching contributions by participants, including required cash participation.
- Competitive award criteria and accountability as determined by an oversight committee selected by the Workforce Development Council. Committee members would include representatives from the WDC, the Idaho Department of Labor, the Idaho Department of Commerce, the Division of Professional-Technical Education and the Idaho Rural Partnership.

The grants are intended to supplement, but not to supplant or compete with, money available through existing training programs. The grants may be used to:

- Provide training for skills necessary for workforce development opportunities for business expansion or retention initiatives or new business opportunities.
- Provide training to upgrade the skills of currently employed workers.
- Create or expand training partnerships among businesses and education.

EXPECTED OUTCOMES:

- Development of creative and innovative approaches to local workforce development issues through the partnerships of local businesses, education, economic development organizations and local government.
- Contribution to meeting the state's goal of achieving 60% of 25-34-year-olds achieving a degree or certificate.
- Identification of new workforce development approaches, particularly in rural areas.
- Assistance in stemming the out-migration of youth and young adult workers.

Because this grant opportunity is so new, only two grant awards have been fully executed. However, eight others are currently pending and look to make a significant difference in many rural areas throughout the state.

SUBJECT

Accountability Oversight Committee Statewide Accountability System Recommendations

REFERENCE

April 2010	Board approved second reading of Board Policy III.AA, I.Q. creating the Accountability Oversight Committee
June 2015	Board approved second reading to amend Board Policy I.Q. allowing state superintendent to send a designee to serve in her place.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.AA. Accountability Oversight Committee

BACKGROUND/DISCUSSION

The Accountability Oversight Committee was established in April 2010 as a committee of the Idaho State Board of Education. The committee is responsible for making recommendations to the Board on the effectiveness of the statewide student achievement system and improvements or changes to the system.

The committee has met five (5) times since July 2015 to develop recommendations for a revised K-12 statewide accountability system for the consideration of the State Board of Education. Attached is the committee's report; a summary of recommendations by topic follows:

Performance Measures

- We recommend the state adopt an accountability model that includes separate performance measures for three (3) types of schools: Elementary and Middle Schools, High Schools, and Alternative High Schools. Please see the full report for the committee's recommendations on the specific performance measures to which each type of school should be held accountable.
- We recommend the graduation rate calculation be adjusted by extending the period for students to complete graduation requirements through the summer.

Student Growth Calculations

• We recommend the state adopt a new model for calculating student growth and recommend consideration of the Trajectory / Growth to Standards model.

Scoring and Reporting

- We recommend that schools performance information be provided to the public, but that schools not receive a single, summative score or performance rating.
- We recommend that the school report card data be presented online in a manner that is clear, user-friendly, and interactive. The report card should allow stakeholders to view summarized data and to be given options to delve more deeply into data (see grade or group performance) as desired.

ATTACHMENTS

Attachment 1 – Accountability Oversight Committee K-12 Statewide Accountability System Recommendations

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The Department of Education will be bringing a draft forward with proposed amendments to Idaho's Elementary Secondary Education Act waiver request to the Board in December as an information item, with final approval scheduled for consideration at the February 2016 Board meeting. The committee is providing these recommendations at this time so that the Board may ask questions and take them into consideration when deliberating the State's new federal accountability system that will be included in the final waiver request.

BOARD ACTION

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

Accountability Oversight Committee K-12 Statewide Accountability System Recommendations

Members:	
Spencer Barzee (Chair)	Superintendent, Westside School District
Linda Clark	Member, State Board of Education
Debbie Critchfield	Member, State Board of Education
John Goedde	Former Idaho State Senator and School Board Trustee,
	Coeur d'Alene District #271
Deborah Hedeen	Dean, College of Education, Idaho State University
Jackie Thomason	Chief Academic Officer, West Ada School District
Alison Henken (staff support)	K-12 Accountability and Projects Manager, Idaho Office of the
	State Board of Education

Subcommittee Charge:

To provide recommendations regarding the re-development of the statewide K-12 school accountability system.

Guiding Principles:

We support an accountability system that:

- 1. Includes multiple measures which provide meaningful, trustworthy data and aid schools in building a culture of student achievement and school improvement.
- 2. Reports results responsibly to accurately depict student achievement.
- 3. Is flexible in its application to school design and considers schools' unique situations.

Recommendations:

- 1. We recommend the state adopt an accountability model that includes separate measures of success for Elementary and Middle Schools, High Schools, and Alternative High Schools.
 - a. We recommend the groups be divided in the following manner:
 - The Elementary and Middle Schools category will include all schools who do not have a 12th grade and have available data (schools who do not have 3rd grade and above will not have ISAT data and will not be included in rating or scoring).

- The High Schools category will include all non-alternative schools who have a 12th grade.
- The Alternative High Schools category will include all schools who have a 12th grade<u>, meet the requirements in Admin Rule</u>, and have been designated as an alternative school by the Idaho State Department of Education.
- b. We recommend the following measures be included in the accountability system for the identified groups:

	Elementary & Middle Schools	High Schools	Alternative High Schools
	ISAT Participation (goal = 95% or higher)	ISAT Participation (goal = 95% or higher)	ISAT Participation (goal = 95% or higher)
Proficiency	ISAT Proficiency (% students who score proficient or advanced)	ISAT Proficiency (% students who score proficient or advanced)	ISAT Proficiency (% students who score proficient or advanced)
Growth	ISAT Growth (% students who meet growth trajectory target)		ISAT Growth (% students who meet growth trajectory target)
Readiness		Advanced Opportunities (concurrent credits, AP courses, etc.)	Credit Recovery (% of students who recovered credits)
Postsecondary and Career Readiness		PTE certificates	PTE certificates
ondary		4-year cohort graduation rate	4-year cohort graduation rate
Postsec			6-year cohort graduation rate up to age 21

2. We recommend the state require Idaho Standards Achievement Test (ISAT) testing for all general high school students in 10th grade only.

- a. All 10th grade students shall be required to take the ISAT. 10th grade ISAT results shall be used for the ISAT proficiency calculations for high school accountability.
- b. Students who do not demonstrate proficiency in 8th grade should be required to continue to test yearly in non-required grades (9th, 11th, 12th) until they demonstrate proficiency.

c. Alternative schools should be required to test all students in 9th, 10th, and 11th grades, as demonstration of student growth is critical in alternative settings.

3. We recommend the state adopt a new model for calculating student growth.

- a. The Student Growth Percentile model used in the state's Star Rating system was complex, making it difficult to effectively explain to families and stakeholders.
- b. The committee recommends a Trajectory / Growth to Standards model. More information about the recommended growth model is provided in Appendix A.
 - This is a relatively simple statistical model, with straightforward calculations that make it easy to understand. It will require underlying policy decision to determine what it means for a student to be "at standard." Specifically, the state will need to establish a policy that clearly establishes how students' trajectory lines will be created and whether the policy will be the same for all students or will vary for different groups (ELL, advanced students, etc.). These underlying policy decisions will give the model additional complexity/depth.

4. We recommend that the graduation rate calculation be adjusted by extending the period for students to complete graduation requirements through the summer.

- a. This would ensure that students who complete graduation requirements during the summer after their senior year and, therefore, graduate in that year are included as a completer in the school's graduation rate.
- b. This is a logical change, as it will result in the period for the current cohort ending when the new cohort begins.

5. We recommend that school performance information be provided to the public, but that schools not receive a single, summative score or performance rating.

- a. The committee recognizes the following issues with giving schools a summative performance score (such as 1 to 5 Stars):
 - School design and demographics have an impact on how likely a given school's students are to perform well in proficiency or growth categories (for instance, schools with many high performers typically see less growth in a given year than those with more struggling students). As a result, it is impossible to establish one process for weighting proficiency and growth measures that is appropriate for all schools. This increases the likelihood that schools will be misidentified. Furthermore, by

weighting categories at the state level for the purposes of giving schools a summative score, schools will be inclined to focus on the areas that are emphasized by the state, rather than identifying the areas of focus that best fit their schools' needs and design.

• Summative performance scores are broad categories, which results in a watering down of the actual results. For instance a 2 Star school might be at the bottom of that category one year and at the top of the category the next year. The tendency of the public is to see the school as a 2 Star school and to not recognize the improvement made.

6. We recommend that school report card data be presented online in a manner that is clear, user-friendly, and interactive.

- a. We recommend that an interactive dashboard be used in order to allow stakeholders to easily view summary data while also being able to dig deeper into the data in order to more fully understand schools' performance. For instance, the summarized proficiency data for all students would be presented on the dashboard, but the user could click on the summary image and be guided to other data that could be viewed, such as the proficiency by grade or subgroup. A visual example of the committee's recommended dashboard format is provided as Appendix B.
- b. We recommend that the school report card include a hyperlink to schools' local report cards and/or performance measures.

Definitions of Key Terms

Credit Recovery: "A structured means for students to earn missed credit in order to graduate."1

Appendices

- A. Information on the Trajectory / Growth to Standards student growth calculation model
- B. Visual representation of the committee's recommended school report card dashboard
- C. ISAT by Smarter Balanced High School to Postsecondary Transition Framework

References

¹ Center for Public Education, n.d

¹ Center for Public Education (n.d.). "Credit Recovery Programs- Full Report." Web at <u>http://www.Centerforpubliceducation.org/Main-Menu/Staffingstudents/Credit-recovery-programs/Credit-recovery-programs-full-report.html</u>

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SUBJECT

IDAPA 08.02.03.133 Reward - Waiver

REFERENCE

October 2014

Board waived the Administrative Rule 08.02.03.133 – Reward (Schools)

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative code, IDAPA 08.02.03 - Section 113, Reward

BACKGROUND/DISCUSSION

Since 2007, the Board has recognized Idaho K-12 schools who meet very rigorous performance requirements.

The Distinguished Schools Award is given to the highest performing public schools within the state. For a school to receive this award they must met the following criteria in accordance with IDAPA 08.02.03, Subsection 113:

- a. Achieved a Five-Star Rating for at least two out of the last three years;
- b. Received no less than a Four-Star Rating in the last three years;
- c. Meet the Annual Measurable Objectives (AMOs) in all subjects for overall students and all subgroups as outlined in subsection 112.04.d.;
- d. Be among the top five percent of schools in all students proficiency; and
- e. Be among the top ten percent of schools in the proficiency gaps between the highest and lowest achieving subgroups and between the at-risk and not at-risk subgroups

This rule was initially waived due to the transition between the previous version of the Idaho Standards Achievement Test and the new versions of the assessment. Due to these changes there were no student proficiency or growth scores that could be used to calculate the distinguished schools as required by the rule. The state is now transitioning between the Five-Star Rating system and a system that is yet to be determined, since the current calculations are dependent on the Five-Star Rating system it is not possible to calculate the reward schools again this year.

IMPACT

Board approval will waive the requirement that the State Board of Education rate schools based on the criteria outlined in the administrative rule and that those schools be recognized at the annual October Board Meeting.

ATTACHMENTS

Attachment 1 – IDAPA 08.02.03.113

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

While Distinguished School Awards are unable to be calculated based on the formula specified in Administrative Rule this year, the Elementary Secondary Education Act (ESEA) waiver request previously approved by the Board does include a provision for recognizing high performing schools. The Department of Education will determine and notify the high performing schools as specified in the waiver.

Once the final amendments to the states new accountability system have been determined Board staff will work with Department of Education staff to bring amendments forward for Board consideration of this section of Administrative Rule. It is anticipated at this time, that staff will be able to bring these amendments forward in the Spring of 2016.

BOARD ACTION

I move to waive IDAPA 08.02.03, subsection 113 Rewards for the 2015-2016 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No ____

IDAPA 08.02.03

113. REWARDS.

01. Distinguished Schools. Distinguished School Awards are designed to recognize the highest performing schools. A school shall be recognized as a "Distinguished School" based on the following criteria:

a. Achieved a Five-Star Rating for at least two (2) out of the last three (3) years;

b. Received no less than a Four-Star Rating in the last three years;

c. Meet the Annual Measurable Objectives (AMOs) in all subjects for overall students and all subgroups as outlined in Subsection 112.04.d.

d. Be among the top five percent (5%) of schools in all students proficiency; and

e. Be among the top ten percent (10%) of schools in the proficiency gaps between the highest and lowest achieving subgroups and between the at-risk and not at-risk subgroups.

02. Determination by State Department of Education. The State Board of Education will determine the schools eligible for the Distinguished School award each year based upon the criteria outlined in Subsection 113.01. The State Department of Education will provide the list of schools meeting the specified criteria to the State Board of Education no later than August 30th of each year. The State Board of Education will recognize the schools no later than the annual October Board Meeting.

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SUBJECT

Expanded Alcohol Service during Home Football Games Pilot - Report

EFF	RENCE	
	June 2015	Pursuant to Board Policy I.J.2.c., the Board approved a request to establish secure areas where alcohol service would be provided during a pregame events at Boise State University (BSU) in the Caven Williams Sports Complex for the 2015 home football season, a potential conference championship game, the Famous Idaho Potato Bowl, and the 2016 spring game; and at the University of Idaho (UI) in the Kibbie Dome Club Seating area, the North Kibbie Field.
	September 2015	Pursuant to Board Policy I.J.2.c., the Board approved UI's request to allow general admittance ticket holders to enter the alcohol service areas, with the caveat that

UI's request to allow general admittance ticket holders to enter the alcohol service areas, with the caveat that students and unaccompanied minors would not be allowed to enter the alcohol service area. Additionally, alcohol service was to be separated from general food service areas. Board approval was on a pilot basis; the UI and BSU report to the Board at the October Board meeting regarding the events.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

At the June 2015 Board meeting, the Board approved pregame alcohol service for the University of Idaho, Idaho State University and Boise State University (BSU). There was a misunderstanding regarding the conditions under which Boise State University's service were approved. On September 3, 2015 the Board held a special meeting to consider the request by the UI for expanded service during the its home football games and to provide clarification of the approval previously granted to BSU.

At the meeting the Board waived a portion of Board policy I.J. to allow for the expanded alcohol service on a pilot basis with additional caveats. The Board requested that UI and BSU report back to it at the October Board meeting, the Board could then consider whether the approval would be expanded to the entire football season, or rescinded.

ATTACHMENTS

Attachment 1 – University of Idaho ReportPage 3Attachment 2 – Boise State University ReportPage 24

STAFF COMMENTS AND RECOMMENDATIONS

Based on the discussion during the September 3, 2015 Special Board meeting Board staff requested that UI and BSU report on the following areas:

- University conformance with Board policy I.J.
- Annual attendance at home games for the previous three years
- Attendance at games this year with the expanded alcohol service
- Reports of any parental, student or staff concerns on expanded alcohol service or complaints
- Number of alcohol related incidents at the event and on campus overall including: number of complaints per home game specific to behavior at the event, on campus overall per game, number of altercations with or without alcohol on campus
- For previous three years number of complaints per home game specific to behavior at the event, on campus overall per game, number of altercations with or without alcohol on campus
- Any decrease in amount of tailgating (drinking in parking lots)
- Number of participants who attended the events (for previous three years including this year)
- Cost of the added security and staff to manage the events this year over previous years.
- Volume of alcohol served at events for this year and previous three years.

For those elements that the institutions did not have previous year data for they were asked to indicate the data was not available.

BOARD ACTION

I move to extend the approval of expanded alcohol service for the University of Idaho and Boise State University during home football games for the 2015-2016 football season, waiving the invitation requirement in Board policy I.J.2. for the same time period.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

OR

I move to rescind the approval of expanded alcohol service for the University of Idaho and Boise State University and the waiver of the invitation requirement in Board policy I.J.2.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

University of Idaho Report on Conformance to Board Policy I.J.2 Response to Questions on Home Football Game Statistics

1. How is the university conforming to Board policy I.J.2 at home football games.

- a. Board Policy I.J.2 addresses possession, consumption and sale of alcoholic beverages at institutional facilities. Subsection 2.c sets out specific criteria for service of alcoholic beverages in conjunction with home football games, with alcohol service banned for events in conjunction with all other NCAA sports. Subsection 2.d. contains an added insurance/indemnification amount for NCAA football bowl games hosted by an institution.
- b. The University conforms to the requirements of Policy I.J.2.c in the fashion set out in the annual request for approval submitted at the June board meeting, as well as any adjustments to the request or applicable board policy contained in the approval motion passed by the Board. These requests apply to both pre-game events as well as alcohol beverage service in the enclosed Litehouse Center premium seating area within the ASUI-Kibbie Dome.
 - i. Alcohol service in the Litehouse Center has remained the same since its inception in 2012. Alcohol beverages, as well as food and non-alcohol beverages are provided by Sodexo to ticket holding patrons of the premium seats in the Litehouse Center. A copy of the agenda materials from the June board meeting which describe the specifics of this service are attached.
 - ii. Alcohol service at the University's pre-game event changed in 2015 per the Board's approval motion on September 3, 2015. The Fan Zone facility is utilized for the University and sponsor events under the format approved in the motion. No invitation is required for entry into the main area of the facility. This areas contains University promotions, including bookstore gear and clothing sales as well as a Kids Zone. Food and non-alcohol beverages are available in the main area. There is a separate area in the Fan Zone where alcohol beverages, as well as food and non-alcohol beverages are served. Entry into this area is restricted to individuals holding game tickets (student tickets do not qualify) who are over the age of 21. Per the Board's motion, the University does not allow under-age children to accompany their parents/guardians into this area. No-one is allowed to bring alcohol beverages into the Fan Zone. Alcohol beverages purchased in the set-aside area inside the Fan Zone cannot be taken outside of the set-aside area. The specifics of the Fan Zone are as set out in the agenda materials for the September 3 Board meeting, a copy of which is attached.
- c. The University has not hosted an NCAA football bowl game during the time that Board Policy I.J.2.d has been in effect.

2. Annual attendance at home football games for the previous three years

a. See Attachment A

3. Attendance at games this year with the expanded alcohol service

a. See Attachment A

4. Reports of any parental, student or staff concerns on expanded alcohol service or complaints

- a. Facility is a waste of money
- b. Alcohol is too expensive
- c. Children are not allowed in alcohol area with their parents
- d. Students are not allowed in alcohol area
- e. Complaints related to individuals being unaware of policies and needing to return to vehicles for ID at ID Check points
- f. No issues or complaints related to behavior at the Fan Zone have been relayed by our Alcohol Enforcement contractor

- 5. Number of alcohol related incidents at the event and on campus overall including: number of complaints per home game specific to behavior at the event, on campus overall per game, number of altercations with or without alcohol on campus current year to date and past three seasons:
 - a. There have been no incidents related to alcohol or behavior at the University's pre-game events. For game-day incidents related to alcohol or altercation behavior at the Kibbie Dome area (Stadium and associated parking) as well as the rest of the campus see Attachment A.
- 6. Any decrease in amount of tailgating (drinking in parking lots)
 - a. University security personnel have not noticed an increase or decrease in the tailgate area in the first three games of 2015
- 7. Number of participants who attended the events (for previous three years including this year)
 - a. See Attachment A Numbers for participants in 2015 to date are based on estimates of all entering the Fan Zone. Numbers for participants in pre-game events for 2012-2014 are based on RSVPs received for each event. Each RSVP is generally for a couple who may also bring 1-2 guests.
- 8. Cost of the added security and staff to manage the events this year over previous years.
 - a. 1 Supervisor and 3 Alcohol Enforcement Personnel \$256.00 per game
- 9. Volume of alcohol served at events for this year and previous three years.
 - a. See Attachment A

Attachments

Items 2, 3, 5, 7 & 9 – Attachment A Item 1.b.i – Litehouse Center Agenda Materials Item 1.b.ii – 2015 Fan Zone Agenda Materials

	Attachme	nt A:
	Football Home Game Da	ays (Kick-off Time)
	Game Attendance and Pre-g	game Event attendance
	Summary of Alcohol Service and Alcohol Related Bel	havior Incidents on Home Football Game Days ¹
Year	Game Information	Behavior incidents
2015	Thu, Sep 03 Ohio University (6:00 PM)	1 Alcohol incident: 8:14PM MIP on Main Campus
	Game Attendance 11,587	5 Other Behavior Incidents: Suspicious Behavior (2),
	 Pre-game event attendance – Estimated 1,200 	Theft, Marijuana Odor, & Hit and Run all on Main
	Alcohol Service Volume: (\$ Sales)	Campus
	 Litehouse Suites - \$2,239.97 	
	 Fan Zone - \$847.00 	
	Sat, Sep 19 Wofford (2:00 PM)	0 Alcohol incidents
	Attendance 11,633	1 Other Behavior Incident: Theft at Kibbie Dome area.
	 Pre-game event attendance – Estimated 1,500 	
	Alcohol Service Volume: (\$ Sales)	
	 Litehouse Suites - \$1,937.00 	
	• Fan Zone - \$540.00	
	Sat, Sep 26 Georgia Southern (6:00PM)	2 Alcohol incidents: 6:42 PM Intoxicated minor Kibbie
	Attendance 14,441	Dome area; 3:45 AM DUI on Main Campus
	 Pre-game event attendance – Estimated 2,300 	2 Other Altercation Behavior Incidents: Traffic Offense
	Alcohol Service Volume: (\$ Sales)	Reported, Noise Complaint (2) all on Main Campus
	 Litehouse Suites - \$2,072.00 	
	 Fan Zone - \$1,100.00 	
2014	Sat, Sep 13 Western Michigan (2:00 PM)	1 Alcohol incidents: 11:45PM on Main Campus
-	 Attendance 14,721 	4 Other Behavior Incidents: Marijuana Odor, Trespassing,
	 Pre-game event attendance – 150 RSVPs + guests 	Noise Complaint & Theft – all on Main Campus
	Alcohol Service Volume: (\$ Sales)	
	 Litehouse Suites - \$1,122.17 	
	 President's Tent – \$13.21 	
	o Other - \$447.00	
	Sat, Sep 27 South Alabama (2:00 PM)	1 Alcohol incident: Reported 10:49PM on Main Campus.
	Attendance 14,887	0 Other Altercation Behavior Incidents:
	• Pre-game event attendance – No pre-game held	
	Alcohol Service Volume: : (\$ Sales)	
	 Litehouse Suites - \$1,882.55 	
	 President's Tent – \$185.00 	
	o Other - \$445.28	
	Sat, Oct 18 New Mexico State (2:00 PM)	3 Alcohol incidents: 2:44pm at Kibbie Dome area;
	Attendance 15,207	5:13PM & 1:53AM on Main campus
	 Pre-game event attendance – 150 RSVPs + guests 	6 Other Behavior Incidents: Overdose (2), Suspicious
	 Alcohol Service Volume: : (\$ Sales) 	Behavior, Unconsciousness, all on Main Campus; Large
	 Litehouse Suites - \$1618.40 	Party Involving Fraternities & Urinating in Public at Kibbie
	 President's Tent – \$183.01 	Dome area.
	o Other - \$1,564.50	
	Sat, Nov 01 Arkansas State (2:00 PM)	0 Alcohol incidents
	Attendance 11,082	3 Other Behavior Incidents: Theft, Drugs (2) all on Main
	 Pre-game event attendance – 170 RSVPs + guests 	Campus
	 Alcohol Service Volume: : (\$ Sales) 	
	 Litehouse Suites - \$2.082.80 	
	• President's Tent – \$75.47	
	 Other - \$399.00 	

¹ Game Day is defined as 6:00am on the day of the game through 3:00am of the following calendar day.

	Sat, Nov 15 Troy (2:00 PM) Attendance 8,535 	, O Alcohol incidents: 4 Other Behavior Incidents: Theft, Malicious Mischief,
	 Pre-game event attendance – 100 RSVPs + guests Alcohol Service Volume: : (\$ Sales) Litehouse Suites - \$1,556.32 President's Tent - \$48.11 Other - \$250.00 	Drugs, & Suspicious Behavior all on Main Campus
2013	 Sat, Sep 14 Northern Illinois University (2:00 PM) Attendance 14,071 Pre-game event attendance – 210 RSVPs + guests Alcohol Service Volume: : (\$ Sales) Litehouse Suites - \$1,953.57 President's Tent - \$113.00 Other - \$488.00 	3 Alcohol incidents: 2:40pm MIP & 12:055 AM MIP at Kibbie Dome area; 11:45PM intoxicated person on Main Campus. 2 Other Behavior Incidents: Theft & Reckless Endangerment on Main Campus
	 Sat, Sep 28 Temple University (2:00 PM) Attendance 15,323 Pre-game event attendance – 210 RSVPs + guests Alcohol Service Volume: : (\$ Sales) Litehouse Suites - \$2,100.95 President's Tent - \$112.26 Other - \$887.00 	0 Alcohol incidents 3 Other Behavior Incidents: Noise Complaint & Malicious Mischief on Main Campus; Suspicious Behavior in Kibbie Dome area;
	 Sat, Oct 05 Fresno State University (2:00 PM) Attendance 14,747 Pre-game event attendance – 150 RSVPs + guests Alcohol Service Volume: : (\$ Sales) Litehouse Suites - \$1,768.09 President's Tent - \$40.00 Other - \$1,136.00 	3 Alcohol incidents: 1:40PM MIP (2) at Kibbie Dome area, 12:37 AM Alcohol Offense on Main Campus. 7 Other Behavior Incidents: Marijuana Odor, Possible Party, Accident, Citizen Dispute, Malicious Mischief, & Vehicle Prowl – all on Main Campus;
	 Sat, Nov 02 Texas State University Attendance 15,088 Pre-game event attendance – 175 RSVPs + guests Alcohol Service Volume: : (\$ Sales) Litehouse Suites - \$2,441.44 President's Tent - \$69.81 Other - \$988.00 	1 Alcohol incident: 12:03 MA – MIP on Main Campus 3 Other Behavior Incidents: Noise Complaint & Vehicle Prowl (2) – all on Main Campus.
	 Sat, Nov 09 Old Dominion University (2:00 PM) Attendance 14,489 Pre-game event attendance – No Pre-game event Alcohol Service Volume: : (\$ Sales) Litehouse Suites - \$2,288.00 President's Tent – \$92.46 Other - \$898.00 	0 Alcohol incidents 1 Other Behavior Incidents: Malicious Mischief on Main Campus
2012	 Thu, Aug 30 Eastern Washington University (6:00 PM) Attendance 11,136 Pre-game event attendance – 140 RSVPs + guests Alcohol Service Volume: (\$ Sales) Litehouse Suites - \$2,176.38 President's Tent - \$553.09 Other - \$477.32 	0 Alcohol incidents 4 Other Behavior Incidents: 2 Noise complaints on Main Campus; 1 non-injury accident and 1 noise complaint in Kibbie Dome area
	 Sat, Sep 22 University of Wyoming (2:00 PM) Attendance 13,558 Pre-game event attendance – 200 RSVPs + guests Alcohol Service Volume: (\$ Sales) Litehouse Suites - \$1,997.68 President's Tent - \$715.45 Other - \$1434.38 	3 Alcohol incidents: 11:43PM DUI; 12:58 AM & 1:24AM Alcohol Offenses all on Main Campus; - 3 Other Behavior Incidents: Suspicious Behavior and Theft in Kibbie Dome area; Public Urination on Main Campus

 Sat, Oct 06 New Mexico State University (2:00 PM) Homecoming Attendance 14,755 Pre-game event attendance – 200 RSVPs + guests Alcohol Service Volume: (\$ Sales) Litehouse Suites - \$2,051.55 	1 Alcohol Incident: 12:37am MIP Offense on Main Campus 6 Other Behavior Incidents: Malicious Mischief, Traffic Offense (2), Noise Compliant, Rape – all on Main Campus; Citizen Dispute in Kibbie Dome area.		
 President's Tent - \$652.47 Other - \$815.49 			
Sat, Nov 03 San Jose State University (2:00 PM)	0 Alcohol incidents		
Attendance 14,429	6 Other Behavior Incidents: Malicious Mischief (2),		
• Pre-game event attendance – 210 RSVPs + guests	Threatening, Traffic Offense, Drugs & Auto Theft – all on		
Alcohol Service Volume: (\$ Sales)	Main Campus		
 Litehouse Suites - \$1,935.87 			
 President's Tent – \$634.00 			
o Other - \$761.87			
Sat, Nov 17 University of Texas-San Antonio (2:00 PM)	1 Alcohol incident: 6:33PM Alcohol Offense on Main		
Attendance 9,030	Campus		
Pre-game event attendance – No Pre-game event	3 Other Behavior Incidents: Littering, Drugs, Hit & Run –		
Alcohol Service Volume: (\$ Sales)	all on Main Campus		
 Litehouse Suites - \$1,541.31 			
 President's Tent – \$400.58 			
o Other - \$0.00			

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 nonalcoholic 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

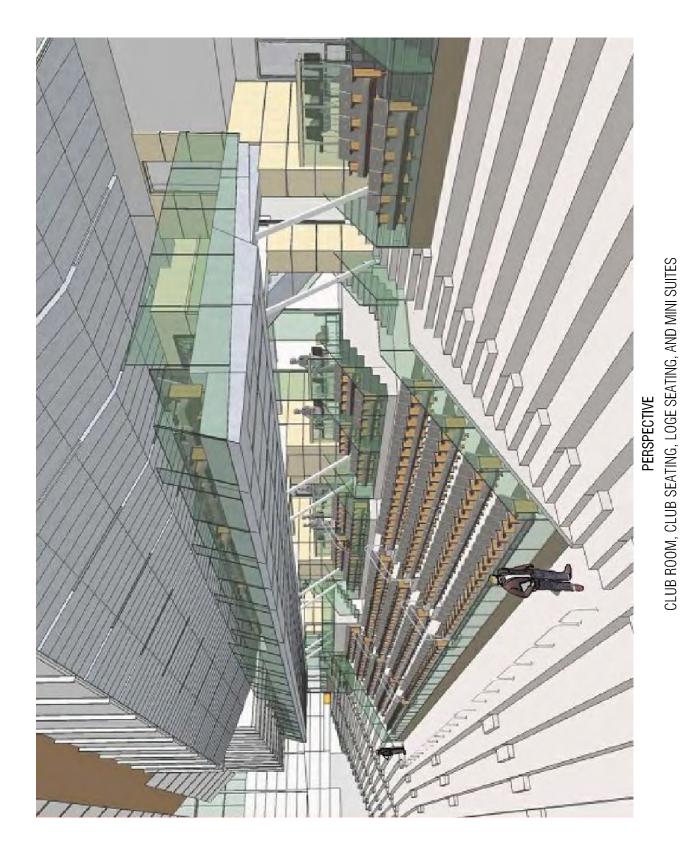
Board policy I.J., as amended in April 2011, allows for the sale or consumption of alcoholic beverages on campus grounds in conjunction with NCAA football games with prior Board approval. All requests must comply with the minimum criteria established in Board policy. The Board may require further restriction 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	V	Seconded by		Carried `	Yes	No
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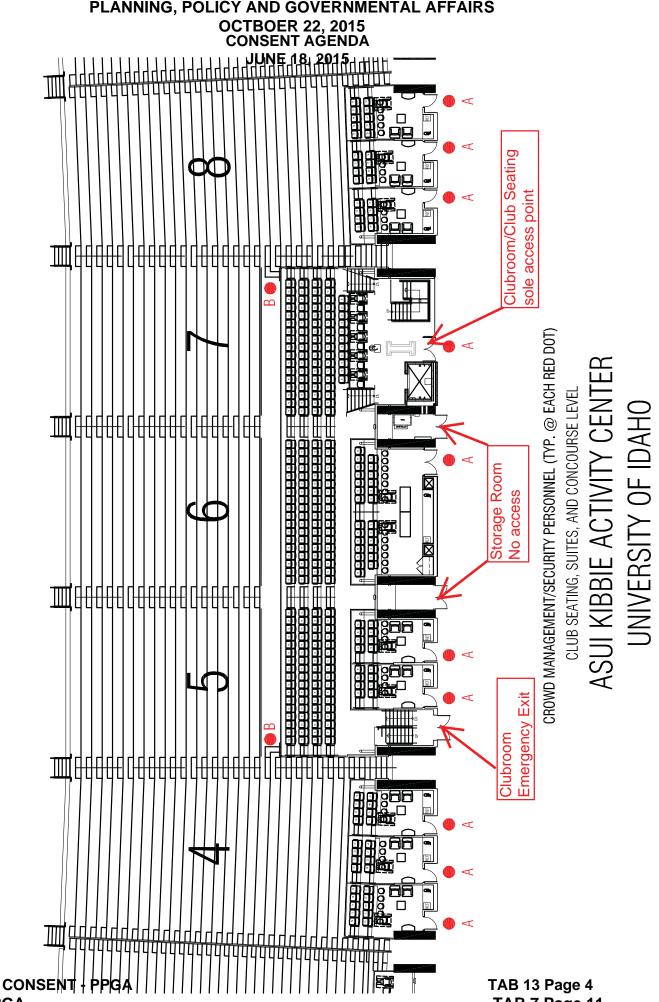
PLANNING, POLICY AND GOVERNMENTAL AFFAIRS OCTBOER 22, 2015 CONSENT AGENDA JUNE 18, 2015



CONSENT - PPGA PPGA **Y** CENTER

ASUI KIBBIE ACTIVI

UNIVERSITY OF IDAHO



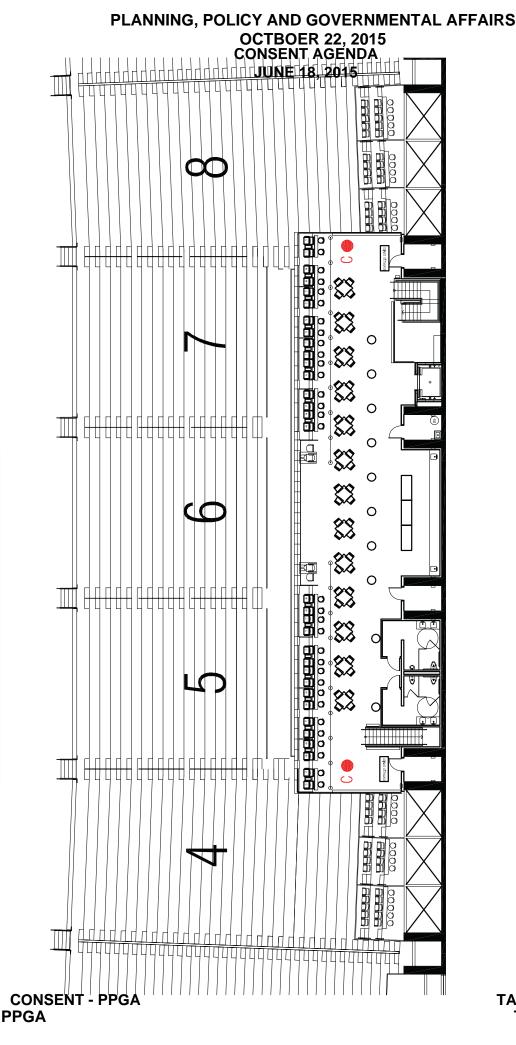
= Security Personnel at individual suite access points and area = Security Personnel - monitors in loge seating clubroom entry

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TAB 7 Page 11





CROWD MANAGEMENT/SECURITY PERSONNEL (TYP. @ EACH RED DOT) CLUB ROM LEVEL ASUI KIBBIE ACTIVITY CENTER UNIVERSITY OF IDAHO

UNIVERSITY OF IDAHO

SUBJECT

The University of Idaho requests Board approval for this revised request to establish secure areas for the purpose of allowing pre-game activities that include the service of alcohol for the 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 18, 2014	Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2014 football season.
June 18, 2015	Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2015 football season.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.J. Use of Institutional Facilities and Services With Regard to the Private Sector.

Idaho Administrative Code, IDAPA 08.01.08.100. Consumption, and Sale of Alcoholic Beverages at Public Higher education Institutions.

BACKGROUND/ DISCUSSION

Board policy I.J. provides that Idaho institutions may seek approval for the sale or consumption of alcoholic beverages in conjunction with NCAA football games under certain conditions.

At the June 2015 Board meeting the University of Idaho obtained 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 of Idaho now seeks approval for revisions to the service of food and beverages at pre-game activities to incorporate alcohol service to qualified ticket holding patrons prior to home football games in substantially the same manner as was approved for this activity for Boise State University at the June 2015 Board meeting. This service will occur in the Idaho Fan Zone located in the North Kibbie Field and will merge the

Presidents Circle Pre-Game Function and the Corporate Tent functions from prior years.

As stated in the June 2015 materials, the Idaho Fan Zone 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 a designated secured area within the facility and no alcohol allowed to leave the secured area. The structure will also house an alcohol free area (including a Kid Zone). This single facility will enhance institutional control over these 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.

For the Idaho Fan Zone, with the revised service of food and beverages, the following will apply as a supplement to the requirements of Board Policy I.J.2:

- 1. All patrons must show a valid game ticket to enter the Idaho Fan Zone structure.
- 2. The Idaho Fan Zone will open three hours prior to kick off and close at the start of the game.
- 3. The Idaho Fan Zone will be secured to control access to and from the area.
- 4. There will be one entry point into the Idaho Fan Zone manned by security personnel who will check for valid game tickets of all patrons entering the facility.
- One ID station will be provided, located inside the facility at the single entry point to the secured area where alcohol will be served. ID's will be checked and special colored wrist bands will be issued to identify attendees over the age of 21 as they enter the secured area.
- 6. Only those patrons with wristbands will be allowed to purchase and consume alcohol in the secured area.
- 7. Security personnel from CMS Crowd Management Services, Alcohol Enforcement, who are TIPS trained, will be located throughout the secured area and elsewhere in the Idaho Fan Zone and will be monitoring the 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 University of Idaho campus food provider (Sodexo) 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 above rules for the Idaho Fan Zone will be posted at the entrance on game days. This notice will state that the minimum drinking age in Idaho is 21 and that at no time should the University allow any underage drinking and/or serving of alcohol to visibly intoxicated patrons.

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, in the same fashion as previous years. This area will be limited to visiting institutions hosting a pre-game event.

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 7

STAFF COMMENTS AND RECOMMENDATIONS

Board policy I.J., allows for the sale and 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. Any variance from the minimum requirements would require the waiver of Board policy.

To be in full compliance with Board policy the institution must meet the following criteria for events not held in stadium suite areas:

- i. The area must be for sponsors to entertain clients/guests for home football games. Attendance is limited to adult patrons and guests who have received a personal written invitation and must not be open to access by the general public.
- ii. The event must be conducted during pre-game only, no more than three-hours in duration, ending at kick-off.
- iii. The event must be conducted in a secured area surrounded by a fence or other methods to control access to and from the area. There must

be no more than two entry points manned by security personnel where ID's are checked and special colored wrist bands issued. A colorcoded wrist band system must identify attendees and invited guests, as well as those of drinking age. Unless otherwise specifically approved annually by the Board, under such additional terms and conditions as it sees fit, no one under the legal drinking age shall be admitted into the alcohol service and consumption area of an event. The area shall be clearly marked and shall be separated in a fashion that entry into the area and exit from the area can be controlled to ensure that only those authorized to enter the area do so and that no alcoholic beverages leave the area.

- iv. Companies involved in the event must be sent a letter outlining the location and Board alcohol policy. The letter must state the minimum drinking age in Idaho is 21 and that at no time should such companies allow any underage drinking and/or serving of alcohol to visibly intoxicated persons.
- v. Alcohol-making or -distributing companies are not allowed to sponsor the event. In no event shall the institution supply or sell alcoholic beverages directly. In no event shall invitees or participants in such event be allowed to bring alcoholic beverages into the area, or leave the defined area where possession and consumption is allowed while in possession of an alcoholic beverage.
- vi. The food provider must provide TIPS trained personnel who monitor the sale and consumption of all alcoholic beverages to those of drinking age. Any required local catering permit, and applicable state or local alcoholic beverage permits, shall be posted in a conspicuous place at the defined area where alcoholic beverages are authorized to be possessed and consumed.
- vii. Food must be available at the event. Non-alcoholic beverages must be as readily available as alcoholic beverages.
- viii. Security personnel located throughout the area must monitor all alcohol wristband policies and patron behavior.
- ix. Event sponsors/food providers must be required to insure and indemnify the State of Idaho, the State Board of Education and the institution for a minimum of \$2,000,000, and must obtain all proper permits and licenses as required by local and state ordinances. All applicable laws of the State of Idaho and the local jurisdiction with respect to all aspects of the event, including the possession, sale and consumption of alcoholic beverages, must be complied with. Event sponsors/food providers supplying the alcoholic beverages shall

assume full responsibility to ensure that no one under the legal drinking age is supplied with any alcoholic beverage or allowed to consume any alcoholic beverage at the event. Further, event sponsors/food providers must provide proof of insurance coverage, including host liquor liability and liquor legal liability, in amounts and coverage and coverage limits sufficient to meet the needs of the institution, but in no case less than \$500,000 minimum coverage per occurrence. Such insurance must list the event sponsor/food provider, the institution, the State Board of Education and the State of Idaho as additional insureds, and the proof of insurance must be in the form of a formal endorsement to the policy evidencing the coverage and the required additional insureds.

x. A report must be submitted to the Board annually after the conclusion of the football season before consideration is given to the approval of any future requests for similar events on home football game days.

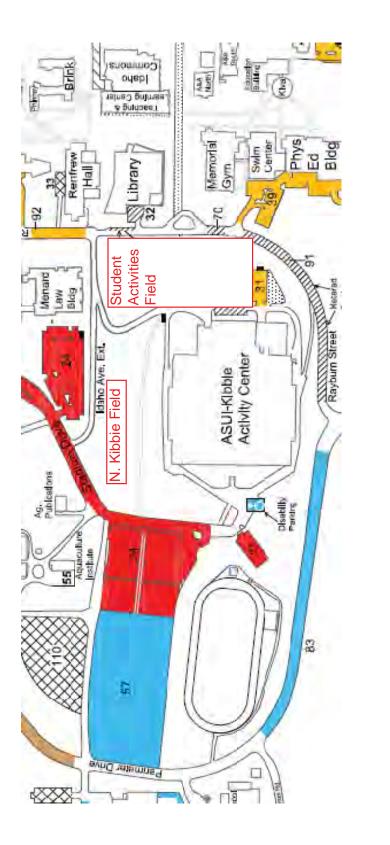
The Board approved a similar request by Boise State University under the stipulation that it be accomplished in full compliance with Board policy I.J. including the minimum provisions provided herein. Boise State University's request was for a single location, the Caven Williams Sports Complex, the University of Idaho's request is for two (2) locations.

BOARD ACTION

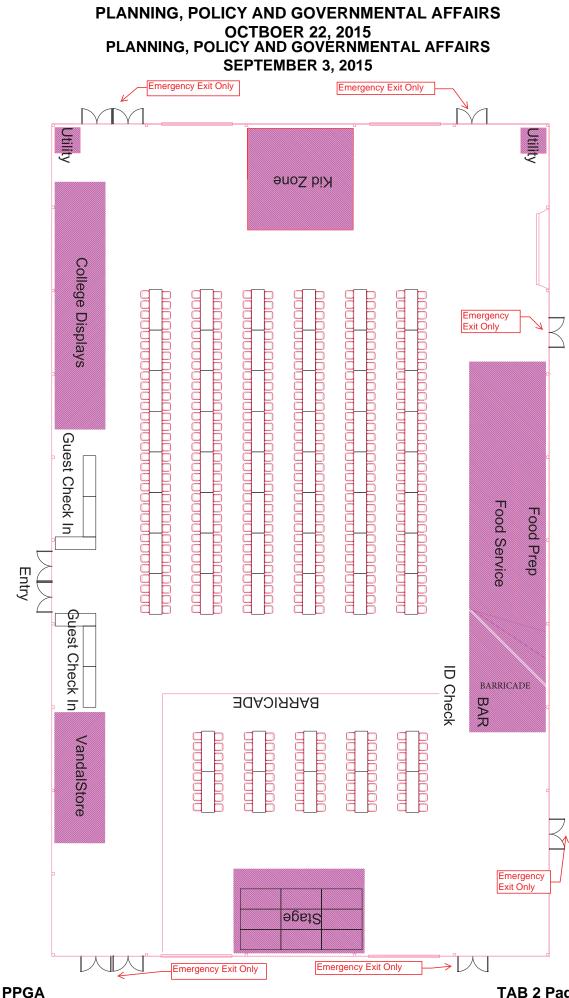
I move to approve the request by the University of Idaho to establish secure areas under the conditions set forth in this request, and in full compliance with Board policy I.J., for the purpose of allowing alcohol service during pre-game activities for the 2015 home football season in the North Kibbie Field and the Student Activities Field; 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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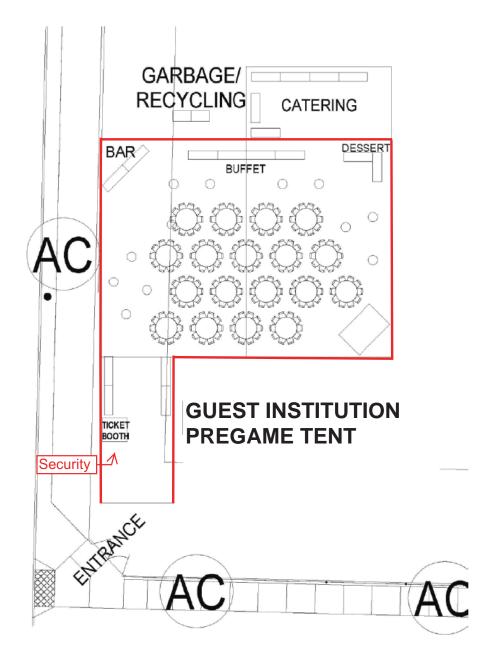






PPGA PPGA

TAB 2 Page 8 TAB 7 Page 20



a. Participating in active sports in areas that are not designated for that purpose is prohibited.

3. Advertising / Posting.

- a. Unless approved by Housing & Residence Life or professional staff member, any advertisements or postings are prohibited.
- b. Community Postings which are approved must clearly display the name of University-related sponsor on the posting.
- c. Individual Room Postings must follow the below guidelines:
 - i. Items visible from the outside of a room must not be offensive, lewd, or contain alcohol/drug references or imagery;
 - ii. Combustible items shall not be utilized as ceiling or wall coverings;
 - A maximum of 25 percent of wall space may be covered in items capable of burning (such as, but not limited to: cloth, paper, wood, canvas, nylon, posters, pictures, wreaths, etc.);
 - iv. No more than50 percent of room door may be covered;
 - v. The room number must always remain visible;
 - vi. Flammable materials are strictly prohibited.

4. Alcohol.

- a. Students under the age of 21 may not possess, consume, provide, manufacture, sell, exchange, or otherwise distribute alcohol.
- b. Students under 21 will not participate in events where alcohol is being served or be in the presence of alcohol in a residence hall room and/or suite.
- c. Students who are at least 21 years of age may consume alcohol responsibly in the privacy of their room with the door closed and may only possess one open container per individual of legal drinking age.
- d. Students of legal drinking age may not manufacture or sell alcohol, nor may they provide or distribute alcohol to minors, or consume alcohol in the presence of minors.
- e. Alcohol is permitted for those residents who are of legal drinking age, but may not be consumed in presence of minor guest(s), must be consumed within the room with a closed door, may not be consumed in public areas, and containers must be disposed of immediately.
- f. Possession of more than 144 ounces beer, one 750 ml bottle of wine, or a fifth of liquor is not allowed per room with residents of legal drinking age.
- g. Guests of legal drinking age visiting rActivities that promote an atmosphere of irresponsible consumption are prohibited, including but not limited to kegs, beer bongs, and beer/water pong.
- h. Students may not display or decorate room/suite with alcoholic beverage containers or signage. Beverage containers are defined as those containers whose sole purpose or intention are to contain alcohol.
- i. Students who are noticeably intoxicated and/or disruptive when they return to the residence halls and/or requiring assistance may be subject to disciplinary action.
- j. Consuming alcohol in public areas is strictly prohibited. Public areas include but are not limited to lobbies, kitchens, restrooms, elevators, rooms with doors open, hallways, bathrooms, and any area other than a student's room with door closed.
- k. Empty alcohol containers must be disposed of or stored promptly.

I. Delivery or shipment of alcohol to a student housing facility is prohibited. Any packages that reasonably appear to contain alcohol will be detained and opened with the student. If the package contains alcohol beverages it will be returned to the sender at the expense of the student.

5. Appliances.

a. Possessing items in student rooms/suites used to cook food or to create heat that do not have an automatic shut off is prohibited. Possessing items with exposed heated

6.

7.

8.

The Huddle Recap

Boise State vs. University of Washington September 4, 2015

While we only anticipated between 500-1,000 people, nearly 3,000 ended up attending. A number of adjustments were noted in the interest of patron services for future events, mostly focused on expanding food and non-alcoholic beverage concessions to accommodate more patrons. The alcohol sales went well and having a designated, roped off area for purchase was helpful with managing the lines and ensuring no one under age was in the service area.

A variety of activities were offered for attendees and more will be added in the future. The tables in the eating area were full for most of the event. We will add additional booths/tables with marketing materials from various entities at future events to grow the types of interactive opportunities available.

Security screening lines were a too long due to the larger than expected crowd and original plan to wand all patrons who entered. Additional staff will be added going forward to assist with the screening process and overall crowd management. Ten security staff and a supervisor were assigned to the event and performed the following functions: entrance search, crowd oversight, ticket checking, alcohol area entry management, and turf area entry management. A number of University personnel were also present at the event and provided oversight and patron services. No medical calls, arrests, exclusions or ejections were initiated at the event.

Overall, the crowd was pleasant and the atmosphere was mellow. We believe the event filled a void and provided a nice gathering place for patrons who either cannot afford to purchase a tailgate parking spot in the Stadium lot or who don't want to manage their own tailgate event.

Concessions Breakout Gross Sales

Total	\$12,795
Aramark concessions	\$1,695
Third party vendor food sales (food trucks)	\$3,800
Alcohol sales	<u>\$7,300</u>

The Huddle Recap

Boise State vs. Idaho State September 18, 2015

The attendance for the event was just under 1,700 patrons. One of the changes for this game was the addition of staff to help get the fans into the event quicker. Because we are not able to allow the patrons to go directly into the stadium at this time, the screening process was changed to simply showing their ticket and having bags visually inspected. We had a new food truck vendor for this game and all of the trucks sold non-alcoholic beverages. We also added a non-alcoholic beverage station in the south east corner of the facility, which served to reduce concession lines.

Larger than expected crowds at the first game resulted in beefed up personnel for this one. Twenty-five security personnel and a supervisor were assigned to the event and performed the following functions: entrance search, crowd oversight, ticket checking, alcohol service area entry management, alcohol service area crowd oversight, food service area crowd management, and turf area entry management. A number of University personnel were also present at the event and provided oversight and patron services. No medical calls, arrests, exclusions or ejections were initiated at the event.

Overall, the crowd was pleasant and the atmosphere was mellow. We believe the event filled a void and provided a nice gathering place for patrons who either cannot afford to purchase a tailgate parking spot in the Stadium lot or who don't want to manage their own tailgate event.

Concessions Breakout Gross Sales

Total	\$5,154.00
Alcohol Sales	<u>\$1,807.00</u> <u>\$2,580.00</u>
Third party vendor food sales (food trucks)	\$1,807.00
Aramark Concessions	\$ 767.00
Food and beverage sales:	

Pregame Alcohol Report – Boise State University Responses to additional questions

How is the university conforming to Board policy I.J.

Boise State requested approval in June 2015 to continue with a pregame event, in compliance with Board Policy I. J., except that all patrons with a valid game ticket be allowed to attend. Specifically, the following conditions were presented and approved:

- 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.

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.

Annual attendance at home games for the previous three years:

2014 Sept. 6, 2014 - Colorado State (34,910) Sept. 20, 2014 - Louisiana (33,337) Oct. 17, 2014 - Fresno State (35,008) Oct. 24, 2014 - BYU (36,752) Nov. 15, 2014 - San Diego State (27,478) Nov. 29, 2014 - Utah State (33,940) Dec. 6, 2014 - Fresno State (26,101)

2013 Sept. 7, 2013 - UT Martin (33,293) Sept. 13, 2013 - Air Force (36,069) Sept. 28, 2013 - Southern Miss (35,356) Oct. 19, 2013 - Nevada (35,843) Nov. 16, 2013 - Wyoming (33,992) Nov. 30, 2013 - New Mexico (31,645)

2012 Sept. 15, 2012 - Miami (34,178) Sept. 20, 2012 - BYU (36,864) Oct. 13, 2012 - Fresno State (35,742) Oct. 20, 2012 - UNLV (36,012) Nov. 3, 2012 - San Diego State (36,084) Nov. 17, 2012 - Colorado State (33,545)

Attendance at games this year with expanded alcohol service:

2015 Sept. 4, 2015 - Washington (36,836) Sept. 18, 2015 - Idaho State (33,868) Oct. 3, 2015 - Hawaii (35,907)

Reports of any parental, student or staff concerns on expanded alcohol services or complaints:

The only complaint received so far was from a couple of parents at parent and family weekend. They were not happy that their students could not go into the Huddle with them.

Previous three years number of complaints per home game specific to behavior at the event: NA

Any decrease in amount of tailgating (drinking in parking lots)

The only measure we have in place to assess tailgating is sales of parking spaces. So far, sales remain consistent.

Parking space sales for the past three years:

- 2013 1310 BAA parking spaces sold
- 2014 1300 BAA parking spaces sold
- 2015 1300 BAA parking spaces sold

Number of participants who attended event (for previous three years including this year):

Boise State has not held events like "The Huddle" in the past three years. On occasion, Bronco Sports Properties would hold a corporate sponsor event in the facility. These were generally for a smaller group (100-150 people) and were by invitation only.

Cost of added security and staff to manage the events this year and over the previous years:

This year the average cost per event for security and staff is \$1,500. This fluctuates depending on the anticipated crowd size, dependent upon ticket sales for the game. Because we have not held this type of event in the past, we do not have data for previous years.

Volume of alcohol served at events for this year and previous three years:

2012 0

2013 0

2014 0

2015 2,738 drinks sold. Total attendance 6,300 (numbers are through the first 3 home games)

For the previous three years, number of alcohol related incidents at the event (the Huddle) and on campus overall including, number of complaints per home game specific to behavior at the event, on campus overall per game, number of altercations with or without alcohol on campus (during football games):

2015 (First 3 Home Games)

Total Incidents:	107
Altercations/Disorderly conduct on campus:	12
Altercations/Disorderly conduct at game:	23
Alcohol incidents on campus:	47
Alcohol incidents at stadium:	25
2014	
Total Incidents:	32
Altercations/Disorderly conduct on campus:	4
Altercations/Disorderly conduct at game:	9
Alcohol incidents on campus:	12
Alcohol incidents at stadium:	7

2013

Total Incidents:	59
Altercations/Disorderly conduct on campus:	9
Altercations/Disorderly conduct at game:	10
Alcohol incidents on campus:	11
Alcohol incidents at stadium:	29

Incidents By Game

The following information was compiled using game logs, and the campus crime log.

9/4/15

- Alcohol incidents at stadium:
 - o 4 Intoxicated Subjects
- Alcohol incidents on campus:
 - o 2 (1500 Blk Chrisway, Chrisway/University)
- Altercations/Disorderly conduct at game:
 - o 2 Batteries at stadium
 - 2 Thefts at stadium (1 was a car theft where the car was found)
 - o 1 Trespassing,
- Altercations/Disorderly conduct on campus:
 - o 1 Grand theft (1190 University)
 - o 1 Malicious Injury to Property (Belmont/Manitou)

9/18/15

•

- Alcohol incidents at stadium:
 - o 2 Intoxicated Subjects
- Alcohol incidents on campus:
- o 7 (Chaffee, University/Manitou, Euclid/Belmont, Chrisway/University)
- Altercations/Disorderly conduct at game:
 - o 1 Theft at Stadium
 - o 1 Trespassing/R&O at Stadium
- Altercations/Disorderly conduct on campus:
 - o 1 Theft near Rec Center

10/3/15

- Alcohol incidents at stadium:
 - o 1 Intoxicated Subject

- Alcohol incidents on campus:
 - o 3 (Chaffee Hall)
- Altercations/Disorderly conduct at game:
 2 (Disorderly Conduct)
- Altercations/Disorderly conduct on campus:
 - o 1 (Malicious Injury to property on Yale Ct.)

9/6/14

- Alcohol incidents at stadium:
 - o 7 Intoxicated Subjects
- Alcohol incidents on campus:
 - o 1 (Lincoln Garage)
- Altercations/Disorderly conduct at game:
 - o 2 Verbal disputes
 - o 1 Physical fight
- Altercations/Disorderly conduct on campus:
 - o 1 Theft/Vandalism at Taylor Hall
 - o 1 Battery at Broadway/University

9/20/14

- Alcohol incidents at stadium:
 - o 6 Intoxicated Subjects
 - o 1 Student with alcohol
- Alcohol incidents on campus:
 - o 10 (Taylor, Hawthorne, Towers, Admin Bldg, ERB)
- Altercations/Disorderly conduct at game:
 - o 1 Assault/Threats in stadium lot
 - o 1 Theft at Stadium
- Altercations/Disorderly conduct on campus:
 - o 1 Attempted Burglary/Malicious Injury to Property

10/17/14

- Alcohol incidents at stadium:
 - o 2 Intoxicated Subject
 - o 1 Open container in stadium
- Alcohol incidents on campus:
 - o 3 (Morrison Hall, Juanita/University)
- Altercations/Disorderly conduct at game:
 - o 3 Disorderly Subjects
 - o 1 Verbal altercation
- Altercations/Disorderly conduct on campus:

o 1 Domestic Dispute (early 10/18)

10/24/14

- Alcohol incidents at stadium:
 - 2 Intoxicated Subjects/MIP
- Alcohol incidents on campus:
 - o 11 listed in early morning hours of 10/25 (Chaffee, Driscoll, Morrison)
- Altercations/Disorderly conduct at game:
 - o 1 Battery in stadium
 - o 1 Fight
- Altercations/Disorderly conduct on campus:
 - o 2 Vandalism calls at TBA (early 10/25), 1 battery in Chaffee (early 10/25)

11/15/14

- Alcohol incidents at stadium:
 - o 3 Intoxicated Subjects
- Alcohol incidents on campus:
 - o 12 (Chaffee)
- Altercations/Disorderly conduct at game:
 - o 1 Theft in Stadium lot
 - o 6 Disorderly Subjects
- Altercations/Disorderly conduct on campus:
 - o 1 Hit and Run (Belmont/Manitou),
 - o 1 report of Dating Violence (Taylor Hall)

11/29/14

- Alcohol incidents at stadium:
 - o 3 Intoxicated Subjects
- Alcohol incidents on campus:
 - o 0
- Altercations/Disorderly conduct at game:
 - o 1 Disorderly Subject
- Altercations/Disorderly conduct on campus:
 - o 1 Malicious Injury to Property (1300 Blk Joyce)

12/6/14

- Alcohol incidents at stadium:
 - o 0
- Alcohol incidents on campus:
 - o 10 (Chaffee & Morrison Hall)

- Altercations/Disorderly conduct at game:
 - o 2 Batteries at stadium
 - o 2 Disorderly Subject
- Altercations/Disorderly conduct on campus:
 - o 2 Thefts (Chaffee & 1300 Blk University)
 - o 1 Leaving the Scene of an Accident (Broadway/University)

9/7/13

- Alcohol incidents at stadium:
 - o 2 Intoxicated Subjects
- Alcohol incidents on campus:
 - o 3 (Village Apts, Cesar Chavez behind Caven Wiliams)
- Altercations/Disorderly conduct at game:
 - o 1 Fight
 - o 1 Disorderly Subject
- Altercations/Disorderly conduct on campus:
 - 1 Reckless Driving (University/Brady)
 - o 1 Urinating in public, R&O (Same incident behind Caven Williams noted above),
 - o 1 Disorderly Conduct (Same incident at Village Apts noted above).

9/13/13

- Alcohol incidents at stadium:
 8 Intoxicated Subjects
 - Alcohol incidents on campus:
 - o 1 Alcohol Violation (Chaffee)
- Altercations/Disorderly conduct at game:
 - o 1 Fight
- Altercations/Disorderly conduct on campus:
 - o 1 Trespass (University Drive)
 - o 1 Warrant Arrest (Admin Bldg

9/28/13

- Alcohol incidents at stadium:
 - o 5 Intoxicated Subjects
 - Alcohol incidents on campus:
 - o 1 Intoxicated Subject (Lincoln Townhomes)
- Altercations/Disorderly conduct at game:
 - o 1 Disorderly Subject
- Altercations/Disorderly conduct on campus:
 - o 1 Disorderly Subject (Lincoln Townhomes, same as noted above)

10/19/13

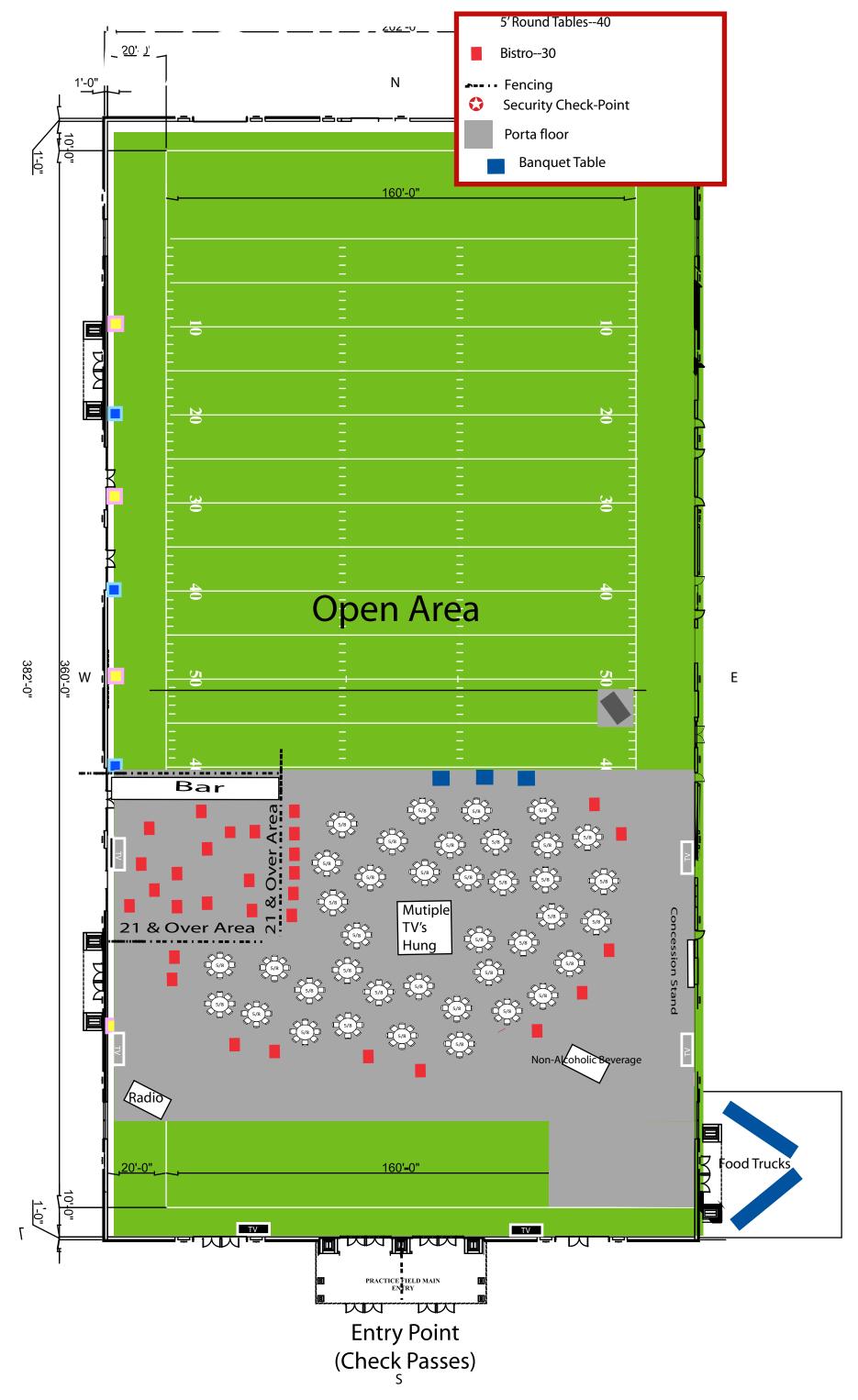
- Alcohol incidents at stadium:
 - o 7 Intoxicated Subjects
- Alcohol incidents on campus:
 - o 4 (University/Chrisway, Boise/Chrisway)
- Altercations/Disorderly conduct at game:
 - o 2 Disorderly Subjects
 - Altercations/Disorderly conduct on campus:
 - 1 Malicious Injury to Property (Village Apt.)

11/16/13

- Alcohol incidents at stadium:
 - o 4 Intoxicated Subjects
- Alcohol incidents on campus:
 - o 2 (Keiser Hall, University/Denver)
 - Altercations/Disorderly conduct at game:
 - o 1 Theft at Stadium
 - o 1 Disorderly Subject
- Altercations/Disorderly conduct on campus:
 - o 0

11/30/13

- Alcohol incidents at stadium:
 - o 2 Intoxicated Subjects
 - 1 Drinking game in parking lot
- Alcohol incidents on campus:
 - o 0
- Altercations/Disorderly conduct at game:
 - o 0
- Altercations/Disorderly conduct on campus:
 - o 1 Trespassing (University/Euclid)
 - o 1 Urinating in Public (University/Euclid)



BOISE STATE UNIVERSITY

SUBJECT

Request for Alcohol Approval – Taco Bell Arena Club Room

REFERENCE

- June 2011 Board approved a request to establish alcohol service in the Sky Center for home football games and the Humanitarian Bowl.
- June 2012 Board approved a request to continue alcohol service in the Sky Center during home games, Famous Idaho Potato Bowl, and the 2013 Spring Game.
- June 2013 Board approved a request to continue alcohol service in the Sky Center during home games, Famous Idaho Potato Bowl, and the 2014 Spring Game.
- June 2014 Board approved a request to continue alcohol service in the Sky Center during home games, Famous Idaho Potato Bowl, and the 2015 Spring Game.
- June 2015 Board approved a request to continue alcohol service in the Sky Center during home games, Famous Idaho Potato Bowl, and the 2016 Spring Game.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University requests Board approval to provide alcohol service in the Taco Bell Arena basketball club room prior to each home basketball game for the 2015/16 Bronco season, a potential conference championship game, and tournament for the purpose of creating a private gathering place for invited patrons prior to home basketball games. In the secure area, invited patrons of Taco Bell may purchase food and beverages (non-alcoholic and alcoholic) from the University's official food service provider.

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 Idaho Famous Potato Bowl at the Stueckle Sky Center. The goal is to follow the Stueckle Sky Center model for an invitation only function.

As with the football Sky Center events, Boise State University will provide all the control measures and follow all requirements of Board policy regarding alcohol service. In addition, the University will conduct the activities under the following additional conditions:

1. All patrons must demonstrate a personal invitation (no entry via game ticket) to

enter the Taco Bell Arena basketball club room.

- 2. Event begins two hours prior to tip off. The event will close service at the end of half-time.
- 3. The Taco Bell Arena basketball club room will be secured to control access to and from the area.
- 4. There will be one entry point into the Taco Bell Arena basketball club room manned by security personnel who will check for valid invitation 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. Security personnel located throughout the area will be monitoring all alcohol wristband policies and patron behavior.
- 7. No alcohol making or distributing companies will be allowed to sponsor the event.
- 8. 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.
- 9. The SBOE alcohol policy will be included in Boise State's 2015 Fan Guide and will be posted at the entrance of the Taco Bell Arena basketball club room on game days. 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.

IMPACT

There have been no serious incidents regarding the football Sky Center service of alcohol during the 2005 through 2014 seasons. This proposal creates a secure area where alcohol consumption can be monitored and contained. The area will be a restaurant-type atmosphere for invited patrons of the Taco Bell Arena basketball club room.

STAFF COMMENTS AND RECOMMENDATIONS

Board policy I.J.2.b.vi. prohibits the sale of alcohol during any NCAA athletic events on school owned or controlled facilities with the exception of home football games with prior Board approval. The approval of this request will also require the waiver of current Board policy. If the Board were to contemplate expanding alcohol service to other student athletic events on an ongoing basis Board policy I.J. will need to be amended.

BOARD ACTION

I move to waive Board policy I.J.2.b.vi. and approve the request by Boise State University to establish a secure area under the conditions set forth in this request and in full compliance with the provisions set for in Board policy I.J.2.c. for the purpose of allowing alcohol service for the 2015-16 home basketball season, a potential conference championship game, and post-season bowl game, and a request will be brought back to the Board after the conclusion of the 2015-16 season for reconsideration for 2016-17.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

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AUDIT COMMITTEE OCTOBER 22, 2015

TAB DESCRIPTION

ACTION

1 Selection of Vendor for Auditing Services

Motion to ratify

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SUBJECT

Selection of Vendor for Auditing Services

REFERENCE

October 2009	Board ratified Audit Committee's extension of Moss Adams
	contract
June 2012	Board ratifies Audit Committee's three-year extension of Moss Adams contract

APPLICABLE STATUTES, RULE OR POLICY

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

BACKGROUND/DISCUSSION

The contract for audit services for the five public higher education institutions terminates on December 31, 2015. The Audit Committee extended the contract twice for three years each and the Committee, staff and institutions have been working with the Division of Purchasing (Purchasing) in developing and following the Request for Proposal (RFP) process. The RFP was released on May 29th.

The RFP process consisted of a pre-proposal conference, evaluation of the technical components of the vendor proposals, interviews and cost proposals. Each vendor was scored on the following:

Technical Proposal Includes:

Business Information (experience and references)	50 points
Organization and staffing	150 points
Scope of work	300 points
Cost Proposal	300 points
Interviews	200 points
Total Points	1,000 points

Evaluation of the technical proposals was conducted by representatives of the five institutions along with the Audit Committee chair and the Board's Executive Director. The interviews were held on September 25th and attended by the Business Affairs and Human Resources Committee chair and the remaining members of the Audit Committee.

Purchasing provided the final scores, and subsequently the Audit Committee met on October 14th to select the vendor with the highest overall score.

IMPACT

Board policy V.H.3.c-d provides the Audit Committee shall make the selection of the audit firm and the selection of the new audit firm shall be presented to the Board and ratified at the next Board meeting following the Committee's selection.

Purchasing uses the RFP and the selected vendor's proposal as the contract, therefore no additional contract will come to the Board for approval.

STAFF COMMENTS AND RECOMMENDATIONS

The Audit Committee chair will announce the final scores of the three vendors and the firm selected by the Audit Committee.

Staff recommends approval.

BOARD ACTION

I move to ratify the Audit Committee's selection of ______ as the awardee for audit services.

Moved by _____ Seconded by _____ Carried Yes _____ No ____

TAB	DESCRIPTION	ACTION
1	BOISE STATE UNIVERSITY Multi-Year Employment Agreement – Men's Basketball	Motion to approve
	Head Coach - Rice	
0	BOISE STATE UNIVERSITY	Motion to opprove
2	Multi-Year Employment Agreement – Women's Swimming and Diving Head Coach - Kipp	Motion to approve
	BOISE STATE UNIVERSITY	
3	Multi-Year Employment Agreement – Men's Football Defensive Coordinator - Yates	Motion to approve
	BOISE STATE UNIVERSITY	
4	Multi-Year Employment Agreement –Women's Gymnastics Co-Head Coach - Resnick	Motion to approve
	BOISE STATE UNIVERSITY	
5	Multi-Year Employment Agreement –Women's Gymnastics Co-Head Coach - Bird	Motion to approve
	IDAHO STATE UNIVERSITY	
6	Multi-Year Employment Agreement –Men & Women's Cross-Country Head Coach - Houle	Motion to approve
	IDAHO STATE UNIVERSITY	
7	Multi-Year Employment Agreement –Women's Softball Head Coach - Letts	Motion to approve
	IDAHO STATE UNIVERSITY	
8	Multi-Year Employment Agreement –Women's Volleyball Head Coach - Reynolds	Motion to approve

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BOISE STATE UNIVERSITY

SUBJECT

Five year employment contract for Men's Basketball Head Coach Leon Rice

REFERENCE

June 2010	Idaho State Board of Education (Board) approved an employment agreement with Leon Rice		
June 2013	Board approved new five year employment agreement with Leon Rice		
June 2014	Board approved new five year employment agreement with Leon Rice		
November 2014	Board approved amendment to the agreement to adjust academic incentive pay only		

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H

BACKGROUND/DISCUSSION

In 2014, the Board approved a new five year employment contract with Leon Rice, Head Coach for Men's Basketball (MBB). This contract term is consistent with the contracts recently signed by Mountain West Conference coaches.

Coach Rice's impact on the Boise State University (BSU) basketball program has been immediate and substantial:

- 2nd NCAA Tournament Appearance in 3 years
- 25 wins in a season, tying the school record
- Set the best year-end Ratings Percentage Index (RPI) in school history, (RPI = 41)
- 2015 Mountain West Conference Champions (6th league title in school history)
- Named the 2014-2015 Mountain West Conference Men's Basketball coach of the year.
- Number 1 seed in the Mountain West Tournament first time since 1999
- Ranked for the first time in school history in the AP Poll (top 25) and 27th in the USA Today Coach's Poll
- Set school record with 14 Conference game wins this season
- Led BSU to their third consecutive 20-plus win season
- At-large bid to the NCAA tournament
- In 2015, MBB will report a single year 1000 and a multi-year 951 NCAA APR, with a two year average of 981. Currently, a 981 two-year average ranks in the 80-90th percentile for all Division 1 MBB teams.

Coach Rice's other accomplishments include:

- 2013-2014 total attendance for both the season and average per game was the highest it has been in the last ten years.
- The three highest cumulative GPA marks for MBB on record have been the last three semesters (fall 2013, spring 2014 and fall 2014).
- Fall 2014 semester GPA was the 4th highest semester GPA.

IMPACT

The contract amendment makes the following changes from the prior version:

- An increase in annual salary by \$10,530 for year 1, and a set dollar raise of \$25,000 annually (instead of the current 3% annual raise) in each of the subsequent four years.
- If the coach schedules a revenue-generating away game with a nonconference opponent, the University will retain only the first \$40,000 (plus expenses) instead of the first \$50,000.
- If the coach schedules a home game against an opponent in the Resource Five conferences, he will be paid a \$10,000 bonus. If he schedules a home game against an opponent who has an RPI in the top 125 (based on three year average), he will be paid a \$7,500 bonus. However, if an opponent is in a Resource Five conference and also has an RPI in the top 125, Coach will only be paid the \$10,000 bonus, not the additional \$7,500 bonus.

There is also a one-time signing bonus in the amount of \$45,000.

Year one maximum potential annual compensation (base salary and supplemental compensation not including incentives for Away Game Guarantee and Home Game Scheduling, or summer camps) would be \$758,000.

Liquidated damages for the coach terminating the contract early for his own convenience increase by \$10,000 annually.

No appropriated funds are included in compensation.

ATTACHMENTS

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Attachment 2 – Redline to current agreement	Page 21
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STAFF COMMENTS AND RECOMMENDATIONS

The Away Game Guarantee provision of Mr. Rice's employment agreement was first added in the June 2013 Board approved five (5) year contract. At that same June 2013 meeting the Board also approved a contract for the University of Idaho's

Men's Basketball Coach which also included an Away Game Guarantee. Since that time, however, the Board has expressed discomfort with this type of incentive. For example, at the December 2014 meeting Idaho State University (ISU) brought forward a multi-year employment agreement for its football coach which also included incentive pay for participating in money games. An excerpt of the minutes regarding that contract provision follows:

"Mr. Lewis expressed concern about provisions for money games in coaches' contracts in general. Mr. Hill expressed the same concern. He questioned whether or not the Board would want to support provisions for money games where there is a percentage bonus awarded for "money games." He expressed concern about providing incentives in the coaches contracts allowing for a percentage of the take on money games and felt it was not a good way to incentivize. He explained that often these money games are very challenging and stressful for the coaches, the teams, and also represents a high chance of having an additional loss on a record, not to mention the increase in physical roughness of the environment. He felt there are other ways to compensate a coach rather than receiving a bonus for these kinds of games.

Mr. Westerberg remarked in agreement with the comments of Mr. Lewis and would be in support of increasing the base salary for coaches instead."

Ultimately, the Board voted to increase the ISU coach's base pay in lieu of a cut of the game guarantee revenue.

The "Home Game Scheduling" is yet another new type of supplemental compensation payment, but the concept is similar to that of money games. The coach is incented to play programs in the larger conferences.

Academic incentive pay is amended to include to more tiers: 90% - 94.9% (\$17,000) and 95% or above (\$20,000). These figures are material given that the incentive payment for conference tournament champion is \$15,000.

The Athletics Committee met on October 9 to review this contract and will provide its recommendation at the October 22 Board meeting.

BOARD ACTION

I move to approve the request by Boise State University to enter into a new five year employment agreement with Leon Rice, Head Men's Basketball Coach, for a term commencing October 25, 2015 and terminating March 31, 2020 in substantial conformance with the terms of the agreement set forth in Attachment 1.

Moved by	Seconded by	Ca	arried Ye	s N	NO

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ATTACHMENT 1

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University (the University), and Leon Rice (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate Men's Basketball team (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 Director of Athletics (the Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (the President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment commencing on October 25, 2015 and terminating on March 31, 2020 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of 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.

2.3. Conference Change Term Extension. If the conference affiliation of the University (currently the Mountain West Conference) changes during the term of this agreement and Coach's employment is not already terminated or suspended as otherwise provided herein, this Agreement shall automatically be extended by one (1) additional year to its then existing term; provided, however, that at no time may the term of this Agreement exceed five (5) years. If the extension of the additional year as provided in this section 2.3 would have the effect of making the then existing term of this agreement longer than five (5) years, then this provision shall be null and void and of no effect.

ATTACHMENT 1

2.4. Automatic Extensions. The term of this Agreement will be automatically extended by one (1) additional year commencing on April 1 and concluding on March 31 for each season in which the Team has at least eighteen (18) wins or advances to the NCAA Tournament; provided, however, that at no time may the term of this Agreement exceed five (5) years. If the extension, as provided in this section 2.4, would have the effect of making the then existing term of this Agreement longer than five (5) years, then this provision shall be null and void and of no effect. For the purpose of calculation of wins, such wins must occur during the regular season, the conference tournament, the National Invitation Tournament ("NIT"), or the NCAA Tournament, to the exclusion of all other pre-season exhibition games or post-season invitational tournaments.

ARTICLE 3

3.1. Regular Compensation.

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

- a) An annual salary of : October 25, 2015 to March 31, 2016 – \$276,434; April 1, 2016 to March 31, 2017 – \$650,000; April 1, 2017 to March 31, 2018 – \$675,000; April 1, 2018 to March 31, 2019 – \$700,000; April 1, 2019 to March 31, 2020 – \$725,000, all generally payable in biweekly installments in accordance with normal University procedures.
- b) A one-time bonus payment of \$45,000, which shall be paid after execution of this Agreement, but prior to November 22, 2016.
- c) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; 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:

ATTACHMENT 1

a)	Regular Season Conference Champio	\$5,000	
b)	The greater of the following two: Conference Tournament Finalist Conference Tournament Champions		\$3,000 \$15,000
c)	NCAA Tournament game wins	\$5,000	per game
d)	NIT appearances	\$3,000	per game
e)	The greater of the following two: Winning Record (more wins than los 20 Wins	ses)	\$4,000 \$8,000
f)	At-large selection to the NCAA Tour	mament	\$5,000

3.2.2. Academic Achievement

a) Coach shall qualify for supplemental pay annually if the oneyear Academic Progress Rate ("APR", meaning the measurement as used by the NCAA to track academic progress of NCAA eligible student athletes and NCAA athletic programs) for that year meets the following levels in the National Ranking within men's basketball (four-year rate):

i.	50% to 59.9%	\$5,000
ii.	60% to 69.9%	\$8,000
iii.	70% to 79.9%	\$12,000
iv.	80% to 89.9%	\$15,000
v.	90% to 94.9%	\$17,000
vi.	95% or above	\$20,000

3.2.3. Conditions for payment of Academic and Athletic Achievement supplemental compensation.

- a) Payment Date for Academic Achievement Supplemental Compensation and for Athletic Achievement Supplemental Compensation shall be made July 1st of each year following the completion of the season in which it is earned.
- b) In order to receive the 3.2.1 supplemental compensation, the basketball team's retention rate must be at least 50 percent for the academic year in which the supplemental pay is

ATTACHMENT 1

earned. The retention rate will be calculated anew each year and will not be cumulative.

3.2.4. Each year Coach may be eligible to receive supplemental compensation based on the overall development of the intercollegiate men's basketball program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President to request from, and subject to approval at the sole discretion of, the University's Board of Trustees.

3.2.5. Compensation for Media. Coach may receive a portion of the section 3.1.1(a) compensation from the University, the University's designated media outlet(s), or from public appearance fees or a combination thereof (at the discretion of the University and the Media outlets), each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). This sum may be paid either through the University bi-weekly payroll or may be paid monthly directly from the media outlets. The Coach will be advised annually, or at other times as needed, as to the source of payment. Coach acknowledges that the differing sources of payment may change the nature of the benefits attached to such payments and the University and Coach shall mutually agree on such changes if there is an alteration to the source of payment. Agreements requiring the Coach to participate in Programs related to his 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 his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.6. 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.

ATTACHMENT 1

3.2.7. Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University has the authority to enter into an agreement with a company to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning a product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by the University's designated company, or give a lecture at an event sponsored in whole or in part by said company, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head basketball coach. In order to avoid entering into an agreement with a competitor of the University's designated company, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not, without University approval, endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.2.8. Away Game Guarantee. In the event the University schedules an away contest with a non-conference opponent for which a game guarantee is paid to the University by the host institution, the payment shall be distributed as follows: (a) the first \$40,000 of the game guarantee will be retained by the Department; (b) any amount of the game guarantee exceeding \$40,000, less expenses associated with the contest, will be distributed to Coach and assistant coaches at the recommendation of Coach, subject to the Director's final approval.

3.2.9. Home Game Scheduling. In the event the University schedules a home game against a team from one of the five following conferences, Coach will be paid a \$10,000 bonus: Big Ten, ACC, Big 12, SEC or Pac-12. In the event the University schedules a home game against an opponent who has an RPI in the top 125 (based on three year average), Coach will be paid a \$7,500 bonus. If an opponent is in an eligible conference (Big Ten, ACC, Big 12, SEC or Pac-12) and also has an RPI in the top 125, Coach will only be paid the \$10,000 bonus, not also the \$7,500 bonus. Payment of any such bonus will be made within 45 days after the completion of the contest.

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

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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 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 cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education Governing Policies and Procedures and Rule Manual; (b) the University's Policy Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the athletic conference of which the University is a member.

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

ATTACHMENT 1

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.

4.7. Specific Duties of Coach. Coach is expected to devote full time to coaching and recruitment involving the Men's Basketball team as the Head Coach. The Coach will attend all staff meetings, public relation functions, dinners, awards banquet and make appearances as directed by the Director unless excused by the Director. Such functions shall include, but are not limited to, the following:

- a) The annual BAA Bar-B-que;
- b) The weekly BAA gatherings during the relevant season;
- c) The annual BAA Endowment dinner;
- d) The BSU Athletic Hall of Fame dinner;
- e) The BAA Bronze Bronco Award banquet;
- f) The BAA/Alumni Auction dinner;
- g) All Athletic Department staff meetings called by Athletic Director;
- h) Athletic Department Graduation Reception;
- i) Bronco Series Golf Tournaments.

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ARTICLE 5

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

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

- a) A repetitive or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to cure any violation of any of the terms of this Agreement within 30 days after written notice from the University;
- c) (i) A repetitive or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board or the conference, or (ii) the finding by the NCAA of a repetitive or major violation of the rules or policies of the NCAA, including but not limited to any major violation which may have occurred during the employment of Coach at another NCAA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes a grave violation of the moral sentiment or accepted moral standards of society or that would, in the University's reasonable judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;

ATTACHMENT 1

- h) The failure of Coach to report a violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team when the Coach had actual knowledge of, or in the proper and faithful performance of his duties should have known of, such violation; or
- i) A major violation of any applicable law or the policies, rules or regulations of the University or the University's governing board, or the finding by the conference or the NCAA of a major violation of the rules or policies of the conference or the NCAA by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or, in the proper and faithful performance of his duties, should have known of the violation and could have prevented it by ordinary supervision.

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

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

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

5.2. Termination of Coach for Convenience of University.

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

ATTACHMENT 1

5.2.2. In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay to Coach the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the term of this Agreement ends or until Coach obtains "Similar or Related Employment" (as defined in this section 5.2.2), whichever occurs first, provided however, in the event Coach obtains Similar or Related 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 Similar or Related 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 Similar or Related 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 business days of obtaining any 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 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. For purposes of this Section 5.2.2, "Similar or Related Employment" means employment in basketball, coaching, or any capacity in sports (whether by title of the position or by performing the duties regularly associated with such position), including, but not limited to, employment (a) as a coach in any division of NCAA or NAIA athletics, (b) with the National Basketball Association (NBA) or one of its affiliates, or (c) in sports related media.

5.2.3. The parties 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 his 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. Coach has been given an opportunity to consult with legal counsel of his own choosing and has not relied upon the advice of any legal counsel acting on behalf of the University.

5.3. Termination by Coach for Convenience.

ATTACHMENT 1

5.3.1. Coach recognizes that his 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 his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

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

5.3.3. If 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 his convenience and pursues employment as, or performs the services or duties regularly associated with, a head coach in NCAA Division 1 collegiate basketball, professional basketball in any capacity, or sports media in any capacity, he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement if the Agreement is terminated on or before expiration of the term, including any extensions thereof, the following sums:

On or before March 31, 2016: \$200,000 April 1, 2016, through March 31, 2017: \$210,000 April 1, 2017, through March 31, 2018: \$220,000 April 1, 2018, through March 31, 2019: \$230,000 April 1, 2019, through the natural termination of this Agreement, including any extension resulting from the automatic extension provided for in Section 2.4: \$240,000.

The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by the University shall constitute adequate and reasonable compensation to the University for the damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University. Coach has been given an opportunity to consult with legal counsel of his own choosing and has not relied upon the advice of any legal counsel acting on behalf of the University.

5.3.5. Except as provide elsewhere in this Agreement, if Coach terminates

ATTACHMENT 1

this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments and all accumulated leave.

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 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 he is entitled by virtue of employment with the University.

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

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

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

5.8. Use of Annual Leave. 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.

ATTACHMENT 1

ARTICLE 6

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

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

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

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

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

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

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

6.8. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes

ATTACHMENT 1

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 the Coach. Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

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

the University:	Director of Athletics 1910 University Drive Boise, ID 83725-1020
with a copy to:	President
	1910 University Drive Boise, ID 83725-100
Coach:	Leon Rice Last known address on file with University's Human Resource Services

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

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

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

6.13. Non-Use of Names and Trademarks. 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.

ATTACHMENT 1

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

6.15. Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, including the Employment Agreement effective July 1, 2014 as it was amended effective November 1, 2014, 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. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney, and has not relied upon the advice of any legal counsel acting on behalf of the University. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

COACH

Curt Apsey, Director of Athletics	Date	Leon Rice	Date	
Robert W. Kustra, President	Date			
Approved by the Board of Trustees	on the	day of	, 2015.	

ATTACHMENT 1

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ATTACHMENT 2

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University (<u>the</u> University), and Leon Rice (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate Men's Basketball team (<u>the</u> 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 (<u>the</u> 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 (<u>the</u> President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment commencing on July 1<u>October 25</u>, 2014<u>5</u> and terminating on March 31, 2019<u>20</u> unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of <u>the</u> 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 <u>aAgreement</u> count in any way toward tenure at the University.

2.3. Conference Change Term Extension. If the conference affiliation of the University (currently the Mountain West Conference) changes during the term of this agreement and Coach's employment is not already terminated or suspended as otherwise provided herein, this Agreement shall automatically be extended by one (1) additional year to its then existing term; provided, however, that at no time may the term of this Agreement exceed five (5) years. If the extension of the additional year as provided in this section 2.3 would have the effect of making the then existing term of this agreement longer than five (5) years, then this provision shall be null and void and of no effect.

ATTACHMENT 2

2.4. Automatic Extensions. The term of this Agreement will be automatically extended by one (1) additional year commencing on April 1 and concluding on March 31 for each season in which the Team has at least eighteen (18) wins or advances to the NCAA Tournament; provided, however, that at no time may the term of this Agreement exceed five (5) years. If the extension, as provided in this section 2.4, would have the effect of making the then existing term of this Agreement longer than five (5) years, then this provision shall be null and void and of no effect. For the purpose of calculation of wins, such wins must occur during the regular season, the conference tournament, the National Invitation Tournament ("NIT"), or the NCAA Tournament, to the exclusion of all other pre-season exhibition games or post-season invitational tournaments.

ARTICLE 3

3.1. Regular Compensation.

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

<u>a)</u> An annual salary of <u>:</u>
<u>October 25, 2015 to March 31, 2016 – \$276,434;</u>
April 1, 2016 to March 31, 2017 – \$650,000;
April 1, 2017 to March 31, 2018 – \$675,000;
April 1, 2018 to March 31, 2019 – \$700,000;
April 1, 2019 to March 31, 2020 – \$725,000,
\$596,573 per year, all generally payable in biweekly
installments in accordance with normal University
procedures.
- such amount to increase by three percent (3%) on April 1 of each

, such amount to increase by three percent (3%) on April 1 of each year of the Agreement;;
 a)b) A one-time bonus payment of \$45,000, which shall be paid

- <u>after execution of this Agreement, but prior to November 22,</u> <u>2016.</u>
- b) <u>c)</u> The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
 - <u>d)</u> The opportunity to receive such employee benefits as the University's Department of Athletics (<u>the</u> 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:

ATTACHMENT 2

3.2.1. Athletic Achievement:

a)	Regular Season Conference Champio	ons	\$5,000
b)	The greater of the following two: Conference Tournament Finalist Conference Tournament Champions		\$3,000 \$15,000
c)	NCAA Tournament game wins	\$5,000	per game
d)	NIT appearances	\$3,000	per game
e)	The greater of the following two: Winning Record (more wins than los 20 Wins	ses)	\$4,000 \$8,000
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f) At-large selection to the NCAA Tournament \$5,000

3.2.2. Academic Achievement

a) Coach shall qualify for supplemental pay annually if the oneyear Academic Progress Rate ("APR", meaning the measurement as used by the NCAA to track academic progress of NCAA eligible student athletes and NCAA athletic programs) for that year meets the following levels in the National Ranking within men's basketball (four-year rate):

	i.	50% to 59.9%	\$5,000	
	ii.	60% to 69.9%	\$ 7,5<u>8,0</u>00	
	iii.	70% to 79.9%	\$1 <u>2</u> 0,000	
	iv.	80%-or above to 89	.9%	\$1 <u>25,50</u> 00
	V.	90% to 94.9%	\$17,000	
	vi.	95% or above	\$20,000	
ITOP 11				

[TCE1]

-3.2.3. Conditions for payment of Academic and Athletic Achievement supplemental compensation.

- a) Payment Date for Academic Achievement Supplemental Compensation and for Athletic Achievement Supplemental Compensation shall be made July 1st of each year following the completion of the season in which it is earned.
- b) In order to receive the 3.2.1 supplemental compensation, the basketball team's retention rate must be at least 50 percent for the academic year in which the supplemental pay is

ATTACHMENT 2

earned. The retention rate will be calculated anew each year and will not be cumulative.

3.2.4. Each year Coach may be eligible to receive supplemental compensation based on the overall development of the intercollegiate men's basketball program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President to request from, and subject to approval at the sole discretion of, the <u>State University's</u> Board of <u>Education Trustees</u>.

3.2.5. Compensation for Media. The Coach may receive a portion of the section 3.1.1(a) compensation from the University, the University's designated media outlet(s), or from public appearance fees or a combination thereof (at the discretion of the University and the Media outlets), each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). This sum may be paid either through the University by i-weekly payroll or may be paid monthly directly from the media outlets. The Coach will be advised annually, or at other times as needed, as to the source of payment. Coach acknowledges that the differing sources of payment may change the nature of the benefits attached to such payments and the University and Coach shall mutually agree on such changes if there is an alteration to the source of payment. Agreements requiring the Coach to participate in Programs related to his 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 the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.6. 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. Summer Camp. The University may operate a summer youth basketball camp using University facilities, and in so doing, the University shall allow Coach the

ATTACHMENT 2

opportunity to earn supplemental compensation by assisting the University in his capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In considering whether to operate a summer youth camp, the University may consider the following conditions:

a) The summer youth camp operation reflects positively on the University and the Department;

b) The summer youth camp is operated as a University activity in which the University shall pay Coach a reasonable supplemental income based in part upon the revenue and expenses of the summer camp. The camp operation will have the opportunity to internally lease University facilities for the summer camp which will be charged as an operating expense of the camp;

c) The Coach complies with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of summer youth camps;

d) All revenues and expenses of the camp shall be deposited with and paid by the University.

e) If required by the University, Coach shall secure through University risk management as an expense of the camp, supplemental liability insurance as follows: (1) liability coverage: spectator and staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible;[TCE2]

In the event of termination of this Agreement, or suspension from employment of the Coach, University shall not be under any obligation to hold a summer youth camp with the Coach after the effective date of such termination or suspension and the University shall be released from all obligations relating thereto.

3.2.7. Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University has the authority to enter into an agreement with a company to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning a product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by the University's read-

ATTACHMENT 2

company, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head basketball coach. In order to avoid entering into an agreement with a competitor of the University's designated company, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not, without University approval, endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.2.8. Away Game Guarantee. In the event <u>the</u> University schedules an away contest with a non-conference opponent for which a game guarantee is paid to <u>the</u> University by the host institution, the payment shall be distributed as follows: (a) the first \$540,000 of the game guarantee will be retained by the Department; (b) any amount of the game guarantee exceeding \$540,000, less expenses associated with the contest, will be distributed to Coach and Aassistant Coaches at the recommendation of Coach, subject to <u>the</u> Director's final approval.

3.2.9. Home Game Scheduling. In the event the University schedules a home game against a team from one of the five following conferences, Coach will be paid a \$10,000 bonus: Big Ten, ACC, Big 12, SEC or Pac-12. In the event the University schedules a home game against an opponent who has an RPI in the top 125 (based on three year average), Coach will be paid a \$7,500 bonus. If an opponent is in an eligible conference (Big Ten, ACC, Big 12, SEC or Pac-12) and also has an RPI in the top 125, Coach will only be paid the \$10,000 bonus, not also the \$7,500 bonus. Payment of any such bonus will be made within 45 days after the completion of the contest.

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

ARTICLE 4

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

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

ATTACHMENT 2

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 2'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 Department¹'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 cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education Governing Policies and Procedures and Rule Manual; (b) the University's Policiesy; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the athletic conference of which the University is a member.

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

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

ATTACHMENT 2

or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

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

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

4.7<u>6</u>. Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

4.87. Specific Duties of Coach. The Coach is expected to devote full time to coaching and recruitment involving the Men's Basketball team as the Head Coach. The Coach will attend all staff meetings, public relation functions, dinners, awards banquet and make appearances as directed by <u>Athletic the</u> Director unless excused by <u>Athletic the</u> Director. Such functions shall include, but are not limited to, the following:

- a) The annual BAA Bar-B-que;
- b) The weekly BAA gatherings during the relevant season;
- c) The annual BAA Endowment dinner;
- d) The BSU Athletic Hall of Fame dinner;
- e) The BAA Bronze Bronco Award banquet;
- f) The BAA/Alumni Auction dinner;
- g) All Athletic Department staff meetings called by Athletic Director;
- h) Athletic Department Graduation Reception;
- i) Bronco Series Golf Tournaments.

ARTICLE 5

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

5.1.1. In addition to the definitions contained in applicable policies, rules and regulations, <u>the</u> University and Coach hereby specifically agree that the following shall

constitute good or adequate cause for suspension or termination of this Agreement:

- a) A repetitive or major violation of Coach's duties under this <u>aA</u>greement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to cure any violation of any of the terms of this <u>aAgreement</u> within 30 days after written notice from the University;
- c) (i) A repetitive or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board or the conference, or (ii) the finding by the NCAA of a repetitive or major violation of the rules or policies of the NCAA, including but not limited to any major violation which may have occurred during the employment of Coach at another NCAA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes a grave violation of the moral sentiment or accepted moral standards of society or that would, in the University's reasonable judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a violation of any applicable law or the policies, rules or regulations of the University, the University¹'s governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team when the Coach had actual knowledge of, or in the proper and faithful performance of his duties should have known of, such violation; or

ATTACHMENT 2

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

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

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

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

5.2. Termination of Coach for Convenience of University.

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

5.2.2. In the event that <u>the</u> University terminates this Agreement for its own convenience, <u>the</u> University shall be obligated to pay to Coach the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the term of this Agreement ends or until Coach obtains <u>reasonably</u> <u>comparable</u> <u>"Similar or Related eEmployment"</u> (as defined in this section 5.2.2), whichever occurs first, provided however, in the event Coach obtains <u>other Similar or Related eEmployment</u> after such termination, then the amount of compensation <u>the</u> University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such <u>other Similar or Related eEmployment</u>, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in

ATTACHMENT 2

section 3.1.1(a) (before deductions required by law) by the gross compensation paid to the Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue the health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable Similar or Related eEmployment 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 business days of obtaining <u>any</u> 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 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. For purposes of this Section 5.2.2, "Similar or Related Employment" means employment in basketball, coaching, or any capacity in sports (whether by title of the position or by performing the duties regularly associated with such position), including, but not limited to, employment (a) as a coach in any division of NCAA or NAIA athletics, (b) with the National Basketball Association (NBA) or one of its affiliates, or (c) in sports related media.

5.2.3. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with 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. Coach has been given an opportunity to consult with legal counsel of his own choosing and has not relied upon the advice of any legal counsel acting on behalf of the University.

5.3.- Termination by Coach for Convenience.

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

5.3.2. The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be

ATTACHMENT 2

effective ten (10) days after notice is given to the University.

5.3.3. If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience and pursues employment as, or performs the services or duties regularly associated with, a head coach in NCAA Division 1 collegiate basketball, professional basketball in any capacity, <u>or</u> sports media in any capacity, he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement if the Agreement is terminated on or before expiration of the term, including any extensions thereof, the following sums: of \$175,000.

On or before March 31, 2016: \$200,000 April 1, 2016, through March 31, 2017: \$210,000 April 1, 2017, through March 31, 2018: \$220,000 April 1, 2018, through March 31, 2019: \$230,000 April 1, 2019, through the natural termination of this Agreement, including any extension resulting from the automatic extension provided for in Section 2.4: \$240,000.

The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by the University shall constitute adequate and reasonable compensation to the University for the damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University. Coach has been given an opportunity to consult with legal counsel of his own choosing and has not relied upon the advice of any legal counsel acting on behalf of the University.

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

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

ATTACHMENT 2

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 Coach¹'s death, Coach¹'s salary and all other benefits shall terminate as of the last day worked, except that the Coach¹'s personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

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

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

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

5.87. 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 employees, if the University suspends Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Policies.

5.98. Use of Annual Leave. In the event of non-renewal or termination <u>of Coach's</u> <u>employment</u>, Coach will use all accumulated annual leave prior to the end of the contract period.

ARTICLE 6

6.1. Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this $\frac{1}{2}$ greement shall be subject to the approval of the University's Board of Trustees, the President, and the

ATTACHMENT 2

Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's policies regarding furloughs and financial exigency.

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

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

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

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

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

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

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

ATTACHMENT 2

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

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

the University:	Director of Athletics 1910 University Drive Boise, ID 83725-1020
with a copy to:	President 1910 University Drive Boise, ID 83725-100
the Court	Lear Dies

the Coach: Leon Rice Last known address on file with University¹/₂'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.

ATTACHMENT 2

6.15. Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, including the Employment Agreement effective July 1, 20134 as it was amended effective November 1, 2014, 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. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney, and has not relied upon the advice of any legal counsel acting on behalf of the University. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

COACH

Robert W. Kustra, PresidentCu	rt Apsey, Director of Athletics	Date
Leon Rice	——Date	
Robert W. Kustra, President	Date	

Approved by the Board of Trustees on the _____ day of <u>June</u>_____, 20145.

ATTACHMENT 3

(MODEL ATHLETICS CONTRACT) EMPLOYMENT AGREEMENT

This—_Employment—_Agreement—_(Agreement)—_is__entered—_into—_by__and between

<u>(Boise State University (College)), the University</u>, and <u>Leon Rice (Coach)</u>.

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the _University <u>-(College)</u> shall -employ -Coach -as -the -head -coach -of -its intercollegiate

<u>(Sport)</u> <u>Men's Basketball</u> team (<u>the</u> 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.

<u>1.2.</u> <u>1.2.</u> Reporting Relationship. Coach shall report and be responsible directly to the <u>University (College)'sUniversity's</u> Director of <u>Athletics (the Director)</u> 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 <u>University (College)'s Chief executive officer University's President (the President)</u>.

<u>1.3.</u> <u>1.3.</u> Duties. Coach shall manage and supervise the Team and shall perform such other duties in the <u>University (College)'sUniversity's</u> athletic program as the Director may assign and as may be described elsewhere in this Agreement. <u>The <u>University (College)</u> shall have the right, at any time, to reassign Coach to duties at the <u>University (College)</u> 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 <u>(Depending on supplemental pay provisions used)</u> shall cease.</u>

ARTICLE 2

2.1. 2.1. Term. This Agreement is for a fixed-term appointment of _____(___) years, commencing on _____October 25, 2015 and terminating, without further notice to Coach, on _____March 31, 2020 unless sooner terminated in accordance with other provisions of this Agreement.

<u>2.2.</u> <u>Extension or Renewal</u>. This Agreement is renewable solely upon an offer from the University <u>(College)</u> and an acceptance by Coach, both of which must be in writing and

ATTACHMENT 3

signed by the parties. Any renewal is subject to the prior approval of the <u>University's</u> Board of <u>EducationTrustees</u>. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this <u>agreementAgreement</u> count in any way toward tenure at the University <u>(College)</u>.

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2.3. Conference Change Term Extension. If the conference affiliation of the University (currently the Mountain West Conference) changes during the term of this agreement and Coach's employment is not already terminated or suspended as otherwise provided herein, this Agreement shall automatically be extended by one (1) additional year to its then existing term; provided, however, that at no time may the term of this Agreement exceed five (5) years. If the extension of the additional year as provided in this section 2.3 would have the effect of making the then existing term of this agreement longer than five (5) years, then this provision shall be null and void and of no effect.

2.4. Automatic Extensions. The term of this Agreement will be automatically extended by one (1) additional year commencing on April 1 and concluding on March 31 for each season in which the Team has at least eighteen (18) wins or advances to the NCAA Tournament; provided, however, that at no time may the term of this Agreement exceed five (5) years. If the extension, as provided in this section 2.4, would have the effect of making the then existing term of this Agreement longer than five (5) years, then this provision shall be null and void and of no effect. For the purpose of calculation of wins, such wins must occur during the regular season, the conference tournament, the National Invitation Tournament ("NIT"), or the NCAA Tournament, to the exclusion of all other pre-season exhibition games or post-season invitational tournaments.

ARTICLE 3

3.1. Regular Compensation.

a) a) An annual salary of <u>per year, :</u> October 25, 2015 to March 31, 2016 – <u>\$276,434</u>; April 1, 2016 to March 31, 2017 – <u>\$650,000</u>; April 1, 2017 to March 31, 2018 – <u>\$675,000</u>; April 1, 2018 to March 31, 2019 – <u>\$700,000</u>; April 1, 2019 to March 31, 2020 – <u>\$725,000</u>, all generally payable in biweekly installments in accordance with normal University <u>(College)</u> procedures, and such salary increases as may.

- b) A one-time bonus payment of \$45,000, which shall be determined appropriate by the Director and Chief executive officer and approved by the <u>University (College)'s Board ofpaid after</u> execution of this Agreement, but prior to November 22, 2016. <u>(Regents or Trustees)</u>;
 - b) The opportunity to receive such employee benefits as the <u>University (College)</u> provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University (College)'sprovides generally to non-faculty exempt employees; and

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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

3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for a <u>(bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs)</u>, and if <u>Coach continues to be employed as University (College)'s head <u>(Sport)</u> coach as of the ensuing July 1st, the <u>University</u> (College) shall pay to Coach-may earn supplemental -compensation in an amount equal to as follows:</u>

3.2.1. Athletic Achievement:

<u>a)</u>	Regular Season Conference Champions	\$5,000
<u>b)</u>	<u>The greater of the following two:</u>	
	Conference Tournament Finalist	\$3,000
	Conference Tournament Champions	\$15,000
c)	NCAA Tournament game wins \$5,0	00 per game
	-	
<u>d</u>)	NIT appearances \$3,0	00 per game
<u>e</u>)	The greater of the following two:	
	Winning Record (more wins than losses)	\$4,000
	20 Wins	\$8,000

<u>f)</u> <u>(amount or computation)</u> of Coach's Annual Salary during the fiscal year in which the championship and <u>(bowl or other post-season)</u> eligibility are achieved. The <u>University (College)</u> 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 <u>(national rankings</u> of sport's division, and if Coach continues to be employed as <u>University (College)</u>'s head <u>(Sport)</u> coach as of the ensuing July 1st, the <u>University (College)</u> shall pay Coach supplemental compensation in an amount equal to <u>(amount or computation)</u> of Coach's Annual Salary in effect on the date of the final poll. The <u>University (College)</u> shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

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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 following factors: the Academic Progress Rate set by the Board, grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of (Regents or Trustees) as a document available to the public under the Idaho Public Records Act.

3.2.4 EachAt-large selection to the NCAA Tournament \$5,000

3.2.2. Academic Achievement

a) Coach shall qualify for supplemental pay annually if the one-year <u>Academic Progress Rate ("APR", meaning the measurement as used</u> by the NCAA to track academic progress of NCAA eligible student athletes and NCAA athletic programs) for that year meets the following levels in the National Ranking within men's basketball (four-year rate):

i.	50% to 59.9%	\$5,000
ii.	60% to 69.9%	\$8,000
iii.	70% to 79.9%	\$12,000
iv.	80% to 89.9%	\$15,000
V.	90% to 94.9%	\$17,000
vi.	95% or above	\$20,000

[TCE1]

3.2.3. Conditions for payment of Academic and Athletic Achievement supplemental compensation.

- a) Payment Date for Academic Achievement Supplemental Compensation and for Athletic Achievement Supplemental Compensation shall be made July 1st of each year following the completion of the season in which it is earned.
- b) <u>In order to receive the 3.2.1 supplemental compensation, the</u> <u>basketball team's retention rate must be at least 50 percent for the</u> <u>academic year in which the supplemental pay is earned. The</u>

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retention rate will be calculated anew each year and will not be cumulative.

<u>3.2.4. Each year</u> Coach <u>shallmay</u> be eligible to receive supplemental compensation in an amount up to <u>(amount or computation)</u> based on the overall _development of -the -intercollegiate <u>(men's/women's) _(Sport)</u> <u>men's basketball</u>

program; ticket sales;

_fundraising; outreach by Coach to various constituency groups, including University <u>(College)</u>-students, staff, faculty, alumni and boosters; and any other factors the <u>Chief</u> <u>executive officerPresident</u> 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 <u>Chief executive officer in consultation withPresident to request from, and subject to approval at</u> the <u>Directorsole discretion of, the University's Board of Trustees</u>.

3.2.5 The. Compensation for Media. Coach shallmay receive a portion of the sum of <u>(amount or computation)</u> section 3.1.1(a) compensation from the University (College) or the University (College)'s, the University's designated media outlet(s)), or from public appearance fees or a combination thereof (at the discretion of the University and the Media outlets), each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right This sum may be paid either through the University bi-weekly payroll or may be paid monthly directly from the media outlets. The Coach will be advised annually, or at other times as needed, as to receive such a the source of payment. Coach acknowledges that the differing sources of payment may change the nature of the benefits attached to such payments and the University and Coach shall vestmutually agree on the date of the Team's last regular season or post- season competition, whichever if there is an alteration to the source of payment. Agreements requiring the Coach to participate in Programs related to his duties as an employee of the 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

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_not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the <u>University (College)'sUniversity's</u> designated media outlets.

3.2.6 (SUMMER CAMP-OPERATED BY UNIVERSITY (COLLEGE))

<u>Coach agrees that the University (College)</u> has the exclusive right to operate youth (Sport) <u>athletic camps ("Camps")</u> on its campus using University (College) facilities.

The University

<u>(College)</u> shall allow Coach the opportunity to earn supplemental compensation by assisting with the <u>University (College)'s campsCamps</u> in <u>Coach'sCoach's</u> capacity as a University <u>(College)</u> employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the <u>University (College)'s football camps.Camps</u>. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the <u>Camps, the</u> University <u>(College)'s summer football camps, theshall pay Coach supplemental compensation.</u>

3.2.7

<u>University (College)</u> shall pay. Coach <u>(amount)</u> per year as supplemental compensation during each year of his employment as head <u>(Sport)</u> coach at the <u>University (College)</u>. This amount shall be paid <u>(terms of payment)</u>.

(SUMMER CAMP—OPERATED BY COACH) Coach may operate a summer youth <u>(Sport)</u> camp at the <u>University (College)</u> under the following conditions:

- a) The summer youth camp operation reflects positively on the <u>University (College)</u> 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 <u>University (College)</u> personnel, equipment, or facilities without the prior written approval of the Director;
- Assistant coaches at the <u>University (College)</u> are given priority when the Coach or the private enterprise selects coaches to participate;
- d) The Coach complies with all NCAA (NAIA), Conference, and <u>University (College)</u> 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 <u>University (College)</u> and <u>(campus</u> <u>concessionaire)</u> for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for use of <u>University</u> (<u>College</u>) facilities including the _____.

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g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp

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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 <u>University (College)</u> 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 <u>University (College)</u> while engaged in camp activities. The Coach and all other <u>University (College)</u> 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, <u>University (College)</u> 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 <u>University (College)</u> 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 the authority to enter into an agreement with (Company Name) a company to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'sUniversity's reasonable request, Coach will consult with appropriate parties concerning an (Company Name) a product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name) the University's designated company, or give a lecture at an event sponsored in whole or in part by (Company Name) said company, or make other educationally-related appearances as may be reasonably requested by the

University(<u>College</u>)._ 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 <u>(Sport)_basketball</u> coach. In order to avoid entering into an agreement with a competitor of <u>(Company Name)</u> the University's designated company, Coach shall submit all outside consulting agreements to the University<u>(College)</u> for review and approval prior to execution. Coach shall also report such outside income to the University (<u>College</u>) in accordance with NCAA (<u>or NAIA</u>) rules. Coach further agrees that Coach will not, without University approval, endorse any athletic footwear, apparel and/or equipment products, including <u>(Company Name)</u>, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.2.8. Away Game Guarantee. In the event the University schedules an away contest with a non-conference opponent for which a game guarantee is paid to the University by the host institution, the payment shall be distributed as follows: (a) the first \$40,000 of the game guarantee will be retained by the Department; (b) any amount of the game guarantee exceeding \$40,000, less expenses associated with the contest, will be distributed to Coach and assistant coaches at the recommendation of Coach, subject to the Director's final approval.

3—.2.9. Home Game Scheduling. In the event the University schedules a home game against a team from one of the five following conferences, Coach will be paid a \$10,000 bonus: Big Ten, ACC, Big 12, SEC or Pac-12. In the event the University schedules a home game against an opponent who has an RPI in the top 125 (based on three year average), Coach will be paid a \$7,500 bonus. If an opponent is in an eligible conference (Big Ten, ACC, Big 12, SEC or Pac-12) and also has an RPI in the top 125, Coach will only be paid the \$10,000 bonus, not also the \$7,500 bonus. Payment of any such bonus will be made within 45 days after the completion of the contest.

<u>3.3.</u> General Conditions of Compensation. All compensation provided by the University (<u>College</u>) 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 (<u>College</u>) to Coach, such fringe benefit shall be based only on the <u>compensationsalary</u> provided pursuant to section 3.1.1 that is also paid through the University, except to the extent required by the terms and conditions of a specific fringe benefit program.

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<u>4.1.</u> <u>4.1.</u> <u>Coach's Specific Duties and Responsibilities</u>. 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 4.1.1. Coach's duties under this Agreement;

<u>4.1.2.</u> <u>4.1.2.</u> 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;

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<u>4.1.3.</u> <u>4.1.3.</u> Observe and uphold all academic standards, requirements, and policies of the University <u>(College)</u> 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)'sUniversity'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 Department's Director of NCAA Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University (College)'sUniversity's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the

<u>4.1.4.</u> University<u>(College)</u> 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) <u>University (College)'s Handbook; (c) University (College)'s Administrative Procedures the University's Policy Manual; (d) the policies of the Department; (e) NCAA (or NAIA) rules and regulations; and (f) the rules and regulations of the <u>_(Sport)_athletic</u> conference of which the University<u>(College)</u> is a member.</u>

<u>4.2.</u><u>4.2</u>—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-<u>(College)</u>, would reflect adversely upon the University-<u>(College)</u> 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 <u>Chief executive officerPresident</u>, enter into separate arrangements for outside activities and endorsements which are consistent with <u>Coach'sCoach's</u> obligations under this Agreement. Coach may not use the <u>University (College)'sUniversity's</u> name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the <u>Chief executive officerPresident</u>.

4.3—_____NCAA (<u>or_NAIA)</u>Rules. In accordance with NCAA (<u>or_NAIA)</u>-rules, Coach shall obtain prior written approval from the <u>University (College)'s Chief executive</u> officerUniversity's President for all athletically related income and benefits from sources outside the University (<u>College</u>) and shall report the source and amount of all such income and benefits to the <u>University (College)'s Chief executive officerUniversity's President</u> 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 (<u>College</u>) work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. (<u>College</u>). In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University (<u>College</u>) booster club, University (<u>College</u>) alumni association, University.(<u>College</u>) 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.(<u>College</u>), the <u>University (College</u>)'s<u>University's</u> 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 <u>Chief executive officerPresident</u> and the <u>University (College)'sUniversity's</u> Board of <u>(Trustees or Regents)</u>.

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

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

4.7. Specific Duties of Coach. Coach is expected to devote full time to coaching and recruitment involving the Men's Basketball team as the Head Coach. The Coach will attend all staff meetings, public relation functions, dinners, awards banquet and make appearances as directed by the Director unless excused by the Director. Such functions shall include, but are not limited to, the following:

- a) The annual BAA Bar-B-que;
- b) The weekly BAA gatherings during the relevant season;
- c) The annual BAA Endowment dinner;
- d) The BSU Athletic Hall of Fame dinner;
- e) The BAA Bronze Bronco Award banquet;
- f) The BAA/Alumni Auction dinner;
- g) All Athletic Department staff meetings called by Athletic Director;
- h) Athletic Department Graduation Reception;
- i) Bronco Series Golf Tournaments.

ARTICLE 5

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

5.1.1–. In addition to the definitions contained in applicable <u>policies</u>, rules and regulations, <u>the</u> University<u>(College)</u> and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) a) A deliberate repetitive or major violation of Coach's duties under this agreement Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) b)—The failure of Coach to <u>remedycure</u> any violation of any of the terms of this <u>agreementAgreement</u> within 30 days after written notice from the University <u>(College);</u>
- c) c) (i) A deliberate repetitive or major violation by Coach of any applicable law or the policies, rules or regulations of the University

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(<u>College</u>), the <u>University (College</u>)'s<u>University's</u> governing board, or the conference, or (ii) the finding by the NCAA (<u>NAIA</u>), of a repetitive or major violation of the rules or policies of the NCAA, including but not limited to any <u>suchmajor</u> violation which may have occurred during the employment of Coach at another NCAA-or NAIA member institution;

- d) Ten (10) working days' days' absence of Coach from duty without the
 d) University (College)'s University's consent;
 - e) e)—Any conduct of Coach that constitutes <u>a grave violation of the</u> moral <u>turpitudesentiment or accepted moral standards of society</u> or that would, in the <u>University (College)'sUniversity's reasonable</u> judgment, reflect adversely on the University <u>(College)</u>—or its athletic programs;
 - <u>f</u>) <u>f</u>) The failure of Coach to represent the University <u>(College)</u> 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)'sUniversity'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)'sUniversity'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; when the Coach had actual knowledge of, or in the proper and faithful performance of his duties should have known of, such violation; or
- i)- <u>A major</u> violation of any applicable law or the policies, rules or regulations of the University <u>(College)</u>, or the <u>University</u> <u>(College)</u>'sUniversity's governing board, or the finding by the conference, or the NCAA <u>(NAIA)</u>, of a major violation of the rules or policies of the conference or the NCAA by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or, in the proper and faithful performance of his duties, should have known of the violation and could have prevented it by ordinary supervision.

5.1.2–_Suspension, 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 <u>University (College)'sUniversity's</u> 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 <u>(College)</u> 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.

ATTACHMENT 3

5.2. Termination of Coach for Convenience of University (College).

5.2.1–<u>.</u>At any time after commencement of this Agreement, University-<u>(College)</u>, 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 the University (College) terminates this Agreement for its own convenience, the University (College) shall be obligated to pay to Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University (College) until the term of this Agreement ends; or until Coach obtains reasonably comparable employment, "Similar or Related Employment" (as defined in this section 5.2.2), whichever occurs first, provided, however, in the event Coach obtains other employmentSimilar or Related 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 employmentSimilar or Related 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 deductiondeductions according to law. In addition, Coach will be entitled to continue his the health insurance plan and group life insurance as if heCoach remained a University (College) employee until the term of this Agreement ends or until Coach obtains reasonably comparable employmentSimilar or Related 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 business days of obtaining any 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 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 to him by the University after the date heCoach obtains other employment, to which heCoach is not entitled under this provision. For purposes of this Section 5.2.2, "Similar or Related Employment" means employment in basketball, coaching, or any capacity in sports (whether by title of the position or by performing the duties regularly associated with such position), including, but not limited to, employment (a) as a coach in any division of NCAA or NAIA athletics, (b) with the National Basketball Association (NBA) or one of its affiliates, or (c) in sports related media.

5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and 5.2.3. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with the University (College), which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the 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

ATTACHMENT 3

termination by <u>the</u> University <u>(College)</u>. The liquidated damages are not, and shall not be construed to be, a penalty. Coach has been given an opportunity to consult with legal counsel of his own choosing and has not relied upon the advice of any legal counsel acting on behalf of the University.

ATTACHMENT 3

5.3. Termination by Coach for Convenience.

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

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

5.3.3-. If the Coach terminates this Agreement for convenience at any time, all obligations of the University (College) shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience and pursues employment as, or performs the services or duties regularly associated with, a head coach in NCAA Division 1 collegiate basketball, professional basketball in any capacity, or sports media in any capacity, he shall pay to the University (College), as liquidated damages and not a penalty, for the breach of this Agreement if the Agreement is terminated on or before expiration of the term, including any extensions thereof, the following sum:sums:

On or before March 31, 2016: \$200,000 April 1, 2016, through March 31, 2017: \$210,000 April 1, 2017, through March 31, 2018: \$220,000 April 1, 2018, through March 31, 2019: \$230,000 April 1, 2019, through the natural termination of this Agreement, including any extension resulting from the automatic extension provided for in Section 2.4: \$240,000.

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 the University (College) shall constitute adequate and reasonable compensation to the 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). Coach has been given an opportunity to consult with legal counsel of his own choosing and has not relied upon the advice of any legal counsel acting on behalf of the University.

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ATTACHMENT 3

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

5.4. Termination due to Disability or Death of Coach.

5.4.1—____Notwithstanding—___any –other –provision—_ofthis______Agreement,—____this _Agreement -shall -terminate -automatically -if -Coach -becomes -totally -or -permanently

_disabled as defined by the <u>University (College)'sUniversity's</u> 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 <u>Coach'sCoach's</u> death, <u>Coach'sCoach's</u> salary and all other benefits shall terminate as of the last day worked, except that the <u>Coach'sCoach's</u> 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 <u>(College)</u> 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 <u>University (College)'sUniversity's</u> disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the-Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.(College).

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

5.7 <u>6.</u> No Liability. The University <u>(College)</u> shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.8—7. Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University (College) employees, if the University (College) suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University (College) from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education <u>Rule Manual (IDAPA 08)</u> and Governing Policies and Procedures, <u>IDAPA 08.01.01 et seq.</u>, <u>Manual</u>, and the University (College) Faculty Staff Handbook Policies.

5.8. Use of Annual Leave. 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.

ARTICLE 6

6.1—____Board Approval. -This Agreement shall not be effective until and unless approved of the <u>University (College)'sUniversity's</u> Board of <u>(Regents or Trustees)</u> and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this <u>agreementAgreement</u> shall be subject to the approval of the <u>University's</u> Board of

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ATTACHMENT 3

<u>(Regents or</u> Trustees), the <u>Chief executive officerPresident</u>, 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 <u>(Regents or Trustees)</u> and <u>University (College)'s</u> rules<u>University's policies</u> regarding <u>furloughs and</u> financial exigency.

6.2. University <u>(College)</u>Property. All personal property (excluding vehicle(s) _provided -through -the ______ <u>Courtesy Car</u> 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 <u>(College)</u> or developed by Coach on behalf of the University <u>(College)</u> or at the <u>University (College)'s University's</u> direction __or __for __the <u>University (College)'s University's</u> use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University<u>(College)</u>. Within twenty-four (24) hours of the expiration of the term of this <u>agreementAgreement</u> 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<u>-(College)</u>.

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 therefortherefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9—. Non-Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the <u>University (College)'sUniversity's</u> 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
	1910 University Drive Boise, ID 83725-1020
with a copy to: Chief execut	ive officerPresident
the	Lest luceum address on file with
	Last known address on file with University (College)'s University's
1910 University Drive	Human Resource Services
Bois e, ID 83725- 100	
Coach:_	
Leon Rice	

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 <u>University</u> (<u>College</u>)'s<u>University</u>'s prior written consent in each case, use any name, trade name, trademark, or other designation of the University (<u>College</u>) (including contraction, abbreviation or simulation), except in the course and scope of his official University (<u>College</u>) duties.

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

ATTACHMENT 3

6.15—Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, including the Employment Agreement effective July 1, 2014 as it was amended effective November 1, 2014, 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)'sthe University's Board of <u>(Regents or Trustees)</u>.

6.16—____Opportunity to Consult with Attorney._ The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney._ and has not relied upon the advice of any legal counsel acting on behalf of the University. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY	
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COACH

-Leon Rice

Chief executive officer

Curt Apsey, Director of Athletics Date Date

Robert W. Kustra, President Date

Approved by the Board of <u>(Regents or Trustees)</u> on the <u>day of</u>, <u>2014</u>, <u>2015</u>.

ATTACHMENT 4

BOISE STATE UNIVERSITY

Men's Basketball APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2010-11	2011-12	2012-13	2013-14
Men's Basketball	898	942	962	1000
National % Rank by Sport	0-10	30-40	50-60	90-100

RF	PORT	Γ ΥΕΑ	R

Raw Score for single year

Percentile Rank for Sport

MULTI-YEAR (4-Year Rolling Average)						
Boise State University	Men's	956	950	941	951	
Basketball		930	930	941	931	

ATTACHMENT 5

Coach Leon Rice Maximum Compensation Calculation - 2015-2020

		 Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
3.1.1a	Annual Base Salary	\$ 625,000.00	\$ 650,000.00	\$ 675,000.00	\$ 700,000.00	\$ 725,000.00
3.1.1b	One-Time Bonus Payment	\$ 45,000.00	\$ -	\$ -	\$-	\$-
3.2.1	Additional Pay based on Performance	\$ 68,000.00	\$ 68,000.00	\$ 68,000.00	\$ 68,000.00	\$ 68,000.00
3.2.2	Additional Pay based on Academic Achievement	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
	Total Maximum potential annual compensation under					
	Employment Agreement	\$ 758,000.00	\$ 738,000.00	\$ 763,000.00	\$ 788,000.00	\$ 813,000.00
3.2.8	Away Game Guarantee					
	University of Arizona	\$ 40,600.00	NA	NA	NA	NA
	University of Oregon	NA	\$0.00	\$ 15,000.00	NA	NA
	Other		Indeterminant	Indeterminant	Indeterminant	Indeterminant
3.2.9	Home Game Scheduling					
	University of Oregon	\$ 10,000.00	NA	NA	NA	NA
	Other	\$ -	Indeterminant	Indeterminant	Indeterminant	Indeterminant

BUSINESS AFFAIRS AND HUMAN RESOURCES Comparison of Liquidated Damages Clause TOBER 22 of 2015 tain West Conference and Pac 12 Schools

ATTACHMENT 6

Coach	School	Conference	Length of Contract	2014 Sa (total co		Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
Carter, David	Nevada	Mountain West	4 years	\$ 50	00,960	Yes	Tied to Base Salary and number of years remaining on contract	Year 1: \$300,000 x 4; Year 2: \$300,000 x 3; Year 3: \$300,000 x 2; Year 4: \$300,000
Eustachy, Larry	Colorado State	Mountain West	6 years	\$ 92	28,200	Yes	Flat Rate/ Sliding Scale	\$4,500,000 for the first 5 years; \$2,250,000 in year 6
Fisher, Steve	San Diego State	Mountain West	5 years	\$ 95	51,000	Yes	Sliding Scale	If coach leaves during first two years of contract, buyout is \$750,000. If coach leaves during year 3 of the contract, buyout is \$500,000. If coach leaves during years four or five, buyout is \$300,000.
Morrill, Stew	Utah State	Mountain West	3 years	\$ 71	15,138	No	n/a	No buy-out provision, announced his retirement at the end of 2014-2015 season.
Neal, Craig	New Mexico	Mountain West	6 years	\$ 95	50,000	Yes	Flat Rate	\$1,000,000
Pilipovich, Dave	Air Force	Mountain West	3 years	\$ 25	50,000	No	Sliding Scale	If coach leaves during year 1 of contract, buyout is \$187,500. If coach leaves during year 2 of contract, buyout is \$100,000.
Rice, Dave	UNLV	Mountain West	5 years	\$ 70	00,000	Yes	Sliding Scale	If coaches leaves during first year of contract, buyout is \$ 1 million; if coach leaves during year 2 of contract, buyout is \$750,000; if coach leaves during year 3 of contract, buyout is \$500,000; if coach leaves during year 4 of contract, buyout is \$250,000; if coach leaves during year 5 of contract, buyout is \$125,000.
Shyatt, Larry	Wyoming	Mountain West	5 years	\$ 65	50,008	Yes	Tied to Base Salary and number of years remaining on contract	If coaches leaves during first year of contract, buyout is \$ 1,045,020; if coach leaves during year 2 of contract, buyout is \$840,012; if coach leaves during year 3 of contract, buyout is \$635004; if coach leaves during year 4 of contract, buyout is \$425,004; if coach leaves during year 5 of contract, buyout is \$215,004
Terry, Rodney	Fresno State	Mountain West	5 years	\$ 35	50,000	No	n/a	
Wojcik, Dave	San Jose State	Mountain West	5 years	\$ 40)3,848	Yes	Sliding Scale	If coach leaves during first two years of contract, buyout is\$200,000. If coach leaves during year three of contract, buyout is \$150,000. If coach leaves during year 4 or 5 of contract, buyout is \$125,000.

BUSINESS AFFAIRS AND HUMAN RESOURCES Comparison of Liquidated Damages Clause OTOBER 22 of 2015 tain West Conference and Pac 12 Schools

AT	TACHM	ENT 6
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Coach	School		Length of Contract	2014 Salary (total comp)	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
Alford, Steve	UCLA	Pac-12	7 years	\$ 2,630,000	Yes	Sliding Scale	Year 1 buyout = \$10.4 Million; Year 2 buyout = \$7.8 million; Year 3 buyout = \$5.2 million; Year 4 buyout = \$1 million
Altman, Dana	Oregon	Pac-12	6 years	\$ 1,900,000	Yes	Sliding Scale	If coach leaves during first two years of contract, buyout is \$1.8 million. If coach leaves during the third year of the contract, buyout is \$1.5 million. If coach leaves during third year of contract, buyout is \$1.2 million.
Boyle, Tad	Colorado	Pac-12	5 years	\$ 1,450,000	Yes	Sliding Scale	If coach leaves anytime during first two years of the contract, buyout is \$500,000. If coach leaves during year three or four of contract, buyout is \$250,000. If coaches leaves during year five of contract, buyout is \$100,000.
Krystkowiak, Larry	Utah	Pac-12	5 years	\$ 1,650,000	Yes	Flat Rate	Buyout is \$1.4 million
Miller, Sean	Arizona	Pac-12	5 years	\$ 2,400,000	Yes	Flat Rate	During first three years of contract, buyout is \$500,000. No buyout after first three years.
Romar, Lorenzo	Washington	Pac-12	8 years	\$ 1,500,000	Yes	Sliding Scale/ Flat Rate	If coach leaves during year 1, buyout is \$600,000. If coach leaves during year two, buyout is \$500,000. If coach leaves during year three, buyout is \$450,000. If coach leaves during year four, buyout is equal to base salary (\$412,000). If coach leaves for a Pac-12 school, buyout is \$1 million.
Sendek, Herb	Arizona State	Pac-12	4 years	\$ 1,200,000	Yes	Flat Rate	Buyout is \$1.1 million.
Tinkle, Wayne	Oregon State	Pac-12	6 years	\$ 800,004	Yes	Sliding Scale- goes up then down	If coach leaves during year 1, buyout is \$800,000. If coach leaves during year two, buyout is \$900,000. If coach leaves during year three or four, buyout is \$1,000,000. If coach leaves during year five, buyout is \$750,000. If coach leaves during year six, buyout is \$500,000 pro-rated by number of days already worked.

BOISE STATE UNIVERSITY

SUBJECT

Three year employment contract for Head Women's Swimming and Diving Coach Jeremy Kipp

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H.

BACKGROUND/DISCUSSION

Boise State University (BSU) is requesting approval of a three year contract for its new Head Women's Swimming and Diving Coach, Jeremy Kipp.

IMPACT

The base salary is \$80,000, with incentives as follows:

Academic incentive pay may be earned as follows:

National rank within sport:					
50th - 59.9%	=	\$1,400			
60th - 69.9%	=	\$1,600			
70th - 79.9%	=	\$2,000			
80% or above	=	\$3,000			

Athletic incentive pay may be earned as follows:

Conference Championship OR	\$3,000
Qualify Team Individual for NCAA Championship 1 to 4 student-athletes 5 to 9 student-athletes 10 or more student-athletes	\$1,000 \$3,000 \$5,000
NCAA National Coach of the Year	\$5,000
Conference Coach of the Year	\$3,000
Top 25 National Ranking at End of Season OR	\$2,000
Top 10 National Ranking at End of Season OR	\$4,000
Top 5 National Ranking at End of Season	\$5,000
Top 35 at NCAA Championships	\$2,000

Maximum potential annual compensation (base salary and potential incentive payments) is \$103,000.

In the event Jeremy Kipp terminates the contract for convenience, the following liquidated damages shall be due:

If the Agreement is terminated on or before June 30, 2016, the sum of \$20,000.

If the Agreement is terminated on or before June 30, 2017, the sum of \$10,000.

The coach can earn supplemental compensation by assisting with summer camps.

ATTACHMENTS

Attachment 1 – Proposed agreement 2015-2018	Page 3
Attachment 2 – Redline to Board model agreement	Page 17
Attachment 3 – 2010-2014 APR summary	Page 41
Attachment 4 – Maximum compensation for coach	Page 42
Attachment 5 – Conference Liquidated Damages	Page 43

STAFF COMMENTS AND RECOMMENDATIONS

Academic incentive amounts are material, with the highest amount (\$3,000) equivalent to that of a conference tournament championship.

The contract also provides the coach with a vehicle for personal and professional use. Board Policy II.F. prohibits automobile or automobile allowances unless expressly authorized by the Board. The Board of Examiners state travel policies prohibit the use of state vehicles for personal use. The Athletic Committee is working with institutions to bring their vehicle policies in compliance with Board policy and State statue. Staff recommends excluding any contract provisions for any state vehicles used for personal purposes.

The Athletics Committee met on October 9 to review this contract and will provide its recommendation at the October 22 Board meeting.

BOARD ACTION

I move to approve the request by Boise State University to enter into a new three year employment agreement with Jeremy Kipp, Head Women's Swimming and Diving Coach, for a term commencing October 25, 2015 and terminating June 30, 2018 in substantial conformance with the terms of the agreement set forth in Attachment 1, provided the agreement excludes any provisions authorizing personal use of state vehicles.

Moved by	Seconded by	Ca	arried Ye	s N	NO

ATTACHMENT 1

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 Jeremy Kipp ("Coach").

ARTICLE 1

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

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

1.3. <u>Duties</u>. 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. 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. <u>Term.</u> This Agreement is for a fixed-term appointment, commencing on October 25, 2015 and terminating, without further notice to Coach, on June 30, 2018 (the "Term"), unless sooner terminated in accordance with other provisions of this Agreement.

2.2. <u>Extension or Renewal.</u> 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.

ATTACHMENT 1

ARTICLE 3

3.1. <u>Regular Compensation</u>.

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 \$80,000, 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 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 <u>Supplemental Compensation.</u> Coach may earn supplemental compensation as follows:

3.2.1. Athletic Achievement Incentive Pay.

a)	Conference Championship: OR	\$3,000
	Qualify Team Individual for NCAA Cha	mpionship
	1 to 4 student-athletes	\$1,000
	5 to 9 student-athletes	\$3,000
	10 or more student-athletes	\$5,000
b)	NCAA National Coach of the Year	\$5,000
c)	Conference Coach of the Year	\$3,000

BAHR - SECTION I

d)	Top 25 National Ranking at End of Season OR	\$2,000
	Top 10 National Ranking at End of Season	\$4,000
	OR Top 5 National Ranking at End of Season	\$5,000
e)	Top 35 at NCAA Championships	\$2,000

National rankings will be determined by either the College Swimming Coaches of America poll (CSCAA) or the Endless Polls/collegeswimming.com poll, whichever is higher.

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 Julyif Coach is still employed by the University on that date.

3.2.2. Academic Achievement Incentive Pay. Coach will qualify for Academic Incentive Pay if the single year team Academic Progress Rate ("APR") for the Team meets the following levels in the National Ranking within Women's Swimming and Diving:

a)	50% - 59.9% =	\$1,400
b)	60% - 69.9% =	\$1,600
c)	70% - 79.9% =	\$2,000
d)	80% or above =	\$3,000

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.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director's sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach's individual performance, athletic/academic performance of Coach's assigned player personnel groups, or other performance-related factors.

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.

ATTACHMENT 1

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. Neither Coach nor any assistant coach shall appear without the prior written approval of the Director on any radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.5. 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. <u>General Conditions of Compensation</u>. 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

ATTACHMENT 1

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. <u>Coach's Specific Duties and Responsibilities</u>. 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 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 employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the University's 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 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. <u>Outside Activities</u>. 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

ATTACHMENT 1

and the President.

Outside Income. In accordance with NCAA rules, Coach shall obtain 43 prior written approval from the President and Director for all athletically-related income and benefits from sources outside the University. Coach shall report the source and amount of all such income and benefits to the President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to 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. <u>Hiring Authority</u>. 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. <u>Scheduling</u>. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team's competitions, but the final decision shall be made by the Director or the Director's designee.

4.6. <u>Other Coaching Opportunities</u>. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Without first giving ten (10) days prior written notice to 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. <u>Termination of Coach for Cause</u>. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with

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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

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coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

 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 Director or Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, 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. <u>Termination of Coach for Convenience of University</u>.

5.2.1. 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.

5.2.2. 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

ATTACHMENT 1

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.

5.2.3. 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 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.

5.2.4 In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.3. <u>Termination by Coach for Convenience</u>.

5.3.1. 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.

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5.3.2. 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 competition) so as to minimize the impact on the program.

5.3.3. 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 sum: (a) if the Agreement is terminated on or before June 30, 2016, the sum of \$20,000.00; (b) if the Agreement is terminated between July 1, 2016 and June 30, 2017 inclusive, the sum of \$10,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4. The parties have both been represented by, 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 are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

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

5.4. <u>Termination Due to Disability or Death of Coach</u>.

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, 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 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

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in force or hereafter adopted by the University and due to Coach's estate or beneficiaries hereunder.

5.4.3. 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.

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

5.6. <u>No Liability</u>. 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. <u>Waiver of Rights</u>. 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. <u>Board Approval</u>. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this Agreement shall be subject to: the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding furloughs or financial exigency.

6.2. <u>University Property</u>. 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

ATTACHMENT 1

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

6.4. <u>Waiver</u>. 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. <u>Severability</u>. 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. <u>Governing Law</u>. 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. <u>Oral Promises</u>. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8. <u>Force Majeure</u>. 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. <u>Non-Confidentiality</u>. 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. <u>Notices</u>. 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:

ATTACHMENT 1

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:	Jeremy Kipp 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. <u>Headings</u>. 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. <u>Binding Effect.</u> 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. <u>Non-Use of Names and Trademarks</u>. 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. <u>No Third Party Beneficiaries</u>. There are no intended or unintended third party beneficiaries to this Agreement.

6.15. <u>Entire Agreement; Amendments</u>. 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. <u>Opportunity to Consult with Attorney</u>. 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.

ATTACHMENT 1

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

Curt Apsey, Director of Athletics

Jeremy Kipp

Dr. Robert Kustra, President

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

(MODEL ATHLETICS CONTRACT) EMPLOYMENT AGREEMENT

 This—Employment—Agreement—(<u>(the "Agreement)</u>") is _____entered____into___this

 ______day of ______, 2015 ("Effective Date") by __and ___between

 ______(Boise State University (College)), ("the University") and ______(Jeremy Kipp ("Coach].").

ARTICLE 1

1.1. <u>Employment</u>. Subject to the terms and conditions of this Agreement, the University <u>(College)</u>-shall -employ -Coach -as -the -head -coach (the "Position") of -its intercollegiate

<u>(Sport)</u> women's swimming and diving team (the "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.

<u>1.2.</u> <u>Reporting Relationship</u>. Coach shall report and be responsible directly to the <u>University (College)'sUniversity's</u> Director of <u>Athletics (the "Director"</u>) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the <u>Director'sDirector's</u> 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 <u>University (College)'s</u> <u>Chief executive officer (Chief executive officer).University's President (the "President").</u>

<u>1.3.</u> <u>1.3.</u> <u>Duties</u>. Coach shall manage and supervise the Team and shall perform such other duties in the <u>University (College)'sUniversity's</u> athletic program as the Director may assign and as may be described elsewhere in this Agreement. The <u>University (College)</u> shall have the right, at any time, to reassign Coach to duties at the <u>University (College)</u> 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 <u>(Depending on supplemental pay provisions used)</u> shall ceaseCoach 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. <u>2.1.</u> <u>Term.</u> This Agreement is for a fixed-term appointment of _____(___) years, commencing on _____<u>October 25, 2015</u> and terminating, without further notice to Coach, on _____<u>June 30, 2018 (the "Term")</u>, unless sooner terminated in accordance with other provisions of this Agreement.

ATTACHMENT 2

2.2. <u>2.2.</u> <u>Extension or Renewal.</u> This Agreement is renewable solely upon an offer from the University <u>(College)</u> 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 <u>University's</u> Board of <u>EducationTrustees</u>. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this <u>agreementAgreement</u> count in any way toward tenure at the University<u>(College)</u>.

ATTACHMENT 2

ARTICLE 3

3.1. <u>Regular Compensation</u>.

3.1.1—____In consideration of Coach's services and satisfactory performance of ______this Agreement, the University <u>(College)</u>-shall provide to Coach:

- a) An annual A salary in the amount of <u>per year 80,000</u>, payable in biweekly installments in accordance with normal University <u>(College)</u> procedures, and such salary increases as may be determined appropriate -by -the -Director -and <u>Chief executive</u> <u>officerPresident</u> and approved by the <u>University</u> <u>(College)'sUniversity's</u> Board of
- <u>a) <u>(Regents or</u> Trustees);</u>
- b) b) The opportunity to receive such employee benefits <u>calculated on the</u> <u>"base salary"</u> as the University <u>(College)</u> provides generally to nonfaculty exempt employees; and
- c) **G**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 <u>University</u> <u>(College)'sUniversity's</u> Department of Athletics (<u>the "Department</u>)") 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.

<u>3.2</u> <u>Supplemental Compensation</u>. 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 <u>(bowl game pursuant to NCAA Division I guidelines or post-</u><u>season tournament or post-season playoffs)</u>, and if Coach continues to be employed as <u>University (College)'s head <u>(Sport)</u> coach as of the ensuing July 1st, the <u>University</u> <u>(College)</u> shall pay to Coach supplemental compensation in an amount equal to <u>(amount or computation)</u> of Coach's Annual Salary during the fiscal year in which the championship and <u>(bowl or other post-season)</u> eligibility are achieved. The</u>

ATTACHMENT 2

<u>University (College)</u> 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 <u>(national rankings</u> of sport's division, and if Coach continues to be employed as <u>University (College)</u>'s head <u>(Sport)</u> coach as of the ensuing July 1st, the <u>University (College)</u> shall pay Coach supplemental compensation in an amount equal to <u>(amount or computation)</u> of Coach's Annual Salary in effect on the date of the final poll. The <u>University (College)</u> shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

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3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the <u>3.2.1</u>. Athletic Achievement Incentive Pay.

<u>a)</u>	Conference Championship:	\$3,000
	OR	
	Qualify Team Individual for NCAA Champ	ionship
	1 to 4 student-athletes	\$1,000
	5 to 9 student-athletes	\$3,000
	10 or more student-athletes	\$5,000
<u>b)</u>	NCAA National Coach of the Year	\$5,000
<u>c)</u>	Conference Coach of the Year	\$3,000
<u>d</u>)	Top 25 National Ranking at End of Season	\$2,000
	OR	
	Top 10 National Ranking at End of Season	\$4,000
	OR	
	Top 5 National Ranking at End of Season	\$5,000
<u>e)</u>	Top 35 at NCAA Championships	\$2,000

National rankings will be determined by either the College Swimming Coaches of America poll (CSCAA) or the Endless Polls/collegeswimming.com poll, whichever is higher.

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 Julyif Coach is still employed by the University on that date.

<u>3.2.2.</u> Academic Achievement Incentive Pay. Coach will qualify for Academic Incentive Pay if the single year team Academic Progress Rate ("APR") for the Team meets the following levels in the National Ranking within Women's Swimming and Diving:

<u>a)</u>	50% - 59.9% =	\$1,400
<u>b)</u>	60% - 69.9% =	\$1,600
<u>c)</u>	70% - 79.9% =	\$2,000
<u>d)</u>	80% or above =	\$3,000

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.

<u>3.2.3. Conditions for payment of Athletic and Academic Achievement</u> supplemental compensation.

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The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director's sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach's individual performance, athletic/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 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 <u>University (College)</u> as academically at risk students; the conduct of Team members on the <u>University (College)</u> campus, at authorized <u>University (College)</u> activities, in the community, and elsewhere. performance of Coach's assigned player personnel groups, or other performance-related factors.

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 reportable to the Board of (Regents or Trustees) as a document available to the public under the Idaho Public Records Act.

3.2.4 Each year ____Coach shall be eligible tomay receive supplementalthe 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 <u>University</u> (College) students, staff, faculty, alumni and boosters; and any other factors the <u>Chief</u> 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.

3.2.5 The Coach shall receive the sum of (amount or computation) hereunder from the University (College) or **Universitv** the (College)'s 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 the Coach to participate in Programs related to hisCoach's duties as an employee of the 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 Coach's services to and performappear on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Neither Coach nor any assistant coachescoach 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

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shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall

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_not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the <u>University (College)'sUniversity's</u> designated media outlets.

3.2.6 (SUMMER CAMP-OPERATED BY UNIVERSITY (COLLEGE))

5. Coach agrees that the University <u>(College)</u> has the exclusive right to operate youth (Sport) athletic camps ("Camps") on its campus using University <u>(College)</u> facilities.— The University

<u>(College)</u> shall allow Coach the opportunity to earn supplemental compensation by assisting with the <u>University (College)'s campsCamps</u> in <u>Coach'sCoach's</u> capacity as a University <u>(College)</u> employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the <u>University (College)'s football camps.Camps</u>. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the <u>Camps, the</u> University <u>(College)'s summer football camps, the</u> shall pay Coach supplemental compensation.

<u>University (College)</u> shall pay per year as supplemental 3.2.6. Coach <u>(amount)</u>

compensation during each year of his employment as head <u>(Sport)</u> coach at the <u>University (College)</u>. This amount shall be paid <u>(terms of payment)</u>.

(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 <u>University (College)</u> 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 <u>University (College)</u> personnel, equipment, or facilities without the prior written approval of the Director;
- Assistant coaches at the <u>University (College)</u> are given priority when the Coach or the private enterprise selects coaches to participate;
- d) The Coach complies with all NCAA (NAIA), Conference, and <u>University (College)</u> 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 <u>University (College)</u> and <u>(campus</u> <u>concessionaire)</u> for all campus goods and services required by the camp.

f) The Coach or private enterprise pays for use of <u>University</u> (<u>College</u>) facilities including the _____.

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g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp

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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 <u>University (College)</u> 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 <u>University (College)</u> while engaged in camp activities. The Coach and all other <u>University (College)</u> 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, <u>University (College)</u> 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 <u>University (College)</u> shall be released from all obligations relating thereto.

3.2.7 Coach agrees that the University <u>(College)</u> 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 <u>University (College)</u>. Coach recognizes that the University <u>(College)</u> is negotiating or has entered into an agreement with <u>(Company Name)</u> to supply the <u>University (College)</u> with athletic footwear, apparel and/or equipment. Coach agrees that, upon the <u>University (College)</u>'s reasonable request, Coach will consult with appropriate parties concerning an <u>(Company Name)</u> product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by <u>(Company Name)</u>, or make other educationally-related appearances as may be reasonably requested by the

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<u>University (College)</u>. 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 <u>(Sport)</u> coach. In order to avoid entering into an agreement with a competitor of <u>(Company Name)</u> any University selected vendors, Coach shall submit all outside consulting agreements to the University <u>(College)</u> for review and approval prior to execution. Coach shall also report such outside income to the University <u>(College)</u> in accordance with NCAA <u>(or NAIA)</u> rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including <u>(Company Name)</u>, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel_a or equipment products.

3.3—. <u>General Conditions of Compensation</u>. All compensation provided by the University <u>(College)</u> 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 <u>(College)</u> 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

<u>4.1.</u> <u>4.1.</u> <u>Coach's Specific Duties and Responsibilities</u>. 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 **4.1.1.** Coach's duties under this Agreement;

<u>4.1.2.</u> <u>4.1.2.</u> 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;

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

<u>4.1.4.</u> <u>4.1.4.</u> Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University <u>(College)</u>;, the University's Board of Trustees, the conference of which the University <u>(College)</u>'s governing board, the conference, is a member (the "Conference"), and the NCAA <u>(or NAIA)</u>; 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'sUniversity's Director of NCAA Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the <u>University (College)'sUniversity's</u> athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the <u>University and Department at all times</u>. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) Governing

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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.

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<u>University (College)</u> 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) <u>University (College)</u>'s Handbook; (c) <u>University (College)</u>'s Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA (or NAIA) rules and regulations; and (f) the rules and regulations of the _(Sport)_ conference of which the <u>University (College)</u> is a member.

4<u>.2</u>

<u>4.2.</u> 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 <u>(College)</u>, would reflect adversely upon the University <u>(College)</u> 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 officerPresident, enter into separate arrangements for outside activities and endorsements which are consistent with <u>Coach's Coach's</u> obligations under this Agreement. Coach may not use the <u>University (College)'s University's</u> name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the <u>Chief executive</u> officerPresident.

4.3 <u>NCAA (or NAIA) Rules</u>. Outside Income. In accordance with NCAA (or NAIA) rules, Coach shall obtain prior written approval from the University (College)'s Chief executive officerPresident and Director for all athletically--related income and benefits from sources outside the University (College) and. Coach shall report the source and amount of all such income and benefits to the University (College)'s Chief executive officerPresident 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 the University (College). In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University (College) booster club, University (College) alumni association, University (College) foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University (College), the University (College)'s governing board, the conference, or the NCAA (or NAIA), 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—<u>.</u><u>Hiring Authority</u>. 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 <u>Chief executive officerPresident</u> and the <u>University (College)'sUniversity's</u> Board of <u>(Trustees or Regents)</u>.

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

4.7 <u>6.</u> <u>Other Coaching Opportunities</u>. 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 team₇ requiring performance of duties <u>set forth herein</u> prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Without first giving ten (10) days prior written notice to 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.</u>

ARTICLE 5

5.1—<u>. Termination of Coach for Cause</u>. The University<u>(College)</u> 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<u>and</u>, regulations<u>-</u>, and policies.

5.1.1–. In addition to the definitions contained in applicable rules and regulations, policies, the 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) 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) b)—The failure of Coach to remedy any violation of any of the terms of this agreementAgreement within thirty (30) days after written notice from the University-(College);
- c) <u>6</u>—A deliberate or major violation by Coach of any applicable law or the policies, rules, or regulations of the University<u>(College)</u>, the <u>University (College)'s governing board</u><u>University's Board of</u> <u>Trustees</u>, the <u>conferenceConference</u>, or the NCAA<u>(NAIA)</u>, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or <u>NAIANational Association of Intercollegiate Athletics ("NAIA"</u>) member institution;
- d) Ten (10) working days' days' absence of Coach from duty without the
 d) University (College)'s University's consent;
 - e) e) Any conduct of Coach that constitutes moral turpitude or that would, in the <u>University (College)'sUniversity's</u> judgment, reflect adversely on the University <u>(College)</u> or its athletic programs;
 - <u>f)</u> <u>f)</u> The failure of Coach to represent the University <u>(College)</u> and its athletic programs positively in public and private forums;

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- 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 University's Board of Trustees, the conference 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 <u>(College)</u>, the <u>University (College)</u>'s governing board<u>University's Board of</u> <u>Trustees</u>, the <u>conferenceConference</u>, or the NCAA-<u>(NAIA)</u>, 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 boardUniversity's Board of Trustees, the conference 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 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 (College) as follows: before the effective date of the suspension, reassignment, or termination, the Director or hisDirector'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 (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 <u>University</u> (<u>College</u>)'s<u>University</u>'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 (<u>College</u>) 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.

ATTACHMENT 2

5.2. <u>Termination of Coach for Convenience of University</u> (College).

5.2.1–<u>At</u> any time after commencement of this Agreement, <u>the</u> University <u>(College)</u>, 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 the University (College) terminates this Agreement for its own convenience, the University (College) 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 (College) until the termTerm of this Agreement ends; or until Goach 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 deduction according to law. In addition, Coach will be entitled to continue his the health insurance plan and group life insurance as if heCoach 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 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 to him by the University after the date heCoach obtains other employment, to which heCoach 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 hisCoach's employment with the University (College), which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the 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 the University (College). The liquidated damages are not, and shall not be construed to be, a penalty.

In	the	event	of

ATTACHMENT 2

5.2.4 non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.3. <u>Termination by Coach for Convenience</u>.

<u>5.3.1 The</u> <u>Coach recognizes that his Coach's</u> promise to work for the University <u>(College)</u> for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University <u>(College)</u> is making a highly valuable investment in <u>hisCoach's</u> employment by entering into this Agreement and that its investment would be lost were <u>heCoach</u> to resign or otherwise terminate <u>hisCoach's</u> employment with the University <u>(College)</u> before the end of the contract termTerm.

_____5.3.2 <u>The</u>. Coach, for his own convenience, may terminate this Agreement for <u>convenience</u> during its term by giving prior written notice to the University<u>(College)</u>. Termination shall be effective ten (10) days after <u>such written</u> notice is given to the University (<u>College</u>). Such termination must occur at a time outside the Team's season (including NCAA post-season competition) so as to minimize the impact on the program.

5.3.3—. If the Coach terminates this Agreement for convenience at any time, all obligations of the University (College) shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he, Coach shall pay to the University (College), as liquidated damages and not a penalty, the following sum:

(a) if the Agreement is terminated on or before June 30, 2016, the sum of \$20,000.00; (b) if the Agreement is terminated between July 1, 2016 and June 30, 2017 inclusive, the sum of \$10,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4—. The parties have both been represented by, 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 (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 the University (College) shall constitute adequate and reasonable compensation to the University (College) for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University (College).

_____5.3.5—. Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, heCoach shall forfeit to the extent permitted by law hisCoach's right to receive all supplemental compensation and other payments and all accumulated annual leave.

ATTACHMENT 2

Termination due Due to Disability or Death of Coach. 5.4.

5.4.1—____Notwithstanding—___any -other -provision—_of-this______Agreement,—____this _Agreement -shall -terminate -automatically -if -Coach- becomes -totally -or -permanently

ATTACHMENT 2

_disabled as defined by the <u>University (College)'sUniversity's</u> disability insurance carrier, becomes unable to perform the essential functions of the position of head coachPosition, or dies.

5.4.2—_____If this Agreement is terminated because of <u>Coach'sCoach's</u> death, <u>Coach'sCoach's</u> salary and all other benefits shall terminate as of the last day worked, except that the <u>Coach'sCoach's</u> 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 <u>(College)</u> and due to the <u>Coach'sCoach's</u> estate or beneficiaries thereunderhereunder.

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

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

5.7 <u>6.</u> <u>No Liability</u>. The University <u>(College)</u> shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.8—7. Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University (College) employees, if the University (College) suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University (College) from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education Rule Manual (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures, IDAPA 08.01.01 et seq.) Faculty Staff HandbookPolicies.

ARTICLE 6

6.1—. <u>Board Approval</u>. -This Agreement shall not be effective until and unless approved of the <u>University (College)'sUniversity's</u> Board of <u>(Regents or Trustees)</u> and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this <u>agreementAgreement</u> shall be subject to: the approval of the <u>University's</u> Board of

ATTACHMENT 2

<u>_(Regents or</u> Trustees)_____, the <u>Chief executive officerPresident</u>, 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 <u>_(Regents or Trustees)</u> and <u>University</u> (<u>College</u>)'s University's rules or policies regarding furloughs or financial exigency.

6.2. <u>University (College) Property</u>. All personal property (excluding vehicle(s)

provided through the program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University (College) or developed by Coach on behalf of the University (College) or at the University (College)'s University's direction —or —for —the <u>University</u> (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 termTerm of this agreementAgreement 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—<u>Assignment</u>. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 <u>Waiver</u>. 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 <u>Severability</u>. 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—<u>.Governing Law</u>. 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 district court in Ada County, Boise, Idaho.

6.7—<u>Oral Promises</u>. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University<u>(College)</u>.

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

ATTACHMENT 2

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

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

Boise State University the University (College): Director of Athletics

> 1910 University Drive Boise, Idaho 83725-1020

with a copy to: Chief executive officer Boise State University

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O 1910 University Drive Boise, Idaho 83725-1000 Coach: Jeremy Kipp

ATTACHMENT 2

Last known address on file with

University (College)'s

Human Resource Services

University's

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.

<u>6.11</u>—<u>Headings</u>. 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—<u>Binding Effect.</u> 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—<u>Non--Use of Names and Trademarks</u>. The Coach shall not, without the <u>University</u> (College)'s<u>University's</u> prior written consent in each case, use any name, trade name, trademark, or other designation of the University (<u>College</u>) (including contraction, abbreviation or simulation), except in the course and scope of <u>hisCoach's</u> official University (<u>College</u>) duties.

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

ATTACHMENT 2

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

6.16—<u>Opportunity to Consult with Attorney</u>. The Coach acknowledges that heCoach 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 <u>(COLLEGE)</u>

COACH

Chief executive officer Date

Curt Apsey, Director of Athletics Jeremy Kipp

Dr. Robert Kustra, President

Approved by the Board of <u>(Regents or Trustees)</u> on the _____ day of 2015 2014.

I

ATTACHMENT 3

REPORT YEAR Raw Score for single year Percentile Rank for Sport

BOISE STATE UNIVERSITY

Women's Swimming & Diving APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEMIC PROC	JRESS RATE (APR) SCUR	.E3			
	2010-11	2011-12	2012-13	2013-14	
Women's Swimming & Diving	991	991	1000	1000	
National % Rank by Sport	60-70	60-70	90-100	90-100	
MULTI-YEAR (4-Year Rolling Average)					

Boise State University Women's Swimming & Diving 985	991	991	995

ATTACHMENT 4

Coach Jeremy Kipp Maximum Compensation Calculation - 2015-2018

		Yr 1	Yr 2	Yr 3
3.1.1a	Annual Base Salary	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00
3.2.1	Additional Pay based on Performance	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
3.2.2	Additional Pay based on Academic Achievement Total Maximum potential annual compensation under	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
	Employment Agreement	\$ 103,000.00	\$ 103,000.00	\$ 103,000.00

Policies on coach compensation/liquidated damages in the Mountain West Governing board policies and procedures and university policies and procedures

Air Force

No information found

Colorado State

Gov board – no applicable policies found

University - no applicable policies found

Fresno State

Gov board – no applicable policies found

University - no applicable policies found

University of Hawaii

Gov board

Policy EP 9.216 Classification and Compensation of Coaches

III.

D. All multi-year contracts shall contain performance criteria. Criteria which coaches shall be expected to meet will be developed for each coach. At a minimum, coaches with multi-year contracts shall be expected to meet established standards in the following areas: (1) academic performance of student athletes; (2) personal behavior; (3) conduct of assistant coaches, staff, and players; and (4) program development.
E. It is intended that the salaries be consistent with those of colleges and

universities with comparable programs....

University - no applicable policies found

University of Nevada, Reno

Gov board

NSHE Code

Title 2, Chapter 5,

5.4.2.

(e) Contracts for appointment of head athletic coaches and assistant coaches, including interim or acting appointments, shall require only approval of the institutional president as long as the term or remaining term of the contract together with any option that has been exercised or any extension that has been offered a) does not exceed 36 months, and b) the total compensation is \$1,200,000 or less for the contract term. For these purposes, total compensation does not include standard fringe benefits available to all NSHE employees including but not limited to retirement contributions, insurance, travel, out-ofpocket expense reimbursement, annual and sick leave nor does it include outside income from sources including but not limited to commercial endorsements of products and services, income from written and video materials, summer camps or apparel and equipment endorsements. Total compensation includes performance bonuses and perquisites including but not limited to moving expenses, host account, automobile allowance or privilege, housing allowance or privilege, club membership, guest travel, event tickets and media and personal appearances. The chancellor may approve contracts that exceed 36 months for head athletic coaches and assistant coaches, other than head athletic coaches of football and men's and women's basketball. Such appointments shall not take effect, and no employment contracts for such positions shall be issued or binding, until the chancellor approves the appointments. The appointments shall be reported to the Board of Regents by the president and/or the chancellor. If, in the chancellor's opinion, any contract rises to a level in length of term that the Board's approval is needed, such approval will be required. Contracts for head athletic coaches of football and men's and women's basketball that exceed 36 months, all contracts that exceed \$1,200,000 for the contract term, and all contracts for directors of athletics shall require approval of the Board of Regents.

(f) The president shall negotiate all athletic department personnel contracts involving directors of athletics or coaches with the assistance of institutional counsel. Such appointments shall not take effect, and no employment contracts for such positions shall be issued or binding, until approved by the president and by the vice chancellor for legal affairs, including as to consistency of form.

Title 4, Chapter 24,

1.5.c. Compensation

Compensation to athletic department personnel shall be approved by the president and awarded through proper institutional channels. Employees receiving compensation for outside professional services will comply with provisions of Title 4, Chapter 3 of the Board of Regents' *Handbook*. The contracts of coaches in Departments of Intercollegiate Athletics shall provide that coaches found by the institution to have committed violations of NCAA or NJCAA rules, as applicable, will be subject to actions as provided by NCAA or NJCAA enforcement provisions. Contracts shall also provide that all coaches, full-time a d part-time, must report annually to the institution all athletically related income.

University - nothing more

University of Nevada, Las Vegas

Gov board – see above, UNR

University – nothing more

University of New Mexico

Gov board

Regents' Policy Manual - Section 6.9: Employment Contracts

Policy

Certain administrative positions within the University are characterized by a level of responsibility such that the University shall reserve the discretion to renew or not renew the periodic employment contracts of these administrators when their contracts expire. The President is authorized to designate these positions from time to time.

Implementation

The President shall adopt an administrative policy governing the terms and conditions of employment of these administrators and recognizing the discretion of the University to renew or not renew their employment contracts upon the contracts' expiration. The policy shall provide that failure to renew the contracts of administrators who are also faculty members shall not affect the rights and privileges of these administrators as faculty members. The policy shall also apply to contracts of athletic coaches.

University

Administrative Policies and Procedures Manual - Policy 3210: Recruitment and Hiring

5.13. Employment of Intercollegiate Coaches

In recognition of the unique nature of the recruitment and hiring of athletic coaches, the University provides for an exception to competitive hiring processes noted in this Policy. A hiring official may fill a new or vacant position in those circumstances where the urgency of committing a job offer to a candidate is documented and indicates that normal competitive processes are not practical to secure the selection of a highly qualified candidate. All candidates hired under this exception will serve under time-limited contract appointments.

Administrative Policies and Procedures Manual - Policy 3240: Contract Employees

2. Contract Terms and Conditions

Contracts for administrators subject to this policy are normally written for one (1) year terms. Multi-year contract terms may also be used subject to prior approval of each multi-year contract term by the President. Except for the University's right either to renew or not renew administrators' contracts, and except for matters specifically set forth in such contracts (including duties and salary), the benefits, terms, and conditions of employment of administrators on contract shall be governed by the University's personnel policies and procedures, found in <u>Section 3000</u> of the *University Business Policies and Procedures Manual*. This includes the University's right to terminate or otherwise discipline such employees for proper cause during the term of their contracts, pursuant to the University's personnel policies and procedures.

7. Coaches

Head coaches and assistant coaches in the University Athletic Department are also employed by means of periodic employment contracts, and they are subject to release by the University at the expiration of their contract terms pursuant to this policy and to the policies and procedures of the Athletic Department. The University's personnel policies and procedures, found in <u>Section 3000</u> of the University Business Policies and Procedures Manual shall apply to such coaches and assistant coaches only to the extent that they are not inconsistent with the specific terms of their contracts, this policy, and the Athletic Department policies and procedures.

San Diego State

Gov board – none (Shared Governance - SDSU governing bodies include the Office of the President, Associated Students, and the University Senate.)

University - no applicable policy found

San Jose State

Gov board – no applicable policy found

University - no applicable policy found

Utah State

Gov board – no applicable policy found

University

Policy 104 The University President and Other Officers

4.7 Vice President and Director of Athletics

The Vice President and Director of Athletics is the chief athletic program officer and is responsible to the President or his/her designee. He or she shall:

(1) provide leadership and direction for the University athletic program;

(2) recommend appointment and dismissal of athletics personnel and define their duties;

(3) develop all intercollegiate sport schedules for the University;

(4) direct the work of the head coaches, assistants, and parttime coaches of the University;

(5) prepare the budget for intercollegiate activities for approval by the Athletic Council, President, and Trustees;

(6) supervise the use of all athletic equipment and facilities and the expenditure of

athletic funds; direct the athletic promotion, development and publicity programs, in cooperation

with the Vice President for University Advancement and Commercialization;

(7) supervise the intercollegiate athletic scholarship and grants-inaid program and all athletic awards after consultation with and approval of the Athletic Council; and

(9) perform such other duties as may be assigned by the President.

University of Wyoming

Gov board - no applicable policies found

University - no applicable policies found

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BOISE STATE UNIVERSITY

SUBJECT

Three year employment contract for Defensive Coordinator Marcel Yates

REFERENCE

February 2015

Idaho State Board of Education (Board) approved material term sheet and directed Boise State University 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. Mr. Yates has served as BSU's Defensive Coordinator since 2014. 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 Bowl Subdivision (FBS) programs. The contract is similar to the standard issued by Boise State University and in conformance with the Board approved Model Agreement.

IMPACT

No state funds are used to pay contract amounts. All payments are paid 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

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 University'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 \$351,500.

The contract contains a provision that the contract is terminable on 30 days' notice if the head coach is no longer employed by BSU.

ATTACHMENTS

Attachment 1 – Proposed agreement 2015-2018	Page 5
Attachment 2 – Redline to Board model agreement	Page 19
Attachment 3 – 2010-2013 APR summary	Page 43
Attachment 4 – Maximum compensation for coach	Page 44
Attachment 5 – Conference Liquidated Damages	Page 45

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 with a vehicle for personal and professional use. Board Policy II.F. prohibits automobile or automobile allowances unless expressly authorized by the Board. The Board of Examiners state travel policies prohibit the use of state vehicles for personal use. The Athletic Committee is working with institutions to bring their vehicle policies in compliance with Board policy and State statue. Staff recommends excluding any contract provisions for any state vehicles used for personal purposes.

The Athletics Committee met on October 9 to review this contract and will provide its recommendation at the October 22 Board meeting.

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, provided the agreement excludes any provisions authorizing personal use of state vehicles.

Moved by	Seconded by	Carrieo	d Yes	No

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ATTACHMENT 1

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. <u>Employment</u>. 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. <u>Reporting Relationship</u>. 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. <u>Duties</u>. 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. <u>Term.</u> 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. <u>Extension or Renewal.</u> 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 <u>Regular Compensation</u>.

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 <u>Supplemental Compensation.</u> 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.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director's sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach's individual performance, athletic/academic performance of Coach's assigned player personnel groups, or other performance-related factors.

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 <u>General Conditions of Compensation</u>. 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. <u>Coach's Specific Duties and Responsibilities</u>. 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 <u>Outside Activities</u>. 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 <u>Outside Income</u>. In accordance with NCAA rules, Coach shall obtain prior written approval from the University President and the Director for all athleticallyrelated 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 <u>Other Coaching Opportunities</u>. 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 <u>Termination of Coach for Cause</u>. 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
- 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 <u>Termination of Coach due to Resignation or Termination of Head Coach</u>

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 <u>Termination of Coach for Convenience of University</u>.

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 <u>Termination by Coach for Convenience</u>.

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 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 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 <u>Termination Due to Disability or Death of Coach</u>.

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 <u>Interference by Coach</u>. 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 <u>No Liability</u>. 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 <u>Waiver of Rights</u>. 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 <u>Board Approval</u>. 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 <u>University Property</u>. 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 <u>Assignment</u>. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 <u>Waiver</u>. 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 <u>Severability</u>. 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 <u>Governing Law</u>. 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 <u>Oral Promises</u>. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 <u>Force Majeure</u>. 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 <u>Non-Confidentiality</u>. 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 <u>Notices</u>. 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 <u>Headings</u>. 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 <u>Binding Effect.</u> 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 <u>Non-Use of Names and Trademarks</u>. 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 <u>No Third Party Beneficiaries</u>. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 <u>Entire Agreement; Amendments</u>. 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 <u>Opportunity to Consult with Attorney</u>. 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.

ATTACHMENT 1

UNIVERSITY

COACH

Curt Apsey, Director of Athletics	Date	Marcel Yates	Date
Dr. Robert Kustra, President	Date		
Approved by the Board on the	d	lay of	, 2015.

(MODEL ATHLETICS CONTRACT) EMPLOYMENT AGREEMENT

<u>(Marcel Y</u> (<u>"Coach</u>).").

ARTICLE 1

<u>(Sport)</u> <u>Football</u> team (<u>the "</u>Team) (or Director of Athletics). <u>").</u> Coach (Director) represents and

_warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

<u>1.2.</u> <u>Reporting Relationship</u>. Coach shall report and be responsible directly to the <u>University (College)'s Director or University's Head Coach of</u> the <u>Director's Team (the "Head Coach") or the Head Coach's</u> designee. Coach shall abide by the reasonable instructions of <u>Director Head Coach</u> or the <u>Director's Head Coach's</u> designee and shall confer with the <u>Director Head Coach</u> or the <u>Director's Head Coach's</u> designee on all administrative and technical matters. Coach shall also be under the general supervision of the <u>University (College)'s Chief</u> executive officer (Chief executive officer).University's Director of Athletics (the "Director").

<u>1.3.</u> <u>1.3.</u> <u>Duties</u>. Coach shall <u>manage and superviseserve as the defensive</u> <u>coordinator for</u> the Team and shall perform such other duties in the <u>University</u> <u>(College)'sUniversity's</u> athletic program as the <u>DirectorHead Coach</u> may assign and as may be described elsewhere in this Agreement. <u>The University (College)Coach</u> shall have the right, at any time, to reassign Coach to duties at the <u>University (College)</u> other than as head coach<u>best</u> of the Team, provided that Coach's compensationability, and consistent with <u>University policies</u> 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 <u>(Depending on supplemental pay provisions used)</u> shall cease procedures, perform all duties and responsibilities customarily associated with the Position.

ARTICLE 2

2.1. <u>2.1.</u> <u>Term.</u> This Agreement is for a fixed-term appointment of <u>_____(three</u> (3) years, commencing on <u>_____March 1, 2015</u> and terminating, without further notice to Coach, on <u>_____February 28, 2018 (the "Term")</u>, unless sooner terminated in accordance with

other provisions of this Agreement.

2.2. <u>2.2.</u> <u>Extension or Renewal.</u> This Agreement is renewable solely upon an offer from the University <u>(College)</u> 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 <u>University's</u> Board of <u>EducationTrustees</u>. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this <u>agreementAgreement</u> count in any way toward tenure at the University<u>(College)</u>.

ARTICLE 3

3.1 <u>Regular Compensation</u>.

3.1.1—____In consideration of Coach's services and satisfactory performance of ______this Agreement, the University <u>(College)</u>-shall provide to Coach:

a) An annual A salary in the amount of \$_____330,000 per year, payable in biweekly installments in accordance with normal University (<u>College</u>) procedures, and such salary increases as may be determined appropriate -by -the <u>Head Coach and</u> Director -and <u>Chief</u> executive officer and approved by the <u>University</u> (<u>College</u>)'s<u>University</u>'s Board of

<u>_(Regents or</u> Trustees)____;

- b) The opportunity to receive such employee benefits <u>calculated on the</u> <u>"base salary"</u> as the University <u>(College)</u> provides generally to nonfaculty exempt employees; and
- Gc) 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 <u>University</u> (<u>College</u>)'s<u>University</u>'s Department of Athletics (<u>the</u> "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.

<u>3.2</u> <u>Supplemental Compensation</u>. Coach may earn supplemental compensation as follows:

- 3.2.1. Each year Athletic Achievement Incentive Pay.
 - <u>a) If the Team is football team participates in the conference champion or co-champion and also becomes eligible for Conference Championship Game, Coach will receive a (\$2,000 bonus.</u>

In addition,

BAHR - SECTION I

ATTACHMENT 1

b) If the football team participates in a bowl game<u>pursuant to NCAA</u>
 <u>Division I guidelines or post</u> season tournament or postseason playoffs), and, 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.

<u>If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the</u> <u>University will pay Coach on the first regular pay date in the following February if Coach</u> <u>continues to be is still</u> employed as <u>University (College)'s head</u> <u>(Sport)</u> coach as of <u>the ensuing July 1st</u>, 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
 - <u>d)</u> 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.

<u>3.2.3(College)</u> shall pay to Coach. Conditions for payment of Athletic and Academic Achievement supplemental -compensation in an amount equal to.

<u>(amount or computation)</u> of Coach's Annual Salary during the fiscal year in which the championship and <u>(bowl or other post-season)</u> eligibility are achieved. The <u>University (College)</u> 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 <u>(national rankings</u> of sport's division, and if Coach continues to be employed as <u>University (College)</u>'s head <u>(Sport)</u> coach as of the ensuing July 1st, the <u>University (College)</u> shall pay Coach supplemental compensation in an amount equal to <u>(amount or computation)</u> of Coach's Annual Salary in effect on the date of the final poll. The <u>University (College)</u> shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director's sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach's individual performance, athletic/

<u>3.2.3</u> Each year Coach shall be eligible to receive supplemental compensation in an amount up to <u>(amount or computation)</u> 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 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 <u>University (College)</u> as academically at-risk students; the conduct of Team members on the <u>University (College)</u> campus, at authorized <u>University (College)</u> activities, in the community, and elsewhere. performance of Coach's assigned player personnel groups, or other performance-related factors.

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 reportable to the Board of (Regents or Trustees) as a document available to the public under the Idaho Public Records Act.

3.2.4 Each year___Coach shall be eligible tomay receive supplementalthe compensation in an amount up to <u>(amount or computation)</u> based on the overall development of the intercollegiate (men's/women's) <u>(Sport)</u> program; ticket sales; fundraising; outreach by Coach to various constituency groups, including <u>University</u> (<u>College</u>) students, staff, faculty, alumni and boosters; and any other factors the <u>Chief</u> 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.

3.2.5 The Coach shall receive the sum of - (amount University (College) or University computation) hereunder from the the (College)'s 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). requiring the Coach to participate in Programs related to his Coach's duties as an employee of the 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 hisCoach's services to and performappear 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

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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 <u>Head Coach and Director</u>, Coach shall <u>not appear in any commercial endorsements</u>.

not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the <u>University (College)</u>'s designated media outlets.

3.2.6 (SUMMER CAMP-OPERATED BY UNIVERSITY (COLLEGE))

5 Coach agrees that the University <u>(College)</u> has the exclusive right to operate youth (Sport) athletic camps ("Camps") on its campus using University <u>(College)</u> facilities.— The University

<u>(College)</u> shall allow Coach the opportunity to earn supplemental compensation by assisting with the <u>University (College)'s camps in Coach's Camps in Coach's</u> capacity as a University <u>(College)</u> employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the <u>University (College)'s football camps.Camps.</u> Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the <u>Camps, the</u> University <u>(College)'s summer football camps, the shall pay Coach supplemental compensation.</u>

<u>University (College)</u>shall payper year as supplemental3.2.6Coach (amount)

compensation during each year of his employment as head <u>(Sport)</u> coach at the <u>University (College)</u>. This amount shall be paid <u>(terms of payment)</u>.

(SUMMER CAMP—OPERATED BY COACH) Coach may operate a summer youth <u>(Sport)</u> camp at the <u>University (College)</u> under the following conditions:

- a) The summer youth camp operation reflects positively on the <u>University (College)</u> 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 <u>University (College)</u> personnel, equipment, or facilities without the prior written approval of the Director;
- Assistant coaches at the <u>University (College)</u> are given priority when the Coach or the private enterprise selects coaches to participate;
- d) The Coach complies with all NCAA (NAIA), Conference, and <u>University (College)</u> 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 <u>University (College)</u> and <u>(campus</u> <u>concessionaire)</u> for all campus goods and services required by the camp.

f) The Coach or private enterprise pays for use of <u>University</u> (<u>College</u>) facilities including the _____.

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g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp

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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;
- To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the <u>University (College)</u> 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 <u>University (College)</u> while engaged in camp activities. The Coach and all other <u>University (College)</u> 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, <u>University (College)</u> 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 <u>University (College)</u> shall be released from all obligations relating thereto.

3.2.7 Coach agrees that the University <u>(College)</u> 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 <u>University (College)</u>. Coach recognizes that the University <u>(College)</u> is negotiating or has entered into an agreement with <u>(Company Name)</u> to supply the <u>University (College)</u> with athletic footwear, apparel and/or equipment. Coach agrees that, upon the <u>University (College)</u>'s reasonable request, Coach will consult with appropriate parties concerning an <u>(Company Name)</u> product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by <u>(Company Name)</u>, or make other educationally-related appearances as may be reasonably requested by the

<u>University (College)</u>. 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 <u>(Sport)</u> coach. In order to avoid entering into an agreement with a competitor of <u>(Company Name)</u> any University selected vendors, Coach shall submit all outside consulting agreements to the University <u>(College)</u> for review and approval prior to execution. Coach shall also report such outside income to the University <u>(College)</u> in accordance with NCAA <u>(or NAIA)</u> rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including <u>(Company Name)</u>, 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—<u>General Conditions of Compensation</u>. 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 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

<u>4.1.</u> <u>4.1.</u> <u>Coach's Specific Duties and Responsibilities</u>. In- consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall <u>perform all duties and responsibilities as assigned by the Head Coach, such duties and responsibilities may include, but are not limited to:</u>

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

<u>4.1.2.</u> <u>4.1.2.</u> 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;

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

<u>4.1.4.</u> <u>4.1.4.</u> Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University <u>(College)</u>, the University's Board of Trustees, the conference of which the University <u>(College)</u>'s governing board, the conference, is a member (the "Conference"), and the NCAA-<u>(or NAIA)</u>; supervise and take appropriate steps to ensure that Coach's assistant coaches, any otherany 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 <u>DirectorHead Coach</u> and to the <u>Department'sUniversity</u>'s Director of NCAA Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the <u>University</u> <u>(College)'sUniversity</u>'s athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. <u>Coach shall cooperate fully with theCoach shall promote an</u>

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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.

<u>University (College)</u> 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) <u>University (College)</u>'s Handbook; (c) <u>University (College)</u>'s Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA (or NAIA) rules and regulations; and (f) the rules and regulations of the _(Sport)_ conference of which the <u>University (College)</u> is a member.

4<u>.2</u>

<u>4.2</u> <u>Outside Activities.</u> 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 <u>(College)</u>, would reflect adversely upon the University <u>(College)</u> or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the <u>Head Coach and the</u> Director, who may consult with the Chief executive officer, enter into separate arrangements for outside activities and endorsements which are consistent with <u>Coach's Coach's</u> obligations under this Agreement. Coach may not use the <u>University (College)'sUniversity's</u> name, logos, or trademarks in connection with any such arrangements without the prior written approval of the <u>DirectorUniversity President</u> and the <u>Chief executive officer</u>.

4.3 <u>NCAA (or NAIA) Rules</u>. Outside Income. In accordance with NCAA (or NAIA) rules, Coach shall obtain prior written approval from the University (College)'s Chief executive officerPresident and the Director for all athletically--related income and benefits from sources outside the University (College) and. Coach shall report the source and amount of all such income and benefits to the University (College)'s Chief executive officerDirector 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 the University (College). In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University (College) booster club, University (College) alumni association, University (College) foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University (College), the University (College)'s governing board, the conference, or the NCAA (or NAIA), 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 <u>Hiring Authority</u>. 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 <u>University (College)</u>'s Board of <u>(Trustees or Regents)</u>.

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4.5 <u>Scheduling</u>. 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 <u>4.4</u> <u>Other Coaching Opportunities</u>. 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 <u>set forth herein</u> prior to the expiration of this Agreement, without the prior approval of the <u>Head Coach and the</u> 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—<u>Termination of Coach for Cause</u>. The University<u>(College)</u> 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 rulesand, regulations, and policies.

5.1.1–In addition to the definitions contained in applicable rules and regulations, policies, the 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) b)—The failure of Coach to remedy any violation of any of the terms of this agreementAgreement within thirty (30) days after written notice from the University-(College);
- c) 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 boardUniversity's Board of Trustees, the conferenceConference, 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 NAIANational Association of Intercollegiate Athletics ("NAIA") member institution;
- d) Ten (10) working days' days' absence of Coach from duty without the
 d) University (College)'s University's consent;
 - e) e) Any conduct of Coach that constitutes moral turpitude or that would, in the <u>University (College)'sUniversity's</u> judgment, reflect adversely on the University <u>(College)</u> or its athletic programs;
 - <u>f)</u> The failure of Coach to represent the University <u>(College)</u> and its athletic programs positively in public and private forums;

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- 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 boardUniversity's Board of Trustees, the conference 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 <u>(College)</u>, the <u>University (College)'s governing boardUniversity's Board of</u> <u>Trustees</u>, the <u>conferenceConference</u>, or the NCAA-<u>(NAIA)</u>, by one of <u>Coach's assistant coaches</u>, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) i)—A violation of any applicable law or the policies, rules or regulations of the University (College), the University (College)'s governing boardUniversity's Board of Trustees, the conferenceConference, 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 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 (<u>College</u>) as follows: –before the effective date of the suspension, reassignment, or termination, the <u>Head Coach</u>, Director, or <u>histhe Head Coach's or the Director's</u> 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, <u>the</u> University (<u>College</u>) 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 <u>University</u> (<u>College</u>)'s<u>University</u>'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 (<u>College</u>) 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-<u>(NAIA)</u> 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 <u>(NAIA)</u> enforcement procedures. This section applies to violations occurring at the University <u>(College)</u> or at previous institutions at which—the Coach was employed.

5.2 <u>Termination of Coach due to Resignation or Termination of Head Coach</u>

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 (College).

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

5.3.2.2. In the event that the University (College) terminates this Agreement for its own convenience, the University (College) shall be obligated to pay to Coach, as liquidated damages and not a penalty, the <u>"base salary</u>" set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University (College) until the termTerm 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 his the health insurance plan and group life insurance as if he<u>Coach</u> 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 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 to him by the University after the date heCoach obtains other employment, to which heCoach is not entitled under this provision.

5.2.3—.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

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foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to hisCoach's employment with the University (College), which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the 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 the University (College). 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.

<u>5.4</u> <u>Termination by Coach for Convenience</u>.

<u>5.34</u>.1 <u>The</u> Coach recognizes that <u>hisCoach's</u> promise to work for <u>the</u> University <u>(College)</u> for the entire term of this Agreement is of the essence of this Agreement. <u>The</u> Coach also recognizes that the University <u>(College)</u> is making a highly valuable investment in <u>hisCoach's</u> employment by entering into this Agreement and that its investment would be lost were <u>heCoach</u> to resign or otherwise terminate <u>hisCoach's</u> employment with the University <u>(College)</u> before the end of the contract <u>termTerm</u>.

_____5.34.2 <u>The</u> Coach, for his own convenience, may terminate this Agreement for convenience during its term by giving prior written notice to the University <u>(College)</u>. Termination shall be effective ten (10) days after <u>such written</u> notice is given to the University (College). 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.

5.4.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University <u>(College)</u> shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he, Coach shall pay to the University <u>(College)</u>, as liquidated damages and not a penalty, the following sum:

<u>sums:</u> 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.

5.3.4—.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 (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 the University (College) shall constitute adequate and reasonable compensation to the 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).

_5.34.5— Except as provide elsewhere in this Agreement, if Coach terminates

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this Agreement for convenience, <u>heCoach</u> shall forfeit to the extent permitted by law <u>hisCoach's</u> right to receive all supplemental compensation and other payments <u>and all accumulated annual leave</u>.

5.4<u>5</u> <u>Termination due Due to Disability or Death of Coach</u>.

5.45.1—____Notwithstanding—____any –other –provision—_ofthis______Agreement,—____this

Agreement -shall -terminate -automatically -if -Coach- becomes -totally -or -permanently

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_disabled as defined by the <u>University (College)'sUniversity's</u> disability insurance carrier, becomes unable to perform the essential functions of the <u>position of head coachPosition</u>, or dies.

5.45.2—____If this Agreement is terminated because of Coach'sCoach's death, Coach'sCoach's salary and all other benefits shall terminate as of the last day worked, except that the Coach'sCoach'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'sCoach's estate or beneficiaries thereunderhereunder.

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

5.5—6 Interference by Coach. —In the event of termination, suspension, or reassignment or termination, Coach agrees that Coach will not interfere with the University (College)'s University's student-athletes or otherwise obstruct the University (College)'s University's ability to transact business or operate its intercollegiate athletics program.

5.7—<u>No Liability</u>. The University<u>(College)</u> 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—<u>Waiver of Rights</u>. 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 Rule Manual (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures, IDAPA 08.01.01 et seq., Manual, and the University (College) Faculty-Staff HandbookPolicies.

ARTICLE 6

6.1—<u>Board Approval.</u> -This Agreement shall not be effective until and unless approved of the <u>University (College)'sUniversity's</u> Board of <u>(Regents or Trustees)</u> and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this <u>agreementAgreement</u> shall be subject to: the approval of the <u>University</u> (<u>College</u>)'s University's Board of

<u>(Regents or Trustees)</u>, the Chief executive officer Director, and the Director 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 (Regents or Trustees) and University (College)'s University's rules or policies regarding furloughs or financial exigency.

6.2 <u>University (College)</u> Property. All personal property (excluding vehicle(s)

provided through the program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University (College) or developed by Coach on behalf of the University (College) or at the <u>University</u> (College)'s University's direction or for the <u>University</u> (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 termTerm of this agreement Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the **Director**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—<u>Waiver</u>. 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—<u>Governing Law</u>. 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 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 (College).

6.8—<u>Force Majeure</u>. 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—<u>Non-Confidentiality</u>. 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<u>Coach</u> is required to produce under this Agreement may be released and made available to the public at the <u>University (College)'sUniversity's</u> sole discretion.

6.10—<u>Notices</u>. 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 <u>(College)</u> :	: Director of Athl	Boise State University etics
	1910 University Boise, Idaho 83	
with a copy to: Chief exect	itive officer	Boise State University
	0	1910 University Drive
$\frac{f}{f}$		Boise, Idaho 83725-1000
f f i c e	Coach:	Marcel Yates
<u>e</u>		
<u>o</u> <u>f</u>		
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<u>P</u>		
<u>r</u> <u>e</u>		
P r e s i d e n		
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<u>t</u>		

ATTACHMENT 1

Last known address on file with <u>University (College)</u>'s University's Human Resource Services

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

<u>6.11—Headings</u>. 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—<u>Binding Effect.</u> 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—<u>Non--Use of Names and Trademarks</u>. The Coach shall not, without the <u>University</u> (<u>College)'sUniversity's</u> prior written consent in each case, use any name, trade name, trademark, or other designation of the University (<u>College</u>) (including contraction, abbreviation or simulation), except in the course and scope of <u>hisCoach's</u> official University (<u>College</u>) duties.

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

6.15—<u>Entire Agreement; Amendments</u>. This Agreement constitutes the entire agreement of <u>between</u> 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 <u>University (College)'sthe University's Board of <u>(Regents or Trustees)</u>.</u>

6.16—<u>Opportunity to Consult with Attorney</u>. The Coach acknowledges that he<u>Coach</u> 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 <u>(COLLEGE)</u>

COACH

Chief executive officer

Curt Apsey, Director of Athletics Date Date

——Marcel Yates

Dr. Robert Kustra, President Date

Approved by the Board of <u>(Regents or Trustees)</u> on the <u>day of</u> <u>2014.</u>

BOISE STATE UNIVERSITY

Football APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2010-11	2011-12	2012-13	2013-14
Football	984	985	980	973
National % Rank by Sport	90-100	90-100	90-100	70-80

REPORT YEAR

Raw Score for single year

Percentile Rank for Sport

MULTI-YEAR (4-Year Rolling Average)							
Football	989	993	988	981			

		 Yr 1	Yr 2	Yr 3
3.1.1a	Annual Base Salary	\$ 330,000.00	\$ 330,000.00	\$ 330,000.00
3.2.1 (a)	Additional Pay based on Performance	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
3.2.1 (b)	Additional Pay based on Performance	\$ 16,500.00	\$ 16,500.00	\$ 16,500.00
3.2.2	Additional Pay based on Academic Achievement	\$5 <i>,</i> 000	\$5 <i>,</i> 000	\$5 <i>,</i> 000
	Total Maximum potential annual compensation under			
	Employment Agreement	\$ 353,500.00	\$ 353,500.00	\$ 353,500.00

Coach Marcel Yates Maximum Compensation Calculation - 2015-2018

Policies on coach compensation/liquidated damages in the Mountain West Governing board policies and procedures and university policies and procedures

Air Force

No information found

Colorado State

Gov board – no applicable policies found

University - no applicable policies found

Fresno State

Gov board – no applicable policies found

University - no applicable policies found

University of Hawaii

Gov board

Policy EP 9.216 Classification and Compensation of Coaches

III.

D. All multi-year contracts shall contain performance criteria. Criteria which coaches shall be expected to meet will be developed for each coach. At a minimum, coaches with multi-year contracts shall be expected to meet established standards in the following areas: (1) academic performance of student athletes; (2) personal behavior; (3) conduct of assistant coaches, staff, and players; and (4) program development.
E. It is intended that the salaries be consistent with those of colleges and

universities with comparable programs....

University - no applicable policies found

University of Nevada, Reno

Gov board

NSHE Code

Title 2, Chapter 5,

5.4.2.

(e) Contracts for appointment of head athletic coaches and assistant coaches, including interim or acting appointments, shall require only approval of the institutional president as long as the term or remaining term of the contract together with any option that has been exercised or any extension that has been offered a) does not exceed 36 months, and b) the total compensation is \$1,200,000 or less for the contract term. For these purposes, total compensation does not include standard fringe benefits available to all NSHE employees including but not limited to retirement contributions, insurance, travel, out-ofpocket expense reimbursement, annual and sick leave nor does it include outside income from sources including but not limited to commercial endorsements of products and services, income from written and video materials, summer camps or apparel and equipment endorsements. Total compensation includes performance bonuses and perquisites including but not limited to moving expenses, host account, automobile allowance or privilege, housing allowance or privilege, club membership, guest travel, event tickets and media and personal appearances. The chancellor may approve contracts that exceed 36 months for head athletic coaches and assistant coaches, other than head athletic coaches of football and men's and women's basketball. Such appointments shall not take effect, and no employment contracts for such positions shall be issued or binding, until the chancellor approves the appointments. The appointments shall be reported to the Board of Regents by the president and/or the chancellor. If, in the chancellor's opinion, any contract rises to a level in length of term that the Board's approval is needed, such approval will be required. Contracts for head athletic coaches of football and men's and women's basketball that exceed 36 months, all contracts that exceed \$1,200,000 for the contract term, and all contracts for directors of athletics shall require approval of the Board of Regents.

(f) The president shall negotiate all athletic department personnel contracts involving directors of athletics or coaches with the assistance of institutional counsel. Such appointments shall not take effect, and no employment contracts for such positions shall be issued or binding, until approved by the president and by the vice chancellor for legal affairs, including as to consistency of form.

Title 4, Chapter 24,

1.5.c. Compensation

Compensation to athletic department personnel shall be approved by the president and awarded through proper institutional channels. Employees receiving compensation for outside professional services will comply with provisions of Title 4, Chapter 3 of the Board of Regents' *Handbook*. The contracts of coaches in Departments of Intercollegiate Athletics shall provide that coaches found by the institution to have committed violations of NCAA or NJCAA rules, as applicable, will be subject to actions as provided by NCAA or NJCAA enforcement provisions. Contracts shall also provide that all coaches, full-time a d part-time, must report annually to the institution all athletically related income. University - nothing more

University of Nevada, Las Vegas

Gov board – see above, UNR

University – nothing more

University of New Mexico

Gov board

Regents' Policy Manual - Section 6.9: Employment Contracts

Policy

Certain administrative positions within the University are characterized by a level of responsibility such that the University shall reserve the discretion to renew or not renew the periodic employment contracts of these administrators when their contracts expire. The President is authorized to designate these positions from time to time.

Implementation

The President shall adopt an administrative policy governing the terms and conditions of employment of these administrators and recognizing the discretion of the University to renew or not renew their employment contracts upon the contracts' expiration. The policy shall provide that failure to renew the contracts of administrators who are also faculty members shall not affect the rights and privileges of these administrators as faculty members. The policy shall also apply to contracts of athletic coaches.

University

Administrative Policies and Procedures Manual - Policy 3210: Recruitment and Hiring

5.13. Employment of Intercollegiate Coaches

In recognition of the unique nature of the recruitment and hiring of athletic coaches, the University provides for an exception to competitive hiring processes noted in this Policy. A hiring official may fill a new or vacant position in those circumstances where the urgency of committing a job offer to a candidate is documented and indicates that normal competitive processes are not practical to secure the selection of a highly qualified candidate. All candidates hired under this exception will serve under time-limited contract appointments.

Administrative Policies and Procedures Manual - Policy 3240: Contract Employees

2. Contract Terms and Conditions

Contracts for administrators subject to this policy are normally written for one (1) year terms. Multi-year contract terms may also be used subject to prior approval of each multi-year contract term by the President. Except for the University's right either to renew or not renew administrators' contracts, and except for matters specifically set forth in such contracts (including duties and salary), the benefits, terms, and conditions of employment of administrators on contract shall be governed by the University's personnel policies and procedures, found in <u>Section 3000</u> of the *University Business Policies and Procedures Manual*. This includes the University's right to terminate or otherwise discipline such employees for proper cause during the term of their contracts, pursuant to the University's personnel policies and procedures.

7. Coaches

Head coaches and assistant coaches in the University Athletic Department are also employed by means of periodic employment contracts, and they are subject to release by the University at the expiration of their contract terms pursuant to this policy and to the policies and procedures of the Athletic Department. The University's personnel policies and procedures, found in <u>Section 3000</u> of the University Business Policies and Procedures Manual shall apply to such coaches and assistant coaches only to the extent that they are not inconsistent with the specific terms of their contracts, this policy, and the Athletic Department policies and procedures.

San Diego State

Gov board – none (Shared Governance - SDSU governing bodies include the Office of the President, Associated Students, and the University Senate.)

University - no applicable policy found

San Jose State

Gov board – no applicable policy found

University - no applicable policy found

Utah State

Gov board – no applicable policy found

University

Policy 104 The University President and Other Officers

4.7 Vice President and Director of Athletics

The Vice President and Director of Athletics is the chief athletic program officer and is responsible to the President or his/her designee. He or she shall:

(1) provide leadership and direction for the University athletic program;

(2) recommend appointment and dismissal of athletics personnel and define their duties;

(3) develop all intercollegiate sport schedules for the University;

(4) direct the work of the head coaches, assistants, and parttime coaches of the University;

(5) prepare the budget for intercollegiate activities for approval by the Athletic Council, President, and Trustees;

(6) supervise the use of all athletic equipment and facilities and the expenditure of

athletic funds; direct the athletic promotion, development and publicity programs, in cooperation

with the Vice President for University Advancement and Commercialization;

(7) supervise the intercollegiate athletic scholarship and grants-inaid program and all athletic awards after consultation with and approval of the Athletic Council; and

(9) perform such other duties as may be assigned by the President.

University of Wyoming

Gov board - no applicable policies found

University - no applicable policies found

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BOISE STATE UNIVERSITY

SUBJECT

Three year employment contract for Co-Head Women's Gymnastics Coach Neil Resnick

REFERENCE

December 2012	Idaho State Board of Education (Board) approved a
	three year employment agreement with Neil Resnick

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H.

BACKGROUND/DISCUSSION

Boise State University (BSU) is requesting approval of a three year contract with Neil Resnick as Co-Head Women's Gymnastics Coach.

Coach Resnick's accomplishments and the accomplishments of the team since then the previous contract include:

- Mountain Rim Gymnastics Conference (MRGC) Champions in 2015.

- 2014 MRGC Runner-Up.
- WAC Champions in 2013.

- WAC Co-Head Coaches of the Year in 2013. - Finished the season in the nation's Top 25 all eight seasons at Boise State.

- Ciera Perkins received National Association of Collegiate Gymnastic Coaches/Women (NAGCC/W) Second Team All-America honors on vault and uneven bars in 2015, and on floor exercise in 2014 (Making her the first Bronco to earn All-America honors on floor exercise).

- Boise State had 12 All-MRGC honors among their athletes in 2015, the most in the conference.

- The team finished the 2014-15 academic year with a 3.7256 team GPA, the third-highest team GPA in the country. It is also the highest ranking in school history for the program.

IMPACT

The contract base salary is \$78,802 the first year, \$81,800 for the second year, and \$84,800 for the third year with incentives as follows:

Academic incentive pay may be earned if the team Academic Progress Rate (APR) is as follows:

National score within sport:

50% - 59.9% = \$1,400

60% - 69.9%	=	\$1,600
70% – 79.9%	=	\$1,800
80% or higher	=	\$2,000

Athletic Incentive Pay may be earned as follows:

_	Conference Tournament Championships – or –	\$2,000 (Only one)
-	Qualify Team for NCAA Regionals	\$1,500
_	Qualify Team for NCAA Nationals	\$3,000
_	Conference Coach of the Year	\$2,000
_	NCAA Regional Coach of the Year	\$3,000
_	NCAA National Coach of the Year	\$5,000
_	Top 25 National Ranking at End of Season	\$2,000
	– or –	(Only one)
-	Top 12 National Ranking at End of Season – or –	\$4,000 (Only one)
—	Top 6 National Ranking at End of Season	\$5,000

Maximum potential annual compensation (base salary and potential incentive payments) is \$100,800.

In the event Neil Resnick terminates the agreement for convenience, the following liquidated damages shall be due:

If agreement is terminated on or before June 30, 2016, the sum of \$20,000. If agreement is terminated on or before June 30, 2017, the sum of \$10,000.

ATTACHMENTS

Attachment 1 – Proposed agreement 2015-2018	Page 5
Attachment 2 – Redline to current agreement	Page 19
Attachment 3 – Redline to Board model agreement	Page 35
Attachment 4 – 2010-2014 APR summary	Page 59
Attachment 5 – Maximum compensation for coach	Page 60
Attachment 6 – Conference Liquidated Damages	Page 61

STAFF COMMENTS AND RECOMMENDATIONS

Academic incentive amounts are material, with the highest amount (\$2,000) equivalent to that of a conference tournament championship.

The contract also provides the coach with a vehicle for personal and professional use. Board Policy II.F. prohibits automobile or automobile allowances unless expressly authorized by the Board. The Board of Examiners state travel policies prohibit the use of state vehicles for personal use. The Athletic Committee is

working with institutions to bring their vehicle policies in compliance with Board policy and State statue. Staff recommends excluding any contract provisions for any state vehicles used for personal purposes.

The Athletics Committee met on October 9 to review this contract and will provide its recommendation at the October 22 Board meeting.

BOARD ACTION

I move to approve the request by Boise State University to enter into a new three year employment agreement with Neil Resnick, Co-Head Women's Gymnastics Coach, for a term commencing October 25, 2015 and terminating June 30, 2018 in substantial conformance with the terms of the agreement set forth in Attachment 1, provided the agreement excludes any provisions authorizing personal use of state vehicles.

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 Neil Resnick ("Coach").

ARTICLE 1

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

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

1.3. <u>Duties</u>. 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. 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. Coach shall share in these duties with co-head coach Tina Bird.

ARTICLE 2

2.1. <u>Term.</u> This Agreement is for a fixed-term appointment of, commencing on October 25, 2015 and terminating, without further notice to Coach, on June 30, 2018 (the "Term"), unless sooner terminated in accordance with other provisions of this Agreement.

2.2. <u>Extension or Renewal.</u> 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. <u>Regular Compensation</u>.

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

- a) A base salary in the amount of: \$78,802 for the first year; \$81,800 for the second year; \$84,800 for the third 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 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 <u>Supplemental Compensation.</u> Coach may earn supplemental compensation as follows:

3.2.1. Athletic Achievement Incentive Pay.

a)	Conference Tournament Champions	\$2,000
	OR	
	Qualify team for NCAA Regionals	\$1,500
b)	Quality team for NCAA Nationals	\$3,000
c)	Conference Coach of the Year	\$2,000

d)	NCAA Regional Coach of the Year	\$3,000	
e)	NCAA National Coach of the Year	\$5,000	
f)	Top 25 National Ranking at End of Season:	\$2,000	
		OR		
		Top 12 National Ranking at End of Season:	\$4,000	
		OR		
		Top 6 National Ranking at End of Season:	\$5,000	

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 July if Coach is still employed by the University on that date.

3.2.2. Academic Achievement Incentive Pay.

Academic Incentive Pay may be earned if the annual Academic Progress Rate ("APR") for the Team meets the following levels of the 4 year National Ranking:

National Rank with	4	
50 th -59.9%	=	\$1,400
60 th - 69.9 %	=	\$1,600
$70^{th} - 79.9$ %	=	\$1,800
80 th % or above	=	\$2,000

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.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director's sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach's individual performance, athletic/academic performance of Coach's assigned player personnel groups, or other performance-related factors.

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. Neither Coach nor any assistant coach shall appear without the prior written approval of the Director on any radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.5. 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. <u>General Conditions of Compensation</u>. 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. <u>Coach's Specific Duties and Responsibilities</u>. 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 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 employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the University's 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 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. <u>Outside Activities</u>. 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 <u>Outside Income</u>. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and Director for all athletically-related income

and benefits from sources outside the University. Coach shall report the source and amount of all such income and benefits to the President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to 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. <u>Hiring Authority</u>. 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. <u>Scheduling</u>. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team's competitions, but the final decision shall be made by the Director or the Director's designee.

4.6. <u>Other Coaching Opportunities</u>. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Without first giving ten (10) days prior written notice to 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. <u>Termination of Coach for Cause</u>. 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

 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 Director or Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, 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. <u>Termination of Coach for Convenience of University</u>.

5.2.1. 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.

5.2.2. 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

ATTACHMENT 1

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.

5.2.3. 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 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.

5.2.4 In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.3. Termination by Coach for Convenience.

5.3.1. 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.

5.3.2. 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 competition) so as to minimize the impact on the program.

5.3.3. 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 sum: (a) if the Agreement is terminated on or before June 30, 2016, the sum of \$20,000.00; (b) if the Agreement is terminated between July 1, 2016 and June 30, 2017 inclusive, the sum of \$10,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4. The parties have both been represented by, 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 are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

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

5.4. <u>Termination Due to Disability or Death of Coach</u>.

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, 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 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.

5.4.3. 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.

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

5.6. <u>No Liability</u>. 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. <u>Waiver of Rights</u>. 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. <u>Board Approval</u>. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this Agreement shall be subject to: the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding furloughs or financial exigency.

6.2. <u>University Property</u>. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause

any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

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

6.4. <u>Waiver</u>. 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. <u>Severability</u>. 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. <u>Governing Law</u>. 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. <u>Oral Promises</u>. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8. <u>Force Majeure</u>. 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. <u>Non-Confidentiality</u>. 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. <u>Notices</u>. 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:	Neil Resnick
	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. <u>Headings</u>. 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. <u>Binding Effect.</u> 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. <u>Non-Use of Names and Trademarks</u>. 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. <u>No Third Party Beneficiaries</u>. There are no intended or unintended third party beneficiaries to this Agreement.

6.15. <u>Entire Agreement; Amendments</u>. 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. <u>Opportunity to Consult with Attorney</u>. 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

Curt Apsey, Director of Athletics

Neil Resnick

Dr. Robert Kustra, President

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

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is entered into this _____ day of _____, 2012 _____, 2015 ("Effective Date") by and between Boise State University ("the University") and Neil Resnick ("Coach").

ARTICLE 1

1.1. <u>Employment</u>. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the co-head coach <u>(the "Position")</u> of its intercollegiate women's gymnastics team (the "<u>PositionTeam</u>"). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

1.3. <u>Duties</u>. Coach shall manage and supervise the <u>University's intercollegiate</u> women's gymnastics team (the "Team") and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement and any addenda hereto. Coach shall, to the best of Coach's ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position. Coach shall share in these duties with co-head coach Tina Bird.

ARTICLE 2

2.1. <u>Term.</u> This Agreement is for a fixed-term appointment of three (3) years, commencing on July 1, 2013October 25, 2015 and terminating, without further notice to Coach, on June 30, 2016-2018 (the "Term"), unless sooner terminated in accordance with other provisions of this Agreement.

2.2. <u>Extension or Renewal.</u> 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 <u>the</u> 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. <u>Regular Compensation</u>.

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

- a) -A base salary in the amount set forth inof:
 \$78,802 for the attached Addendum, first year;
 \$81,800 for the second year;
 \$84,800 for the third year;
 payable in biweekly installments in accordance with normal University procedures (except as provided in the Addendum),, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
- b) 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) eAssignment 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 <u>Supplemental Compensation.</u> <u>UniversityCoach</u> may <u>provideearn</u> supplemental compensation, as <u>set forth in the attached</u> <u>Addendum[TCE1]-follows:</u>

3.2.1 <u>3.2.1</u>. Athletic Achievement Incentive Pay.

a) Conference Tournament Champions \$2,000

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	Qualify team for NCAA Regionals	\$1,500
b)	Quality team for NCAA Nationals	\$3,000
c)	Conference Coach of the Year	\$2,000
d)	NCAA Regional Coach of the Year	\$3,000
e)	NCAA National Coach of the Year	\$5,000
f)	Top 25 National Ranking at End of Season:	\$2,000
	OR	
	Top 12 National Ranking at End of Season:	\$4,000
	OR	
	Top 6 National Ranking at End of Season:	\$5,000

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 July if Coach is still employed by the University on that date.

3.2.2. Academic Achievement Incentive Pay.

Academic Incentive Pay may be earned if the annual Academic Progress Rate ("APR") for the Team meets the following levels of the 4 year National Ranking:

National Rank wit	hin Sport	
<u>50th -59.9%</u>	=	\$1,400
<u>60th - 69.9 %</u>	=	\$1,600
$70^{th} - 79.9\%$	=	\$1,800
80 th % or above	=	\$2,000

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.

<u>3.2.3.</u> Conditions for payment of Athletic and Academic Achievement supplemental compensation.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director's sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach's individual performance, athletic/academic performance of Coach's assigned player personnel groups, or other performance-related factors.

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation and such justification shall be separately <u>reportedreportable</u> to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.2 The 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 the 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 the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach's services to and appear on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neitherNeither Coach nor any assistant coach shall appear without the prior written approval of the Director on any radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.35. Coach agrees that the University has the exclusive right to operate athletic camps ("Camps") on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach supplemental compensation.

3.2.4–6. 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 National Collegiate Athletic Association (the "NCAA") rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.

3.3. <u>General Conditions of Compensation</u>. 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. <u>Coach's Specific Duties and Responsibilities</u>. 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 boardBoard 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 employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the University's Executive 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 cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual of the University's Board of Trustees; (b) the University's Policy Handbook; (c) University's Administrative Procedures Manual; (dc) the policies of the Department; (ed) NCAA rules and regulations; and (fe) the rules and regulations of the Conference.

4.24.2. Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval

of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and Director for all athletically-related income and benefits from sources outside the University. Coach shall report the source and amount of all such income and benefits to the President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to 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 governing board 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 (i.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. <u>Hiring Authority</u>. 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. <u>Scheduling</u>. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team's competitions, but the final decision shall be made by the Director or the Director's designee.

4.6. <u>Other Coaching Opportunities</u>. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. <u>Without first giving ten</u> (10) days prior written notice to 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 without first giving ten (10) days prior written notice to the Director.

ARTICLE 5

5.1. <u>Termination of Coach for Cause</u>. 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 <u>governing boardBoard of Trustees</u>, 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 <u>governing boardBoard of Trustees</u>, 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 <u>governing boardBoard of Trustees</u>, 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 boardBoard 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–<u>.</u>Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, 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 the Coach was employed.

5.2. Termination of Coach for Convenience of University.

5.2.1. 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.

5.2.2. 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 the Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue the health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform 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.

5.2.3. The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to Coach's employment with 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.

5.2.4 In the event of non-renewal or termination of Coach's

employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.3-. <u>Termination by Coach for Convenience</u>.

5.3.1 <u>The</u>. 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. The Coach also recognizes that the University is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate Coach's employment with the University before the end of the contract Term.

5.3.2 <u>The</u>. Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after such written notice is given to the University. Such termination must occur at a time outside the Team's season (including NCAA post-season competition) so as to minimize the impact on the program.

5.3.3—. If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before June 30, 20132016, the sum of \$20,000.00; (b) if the Agreement is terminated between July 1, 20132016 and June 30, 20142017 inclusive, the sum of \$10,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4–<u>.</u> 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 are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

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

5.4. <u>Termination Due to Disability or Death of Coach.</u>

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 coachPosition, or dies.

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

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

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

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

5.7—. Waiver of Rights. Because-the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, and the University Policies or Faculty-Staff Handbook.

ARTICLE 6

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

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

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

6.4. <u>Waiver</u>. 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. <u>Severability</u>. 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. <u>Governing Law</u>. 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. <u>Oral Promises</u>. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8. <u>Force Majeure</u>. 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. <u>Non-Confidentiality</u>. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports Coach is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

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

the University:	Boise State University Director of Athletics 1910 University Drive Boise, Idaho 83725-1020
with a copy to:	Boise State University Office of the President 1910 University Drive Boise, Idaho 83725-1000
the Coach:	Neil Resnick 1910 University Drive Reise, Idaho, 83725, 1025

Boise, Idaho 83725-1025
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 <u>whoeverwhomever</u> received, shall always be effective.

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

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

6.15. <u>Entire Agreement; Amendments</u>. This Agreement, and the attached Addendum, constitute 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 <u>the</u> University's Board of Trustees.

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

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY

COACH

Mark CoyleCurt Apsey, Director of Athletics

Neil Resnick

Dr. Robert Kustra, President

Approved	by	the	Board	on	the		day	of	
2012					, 2015	<u>5</u> .			

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(MODEL ATHLETICS CONTRACT) EMPLOYMENT AGREEMENT

 This—_Employment—_Agreement—((the "Agreement)—") is _____entered—_into—_this

 ______day of ______, 2015 ("Effective Date") by-_and_between

 ______(Boise State University (College)),("the University") and ______(Neil Resnick

 ("Coach);").

ARTICLE 1

1.1. <u>Employment</u>. Subject to the terms and conditions of this Agreement, the University <u>(College)</u>-shall -employ -Coach -as -the -<u>co-</u>head -coach (the "Position") of -its intercollegiate

<u>(Sport)</u> <u>women's gymnastics</u> team (<u>the "</u>Team) (or Director of Athletics). <u>").</u> Coach (Director) represents and

_warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

<u>1.2.</u> <u>1.2.</u> <u>Reporting Relationship</u>. Coach shall report and be responsible directly to the <u>University (College)'sUniversity's</u> Director <u>of Athletics (the "Director"</u>) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the <u>Director'sDirector's</u> 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 <u>University (College)'s</u> <u>Chief executive officer (Chief executive officer).University's President (the "President").</u>

<u>1.3.</u> <u>1.3.</u> <u>Duties</u>. Coach shall manage and supervise the Team and shall perform such other duties in the <u>University (College)'sUniversity's</u> athletic program as the Director may assign and as may be described elsewhere in this Agreement. The <u>University (College)</u> shall have the right, at any time, to reassign Coach to duties at the <u>University (College)</u> 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 <u>(Depending on supplemental pay provisions used)</u> shall cease 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. Coach shall share in these duties with co-head coach Tina Bird.

ARTICLE 2

<u>2.1.</u> <u>2.1.</u> <u>Term.</u> This Agreement is for a fixed-term appointment of _____(___) years, commencing on _____October 25, 2015 and terminating, without further notice to Coach, on _____June 30, 2018 (the "Term"), unless sooner terminated in accordance with other provisions of this Agreement.

2.2. <u>2.2.</u> <u>Extension or Renewal.</u> This Agreement is renewable solely upon an offer from the University <u>(College)</u> 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 <u>University's</u> Board of

Education<u>Trustees</u>. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this <u>agreementAgreement</u> count in any way toward tenure at the University<u>(College).</u>

ARTICLE 3

3.1. <u>Regular Compensation</u>.

3.1.1—<u>In consideration of Coach's services and satisfactory performance of</u> this Agreement, the University <u>(College)</u> shall provide to Coach:

a) <u>An annual A base</u> salary <u>in the amount of </u><u>per:</u> <u>\$78,802 for the first year;</u> <u>\$01,000 for the new percent of the second secon</u>

\$81,800 for the second year;

\$84,800 for the third 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 officerPresident and approved by the University (College)'sUniversity's Board of Trustees;

<u>(Regents or Trustees);</u>

- b)—
- b) The opportunity to receive such employee benefits <u>calculated on the</u> <u>"base salary"</u> as the University <u>(College)</u> provides generally to nonfaculty exempt employees; and
- c) CAssignment 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 <u>University</u> (<u>College</u>)'s<u>University</u>'s Department of Athletics (<u>the</u> "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 <u>Supplemental Compensation</u> . Coach may earn
- <u>3.2</u> <u>3.2</u>.1. Each year the Team is the conference champion or co-champion and also becomes eligible for a <u>(bowl game pursuant to NCAA Division I guidelines or post-</u> <u>season tournament or post-season playoffs)</u>, and if Coach continues to be employed as <u>University (College)</u>'s head <u>(Sport)</u>

coach as of the ensuing July 1st, the <u>University (College)</u> shall pay to Coach supplemental -compensation in an amount equal toas follows:

<u>(amount or computation)</u> of Coach's Annual Salary during the fiscal year in which the championship and <u>(bowl or other post-season)</u> eligibility are achieved. The <u>University (College)</u> 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 <u>(national rankings</u> of sport's division, and if Coach continues to be employed as <u>University (College)'s head</u> <u>(Sport)</u> coach as of the ensuing July 1st, the <u>University (College)</u> shall pay Coach supplemental compensation in an amount equal to <u>(amount or computation)</u> of Coach's Annual Salary in effect on the date of the final poll. The <u>University (College)</u> 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 <u>(amount or computation)</u> 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

3.2.1. Athletic Achievement Incentive Pay.

<u>a)</u>	Conference Tournament Champions	\$2,000
	OR	
	Qualify team for NCAA Regionals	\$1,500
<u>b)</u>	Quality team for NCAA Nationals	\$3,000
<u>c)</u>	Conference Coach of the Year	\$2,000
<u>d)</u>	NCAA Regional Coach of the Year	\$3,000
<u>e)</u>	NCAA National Coach of the Year	\$5,000
<u>f)</u>	Top 25 National Ranking at the discretion	of the Ch

<u>f)</u> Top 25 National Ranking at the discretion of the Chief executive officer in consultation with the Director. The determination shall be based on End of Season: \$2,000

OR Top 12 National Ranking at End of Season: \$4,000 OR Top 6 National Ranking at End of Season: \$5,000

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 July if Coach is still employed by the University on that date.

<u>3.2.factors: the2.</u> Academic Achievement Incentive Pay.

<u>Academic Incentive Pay may be earned if the annual Academic Progress Rate set</u> 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 <u>University (College)</u> as academically at-risk students; the conduct of Team members on the <u>University (College)</u> campus, at authorized <u>University (College)</u> activities, in the community, and elsewhere. ("APR") for the Team meets the following levels of the 4 year National Ranking:

National Rank within Sport

=	\$1,400
=	\$1,600
=	\$1,800
=	\$2,000

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. <u>3.2.3. Conditions for payment of Athletic and Academic Achievement</u> <u>supplemental compensation.</u>

<u>The decisions whether or not to award the Incentive Pay outlined in this Section 3.2,</u> and in what amounts, are within the Director's sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach's individual performance, athletic/academic performance of Coach's assigned player personnel groups, or other performancerelated factors.

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 reportable to the Board of (Regents or Trustees) as a document available to the public under the Idaho Public Records Act.

3.2.4 Each year ____Coach shall be eligible tomay receive supplementalthe 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 <u>University</u> (College) students, staff, faculty, alumni and boosters; and any other factors the <u>Chief</u> 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.

3.2.5 The Coach shall receive the sum of (amount or computation)_hereunder from the University (College) or University the (College)'sUniversity's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (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 the Coach to participate in Programs related to hisCoach's duties as an employee of the 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 hisCoach's services to and performappear on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neitherNeither Coach nor any assistant coachescoach 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 <u>University (College)'sUniversity's</u> designated media outlets.

3.2.6 (SUMMER CAMP-OPERATED BY UNIVERSITY (COLLEGE))

5. Coach agrees that the University <u>(College)</u> has the exclusive right to operate youth (Sport) <u>athletic camps ("Camps")</u> on its campus using University <u>(College)</u> facilities.—

The University

<u>(College)</u> shall allow Coach the opportunity to earn supplemental compensation by assisting with the <u>University (College)'s campsCamps</u> in <u>Coach'sCoach's</u> capacity as a University <u>(College)</u> employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the <u>University (College)'s football camps.Camps</u>. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the <u>Camps, the</u> University <u>(College)'s summer football camps, the shall pay Coach supplemental compensation.</u>

<u>University (College)</u> shall pay per year as supplemental 3.2.6. Coach <u>(amount)</u>

compensation during each year of his employment as head <u>(Sport)</u> coach at the <u>University (College)</u>. This amount shall be paid <u>(terms of payment)</u>.

(SUMMER CAMP—OPERATED BY COACH) Coach may operate a summer youth <u>(Sport)</u> camp at the <u>University (College)</u> under the following conditions:

- a) The summer youth camp operation reflects positively on the <u>University (College)</u> 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 <u>University (College)</u> personnel, equipment, or facilities without the prior written approval of the Director;
- c) Assistant coaches at the <u>University (College)</u> are given priority when the Coach or the private enterprise selects coaches to participate;
- d) The Coach complies with all NCAA (NAIA), Conference, and <u>University (College)</u> 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 <u>University (College)</u> and <u>(campus</u> <u>concessionaire) for all campus goods and services required</u> <u>by the camp.</u>
- f) The Coach or private enterprise pays for use of <u>University</u> (<u>College</u>) facilities including the _____.

BAHR - SECTION I

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 <u>University (College)</u> 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 <u>University (College)</u> while engaged in camp activities. The Coach and all other <u>University (College)</u> 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, <u>University (College)</u> 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 <u>University (College)</u> shall be released from all obligations relating thereto.

3.2.7 Coach agrees that the University <u>(College)</u> 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 <u>University (College)</u>. Coach recognizes that the University <u>(College)</u> is negotiating or has entered into an agreement with <u>(Company Name)</u> to supply the <u>University (College)</u> with athletic footwear, apparel and/or equipment. Coach agrees that, upon the <u>University (College)</u>'s reasonable request, Coach will consult with appropriate parties concerning an <u>(Company Name)</u> product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by <u>(Company Name)</u>, or make other educationally-related appearances as may be reasonably requested by the

<u>University (College)</u>. 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 <u>(Sport)</u> coach. In order to avoid entering into an agreement with a competitor of <u>(Company Name)</u> any University selected vendors, Coach shall submit all outside consulting agreements to the University <u>(College)</u> for review and approval prior to execution. Coach shall also report such outside income to the University <u>(College)</u> in accordance with NCAA <u>(or NAIA)</u> rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including <u>(Company Name)</u>, 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—. <u>General Conditions of Compensation</u>. All compensation provided by the University <u>(College)</u> 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 <u>(College)</u> 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

<u>4.1.</u> <u>4.1.</u> <u>Coach's Specific Duties and Responsibilities</u>. 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 4.1.1. Coach's duties under this Agreement;

<u>4.1.2.</u> <u>4.1.2.</u> 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;

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

<u>4.1.4.</u> <u>4.1.4.</u> Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University <u>(College)</u>, the University's Board of Trustees, the conference of which the University <u>(College)'s governing board, the conference, is a member</u> (the "Conference"), and the NCAA <u>(or NAIA)</u>; 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'sUniversity's Director of NCAA Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the <u>University (College)'sUniversity's</u> athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the <u>University and Department at all times</u>. 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.

<u>University (College)</u> 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) <u>University (College)</u>'s Handbook; (c) <u>University (College)</u>'s Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA (or NAIA) rules and regulations; and (f) the rules and regulations of the (Sport) conference of which the University (College) is a member.

4.2 <u>4.2</u> <u>4.2.</u> 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 <u>(College)</u>, would reflect adversely upon the University <u>(College)</u> 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 officerPresident, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's Coach's obligations under this Agreement. Coach may not use the <u>University (College)</u>'sUniversity's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the <u>Chief executive officerPresident</u>.

4.3 NCAA (or NAIA) Rules. Outside Income. In accordance with NCAA (or NAIA) rules, Coach shall obtain prior written approval from the University (College)'s Chief executive officerPresident and Director for all athletically--related income and benefits from sources outside the University (College) and. Coach shall report the source and amount of all such income and benefits to the University (College)'s Chief executive officerPresident 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 the University (College). In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University (College) booster club, University (College) alumni association, University (College) foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University (College), the University (College)'s governing board, the conference, or the NCAA (or NAIA)., 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—. <u>Hiring Authority</u>. 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 <u>Chief executive officerPresident</u> and the <u>University (College)'sUniversity's</u> Board of <u>(Trustees or Regents)</u>.

4.5—<u>.</u> Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of $\frac{\text{Team}\text{Team's}}{\text{Team}\text{Team's}}$ competitions, but the final decision shall be made by the Director or the Director's designee.

4.7 <u>6.</u> 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 team₇ requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Without first giving ten (10) days prior written notice to 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—<u>. Termination of Coach for Cause</u>. The University <u>(College)</u> 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-, and policies.

5.1.1–<u>.</u>In addition to the definitions contained in applicable rules and regulations, policies, the 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) b)—The failure of Coach to remedy any violation of any of the terms of this agreementAgreement within thirty (30) days after written notice from the University (College);
- c) c)—A deliberate or major violation by Coach of any applicable law or the policies, rules, or regulations of the University<u>(College)</u>, the <u>University (College)'s governing boardUniversity's Board of</u> <u>Trustees</u>, the <u>conferenceConference</u>, or the NCAA<u>(NAIA)</u>, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or <u>NAIANational Association of Intercollegiate Athletics ("NAIA"</u>) member institution;
- d) Ten (10) working days' days' absence of Coach from duty without the
 d) University (College)'s University's consent;
 - e) e) Any conduct of Coach that constitutes moral turpitude or that would, in the <u>University (College)'sUniversity's</u> judgment, reflect adversely on the University <u>(College)</u> or its athletic programs;
 - <u>f)</u> <u>f)</u> The failure of Coach to represent the University <u>(College)</u> and its athletic programs positively in public and private forums;

BAHR - SECTION I

- 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 boardUniversity's Board of Trustees, the conferenceConference, 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 <u>(College)</u>, the <u>University (College)'s governing boardUniversity's Board of</u> <u>Trustees</u>, the <u>conference</u> or the NCAA-<u>(NAIA)</u>, 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 boardUniversity's Board of Trustees, the conferenceConference, 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 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 (<u>College</u>) as follows: before the effective date of the suspension, reassignment, or termination, the Director or <u>hisDirector's</u> 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, <u>the</u> University (<u>College</u>) 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 <u>University</u> (<u>College</u>)'s<u>University</u>'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 (<u>College</u>) 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—<u>.</u> If found in violation of NCAA-<u>(NAIA)</u> 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 <u>(NAIA)</u> enforcement procedures. This section applies to violations occurring at the University <u>(College)</u> or at previous institutions at which the Coach was employed.

5.2. <u>Termination of Coach for Convenience of University</u>-(College).

5.2.1–<u>.</u>At any time after commencement of this Agreement, <u>the</u> 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 the University (College) terminates this Agreement for its own convenience, the University (College) shall be obligated to pay to Coach, as liquidated damages and not a penalty, the <u>"base salary"</u> set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University (College) until the termTerm 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 deduction according to law. In addition, Coach will be entitled to continue histhe health insurance plan and group life insurance as if heCoach 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 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 to him by the University after the date heCoach obtains other employment, to which heCoach 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 hisCoach's employment with the University—(College),, which damages are extremely difficult to determine with certainty. _The parties further agree that the payment of such liquidated damages by the 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 the University_(College).. The liquidated damages are not, and shall not be construed to be, a penalty.

In	the	event	of

5.2.4 non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.3. <u>Termination by Coach for Convenience</u>.

<u>5.3.1 The</u>. Coach recognizes that <u>hisCoach's</u> promise to work for <u>the</u> University <u>(College)</u> for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University <u>(College)</u> is making a highly valuable investment in <u>hisCoach's</u> employment by entering into this Agreement and that its investment would be lost were <u>heCoach</u> to resign or otherwise terminate <u>hisCoach's</u> employment with the University <u>(College)</u> before the end of the contract <u>termTerm</u>.

_____5.3.2 <u>The</u>. Coach, for his own convenience, may terminate this Agreement for <u>convenience</u> during its term by giving prior written notice to the University <u>(College)</u>. Termination shall be effective ten (10) days after <u>such written</u> notice is given to the University <u>(College)</u>. Such termination must occur at a time outside the Team's season (including NCAA post-season competition) so as to minimize the impact on the program.

5.3.3—. If the Coach terminates this Agreement for convenience at any time, all obligations of the University (College) shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he, Coach shall pay to the University (College), as liquidated damages and not a penalty, the following sum:

(a) if the Agreement is terminated on or before June 30, 2016, the sum of \$20,000.00; (b) if the Agreement is terminated between July 1, 2016 and June 30, 2017 inclusive, the sum of \$10,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4—. The parties have both been represented by, 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—(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 the_University (College) shall constitute adequate and reasonable compensation to the University—(College) for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University—(College)...

_____5.3.5—. Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, <u>heCoach</u> shall forfeit to the extent permitted by law <u>hisCoach's</u> right to receive all supplemental compensation and other payments <u>and all accumulated annual leave</u>.

Termination due Due to Disability or Death of Coach. 5.4<u>.</u>

_disabled as defined by the <u>University (College)'sUniversity's</u> disability insurance carrier, becomes unable to perform the essential functions of the <u>position of head coachPosition</u>, or dies.

5.4.2—<u>.</u> If this Agreement is terminated because of <u>Coach'sCoach's</u> death, <u>Coach'sCoach's</u> salary and all other benefits shall terminate as of the last day worked, except that the <u>Coach'sCoach's</u> 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 <u>(College)</u> and due to the <u>Coach'sCoach's</u> estate or beneficiaries thereunderhereunder.

5.4.3—.____If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the <u>University (College)'sUniversity's</u> 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 heCoach is entitled by virtue of employment with the University (College).

5.5—<u>. Interference by Coach</u>. –In the event of termination, suspension, or reassignment or termination, Coach agrees that Coach will not interfere with the <u>University</u> (College)'sUniversity's student-athletes or otherwise obstruct the <u>University</u> (College)'sUniversity's ability to transact business or operate its intercollegiate athletics program.

5.7 <u>6.</u> <u>No Liability</u>. The University <u>(College)</u> 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 <u>7.</u> 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 Rule Manual (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures, IDAPA 08.01.01 et seq.) Faculty-Staff HandbookPolicies.

ARTICLE 6

6.1—. Board Approval. –This Agreement shall not be effective until and unless approved of the <u>University (College)'sUniversity's</u> Board of <u>(Regents or Trustees)</u> and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this <u>agreementAgreement</u> shall be subject to: the approval of the <u>University</u> (<u>College)'sUniversity's</u> Board of

<u>(Regents or</u> Trustees), the <u>Chief executive officerPresident</u>, 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 <u>(Regents or Trustees)</u> and <u>University</u> (<u>College</u>)'s<u>University</u>'s rules <u>or policies</u> regarding <u>furloughs or</u> financial exigency.

6.2. University (College) Property. All personal property (excluding vehicle(s) provided through the program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University (College) or developed by Coach on behalf of the University (College) or at the University (College)'s University'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 termTerm of this agreement Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of

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

information in Coach's possession or control to be delivered to the Director.

6.4—. <u>Waiver</u>. 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—<u>. Severability</u>. 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—<u>. Governing Law</u>. 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 district court in Ada County, Boise, Idaho.

6.7—<u>.</u> Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University <u>(College).</u>

6.8—<u>.</u> 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 therefortherefore, 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—. <u>Non-Confidentiality</u>. 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<u>Coach</u> is required to produce under this Agreement may be released and made available to the public at the <u>University</u> (<u>College</u>)'s<u>University</u>'s sole discretion.

6.10—<u>. Notices</u>. 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 <u>(College)</u>: : Boise State University Director of Athletics

> <u>1910 University Drive</u> Boise, Idaho 83725-1020

with a copy to: Chief executive officer Boise State University O 1910 University Drive Boise, Idaho 83725-1000 f f Coach: Neil Resnick i <u>c</u> e <u>0</u> f t h е P r <u>e</u> <u>S</u> i d <u>e</u> n t

ATTACHMENT 3

Last known address on file with University (College)'s University's Human Resource Services

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

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

<u>6.12</u>. <u>Binding Effect.</u> 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—<u>. Non--Use of Names and Trademarks</u>. The Coach shall not, without the <u>University</u> (College)'s<u>University's</u> prior written consent in each case, use any name, trade name, trademark, or other designation of the University (<u>College</u>) (including contraction, abbreviation or simulation), except in the course and scope of <u>hisCoach's</u> official University (<u>College</u>) duties.

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

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

6.16—. Opportunity to Consult with Attorney. The Coach acknowledges that heCoach 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 <u>(COLLEGE)</u>

Chief executive officer Date

Date

Curt Apsey, Director of Athletics Neil Resnick

COACH

Dr. Robert Kustra, President

Approved by the Board of <u>(Regents or Trustees)</u> on the _____ day of . 2015. 2014.

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BOISE STATE UNIVERSITY

Women's Gymnastics APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2010-11	2011-12	2012-13	2013-14
Women's Gymnastics	1000	918	981	1000
National % Rank by Sport	90-100	0-10	10-20	90-100

Raw Score for single year Percentile Rank for Sport

MULTI-YEAR (4-Year Rolling Average)						
Boise State University Women's	990	975	971	974		
Gymnastics			-	_		

		Yr 1	Yr 2	Yr 3
3.1.1a	Annual Base Salary	\$ 78,802.00	\$ 81,800.00	\$ 84,800.00
3.2.1	Additional Pay based on Performance	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
3.2.2	Additional Pay based on Academic Achievement	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
	Total Maximum potential annual compensation under			
	Employment Agreement	\$ 100,802.00	\$ 103,800.00	\$ 106,800.00

Policies on coach compensation/liquidated damages in the Mountain West Governing board policies and procedures and university policies and procedures

Air Force

No information found

Colorado State

Gov board – no applicable policies found

University - no applicable policies found

Fresno State

Gov board – no applicable policies found

University - no applicable policies found

University of Hawaii

Gov board

Policy EP 9.216 Classification and Compensation of Coaches

III.

D. All multi-year contracts shall contain performance criteria. Criteria which coaches shall be expected to meet will be developed for each coach. At a minimum, coaches with multi-year contracts shall be expected to meet established standards in the following areas: (1) academic performance of student athletes; (2) personal behavior; (3) conduct of assistant coaches, staff, and players; and (4) program development.
E. It is intended that the salaries be consistent with those of colleges and

universities with comparable programs....

University - no applicable policies found

University of Nevada, Reno

Gov board

NSHE Code

Title 2, Chapter 5,

5.4.2.

(e) Contracts for appointment of head athletic coaches and assistant coaches, including interim or acting appointments, shall require only approval of the institutional president as long as the term or remaining term of the contract together with any option that has been exercised or any extension that has been offered a) does not exceed 36 months, and b) the total compensation is \$1,200,000 or less for the contract term. For these purposes, total compensation does not include standard fringe benefits available to all NSHE employees including but not limited to retirement contributions, insurance, travel, out-ofpocket expense reimbursement, annual and sick leave nor does it include outside income from sources including but not limited to commercial endorsements of products and services, income from written and video materials, summer camps or apparel and equipment endorsements. Total compensation includes performance bonuses and perquisites including but not limited to moving expenses, host account, automobile allowance or privilege, housing allowance or privilege, club membership, guest travel, event tickets and media and personal appearances. The chancellor may approve contracts that exceed 36 months for head athletic coaches and assistant coaches, other than head athletic coaches of football and men's and women's basketball. Such appointments shall not take effect, and no employment contracts for such positions shall be issued or binding, until the chancellor approves the appointments. The appointments shall be reported to the Board of Regents by the president and/or the chancellor. If, in the chancellor's opinion, any contract rises to a level in length of term that the Board's approval is needed, such approval will be required. Contracts for head athletic coaches of football and men's and women's basketball that exceed 36 months, all contracts that exceed \$1,200,000 for the contract term, and all contracts for directors of athletics shall require approval of the Board of Regents.

(f) The president shall negotiate all athletic department personnel contracts involving directors of athletics or coaches with the assistance of institutional counsel. Such appointments shall not take effect, and no employment contracts for such positions shall be issued or binding, until approved by the president and by the vice chancellor for legal affairs, including as to consistency of form.

Title 4, Chapter 24,

1.5.c. Compensation

Compensation to athletic department personnel shall be approved by the president and awarded through proper institutional channels. Employees receiving compensation for outside professional services will comply with provisions of Title 4, Chapter 3 of the Board of Regents' *Handbook*. The contracts of coaches in Departments of Intercollegiate Athletics shall provide that coaches found by the institution to have committed violations of NCAA or NJCAA rules, as applicable, will be subject to actions as provided by NCAA or NJCAA enforcement provisions. Contracts shall also provide that all coaches, full-time a d part-time, must report annually to the institution all athletically related income.

University - nothing more

University of Nevada, Las Vegas

Gov board – see above, UNR

University – nothing more

University of New Mexico

Gov board

Regents' Policy Manual - Section 6.9: Employment Contracts

Policy

Certain administrative positions within the University are characterized by a level of responsibility such that the University shall reserve the discretion to renew or not renew the periodic employment contracts of these administrators when their contracts expire. The President is authorized to designate these positions from time to time.

Implementation

The President shall adopt an administrative policy governing the terms and conditions of employment of these administrators and recognizing the discretion of the University to renew or not renew their employment contracts upon the contracts' expiration. The policy shall provide that failure to renew the contracts of administrators who are also faculty members shall not affect the rights and privileges of these administrators as faculty members. The policy shall also apply to contracts of athletic coaches.

University

Administrative Policies and Procedures Manual - Policy 3210: Recruitment and Hiring

5.13. Employment of Intercollegiate Coaches

In recognition of the unique nature of the recruitment and hiring of athletic coaches, the University provides for an exception to competitive hiring processes noted in this Policy. A hiring official may fill a new or vacant position in those circumstances where the urgency of committing a job offer to a candidate is documented and indicates that normal competitive processes are not practical to secure the selection of a highly qualified candidate. All candidates hired under this exception will serve under time-limited contract appointments.

Administrative Policies and Procedures Manual - Policy 3240: Contract Employees

2. Contract Terms and Conditions

Contracts for administrators subject to this policy are normally written for one (1) year terms. Multi-year contract terms may also be used subject to prior approval of each multi-year contract term by the President. Except for the University's right either to renew or not renew administrators' contracts, and except for matters specifically set forth in such contracts (including duties and salary), the benefits, terms, and conditions of employment of administrators on contract shall be governed by the University's personnel policies and procedures, found in <u>Section 3000</u> of the *University Business Policies and Procedures Manual*. This includes the University's right to terminate or otherwise discipline such employees for proper cause during the term of their contracts, pursuant to the University's personnel policies and procedures.

7. Coaches

Head coaches and assistant coaches in the University Athletic Department are also employed by means of periodic employment contracts, and they are subject to release by the University at the expiration of their contract terms pursuant to this policy and to the policies and procedures of the Athletic Department. The University's personnel policies and procedures, found in <u>Section 3000</u> of the University Business Policies and Procedures Manual shall apply to such coaches and assistant coaches only to the extent that they are not inconsistent with the specific terms of their contracts, this policy, and the Athletic Department policies and procedures.

San Diego State

Gov board – none (Shared Governance - SDSU governing bodies include the Office of the President, Associated Students, and the University Senate.)

University - no applicable policy found

San Jose State

Gov board – no applicable policy found

University - no applicable policy found

Utah State

Gov board – no applicable policy found

University

Policy 104 The University President and Other Officers

4.7 Vice President and Director of Athletics

The Vice President and Director of Athletics is the chief athletic program officer and is responsible to the President or his/her designee. He or she shall:

(1) provide leadership and direction for the University athletic program;

(2) recommend appointment and dismissal of athletics personnel and define their duties;

(3) develop all intercollegiate sport schedules for the University;

(4) direct the work of the head coaches, assistants, and parttime coaches of the University;

(5) prepare the budget for intercollegiate activities for approval by the Athletic Council, President, and Trustees;

(6) supervise the use of all athletic equipment and facilities and the expenditure of

athletic funds; direct the athletic promotion, development and publicity programs, in cooperation

with the Vice President for University Advancement and Commercialization;

(7) supervise the intercollegiate athletic scholarship and grants-inaid program and all athletic awards after consultation with and approval of the Athletic Council; and

(9) perform such other duties as may be assigned by the President.

University of Wyoming

Gov board - no applicable policies found

University - no applicable policies found

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BOISE STATE UNIVERSITY

SUBJECT

Three year employment contract for Co-Head Women's Gymnastics Coach Tina Bird

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H.

BACKGROUND/DISCUSSION

Boise State University (BSU) is requesting approval of a three year contract as Co-Head Coach of Women's Gymnastics.

IMPACT

The contract base salary is \$64,356 the first year, \$70,000 for the second year, and \$75,000 for the third year with incentives as follows:

Academic incentive pay may be earned if the team Academic Progress Rate (APR) is as follows:

National score within sport:

50% – 59.9%	=	\$1,400
60% - 69.9%	=	\$1,600
70% – 79.9%	=	\$1,800
80% or higher	=	\$2,000

Athletic incentive pay may be earned as follows:

_	Conference Tournament Championships	\$2,000
	– or –	(Only one)
_	Qualify Team for NCAA Regionals	\$1,500
_	Qualify Team for NCAA Nationals	\$3,000
_	Conference Coach of the Year	\$2,000
		. ,
—	NCAA Regional Coach of the Year	\$3,000
_	NCAA National Coach of the Year	\$5,000
		<i>v</i> , <i>v</i>
	Top 25 National Ranking at End of Season	\$2,000
_		. ,
	– or –	(Only one)
_	Top 12 National Ranking at End of Season	\$4,000
	– or –	(Only one)
—	Top 6 National Ranking at End of Season	\$5,000

Maximum potential annual compensation (base salary and potential incentive payments) is \$86,356.

In the event Tina Bird terminates the agreement for convenience, the following liquidated damages shall be due:

If agreement is terminated on or before June 30, 2016, the sum of \$20,000. If agreement is terminated on or before June 30, 2017, the sum of \$10,000.

ATTACHMENTS

Attachment 1 – Proposed agreement 2015-2018	Page 3
Attachment 2 – Redline to Board model agreement	Page 17
Attachment 3 – 2010-2014 APR summary	Page 41
Attachment 4 – Maximum compensation for coach	Page 42
Attachment 5 – Conference Liquidated Damages	Page 43

STAFF COMMENTS AND RECOMMENDATIONS

Academic incentive amounts are material, with the highest amount (\$2,000) equivalent to that of a conference tournament championship.

The contract also provides the coach with a vehicle for personal and professional use. Board Policy II.F. prohibits automobile or automobile allowances unless expressly authorized by the Board. The Board of Examiners state travel policies prohibit the use of state vehicles for personal use. The Athletic Committee is working with institutions to bring their vehicle policies in compliance with Board policy and State statue. Staff recommends excluding any contract provisions for any state vehicles used for personal purposes.

The Athletics Committee met on October 9 to review this contract and will provide its recommendation at the October 22 Board meeting.

BOARD ACTION

I move to approve the request by Boise State University to enter into a new three year employment agreement with Tina Bird, Co-Head Women's Gymnastics Coach, for a term commencing October 25, 2015 and terminating June 30, 2018 in substantial conformance with the terms of the agreement set forth in Attachment 1, provided the agreement excludes any provisions authorizing personal use of state vehicles.

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 Tina Bird ("Coach").

ARTICLE 1

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

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

1.3. <u>Duties</u>. 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. 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. Coach shall share in these duties with co-head coach Neil Resnick.

ARTICLE 2

2.1. <u>Term.</u> This Agreement is for a fixed-term appointment of, commencing on October 25, 2015 and terminating, without further notice to Coach, on June 30, 2018 (the "Term"), unless sooner terminated in accordance with other provisions of this Agreement.

2.2. <u>Extension or Renewal.</u> 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. <u>Regular Compensation</u>.

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

- a) A base salary in the amount of:
 \$64,356 for the first year, prorated;
 \$70,000 for the second year;
 \$75,000 for the third 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 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 <u>Supplemental Compensation.</u> Coach may earn supplemental compensation as follows:

3.2.1. Athletic Achievement Incentive Pay.

a)	Conference Tournament Champions	\$2,000
	OR	
	Qualify team for NCAA Regionals	\$1,500
b)	Quality team for NCAA Nationals	\$3,000
c)	Conference Coach of the Year	\$2,000

d	.)	NCAA Regional Coach of the Year	\$3,000	
e)	NCAA National Coach of the Year	\$5,000	
f)	Top 25 National Ranking at End of Season:	\$2,000	
		OR		
		Top 12 National Ranking at End of Season:	\$4,000	
		OR		
		Top 6 National Ranking at End of Season:	\$5,000	

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 July if Coach is still employed by the University on that date.

3.2.2. Academic Achievement Incentive Pay.

Academic Incentive Pay may be earned if the annual Academic Progress Rate ("APR") for the Team meets the following levels of the 4 year National Ranking:

National Rank with	4	
50 th -59.9%	=	\$1,400
60 th - 69.9 %	=	\$1,600
$70^{th} - 79.9~\%$	=	\$1,800
80 th % or above	=	\$2,000

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.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director's sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach's individual performance, athletic/academic performance of Coach's assigned player personnel groups, or other performance-related factors.

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. Neither Coach nor any assistant coach shall appear without the prior written approval of the Director on any radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.5. 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. <u>General Conditions of Compensation</u>. 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. <u>Coach's Specific Duties and Responsibilities</u>. 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 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 employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the University's 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 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. <u>Outside Activities</u>. 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 <u>Outside Income</u>. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and Director for all athletically-related income

and benefits from sources outside the University. Coach shall report the source and amount of all such income and benefits to the President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to 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. <u>Hiring Authority</u>. 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. <u>Scheduling</u>. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team's competitions, but the final decision shall be made by the Director or the Director's designee.

4.6. <u>Other Coaching Opportunities</u>. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Without first giving ten (10) days prior written notice to 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. <u>Termination of Coach for Cause</u>. 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

 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 Director or Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, 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 for Convenience of University.

5.2.1. 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.

5.2.2. 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

ATTACHMENT 1

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.

5.2.3. 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 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.

5.2.4 In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.3. Termination by Coach for Convenience.

5.3.1. 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.

5.3.2. 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 competition) so as to minimize the impact on the program.

5.3.3. 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 sum: (a) if the Agreement is terminated on or before June 30, 2016, the sum of \$20,000.00; (b) if the Agreement is terminated between July 1, 2016 and June 30, 2017 inclusive, the sum of \$10,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4. The parties have both been represented by, 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 are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

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

5.4. <u>Termination Due to Disability or Death of Coach</u>.

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, 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 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.

5.4.3. 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.

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

5.6. <u>No Liability</u>. 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. <u>Waiver of Rights</u>. 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. <u>Board Approval</u>. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this Agreement shall be subject to: the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding furloughs or financial exigency.

6.2. <u>University Property</u>. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause

any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

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

6.4. <u>Waiver</u>. 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. <u>Severability</u>. 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. <u>Governing Law</u>. 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. <u>Oral Promises</u>. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8. <u>Force Majeure</u>. 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. <u>Non-Confidentiality</u>. 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. <u>Notices</u>. 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:	Tina Bird
	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. <u>Headings</u>. 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. <u>Binding Effect.</u> 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. <u>Non-Use of Names and Trademarks</u>. 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. <u>No Third Party Beneficiaries</u>. There are no intended or unintended third party beneficiaries to this Agreement.

6.15. <u>Entire Agreement; Amendments</u>. 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. <u>Opportunity to Consult with Attorney</u>. 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

Curt Apsey, Director of Athletics

Tina Bird

Dr. Robert Kustra, President

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

(MODEL ATHLETICS CONTRACT) EMPLOYMENT AGREEMENT

 This—Employment—Agreement—(<u>(the "Agreement)</u>") is _____entered____into___this

 _____day of _____, 2015 ("Effective Date") by-_and-_between

 _____(Boise State University (College)),("the University") and _____(Tina Bird("Coach).").

ARTICLE 1

1.1. <u>Employment</u>. Subject to the terms and conditions of this Agreement, the

_University <u>(College)</u>-shall -employ -Coach -as -the -<u>co-</u>head -coach (<u>the "Position"</u>) of -its intercollegiate

<u>(Sport)</u> <u>women's gymnastics</u> team (<u>the "</u>Team<u>) (or Director of Athletics</u>). <u>")</u>. Coach (Director) represents and

_warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

<u>1.2.</u> <u>1.2.</u> <u>Reporting Relationship</u>. Coach shall report and be responsible directly to the <u>University (College)'sUniversity's</u> Director of <u>Athletics (the "Director")</u> or the Director's designee. Coach shall abide by the reasonable instructions of Director or the <u>Director'sDirector's</u> 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 <u>University (College)'s Chief executive</u> officer (Chief executive officer).<u>University's President (the "President")</u>.

<u>1.3.</u> <u>1.3.</u> <u>Duties</u>. Coach shall manage and supervise the Team and shall perform such other duties in the <u>University (College)'sUniversity's</u> athletic program as the Director may assign and as may be described elsewhere in this Agreement. The <u>University (College)</u> shall have the right, at any time, to reassign Coach to duties at the <u>University (College)</u> other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through _(Depending on supplemental pay provisions used) shall ceaseCoach 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. Coach shall share in these duties with co-head coach Neil Resnick.

ARTICLE 2

<u>2.1.</u> <u>Term.</u> This Agreement is for a fixed-term appointment of <u>() years</u>, commencing on <u>October 25, 2015</u> and terminating, without further notice to Coach, on <u>June 30, 2018 (the "Term")</u>, unless sooner terminated in accordance with other provisions of this Agreement.

<u>2.2.</u> <u>Extension or Renewal.</u> This Agreement is renewable solely upon an offer from the University <u>(College)</u> 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 <u>University's</u> Board of <u>EducationTrustees</u>. This Agreement in no way grants to Coach a claim to tenure in employment,

nor shall Coach's service pursuant to this <u>agreementAgreement</u> count in any way toward tenure at the University <u>(College).</u>

ARTICLE 3

3.1. <u>Regular Compensation</u>.

3.1.1—<u>In consideration of Coach's services and satisfactory performance of</u> this Agreement, the University <u>(College)</u> shall provide to Coach:

a) An annual A base salary in the amount of <u>\$</u> per: <u>\$64,356 for the first year, prorated;</u>

\$70,000 for the second year;

\$75,000 for the third 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 officerPresident and approved by the University (College)'sUniversity's Board of Trustees;

<u>(Regents or Trustees);</u>

- b)
- b) The opportunity to receive such employee benefits <u>calculated on the</u> <u>"base salary"</u> as the University <u>(College)</u> provides generally to nonfaculty exempt employees; and
- c) <u>CAssignment of one vehicle for personal and professional use during</u> 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 <u>University</u> (<u>College</u>)'s<u>University</u>'s Department of Athletics (<u>the</u> "Department<u>)</u>") 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 <u>Supplemental Compensation</u>

. Coach may earn

<u>3.2</u> <u>3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for a <u>(bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs)</u>, and if Coach continues to be employed as <u>University (College)</u>'s head <u>(Sport)</u> coach</u>

as of the ensuing July 1st, the <u>University</u> (<u>College</u>) shall pay to Coach supplemental -compensation in an amount equal to as follows:

<u>(amount or computation)</u> of Coach's Annual Salary during the fiscal year in which the championship and <u>(bowl or other post-season)</u> eligibility are achieved. The <u>University (College)</u> 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 <u>(national rankings</u> of sport's division, and if Coach continues to be employed as <u>University (College)</u>'s head <u>(Sport)</u> coach as of the ensuing July 1st, the <u>University (College)</u> shall pay Coach supplemental compensation in an amount equal to <u>(amount or computation)</u> of Coach's Annual Salary in effect on the date of the final poll. The <u>University (College)</u> 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 <u>(amount or computation)</u> 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

3.2.1. Athletic Achievement Incentive Pay.

<u>a)</u>	Conference Tournament Champions	\$2,000
	OR	
	Qualify team for NCAA Regionals	\$1,500
<u>b</u>)	Quality team for NCAA Nationals	\$3,000
<u>c)</u>	Conference Coach of the Year	\$2,000
<u>d)</u>	NCAA Regional Coach of the Year	\$3,000
<u>e)</u>	NCAA National Coach of the Year	\$5,000
<u>f)</u>	Top 25 National Ranking at the discretion	of the Chief executive
	officer in consultation with the Director.	
	be based on End of Season: \$2,000)
	OR	
	Top 12 National Ranking at End of Season:	\$4,000
	OR	
	Top 6 National Ranking at End of Season:	\$5,000

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 July if Coach is still employed by the University on that date.

<u>3.2.factors: the2.</u> Academic Achievement Incentive Pay.

<u>Academic Incentive Pay may be earned if the annual</u> 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 <u>University (College)</u> as academically at-risk students; the conduct of Team members on the <u>University (College)</u> campus, at authorized <u>University (College)</u> activities, in the community, and elsewhere. ("APR") for the Team meets the following levels of the 4 year National Ranking:

National Rank within Sport

50 th -59.9%	=	\$1,400
<u>60th - 69.9 %</u>	=	\$1,600
$70^{\text{th}} - 79.9\%$	=	\$1,800
80 th % or above	=	\$2,000

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.

<u>3.2.3.</u> Conditions for payment of Athletic and Academic Achievement supplemental compensation.

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<u>The decisions whether or not to award the Incentive Pay outlined in this Section 3.2,</u> and in what amounts, are within the Director's sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach's individual performance, athletic/academic performance of Coach's assigned player personnel groups, or other performance-related factors.

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 reportable 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 <u>Coach shall be eligible tomay</u> receive supplemental<u>the</u> compensation in an amount up to <u>(amount or computation)</u> based on the overall development of the intercollegiate (men's/women's) <u>(Sport)</u> program; ticket sales;

fundraising; outreach by Coach to various constituency groups, including <u>University</u> (<u>College</u>) students, staff, faculty, alumni and boosters; and any other factors the <u>Chief</u> 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.

3.2.5 The Coach shall receive the sum of (amount or computation)_hereunder from the University (College) or the University (College)'sUniversity's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (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 requiring the Coach to participate in Programs related to his Coach's duties as an employee of the University (<u>College</u>) are the property of the University (<u>College</u>). The University (<u>College</u>) 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 hisCoach's services to and performappear on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neitherNeither Coach nor any assistant coachescoach 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 University's designated media outlets.

3.2.6 (SUMMER CAMP—OPERATED BY UNIVERSITY (COLLEGE))

5. Coach agrees that the University (College) has the exclusive right to operate youth (Sport) athletic camps ("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 campsCamps in Coach'sCoach's capacity as a University (College) employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University (College)'s football camps. Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the -<u>Camps, the</u> University (College)'s summer football camps, the shall pay Coach supplemental compensation.

University (College) shall pay per year as supplemental Coach (amount) 3.2.6.

compensation during each year of his employment as head (Sport) coach at the

(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;
- The summer youth camp is operated by Coach directly or b) 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.

The Coach or private enterprise pays for use of University f)

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(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 <u>University (College)</u> 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 <u>University (College)</u> while engaged in camp activities. The Coach and all other <u>University (College)</u> 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, <u>University (College)</u> 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 <u>University (College)</u> shall be released from all obligations relating thereto.

3.2.7 Coach agrees that the University <u>(College)</u> 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 <u>University (College)</u>. Coach recognizes that the University <u>(College)</u> is negotiating or has entered into an agreement with <u>(Company Name)</u> to supply the <u>University (College)</u> with athletic footwear, apparel and/or equipment. Coach agrees that, upon the <u>University (College)</u>'s reasonable request, Coach will consult with appropriate parties concerning an <u>(Company Name)</u> product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by <u>(Company Name)</u>)

, or give a lecture at an event sponsored in whole or in part by <u>(Company Name)</u>, or make other educationally-related appearances as may be reasonably requested by the

<u>University (College)</u>. 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 <u>(Sport)</u> coach. In order to avoid entering into an agreement with a competitor of <u>(Company Name)</u> any University selected vendors, Coach shall submit all outside consulting agreements to the University <u>(College)</u> for review and approval prior to execution. Coach shall also report such outside income to the University <u>(College)</u> in accordance with NCAA <u>(or NAIA)</u> rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including <u>(Company Name)</u>, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel_x or equipment products.

3.3—. <u>General Conditions of Compensation</u>. All compensation provided by the University <u>(College)</u> 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 <u>(College)</u> 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

<u>4.1.</u> <u>4.1.</u> <u>Coach's Specific Duties and Responsibilities</u>. 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 4.1.1. Coach's duties under this Agreement;

<u>4.1.2.</u> <u>4.1.2.</u> 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;

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

<u>4.1.4.</u> <u>4.1.4.</u> Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University <u>(College)</u>;, the University's Board of Trustees, the conference of which the University <u>(College)</u>'s governing board, the conference, is a member (the <u>"Conference"</u>), and the NCAA <u>(or NAIA)</u>; 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'sUniversity's Director of NCAA Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the <u>University (College)'sUniversity's</u> athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the <u>University and Department at all times</u>. 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.

<u>University (College)</u> 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) <u>University (College)</u>'s Handbook; (c) <u>University (College)</u>'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 <u>(Sport)</u> conference of which the <u>University (College)</u> is a member.

4<u>.2</u>

<u>4.2.</u> 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 <u>(College)</u>, would reflect adversely upon the University <u>(College)</u> 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 officerPresident, enter into separate arrangements for outside activities and endorsements which are consistent with <u>Coach'sCoach's</u> obligations under this Agreement. Coach may not use the <u>University (College)'sUniversity's</u> name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the <u>Chief executive</u> officerPresident.

4.3 <u>NCAA (or NAIA) Rules.</u> Outside Income. In accordance with NCAA (or NAIA) rules, Coach shall obtain prior written approval from the University (College)'s Chief executive officerPresident and Director for all athletically--related income and benefits from sources outside the University (College) and. Coach shall report the source and amount of all such income and benefits to the University (College)'s Chief executive officerPresident 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 the University (College). In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University (College) booster club, University (College) alumni association, University (College) foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University (College), the University (College)'s governing board, the conference, or the NCAA (or NAIA)., 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—. <u>Hiring Authority</u>. 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 <u>Chief executive officerPresident</u> and the <u>University (College)'sUniversity's</u> Board of <u>—(Trustees or Regents)</u>.

4.5—<u>.</u> Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of $\underline{\text{Team}}$ competitions, but the final decision shall be made by the Director or the Director's designee.

4.7 <u>6.</u> <u>Other Coaching Opportunities</u>. 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 team₇ requiring performance of duties <u>set forth herein</u> prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Without first giving ten (10) days prior written notice to 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.</u>

ARTICLE 5

5.1—<u>. Termination of Coach for Cause</u>. The University<u>(College)</u> 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 rulesand, regulations, and policies.

5.1.1–<u>.</u>In addition to the definitions contained in applicable rules and regulations, policies, the 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) b) The failure of Coach to remedy any violation of any of the terms of this agreement Agreement within thirty (30) days after written notice from the University (College);
- c) c)—A deliberate or major violation by Coach of any applicable law or the policies, rules, or regulations of the University<u>(College)</u>, the <u>University (College)'s governing boardUniversity's Board of</u> <u>Trustees</u>, the <u>conferenceConference</u>, or the NCAA<u>(NAIA)</u>, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or <u>NAIANational Association of Intercollegiate Athletics ("NAIA"</u>) member institution;
- d) Ten (10) working days' days' absence of Coach from duty without the
 d) University (College)'s University's consent;
 - e) -Any conduct of Coach that constitutes moral turpitude or that would, in the <u>University (College)'sUniversity's</u> judgment, reflect adversely on the University <u>(College)</u> or its athletic programs;
 - <u>f)</u> f) The failure of Coach to represent the University <u>(College)</u> and its athletic programs positively in public and private forums;

BAHR - SECTION I

- 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 boardUniversity's Board of Trustees, the conferenceConference, 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 <u>(College)</u>, the <u>University (College)'s governing boardUniversity's Board of</u> <u>Trustees</u>, the <u>conferenceConference</u>, or the NCAA-<u>(NAIA)</u>, 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 boardUniversity's Board of Trustees, the conferenceConference, 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 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 (<u>College</u>) as follows: before the effective date of the suspension, reassignment, or termination, the Director or <u>hisDirector's</u> 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, <u>the</u> University (<u>College</u>) shall notify Coach whether, and if so when, the action will be effective.

5.1.3—<u>.</u> In the event of any termination for good or adequate cause, the <u>University</u> (<u>College</u>)'s<u>University</u>'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 (<u>College</u>) 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. <u>Termination of Coach for Convenience of University-(College)</u>.

5.2.1–<u>.</u>At any time after commencement of this Agreement, <u>the</u> University <u>(College)</u>, 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 <u>the University</u> (College) terminates this Agreement for its own convenience, the University (College) 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 (College) until the termTerm 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 deductiondeductions according to law. In addition, Coach will be entitled to continue histhe health insurance plan and group life insurance as if heCoach 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 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 to him by the University after the date **he**Coach obtains other employment, to which **he**Coach is not entitled under this provision.

5.2.3—.____The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to hisCoach's employment with the University—(College),, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the 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 the University—(College)... The liquidated damages are not, and shall not be construed to be, a penalty.

In the event of

5.2.4 non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.3. <u>Termination by Coach for Convenience</u>.

<u>5.3.1 The</u>. Coach recognizes that <u>hisCoach's</u> promise to work for <u>the</u> University (<u>College</u>) for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University (<u>College</u>) is making a highly valuable investment in <u>hisCoach's</u> employment by entering into this Agreement and that its investment would be lost were <u>heCoach</u> to resign or otherwise terminate <u>hisCoach's</u> employment with the University (<u>College</u>) before the end of the contract <u>termTerm</u>.

_____5.3.2—The.__Coach, for his own convenience, may terminate this Agreement for convenience during its term by giving prior written notice to the University (College).. Termination shall be effective ten (10) days after such written notice is given to the University (College).. Such termination must occur at a time outside the Team's season (including NCAA post-season competition) so as to minimize the impact on the program.

5.3.3—. If the Coach terminates this Agreement for convenience at any time, all obligations of the University (College) shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he, Coach shall pay to the University (College), as liquidated damages and not a penalty, the following sum:

(a) if the Agreement is terminated on or before June 30, 2016, the sum of \$20,000.00; (b) if the Agreement is terminated between July 1, 2016 and June 30, 2017 inclusive, the sum of \$10,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4—. The parties have both been represented by, 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—(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 the_University (College) shall constitute adequate and reasonable compensation to the 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).

<u>5.3.5</u>—<u>Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, heCoach shall forfeit to the extent permitted by law hisCoach's right to receive all supplemental compensation and other payments and all accumulated annual leave.</u>

5.4. <u>Termination dueDue to Disability or Death of Coach</u>.

5.4.1—<u>.</u>Notwithstanding—___any –other –provision—_ofthis______Agreement,—____this _Agreement -shall -terminate -automatically -if -Coach- becomes -totally -or -permanently _disabled as defined by the <u>University (College)'sUniversity's</u> disability insurance carrier, becomes unable to perform the essential functions of the <u>position of head coachPosition</u>, or dies.

5.4.2—<u>.</u> If this Agreement is terminated because of <u>Coach'sCoach's</u> death, <u>Coach'sCoach's</u> salary and all other benefits shall terminate as of the last day worked, except that <u>the Coach'sCoach's</u> 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 <u>(College)</u> and due to <u>the Coach'sCoach's</u> estate or beneficiaries <u>thereunderhereunder</u>.

5.4.3—<u>.</u> If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the <u>University (College)'sUniversity's</u> 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 <u>heCoach</u> is entitled by virtue of employment with the University <u>(College).</u>

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

5.7 <u>6.</u> <u>No Liability</u>. The University <u>(College)</u> 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 <u>7.</u> 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 provide for in the State Board of Education Rule Manual (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures, IDAPA 08.01.01 et seq., Manual, and the University (College) Faculty-Staff HandbookPolicies.

ARTICLE 6

6.1—. <u>Board Approval</u>. –This Agreement shall not be effective until and unless approved of the <u>University (College)'sUniversity's</u> Board of <u>(Regents or Trustees)</u> and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this <u>agreementAgreement</u> shall be subject to: the approval of the <u>University's</u> Board of

<u>(Regents or</u> Trustees), the <u>Chief executive officerPresident</u>, 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 <u>(Regents or Trustees)</u> and <u>University</u> (<u>College</u>)'s<u>University</u>'s rules <u>or policies</u> regarding <u>furloughs or</u> financial exigency.

6.2. <u>University (College)</u> 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 <u>(College)</u> or developed by Coach on behalf of the University <u>(College)</u> or at -the <u>University (College)'s University's</u> direction -or -for -the <u>University (College)'s University's</u> use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University<u>(College)</u>. Within twenty-four (24) hours of the expiration of the term<u>Term</u> 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—. <u>Assignment</u>. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4—. <u>Waiver</u>. 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—. <u>Severability</u>. 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—<u>. Governing Law</u>. 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 district court in Ada County, Boise, Idaho.

6.7—. <u>Oral Promises</u>. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University <u>(College)</u>.

6.8—<u>.</u> 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 therefortherefore, 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—. <u>Non-Confidentiality</u>. 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<u>Coach</u> is required to produce under this Agreement may be released and made available to the public at the <u>University</u> (<u>College</u>)'s<u>University</u>'s sole discretion.

6.10—<u>. Notices</u>. 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):	— <u>:</u> Director of Athletics	Boise State University
	1910 University Drive Boise, Idaho 83725-1	
with a copy to: Chief execu	tive officer	Boise State University
$ \begin{array}{c} f\\ f\\ i\\ c\\ e\\ o\\ f\\ t\\ h\\ e\\ P\\ r\\ e\\ s\\ i\\ d\\ e\\ n\\ t\\ \end{array} $	O 1910 University Coach:	Boise, Idaho 83725-1000

Last known address on file with University (College)'s University's Human Resource Services

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

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

<u>6.12</u>. <u>Binding Effect.</u> 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—.<u>Non-Use of Names and Trademarks</u>. The Coach shall not, without the <u>University</u> (College)'s<u>University's</u> prior written consent in each case, use any name, trade name, trademark, or other designation of the University (<u>College</u>) (including contraction, abbreviation or simulation), except in the course and scope of <u>hisCoach's</u> official University (<u>College</u>) duties.

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

6.15—<u>. Entire Agreement; Amendments</u>. This Agreement constitutes the entire agreement of <u>between</u> 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 <u>University</u> (<u>College</u>)'sthe University's Board of <u>(Regents or</u> Trustees).

6.16—. Opportunity to Consult with Attorney. The Coach acknowledges that heCoach 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 (COLLEGE)

Chief executive officer Date

Curt Apsey, Director of Athletics

Tina Bird

COACH

Dr. Robert Kustra, President

Approved by the Board of <u>(Regents or Trustees)</u> on the <u>day</u> of <u>, 2015.</u>

Tina Bird Contract 2015 to 2018 5 BAHR - SECTION I

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BOISE STATE UNIVERSITY

Women's Gymnastics APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2010-11	2011-12	2012-13	2013-14
Women's Gymnastics	1000	918	981	1000
National % Rank by Sport	90-100	0-10	10-20	90-100

Raw Score for single year *Percentile Rank for Sport*

MULTI-YEAR (4-Year Rolling Average)						
Boise State University Women's	990	975	971	974		
Gymnastics						

Coach Tina Bird Maximum Compensation Calculation - 201	5-2018
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		Yr 1	Yr 2	Yr 3
3.1.1a	Annual Base Salary	\$ 64,356.00	\$ 70,000.00	\$ 75,000.00
3.2.1	Additional Pay based on Performance	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
3.2.2	Additional Pay based on Academic Achievement Total Maximum potential annual compensation under	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
	Employment Agreement	\$ 86,356.00	\$ 92,000.00	\$ 97,000.00

Policies on coach compensation/liquidated damages in the Mountain West Governing board policies and procedures and university policies and procedures

Air Force

No information found

Colorado State

Gov board – no applicable policies found

University - no applicable policies found

Fresno State

Gov board – no applicable policies found

University - no applicable policies found

University of Hawaii

Gov board

Policy EP 9.216 Classification and Compensation of Coaches

III.

D. All multi-year contracts shall contain performance criteria. Criteria which coaches shall be expected to meet will be developed for each coach. At a minimum, coaches with multi-year contracts shall be expected to meet established standards in the following areas: (1) academic performance of student athletes; (2) personal behavior; (3) conduct of assistant coaches, staff, and players; and (4) program development.
E. It is intended that the salaries be consistent with those of colleges and

universities with comparable programs....

University - no applicable policies found

University of Nevada, Reno

Gov board

NSHE Code

Title 2, Chapter 5,

5.4.2.

(e) Contracts for appointment of head athletic coaches and assistant coaches, including interim or acting appointments, shall require only approval of the institutional president as long as the term or remaining term of the contract together with any option that has been exercised or any extension that has been offered a) does not exceed 36 months, and b) the total compensation is \$1,200,000 or less for the contract term. For these purposes, total compensation does not include standard fringe benefits available to all NSHE employees including but not limited to retirement contributions, insurance, travel, out-ofpocket expense reimbursement, annual and sick leave nor does it include outside income from sources including but not limited to commercial endorsements of products and services, income from written and video materials, summer camps or apparel and equipment endorsements. Total compensation includes performance bonuses and perquisites including but not limited to moving expenses, host account, automobile allowance or privilege, housing allowance or privilege, club membership, guest travel, event tickets and media and personal appearances. The chancellor may approve contracts that exceed 36 months for head athletic coaches and assistant coaches, other than head athletic coaches of football and men's and women's basketball. Such appointments shall not take effect, and no employment contracts for such positions shall be issued or binding, until the chancellor approves the appointments. The appointments shall be reported to the Board of Regents by the president and/or the chancellor. If, in the chancellor's opinion, any contract rises to a level in length of term that the Board's approval is needed, such approval will be required. Contracts for head athletic coaches of football and men's and women's basketball that exceed 36 months, all contracts that exceed \$1,200,000 for the contract term, and all contracts for directors of athletics shall require approval of the Board of Regents.

(f) The president shall negotiate all athletic department personnel contracts involving directors of athletics or coaches with the assistance of institutional counsel. Such appointments shall not take effect, and no employment contracts for such positions shall be issued or binding, until approved by the president and by the vice chancellor for legal affairs, including as to consistency of form.

Title 4, Chapter 24,

1.5.c. Compensation

Compensation to athletic department personnel shall be approved by the president and awarded through proper institutional channels. Employees receiving compensation for outside professional services will comply with provisions of Title 4, Chapter 3 of the Board of Regents' *Handbook*. The contracts of coaches in Departments of Intercollegiate Athletics shall provide that coaches found by the institution to have committed violations of NCAA or NJCAA rules, as applicable, will be subject to actions as provided by NCAA or NJCAA enforcement provisions. Contracts shall also provide that all coaches, full-time a d part-time, must report annually to the institution all athletically related income.

University - nothing more

University of Nevada, Las Vegas

Gov board – see above, UNR

University – nothing more

University of New Mexico

Gov board

Regents' Policy Manual - Section 6.9: Employment Contracts

Policy

Certain administrative positions within the University are characterized by a level of responsibility such that the University shall reserve the discretion to renew or not renew the periodic employment contracts of these administrators when their contracts expire. The President is authorized to designate these positions from time to time.

Implementation

The President shall adopt an administrative policy governing the terms and conditions of employment of these administrators and recognizing the discretion of the University to renew or not renew their employment contracts upon the contracts' expiration. The policy shall provide that failure to renew the contracts of administrators who are also faculty members shall not affect the rights and privileges of these administrators as faculty members. The policy shall also apply to contracts of athletic coaches.

University

Administrative Policies and Procedures Manual - Policy 3210: Recruitment and Hiring

5.13. Employment of Intercollegiate Coaches

In recognition of the unique nature of the recruitment and hiring of athletic coaches, the University provides for an exception to competitive hiring processes noted in this Policy. A hiring official may fill a new or vacant position in those circumstances where the urgency of committing a job offer to a candidate is documented and indicates that normal competitive processes are not practical to secure the selection of a highly qualified candidate. All candidates hired under this exception will serve under time-limited contract appointments.

Administrative Policies and Procedures Manual - Policy 3240: Contract Employees

2. Contract Terms and Conditions

Contracts for administrators subject to this policy are normally written for one (1) year terms. Multi-year contract terms may also be used subject to prior approval of each multi-year contract term by the President. Except for the University's right either to renew or not renew administrators' contracts, and except for matters specifically set forth in such contracts (including duties and salary), the benefits, terms, and conditions of employment of administrators on contract shall be governed by the University's personnel policies and procedures, found in <u>Section 3000</u> of the *University Business Policies and Procedures Manual*. This includes the University's right to terminate or otherwise discipline such employees for proper cause during the term of their contracts, pursuant to the University's personnel policies and procedures.

7. Coaches

Head coaches and assistant coaches in the University Athletic Department are also employed by means of periodic employment contracts, and they are subject to release by the University at the expiration of their contract terms pursuant to this policy and to the policies and procedures of the Athletic Department. The University's personnel policies and procedures, found in <u>Section 3000</u> of the University Business Policies and Procedures Manual shall apply to such coaches and assistant coaches only to the extent that they are not inconsistent with the specific terms of their contracts, this policy, and the Athletic Department policies and procedures.

San Diego State

Gov board – none (Shared Governance - SDSU governing bodies include the Office of the President, Associated Students, and the University Senate.)

University - no applicable policy found

San Jose State

Gov board – no applicable policy found

University - no applicable policy found

Utah State

Gov board – no applicable policy found

University

Policy 104 The University President and Other Officers

4.7 Vice President and Director of Athletics

The Vice President and Director of Athletics is the chief athletic program officer and is responsible to the President or his/her designee. He or she shall:

(1) provide leadership and direction for the University athletic program;

(2) recommend appointment and dismissal of athletics personnel and define their duties;

(3) develop all intercollegiate sport schedules for the University;

(4) direct the work of the head coaches, assistants, and parttime coaches of the University;

(5) prepare the budget for intercollegiate activities for approval by the Athletic Council, President, and Trustees;

(6) supervise the use of all athletic equipment and facilities and the expenditure of

athletic funds; direct the athletic promotion, development and publicity programs, in cooperation

with the Vice President for University Advancement and Commercialization;

(7) supervise the intercollegiate athletic scholarship and grants-inaid program and all athletic awards after consultation with and approval of the Athletic Council; and

(9) perform such other duties as may be assigned by the President.

University of Wyoming

Gov board - no applicable policies found

University - no applicable policies found

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IDAHO STATE UNIVERSITY

SUBJECT

Multi-year employment agreement with Nate Houle, Head Men's and Women's Cross Country Coach.

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 two-year eight month employment agreement for Nate Houle, Head Men's and Women's Cross Country Coach. The position is funded by state appropriated funds.

IMPACT

The annual base salary from appropriated funds is \$44,012.80

The coach is entitled to receive the following incentive/supplemental compensation:

- Conference champions or co-champion in either Men's or Women's Cross Country = \$1,692.80 (1/26th of base salary)
- 2. Academic achievement and behavior of team based on APR national score exceeding 990 = up to \$1,000.
- 3. Academic year (two semesters) average GPA of 3.50 or more = \$1,500.
- 4. To ensure Coach's participation in annual cross country summer camps, 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 \$48,398.40.

In the event the coach terminates the contract for convenience, the following liquidated damages shall be due:

If the Agreement is terminated on or before June 21, 2016, the sum of \$20,000.

If the Agreement is terminated on or before June 21, 2017, the sum of \$10,000.

If the Agreement is terminated on or before end of the 2017 season, the sum of \$5,000.

ATTACHMENTS

Attachment 1	Employment Agreement	Page 3
Attachment 2	Employment Agreement - Redline	Page 15

BAHR – SECTION I

Attachment 3	Cross Country APR Scores	Page 31
Attachment 4	Max Compensation Calculation	Page 32
Attachment 5	Liquidated Damages	Page 33

STAFF AND COMMENTS AND RECOMMENDATIONS

The maximum academic incentive is \$2,500. The Board has historically looked favorably on academic incentives in excess of a conference tournament championship. Supplemental compensation under the contract for a conference champions or co-champion is equivalent to almost \$1,700.

The Athletics Committee met on October 9 to review this contract and will provide its recommendation at the October 22 Board meeting.

BOARD ACTION

I move to approve the request by Idaho State University to extend the multi-year employment agreement with Nate Houle, Head Men's and Women's Cross Country Coach, for a term commencing October 23, 2015 and terminating June 21, 2018 at a base salary of \$44,012.80 and supplemental compensation provisions in substantial conformance with the terms of the agreement set forth in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between IDAHO STATE UNIVERSITY ("the University") and NATE HOULE ("Coach").

ARTICLE 1

1.1. <u>Employment</u>. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate Men's & Women's Cross Country team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. <u>Reporting Relationship</u>. Coach shall report and be responsible directly to the University's 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 Chief executive officer (Chief executive officer).

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

ARTICLE 2

2.1. <u>Term.</u> This Agreement is for a fixed-term appointment of two years and approximately eight months, commencing on October 23, 2015 and terminating, without further notice to Coach, on June 21, 2018 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. <u>Extension or Renewal.</u> 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 Board of Education. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 <u>Regular Compensation</u>.

BAHR - SECTION I

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 \$44,012.80 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and Chief executive officer 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 men's or women's Team is the regular-season conference champion or co-champion, and if Coach continues to be employed as University's head Cross Country coach as of the ensuing January 21st, the University shall pay to Coach supplemental compensation in an amount equal to 1/26th 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, if Coach continues to be employed as University's head Cross country coach as of the ensuing January 21st, Coach shall be eligible to receive supplemental compensation in an amount up to \$1,000.00 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director and approved by the University's Board of Trustees. The determination shall be based on the following factors: the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere, and the men's and women's Team's combined one-year APR score based on attainment of the following levels:

Team APR Ranking

Maximum Incentive Pay

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.

3.2.3 Coach agrees that the University has the exclusive right to operate youth cross country 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 cross country 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 cross country camps, the University shall pay Coach any net revenues resulting from the camp per year as supplemental compensation during each year of his employment as head Cross Country 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 Cross country program budget at the University. This amount shall be paid within 30 days after all camp bills have been paid.

3.2.4 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. 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 educationallyrelated appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head Cross country 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.

3.2.5 Each year Team achieves a single-year (two semesters) combined average GPA of 3.50 or higher, and if Coach continues to be employed as University

head Men's & Women's Cross Country coach as of the ensuing January 21st, 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.

3.3 <u>General Conditions of Compensation</u>. 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. <u>Coach's Specific Duties and Responsibilities</u>. 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) ISU Policies and Procedures; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Big Sky Conference.

4.2. <u>Outside Activities</u>. 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 <u>NCAA Rules</u>. 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 <u>Hiring Authority</u>. 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 <u>Scheduling</u>. 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 <u>Other Coaching Opportunities</u>. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

ARTICLE 5

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

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

a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or member institution;

d) Ten (10) working days' absence of Coach from duty without the University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;

f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

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

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

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

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

5.2 Termination of Coach for Convenience of University.

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends; provided, however, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deduction according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within

ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to his by University after the date he obtains other employment, to which he is not entitled under this provision.

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

5.3 <u>Termination by Coach for Convenience</u>.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, the following sum: \$20,000.00 if notice of termination is given on or before June 21, 2016; \$10,000.00 if notice is given between June 22, 2016 and June 21, 2017; and \$5,000.00 if notice is given between June 22, 2017 and the end of the 2017 Cross Country season, including any and all post-season play. 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 are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

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

5.4 <u>Termination due to Disability or Death of Coach</u>.

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

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

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

5.5 <u>Interference by Coach</u>. 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 <u>No Liability</u>. 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 <u>Waiver of Rights</u>. 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 Governing Policies and Procedures, IDAPA 08.01.01 et seq., and the University Faculty-Staff Handbook and/or Policies and Procedures.

ARTICLE 6

6.1 <u>Board Approval</u>. This Agreement shall not be effective until and unless approved by 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, 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 the University's rules regarding financial exigency.

6.2 <u>University Property</u>. 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 (or, in the case of courtesy vehicles, the property of the provider). 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 <u>Assignment</u>. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 <u>Waiver</u>. 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 <u>Severability</u>. 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 <u>Governing Law</u>. 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 <u>Oral Promises</u>. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

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

6.10 <u>Notices</u>. 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:	Jeffrey K. Tingey, Director of Athletics 921 S. 8th Ave. Stop 8173 Pocatello, ID 83209-8173
with a copy to:	President Arthur C. Vailas 921 S. 8th Ave. Stop 8310 Pocatello, ID 83209-8310
the Coach:	Nate Houle

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 <u>Headings</u>. 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 <u>Binding Effect.</u> 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 <u>Non-Use of Names and Trademarks</u>. 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 <u>No Third Party Beneficiaries</u>. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 <u>Entire Agreement; Amendments</u>. 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 the University's Board of Trustees.

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

IDAHO STATE UNIVERSITY		COACH		
Arthur C. Vailas, President	Date	Nate Houle		Date
Approved by the Board of Trust	ees on the	day of	, 2015.	

(MODEL ATHLETICS CONTRACT)

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between (IDAHO STATE UNIVERSITY ("the University (College)),") and (NATE HOULE ("Coach).").

ARTICLE 1

1.1. <u>Employment</u>. Subject to the terms and conditions of this Agreement, the University <u>(College)</u> shall employ Coach as the head coach of its intercollegiate <u>(Sport)</u> <u>Men's & Women's Cross Country</u> 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. <u>Reporting Relationship</u>. Coach shall report and be responsible directly to the <u>University (College)'sUniversity's</u> 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 <u>University's College)'sUniversity's</u> Chief executive officer (Chief executive officer).

1.3. <u>Duties</u>. Coach shall manage and supervise the Team and shall perform such other duties in the <u>University (College)'sUniversity's</u> athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University (<u>College</u>) shall have the right, at any time, to reassign Coach to duties at the University (<u>College</u>) 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 <u>(Depending on supplemental pay provisions used)</u> 3.2.6 shall cease.

ARTICLE 2

2.1. <u>Term.</u> This Agreement is for a fixed-term appointment of _____(__)two years <u>and approximately eight months</u>, commencing on _____<u>October 23, 2015</u> and terminating, without further notice to Coach, on ____<u>June 21, 2018</u> unless sooner terminated in accordance with other provisions of this Agreement.

2.2. <u>Extension or Renewal.</u> This Agreement is renewable solely upon an offer from the University <u>(College)</u> 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 Board of Education. This Agreement in no way grants to Coach a claim to tenure in employment,

nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University <u>(College)</u>.

ARTICLE 3

3.1 <u>Regular Compensation</u>.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University (<u>College)</u> shall provide to Coach:

- An annual salary of \$_____\$44,012.80 per year, payable in biweekly installments in accordance with normal University (College) procedures, and such salary increases as may be determined appropriate by the Director and Chief executive officer and approved by the University (College)'sUniversity's Board of _(Regents or Trustees)____;
- b) The opportunity to receive such employee benefits as the University<u>(College)</u> provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the <u>University (College)'sUniversity's</u> 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 <u>men's or women's</u> Team is the <u>regular-season</u> conference champion or co-champion and also becomes eligible for a <u>(bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs)</u>, and if Coach continues to be employed as <u>University (College)'sUniversity's</u> head <u>(Sport)</u> Cross Country coach as of the ensuing July 1stJanuary 21st</u>, the University <u>(College)</u> shall pay to Coach supplemental compensation in an amount equal to <u>(amount or computation)</u> of 1/26th of Coach's Annual Salary during the fiscal year in which the championship and <u>(bowl or other post-season)</u> eligibility are is achieved. The University <u>(College)</u> 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 <u>(national rankings of</u> <u>sport's division)</u>, and, if Coach continues to be employed as <u>University</u> <u>(College)'sUniversity's</u> head <u>(Sport)</u> Cross country coach as of the ensuing July 1st,

the <u>University (College)</u> shall pay Coach supplemental compensation in an amount equal to <u>(amount or computation)</u> of Coach's Annual Salary in effect on the date of the final poll. The <u>University (College)</u> shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2. 3.2.3 Each year January 21st, Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation)\$1,000.00 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 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 men's and women's Team's combined oneyear APR score based on attainment of the following levels:

Team APR Ranking	Maximum Incentive Pay
990-999	\$ 900.00
1,000	\$ 1,000.00

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

3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to <u>(amount or computation)</u> based on the overall development of the intercollegiate (men's/women's) <u>(Sport)</u> program; ticket sales; fundraising; outreach by Coach to various constituency groups, including <u>University</u> (<u>College</u>) 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.

3.2.5 The Coach shall receive the sum of <u>(amount or computation)</u> from the <u>University (College)</u> or the <u>University (College)</u>'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 postseason 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) the University has the exclusive right to operate youth (Sport) cross country 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 footballUniversity's cross country 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 cross country 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 employment as head (Sport) Cross Country 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 Cross country program budget at the University. This amount shall be paid <u>(terms of payment)</u> within 30 days after all camp bills have been paid.

(SUMMER CAMP—OPERATED BY COACH) Coach may operate a summer youth <u>(Sport)</u> camp at the <u>University (College)</u> under the following conditions:

- a) The summer youth camp operation reflects positively on the <u>University (College)</u> 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 <u>University (College)</u> personnel,

equipment, or facilities without the prior written approval of the Director;

- Assistant coaches at the <u>University (College)</u> are given priority when the Coach or the private enterprise selects coaches to participate;
- The Coach complies with all NCAA (NAIA), Conference, and <u>University (College)</u> 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 <u>University (College)</u> and (campus concessionaire) for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for use of <u>University</u> (<u>College</u>) 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 <u>University (College)</u> 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 <u>University (College)</u> while engaged in camp activities. The Coach and all other <u>University (College)</u> 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, <u>University (College)</u> 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 <u>University (College)</u> shall be released from all obligations relating thereto.

3.2.74 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'sproduct 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 <u>(Company Name) the supplier</u>, 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 <u>(Sport) Cross country</u> 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 <u>General Conditions of Compensation</u>. 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.

<u>3.2.5 Each year Team achieves a single-year (two semesters) combined</u> average GPA of 3.50 or higher, and if Coach continues to be employed as University head Men's & Women's Cross Country coach as of the ensuing January 21st, 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.

ARTICLE 4

4.1. <u>Coach's Specific Duties and Responsibilities</u>. 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 <u>(College)</u> 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 rules and regulations of the University (College), the University policies, (College)'sUniversity's governing board, the conference, and the NCAA (or NAIA);; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University (College)'s University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University (College) and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of RegentsTrustees 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 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 <u>(Sport)</u> conference of which the University (College) is a memberBig Sky Conference.

4.24.2. <u>Outside Activities</u>. 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 officerPresident, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the <u>University (College)'sUniversity's</u> name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the <u>Chief executive officerPresident</u>.

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 officerUniversity'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 officerUniversity'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 <u>Hiring Authority</u>. 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 <u>Chief</u> <u>executive officerPresident</u> and the <u>University (College)'sUniversity's</u> Board of <u>_</u>(Trustees <u>or Regents)</u>.

4.5 <u>Scheduling</u>. 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 <u>Other Coaching Opportunities</u>. 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 <u>(College)</u> 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 (<u>College</u>) and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) <u>A</u> 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) <u>c)</u> A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University <u>(College)</u>, the <u>University</u> (<u>College)</u>, the <u>University</u> governing board, the conference or the NCAA (<u>NAIA</u>), including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or <u>NAIA</u> member institution;

d) _____Ten (10) working days' absence of Coach from duty without the <u>University (College)'sUniversity's</u> consent;

e) <u>e)</u> Any conduct of Coach that constitutes moral turpitude or that would, in the <u>University (College)'sUniversity's</u> judgment, reflect adversely on the University <u>(College)</u> or its athletic programs;

f) <u>f</u>) The failure of Coach to represent the University (<u>College</u>) and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA (<u>NAIA</u>) or the University (<u>College</u>) in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University (<u>College</u>), the <u>University (College</u>)'s University's governing board, the conference, or the NCAA (<u>NAIA</u>);

— h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University<u>(College)</u>, the <u>University</u> (<u>College)</u>, the <u>University's</u> governing board, the conference, or the NCAA-(<u>NAIA</u>), 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 <u>(College)</u>, the <u>University (College)</u>'s<u>University's</u> governing board, the conference, or the NCAA <u>(NAIA)</u>, 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 <u>(College)</u> 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 <u>(College)</u> 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 <u>University (College)'sUniversity's</u> 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 <u>(College)</u> 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 <u>(NAIA)</u> 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 <u>(NAIA)</u> enforcement procedures. This section applies to violations occurring at the University <u>(College)</u> 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 <u>(College)</u>, 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 himhis 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 <u>(College)</u>, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University <u>(College)</u> 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 <u>(College)</u>. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 <u>Termination by Coach for Convenience</u>.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University <u>(College)</u> shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University <u>(College)</u>, as liquidated damages and not a penalty, the following sum: <u>\$20,000.00 if notice of termination is given on or before June 21</u>, 2016; \$10,000.00 if notice is given between June 22, 2016 and June 21, 2017; and \$5,000.00 if notice is given between June 22, 2017 and the end of the 2017 Cross Country

<u>season, including any and all post-season play.</u> 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 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 elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 <u>Termination due to Disability or Death of Coach</u>.

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 <u>University (College)'sUniversity's</u> 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 <u>University (College)'sUniversity's</u> disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University <u>(College)</u>.

5.5 <u>Interference by Coach</u>. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the <u>University</u> <u>(College)'sUniversity's</u> student-athletes or otherwise obstruct the <u>University</u>

<u>(College)'sUniversity's</u> ability to transact business or operate its intercollegiate athletics program.

5.6 <u>No Liability</u>. The University<u>(College)</u> 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 <u>Waiver of Rights</u>. 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 <u>(College)</u> employees, if the University<u>(College)</u> 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 <u>(College)</u> from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education Governing Policies and Procedures, IDAPA 08.01.01 et seq., and the University <u>(College)</u> Faculty-Staff Handbook and/or Policies and Procedures.

ARTICLE 6

6.1 <u>Board Approval</u>. This Agreement shall not be effective until and unless approved of <u>by</u> the <u>University (College)'sUniversity's</u> Board of <u>(Regents or</u> 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 <u>University (College)'sUniversity's</u> Board of <u>(Regents or</u> Trustees), the Chief executive officer, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of <u>(Regents or Trustees)</u> and <u>University (College)'s Trustees' and the University's</u> rules regarding financial exigency.

6.2 <u>University (College) Property</u>. 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 (<u>College)</u> or developed by Coach on behalf of the University (<u>College</u>) or at the <u>University (College)'sUniversity's</u> direction or for the <u>University (College)'sUniversity's</u> use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University (<u>College</u>).or, in the case of courtesy vehicles, the property of the provider). 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 <u>Assignment</u>. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 <u>Waiver</u>. 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 <u>Severability</u>. 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 <u>Governing Law</u>. 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 <u>Oral Promises</u>. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University <u>(College)</u>.

6.8 <u>Force Majeure</u>. 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 <u>Confidentiality</u>. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the <u>University</u> <u>(College)'sUniversity's</u> sole discretion.

6.10 <u>Notices</u>. 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:

Pocatello, ID 83209-8310

the University (College):	- <u>: Jeffrey K. Tingey,</u> Director of Athletics
	921 S. 8th Ave. Stop 8173
	Pocatello, ID 83209-8173
with a copy to:	Chief executive officer President Arthur C. Vailas
	921 S. 8th Ave. Stop 8310

BAHR - SECTION I

the Coach:

<u>Nate Houle</u> Last known address on file with <u>University (College)'sUniversity's</u> 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 <u>Headings</u>. 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 <u>Binding Effect.</u> 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 <u>Non-Use of Names and Trademarks</u>. The Coach shall not, without the <u>University (College)'sUniversity's</u> prior written consent in each case, use any name, trade name, trademark, or other designation of the University (<u>College</u>) (including contraction, abbreviation or simulation), except in the course and scope of his official University (<u>College</u>) duties.

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

6.15 <u>Entire Agreement; Amendments</u>. 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 <u>University</u> (<u>College</u>)'sthe University's Board of (<u>Regents or</u> Trustees).

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

IDAHO STATE UNIVERSITY <u>(COLLEGE)</u> COACH

ATTACHMENT 2

 <u>, Chief executive officer Arthur C. Vailas, President</u>
 Date

 <u>Nate Houle</u>
 Date

Approved by the Board of <u>(Regents or Trustees</u>) on the ____ day of _____, <u>20102015</u>.

IDAHO STATE UNIVERSITY

Cross Country APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEN							
	2010-11	2011-12	2012-13	2014-15	REPORT YEAR		
Men's Cross Country	969	1000	913	1000	Raw Score for single year		
MULTI-YEAR (4-	Year Rollin	ng Average	e)				
Men's Cross Country	976	983	965	995			
National % Rank by Sport	40-50	60-70	20-30	40-50	Percentile Rank for Sport		
SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES							
	2010-11	2011-12	2012-13	2014-15	REPORT YEAR		
Women's Cross Country	942	927	1000	976	Raw Score for single year		
MULTI-YEAR (4-							
Women's Cross Country	986	959	970	970			

ATTACHMENT 4

	Houle (ISU Women's and Men's Cross Country) Max			
	Compensation Calculation - 2015 Contract			
		Yr 1	Yr 2	Yr 3
3.1.1a	The annual base salary from appropriated funds is \$	44,012.80	44,012.80	44,012.80
3.2.1	Conference men's champion or co-champion - 1/26th of salary	\$ 1,692.80	\$ 1,692.80	\$ 1,692.80
3.2.1	Conference women's champion or co-champion - 1/26th of salary	\$ 1,692.80	\$ 1,692.80	\$ 1,692.80
3.2.2	Team comportment and APR scores	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
	Summer soccer camp revenues net of all expenses Coach may			
3.2.3	instead elect to add to program budget	TBD	TBD	TBD
	Total potential annual compensation	\$ 48,398.40	\$ 48,398.40	\$ 48,398.40

Idaho State University – Liquidated Damages

Sacramento State - No state policy

Those on a definite term MPP (a multi-year management contract) would receive payout of their contracted compensation unless their termination criteria was met within the document (they have a long list of items, however none that let them fire coaches for only losing). The coaching-faculty track head coaches would be paid out to the end of their term, but they set those up on a sporting year cycle (so, for example, if you are a basketball coached, your contract goes from April 1-Mar. 30; if you are a volleyball coach, you contract would go from Jan. 1-Dec. 31).

Northern Colorado - Partial state policy

Currently, in their coaches contract they offer a multi-year contract (FB, MBB, WBB, VB), but they can terminate them at any point and are only responsible for three month's salary. State of Colorado statute does not allow them to use "state funds" to pay for early contract terminations (with or without cause). If they have non-state money, they can use these funds in a buy-out, but it is not in any current contract.

Montana & Montana State - State policy

Coach contracts are 100% buyout during the course of the contract, until the final year of the agreement.

Portland State - No state policy; school only policy

There is nothing required by PSU or the state specifically for multi-year coaches contracts. They have language in their multi-year contracts that address termination for just cause (arrest, abusive behavior, NCAA compliance issues, APR penalties etc) and termination for no cause (poor winning performance). Termination for cause offers no payout or severance and is effective upon notification. Termination for no cause offers some payout with conditions:

-Termination in Contract Year One: 36 months severance based on base salary with no benefits.

-Termination in Contract Year Two: 24 months severance based on base salary with no benefits.

-Termination in Contract Year Three: 12 months severance based on base salary with no benefits.

-Termination in Contract Year Four: 3 months severance based on base salary with no benefits.

Weber State- No state policy; school policy only

For 5-year contracts they reduce the "buy-out" by 20% each year. For example if a coach making \$100K leaves before completing the first year they would owe \$100K as their buyout. If they left in year 2, they would owe an 80% buyout, or \$80K.

For a 4-year contract they would reduce by 25% per year

For a 3-year contract they would reduce by 33% each year.

Eastern Washington - No state policy; they are working on a school-only policy

Northern Arizona - No state policy; they are creating a school-only policy

IDAHO STATE UNIVERSITY

SUBJECT

Multi-year employment agreement with Candi Letts, Head Women's Softball Coach.

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 two-year eight month employment agreement for Candi Letts, Head Softball Coach (Coach).

IMPACT

The annual base salary is \$58,011.20 (state appropriated funds).

Coach is entitled to receive the following incentive/supplemental compensation:

- 1. Regular-season Conference champion or co-champion = \$2,231.20 (1/26th of base salary).
- 2. Post-season conference tournament champion or co-champion = \$2,231.20 (1/26th of base salary).
- 3. Academic achievement and behavior of team based on APR national score exceeding 970: up to \$1,000.
- 4. Academic year (two semesters) average GPA of 3.30 or more = \$1,500.
- 5. NCAA Tournament victories = up to \$42,000.00 for the National Championship.
- 6. To ensure Coach's participation in annual softball summer camps, 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 \$106,973.60.

In the event the coach terminates the contract for convenience, the following liquidated damages shall be due:

If the Agreement is terminated on or before June 21, 2016, the sum of \$25,000.

If the Agreement is terminated on or before June 21, 2017, the sum of \$15,000.

If the Agreement is terminated on or before end of the 2017 season, the sum of \$5,000.

ATTACHMENTS

Attachment 1	Employment Agreement	Page 3
Attachment 2	Employment Agreement - Redline	Page 17
Attachment 3	Cross Country APR Scores	Page 33
Attachment 4	Max Compensation Calculation	Page 34
Attachment 5	Conference Liquidated Damages	Page 35

STAFF AND COMMENTS AND RECOMMENDATIONS

The maximum academic incentive is \$2,500. The Board has historically looked favorably on academic incentives in excess of a conference tournament championship. Supplemental compensation under the contract for a conference champion or co-champion is \$2,231.

The Athletics Committee met on October 9 to review this contract and will provide its recommendation at the October 22 Board meeting.

BOARD ACTION

I move to approve the request by Idaho State University to extend the multi-year employment agreement with Candi Letts, Head Women's Softball Coach, for a term commencing October 23, 2015 and terminating June 21, 2018 at a base salary of \$58,011.20 and supplemental compensation provisions in substantial conformance with the terms of the agreement set forth in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between IDAHO STATE UNIVERSITY ("the University") and CANDI LETTS ("Coach").

ARTICLE 1

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

1.2. <u>Reporting Relationship</u>. Coach shall report and be responsible directly to the University's 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 Chief executive officer (Chief executive officer).

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

ARTICLE 2

2.1. <u>Term.</u> This Agreement is for a fixed-term appointment of two years and approximately eight months, commencing on October 23, 2015 and terminating, without further notice to Coach, on June 21, 2018 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. <u>Extension or Renewal.</u> 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 Board of Education. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 <u>Regular Compensation</u>.

BAHR - SECTION I

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 \$58,011.20 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and Chief executive officer and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.
- 3.2 Supplemental Compensation

3.2.1. Each year the Team is the regular-season conference champion or co-champion, and if Coach continues to be employed as University's head Softball_coach as of the ensuing June 21st, the University shall pay to Coach supplemental compensation in an amount equal to 1/26th 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 is the post-season conference tournament champion or co-champion, and if Coach continues to be employed as University's head Softball coach as of the ensuing June 21st, the University shall pay to Coach supplemental compensation in an amount equal to 1/26th of Coach's Annual Salary during the fiscal year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3. Each year, if Coach continues to be employed as University's head Softball coach as of the ensuing June 21st, Coach shall be eligible to receive supplemental compensation in an amount up to \$1,000.00 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director and approved by the University's Board of Trustees. The determination shall be based on the following factors: the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere, and meeting or exceeding the following academic benchmarks:

Benchmark	Maximum Incentive Pay	
970-979:	\$700	
980-989:	\$800	
990-999:	\$900	
1,000:	\$1,000	
Academic year (2 semester)	average GPA of 3.30 or more	\$ 1,500.00

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

3.2.4 Each year the team advances to the NCAA Women's Softball Tournament, and if Coach continues to be employed as University's head Women's Softball coach as of the ensuing June 21st, the University shall pay to Coach supplemental compensation in the amounts set forth below based advancement in the tournament:

Achievement	Additional Bonus
Entry into Regional	No additional bonus
Advancement to Round of 16	\$4,000.00
Advancement to Round of 8	\$5,000.00
Advancement to College World Series	\$8,000.00
Advancement to Championship Series	\$10,000.00
National Championship	\$15,000.00

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

3.2.5 Coach agrees that the University has the exclusive right to operate youth women's softball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's women's softball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer women's softball camps, the University shall pay Coach any net revenues resulting from the camp per year as supplemental compensation during each year of her employment as head Women's Softball 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 Softball program budget at the University. This amount shall be paid within 30 days after all camp bills have been paid.

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 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 educationallyrelated 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 Softball 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 <u>General Conditions of Compensation</u>. 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. <u>Coach's Specific Duties and Responsibilities</u>. 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) ISU Policies and Procedures; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Big Sky Conference.

4.2. <u>Outside Activities</u>. 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 <u>NCAA Rules</u>. 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 <u>Hiring Authority</u>. 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 <u>Scheduling</u>. 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 <u>Other Coaching Opportunities</u>. 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 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. 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 <u>Termination by Coach for Convenience</u>.

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, the following sum: \$25,000.00 if notice of termination is given on or before June 21, 2016; \$15,000.00 if notice is given between June 22, 2016 and June 21, 2017; and \$5,000.00 if notice is given between June 22, 2017 and the end of the 2017 Women's Softball season, including any and all post-season play. 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 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 to the extent permitted by law her right to receive all supplemental compensation and other payments.

5.4 <u>Termination due to Disability or Death of Coach</u>.

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 <u>Interference by Coach</u>. 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 <u>No Liability</u>. 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 <u>Waiver of Rights</u>. 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 Governing Policies and Procedures, IDAPA 08.01.01 et seq., and the University Faculty-Staff Handbook and/or Policies and Procedures.

ARTICLE 6

6.1 <u>Board Approval</u>. This Agreement shall not be effective until and unless approved by 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, 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 the University's rules regarding financial exigency.

6.2 <u>University Property</u>. 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 (or, in the case of courtesy vehicles, the property of the provider). 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 <u>Assignment</u>. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 <u>Waiver</u>. 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 <u>Severability</u>. 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 <u>Governing Law</u>. 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 <u>Oral Promises</u>. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 <u>Force Majeure</u>. 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 <u>Confidentiality</u>. 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 <u>Notices</u>. 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:	Jeffrey K. Tingey, Director of Athletics 921 S. 8th Ave. Stop 8173 Pocatello, ID 83209-8173
with a copy to:	President Arthur C. Vailas 921 S. 8th Ave. Stop 8310 Pocatello, ID 83209-8310

the Coach: Candi Letts 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 <u>Headings</u>. 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 <u>Binding Effect.</u> 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 <u>Non-Use of Names and Trademarks</u>. 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 <u>No Third Party Beneficiaries</u>. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 <u>Entire Agreement; Amendments</u>. 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 the University's Board of Trustees.

6.16 <u>Opportunity to Consult with Attorney</u>. 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	Candi Letts	Date
Approved by the Board of (Reg	ents or Trust	ees) on the day of	, 2015.

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(MODEL ATHLETICS CONTRACT)

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between (IDAHO STATE UNIVERSITY ("the University (College)),") and (CANDI LETTS ("Coach).").

ARTICLE 1

1.1. <u>Employment</u>. Subject to the terms and conditions of this Agreement, the University <u>(College)</u> shall employ Coach as the head coach of its intercollegiate <u>(Sport)</u> <u>Women's Softball</u> 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. <u>Reporting Relationship</u>. Coach shall report and be responsible directly to the <u>University (College)'sUniversity's</u> 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 <u>University's</u> <u>(College)'sUniversity's</u> Chief executive officer (Chief executive officer).

1.3. <u>Duties</u>. Coach shall manage and supervise the Team and shall perform such other duties in the <u>University (College)'sUniversity's</u> athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University (<u>College</u>) shall have the right, at any time, to reassign Coach to duties at the University (<u>College</u>) 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 <u>(Depending on supplemental pay provisions used)</u> 3.2.6 shall cease.

ARTICLE 2

2.1. <u>Term.</u> This Agreement is for a fixed-term appointment of _____(__)two years <u>and approximately eight months</u>, commencing on _____<u>October 23, 2015</u> and terminating, without further notice to Coach, on ____<u>June 21, 2018</u> unless sooner terminated in accordance with other provisions of this Agreement.

2.2. <u>Extension or Renewal.</u> This Agreement is renewable solely upon an offer from the University <u>(College)</u> 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 Board of Education. This Agreement in no way grants to Coach a claim to tenure in employment,

nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University <u>(College)</u>.

ARTICLE 3

3.1 <u>Regular Compensation</u>.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University (<u>College</u>) shall provide to Coach:

- An annual salary of \$_____\$58,011.20 per year, payable in biweekly installments in accordance with normal University (College) procedures, and such salary increases as may be determined appropriate by the Director and Chief executive officer and approved by the University (College)'sUniversity's Board of _(Regents or Trustees)____;
- b) The opportunity to receive such employee benefits as the University<u>(College)</u> provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the <u>University (College)'sUniversity's</u> 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 <u>regular-season</u> conference champion or co-champion and also becomes eligible for a <u>(bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs)</u>, and if Coach continues to be employed as <u>University (College)'sUniversity's head</u> <u>(Sport)Softball</u> coach as of the ensuing <u>July 1stJune 21st</u>, the University <u>(College)</u> shall pay to Coach supplemental compensation in an amount equal to <u>(amount or computation)</u> of <u>1/26th of</u> Coach's Annual Salary during the fiscal year in which the championship and <u>(bowl or other post-season)</u> eligibility are sachieved. The University <u>(College)</u> shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2

<u>3.2.2.</u> Each year the Team is ranked in the top 25 in the <u>(national rankings</u>) of sport's division) post-season conference tournament champion or co-champion, and if Coach continues to be employed as <u>University (College)'sUniversity's</u> head <u>(Sport)</u>

<u>Softball</u> coach as of the ensuing <u>July 1st June 21st</u>, the University <u>(College)</u> shall pay to Coach supplemental compensation in an amount equal to <u>(amount or computation)</u> of <u>Coach's 1/26th of Coach's</u> Annual Salary in effect onduring the fiscal year in which the date of the final poll.championship is achieved. The University <u>(College)</u> shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

<u>3.2.3.</u> <u>3.2.3</u> Each year, if Coach continues to be employed as University's head Softball coach as of the ensuing June 21st, Coach shall be eligible to receive supplemental compensation in an amount up to <u>(amount or computation)</u>\$1,000.00 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 <u>Chief executive officerPresident</u> 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 the University (College) as academically at-risk students; the conduct of Team members on the University (<u>College</u>) campus, at authorized University (<u>College</u>) activities, in the community, and elsewhere. and meeting or exceeding the following academic benchmarks:

Benchma	rk Maximum Incentive Pay	
970-979:	\$700	
980-989:	\$800	
990-999:	\$900	
1,000:	\$1,000	
A	ademic year (2 semester) average GPA of 3.30 or more	\$ 1,500.00

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

3.2.4 Each year <u>the team advances to the NCAA Women's Softball</u> <u>Tournament, and if</u> Coach <u>continues to be employed as University's head Women's</u> <u>Softball coach as of the ensuing June 21st, the University</u> shall <u>be eligiblepay</u> to <u>receiveCoach</u> supplemental compensation in <u>an amount up to <u>(amount or</u> <u>computation)</u> the amounts set forth below based on the overall development of the intercollegiate (men's/women's) <u>(Sport)</u> program; ticket sales; fundraising; outreach by Coach to various constituency groups, including <u>University (advancement in the</u> <u>tournament:</u></u>

Achievement	Additional Bonus
Entry into Regional	No additional bonus

Advancement to Round of 16	\$4,000.00
Advancement to Round of 8	\$5,000.00

<u>Advancement to College) students, staff, faculty, alumni and boosters; and</u> any other factors the Chief executive officer wishes to consider. <u>World Series</u> \$8,000.00

Advancement to Championship Series\$10,000.00National Championship\$15,000.00

The determination of whether<u>University shall determine the appropriate</u> <u>manner in which it shall pay</u> Coach will receiveany 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 postseason competition, whichever occurs later. This sum shall be paid (terms or conditions Agreements requiring the Coach to participate in Programs related of payment) 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 <u>UNIVERSITY (COLLEGE)</u>) Coach agrees that the <u>University (College)</u> has the exclusive right to operate youth <u>(Sport)</u> camps on its campus using <u>University (College)</u> facilities. The <u>University (College)</u>

<u>3.2.5</u> Coach agrees that the University has the exclusive right to operate youth women's softball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the <u>University (College)'sUniversity's</u> camps in Coach's capacity as a University <u>(College)</u> employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the <u>University (College)'s footballUniversity's women's softball</u> camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the <u>University (College)'s University's</u> summer footballwomen's softball camps, _the University <u>(College)</u> shall pay Coach

<u>(amount)</u> any net revenues resulting from the camp per year as supplemental compensation during each year of hisher employment as head <u>(Sport)</u>-Women's Softball coach at the University <u>(College)</u>, 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 Softball program budget at the University. This amount shall be paid <u>(terms of payment)</u> within 30 days after all camp bills have been paid.

(SUMMER CAMP—OPERATED BY COACH) Coach may operate a summer youth <u>(Sport)</u> camp at the <u>University (College)</u> under the following conditions:

- a) The summer youth camp operation reflects positively on the <u>University (College)</u> 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 <u>University (College)</u> personnel, equipment, or facilities without the prior written approval of the Director;
- Assistant coaches at the <u>University (College)</u> are given priority when the Coach or the private enterprise selects coaches to participate;
- d) The Coach complies with all NCAA (NAIA), Conference, and <u>University (College)</u> 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 <u>University (College)</u> and (campus concessionaire) for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for use of <u>University</u> (<u>College</u>) 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 <u>University (College)</u> 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 <u>University (College)</u> while engaged in camp activities. The Coach and all other <u>University (College)</u> 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, <u>University (College)</u> 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 <u>University (College)</u> shall be released from all obligations relating thereto.

3.2.76 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 hisher duties and obligations as head ______ Women's Softball coach. In order to avoid entering into an agreement with a competitor of <u>(Company Name)</u> 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

<u>(Company Name), those produced by the University's supplier</u>, 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 <u>General Conditions of Compensation</u>. 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. <u>Coach's Specific Duties and Responsibilities</u>. 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 <u>(College)</u> and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University (College), the University (College)'s University's governing board, the conference, and the NCAA (or NAIA); supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University (College)'s University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University (College) and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of RegentsTrustees 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 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 <u>(Sport)</u> conference of which the <u>University (College)</u> is a member<u>Big</u> <u>Sky Conference</u>.

4.24.2. 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 officerPresident, 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)'sUniversity's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the Chief executive officerPresident.

NCAA (or NAIA) Rules. In accordance with NCAA (or NAIA) rules, Coach 4.3 shall obtain prior written approval from the University (College)'s Chief executive officerUniversity'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 officerUniversity'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 <u>Hiring Authority</u>. 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 <u>Chief</u> <u>executive officerPresident</u> and the <u>University (College)'sUniversity's</u> Board of <u>_</u>(Trustees <u>or Regents)</u>.

4.5 <u>Scheduling</u>. 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 <u>Other Coaching Opportunities</u>. 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 <u>(College)</u> 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 <u>(College)</u> and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) <u>A</u> 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) <u>b)</u> 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 <u>(College);</u>

c) <u>c)</u> A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University <u>(College)</u>, the <u>University</u> (<u>College)</u>, the <u>University</u> governing board, the conference or the NCAA (<u>NAIA</u>), including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or <u>NAIA</u> member institution;

d) _____Ten (10) working days' absence of Coach from duty without the <u>University (College)'sUniversity's</u> consent;

e) <u>e)</u> Any conduct of Coach that constitutes moral turpitude or that would, in the <u>University (College)'sUniversity's</u> judgment, reflect adversely on the University <u>(College)</u> or its athletic programs;

f) <u>f</u>) The failure of Coach to represent the University <u>(College)</u> and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA (<u>NAIA</u>) or the University (<u>College</u>) in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University (<u>College</u>), the <u>University (College</u>)'s <u>University's</u> governing board, the conference, or the NCAA (<u>NAIA</u>);

— h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University <u>(College)</u>, the <u>University</u>; <u>(College)</u>'s <u>University</u>'s governing board, the conference, or the NCAA (NAIA)</u>, 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<u>(College)</u>, the <u>University (College)</u>'s<u>University</u>'s governing board, the conference, or the NCAA <u>(NAIA)</u>, 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 <u>(College)</u> as follows: before the effective date of the suspension, reassignment, or termination, the Director or <u>hisher</u> 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 <u>(College)</u> 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 <u>University (College)'sUniversity's</u> 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 <u>(College)</u> 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 (<u>NAIA</u>) 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 (<u>NAIA</u>) enforcement procedures. This section applies to violations occurring at the University (<u>College</u>) 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 (<u>College</u>), 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 <u>(College)</u> terminates this Agreement for its own convenience, University<u>(College)</u> 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 <u>(College)</u> until the term of this Agreement ends<u>or</u> 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 hisher 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 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 himher 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 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 hisher 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 <u>Termination by Coach for Convenience</u>.

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

5.3.2 The Coach, for <u>hisher</u> own convenience, may terminate this Agreement during its term by giving prior written notice to the University<u>(College)</u>. 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 hisher convenience heshe shall pay to the University (College), as liquidated damages and not a penalty, the following sum: ______.\$25,000.00 if notice of termination is given on or before June 21, 2016; \$15,000.00 if notice is given between June 22, 2016 and June 21, 2017; and \$5,000.00 if notice is given between June 22, 2017 and the end of the 2017 Women's Softball season, including any and all post-season play. 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 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 elsewhere in this Agreement, if Coach terminates this Agreement for convenience, <u>heshe</u> shall forfeit to the extent permitted by law <u>hisher</u> right to receive all supplemental compensation and other payments.

5.4 <u>Termination due to Disability or Death of Coach</u>.

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 <u>University (College)'sUniversity's</u> 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 (<u>College</u>) 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 <u>University (College)'sUniversity's</u> 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 <u>heshe</u> is entitled by virtue of employment with the University<u>(College)</u>.

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

5.6 <u>No Liability</u>. The University<u>(College)</u> 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 <u>Waiver of Rights</u>. 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 <u>(College)</u> employees, if the University<u>(College)</u> 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 <u>(College)</u> from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education Governing Policies and Procedures, IDAPA 08.01.01 et seq., and the University <u>(College)</u> Faculty-Staff Handbook and/or Policies and Procedures.

ARTICLE 6

6.1 <u>Board Approval</u>. This Agreement shall not be effective until and unless approved of <u>by</u> the <u>University (College)'sUniversity's</u> Board of <u>(Regents or</u> 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 <u>University (College)'sUniversity's</u> Board of <u>(Regents or</u> Trustees), the Chief executive officer, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of <u>(Regents or Trustees)</u> and <u>University (College)'sTrustees'</u> and the University's rules regarding financial exigency.

6.2 <u>University (College) Property</u>. 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 (<u>College</u>) or developed by Coach on behalf of the University (<u>College</u>) or at the <u>University (College</u>)'s<u>University's</u> direction or for the <u>University (College</u>)'s<u>University's</u> direction or for the <u>University (College</u>).or, in the case of courtesy vehicles, the property of the provider). 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 <u>Assignment</u>. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 <u>Waiver</u>. 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 <u>Severability</u>. 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 <u>Governing Law</u>. 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 <u>Oral Promises</u>. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University<u>(College)</u>.

6.8 <u>Force Majeure</u>. 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 <u>Confidentiality</u>. 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 <u>heshe</u> is required to produce under this Agreement may be released and made available to the public at the <u>University</u> (<u>College</u>)'s<u>University</u>'s sole discretion.

6.10 <u>Notices</u>. 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):	-: Jeffrey K. Tingey, Director of Athletics
	921 S. 8th Ave. Stop 8173
	Pocatello, ID 83209-8173
with a copy to:	Chief executive officerPresident Arthur C. Vailas
15	921 S. 8th Ave. Stop 8310
	Pocatello, ID 83209-8310

the Coach:

<u>Candi Letts</u> 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 <u>Headings</u>. 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 <u>Binding Effect.</u> 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 <u>Non-Use of Names and Trademarks</u>. The Coach shall not, without the <u>University (College)'sUniversity's</u> prior written consent in each case, use any name, trade name, trademark, or other designation of the University (<u>College)</u> (including contraction, abbreviation or simulation), except in the course and scope of <u>hisher</u> official University (<u>College)</u> duties.

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

6.15 <u>Entire Agreement; Amendments</u>. 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 <u>University</u> <u>(College)'sthe University's</u> Board of <u>(Regents or Trustees).</u>

6.16 <u>Opportunity to Consult with Attorney</u>. The Coach acknowledges that <u>heshe</u> 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

<u>, Chief executive officerArthur C. Vailas, President</u> Date ______ <u>Candi Letts</u> Date

Approved by the Board of <u>(Regents or Trustees)</u> on the ____ day of _____, 20102015.

IDAHO STATE UNIVERSITY

Softball APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2010-11	2011-12	2012-13	2014-15
Softball	942	971	1000	1000

REPORT YEAR

Raw Score for single year

MULTI-YEAR (4-Year Rolling Average)

Softball	895	896	925	971
National % Rank by Sport	1-10	1-10	20-30	40-50

Percentile Rank for Sport

	Letts (ISU Women's Softball) Max Compensation Calculation - 2015 Contract			
		Yr 1	Yr 2	Yr 3
3.1.1a	The annual base salary from appropriated funds is \$	\$ 58,011.20	\$ 58,011.20	\$ 58,011.20
3.2.1	Conference champion or co-champion - 1/26th of salary	\$ 2,231.20	\$ 2,231.20	\$ 2,231.20
3.2.1	Post-season tournament champion or co-champion - 1/26th of			
	salary	\$ 2,231.20	\$ 2,231.20	\$ 2,231.20
3.2.2	Team comportment and APR scores	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
	Team GPA	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
	NCAA National Tournament championship	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00
3.2.3	Summer soccer camp revenues net of all expenses Coach may			
	instead elect to add to program budget	TBD	TBD	TBD
	Total potential annual compensation	\$ 106,973.60	\$ 106,973.60	\$ 106,973.60

Idaho State University – Liquidated Damages

Sacramento State - No state policy

Those on a definite term MPP (a multi-year management contract) would receive payout of their contracted compensation unless their termination criteria was met within the document (they have a long list of items, however none that let them fire coaches for only losing). The coaching-faculty track head coaches would be paid out to the end of their term, but they set those up on a sporting year cycle (so, for example, if you are a basketball coached, your contract goes from April 1-Mar. 30; if you are a volleyball coach, you contract would go from Jan. 1-Dec. 31).

Northern Colorado - Partial state policy

Currently, in their coaches contract they offer a multi-year contract (FB, MBB, WBB, VB), but they can terminate them at any point and are only responsible for three month's salary. State of Colorado statute does not allow them to use "state funds" to pay for early contract terminations (with or without cause). If they have non-state money, they can use these funds in a buy-out, but it is not in any current contract.

Montana & Montana State - State policy

Coach contracts are 100% buyout during the course of the contract, until the final year of the agreement.

Portland State - No state policy; school only policy

There is nothing required by PSU or the state specifically for multi-year coaches contracts. They have language in their multi-year contracts that address termination for just cause (arrest, abusive behavior, NCAA compliance issues, APR penalties etc) and termination for no cause (poor winning performance). Termination for cause offers no payout or severance and is effective upon notification. Termination for no cause offers some payout with conditions:

-Termination in Contract Year One: 36 months severance based on base salary with no benefits.

-Termination in Contract Year Two: 24 months severance based on base salary with no benefits.

-Termination in Contract Year Three: 12 months severance based on base salary with no benefits.

-Termination in Contract Year Four: 3 months severance based on base salary with no benefits.

Weber State- No state policy; school policy only

For 5-year contracts they reduce the "buy-out" by 20% each year. For example if a coach making \$100K leaves before completing the first year they would owe \$100K as their buyout. If they left in year 2, they would owe an 80% buyout, or \$80K.

For a 4-year contract they would reduce by 25% per year

For a 3-year contract they would reduce by 33% each year.

Eastern Washington - No state policy; they are working on a school-only policy

Northern Arizona - No state policy; they are creating a school-only policy

IDAHO STATE UNIVERSITY

SUBJECT

Multi-year employment agreement with Fredrick Reynolds, Head Women's Volleyball Coach.

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 two-year three month employment agreement for Fredrick Reynolds, Head Women's Volleyball Coach (Coach).

IMPACT

The annual base salary is \$69,014.40 (state appropriated funds).

Coach is entitled to receive the following incentive/supplemental compensation:

- 1. Conference champions or co-champion = \$2,654.40 (1/26th of base salary).
- 2. Post-season tournament champion = \$2,654.40 (1/26th of base salary).
- 3. Regular season win totals up to \$2,500.00 for 26 victories.
- 4. Academic achievement and behavior of team based on APR national score exceeding 970: up to \$1,000.
- 5. Academic year (two semesters) average GPA of 3.50 or more = \$1,500.
- 6. Conference Coach of the Year Award = \$2,654.40 (1/26th of base salary).
- 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 \$80,477.60.

In the event the coach terminates the contract for convenience, the following liquidated damages shall be due:

If the Agreement is terminated on or before January 21, 2016, the sum of \$30,000.

If the Agreement is terminated on or before January 21, 2017, the sum of \$20,000.

If the Agreement is terminated on or before end of the 2017 season, the sum of \$10,000.

ATTACHMENTS

Attachment 1	Employment Agreement	Page 3
Attachment 2	Employment Agreement - Redline	Page 17
Attachment 3	Cross Country APR Scores	Page 33
Attachment 4	Max Compensation Calculation	Page 34
Attachment 5	Conference Liquidated Damages	Page 35

STAFF AND COMMENTS AND RECOMMENDATIONS

The maximum academic incentive is \$2,500. The Board has historically looked favorably on academic incentives in excess of a conference tournament championship. Supplemental compensation under the contract for conference champions or co-champion is \$2,654.

The Athletics Committee met on October 9 to review this contract and will provide its recommendation at the October 22 Board meeting.

BOARD ACTION

I move to approve the request by Idaho State University to extend the multi-year employment agreement with Fredrick Reynolds, Head Women's Volleyball Coach, for a term commencing October 23, 2015 and terminating January 21, 2018 at a base salary of \$69,014.40 and supplemental compensation provisions in substantial conformance with the terms of the agreement set forth in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between IDAHO STATE UNIVERSITY ("the University") and FREDRICK REYNOLDS ("Coach").

ARTICLE 1

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

1.2. <u>Reporting Relationship</u>. Coach shall report and be responsible directly to the University's 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 Chief executive officer (Chief executive officer).

1.3. <u>Duties</u>. 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. <u>Term.</u> This Agreement is for a fixed-term appointment of two years and approximately three months, commencing on October 23, 2015 and terminating, without further notice to Coach, on January 21, 2018 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. <u>Extension or Renewal.</u> 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 Board of Education. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 <u>Regular Compensation</u>.

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 \$69,014.40 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 Chief executive officer 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 Volleyball coach as of the ensuing January 21st, the University shall pay to Coach supplemental compensation in an amount equal to 1/26th 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 is the post-season conference tournament champion or co-champion, and if Coach continues to be employed as University's head Volleyball coach as of the ensuing January 21st, the University shall pay to Coach supplemental compensation in an amount equal to 1/26th of Coach's Annual Salary during the fiscal year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3. Each year, if Coach continues to be employed as University's head Volleyball coach as of the ensuing January 21st, the University shall pay to Coach supplemental compensation for number of regular-season victories in the amount set forth in the table below. These bonus amounts are non-cumulative. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

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

3.2.4. Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$1,000.00 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director and approved by the University's Board of Trustees. The determination shall be based on the following factors: the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere and the Team's one-year APR score based on attainment of the following levels:

Team APR Ranking	Maximum Incentive Pay
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.

3.2.5 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 Volleyball 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 Coach agrees that the University has the exclusive right to operate youth women's 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 women's volleyball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer women's volleyball camps, the University shall pay Coach any net revenues resulting from the camp per year as supplemental compensation during each year of his employment as head Women's Volleyball 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 Volleyball program budget at the University. This amount shall be paid within 30 days after all camp bills have been paid.

3.2.7 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University 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 educationallyrelated 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 Volleyball 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.

3.2.8 Each year Team achieves a single-year (two semesters) combined average GPA of 3.50 or higher, and if Coach continues to be employed as University head Women's Volleyball coach as of the ensuing January 21st, 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.

3.3 <u>General Conditions of Compensation</u>. 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. <u>Coach's Specific Duties and Responsibilities</u>. 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.

4.2. <u>Outside Activities</u>. 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 <u>NCAA (or NAIA) Rules</u>. 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 <u>Hiring Authority</u>. 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 <u>Scheduling</u>. 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 <u>Other Coaching Opportunities</u>. 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 he remained a University employee until the term of this Agreement ends or until Coach obtains employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to 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 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 <u>Termination by Coach for Convenience</u>.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, the following sum: \$30,000.00 if notice of termination is given on or before January 21, 2016; \$20,000.00 if notice is given between January 22, 2016 and January 21, 2017; and \$10,000.00 if notice is given between January 22, 2017 and the end of the 2017 Women's Volleyball season, including any and all post-season play. 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 are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

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

5.4 <u>Termination due to Disability or Death of Coach</u>.

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

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

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

5.5 <u>Interference by Coach</u>. 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 <u>No Liability</u>. 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 <u>Waiver of Rights</u>. 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 Governing Policies and Procedures, IDAPA 08.01.01 et seq., and the University Faculty-Staff Handbook and/or Policies and Procedures.

ARTICLE 6

6.1 <u>Board Approval</u>. This Agreement shall not be effective until and unless approved by 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, 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 the University's rules regarding financial exigency.

6.2 <u>University Property</u>. 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 (or, in the case of courtesy vehicles, the property of the provider). 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 <u>Assignment</u>. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 <u>Waiver</u>. 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 <u>Severability</u>. 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 <u>Governing Law</u>. 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 <u>Oral Promises</u>. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

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

6.10 <u>Notices</u>. 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:	Jeffrey K. Tingey, Director of Athletics 921 S. 8th Ave. Stop 8173 Pocatello, ID 83209-8173
with a copy to:	President Arthur C. Vailas 921 S. 8th Ave. Stop 8310 Pocatello, ID 83209-8310

the Coach: Fredrick Reynolds 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 <u>Headings</u>. 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 <u>Binding Effect.</u> 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 <u>Non-Use of Names and Trademarks</u>. 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 <u>No Third Party Beneficiaries</u>. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 <u>Entire Agreement; Amendments</u>. 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 the University's Board of Trustees.

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

IDAHO STATE UNIVERSITY		COACH		
Arthur C. Vailas, President	Date	Fredrick Reynolds		Date
Approved by the Board of Trust	ees on the	day of	_, 2015.	

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(MODEL ATHLETICS CONTRACT)

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between (IDAHO STATE UNIVERSITY ("the University (College)),") and (FREDRICK REYNOLDS ("Coach).").

ARTICLE 1

1.1. <u>Employment</u>. Subject to the terms and conditions of this Agreement, the University <u>(College)</u> shall employ Coach as the head coach of its intercollegiate <u>(Sport)</u> <u>Women's Volleyball</u> 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. <u>Reporting Relationship</u>. Coach shall report and be responsible directly to the <u>University (College)'sUniversity's</u> 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 <u>University's</u> <u>(College)'sUniversity's</u> Chief executive officer (Chief executive officer).

1.3. <u>Duties</u>. Coach shall manage and supervise the Team and shall perform such other duties in the <u>University (College)'sUniversity's</u> athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University (<u>College</u>) shall have the right, at any time, to reassign Coach to duties at the University (<u>College</u>) 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 <u>(Depending on supplemental pay provisions used)</u> 3.2.7 shall cease.

ARTICLE 2

2.1. <u>Term.</u> This Agreement is for a fixed-term appointment of <u>(___)two</u> years<u>and approximately three months</u>, commencing on <u>____October 23, 2015</u> and terminating, without further notice to Coach, on <u>____January 21, 2018</u> unless sooner terminated in accordance with other provisions of this Agreement.

2.2. <u>Extension or Renewal.</u> This Agreement is renewable solely upon an offer from the University <u>(College)</u> 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 Board of Education. This Agreement in no way grants to Coach a claim to tenure in employment,

nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University <u>(College)</u>.

ARTICLE 3

3.1 <u>Regular Compensation</u>.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University <u>(College)</u> shall provide to Coach:

- An annual salary of \$_____\$69,014.40 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 and approved by the University (College)'sUniversity'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 <u>University (College)'sUniversity's</u> 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 <u>regular-season</u> conference champion or co-champion and also becomes eligible for a <u>(bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs)</u>, and if Coach continues to be employed as <u>University (College)'sUniversity's</u> head <u>(Sport)Volleyball</u> coach as of the ensuing <u>July 1stJanuary 21st</u>, the University <u>(College)</u> shall pay to Coach supplemental compensation in an amount equal to <u>(amount or computation)</u> 1/26th of Coach's Annual Salary during the fiscal year in which the championship and <u>(bowl or other post-season)</u> eligibility areis achieved. The University <u>(College)</u> shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2

<u>3.2.2.</u> Each year the Team is <u>ranked in the top 25 in the <u>(national rankings</u>) <u>of sport's division)</u> <u>post-season conference tournament champion or co-champion</u>, and if Coach continues to be employed as <u>University (College)'sUniversity's</u> head <u>(Sport)</u> <u>Volleyball</u> coach as of the ensuing <u>July 1st</u>January 21st, the University <u>(College)</u> shall</u>

pay to Coach supplemental compensation in an amount equal to <u>(amount or computation)</u> of Coach's1/26th of Coach's Annual Salary in effect onduring the fiscal year in which the date of the final poll.championship is achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

<u>3.2.3.</u> <u>3.Each year, if Coach continues to be employed as University's head</u> <u>Volleyball coach as of the ensuing January 21st, the University shall pay to Coach</u> <u>supplemental compensation for number of regular-season victories in the amount set</u> <u>forth in the table below. These bonus amounts are non-cumulative. The University shall</u> <u>determine the appropriate manner in which it shall pay Coach any such supplemental</u> <u>compensation.</u>

20 wins:	\$ 1,000.00
22 wins:	\$ 1,500.00
24 wins:	<u>\$ 2.3,000.00</u>
26 wins:	\$ 2,500.00

<u>3.2.4.</u> Each year Coach shall be eligible to receive supplemental compensation in an amount up to <u>(amount or computation)</u>\$1,000.00 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 <u>Chief executive officerPresident</u> 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 <u>University (College)</u> as academically at-risk students; the conduct of Team members on the University (<u>College</u>) 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
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 <u>(Regents or</u> Trustees) as a document available to the public under the Idaho Public Records Act.

3.2.45 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 Volleyball coach as of the ensuing January 5th, the University shall be eligible pay to receive Coach supplemental compensation in an amount up to <u>(amount or computation)</u> based on the overall development of the intercollegiate (men's/women's) <u>(Sport)</u> program; ticket sales; fundraising; outreach by Coach equal to various constituency groups, including <u>University (College)</u> students, staff, faculty, alumni and boosters; and any other factors the Chief executive officer wishes to consider.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 determination of whether Coach will receive <u>University shall determine the appropriate manner in which it shall pay Coach any</u> 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 postseason 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 <u>UNIVERSITY (COLLEGE)</u>)** Coach agrees that the <u>University (College)</u> has the exclusive right to operate youth <u>(Sport)</u> camps on its campus using <u>University (College)</u> facilities. The <u>University (College)</u>

<u>3.2.6 Coach agrees that the University has the exclusive right to operate</u> youth women's volleyball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the <u>University (College)'sUniversity's</u> camps in Coach's capacity as a University <u>(College)</u> employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the <u>University (College)'s footballUniversity's women's volleyball</u> camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the <u>University (College)'sUniversity's</u> summer footballwomen's volleyball camps, -the University <u>(College)</u> shall pay Coach <u>(amount)</u> any net revenues resulting from the camp per year as supplemental

ATTACHMENT 2

compensation during each year of his employment as head <u>(Sport)</u> Women's Volleyball coach at the University <u>(College)</u>, 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 Volleyball program budget at the University. This amount shall be paid <u>(terms of payment)</u> within 30 days after all camp bills have been paid.

(SUMMER CAMP—OPERATED BY COACH) Coach may operate a summer youth <u>(Sport)</u> camp at the <u>University (College)</u> under the following conditions:

- a) The summer youth camp operation reflects positively on the <u>University (College)</u> 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 <u>University (College)</u> personnel, equipment, or facilities without the prior written approval of the Director;
- Assistant coaches at the <u>University (College)</u> are given priority when the Coach or the private enterprise selects coaches to participate;
- The Coach complies with all NCAA (NAIA), Conference, and <u>University (College)</u> 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 <u>University (College)</u> and (campus concessionaire) for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for use of <u>University</u> (<u>College</u>) 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 <u>University (College)</u> 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 <u>University (College)</u> while engaged in camp activities. The Coach and all other <u>University (College)</u> 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, <u>University (College)</u> 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 <u>University (College)</u> 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 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 hisher duties and obligations as head ______ Women's Volleyball 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 <u>(Company Name), those produced by the University's supplier</u>, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

<u>3.2.8 Each year Team achieves a single-year (two semesters) combined</u> average GPA of 3.50 or higher, and if Coach continues to be employed as University head Women's Volleyball coach as of the ensuing January 21st, 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.

3.3 <u>General Conditions of Compensation</u>. 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. <u>Coach's Specific Duties and Responsibilities</u>. 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 <u>(College)</u> 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 <u>(College)</u>, the <u>University</u> (<u>College)</u>'s<u>University</u>'s governing board, the conference, and the NCAA (<u>or NAIA</u>); 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 <u>University (College)</u>'s<u>University</u>'s athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall

cooperate fully with the University <u>(College)</u> 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 <u>RegentsTrustees</u> of the <u>Idaho State</u> University <u>of Idaho</u> Governing Policies and Procedures and Rule Manual; (b) <u>University (College)'sUniversity's</u> Handbook; (c) <u>University (College)'s Administrative the ISU Policies and</u> Procedures Manual; (d) the policies of the Department; (e) NCAA <u>(or NAIA)</u> rules and regulations; and (f) the rules and regulations of the <u>(Sport)</u> <u>conference of which the University (College) is a memberBig Sky Conference</u>.

4.24.2. <u>Outside Activities</u>. 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 <u>(College)</u>, would reflect adversely upon the University <u>(College)</u>, 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 <u>Chief executive</u> officerPresident, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the <u>University (College)'sUniversity's</u> name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the <u>Chief executive officerPresident</u>.

NCAA (or NAIA) Rules. In accordance with NCAA (or NAIA) rules, Coach 4.3 shall obtain prior written approval from the University (College)'s Chief executive officerUniversity'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 officerUniversity'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 <u>Hiring Authority</u>. 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 <u>Chief</u> <u>executive officerPresident</u> and the <u>University (College)'sUniversity's</u> Board of <u>_</u>(Trustees <u>or Regents)</u>.

4.5 <u>Scheduling</u>. 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 <u>Other Coaching Opportunities</u>. 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<u>(College)</u> 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 (<u>College</u>) and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) <u>A</u> 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) <u>b)</u> 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 <u>(College);</u>

c) <u>c)</u> A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University <u>(College)</u>, the <u>University</u> (<u>College)</u>, the <u>University</u> governing board, the conference or the NCAA (<u>NAIA</u>), including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or <u>NAIA</u> member institution;

d) _____Ten (10) working days' absence of Coach from duty without the <u>University (College)'sUniversity's</u> consent;

e) <u>e)</u> Any conduct of Coach that constitutes moral turpitude or that would, in the <u>University (College)'sUniversity's</u> judgment, reflect adversely on the University <u>(College)</u> or its athletic programs;

f) 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 <u>(College)</u>, the <u>University</u> (<u>College)</u>'s<u>University</u>'s governing board, the conference, or the NCAA-(<u>NAIA</u>), 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 <u>(College)</u>, the <u>University (College)</u>'s<u>University</u>'s governing board, the conference, or the NCAA <u>(NAIA)</u>, 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 <u>(College)</u> 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 <u>(College)</u> 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 <u>University (College)'sUniversity's</u> 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 <u>(College)</u> 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 (<u>College</u>), 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 hisher 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 himher 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 hisher 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 <u>Termination by Coach for Convenience</u>.

5.3.1 The Coach recognizes that his promise to work for University <u>(College)</u> for the entire term of this Agreement is of the essence of this Agreement. The

Coach also recognizes that the University <u>(College)</u> is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University <u>(College)</u> before the end of the contract term.

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University (College) shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University (College), as liquidated damages and not a penalty, the following sum: \$30,000.00 if notice of termination is given on or before January 21, 2016; \$20,000.00 if notice is given between January 22, 2016 and January 21, 2017; and \$10,000.00 if notice is given between January 22, 2017 and the end of the 2017 Women's Volleyball season, including any and all post-season play. 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 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 elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 <u>Termination due to Disability or Death of Coach</u>.

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 <u>University (College)'sUniversity's</u> 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 <u>University (College)'sUniversity's</u> disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University<u>(College)</u>.

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

5.6 <u>No Liability</u>. The University<u>(College)</u> 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 <u>Waiver of Rights</u>. 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 <u>(College)</u> employees, if the University<u>(College)</u> 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 <u>(College)</u> from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education Governing Policies and Procedures, IDAPA 08.01.01 et seq., —and the University <u>(College)</u> Faculty-Staff Handbook and/or Policies and Procedures.

ARTICLE 6

6.1 <u>Board Approval</u>. This Agreement shall not be effective until and unless approved of by the <u>University (College)'sUniversity's</u> Board of <u>(Regents or</u> 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 <u>University (College)'sUniversity's</u> Board of <u>(Regents or</u> Trustees), the Chief executive officer, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board

of <u>(Regents or Trustees)</u> and <u>University (College)</u>'s<u>Trustees' and the University's</u> rules regarding financial exigency.

6.2 <u>University (College) Property</u>. All personal property-(excluding vehicle(s) provided through the ______ program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University (College) or developed by Coach on behalf of the University (College) or at the <u>University (College)'sUniversity's</u> direction or for the <u>University (College)'sUniversity's</u> use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University (College) or, in the case of courtesy vehicles, the property of the provider). 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 <u>Assignment</u>. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 <u>Waiver</u>. 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 <u>Severability</u>. 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 <u>Governing Law</u>. 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 <u>Oral Promises</u>. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University<u>(College)</u>.

6.8 <u>Force Majeure</u>. 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 <u>Confidentiality</u>. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the <u>University</u> <u>(College)'sUniversity's</u> sole discretion.

6.10 <u>Notices</u>. 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 <u>(College)</u> :	-: Jeffrey K. Tingey, Director of Athletics
	<u>921 S. 8th Ave. Stop 8173</u>
	Pocatello, ID 83209-8173
with a copy to:	Chief executive officer President Arthur C. Vailas 921 S. 8th Ave. Stop 8310 Pocatello, ID 83209-8310

the Coach:

Fredrick Reynolds

Last known address on file with University (College)'s University's Human Resource Services

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

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

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

6.15 <u>Entire Agreement; Amendments</u>. 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 <u>University</u> (<u>College</u>)'sthe University's Board of (<u>Regents or</u> Trustees).

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

IDAHO STATE UNIVERSITY (COLLEGE) COACH

<u>, Chief executive officerArthur C. Vailas, President</u> Date ______ ____Fredrick Reynolds Date

Approved by the Board of <u>(Regents or Trustees</u>) on the ____ day of _____, 20102015.

IDAHO STATE UNIVERSITY

Volleyball APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2010-11	2011-12	2012-13	2014-15
Volleyball	1000	1000	962	1000

REPORT YEAR

Raw Score for single year

MULTI-YEAR (4-Year Rolling Average)

Volleyball	983	984	990	990
National % Rank by Sport	40-50	40-50	50-60	50-60

Percentile Rank for Sport

ATTACHMENT 4

	Reynolds (ISU Women's Volleyball) Max Compensation Calculation - 2015 Contract				
		Yr 1		Yr 2	Yr 3
3.1.1a	The annual base salary from appropriated funds is \$	\$69,014.40	ç	\$69,014.40	\$69,014.40
3.2.1	Conference champion or co-champion - 1/26th of salary	\$ 2,654.40	\$	2,654.40	\$ 2,654.40
	Conference tournament champion or NCAA tournament berth -				
3.2.2	1/26th of salary	\$ 2,654.40	\$	2,654.40	\$ 2,654.40
3.2.3	Single-season total wins bonus	\$ 2,500.00	\$	2,500.00	\$ 2,500.00
3.2.4	Team comportment and APR scores	\$ 1,000.00	\$	1,000.00	\$ 1,000.00
3.2.5	Conference Coach of the Year	\$ 2,654.40	\$	2,654.40	\$ 2,654.40
	Summer soccer camp revenues net of all expenses Coach may				
3.2.6	instead elect to add to program budget	TBD		TBD	TBD
	Total potential annual compensation	\$ 80,477.60	\$	80,477.60	\$ 80,477.60

Idaho State University – Liquidated Damages

Sacramento State - No state policy

Those on a definite term MPP (a multi-year management contract) would receive payout of their contracted compensation unless their termination criteria was met within the document (they have a long list of items, however none that let them fire coaches for only losing). The coaching-faculty track head coaches would be paid out to the end of their term, but they set those up on a sporting year cycle (so, for example, if you are a basketball coached, your contract goes from April 1-Mar. 30; if you are a volleyball coach, you contract would go from Jan. 1-Dec. 31).

Northern Colorado - Partial state policy

Currently, in their coaches contract they offer a multi-year contract (FB, MBB, WBB, VB), but they can terminate them at any point and are only responsible for three month's salary. State of Colorado statute does not allow them to use "state funds" to pay for early contract terminations (with or without cause). If they have non-state money, they can use these funds in a buy-out, but it is not in any current contract.

Montana & Montana State - State policy

Coach contracts are 100% buyout during the course of the contract, until the final year of the agreement.

Portland State - No state policy; school only policy

There is nothing required by PSU or the state specifically for multi-year coaches contracts. They have language in their multi-year contracts that address termination for just cause (arrest, abusive behavior, NCAA compliance issues, APR penalties etc) and termination for no cause (poor winning performance). Termination for cause offers no payout or severance and is effective upon notification. Termination for no cause offers some payout with conditions:

-Termination in Contract Year One: 36 months severance based on base salary with no benefits.

-Termination in Contract Year Two: 24 months severance based on base salary with no benefits.

-Termination in Contract Year Three: 12 months severance based on base salary with no benefits.

-Termination in Contract Year Four: 3 months severance based on base salary with no benefits.

Weber State- No state policy; school policy only

For 5-year contracts they reduce the "buy-out" by 20% each year. For example if a coach making \$100K leaves before completing the first year they would owe \$100K as their buyout. If they left in year 2, they would owe an 80% buyout, or \$80K.

For a 4-year contract they would reduce by 25% per year

For a 3-year contract they would reduce by 33% each year.

Eastern Washington - No state policy; they are working on a school-only policy

Northern Arizona - No state policy; they are creating a school-only policy

BUSINESS AFFAIRS AND HUMAN RESOURCES OCTOBER 22, 2015

TAB	DESCRIPTION	ACTION
1	FY 2016 SOURCES AND USES OF FUNDS	Information item
2	AMENDMENT TO BOARD POLICY Section V.B. – Budget Policies – First Reading	Motion to approve
3	AMENDMENT TO BOARD POLICY Section V.R. – Establishment of Fees – First Reading	Motion to approve
4	BOISE STATE UNIVERSITY Materials Science Research Center Project – Planning & Design Phase	Motion to approve
5	BOISE STATE UNIVERSITY City Center Project – Tenant Improvements	Motion to approve
6	NORTH IDAHO COLLEGE Waiver of Board Policy V.B.10.b.i, Notification of New Eligible Space	Motion to approve

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SUBJECT

FY 2016 College and Universities "Summary of Sources and Uses of Funds"

APPLICABLE STATUTES, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.B.4.b.(1), V.B.5.c. and V.B.6.b.

BACKGROUND/DISCUSSION

The College and Universities receive funding from a variety of sources. A summary of the revenue sources is as follows:

Revenue types include:

Approp: General Funds – State appropriation of state funds

- Approp: Endowment Funds Idaho State University (ISU), University of Idaho (UI) and Lewis-Clark State College (LCSC) are the beneficiaries of income from state endowment lands
- Approp: Student Fees Tuition and Fees approved by the Board; Legislature appropriates spending authority

Institutional Student Fees – Fees approved by the institution presidents

- Federal Grants & Contracts Extramural grants and contracts awarded by the Federal government
- Federal Student Financial Aid Funds passed through to students
- State Grants & Contracts Grants and contracts awarded by the State: may include state scholarships and work study funds
- Private Gifts, Grants & Contracts Other non-governmental gifts, grants and contracts
- Sales & Services of Educational Activities Includes: (i) revenues that are related incidentally to the conduct of instruction, research, and public service and (ii) revenues of activities that exist to provide instructional and laboratory experience for students and that incidentally create goods and services that may be sold to students, faculty, staff, and the general public. Examples would include sales of scientific and literary publications, testing services, etc.
- Sales & Services of Auxiliary Enterprises An institutional entity that exists predominantly to furnish goods or services to students, faculty, or staff, and that charges a fee directly related to the cost of the goods or services. Examples include residence halls, food services, student unions, bookstores, copy centers, health centers, etc.
- Indirect Costs/Other Also known as Facilities and Administrative (F&A) Cost recovery, on many grants an institution may charge a grantor for indirect costs. The expense to the grant is not a specifically identifiable cash outlay but a "recovery" of general overhead costs.

The institutions' expenditures fall into the following standard functional categories:

Expenditure Categories:

- Instruction expenses for all activities that are part of an institution's instruction program (credit and noncredit courses; academic, vocational, and technical instruction; remedial and tutorial instruction; etc.)
- Research all expenses for individual and/or project research as well as that of institutes and research centers
- Public Service -- expenses for activities established primarily to provide noninstructional services beneficial to individuals and groups external to the institution (e.g. conferences, institutes, radio and television, consulting, museums, etc.)
- Library expenses for retention, preservation, and display of educational materials and organized activities that directly support the operation of a catalogued or otherwise classified collection
- Student Services expenses incurred for offices of admissions, registrar and financial aid, student activities, cultural events, student newspapers, intramural athletics, student organizations, etc.
- Physical Plant all expenses for the administration, supervision, operation, maintenance, preservation, and protection of the institution's physical plant.
- Institutional Support expenses for central, executive-level activities concerned with management and long-range planning for the entire institution, such as planning and programming operations and legal services; fiscal operations; activities concerned with community and alumni relations, including development and fund raising; etc.
- Academic Support expenses incurred to provide support services for the institution's primary missions: instruction, research, and public service (includes academic administration, galleries, A-V services, etc.)
- Athletics expenses for intercollegiate sports programs are a separately budgeted auxiliary enterprise
- Auxiliary Enterprises an enterprise which exists to furnish goods or services to students, faculty, staff, other institutional departments, or incidentally to the general public, and charges a fee directly related to, although not necessarily equal to, the cost of the goods or services. The distinguishing characteristic of an auxiliary enterprise is that it is managed to operate as a self-supporting activity. Examples include residence halls, food services, student unions, bookstores, copy centers, health centers, etc.
- Scholarships/Fellowships includes expenses for scholarships and fellowships (from restricted or unrestricted funds) in the form of grants to students.
- Federal Student Financial Aid funds passed through to students

Other – institution specific unique budgeted expenditures

IMPACT

The attached worksheets provide a high level overview of the institutions' sources of funding and expenditures based on the standard categories listed above. The trend analysis shows how the allocation of budgeted revenues and expenditures has changed since fiscal year 2009 excluding any mid-year adjustments (e.g. holdbacks).

ATTACHMENTS

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STAFF COMMENTS AND RECOMMENDATIONS

Starting in FY 2013, federal student aid was disaggregated from Federal Grants & Contracts on the revenue side and from Scholarships/Fellowships on the expense side since federal aid only passes through the institution to the eligible students.

Institution staff will be available to answer questions from the Board.

BOARD ACTION

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

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				-	d Universities Uses of Funds					
	а	b	С	d	е	f	g	h	i	
		2009	2010	2011	2012	2013	2014	2015	2016	i vs b
		Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	% Change
R	evenues by Source:									
1	Approp: General Funds	\$334,513,827	\$299,109,226	\$259,619,803	\$251,916,503	\$269,919,595	\$279,452,595	\$298,525,915	\$309,424,472	-8%
2	Approp: Federal Stimulus	\$0	\$15,140,600	\$4,305,900	\$0	\$0	\$0	\$0	\$0	0%
3	Approp: Endowment Funds	8,595,000	9,616,400	9,616,600	9,616,600	9,927,400	10,729,200	12,528,000	13,980,000	63%
4	Approp: Student Fees	133,817,937	147,923,452	177,342,376	202,215,526	216,238,128	227,240,000	241,252,060	247,102,865	85%
5	Institutional Student Fees	68,778,167	70,354,988	66,974,551	71,649,406	79,135,463	86,355,074	84,993,859	85,300,154	24%
6	Federal Grants & Contracts	306,549,636	345,950,919	389,010,370	415,693,822	112,497,648	115,546,707	112,713,666	126,045,621	
7	Federal Student Financial Aid	0	0	0	0	312,522,291	307,937,134	288,465,659	290,298,904	
8	State Grants & Contracts (1)	22,579,764	19,547,568	19,791,273	21,583,007	22,152,755	21,682,868	22,847,714	21,567,928	-4%
9	Private Gifts, Grants & Contr	52,934,827	61,212,799	52,374,136	53,920,532	64,120,559	67,276,644	63,564,826	65,936,856	25%
10	Sales & Serv of Educ Act	37,016,556	36,919,925	36,783,785	30,744,992	24,044,782	24,780,015	26,730,054	26,407,658	-29%
11	Sales & Serv of Aux Ent	115,841,076	107,248,607	110,074,583	113,931,176	116,207,575	114,684,647	108,802,298	106,589,926	-8%
12	Indirect Cost Recovery	16,219,905	16,240,498	20,580,602	22,647,183	21,792,012	19,517,154	17,810,995	18,149,490	12%
13	Other	31,639,351	30,307,244	24,151,223	26,774,339	31,897,012	38,387,194	35,284,442	38,071,357	20%
14 T	otal Revenues	\$1,128,486,046	\$1,159,572,226	\$1,170,625,202	\$1,220,693,086	\$1,280,455,220	\$1,313,589,232	\$1,313,519,488	\$1,348,875,232	20%
15										
16 E	xpenditures by Function									
17	Instruction	\$308,044,914	\$291,533,121	\$294,191,076	\$301,572,754	\$318,647,448	\$333,078,432	\$346,136,944	\$372,035,687	21%
18	Research	127,785,344	125,105,050	128,674,626	127,060,429	138,537,678	138,668,790	133,858,279	133,054,905	4%
19	Public Service	47,864,534	49,677,930	49,068,029	47,316,195	48,191,701	50,471,780	52,407,594	53,214,750	11%
23	Academic Support	52,002,954	51,936,010	45,280,025	49,906,432	52,845,452	57,204,583	59,818,983	61,968,783	19%
20	Library	22,100,450	21,383,390	20,814,300	20,878,394	22,471,260	22,866,050	24,139,803	25,320,033	15%
21	Student Services	31,557,967	32,820,763	33,483,114	35,749,087	40,597,148	41,517,946	44,381,614	47,944,525	52%
22	Institutional Support	89,758,914	93,931,121	90,467,652	88,930,254	91,353,187	94,527,863	99,533,947	100,638,685	12%
23	Physical Plant	64,607,677	66,661,815	62,713,180	63,567,095	69,663,266	73,626,803	73,943,495	79,788,207	23%
24	Scholarships/Fellowships	232,823,600	266,065,077	294,625,270	330,513,313	29,479,224	32,740,699	32,630,710	35,123,507	
25	Federal Student Financial Aid	0	0	0	0	312,522,291	307,937,134	288,465,659	290,298,904	
26	Auxiliary Enterprises (2)	122,813,491	95,677,135	91,616,578	92,340,574	92,031,875	95,364,479	88,373,548	120,062,249	-2%
27	Athletics	49,026,816	49,707,574	57,338,387	58,102,906	64,064,804	62,856,999	62,584,986	30,693,851	-37%
28	Other-Incl One-Time	1,020,367	14,171,537	3,045,065	2,641,078	1,659,729	1,843,465	9,583,149	5,349,192	424%
29		,,	, ,	-,,	,- ,•••	, ,	,,	-,,-	-,,	
-	otal Bdgt by Function	\$1,149,407,028	\$1,158,670,523	\$1,171,317,303	\$1,218,578,511	\$1,282,065,063	\$1,312,705,023	\$1,315,858,712	\$1,355,493,278	18%

(1) Includes state grants, scholarships, and work study(2) Auxiliary Enterprises includes University of Idaho's Student Recreation Center

College & Universities Summary Summary of Sources and Uses of Ongoing Funds Fiscal Year 2016

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44 (1) General Education program supports intercollegiate athletics which is an auxiliary enterprise and reported in the General Education

45 column not the auxiliary enterprise column.

46 (2) Auxiliary Enterprises includes University of Idaho's Kibbie Dome operations

47 (3) Includes state grants, scholarships, and work study

Sources and Uses of Funds											
	а	b	С	d	е	f	g	h	i		
		2009	2010	2011	2012	2013	2014	2015	2016	i vs b	
		Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	% Change	
R	evenues by Source:										
1	Approp: General Funds	\$95,700,847	\$78,835,980	\$70,506,500	\$68,005,800	\$74,496,000	\$77,703,500	\$83,460,500	\$86,302,700	-10%	
2	Approp: Federal Stimulus	-	4,856,400	1,381,100	-	-	-	-	-	0%	
3	Approp: Endowment Funds	0	0	0	0	0	0	0	0	0%	
4	Approp: Student Fees	50,322,017	55,165,000	61,818,400	70,126,300	76,318,400	82,819,800	90,629,600	93,423,300	86%	
5	Institutional Student Fees	30,380,097	29,373,721	24,094,812	27,302,419	31,241,972	37,736,289	37,827,575	33,142,081	9%	
6	Federal Grants & Contracts	84,068,486	89,641,739	91,434,574	114,526,277	32,100,129	32,742,131	26,946,770	43,000,000		
7	Federal Student Financial Aid					93,000,000	93,000,000	85,000,000	95,000,000		
8	State Grants & Contracts (1)	3,246,324	2,840,328	2,897,135	3,379,468	2,502,674	2,597,409	2,742,190	3,400,000	5%	
9	Private Gifts, Grants & Contr	13,309,333	22,489,477	17,621,575	17,222,042	24,613,704	30,515,015	28,501,024	30,138,214	126%	
10	Sales & Serv of Educ Act	0	0	0	0	0	0	0	0	0%	
11	Sales & Serv of Aux Ent	56,966,521	49,268,011	47,671,784	54,170,604	53,138,693	54,301,532	54,579,692	53,577,283	-6%	
12	Indirect Cost Recovery	3,022,557	3,083,009	4,491,646	5,395,226	5,430,885	5,539,503	4,349,889	4,317,000	43%	
13	Other	15,656,592	15,273,559	8,310,233	15,075,691	20,444,074	26,188,400	23,030,296	26,490,835	69%	
14 T	otal Revenues	\$352,672,774	\$350,827,224	\$330,227,759	\$375,203,827	\$413,286,531	\$443,143,579	\$437,067,536	\$468,791,413	33%	
15											
16 E	xpenditures by Function										
17	Instruction	\$95,003,418	\$86,989,423	\$90,631,721	\$92,024,606	\$102,215,854	\$112,366,933	\$116,927,364	\$138,977,056	46%	
18	Research	17,891,374	18,088,831	15,026,939	19,967,082	30,867,286	32,111,329	24,547,890	23,830,164	33%	
19	Public Service	13,130,655	12,534,632	12,786,895	12,177,939	13,479,370	13,788,180	15,300,187	15,843,894	21%	
23	Academic Support	18,854,391	22,050,035	15,686,466	18,826,838	19,966,959	22,892,201	25,052,930	25,977,315	38%	
20	Library	7,407,503	7,160,147	6,997,873	6,902,947	7,291,196	7,287,094	7,556,320	7,909,739	7%	
21	Student Services	10,269,955	13,195,914	11,941,830	12,117,207	16,026,556	16,541,328	18,390,266	19,460,886	89%	
22	Institutional Support	30,496,067	33,745,968	26,710,970	28,989,836	29,764,591	33,325,817	37,054,222	37,101,030	22%	
23	Physical Plant	17,037,209	18,189,410	15,081,111	15,398,849	20,339,348	21,262,303	19,701,035	22,388,588	31%	
24	Scholarships/Fellowships	68,285,664	72,646,006	71,650,735	96,328,558	10,846,409	13,164,621	11,728,102	13,438,598		
25	Federal Student Financial Aid					93,000,000	93,000,000	85,000,000	95,000,000		
26	Auxiliary Enterprises	67,963,096	38,904,476	33,068,047	38,755,931	36,169,293	41,568,212	39,687,332	71,999,373	6%	
27	Athletics	25,584,503	26,312,240	32,806,108	33,540,533	37,883,119	36,051,747	35,842,187	2,669,634	-90%	
28	Other-Incl One-Time	0	800,000	1,381,100	530,400	0	0	3,114,400	1,273,700	100%	
29			,	.,	,				.,		
	otal Bdgt by Function	\$371,923,835	\$350,617,082	\$333,769,795	\$375,560,726	\$417,849,981	\$443,359,765	\$439,902,235	\$475,869,977	28%	
31			. ,	. , -	. , -	. ,	. , -		. ,		
	ncr/(Decr) to Balance	(\$19,251,061)	\$210,142	(\$3,542,036)	(\$356,899)	(\$4,563,450)	(\$216,186)	(\$2,834,699)	(\$7,078,564)		

Boise State University

(1) Includes state grants, scholarships, and work study

Boise State University Summary of Sources and Uses of Funds Fiscal Year 2016

		Α	в	С	D	Е	F		G	н
	-				Operating Bud	lgets				
	-		Approved Budg	jets	CEO Approved	Estimated Budgets			Total	%
		General	Professional- Technical	Special	Auxiliary	Instit	Grants &		Operating	of
	_	Education	Education	Programs	Enterprise	Accounts	Contracts	_	Budgets	Total
S	OURCES OF FUNDS:									
	State Appropriations									
1	General Account	\$84,747,800		\$722,800					\$85,470,600	18.2%
2	General Acct - One time funds	\$832,100							832,100	0.2%
3	Endowment Funds								0	0.0%
4	Student Fees	93,423,300							93,423,300	19.9%
5	One-time Replacement Cap.								0	0.0%
6	Federal Stimulus Funds								0	0.0%
7		•						-	•	
8 9	Total Appropriations	\$179,003,200	\$0	\$722,800	\$0	\$0	\$0	-	\$179,726,000	38.3%
10	Other Student Fees				\$8,936,946	\$24,205,135			\$33,142,081	7.1%
11	Federal Approp/Grants/Contract	ts					43,000,000		43,000,000	9.2%
12	Federal Student Financial Aid						95,000,000		95,000,000	20.3%
13	State Grants & Contracts						3,400,000	(2)	3,400,000	0.7%
14	Private Gifts, Grts & Contr				11,784,675	13,553,539	4,800,000		30,138,214	6.4%
15	Sales & Serv of Educ Act								0	0.0%
16	Sales & Serv of Aux Ent				51,521,381	2,055,902			53,577,283	11.4%
17	Indirect Costs					4,317,000			4,317,000	0.9%
18	Other				6,504,268	19,986,567			26,490,835	5.7%
19	-							-	<u> </u>	
20	Total Revenue	\$179,003,200	\$0	\$722,800	\$78,747,270	\$64,118,143	\$146,200,000	-	\$468,791,413	100.0%

21 L	JSES OF FUNDS:								
22	Instruction	\$88,039,866				\$25,337,190	\$25,600,000	\$138,977,056	29.2%
23	Research	4,692,136				3,778,028	15,360,000	23,830,164	5.0%
24	Public Service	1,545,764		722,800		3,335,330	10,240,000	15,843,894	3.3%
25	Academic Support	18,803,279				7,174,036		25,977,315	5.5%
26	Libraries	7,650,459				259,280		7,909,739	1.7%
27	Student Services	10,624,335				8,836,551		19,460,886	4.1%
28	Institutional Support	24,726,609				12,374,421		37,101,030	7.8%
29	Physical Plant	18,977,418				3,411,170		22,388,588	4.7%
30	Scholarships & Fellowships				5,909,598	7,529,000		13,438,598	2.8%
31	Federal Student Financial Aid						95,000,000	95,000,000	20.0%
32	Auxiliary Enterprises				71,999,373			71,999,373	15.1%
33	Athletics (1)	2,669,634						2,669,634	0.6%
34 35	Other (Incl One-Time Funds)	1,273,700						1,273,700	0.3%
36	Total Uses	\$179,003,200	\$0	\$722,800	\$77,908,971	\$72,035,006	\$146,200,000	\$475,869,977	100.0%
37 38									
	ncr/(Decr) to Balance	\$0	\$0	\$0	\$838,299	(\$7,916,863)	\$0	(\$7,078,564)	
40 41									
		1,561.40		0.72	206.09	373.16	163.00	2 4 2 4 2 6	
42 E 43	Employee FTE	1,001.40		0.72	326.08	373.10	103.00	2,424.36	

44 (1) General Education program supports intercollegiate athletics which is an auxiliary enterprise and reported in the General Education

45 column not the auxiliary enterprise column.

46 (2) Includes state grants, scholarships, and work study

Sources and Uses of Funds											
а		b	С	d	е	f	g	h	i		
		2009	2010	2011	2012	2013	2014	2015	2016	i vs b	
		Amount	% Change								
R	evenues by Source:										
1	Approp: General Funds	\$87,622,446	\$78,598,679	\$70,977,925	\$68,913,825	\$74,049,598	\$76,984,198	\$80,576,998	\$83,420,416	-5%	
2	Approp: Federal Stimulus	-	4,126,300	1,173,500	-	-	-			0%	
3	Approp: Endowment Funds	2,020,700	2,121,300	2,121,500	2,121,500	2,125,600	2,227,800	2,599,200	3,004,200	49%	
4	Approp: Student Fees	34,013,220	37,588,552	46,318,776	53,342,096	56,204,528	58,471,100	62,791,260	65,869,140	94%	
5	Institutional Student Fees	18,281,770	19,699,467	21,224,439	22,400,287	24,954,791	25,705,455	26,349,054	28,278,309	55%	
6	Federal Grants & Contracts	89,146,950	103,935,280	120,640,296	121,810,845	18,717,019	18,104,976	19,199,454	16,937,084		
7	Federal Student Financial Aid					99,897,691	105,763,134	99,790,102	95,468,347		
8	State Grants & Contracts (1)	7,560,240	8,034,740	8,638,938	10,321,739	11,786,781	11,804,673	13,261,587	10,275,456	36%	
9	Private Gifts, Grants & Contr	12,012,194	13,366,222	13,038,361	16,558,590	18,948,455	14,777,870	12,872,988	12,100,469	1%	
10	Sales & Serv of Educ Act	4,930,056	5,146,525	5,124,285	5,427,392	5,478,282	5,872,971	6,110,464	6,142,639	25%	
11	Sales & Serv of Aux Ent	22,222,614	20,371,796	20,904,227	21,275,772	23,003,482	23,489,102	23,656,934	22,634,104	2%	
12	Indirect Cost Recovery	6,612,348	5,907,489	5,648,956	5,811,957	4,921,127	3,854,651	3,378,106	3,659,490	-45%	
13	Other	2,947,959	2,821,385	4,546,790	4,772,178	4,460,138	4,523,306	4,592,684	3,408,407	16%	
14 T	otal Revenues	\$287,370,497	\$301,717,735	\$320,357,993	\$332,756,181	\$344,547,492	\$351,579,236	\$355,178,831	\$351,198,061	22%	
15											
16 E	xpenditures by Function										
17	Instruction	\$92,765,539	\$89,304,998	\$89,060,654	\$92,732,030	\$99,085,733	\$100,888,469	\$105,478,597	\$107,558,260	16%	
18	Research	29,973,932	30,392,481	34,018,929	36,568,011	36,293,273	31,882,624	31,660,093	27,832,775	-7%	
19	Public Service	4,826,166	3,851,861	3,180,603	5,166,057	4,931,209	6,012,450	6,461,619	6,351,800	32%	
23	Academic Support	13,319,827	12,668,776	12,764,214	13,196,267	14,610,603	14,877,138	14,712,979	15,340,116	15%	
20	Library	5,390,026	4,939,251	4,924,218	4,923,422	5,310,128	5,317,235	5,712,097	6,050,201	12%	
21	Student Services	8,455,009	7,804,741	7,563,755	7,592,089	8,273,681	8,296,818	8,996,565	9,188,667	9%	
22	Institutional Support	18,575,992	18,432,015	22,035,515	22,336,175	23,672,120	25,099,214	25,579,656	25,852,593	39%	
23	Physical Plant	15,576,677	18,031,943	16,804,498	17,545,953	19,067,230	20,038,512	20,818,034	22,219,131	43%	
24	Scholarships/Fellowships	74,518,868	89,821,109	103,552,073	105,199,169	4,422,581	4,524,535	5,814,688	5,608,873		
25	Federal Student Financial Aid					99,897,691	105,763,134	99,790,102	95,468,347		
26	Auxiliary Enterprises	17,470,121	16,583,859	16,971,281	17,382,243	18,438,882	19,075,067	18,860,333	18,578,048	6%	
27	Athletics	8,019,039	7,949,803	8,045,694	8,182,213	8,743,625	8,766,400	8,832,502	9,516,645	19%	
28	Other-Incl One-Time	0	2,534,237	1,425,765	2,110,678	1,594,729	1,832,465	2,766,239	1,974,092	100%	
29				, , ,	, , ,	, , ,					
	otal Bdgt by Function	\$288,891,196	\$302,315,074	\$320,347,200	\$332,934,307	\$344,341,485	\$352,374,061	\$355,483,504	\$351,539,548	22%	
31		· · ·	· ·						<u> </u>		
	ncr/(Decr) to Balance	(\$1,520,699)	(\$597,339)	\$10,794	(\$178,126)	\$206,007	(\$794,825)	(\$304,673)	(\$341,487)		

Idaho State University

(1) Includes state grants, scholarships, and work study

Idaho State University Summary of Sources and Uses of Funds Fiscal Year 2016

		А	в	с	D	E	F	G	н
					Operating Budg	gets			
	-	Board	Approved Budg Professional-	ets	CEO Approved	Estimate	d Budgets	Total	%
		General	Technical	Special	Auxiliary	Instit	Grants &	Operating	of
		Education	Education	Programs	Enterprise	Accounts	Contracts	Budgets	Total
\$	SOURCES OF FUNDS:				<u> </u>				
	State Appropriations								
1	General Account	\$69,054,400	\$10,225,916	\$3,063,000				\$82,343,316	23.4%
2	General Acct - One time funds	927,700	149,400					1,077,100	0.3%
3	Endowment Funds	3,004,200						3,004,200	0.9%
4	Student Fees	65,663,500		205,640				65,869,140	18.8%
5	One-time Replacement Cap.							0	0.0%
6 7	Federal Stimulus Funds							0	0.0%
8 9	Total Appropriations	\$138,649,800	\$10,375,316	\$3,268,640	\$0	\$0	\$0	\$152,293,756	43.4%
10	Other Student Fees				\$9,576,701	\$18,701,608		\$28,278,309	8.1%
11	Federal Approp/Grants/Contrac	ts					16,937,084	16,937,084	4.8%
12	Federal Student Financial Aid						95,468,347	95,468,347	27.2%
13	State Grants & Contracts					94,949	10,180,507	(2) 10,275,456	2.9%
14	Private Gifts, Grts & Contr				817,044	2,413,895	8,869,530	12,100,469	3.4%
15	Sales & Serv of Educ Act				35,500	6,107,139		6,142,639	1.7%
16	Sales & Serv of Aux Ent				13,094,486	9,539,618		22,634,104	6.4%
17	Indirect Costs					3,659,490		3,659,490	1.0%
18 19	Other				636,905	2,384,808	386,694	3,408,407	1.0%
20	Total Revenue	\$138,649,800	\$10,375,316	\$3,268,640	\$24,160,636	\$42,901,507	\$131,842,162	\$351,198,061	100.0%
	JSES OF FUNDS:								
22	Instruction	\$64,865,990	\$10,225,916	\$2,782,640		\$20,943,528	\$8,740,186	\$107,558,260	30.6%
23	Research	4,964,666				2,858,452	20,009,657	27,832,775	7.9%
24	Public Service	0		486,000		235,929	5,629,871	6,351,800	1.8%
25	Academic Support	11,264,571				4,075,545		15,340,116	4.4%
26	Libraries	5,901,532				148,669		6,050,201	1.7%
27	Student Services	6,502,493				1,661,132	1,025,042	9,188,667	2.6%
28	Institutional Support	15,426,895				10,425,698		25,852,593	7.4%
29	Physical Plant	20,478,812				1,740,319		22,219,131	6.3%
30	Scholarships & Fellowships	3,864,449				775,365	969,059	5,608,873	1.6%
31	Federal Student Financial Aid						95,468,347	95,468,347	27.2%

30	Scholarships & Fellowships	3,864,449				775,365	969,059	5,608,873	1.6%
31	Federal Student Financial Aid						95,468,347	95,468,347	27.2%
32	Auxiliary Enterprises				18,578,048			18,578,048	5.3%
33	Athletics (1)	3,555,700			5,960,945			9,516,645	2.7%
34 35	Other (Incl One-Time Funds)	1,824,692	149,400					1,974,092	0.6%
36 37 38	Total Uses	\$138,649,800	\$10,375,316	\$3,268,640	\$24,538,993	\$42,864,637	\$131,842,162	\$351,539,548	100.0%
39 lı 40 41	ncr/(Decr) to Balance	\$0	\$0	\$0	(\$378,357)	\$36,870	\$0	(\$341,487)	
42 E 43	mployee FTE	1,173.68	126.45	16.25	117.94	225.59	175.57	1,835.48	

44 (1) General Education program supports intercollegiate athletics which is an auxiliary enterprise and reported in the General Education

45 column not the auxiliary enterprise column.

46 (2) Includes state grants, scholarships, and work study

	Sources and Uses of Ongoing Funds													
	а	b 2009	с 2010	d 2011	е 2012	f 2013	g 2014	h 2015	i 2016	i vs b				
		Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	% Change				
 Revenues by Source:														
1	Approp: General Funds	\$130,916,100	16,100 \$124,207,900 \$102,473,1		\$99,891,100	\$104,793,100	\$107,524,800	\$116,199,600	\$119,755,200	-9%				
2	Approp: Federal Stimulus	-	5,320,600	1,513,100	-	-	-			0%				
3	Approp: Endowment Funds	5,307,300	6,164,400		6,164,400	6,466,800	7,166,400	8,356,800	9,171,600	73%				
4	Approp: Student Fees	40,948,900	45,653,000	58,422,800	67,004,730	71,428,200	72,756,100	73,465,100	72,543,525	77%				
5	Institutional Student Fees	15,100,300	16,279,600	16,514,700	16,569,000	17,926,600	18,098,760	16,661,630	20,077,664	33%				
6	Federal Grants & Contracts	117,534,200	131,373,900	152,535,500	155,156,700	61,180,500	64,299,600	66,067,442	65,508,537					
7	Federal Student Financial Aid					93,624,600	85,174,000	80,675,557	78,830,557					
8	State Grants & Contracts (1)	9,373,200	5,672,500	5,255,200	4,881,800	5,163,300	5,280,786	5,443,937	6,492,472	-31%				
9	Private Gifts, Grants & Contr	25,713,300	23,757,100	19,914,200	18,139,900	18,558,400	20,183,759	20,490,814	21,698,173	-16%				
10	Sales & Serv of Educ Act	30,586,500	30,473,400	30,459,500	24,017,600	17,266,500	17,907,044	19,619,590	19,365,019	-37%				
11	Sales & Serv of Aux Ent	34,199,300	34,999,600	39,162,600	36,091,700	37,530,400	33,781,163	27,843,422	27,419,639	-20%				
12	Indirect Cost Recovery	6,435,000	7,150,000	10,340,000	11,340,000	11,340,000	10,023,000	10,023,000	10,023,000	56%				
13 Other		12,134,800	11,612,300	10,594,200	6,298,070	6,392,800	7,175,488	7,361,462	7,931,115	-35%				
14 Total Revenues		\$428,248,900	\$442,664,300	\$453,349,300	\$445,555,000	\$451,671,200	\$449,370,900	\$452,208,354	\$458,816,502	7%				
15														
16 E	xpenditures by Function													
17	Instruction	\$99,274,538	\$94,752,796	\$94,092,371	\$96,773,742	\$96,847,048	\$99,242,944	\$102,807,496	\$103,620,808	4%				
18	Research	79,583,577	76,425,138	79,459,661	70,333,066	71,178,677	74,496,556	77,436,409	81,083,004	2%				
19	Public Service	27,589,351	31,426,724	31,565,877	28,069,242	27,683,100	28,848,035	29,603,447	30,345,034	10%				
23	Academic Support	16,833,129	14,393,349	14,363,064	15,326,781	15,547,604	16,791,965	16,897,039	17,544,543	4%				
20	Library	8,267,702	8,220,580	7,840,734	8,001,488	8,795,223	9,092,324	9,633,254	10,047,322	22%				
21	Student Services	9,371,106	8,647,739	10,384,949	12,332,858	12,525,006	12,334,623	12,749,338	14,814,225	58%				
22	Institutional Support	35,397,800	36,563,262	36,998,463	32,786,254	33,010,401	31,168,096	32,037,276	32,169,802	-9%				
23	Physical Plant	28,670,636	27,406,419	27,845,934	27,737,523	27,195,047	29,267,914	30,185,307	31,388,261	9%				
24	Scholarships/Fellowships	76,068,868	83,854,362	95,965,062	105,082,386	13,965,734	14,748,643	14,668,320	15,672,736					
25	Federal Student Financial Aid					93,624,600	85,174,000	80,675,557	78,830,557					
26	Auxiliary Enterprises (2)	34,460,919	37,284,100	38,768,100	33,383,000	34,436,000	31,423,000	26,421,283	25,908,228	-25%				
27	Athletics	13,086,274	13,213,731	14,181,585	14,077,060	15,057,460	15,472,700	15,202,829	15,606,072	19%				
28	Other-Incl One-Time	0	10,000,000	0	0	0	0	3,420,800	1,194,700	100%				
29														
30 T	otal Bdgt by Function	\$428,603,900	\$442,188,200	\$451,465,800	\$443,903,400	\$449,865,900	\$448,060,800	\$451,738,356	\$458,225,292	7%				
31														
32 Incr/(Decr) to Balance		(\$355,000)	\$476,100	\$1,883,500	\$1,651,600	\$1,805,300	\$1,310,100	\$469,998	\$591,210					

University of Idaho -

(1) Includes state grants, scholarships, and work study(2) Auxiliary Enterprises includes University of Idaho's Student Recreation Center

University of Idaho Summary of Sources and Uses of Funds Fiscal Year 2016

		Α	В	С	D Operating Budget	E	F		G	н
	-	Deer		lasto	Operating Budget		Dudaata		Total	%
	-	DOald	d Approved Buc Professional-	igets	CEO Approved	Estimated	d Budgets	-	TOTAL	70
		General	Technical	Special	Auxiliary	Instit	Grants &		Operating	of
		Education	Education	Programs	Enterprise	Accounts	Contracts		Budgets	Total
	SOURCES OF FUNDS:									
	State Appropriations									
1	General Account	\$81,548,300		\$37,012,200					118,560,500	25.8%
2	General Acct - One time funds	1,013,200		181,500					1,194,700	0.3%
3	Endowment Funds	9,171,600							9,171,600	2.0%
4	Student Fees	72,543,525							72,543,525	15.8%
5	One-time Replacement Cap.								0	0.0%
6 7	Federal Stimulus Funds								0	0.0%
8 9	Total Appropriations	164,276,625		37,193,700	0	0	0		201,470,325	43.9%
9 10	Other Student Fees			1,120,100	6,571,694	12,385,870			20,077,664	4.4%
11	Federal Approp/Grants/Contract	ts			1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -		65,508,537		65,508,537	14.3%
12	Federal Student Financial Aid						78,830,557		78,830,557	17.2%
13	State Grants & Contracts					512,391	5,980,081	(2)	6,492,472	1.4%
14	Private Gifts, Grts & Contr				2,991,602	15,338,671	3,367,900	(2)	21,698,173	4.7%
15	Sales & Serv of Educ Act				2,331,002	19,365,019	5,507,500		19,365,019	4.2%
16	Sales & Serv of Aux Ent				26 102 716	1,316,923			27,419,639	6.0%
					26,102,716					
17	Indirect Costs	100.075		105 600	256 204	10,023,000			10,023,000	2.2%
18 19	Other	168,375		125,600	356,304	7,280,836		_	7,931,115	1.7%
20	Total Revenue	164,445,000		38,439,400	36,022,316	66,222,711	153,687,075		458,816,502	100.0%
21	USES OF FUNDS:									
21 22	USES OF FUNDS:	66,825,148		7,542,600		25,177,217	4,075,843		103,620,808	22.6%
22	Instruction	66,825,148 6.020.288		7,542,600						
22 23	Instruction Research	6,020,288		19,340,955		5,678,849	50,042,912		81,083,004	17.7%
22 23 24	Instruction Research Public Service	6,020,288 644				5,678,849 1,999,904			81,083,004 30,345,034	17.7% 6.6%
22 23 24 25	Instruction Research Public Service Academic Support	6,020,288 644 12,089,400		19,340,955		5,678,849 1,999,904 5,455,143	50,042,912		81,083,004 30,345,034 17,544,543	17.7% 6.6% 3.8%
22 23 24 25 26	Instruction Research Public Service Academic Support Libraries	6,020,288 644 12,089,400 9,742,835		19,340,955		5,678,849 1,999,904 5,455,143 304,487	50,042,912 16,970,141		81,083,004 30,345,034 17,544,543 10,047,322	17.7% 6.6% 3.8% 2.2%
22 23 24 25 26 27	Instruction Research Public Service Academic Support Libraries Student Services	6,020,288 644 12,089,400 9,742,835 9,510,508		19,340,955		5,678,849 1,999,904 5,455,143 304,487 4,753,177	50,042,912		81,083,004 30,345,034 17,544,543 10,047,322 14,814,225	17.7% 6.6% 3.8% 2.2% 3.2%
22 23 24 25 26 27 28	Instruction Research Public Service Academic Support Libraries Student Services Institutional Support	6,020,288 644 12,089,400 9,742,835 9,510,508 21,198,428		19,340,955		5,678,849 1,999,904 5,455,143 304,487 4,753,177 10,971,374	50,042,912 16,970,141 550,540		81,083,004 30,345,034 17,544,543 10,047,322 14,814,225 32,169,802	17.7% 6.6% 3.8% 2.2% 3.2% 7.0%
22 23 24 25 26 27 28 29	Instruction Research Public Service Academic Support Libraries Student Services Institutional Support Physical Plant	6,020,288 644 12,089,400 9,742,835 9,510,508 21,198,428 27,248,901		19,340,955		5,678,849 1,999,904 5,455,143 304,487 4,753,177 10,971,374 3,360,945	50,042,912 16,970,141 550,540 778,415		81,083,004 30,345,034 17,544,543 10,047,322 14,814,225 32,169,802 31,388,261	17.7% 6.6% 3.8% 2.2% 3.2% 7.0% 6.8%
22 23 24 25 26 27 28 29 30	Instruction Research Public Service Academic Support Libraries Student Services Institutional Support Physical Plant Scholarships & Fellowships	6,020,288 644 12,089,400 9,742,835 9,510,508 21,198,428 27,248,901 6,871,448		19,340,955		5,678,849 1,999,904 5,455,143 304,487 4,753,177 10,971,374	50,042,912 16,970,141 550,540 778,415 2,438,667		81,083,004 30,345,034 17,544,543 10,047,322 14,814,225 32,169,802 31,388,261 15,672,736	17.7% 6.6% 3.8% 2.2% 3.2% 7.0% 6.8% 3.4%
22 23 24 25 26 27 28 29 30 31	Instruction Research Public Service Academic Support Libraries Student Services Institutional Support Physical Plant Scholarships & Fellowships Federal Student Financial Aid	6,020,288 644 12,089,400 9,742,835 9,510,508 21,198,428 27,248,901 6,871,448 0		19,340,955	25 152 684	5,678,849 1,999,904 5,455,143 304,487 4,753,177 10,971,374 3,360,945 6,362,621	50,042,912 16,970,141 550,540 778,415		81,083,004 30,345,034 17,544,543 10,047,322 14,814,225 32,169,802 31,388,261 15,672,736 78,830,557	22.6% 17.7% 6.6% 3.8% 2.2% 3.2% 7.0% 6.8% 3.4% 17.2%
22 23 24 25 26 27 28 29 30 31 32	Instruction Research Public Service Academic Support Libraries Student Services Institutional Support Physical Plant Scholarships & Fellowships Federal Student Financial Aid Auxiliary Enterprises (3)	6,020,288 644 12,089,400 9,742,835 9,510,508 21,198,428 27,248,901 6,871,448 0 0		19,340,955	25,152,684	5,678,849 1,999,904 5,455,143 304,487 4,753,177 10,971,374 3,360,945 6,362,621 755,544	50,042,912 16,970,141 550,540 778,415 2,438,667		81,083,004 30,345,034 17,544,543 10,047,322 14,814,225 32,169,802 31,388,261 15,672,736 78,830,557 25,908,228	17.7% 6.6% 3.8% 2.2% 3.2% 7.0% 6.8% 3.4% 17.2% 5.7%
22 23 24 25 26 27 28 29 30 31 32 33	Instruction Research Public Service Academic Support Libraries Student Services Institutional Support Physical Plant Scholarships & Fellowships Federal Student Financial Aid Auxiliary Enterprises (3) Athletics (1)	6,020,288 644 12,089,400 9,742,835 9,510,508 21,198,428 27,248,901 6,871,448 0 0 3,924,200		19,340,955 11,374,345	25,152,684 10,672,172	5,678,849 1,999,904 5,455,143 304,487 4,753,177 10,971,374 3,360,945 6,362,621	50,042,912 16,970,141 550,540 778,415 2,438,667		81,083,004 30,345,034 17,544,543 10,047,322 14,814,225 32,169,802 31,388,261 15,672,736 78,830,557 25,908,228 15,606,072	17.7% 6.6% 3.8% 2.2% 3.2% 7.0% 6.8% 3.4% 5.7% 3.4%
22 23 24 25 26 27 28 29 30 31 32 33 34 35	Instruction Research Public Service Academic Support Libraries Student Services Institutional Support Physical Plant Scholarships & Fellowships Federal Student Financial Aid Auxiliary Enterprises (3) Athletics (1) Other-Incl One-Time	6,020,288 644 12,089,400 9,742,835 9,510,508 21,198,428 27,248,901 6,871,448 0 0 3,924,200 1,013,200		19,340,955 11,374,345 181,500	10,672,172	5,678,849 1,999,904 5,455,143 304,487 4,753,177 10,971,374 3,360,945 6,362,621 755,544 1,009,700	50,042,912 16,970,141 550,540 778,415 2,438,667 78,830,557		81,083,004 30,345,034 17,544,543 10,047,322 14,814,225 32,169,802 31,388,261 15,672,736 78,830,557 25,908,228 15,606,072 1,194,700	17.7% 6.6% 3.8% 2.2% 3.2% 7.0% 6.8% 3.4% 5.7% 3.4% 0.3%
22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37	Instruction Research Public Service Academic Support Libraries Student Services Institutional Support Physical Plant Scholarships & Fellowships Federal Student Financial Aid Auxiliary Enterprises (3) Athletics (1)	6,020,288 644 12,089,400 9,742,835 9,510,508 21,198,428 27,248,901 6,871,448 0 0 3,924,200		19,340,955 11,374,345		5,678,849 1,999,904 5,455,143 304,487 4,753,177 10,971,374 3,360,945 6,362,621 755,544	50,042,912 16,970,141 550,540 778,415 2,438,667		81,083,004 30,345,034 17,544,543 10,047,322 14,814,225 32,169,802 31,388,261 15,672,736 78,830,557 25,908,228 15,606,072	17.7% 6.6% 3.8% 2.2% 3.2% 7.0% 6.8% 3.4% 17.2% 5.7% 3.4% 0.3%
22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38	Instruction Research Public Service Academic Support Libraries Student Services Institutional Support Physical Plant Scholarships & Fellowships Federal Student Financial Aid Auxiliary Enterprises (3) Athletics (1) Other-Incl One-Time Total Uses	6,020,288 644 12,089,400 9,742,835 9,510,508 21,198,428 27,248,901 6,871,448 0 0 3,924,200 1,013,200 164,445,000		19,340,955 11,374,345 181,500 38,439,400	10,672,172 35,824,856	5,678,849 1,999,904 5,455,143 304,487 4,753,177 10,971,374 3,360,945 6,362,621 755,544 1,009,700 65,828,961	50,042,912 16,970,141 550,540 778,415 2,438,667 78,830,557 153,687,075		81,083,004 30,345,034 17,544,543 10,047,322 14,814,225 32,169,802 31,388,261 15,672,736 78,830,557 25,908,228 15,606,072 1,194,700 458,225,292	17.7% 6.6% 3.8% 2.2% 3.2% 7.0% 6.8% 3.4% 5.7% 3.4% 0.3%
22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38	Instruction Research Public Service Academic Support Libraries Student Services Institutional Support Physical Plant Scholarships & Fellowships Federal Student Financial Aid Auxiliary Enterprises (3) Athletics (1) Other-Incl One-Time	6,020,288 644 12,089,400 9,742,835 9,510,508 21,198,428 27,248,901 6,871,448 0 0 3,924,200 1,013,200		19,340,955 11,374,345 181,500	10,672,172	5,678,849 1,999,904 5,455,143 304,487 4,753,177 10,971,374 3,360,945 6,362,621 755,544 1,009,700	50,042,912 16,970,141 550,540 778,415 2,438,667 78,830,557		81,083,004 30,345,034 17,544,543 10,047,322 14,814,225 32,169,802 31,388,261 15,672,736 78,830,557 25,908,228 15,606,072 1,194,700	17.7% 6.6% 3.8% 2.2% 3.2% 7.0% 6.8% 3.4% 17.2%

44 (1) The General Education program supports intercollegiate athletics, which is an auxiliary enterprise. General Education support for athletics

45 is reported in the General Education column, not the auxiliary enterprise column.

46 (2) Includes state grants, scholarships, and work study

47 (3) Auxiliary Enterprises includes the Student Recreation Center.

	Sources and Uses of Funds												
	а	b	С	d	е	f	g	h	i				
		2009	2010	2011	2012	2013	2014	2015	2016	i vs b			
		Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	% Change			
R	evenues by Source:												
1	Approp: General Funds	\$20,274,434	\$17,466,667	\$15,662,278	\$15,105,778	\$16,580,897	\$17,240,097	\$18,288,817	\$19,946,156	-2%			
2	Approp: Federal Stimulus	-	837,300	238,200	-	-	-			0%			
3	Approp: Endowment Funds	1,267,000	1,330,700	1,330,700	1,330,700	1,335,000	1,335,000	1,572,000	1,804,200	42%			
4	Approp: Student Fees	8,533,800	9,516,900	10,782,400	11,742,400	12,287,000	13,193,000	14,366,100	15,266,900	79%			
5	Institutional Student Fees	5,016,000	5,002,200	5,140,600	5,377,700	5,012,100	4,814,570	4,155,600	3,802,100	-24%			
6	Federal Grants & Contracts	15,800,000	21,000,000	24,400,000	24,200,000	500,000	400,000	500,000	600,000				
7	Federal Student Financial Aid					26,000,000	24,000,000	23,000,000	21,000,000				
8	State Grants & Contracts (1)	2,400,000	3,000,000	3,000,000	3,000,000	2,700,000	2,000,000	1,400,000	1,400,000	-42%			
9	Private Gifts, Grants & Contr	1,900,000	1,600,000	1,800,000	2,000,000	2,000,000	1,800,000	1,700,000	2,000,000	5%			
10	Sales & Serv of Educ Act	1,500,000	1,300,000	1,200,000	1,300,000	1,300,000	1,000,000	1,000,000	900,000	-40%			
11	Sales & Serv of Aux Ent	2,452,641	2,609,200	2,335,972	2,393,100	2,535,000	3,112,850	2,722,250	2,958,900	21%			
12	Indirect Cost Recovery	150,000	100,000	100,000	100,000	100,000	100,000	60,000	150,000	0%			
13	Other	900,000 600,0		700,000	628,400	600,000	500,000	300,000	241,000	-73%			
14 T	otal Revenues	\$60,193,875 \$64,36		\$66,690,150	\$67,178,078	\$70,949,997	\$69,495,517	\$69,064,767	\$70,069,256	16%			
15													
16 E	xpenditures by Function												
17	Instruction	\$21,001,419	\$20,485,904	\$20,406,330	\$20,042,376	\$20,498,813	\$20,580,086	\$20,923,487	\$21,879,563 308,962	4%			
18	Research	336,461	198,600	169,097	192,270	198,442	178,281	213,887		-8%			
19	Public Service	2,318,362	1,864,713	1,534,654	1,902,957	2,098,022	1,823,115	1,042,341	674,022	-71%			
23	Academic Support	2,995,607	2,823,850	2,466,281	2,556,546	2,720,286	2,643,279	3,156,035	3,106,809	4%			
20	Library	1,035,219	1,063,412	1,051,475	1,050,537	1,074,713	1,169,397	1,238,132	1,312,771	27%			
21	Student Services	3,461,897	3,172,369	3,592,580	3,706,933	3,771,905	4,345,177	4,245,445	4,480,747	29%			
22	Institutional Support	5,289,055	5,189,876	4,722,704	4,817,989	4,906,075	4,934,736	4,862,793	5,515,260	4%			
23	Physical Plant	3,323,155	3,034,043	2,981,637	2,884,770	3,061,641	3,058,074	3,239,119	3,792,227	14%			
24	Scholarships/Fellowships	13,950,200	19,743,600	23,457,400	23,903,200	244,500	302,900	419,600	403,300				
25	Federal Student Financial Aid					26,000,000	24,000,000	23,000,000	21,000,000				
26	Auxiliary Enterprises	2,919,355	2,904,700	2,809,150	2,819,400	2,987,700	3,298,200	3,404,600	3,576,600	23%			
27	Athletics	2,337,000	2,231,800	2,305,000	2,303,100	2,380,600	2,566,152	2,707,468	2,901,500	24%			
28	Other-Incl One-Time	1,020,367	837,300	238,200	0	65,000	11,000	281,710	906,700	-11%			
29						0	0	0	0				
30 T	otal Bdgt by Function	\$59,988,097	\$63,550,167	\$65,734,508	\$66,180,078	\$70,007,697	\$68,910,397	\$68,734,617	\$69,858,461	16%			
31													
32 Incr/(Decr) to Balance		\$205,778	\$812,800	\$955,642	\$998,000	\$942,300	\$585,120	\$330,150	\$210,795				

Lewis-Clark State College

(1) Includes state grants, scholarships, and work study

Lewis-Clark State College Summary of Sources and Uses of Funds Fiscal Year 2016

		A	В	С	D Operating Budg	E	F		G	н
	-	Board	Approved Bud	gets	CEO Approved	Estimated	Budgets		Total	%
		General	Professional- Technical	Special	Auxiliary	Instit	Grants &		Operating	of
s	SOURCES OF FUNDS:	Education	Education	Programs	Enterprise	Accounts	Contracts		Budgets	Total
	State Appropriations									
1	General Account	\$14,862,200	\$4,177,256						\$19,039,456	27.2%
2	General Acct - One time funds	825,700	81,000						906,700	1.3%
3	Endowment Funds	1,804,200							1,804,200	2.6%
4	Student Fees	15,266,900							15,266,900	21.8%
5	One-time Replacement Cap.								0	0.0%
6 7	Federal Stimulus Funds								0	0.0%
7 8 9	Total Appropriations	\$32,759,000	\$4,258,256	\$0	\$0	\$0	\$0	 	\$37,017,256	52.8%
10	Other Student Fees				\$2,002,100	\$1,800,000			3,802,100	5.4%
11	Federal Approp/Grants/Contrac	ts					\$600,000		600,000	0.9%
12	Federal Student Financial Aid						21,000,000	(3)	21,000,000	30.0%
13	State Grants & Contracts						1,400,000	(2)	1,400,000	2.0%
14	Private Gifts, Grts & Contr					1,700,000	300,000	()	2,000,000	2.9%
15	Sales & Serv of Educ Act					900,000			900,000	1.3%
16	Sales & Serv of Aux Ent				2,349,900	609,000			2,958,900	4.2%
17	Indirect Costs				,,	150,000			150,000	0.2%
18	Other					241,000			241,000	0.3%
19						,000			211,000	
20	Total Revenue	\$32,759,000	\$4,258,256	\$0	\$4,352,000	\$5,400,000	\$23,300,000		\$70,069,256	100.0%
21 L	JSES OF FUNDS:									
22	Instruction	\$15,184,365	\$3,572,498			\$1,750,000	\$1,372,700		\$21,879,563	31.3%
23	Research	144,962					164,000		308,962	0.4%
24	Public Service	325,622				189,900	158,500		674,022	1.0%
25	Academic Support	2,578,276	478,233			50,300			3,106,809	4.4%
26	Libraries	1,308,771				4,000			1,312,771	1.9%
27	Student Services	3,244,261	102,486			529,200	604,800		4,480,747	6.4%
28	Institutional Support	4,966,421	24,039			524,800			5,515,260	7.9%
29	Physical Plant	3,043,727				748,500			3,792,227	5.4%
30	Scholarships & Fellowships					403,300			403,300	0.6%
31	Federal Student Financial Aid						21,000,000	(3)	21,000,000	30.1%
32	Auxiliary Enterprises	11,400			3,565,200			. ,	3,576,600	5.1%
33	Athletics (1)	1,125,495			634,000	1,142,005		(1)	2,901,500	4.2%
34 35	Other-Incl One-Time	825,700	81,000						906,700	1.3%
36	Total Uses	\$32,759,000	\$4,258,256	\$0	\$4,199,200	\$5,342,005	\$23,300,000		\$69,858,461	100.0%
37								_	_	_
38	nor//Door) to Polonce	¢0	ድር	¢0	¢150 000	¢57.005	ድኅ		¢010 705	
39 li 40	ncr/(Decr) to Balance	\$0	\$0	\$0	\$152,800	\$57,995	\$0		\$210,795	
41										
42 E 43	Employee FTE	346.27	55.47		16.45	17.71	24.40		460.30	

44 (1) General Education program supports intercollegiate athletics which is an auxiliary enterprise and reported in the General Education

45 column not the auxiliary enterprise column.

46 (2) Includes state grants, scholarships, and work study

47 (3) Includes Pell Grants and Direct Student Loan Funds

SUBJECT

Budget Policies V.B. - First Reading

REFERENCE

October 2012

Board approved revisions to the Occupancy Costs policy.

APPLICABLE STATUTES, RULE OR POLICY

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

BACKGROUND / DISCUSSION

The current policy on occupancy costs provides certain deadlines by which notification of facility eligible for occupancy costs must be provided to the Division of Financial Management (DFM) and the Legislative Services Office (LSO). The policy is silent on what happens if the deadline is missed. Is an institution estopped from ever requesting funding again or could an institution seek separate approval to submit a request at a later time?

The policy is also in need of clarification with respect to funding which can be requested for remodeled or expanded facilities.

IMPACT

The proposed amendments would simplify the notification requirement by aligning it with the statutory deadline for the submission of annual budget requests. If, by error or oversight, an institution misses the deadline, it would have one year in which to correct the omission.

The amendments would also clarify that when remodeled or expanded space is involved, only the new, incremental square footage would be eligible for occupancy costs. The term "remodel" is defined using industry standards.

ATTACHMENTS

Attachment 1 – Board policy V.B. – first reading

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

DFM and LSO staff have been consulted and are supportive of these proposed amendments. Staff recommends approval.

BOARD ACTION

I move to approve the first reading of proposed amendments to Board policy V.B., Budget Policies, as presented in Attachment 1.

Moved by_____ Seconded by_____ Carried Yes____ No____

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1. Budget Requests

For purposes of Items 1. and 10., the community colleges (CSI, CWI and NIC) are included.

a. Submission of Budget Requests

The Board is responsible for submission of budget request for the institutions and agencies under its governance to the executive and legislative branches of government. Only those budget requests which have been formally approved by the Board will be submitted by the office to the executive and legislative branches.

b. Direction by the Office of the State Board of Education

The preparation of all annual budget requests is to be directed by the Office of the State Board of Education which designates forms to be used in the process. The procedures for the preparation and submission of budget requests apply to operational and capital improvements budgets.

c. Preparation and Submission of Annual Budget Requests

Annual budget requests to be submitted to the Board by the institutions and agencies under Board governance are due in the Office of the State Board of Education on the date established by the Executive Director.

d. Presentation to the Board

Annual budget requests are formally presented to the designated committee by the chief executive officer of each institution or agency or his or her designee. The designated committee will review the requests and provide recommendations to the Board for <u>their it's</u> action.

- 2. Budget Requests and Expenditure Authority
 - a. Budget requests must include projected student tuition and fee revenue based on the enrollment of the fiscal year just completed (e.g., the FY 2003 budget request, prepared in the summer of 2001, projected student tuition and fee revenue based on academic year 2001 enrollments which ended with the Spring 2001 semester).
 - b. Approval by the Executive Director, or his or her designee, as authorized, for all increases and decreases of spending authority caused by changes in student tuition and fee revenue is required.

Idaho State Board of Education GOVERNING POLICIES AND PROCEDURES SECTION: V. FINANCIAL AFFAIRS

Subsection: B. Budget Policies

- c. Student tuition and fee revenue collected by an institution will not be allocated to another institution. The lump sum appropriation will not be affected by changes in student tuition and fee revenue.
- 3. Operating Budgets (Appropriated)
 - a. Availability of Appropriated Funds
 - i. Funds appropriated by the legislature from the State General Fund for the operation of the institutions and agencies (exclusive of funds for construction appropriated to the Permanent Building Fund) become available at the beginning of the fiscal year following the session of the legislature during which the funds are appropriated, except when the appropriation contains an emergency clause.
 - b. Approval of Operating Budgets
 - i. The appropriated funds operating budgets for the institutions and agencies under Board supervision are based on a fiscal year, beginning July 1 and ending on June 30 of the following year.
 - ii. During the spring of each year, the chief executive officer of 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.
 - c. Appropriation Transactions
 - i. Chief Executive Officer Approval

The chief executive officer of each institution, agency, office, or department is responsible for approving all appropriation transactions. Appropriation transactions include original yearly set up, object and program transfers, receipt to appropriation and non-cognizable funds.

ii. Institution Requests

Requests for appropriation transactions are submitted by the institutions to the Division of Financial Management and copies provided concurrently to the Office of the State Board of Education.

Idaho State Board of Education GOVERNING POLICIES AND PROCEDURES SECTION: V. FINANCIAL AFFAIRS

Subsection: B. Budget Policies

- 4. Operating Budgets (Non-appropriated -- Auxiliary Enterprises)
 - a. Auxiliary Enterprises Defined

An auxiliary enterprise directly or indirectly provides a service to students, faculty, or staff and charges a fee related to but not necessarily equal to the cost of services. The distinguishing characteristic of most auxiliary enterprises is that they are managed essentially as self-supporting activities, whose services are provided primarily to individuals in the institutional community rather than to departments of the institution, although a portion of student fees or other support is sometimes allocated to them. Auxiliary enterprises should contribute and relate directly to the mission, goals, and objectives of the college or university. Intercollegiate athletics and student health services should be included in the category of auxiliary enterprises if the activities are essentially self-supporting.

All operating costs, including personnel, utilities, maintenance, etc., for auxiliary enterprises are to be paid out of income from fees, charges, and sales of goods or services. No state appropriated funds may be allocated to cover any portion of the operating costs. However, rental charges for uses of the facilities or services provided by auxiliary enterprises may be assessed to departments or programs supported by state-appropriated funds.

b. Operating Budgets

Reports of revenues and expenditures must be submitted to the State Board of Education at the request of the Board.

- 5. Operating Budgets (Non-appropriated -- Local Service Operations)
 - a. Local Service Operations Defined

Local service operations provide a specific type of service to various institutional entities and are supported by charges for such services to the user. Such a service might be purchased from commercial sources, but for reasons of convenience, cost, or control, is provided more effectively through a unit of the institution. Examples are mailing services, duplicating services, office machine maintenance, motor pools, and central stores.

- b. The policies and practices used for appropriated funds are used in the employment of personnel, use of facilities, and accounting for all expenditures and receipts.
- c. Reports of revenues and expenditures must be submitted to the State Board of Education at the request of the Board.

- 6. Operating Budgets (Non-appropriated -- Other)
 - a. The policies and practices used for appropriated funds are used in the employment of personnel, use of facilities, and accounting for all expenditures and receipts.
 - b. Reports of revenues and expenditures must be submitted to the State Board of Education at the request of the Board.
- 7. Agency Funds
 - a. Agency funds are assets received and held by an institution or agency, as custodian or fiscal agent for other individuals or organizations, but over which the institution or agency exercises no fiscal control.
 - b. Agency funds may be expended for any legal purpose prescribed by the individual or organization depositing the funds with the institution or agency following established institutional disbursement procedures.
- 8. Major Capital Improvement Project -- Budget Requests

For purposes of Item 8., the community colleges (CSI, CWI and NIC) are included, except as noted in V.B.8.b.ii.

a. Definition

A major capital improvement is defined as the acquisition of an existing building, construction of a new building or an addition to an existing building, or a major renovation of an existing building. A major renovation provides for a substantial change to a building. The change may include a remodeled wing or floor of a building, or the remodeling of the majority of the building's net assignable square feet. An extensive upgrade of one (1) or more of the major building systems is generally considered to be a major renovation.

- b. Preparation and Submission of Major Capital Improvement Requests
 - i. Permanent Building Fund Requests

Requests for approval of major capital improvement projects to be funded from the Permanent Building Fund are to be submitted to the Office of the State Board of Education on a date and in a format established by the Executive Director. Only technical revisions may be made to the request for a given fiscal year after the Board has made its recommendation for that fiscal year. Technical revisions must be made prior to November 1. ii. Other Requests

Requests for approval of major capital improvement projects from other fund sources are to be submitted in a format established by the Executive Director. Substantive and fiscal revisions to a requested project are resubmitted to the Board for approval. This subsection shall not apply to the community colleges.

c. Submission of Approved Major Capital Budget Requests

The Board is responsible for the submission of major capital budget requests for the institutions and agencies under this subsection to the Division of Public Works. Only those budget requests which have been formally approved by the Board will be submitted by the office to the executive and legislative branches.

9. Approval by the Board

Requests for approval of major capital improvement projects must be submitted for Board action. Major capital improvement projects, which are approved by the Board and for which funds from the Permanent Building Fund are requested, are placed in priority order prior to the submission of major capital budget requests to the Division of Public Works.

- 10. Occupancy Costs.
 - a. Definitions.
 - i. "Auxiliary Enterprise" is an entity that exists to furnish goods or services to students, faculty, or staff, and that charges a fee directly related to the cost of the goods or services.
 - ii. "Eligible Space" means all owner-occupied space other than auxiliary enterprise space. Space owned by an institution but leased to another entity is not eligible space. Occupancy costs for "common use" space (i.e. space which shares eligible and auxiliary enterprise space) will be prorated based on its use. When funds are used to expand, remodel, or convert existing space, the eligible space shall be limited to <u>the new</u>, <u>incremental</u> square footage of the expanded, remodeled or converted space, only.
 - iii. "Gross Square Feet" (GSF) means the sum of all areas on all floors of a building included within the outside faces of its exterior walls.

Idaho State Board of Education GOVERNING POLICIES AND PROCEDURES SECTION: V. FINANCIAL AFFAIRS

Subsection: B. Budget Policies

- iv. "Occupancy costs" means those costs associated with occupying eligible space including custodial, utility, maintenance and other costs as outlined in the occupancy costs formula.
- v. "Remodel" means the improvement, addition, or expansion of facilities by work performed to change the interior alignment of space or the physical characteristics of an existing facility.
- b. Notification of New Eligible Space

i. No institution shall acquire, build, take possession of, expand, remodel, or convert any eligible space for which occupancy costs will be requested unless prior written notification has been provided to the Division of Financial Management (DFM) and the Legislative Services Office, Budget and Policy Analysis Division (LSO-BPA). Written notification shall be provided to DFM and LSO-BPA by the approving entity or institution within thirty (30) calendar days of final project by:

1) the State Board of Education or its executive director,

2) the vice-president for finance and administration (or functional equivalent)

- in the case of a locally approved project, or
- 3) a community college board of trustees.

Written notification shall include:

- 1) description of the eligible space, its intended use, and how it relates to the mission of the institution;
- 2) estimated cost of the building or facility, and source(s) of funds;
- 3) estimated occupancy costs; and
- 4) estimated date of completion.
- i. A facility or project specifically identified by name and approved by the Legislature and the Governor in the capital projects category of the Permanent Building Fund appropriation bill satisfies the notice requirement for purposes of requesting occupancy costs. All other facilities and projects for which occupancy costs may be requested shall follow the notification requirements of this policy. Prior written notification must be provided to the Division of Financial Management (DFM) and the Legislative Services Office Budget and Policy Analysis Division (LSO-BPA) before an institution requests funding for occupancy costs for eligible space in a capital improvement project in which the institution acquires, builds, takes possession of, expands, remodels, or converts facility space. This written notification to DFM and LSO-BPA will be provided following final approval of the project and not later than the first business day of September for occupancy cost requests which would take effect in the subsequent fiscal year. Written notification will be by:

Idaho State Board of Education GOVERNING POLICIES AND PROCEDURES SECTION: V. FINANCIAL AFFAIRS

Subsection: B. Budget Policies

- 1) the State Board of Education or its executive director for projects approved by the Board;
- 2) the community college board of trustees for projects approved under their authority; or
- 3) the institution's financial vice president (or functional equivalent) for projects for which, by virtue of their smaller scope, approval authority has been delegated to the institution's chief executive.

ii.

- ii. Written notification shall include:
 - a) description of the eligible space, its intended use, and how it relates to the mission of the institution;
 - b) estimated cost of the building or facility, and source(s) of funds;
 - c) estimated occupancy costs; and
 - d) estimated date of completion.
- iii. If an approving authority approves a project after the first business day of September, the notification and/or funding request shall be submitted the following September. If by error or oversight the approving authority fails to submit notification by the September deadline, there is a one-time, one-year grace period such that the approving authority may submit the notification as soon as possible, to be followed by a funding request not later than the first business day of the following September.
- c. Sources of Funds: Institutions may request occupancy costs regardless of the source(s) of funds used to acquire or construct eligible space.
- d. Required Information: Requests for occupancy costs shall include the following information: (i) projected date of occupancy of the eligible space; (ii) gross square feet of eligible space; and (iii) number of months of the fiscal year the eligible space will be occupied (i.e. identify occupancy of eligible space for a full or partial fiscal year).
- e. Once an institution has taken occupancy of a facility, or the remodeled or expanded area of a facility, the institution shall provide verification to DFM and LSO-BPA of the gross square footage, construction costs, current replacement value, and, if applicable, current or proposed lease space.
- f. Occupancy Costs Formula
 - i. Custodial: For the first 13,000 GSF and in 13,000 GSF increments thereafter, one-half (.50) custodial FTE. In addition, 10¢ per GSF may be requested for custodial supplies.

- ii. Utility Costs: \$1.75 per GSF.
- iii. Building Maintenance: 1.5% of the construction costs, excluding preconstruction costs (e.g. architectural/engineering fees, site work, etc.) and moveable equipment.
- iv. Other Costs:
 - 77¢ per GSF for information technology maintenance, security, general safety, and research and scientific safety;
 - 2) .0005 current replacement value for insurance; and
 - 3) .0003 current replacement value for landscape maintenance.
- v. The formula rates may be periodically reviewed against inflation.
- vi. Reversions:
 - 1) If eligible space which received occupancy costs is later:
 - a) razed and replaced with non-eligible space; or
 - b) converted to non-eligible space,

then the institution shall revert back to the state the occupancy cost funding at the base level originally funded.

- 2) If eligible space is razed and replaced with new eligible space, then the institution may retain the base occupancy costs, net the funded GSF against any additional GSF, and request funding for the difference.
- g. Unfunded Occupancy Costs: If occupancy costs for eligible space have been requested but not funded due to budgetary reasons, institutions may request occupancy costs again in the following year. If, however, occupancy costs are denied for non-budgetary reasons, no further requests for occupancy costs related to the space in question will be considered.

11. Program Prioritization

- a. "Program Prioritization" is a process adopted by the Board in setting priorities and allocating resources among programs and services with a specific focus on Mission, Core Themes and Strategic Plans.
- b. Program Prioritization shall be incorporated in the colleges and universities' annual budgeting and program review process.
- c. Annual Program Prioritization updates are to be submitted to the Board by the colleges and universities on the date and in a format established by the Executive Director.

SUBJECT

Board Policy V.R. - Establishment of Fees - first reading

REFERENCE

December 2014	Idaho State Board of Education (Board) approved amendments to revise special course fees, and to authorize summer bridge program and online program fees.							
May 2015	Board authorized BSU to offer professional development credits at a discounted rate to Idaho and non-Idaho teachers.							
June 2015	Board approved new fee rates of Independent Study in Idaho.							

APPLICABLE STATUTES, RULE OR POLICY

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

BACKGROUND / DISCUSSION

In-service Teacher Education Fee

At the May Board meeting the Board approved a request from Boise State University (BSU) to allow it to develop professional development opportunities for teachers nationally and apply the in-service teacher fee rather than the applicable tuition rate for these teachers. Staff indicated at the time that if the Board approved BSU's request, then staff would incorporate the necessary changes into Board policy V.R. and bring back the amendments to the Board for approval.

Sections 33-3717A and 33-3717C, Idaho Code, jointly allow the Board to grant a full or partial waiver of fees or tuition charged to nonresident students through policy guidelines. Board policy V.R.3.a.viii.a) establishes a fee for Idaho teacher in-service courses that may not exceed one-third of the average part-time undergraduate credit hour fee or one-third of the average graduate credit hour fee; however, this policy only applies to teachers that are employed in Idaho schools.

For courses for which the costs for providing the instruction are paid by a teacher or an entity other than the credit-granting institution, the proposed policy amendment would allow non-Idaho teachers to take in-service courses on a cost recovery basis.

For courses for which the costs for providing the in-service instruction are paid fully or in part by the credit-granting institution, an added amount may be charged to recoup instructional costs.

Independent Study in Idaho (ISI) Fee

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).

Due to changes to Board policy, ISI fees no longer qualify as Special Lab and Course Fees under Board policy V.R, so a new policy must be created to provide a process for submitting requests to adjust ISI fees. In June 2015 the Board took independent action to increase the per-credit fee to \$160 for undergraduate-level courses and \$200 for graduate-level courses. ISI receives no state or institutional funding and operates on revenue generated through student enrollment fees.

As of spring 2015, the total number of ISI courses, students, and course instructors per cooperative institution were as follows:

		Institu	tion Totals				F	Percentag	es by Instituti	titution			
	COURSES	CREDITS	INSTRUCTORS	STUDENTS			COURSES	CREDITS	INSTRUCTORS				
BSU	0	0	0	0		BSU	0%	0%	0%	0%			
ISU	6	17	5	5 193		ISU	6%	6%	8%	12%			
LCSC	18	39	11	258		LCSC	17%	13%	19%	16%			
UI	80	251	43	1130		UI	77%	82%	73%	71%			
Total	104	307	59	1581									

Online Program Fee

In December the Board approved an amendment to Board policy to authorize an Online Program fee. Since that time, there has been some confusion at the institution level with respect to interpretation of the policy as it relates to application and implementation of the fee. The proposed amendment would clarify that limited on-campus meetings maybe be required if necessary for accreditation purposes or to ensure the program is pedagogically sound. The program approval process through the Council on Academic Affairs and Programs (CAAP) and the Instruction, Research and Student Affairs (IRSA) committee will ensure on-campus meetings, if any, will be appropriately limited for programs requesting use of the online program fee.

IMPACT

These amendments will clarify Board fees to enhance accessibility to educational opportunities.

ATTACHMENTS

Attachment 1 – Board policy V.R. – first reading

Page 5

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve the first reading of proposed amendments to Board policy V.R., Establishment of Fees, as presented.

Moved by_____ Seconded by_____ Carried Yes____ No____

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ATTACHMENT 1

Idaho State Board of Education GOVERNING POLICIES AND PROCEDURES SECTION: V. FINANCIAL AFFAIRS Subsection: R. Establishment of Fees

December 2014 December 2015

1. Board Policy on Student Tuition and Fees

Consistent with the Statewide Plan for Higher Education in Idaho, the institutions shall maintain tuition and fees that provide for quality education and maintain access to educational programs for Idaho citizens. In setting fees, the Board will consider recommended fees as compared to fees at peer institutions, percent fee increases compared to inflationary factors, fees as a percent of per capita income and/or household income, and the share students pay of their education costs. Other criteria may be considered as is deemed appropriate at the time of a fee change. An institution cannot request more than a ten percent (10%) increase in the total full-time student fee unless otherwise authorized by the Board.

- 2. Tuition and Fee Setting Process Board Approved Tuition and Fees
 - a. Initial Notice

A proposal to alter student tuition and fees covered by Subsection V.R.3. shall be formalized by initial notice of the chief executive officer of the institution at least six (6) weeks prior to the Board meeting at which a final decision is to be made.

Notice will consist of transmittal, in writing, to the student body president and to the recognized student newspaper during the months of publication of the proposal contained in the initial notice. The proposal will describe the amount of change, statement of purpose, and the amount of revenues to be collected.

The initial notice must include an invitation to the students to present oral or written testimony at the public hearing held by the institution to discuss the fee proposal. A record of the public hearing as well as a copy of the initial notice shall be made available to the Board.

b. Board Approval

Board approval for fees will be considered when appropriate or necessary. This approval will be timed to provide the institutions with sufficient time to prepare the subsequent fiscal year operating budget.

c. Effective Date

Any change in the rate of tuition and fees becomes effective on the date approved by the Board unless otherwise specified.

3. Definitions and Types of Tuition and Fees

The following definitions are applicable to tuition and fees charged to students at all of the state colleges and universities under the governance of the Board (the community colleges are included only as specified).

a. General and Professional-Technical Education Tuition and Fees

Tuition and fees approved by the State Board of Education. Revenues from these fees are deposited in the unrestricted fund.

i. Tuition – University of Idaho, Boise State University, Idaho State University, Lewis-Clark State College

Tuition is the amount charged for any and all educational costs at University of Idaho, Boise State University, Idaho State University, and Lewis_–Clark State College. Tuition includes, but is not limited to, costs associated with academic services; instruction; the construction, maintenance, and operation of buildings and facilities; student services; or institutional support.

ii. Professional-Technical Education Fee

Professional-Technical Education fee is defined as the fee charged for educational costs for students enrolled in Professional-Technical Education pre-employment, preparatory programs.

iii. Part-time Credit Hour Fee

Part-time credit hour fee is defined as the fee per credit hour charged for educational costs for part-time students enrolled in any degree program.

iv. Graduate Fee

Graduate fee is defined as the additional fee charged for educational costs for full-time and part-time students enrolled in any post- baccalaureate degree-granting program.

v. Western Undergraduate Exchange (WUE) Fee

Western Undergraduate Exchange fee is defined as the additional fee for fulltime students participating in this program and shall be equal to fifty percent (50%) of the total of tuition, facility fee, technology fee and activity fee.

vi. Employee/Spouse/Dependent Fee

The fee for eligible participants shall be set by each institution, subject to Board approval. Eligibility shall be determined by each institution. Employees, spouses and dependents at institutions and agencies under the jurisdiction of the Board may be eligible for this fee. Employees of the Office of the State Board of Education and the Division of Professional-Technical Education shall be treated as institution employees for purposes of eligibility. Special course fees may also be charged.

vii. Senior Citizen Fee

The fee for eligible participants shall be set by each institution, subject to Board approval. Eligibility shall be determined by each institution.

viii.In-Service Teacher Education Fee

This fee shall be applicable only to teacher education courses offered as teacher professional development. This fee is not intended for courses which count toward an institution's degree programs. Courses must be approved by the appropriate academic unit(s) at the institution. For purposes of this special fee only, "teacher" means any certificated staff (i.e. pupil services, instructional and administrative).

a) Tthe fee shall not exceed one-third of the average part-time undergraduate credit hour fee or one-third of the average graduate credit hour fee for Idaho teachers employed at an Idaho elementary or secondary school; b) The credit-granting institution may set a course fee up to the regular undergraduate or graduate credit hour fee for non-Idaho teachers, for teachers who are not employed at an Idaho elementary or secondary school, or in cases where the credit-granting institution bears all or part of the costs of delivering the course.

This special fee shall be applicable only to approved teacher education courses.

The following guidelines will determine if a course or individual qualifies for this special fee.

- a) The student must be an Idaho certified teacher or other professional employed at an Idaho elementary or secondary school.
- b) The costs of instruction are paid by an entity other than an institution.
- c) The course must be approved by the appropriate academic unit(s) at the institution.
- d) The credit awarded is for professional development and cannot be applied towards a degree program.
- ix. Transcription Fee

A fee may be charged for processing and transcripting credits. The fee shall be \$10.00 per credit for academic year 2014-15 only, and set annually by the Board thereafter. This fee may be charged to students enrolled in a qualified Workforce Training course where the student elects to receive credit. The cost of delivering Workforce Training courses, which typically are for noncredit, is an additional fee since Workforce Training courses are selfsupporting. The fees for delivering the courses are retained by the technical colleges. This fee may also be charged for transcripting demonstrable technical competencies.

- x. Online Program Fee
 - a) An online program fee is defined as a fee may be charged for any fully online undergraduate, graduate, and certificate programs. An online program fee shall be in lieu of resident or non-resident tuition (as defined in Idaho Code §33-3717B) and all other Board-approved fees. An online program is one in which all courses are offered and delivered via distance learning modalities (e.g. campus-supported learning management system, videoconferencing, etc.); provided however, that limited on-campus meetings may be allowed if necessary for accreditation purposes or to ensure the program is pedagogically sound.
 - b) Nothing in this policy shall preclude pricing online programs at a market competitive rate which may be less or more than the current resident or non-resident per credit hour rates.
- b. Institutional Local Fees Approved by the Board

Institutional local fees are student fees that are approved by the State Board of Education and deposited into local institutional accounts. Local fees shall be expended for the purposes for which they were collected.

The facilities, activity and technology fees shall be displayed with the institution's tuition and fees when the Board approves tuition and fees.

i. Facilities Fee

Facilities fee is defined as the fee charged for capital improvement and building projects and for debt service required by these projects. Revenues collected from this fee may not be expended on the operating costs of the general education facilities.

ii. Activity Fee

Activity fee is defined as the fee charged for such activities as intercollegiate athletics, student health center, student union operations, the associated student body, financial aid, intramural and recreation, and other activities which directly benefit and involve students. The activity fee shall not be charged for educational costs or major capital improvement or building projects. Each institution shall develop a detailed definition and allocation proposal for each activity for internal management purposes.

iii. Technology Fee

Technology fee is defined as the fee charged for campus technology enhancements and operations directly related to services for student use and benefit (e.g., internet and web access, general computer facilities, electronic or online testing, and online media).

iv. Professional Fees

To designate a professional fee for a Board approved academic program, *all* of the following criteria must be met:

- a) Credential or Licensure Requirement:
 - A professional fee may be charged for an academic professional program if graduates of the program obtain a specialized higher education degree that qualifies them to practice a professional service involving expert and specialized knowledge for which credentialing or licensing is required. For purposes of this fee, "academic" means a systematic, usually sequential, grouping of courses that provide the student with the knowledge and competencies required for a baccalaureate, master's, specialist or doctoral degree as defined in policy III.E.1.
 - 2) The program leads to a degree where the degree is at least the minimum required for entry to the practice of a profession.
- b) Accreditation Requirement: The program:
 - 1) is accredited,
 - 2) is actively seeking accreditation if a new program, or
 - 3) will be actively seeking accreditation after the first full year of existence if a new program by a regional or specialized accrediting agency.
- c) Extraordinary Program Costs: Institutions will propose professional fees for Board approval based on the costs to deliver the program. An institution must provide clear and convincing documentation that the cost of the professional program significantly exceeds the cost to deliver nonprofessional programs at the institution. A reduction in appropriated funding in support of an existing program is not a sufficient basis alone upon which to make a claim of extraordinary program costs.
- d) The program may include support from appropriated funds.

- e) The program is consistent with traditional academic offerings of the institution serving a population that accesses the same activities, services, and features as regular full-time, tuition-paying students.
- f) Upon the approval and establishment of a professional fee, course fees associated with the same program shall be prohibited.
- g) Once a professional fee is initially approved by the Board, any subsequent increase in a professional fee shall require prior approval by the Board at the same meeting institutions submit proposals for tuition and fees.
- v. Self-Support Academic Program Fees
 - a) Self-support programs are academic degrees or certificates for which students are charged program fees, in lieu of tuition. For purposes of this fee, "academic" means a systematic, usually sequential, grouping of courses that provide the student with the knowledge and competencies required for an academic certificate, baccalaureate, master's, specialist or doctoral degree. To bring a Self-support program fee to the Board for approval, the following criteria must be met:
 - 1) An institution shall follow the program approval guidelines set forth in policy III.G.
 - 2) The Self-support program shall be a defined set of specific courses that once successfully completed result in the awarding of an academic certificate or degree.
 - 3) The Self-support program shall be distinct from the traditional offerings of the institution by serving a population that does not access the same activities, services and features as full-time, tuition paying students, such as programs designed specifically for working professionals, programs offered off-campus, or programs delivered completely online.
 - 4) No appropriated funds may be used in support of Self-support programs. Self-support program fee revenue shall cover all direct costs of the program. In addition, Self-support program fee revenue shall cover all indirect costs of the program within two years of program start-up.
 - 5) Self-support program fees shall be segregated, tracked and accounted for separately from all other programs of the institution.
 - b) If a Self-support program fee is requested for a new program, an institution may fund program start-up costs with appropriated or local funds, but all such funding shall be repaid to the institution from program revenue within a period not to exceed three years from program start-up.

- c) Once a Self-support program fee is initially approved by the Board, any subsequent increase in a Self-support program fee shall require prior approval by the Board.
- d) Institutions shall review Self-support academic programs every three (3) years to ensure that program revenue is paying for all program costs, direct and indirect, and that no appropriated funds are supporting the program.
- e) Students enrolled in self-support programs may take courses outside of the program so long as they pay the required tuition and fees for those courses.
- vi. Contracts and Grants

Special fee arrangements are authorized by the Board for instructional programs provided by an institution pursuant to a grant or contract approved by the Board.

vii. Student Health Insurance Premiums or Room and Board Rates

Fees for student health insurance premiums paid either as part of the uniform student fee or separately by individual students, or charges for room and board at the dormitories or family housing units of the institutions. Changes in insurance premiums or room and board rates or family housing charges shall be approved by the Board no later than three (3) months prior to the semester the change is to become effective. The Board may delegate the approval of these premiums and rates to the chief executive officer.

viii. New Student Orientation Fee

This fee is defined as a mandatory fee charged to all first-time, full-time students who are registered and enrolled at an institution. The fee may only be used for costs of on-campus orientation programs such as materials, housing, food and student leader stipends, not otherwise covered in Board-approved tuition and fees.

ix. Dual Credit Fee

High school students who enroll in one or more dual credit courses delivered by high schools (including Idaho Digital Learning Academy), either face-toface or online, are eligible to pay a reduced cost per credit which is approved at the Board's annual tuition and fee setting meeting. The term "dual credit" as used in this section is defined in Board Policy III.Y.

x. Summer Bridge Program Fee

This fee is defined as a fee charged to students recently graduated from high school, who are admitted into a summer bridge program at an institution the

summer immediately following graduation from high school, and who will be enrolling in pre-determined college-level courses at the same institution the fall semester of the same year for the express purpose of acquiring knowledge and skills necessary to be successful in college. The bridge program fee shall be \$65 per credit for academic year 2014-15 only, and set annually by the Board thereafter.

xi. Independent Study in Idaho

A fee may be charged for courses offered through the Independent Study in Idaho (ISI) cooperative program. Complete degree programs shall not be offered through the ISI. Credits earned upon course completion shall transfer to any Idaho public college or university. The ISI program shall receive no appropriated or institutional funding, and shall operate alone on revenue generated through ISI student registration fees.

c. Institutional Local Fees and Charges Approved by Chief Executive Officer

The following local fees and charges are charged to support specific activities and are only charged to students that engage in these particular activities. Local fees and charges are deposited into local institutional accounts or the unrestricted fund and shall only be expended for the purposes for which they were collected. All local fees or changes to such local fees are established and become effective in the amount and at the time specified by the chief executive officer or provost of the institution. The chief executive officer is responsible for reporting these local fees to the Board upon request.

i. Continuing Education

Continuing education fee is defined as the additional fee to continuing education students which is charged on a per credit hour basis to support the costs of continuing education.

ii. Course Overload Fee

This fee may be charged to full-time students with excessive course loads as determined by each institution. Revenue from this fee is deposited in the unrestricted fund.

iii. Special Course Fees

A special course fee is an additive fee on top of the standard per credit hour fee which may be charged to students enrolled in a specific course for materials and/or activities required for that course. Special course fees, or changes to such fees, are established and become effective in the amount and at the time specified by the chief executive officer or provost, and must be prominently posted so as to be readily accessible and transparent to students, along with other required course cost information. These fees shall be reported to the Board upon request.

- a) Special course fees shall be directly related to academic programming. Likewise, special course fees for professional-technical courses shall be directly related to the skill or trade being taught.
- b) Special course fees may only be charged to cover the direct costs of the additional and necessary expenses that are unique to the course. This includes the costs for lab materials and supplies, specialized software, cost for distance and/or online delivery, and personnel costs for a lab manager. A special course fee shall not subsidize other courses, programs or institution operations.
- c) A special course fee shall not be used to pay a cost for which the institution would ordinarily budget including faculty, administrative support and supplies.
- d) Special course fees shall be separately accounted for and shall not be commingled with other funds; provided however, multiple course fees supporting a common special cost (e.g. language lab, science lab equipment, computer equipment/software, etc.) may be combined. The institution is responsible for managing these fees to ensure appropriate use (i.e. directly attributable to the associated courses) and that reserve balances are justified to ensure that fees charged are not excessive.
- e) The institution shall maintain a system of procedures and controls providing reasonable assurance that special course fees are properly approved and used in accordance with this policy, including an annual rolling review of one-third of the fees over a 3-year cycle.
- iv. Processing Fees, Permits and Fines
 - a) Processing fees may be charged for the provision of academic products or services to students (e.g. undergraduate application fee, graduate application fee, program application fee, graduation/diploma fee, and transcripts). Fees for permits (e.g. parking permit) may also be charged.
 - b) Fines may be charged for the infraction of an institution policy (e.g., late fee, late drop, library fine, parking fine, lost card, returned check, or stop payment).

All processing fees, permit fees and fines are established and become effective in the amount and at the time specified by the chief executive officer, and shall be reported to the Board upon request.

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BOISE STATE UNIVERSITY

SUBJECT

Planning and Design of Center for Materials Science Research

REFERENCE

August 2015

Idaho State Board of Education (Board) approved Sixyear Capital Improvement Plan

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.K.1.

BACKGROUND/DISCUSSION

Boise State University (BSU) seeks Board approval for the planning and design of a new Center for Materials Science Research. The proposed building will be located in the master-planned science and engineering complex in the south campus zone.

The Materials Science program is the leading program in the northwest and the PhD program has the largest enrollment of any doctoral level engineering program in Idaho. Recent faculty initiatives have accelerated the growth in research activities, but because existing laboratory space is currently fully allocated, future growth is limited. A new state-of-the art science research building will support the growing program and will allow for additional growth and hires.

As currently envisioned, the new building will include teaching spaces, research and computational laboratories to facilitate cutting-edge research, shared equipment and storage areas, departmental and faculty offices, graduate student and post-doctoral spaces, informal learning areas, and associated support spaces. The southern and eastern portion of campus need additional classroom space. To help meet this need, the building may also include a 225-250 seat lecture hall and two 80 seat classrooms.

IMPACT

The cost of design services for the project is estimated not to exceed \$3.4 million. The source of funds for planning and design services is gift proceeds. Total project costs, including construction costs, contingency, design and engineering fees, equipment costs, testing, surveying, reports and furniture, fixtures and equipment are estimated to be between \$45 and \$55 million, depending on the final scope and design development details. Cost ranges are related to continued uncertainty in the construction market, especially for competitively bid public sector work. This estimate includes escalation costs for the expected duration of the project design phase.

BSU is actively seeking private donations for this project, and envisions the final funding sources to be a combination of private gifts and University funds, and/or new bond proceeds, subject to future Board approval. A final budget, including source of funds, will be presented to the Board when the project is brought forward for construction approval.

ATTACHMENTS

Attachment 1 – Project Budget	Page 3
Attachment 2 – Capital Project Tracking Sheet	Page 4
Attachment 2 – Campus Map of Proposed Site	Page 5

STAFF COMMENTS AND RECOMMENDATIONS

This is a request by BSU to authorize commencement of planning and design for a new science building. A facilities needs assessment quantifying the need for a new science building (e.g. growth projections for materials science engineering) and general classroom space would be helpful so the Board has context and data by which to evaluate and review this proposed project.

BOARD ACTION

I move to approve the request by Boise State University for planning and design of the Materials Science Research Center for a cost not to exceed \$3.4 million.

Moved by _____ Seconded by _____ Carried Yes _____ No ____

MATERIALS SCIENCE BUILDING PROJECT BUDGET

Project Number:	TBD
Project Title:	Materials Science Research Center
Date:	October 2015

Category		Design Budget			
Architectural Fees	\$	3,256,000			
Construction Costs		-			
Testing, Inspections and Misc.	\$	30,400			
Construction Contingency		-			
	Subtotal \$	3,286,400			
University Costs	\$	113,600			
Project Contingency 10%		-			
Tota	al Project \$	3,400,000			

Office of the Idaho State Board of Education Capital Project Tracking Sheet

Aug-15

History Narrative

	Institution/Agency: Project Description:	Boise State University Planning and Design for new Ma				ject: als Science I		aterials Science Research Center search building												
	Project Use: Project Size:																			
6					Sou	irces	of F	unds						Use of Funds						
7										Total			Us	e of Funds				Tota		
8	h		PBF		 ISBA			Other *		Sources		Planning		Const		Other	-	Uses		
9 10 11	Initial Cost of Project	\$		-	\$	-	\$	3,400,000	\$	3,400,000	\$	3,256,000			\$	144,000	\$	3,400	,000	
12 13																				
14 15																				
16 17																				
18 19																				
20																				
21 22 23	Total Project Costs	\$		-	\$	-	\$	3,400,000	\$	3,400,000	\$	3,256,000	\$	-	\$	144,000	\$	3,400	,000	
24 25							l In	stitutional	*	Other Source Student	ces			 Total		Total	Ī			
26 27 28 29	History of Funding:	\$	PBF	-	\$ ISBA	-	\$	Funds 3,400,000		Revenue		Other	\$ \$	Other 3,400,000 -	\$ \$	Funding 3,400,000 -				
29 30	Total	\$		-	\$	-	\$	3,400,000	\$	-	\$	-	\$	- 3,400,000	\$	- 3,400,000				



PROPOSED MATERIALS SCIENCE BUILDING PLACEMENT

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BOISE STATE UNIVERSITY

SUBJECT

Purchase of City Center Tenant Improvements

REFERENCE

June 2014

Idaho State Board of Education (Board) approves City Center Facility Lease and Acquisition Option

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

In June 2014 the Board approved Boise State University's (BSU) facility lease and purchase option for the City Center project with Gardner Company (Gardner) wherein BSU's Computer Science (CS) program will share occupancy with industry partners including Clearwater Analytics. Placement of the CS program downtown will result in a premier academic experience and provide collaborative opportunities for both student and faculty research with industry partners. Numerous other software and related IT companies will be located near the City Center to be part of a rapidly developing IT industry cluster. Many of these firms have indicated proximity to the Boise State CS program as a determining factor in their relocation decisions, including some from out-of-state.

Other City Center projects include a federally funded underground transit center, providing connectivity to the facility from throughout the Treasure Valley (including a route to and from BSU Transit Center). The project will also include an expansion of the convention center by the Greater Boise Auditorium District, which will provide larger meeting and convention spaces and services for computer science events and ground level retail businesses.

The purpose of this agenda item is to provide the Board with updated tenant improvement purchase options for the facility. The approved lease provides for tenant improvements to be funded all or in part by Gardner, or, for a reduction in the annual lease rate, BSU may purchase the tenant improvements from Gardner.

Project Update:

Due to a decrease in the building's footprint, interior space size has been reduced. Initially, BSU agreed to occupy approximately 53,549 square feet on the second and third floors of the facility; however, BSU now estimates it will occupy 50,179 gross square feet on the second and third floors, in addition to a small office suite on the first floor.

Gardner is obligated to invest approximately \$2.1 million in tenant improvements for BSU space; however, the current estimate of the total cost for BSU to purchase the full build out will be \$2,763,400, or about \$690,000 more than the tenant improvement budget. Major contributors to this increase are the enhancements requested by BSU beyond a traditional office build out (the basis for Gardner's \$2.1 million tenant improvement budget), including more faculty offices than estimated in 2014, interior staircases to augment the elevators, additional bike parking to accommodate students, and more specialized systems serving BSU spaces. Some systems not typically developed in standard office space are needed to support high performance computing activities.

In addition to the tenant improvements, the furniture, fixtures and equipment (FF&E) cost will be a separate future project which is not included in the current \$2.7 million tenant improvement estimate. BSU is seeking private donations for FF&E and will return to the Board with an update on fundraising and FF&E costs.

The facility components are:

- Six classrooms
- Thirty one faculty offices
- Beowulf Server Room (advanced computer cluster room for advanced networks and parallel computing)
- Visualization room
- Tutoring lab
- Six graduate assistant research "neighborhoods"
- One hundred and eighty bicycle parking spaces in secured areas
- Restrooms, circulation space and informal gathering spaces

IMPACT

The June 2014 lease cost was set at \$16 per foot, triple net. The lease also provided BSU with a developer-paid tenant improvement project funded at \$50 per foot based upon a model where the tenant improvement allowance is first used for common area needs such as restrooms and a pro-rata share of the elevators. The lease further stated that square footage was estimated and after design and construction the facility would be re-measured in order to calculate the final lease payment and tenant improvement budget.

While the facility is still under construction and without final measurements, revised design documents show the new estimated facility size to be approximately 50,179 gross square feet. The revised developer-paid tenant improvements are \$2,071,950.

Two strategic lease options were pre-negotiated with the Developer: 1) in lieu of leasing, BSU could acquire the portions of the project occupied by BSU through a condominium agreement for \$9,100,000 prior to any lease payments or a reduced purchase option every year thereafter terminating with a \$1 purchase option after

lease year 20, and 2) BSU could purchase the tenant improvements from Gardner, at its cost. The annual lease rate would be reduced to \$11.25 per foot and the purchase price would also be reduced to \$6,422,660.

BSU is requesting Board authorization to purchase tenant improvements for \$2,763,400. Approval of this request provides the contractual compensation for Gardner to execute the First Lease Amendment, reducing the lease rate to \$11.25 (from \$16, a savings of \$4.75 per foot) and reducing the initial purchase price from \$9.1 million to \$6.4 million. The source of funding is University reserves held for the procurement of property.

Purchasing the tenant improvements reduces the lease rate and allows an average savings of \$320,000 per year, or \$6.4 million over the 20 year lease, resulting in an approximate 12% return on investment via cost savings.

ATTACHMENTS

Attachment 1: First Amendment to Lease

Page 5

STAFF COMMENTS AND RECOMMENDATIONS

This is a request by BSU to amend its lease agreement for computer science program space in the new City Center building under construction in downtown Boise.

As noted under the Impact statement, the lease amendment to purchase tenant improvements would result in significant cost savings over the life of the lease.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to enter into and execute the First Amendment to the June 30, 2014 Lease Agreement between the State of Idaho by and through the Idaho State Board of Education by and through Boise State University and City Center Plaza Education LLC, for a cost not to exceed \$2,763,400, and to authorize the Vice President for Finance and Administration to execute all related documents and payments.

Moved by Seconded by	Carried Yes	No
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ATTACHMENT 1

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO THIS LEASE AGREEMENT (this "<u>Amendment</u>") is made and entered into as of this _____day of October, 2015, by and between CITY CENTER PLAZA EDUCATION, LLC ("<u>Landlord</u>"), and IDAHO STATE BOARD OF EDUCATION BY AND THROUGH BOISE STATE UNIVERSITY ("<u>Tenant</u>").

RECITALS

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated June 30, 2014 (the "Lease") pursuant to which Landlord agreed to lease to Tenant, and Tenant agreed to lease from Tenant, approximately 53,549 square feet as the Leased Premises (as defined in the Lease Agreement);

WHEREAS, Landlord and Tenant desire to enter into this Amendment to modify certain provisions of the Lease

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agrees as follows:

AGREEMENT

1. Amendment to Exhibit "C". Section D of Article III of Exhibit "C" is deleted in its entirety and replaced as follows:

D. PAYMENT: Landlord shall furnish, construct, and complete all of the matters entering into Landlord's Construction Obligation at its own cost and expense; Tenant shall furnish, construct and complete all of the matters entering Tenant's Construction Obligations at its own cost and expense. Landlord shall retain all architects and engineers required for the design of Tenant's Construction Obligations and shall retain the general contractor to perform Tenant's Construction Obligations. The cost of such design and construction services shall be deducted by Landlord from the Tenant Finish Allowance. All government, municipal, and/or city fees shall be paid by Tenant. This Tenant Finish Allowance shall be provided in accordance with the following conditions:

BUSINESS AFFAIRS AND HUMAN RESOURCES OCTOBER 21-22, 2015

ATTACHMENT 1

2. Any and all other terms and provisions of the Lease are hereby amended and modified wherever necessary, and even though not specifically addressed herein, so as to conform to the amendments set forth in the preceding paragraph. Except as expressly modified and amended hereby, all other terms and conditions of the Lease shall continue in full force and effect.

3. This Amendment contains the entire understanding of Tenant and Landlord and supersedes all prior oral or written understandings relating to the subject matter set forth herein.

4. This Amendment may be executed in counterparts each of which shall be deemed an original. An executed counterpart of this Amendment transmitted by facsimile shall be equally as effective as a manually executed counterpart.

5. This Amendment shall inure for the benefit of and shall be binding on each of the parties hereto and their respective successors and/or assigns.

6. Each individual executing this Amendment does thereby represent and warrant to each other person so signing (and to each other entity for which such other person may be signing) that he or she has been duly authorized to deliver this Amendment in the capacity and for the entity set forth where she or he signs.

[SIGNATURE PAGE FOLLOWS]

BUSINESS AFFAIRS AND HUMAN RESOURCES OCTOBER 21-22, 2015

ATTACHMENT 1

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Amendment as of the date first set forth above.

LANDLORD:

CITY CENTER PLAZA EDUATION, LLC, an Idaho limited liability company, by its Manager

KC Gardner Company, L.C., a Utah limited liability company

By: ______ Name: Title:

TENANT:

IDAHO STATE BOARD OF EDUCATION BY AND THROUGH BOISE STATE UNIVERSITY, a governmental subdivision of the State of Idaho and a body corporate with all the powers of a public or quasi-public corporation

By:

Name: Title:

ATTACHMENT 1

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SUBJECT

Waiver of Board Policy V.B.10.b.i, Notification of New Eligible Space

REFERENCE

June 2013 The Idaho State Board of Education (Board) approved second reading of changes to policy V.B.

APPLICABLE STATUTES, RULE OR POLICY

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

BACKGROUND/DISCUSSION

Board Policy V.B., Budget Policies provides Idaho's public institutions with definitions and general provisions for preparing annual operating budgets and the annual budget request submitted to the Governor and Legislature.

Board Policy V.B.10.b.i, states that "No institution shall acquire, build, take possession of, expand, remodel, or convert any eligible space for which occupancy costs will be requested unless prior written notification has been provided to the Division of Financial Management (DFM) and the Legislative Services Office, Budget and Policy Analysis Division (LSO-BPA). Written notification shall be provided to DFM and LSO-BPA by the approving entity or institution within thirty (30) calendar days of final project approval by:

- 1) the State Board of Education or its executive director,
- 2) the vice-president for finance and administration (or functional equivalent) in the case of a locally approved project, or
- 3) a community college board of trustees."

North Idaho College (NIC) included a request for occupancy costs in its FY 2017 budget request for the Career and Technical Education Facility and Automotive Technology Center in the amount of \$612,700. This project was unanimously approved by the NIC Board of Trustees in July 2014. NIC was not aware of the Board's policy requiring notification and did not make the necessary notification to DFM and LSO.

NIC requests a waiver of Board Policy V.B.10.b.i in order to include their request for occupancy costs in the budget request.

IMPACT

Approval of the waiver will allow NIC to request occupancy costs for their Career and Technical Education Facility and Automotive Technology Center in the amount of \$612,700.

STAFF COMMENTS AND RECOMMENDATIONS

Revisions to Board policy V.B.10.b.i submitted in Tab 2 of the BAHR Finance agenda would simplify the notification requirement by aligning it with the statutory deadline for the submission of annual budget requests. If, by error or oversight, an institution misses the deadline, it would have one year in which to correct the

omission.

Staff recommends approval.

BOARD ACTION

I move to waive Board Policy V.B.10.b.i as it applies to Notification of New Eligible Space for North Idaho College for Career and Technical Education Facility and Automotive Technology Center in the FY 2017 budget request.

Moved by _____ Seconded by _____ Carried Yes _____ No ____

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS OCTOBER 22, 2015

TAB	DESCRIPTION	ACTION	
1	BOARD POLICY III.G, POSTSECONDARY PROGRAM APPROVAL AND DISCONTINUANCE – SECOND READING	Motion to Approve	
2	BOARD POLICY III.P, STUDENTS – SECOND READING	Motion to Approve	
3	REPEAL OF BOARD POLICY III.U, TELECOMMUNICATIONS – SECOND READING	Motion to Approve	
4	WAIVER OF BOARD POLICY III.Q. 4. C. PLACEMENT SCORES	Motion to Approve	

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SUBJECT

Amendments to Board Policy III.G, Postsecondary Program Approval and Discontinuance - First Reading

REFERENCE

June 19, 2013	The Board supported moving forward with policy amendments to III.G that would streamline and simplify procedures for program review and approval.
October 17, 2013	The Board approved the first reading to repeal Board Policy, III.F, Academic and Program Affairs and amendments to Board Policy III.G, Instructional Program Approval and Discontinuance.
December 19, 2013	The Board approved the second reading of proposed amendments to Board Policy III.G.

August 13, 2015The Board approved the first reading of proposed
amendments to Board Policy III.G.

BACKGROUND/DISCUSSION

The proposed amendments update the approval procedures for certificates and program expansions within a service region, and adds a new section for the inactivation of PTE programs.

Other changes include the following:

- Reorganize existing language to other subsections of the policy where it made more sense
- Move the last sentence in the preamble regarding learning outcomes to subsection 3 "Academic Programs" and to subsection 4 "PTE Programs"
- Move financial impact definition under the "definitions section"
- Separate the role of the Professional Standards Commission in 2.c. to be its own subsection.
- Add "certificates of 30 credits or less" to "Modifications" subsection 3
- Add "certificates of 30 credits or more to "Academic Programs" and "PTE programs" subsection 3
- Add new subsection under 4.d. for PTE program inactivation
- Modify subsection 5 from a three-year sunset clause to five years

IMPACT

Approval of proposed amendments will create efficiencies for institutions and decrease the number of proposals submitted to the Board office, and in some cases to the Board.

ATTACHMENTS

Attachment 1 – Board Policy III.G, Postsecondary Program Approval and Discontinuance – Second Reading

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Proposed amendments to Board Policy III.G will provide institutions and staff the necessary guidance for program proposal submission and procedures for approval. There was one minor change between first and second reading to clarify what constitutes a Professional Technical program modification. Board staff and CAAP recommend approval as presented.

BOARD ACTION

I move to approve the second reading of proposed amendments to Board Policy III.G, Postsecondary Program Approval and Discontinuance as submitted in attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No ____

Idaho State Board of EducationGOVERNING POLICIES AND PROCEDURESSECTION:III. POSTSECONDARY AFFAIRSSUBSECTION:G. Postsecondary Program Approval and Discontinuance

April 2014 August 2015

The Board is responsible for the establishment, maintenance, and general supervision of policies and procedures governing the academic and program affairs of the institutions. The Board has final authority and responsibility for program approval. This subsection shall apply to the University of Idaho, Idaho State University, Boise State University, Lewis-Clark State College, Eastern Idaho Technical College, North Idaho College, the College of Southern Idaho, and the College of Western Idaho.

The Board affirms that a major percentage of instructional and professional-technical program planning, assessment, and review rests with the institutions, both in theory and in practice. In addition, pProgram planning shall be a collaborative process which includes the Board, Board staff, the institutions, faculty, external advisory groups, regional and specialized accreditation bodies, and other stakeholders pursuant to Board Policy Section III.Z. However, the Board has final authority and responsibility for program approval and how a program and the curriculum relate to other institutions, the system as a whole, and the educational and workforce needs of the state. All postsecondary program approvals will include identifiable learning outcomes and competency measurements for graduates of their programs as defined in Board Policy III.X.

- 1. Classifications and Definitions
 - a. Instructional Unit(s) shall mean departments, institutes, centers, divisions, schools, colleges, campuses, branch campuses, and research units (e.g. extension centers) that are responsible for academic programs or professional-technical programs.
 - b. Administrative Unit(s) shall mean offices, centers, bureaus, or institutes that are responsible for carrying out administrative functions, research, or public service as their primary purpose, and are not responsible for <u>academic or professional-technical</u> programs.
 - c. Academic Program(s) shall mean a systematic, usually sequential, grouping of courses forming a considerable part, or all, of the requirements (i.e., curricula) that provides the student with the knowledge and competencies required in a specialized field (i.e., major) for an academic certificate, an associate's, baccalaureate, master's, <u>specialist</u>, or doctoral degree as defined in Board Policy Section III.E. A course or series of courses leading to an Academic Certificate of Completion is not considered an academic program for approval purposes.

- d. Major(s) shall mean a principal field of academic specialization that usually accounts for 25 to 50 percent of the total degree requirements. The concentration of coursework in a subject-matter major serves to distinguish one program from others leading to the same or a similar degree.
- e. Academic Program Components shall include options, minors, emphases, tracks, concentrations, specializations, and cognates as defined by each institution.
- f. Professional-Technical Program(s) shall mean a sequence or aggregation of competencies that are derived from industry-endorsed outcome standards and directly related to preparation for employment in occupations requiring professional-technical certificates or an associate of applied science degree as defined in Board Policy Section III.E. These programs must include competency-based applied learning that contributes to an individual's technical skills, academic knowledge, higher-order reasoning, and problemsolving skills. A course or series of courses leading to a technical certificate of completion is not considered a program for approval purposes.
- g. Professional-Technical Program Components shall include option(s); which shall mean alternative instructional paths to fields of specialized employment, consisting of more than one specialized course, and may have a separate advisory committee.
- h. Financial Impact shall mean the total financial resources, regardless of funding source, needed to support personnel costs, operating expenditures, capital outlay, capital facilities construction or major renovation, and indirect costs that are incurred as a direct result of the new instructional program or modification to an existing program.
- 2. Roles and Responsibilities
 - a. Institutions shall establish and follow internal program review processes and procedures pursuant to Board Policy Section III.H. prior to forwarding proposals to the Board.
 - b. Program proposals shall be reviewed by the Council on Academic Affairs and Programs (CAAP). CAAP shall make recommendations to the Instruction, Research, and Student Affairs (IRSA) committee on instructional programmatic matters and related policy issues.
 - c. The Idaho Division of Professional-Technical Education and the Professional Standards Commission shall review and make recommendations as appropriate to IRSA and/or the Board on instructional programmatic matters and policy issues related to their roles and responsibilities.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS OCTOBER 22, 2015

- d. <u>The Professional Standards Commission shall review and make</u> recommendations as appropriate to the Board on teacher education, and teaching standards.
- 3. Academic Program Proposal Submission and Approval Procedures

Subsequent to institutional review and consistent with institutional policies, all requests requiring Board or Executive Director approval will be submitted by the institution to Board staff as a proposal in accordance with a template developed by the Board's Chief Academic Officer. Each proposal shall be reviewed by CAAP within 30 days from receipt of said proposal. For purposes of this Section, financial impact shall mean the total financial resources, regardless of funding source, needed to support personnel costs, operating expenditures, capital outlay, capital facilities construction or major renovation, and indirect costs that are generated as a direct result of the new instructional program or modification to an existing program. Proposals that require new state appropriations shall also be included in the annual budget request of the institution for Board approval.

- a. Branch Campuses The establishment of a new branch campus or change in location geographically apart from the main campus where the institution offers at least 50% of an education program shall require Board approval regardless of fiscal impact. This subsection of policy excludes community colleges.
- b. Learning Outcomes All postsecondary program approvals will include identifiable learning outcomes and competency measurements for graduates of their programs as defined in Board Policy III.X.
- b.<u>c.</u> Academic Programs
 - h.j. All new, modification of, and/or discontinuation of academic program majors, shall require completion of the program proposal prior to implementation. This includes certificates of 30 credits or more; associate's, bachelor's, master's, <u>specialist</u>, and doctorates <u>degrees</u>; instructional <u>units</u>, and administrative units, expansions, consolidations, including the transition of existing programs to an on-line format requires completion of the program proposal prior to implementation. Proposals requiring new state appropriations shall be included in the annual budget request of the institution for Board approval.
 - 1) Prior to implementation, an institution shall obtain Board approval of any new, modification <u>of</u>, and/or discontinuation of academic or professional-technical programs, with a financial impact of \$250,000 or more per fiscal year.
 - 2) Prior to implementation, an institution shall obtain Executive Director approval of any new, modification <u>of</u>, and/or discontinuation of academic

or professional-technical programs, with a financial impact of less than \$250,000 per fiscal year.

- Prior to implementation, an institution shall obtain Board approval of any new, modification of, and/or discontinuation of all graduate academic programs leading to a master's, specialist, or doctoral degree regardless of fiscal impact.
- 4) The Executive Director may refer any proposal to the Board or subcommittee of the Board for review and action.
- ii. <u>5)</u> Modification to existing programs shall include, but <u>are not be limited to</u>, the following:
 - a) Expanding of an existing program outside a designated service region.
 - 1) b) Converting one program option into a stand-alone program.
 - 2) c) Consolidating an existing program to create one or more new programs.
 - 3) d) Adding a degree program not already approved by the Board.
 - 4) e) Adding courses that represent a significant departure from existing program offerings or method of delivery from those already evaluated and approved by the Board.
 - 5) \underline{f} Transitioning of existing programs to an on-line format.
 - 6) g) Changing from clock hours to credit hours or vice-versa, or substantial increase or decrease in the length of a program or number of clock or credit hours awarded for successful completion of program.
- iii. All doctoral program proposals shall require an external peer review. The external peer-review panel shall consist of at least two (2) members and will be selected by the Board's Chief Academic Officer and the requesting institution's Provost. External reviewers shall not be affiliated with a public Idaho institution. The review shall consist of a paper and on-site peer review, followed by the issuance of a report and recommendations by the panel. Each institution shall provide the panel with a template developed by the Board's Chief Academic Officer that describes what should be included in the report. The peer reviewer's report and recommendations will be a significant factor of the Board's evaluation of the program.

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iiiv. New educator preparation programs require concurrent submission of the program proposal to the Board office and the Professional Standards Commission (PSC) prior to implementation. The PSC ensures that programs meet the Idaho standards for certification. The Board office ensures that the program proposal is consistent with the program approval process—and meets the standards approved by the Board and established in rule.

G.d. Academic Program Components

<u>Modification of existing academic program components New, modification, and/or</u> <u>discontinuation of academic program components, and academic certificates 30</u> <u>credits or less</u> may <u>or may not</u> require a proposal. For academic program components <u>that require requiring</u> a proposal, subsection 4<u>3.bc</u>.i. of this policy applies.

- i. New, modification, and/or discontinuation of academic program components; <u>academic certificates 30 credits or less;</u> program name or title changes to degrees, departments, divisions, colleges, or centers; or changes to Classification of Instructional Programs (CIP) codes require a formal letter notifying the Office of the State Board of Education prior to implementation of such changes.
- i.<u>ii.</u> If the change is judged to be consistent with academic program components as provided in this section, Board staff will notify the institution in writing that they may proceed with said changes. If the change is determined to be inconsistent with academic program components or the CIP code change represents a significant departure from existing offerings, Board staff will notify the institution in writing and they will be required to complete a program proposal.
- a. <u>iii.</u> Changes to program names or degree titles related to Statewide Program Responsibilities, as provided in Board Policy III.Z., require a proposal as specified in subsection 3.c.i of this policy, and shall be reviewed and approved by the Board.
- b. iv. Minor Non-substantive curriculum changes do not require notification or approval, minor credit changes in a program, descriptions of individual courses and other routine catalog changes, and do not require additional funding to implement do not require notification or approval.
- 4. Professional-Technical Programs

All professional-technical program requests requiring Board or Executive Director approval will be submitted by the institution to the Division of Professional-Technical Education as a proposal in accordance with a template developed by Board staff. Each proposal shall be reviewed within 30 days from receipt of said proposal. Requests that requirerequiring new state appropriations shall be included in the annual budget request of the State Division of Professional-Technical Education for Board approval.

For purposes of this Section, financial impact shall mean the total financial resources, regardless of funding source, needed to support personnel costs, operating expenditures, capital outlay, capital facilities construction or major renovation, and indirect costs that are generated as a direct result of the new instructional program or modification to an existing program. Proposals that require new state appropriations shall also be included in the annual budget request of the institution for Board approval.

a. Learning Outcomes

All postsecondary program approvals will include identifiable learning outcomes and competency measurements for graduates of their programs as defined in Board Policy Section III.X.

a.<u>b.</u> Professional-Technical Programs

- i. All new, modification of, and/or discontinuation of professional-technical degrees-programs, shall require completion of the program proposal prior to implementation. This includes instructional and administrative units, expansions, consolidations, including the transition of existing programs to an on-line format, require completion of the program proposal prior to implementation. Professional-Technical program proposals shall be forwarded to the State Administrator of the Division of Professional-Technical Education for review and recommendation. The State Administrator shall forward the request to CAAP for its review and recommendation. Once CAAP and/or State Administrator recommends approval, the proposal shall be forwarded, along with recommendations, to the Board for action.
 - 1) Prior to implementation, an institution shall obtain Board approval of any new, modification<u>of</u>, and/or discontinuation of professional-technical programs with a financial impact of \$250,000 or more per fiscal year.
 - Prior to implementation, an institution shall obtain Executive Director approval of any new, modification, and/or discontinuation of professional-technical programs with a financial impact of less than \$250,000 per fiscal year.
 - 3) The Executive Director may refer any proposal to the Board or subcommittee of the Board for review and action.
 - ii. <u>4</u>) Modifications to existing programs shall include, but not be limited to, the following:

a) Expanding an existing program outside a designated service region. PS11

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- 4) b) Converting one program option into a stand-alone program.
- <u>c)</u> Consolidating an existing program to create one or more new programs.
- 3) d) Adding a certificate or degree program not already approved by the Board.
- 4) <u>e)</u> Adding courses that represent a significant departure from existing program offerings or method of delivery from those already evaluated and approved by the Board.
- 5) f) Transitioning of existing programs to an on-line format.
- 6) <u>g)</u> Changing from clock hours to credit hours or vice-versa, or substantial increase or decrease in the length of a program or number of clock or credit hours awarded for successful completion of program.
- b.c. Professional-Technical Programs Components

<u>New, modification of, and/or discontinuation Modification</u> of existing professionaltechnical program components may <u>or may not</u> require a proposal. For professional-technical program components <u>that</u> requireing a proposal, subsection 4.a.i of this policy applies.

- i. New, modification of, and/or discontinuation of professional-technical options for existing programs; changes to a program's status to inactive, changes to CIP codes, or name title changes (e.g., programs, degrees, certificates, departments, divisions, colleges, or centers) require a formal letter notifying the State Administrator prior to implementation of such changes.
- ii. If the change is judged to be consistent with program components as provided in this section, the State Administrator will notify the institution in writing that they may proceed with said changes. If the change is determined to be inconsistent with definition of program components, the State Administrator will notify the institution in writing and they will be required to complete the program proposal.
- iii. <u>Non-substantive-Minor</u> changes to courses within a current program (e.g., course number, title, description, addition, deletion, and/or credit hours) must be submitted to the State Division of Professional-Technical Education.

d. Professional-Technical Program Inactivation

i. The purpose of a professional-technical program inactivation is to respond to rapid changes in industry demand, allowing time for program assessment and inactivation. If industry demand for the program does not resume within three years following the inactivation, the program shall be discontinued pursuant to IDAPA 55.01.02.

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- ii. Program inactivation requires a formal letter notifying the State Administrator requesting inactivation. The letter will include:
 - 1) Description and rationale for the modification
 - 2) Implementation date
 - 3) Arrangement for enrolled students to complete the program in a timely manner
 - 4) Impact of accreditation, if any
 - 5) Impact to current employees of the program
 - 6) Impact on current budget
- iii. The State Administrator will make a recommendation in writing to the Board office. The Board office will send notification to the institution.
- iv. Program re-activation requires a formal letter notifying the State Administrator requesting re-activation.
- 5. Sunset Clause for Program Approval

Board or Executive Director approval of a<u>A</u>cademic and professional-technical education programs shall include a three-year sunset clause. approved by the Board or Executive Director must be implemented within five years. A program not implemented within the three <u>five</u> years from the <u>approval</u> date of its approval shall be resubmitted <u>requires</u> submission for approval of an updated proposal by the institution to the Board or Executive Director for consideration.

- 6. Academic and Professional-Technical Program Proposal Denial Procedures
 - a. The Executive Director shall act on any request within thirty (30) days.
 - b. If the Executive Director denies the proposal he/she shall provide specific reasons in writing. The institution shall have thirty (30) days in which to address the issue(s) for denial of the proposal. The Executive Director has ten (10) working days after the receipt of the institution's response to re-consider the denial. If the Executive Director denies the request after re-consideration, the institution may send its request and the supporting documents related to the denial to the Board for final reconsideration.
- 7. Program Discontinuance

The primary considerations for instructional program discontinuance <u>will be are</u> whether the instructional program is an effective use of the institution's resources, no longer serves student or industry needs, or when programs no longer have sufficient students to warrant its allocation. This policy does not apply to instructional programs that are discontinued as a result of financial exigency as defined and discussed in Board Policy II.N. of these policies.

For professional-technical program discontinuance, institutions shall adhere to criteria and procedures as provided in IDAPA 55.01.02.

- a. Students Institutions shall develop policies, in accordance with the Northwest Commission on Colleges and Universities Accreditation Handbook, which requires institutions to make appropriate arrangements for enrolled students to complete affected programs in a timely manner with minimum interruptions.
- b. Employees Any faculty or staff members whose employment the institution seeks to terminate due to the discontinuance of a program based upon Board Policy Section III.G. shall be entitled to the following procedures:
 - i. Non-classified contract employees, including non-tenured faculty, may be dismissed or have their contracts terminated or non-renewed in accordance with Board and institutional policies.
 - ii. State of Idaho classified employees shall be subject to layoff as provided in the rules of the Division of Human Resources. Classified employees of the University of Idaho shall be subject to layoff as provided in the policies of the University of Idaho.
 - iii. Tenured faculty will be notified in writing that the institution intends to dismiss them as a result of program discontinuance. This notice shall be given at least twelve (12) months prior to the effective date of termination.
 - iv. An employee who receives a notice of termination as a result of program discontinuance is entitled to use the internal grievance procedures of the institution. The sole basis to contest a dismissal following a program closure is in compliance with these policies.
- 8. Reporting
 - a. The Office of the State Board of Education shall report quarterly to the State Board of Education all program approvals and discontinuations approved by the Executive Director.
 - b. All graduate level programs approved by the State Board of Education require a report on the program's progress in accordance with a timeframe and template developed by the Board's Chief Academic Officer.
 - c. Institutions shall notify the Board office in writing when an approved program has been officially implemented.

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SUBJECT

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

REFERENCE

April 2012	State Board of Education (Board) consideration of several options for SHIP policy waiver. Motion failed.
September 2012	Board considered first reading of amendments to SHIP policy. Motion failed.
April 2013	Board consideration of SHIP policy one-year waiver for Lewis-Clark State College only with respect to mandatory student health insurance coverage. Returned to committee for further consideration.
December 2013	Board returned SHIP policy to committee for further consideration.
January 2015	Board approved first reading of proposed changes to Board Policy III.P.16 student health insurance.
February 2015	Board approved second reading of III.P.16.
August 2015	Board approved the first reading of Board Policy III.P.16.

APPLICABLE STATUTES, RULE OR POLICY

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

BACKGROUND / DISCUSSION

In February 2015 the Board approved an amendment to Board policy regarding student health insurance. Since that time, the institutions have been working on implementation for fall 2015. A couple unintended consequences of the policy change have surfaced which need to be addressed.

The policy currently provides that a student may have a non-Affordable Care Act (ACA) compliant policy their first semester of enrollment provided they enroll in an ACA compliant plan "by the first health insurance exchange open-enrollment *or the end of their first semester, whichever comes first.*" The open-enrollment period for Idaho's health insurance exchange is mid-November to mid-February. The institutions are concerned that it may not be possible for students who enroll for the first time in the spring semester to enroll in the exchange in time. Unlike first-time fall students, there is currently no option for students to enroll in the spring without ACA compliant insurance.

Additionally, if a student is found in noncompliance (i.e. uninsured or non-ACA compliant insured); the policy prohibits full-time enrollment in future terms (fall, spring or summer). Institutions do not have full-time rates for summer, but a student could potentially be prohibited from enrolling part-time during the summer due to noncompliance during a prior semester even though part time students are not required to obtain health insurance.

IMPACT

Proposed policy amendments would clarify the required insured status of students.

ATTACHMENTS

Attachment 1 – Section III.P. – Second Reading

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The proposed amendment would allow a full-time student to enroll for the first time in either the fall or spring semester with non-ACA compliant insurance until they have an opportunity to enroll in the exchange during the next open enrollment period. In addition, reference to the summer term is removed from the policy since there is no full-time rate, and thus insurance is not required under the policy.

There were no changes between the first and second reading. Staff recommends approval.

BOARD ACTION

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

Moved by_____ Seconded by_____ Carried Yes____ No____

Idaho State Board of Education GOVERNING POLICIES AND PROCEDURES SECTION: III. POSTSECONDARY AFFAIRS SUBSECTION: P. STUDENTS

February 2015

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

1. Nondiscrimination

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

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

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

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

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

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

3. Academic Freedom and Responsibility

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

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

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

4. Catalog and Representational Statements

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

Each institutional catalogue must include the following statement:

Catalogues, bulletins, and course or fee schedules shall not be considered as binding contracts between [institution] and students. The [institution] reserves the right at any time, without advance notice, to:

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS AUGUST 13, 2015

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

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

5. Student Records

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

6. Residency Status - Procedure for Determination

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

7. Full-Time Students

a. Undergraduate Student

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

i. Student Body Officers and Appointees

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

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

ii. Editors

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

b. Graduate Student

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

8. Student Governance

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

9. Student Financial Aid

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

- a. Transfer of Delinquent National Direct Student Loans. (See Section V, Subsection P)
- b. Student Financial Aid Fraud

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

- 10. Fees and Tuition
 - a. Establishment

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

b. Refund of Fees

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

11. Student Employees **IRSA**

a. Restrictions

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

b. Policies and Procedures

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

c. Graduate Assistants

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

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

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

d. Hourly or Contractual Employment

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

12. Student Conduct, Rights, and Responsibilities

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS AUGUST 13, 2015

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

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

13. Student Services

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

14. Student Organizations

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

15. Student Publications and Broadcasts

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

16. Student Health Insurance

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

a. Health Insurance Coverage Offered through the Institution

Each institution may provide the opportunity for students to purchase health insurance. Health insurance offered through the institution shall be Affordable Care Act (ACA) compliant.

b. Mandatory Student Health Insurance

Every full-fee paying full-time student (for purposes of federal financial aid) attending classes in Idaho shall be covered by an ACA compliant health insurance

policy. Students without proof of health insurance coverage shall be ineligible to enroll full-time at an institution. Each institution shall monitor and enforce student compliance with this policy.

- i. "ACA compliant" means a health insurance policy which meets the minimum coverage requirements classified by the ACA as "essential health benefits." Essential health benefits include items and services within at least the following 10 general categories: ambulatory patient services; emergency services; hospitalization; maternity and newborn care; mental health and substance use disorder services, including behavioral health treatment; prescription drugs; rehabilitative and habilitative services and devices; laboratory services; preventive and wellness services and chronic disease management; and pediatric services (including oral and vision care).
- ii. Proof of Insurance. All full-time students shall provide proof of ACA compliant health insurance coverage. Proof of health insurance coverage shall include at least the following information:
 - (1) Name of health insurance carrier
 - (2) Policy number
 - (3) Contact information for employer, insurance company or agent who can verify coverage
 - (4) Attestation by the student, parent or guardian that health insurance policy is ACA complaint

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

- iii. Temporary Insurance Coverage. A full-time student may have a non-ACA compliant policy before registration for their first semester of attendance, but such a student shall sign an affidavit that they will enroll in ACA compliant insurance by the <u>end of the first available</u> health insurance exchange openenrollment period-or the end of their first semester, whichever comes first. At no other time may a full-time student be enrolled without ACA compliant insurance.
- iv. Non-compliance. A student found to be out of compliance with this policy while enrolled at an institution, shall be ineligible for full-time enrollment in future terms (fall, or spring or summer) until insurance is obtained and proof thereof is certified; provided however, that if health insurance is offered through an institution and a student is found in non-compliance, the institution may default enroll the student into the institution's student health insurance plan and charge the student's account.
- 17. Students Called to Active Military Duty

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

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

18. Student Complaints/Grievances.

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

- a. The Board designates its Executive Director as the Board's representative for reviewing student complaints/grievances, and authorizes the Executive Director, after such review, to issue the decision of the Board based on such review. The Executive Director may, in his/her discretion, refer any matter to the Board for final action/decision.
- b. A current or former student at a postsecondary educational institution under the governance of the Board may request that the Executive Director review any final institutional decision relating to a complaint or grievance instituted by such student related to such individual's attendance at the institution. The student must have exhausted the complaint/grievance resolution procedures that have been established at the institution level. The Executive Director will not review complaints/grievances that have not been reported to the institution, or processed in accordance with the institution's complaint/grievance resolution procedures.
- c. A request for review must be submitted in writing to the Board office to the attention of the Chief Academic Officer, and must contain a clear and concise statement of the reason(s) for Board review. Such request must be received in the Board office no later than thirty (30) calendar days after the student receives the institution's final decision on such matter. The student has the burden of establishing that the final decision made by the institution on the grievance/complaint was made in

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS AUGUST 13, 2015

error. A request for review must include a copy of the original grievance and all proposed resolutions and recommended decisions issued by the institution, as well as all other documentation necessary to demonstrate that the student has strictly followed the complaint/grievance resolution procedures of the institution. The institution may be asked to provide information to the Board office related to the student complaint/grievance.

- d. The Chief Academic Officer will review the materials submitted by all parties and make a determination of recommended action, which will be forwarded to the Executive Director for a full determination. A review of a student complaint/grievance will occur as expeditiously as possible.
- e. The Board office may request that the student and/or institution provide additional information in connection with such review. In such event, the student and/or institution must provide such additional information promptly.
- f. The Board's Executive Director will issue a written decision as to whether the institution's decision with regard to the student's complaint/grievance was proper or was made in error. The Executive Director may uphold the institution's decision, overturn the institution's decision, or the Executive Director may remand the matter back to the institution with instructions for additional review. Unless referred by the Executive Director to the Board for final action/decision, the decision of the Executive Director is final.

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

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SUBJECT

Repeal Board Policy III.U, Telecommunications- Second Reading

REFERENCE

May 1987	The Boa Telecomm			Board	Policy	III.U.,
August 13, 2015	The Board approved the first reading, repeal of Board Policy III. U., Telecommunications.					beal of

APPLICABLE STATUTES, RULE OR POLICY

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

BACKGROUND/DISCUSSION

Board Policy III.U, Telecommunications was created to facilitate the coordination of telecommunications systems statewide to be used to deliver distance education. The prolific rise of the internet and its role in delivering education has rendered the "telecommunications system" policy outdated. Additionally, this policy was originally adopted to guide implementation of the Board's *Plan for Development of a Statewide Telecommunications System*, a plan that was adopted in May 1987. That Plan has since been repealed.

At their July 9, 2015 meeting, the Council on Academic Affairs and Programs (CAAP) reviewed existing Board Policy III.U to discuss if that policy should be maintained or consolidated with other existing policies. CAAP determined that the policy was no longer serving a purpose and recommend the policy be repealed.

IMPACT

The proposed amendment to repeal Board Policy III.U will remove the no longer necessary and outdated policy.

ATTACHMENTS

Attachment 1 – Board Policy III.U – Second Reading

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Given the dynamic and rapidly changing nature of distance education, telecommunications systems, and the internet, this policy is highly outdated. Board Staff and CAAP recommend repealing Board Policy III.U in its entirety.

BOARD ACTION

I move to approve the second reading of amendments to Board Policy III.U, Telecommunications, repealing the section in its entirety.

Moved by _____ Seconded by _____ Carried Yes _____ No ____

Idaho State Board of Education GOVERNING POLICIES AND PROCEDURES SECTION: III. POSTSECONDARY AFFAIRS SUBSECTION: U. Telecommunications

April 2002

1. Coverage

The following policies are intended to promote effective operation of the telecommunications system outlined in the *Plan for Development of a Statewide Telecommunications System* (adopted by the State Board of Education, May 13, 1987). The system does not exist as a single entity, but is composed of various components owned and operated by units of the State Board of Education and by private and public entities outside the control of the State Board of Education. The Simplot/Micron Technology Center shall serve as the network center for all telecommunications activity conducted under the authority of the State Board of Education. These policies apply to units under the governance of the State Board of Education and all entities, public or private, utilizing the system.

The Board encourages development of a broad range of cooperative ventures that use telecommunication technologies to improve educational delivery to the citizens of Idaho. Use of electronic technology to deliver education/training to citizens of the state who live in areas distant from college and university campuses is particularly encouraged. These technologies may include, but are not limited to, one (1) or more of the following: open-channel television, closed-circuit television, cable television, low-power television, communication and/or direct broadcast satellite, satellite master antenna system, microwave, videotape, video disc, and telephone line.

2. Access

- a. Each college, university and area vocational technical school should support a baseline of telecommunications origination capabilities consistent with the Educational User Requirements outlined in the *Plan for Development of a Statewide Telecommunications System*. These capabilities shall complement but not duplicate the configuration of systems and capabilities of the Simplot/Micron Technology Center outlined in 7.c.
 - b. The use of the telecommunications system shall be shared among higher education, public education, and professional technical education agencies. The State Department of Education instructional television service in existence at the time these policies are adopted will, where feasible, be continued with existing scheduling priority.
- c. Each educational agency utilizing the telecommunications system shall have access to all components of the system.
- d. Other non-educational state agencies may share the use of the telecommunications system on a cost and time-available basis.

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 Out-of-state educational institutions may be allowed access to the telecommunications system for accredited instructional purposes on a cost and time-available basis when approved by and in cooperation with the primary emphasis institution under whose role and mission the proposed use would fall. f. Non-public organizations may be allowed access to the telecommunications system on a cost plus and time available basis.
g. Interstate cooperation in educational telecommunications which results in improved program quality, program delivery, or cost efficiency is encouraged. Participation in the Western States Educational Telecommunications Cooperative is also encouraged.
3. Priorities
a. Interactive telecommunications shall be given priority above non-interactive uses.
b. Educational uses shall be given priority above administrative uses.
c. Program origination shall be determined by role and mission with primary emphasis institutions responsible for providing or authorizing courses by telecommunications to areas of the state underserved by the emphasis program.
4. Operations
a. The sponsoring agency shall ensure that faculty and other users of the telecommunications system receive adequate training.
b. Cooperative development of user training utilizing the resources of each agency should be encouraged.
c. Operators of each component of the delivery system under Board control shall maintain the component for all users.
d. Reception sites for instruction delivered via telecommunications (other than reception in homes or on main campuses) must be reported to the Board.
e. An institution will notify the Executive Director prior to conducting an experiment with a new instructional delivery system. An institution must receive Board approval before inaugurating any new instructional delivery system and must demonstrate to the Board's satisfaction that the system is compatible with existing systems and does not duplicate the functions and capabilities available at the Simplot/Micron Technology Center.
5. Program Delivery
a. Courses and programs delivered via telecommunications, except those sponsored by the State Department of Education, must conform to program approval and review policies (Sections III.G. and H.); to institutional role and

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mission policies (Section III.L.2); to primary service region policies (Section III.L.3); and to quality assurance policies for off-campus instruction (Section III.L.6).

- b. All courses and programs delivered via telecommunications, except those sponsored by the State Department of Education, must meet the same quality standards as required by the Board and the institutions for on-campus courses and programs delivered through traditional means.
- c. If an institution other than the State Department of Education proposes to deliver instruction via telecommunications in a service region assigned to another institution, the proposing institution must notify the primary service institution according to procedures outlined in Board approved continuing education/off-campus instruction policies (Section III.L.3.c).
- d. Institutional conflicts regarding service region, role and mission, and associated matters related to instruction delivered via telecommunications shall be submitted in writing first to the respective institutional chief academic officers, and secondly, if resolution is not achieved, to the Board's Chief Academic Officer for review and resolution.
- 6. Credit/Registration
 - a. All credit courses, except those co-sponsored by the State Department of Education, delivered via telecommunications must be applicable to a campus-based degree or certificate program approved by the Board.
 - b. Each institution shall determine the credit and requirements for courses delivered by telecommunications to statewide audiences. Such courses shall carry information regarding the institutions which have approved the course for credit, the amount of credit, the requirements, and any restrictions on transfer that may exist.
 - c. Each institution shall determine whether a course is acceptable as transfer credit in compliance with Board policy on articulation.
 - d. Non-credit, fee-based short courses and workshops shall generate fees for, and be the responsibility of, the institution originating the workshop. Non-credit activities shall comply with primary emphasis designations and role and mission statements. An institution that receives a request to offer non-credit activities coming within the role and mission of another institution must convey the request to that institution. If the institution under whose role and mission the request comes chooses not to respond, the institution that receives the request may do so.
 - e. Cooperative development and offering of credit courses by telecommunications between institutions is encouraged. Institutions may mutually agree upon a

division of fees and FTE's for such cooperatively developed and delivered courses.

7. Governance
 General governance of the use of the telecommunications system by agencies of the State Board of Education shall include the following duties:
(1) Upon request, provide advice and consultation to the State Board of Education and the Office of the State Board concerning matters of telecommunications policy and system development.
(2) Review and approve proposed schedules of course offerings and non-credit workshops to be offered by telecommunications outside of an originating institution's primary service area.
(3) Coordinate and approve joint acquisitions of technology-based instructional materials, facilities, equipment, and services.
(4) Provide for ongoing policy development and recommendations affecting telecommunications to the State Board of Education.
b. General governance of the telecommunications system shall be coordinated by a Telecommunications Council, composed of the chief academic officer of the Board and the four-year and two-year public institutions of higher education, the State Department of Education, the SBOE agency heads, the director of the Simplot/Micron Center, and the director of the Eastern Idaho Technical College. The chair of the Telecommunications Council shall be elected by the Council. The Telecommunications Council shall report to the Academic Affairs and Program Committee.
c. Day-to-day management, operations, and scheduling functions of the telecommunications system shall be the responsibility of the general manager of the Idaho Educational Public Broadcasting System working in conjunction with the network center and other components of the system. The general manager of IEPBS, working in conjunction with the network center, will also provide those non-duplicated system resources such as satellite uplinks, statewide telephone bridge, data network head-end, and similar unique facilities and equipment of the Simplot/Micron Technology Center.
d. Appeals of decisions made by the general manager of the Idaho Educational Public Broadcasting System or the Telecommunications Council shall be made

through the Executive Director to the Board.

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SUBJECT

Wavier of Board Policy III.Q.4.c, Placement Scores

REFERENCE

December 2008	Information Item Presented to Board on the Formation of a Task Force to Examine Alternative Approaches for Placement of Students into First-Year Writing Courses (English 90, 101, and 102).
December 2010	Waiver of Board Policy III.Q.4.C., for placement in entry-level college English courses to permit pilots to establish alternative placement mechanisms for English.
February 2013	The Board approved a waiver of Board Policy III.Q.4.c to permit alternative placement mechanisms that are in alignment with the Complete College Idaho plan until the beginning of Fall 2014. February 2014 The Board approved a waiver of Board Policy III.Q.4.c until the beginning of Fall 2015 to permit the continued development of alternative placement mechanisms.

APPLICABLE POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.Q, Admission Standards

BACKGROUND/DISCUSSION

Board Policy III.Q., Admission Standards, provides coverage for both admission and lower division course placement requirements for English and Math at the public institutions. The current requirements, place students into entry level courses based on a minimum or score range received on the ACT, SAT, Compass assessments, or AP Exam.

In December 2010, the Board waived the placement in Board policy III.Q.4.c. for placement in entry-level college English courses to permit the institutions to pilot various models that would be brought back to the Board for inclusion in Board policy in 2012. The discussion of alternative placement mechanisms for English at that time centered on using multiple measures and student portfolio's. In June of 2012 the Board approved the Complete College Idaho Plan, one of the initiatives contained in that was the reform of remediation at all our public institutions. This included an in-depth look at how students were placed in courses at the time of admissions. Due to the significant impact that course placement has on remediation the Board was asked in February 2013 to extend the waiver to both, English and Math placement requirements until the Fall of 2014. Additionally, the Math and English discipline groups for the Remediation Task Force were tasked with bringing forward recommendations for placement in their respective areas that

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would be transparent for students and counselors, and ensure the policy was in alignment with the Board 60% college completion goal.

The work of the Remediation teams were dependent on the recommendations of the General Education Taskforce. The General Education Task force recommendations were provided in December 5-6, 2013, and the Remediation teams met again on February 25-26, 2014 to incorporate the recommendations of the General Education Taskforce into the remediation work. The teams had hoped to have recommendations in place, in order to support the work of the Complete College Idaho plan and one of our key strategies to transform remediation, in place for student entering school Fall 2015. Unfortunately, follow up meetings with these groups identified additional issues that needed to be addressed prior to a recommendation coming forward to the Board for consideration, some of the issues identified are outside of the scope of the Remediation Task Force. For example, current Board Policy places students into a course called Math 123 based on the score they receive on the SAT or ACT, however, it is widely acknowledged there is tremendous variance among the course between campuses. Thus, it is not yet practical to establish placement mechanisms and cut scores into courses that are similar in name only. Due to these issues the Board is being asked to extend the waiver to allow for other matters to be settled upon which placement and cut score setting is contingent.

IMPACT

This waiver will allow Board Staff to continue working with the institutions to establish updated placement cut scores while keeping the institutions in compliance with Board Policy.

ATTACHMENTS

Attachment 1 - Board Policy III.Q.4.c, Admission Standards, Page 5 English Placement

STAFF COMMENTS AND RECOMMENDATIONS

Board Staff anticipates this being the final waiver request as the need to settle on a new placement mechanism has become time sensitive a key placement mechanism used in math placement is being phased out next year – ACT COMPASS.

The work done by the English Placement Taskforce in 2010 included the seven public institutions, whereby they sought to analyze and design a common framework for placement in entry-level English courses. Because of budget cuts and institution and Board staff turnover, the entirety of this work was not realized. The request to temporarily waive section 4.c of policy III.Q. ensures the institutions governed under the Board are in compliance with Board policy, while also enabling them to meet the goals of Complete College Idaho and Transforming Remediation. This temporary waiver will allow staff time to work with the institutions to ensure there is a consistent model for placing students, which is transparent for students

and counselors, and to ensure that policy is in alignment with the Board's strategic plan, 60% statewide completion goal, and the Complete College Idaho Plan.

BOARD ACTION

I move to extend the waiver of the criteria in Board policy III.Q.4.c for placement in entry-level college courses for the final time to allow for the creation and adoption of alternative placement mechanisms until the end of the Fall semester 2016. All alternative placement mechanisms shall be reviewed by the Chief Academic Officer and the Council on Academic Affairs and Programs (CAAP) prior to implementation during the waiver.

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: Q. Admission Standards

February 2014

1. Coverage

Boise State University, College of Southern Idaho, Eastern Idaho Technical College, Idaho State University, Lewis-Clark State College, North Idaho College and The University of Idaho are included in this subsection. The College of Southern Idaho, College of Western Idaho and North Idaho College are exempted from certain provisions of this admission policy as determined by their local boards of trustees.

2. Purposes

The purposes of the admission policies are to:

- a. promote institutional policies which meet or exceed minimum statewide standards for admission to higher education institutions;
- b. inform students of the academic and applied technology degree expectations of postsecondary-level work;
- c. improve the quality of academic and applied technology degree preparation for postsecondary programs;
- d. enhance student access to academic and applied technology degree programs; and
- e. admit to postsecondary education institutions those students for whom there is a reasonable likelihood of success.
- 3. Policies

The college and universities must, with prior Board approval, establish institutional policies which meet or exceed the following minimum admission standards. Additional and more rigorous requirements also may be established by the college and universities for admission to specific programs, departments, schools, or colleges within the institutions. Consistent with institutional policies, admission decisions may be appealed by applicants to the institutional admissions committee.

4. Academic College and University Regular Admission

A degree-seeking student with fewer than fourteen (14) credits of postsecondary work must complete each of the minimum requirements listed below. (International students

and those seeking postsecondary professional-technical studies are exempt.)

- a. Submit scores received on the ACT (American College Test) or SAT (Scholastic Aptitude Test) and/or other standardized diagnostic tests as determined by the institution. These scores will be required of applicants graduating from high school in 1989 or later. Exceptions include applicants who have reached the age of 21. These applicants are subject to each institution's testing requirements.
- b. Graduate from an accredited high school and complete the courses below with a 2.00 grade point average. Applicants who graduate from high school in 1989 or later will be subject to the admission standards at the time of their graduation.

Subject Area	Minim um Requir ement	Select from These Subject Areas
English	8 credits	Composition, Literature
Math	6 credits	A minimum of six (6) credits, including Applied Math I or Algebra I; Geometry or Applied Math II or III; and Algebra II. A total of 8 credits are strongly recommended.
		Courses not identified by traditional titles, i.e., Algebra I or Geometry, may be used as long as they contain all of the critical components (higher math functions) prescribed by the State Mathematics Achievement Standards.
		Other courses may include Probability, Discrete Math, Analytic Geometry, Calculus, Statistics, and Trigonometry. Four (4) of the required mathematics credits must be taken in the 10 th , 11 th , and 12 th grade.
Social Science	5 credits	American Government (state and local), Geography, U.S. History, and World History. Other courses may be selected from Economics (Consumer Economics if it includes components as recommended by the State Department of Education), Psychology, and Sociology.
Natural Science	6 credits	Anatomy, Biology, Chemistry, Earth Science, and Geology. Physiology, Physics, Physical Science, Zoology. A maximum of two (2) credits may be derived from vocational science courses jointly approved by the State Department of Education and the State Division of Professional-Technical Education, and/or Applied Biology, and/or Applied Chemistry. (Maximum of two (2) credits).
		Must have laboratory science experience in at least two (2) credits.
		A laboratory science course is defined as one in which at least one (1) class period per week is devoted to providing students with the opportunity to manipulate equipment, materials, or specimens; to develop skills in observation and analysis; and to discover, demonstrate, illustrate, or test scientific principles or concepts.

Subject Area	Minim um Requir ement	Select from These Subject Areas
Humanitie s Foreign Language	2 credits	Literature, History, Philosophy, Fine Arts (if the course includes components recommended by the State Department of Education, i.e., theory, history appreciation and evaluation), and inter-disciplinary humanities (related study of two or more of the traditional humanities disciplines). History courses beyond those required for state high school graduation may be counted toward this category. Foreign Language is strongly recommended. The Native American Languages may meet the foreign language credit requirement
Other College Preparatio	3 credits	Speech or Debate (no more than one (1) credit). Debate must be taught by a certified teacher.
n		Studio/Performing Arts (art, dance, drama, and music).
		Foreign Language (beyond any foreign language credit applied in the Humanities/Foreign Language category).
		State Division of Professional-Technical Education-approved classes (no more than two (2) credits) in Agricultural science and technology, business and office education, health occupations education, family and consumer sciences education, occupational family and consumer sciences education, technology education, marketing education, trade, industrial, and technical education, and individualized occupational training.

c. Placement in entry-level college courses will be determined according to the following criteria.

Placement Scores for English

Class	ACT English Score	SAT English Score	AP Exam	COMPASS Score
English 90	<17	>200	NA	0 - 67
English 101	18-24	>450	NA	68 - 94
English 101 Credit English 102 Placement	25-30	>570	3 or 4	95 -99
Credit English 101 and English 102	>31	>700	5	

Placement Scores for Math

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Class	ACT Math Score	SAT Math Score	COMPASS Score
Math 123 Math 127 Math 130	>19	>460	Algebra > 45
Math 143 Math 147 Math 253-254	>23	>540	Algebra >61
Math 144 Math 160	>27	>620	College Algebra >51
Math 170	>29	>650	College Algebra >51 Trigonometry >51

NOTES:

If a high school does not offer a required course, applicants may contact the institutional admission officer for clarification of provisional admission procedures.

High school credit counted in one (1) category (e.g., Humanities/Foreign Language) may not count in another category.

5. Academic College and University Conditional Admission

It is the Board's intent that a student seeking conditional admission to any public postsecondary institution must take at least two (2) testing indicators that will allow the institution to assess competency and placement.

- a. Submit scores received on ACT (American College Test) or SAT (Scholastic Aptitude Test) prior to enrollment. Effective fall semester 1989.
- b. Effective fall semester 1989, a degree-seeking applicant who does not qualify for admission based on 4.b above but who satisfies one (1) of the criteria below, may be asked to petition the institutional director for admissions.
 - i. A high school graduate from an accredited secondary school who has not completed the Board's Admission Standards core and has a predicted college GPA of 2.00 based on ACT, SAT and/or ACT COMPASS at the institution to which the student is seeking admission.
 - ii. Students who graduate from non-accredited secondary schools or home schools must have a predicted college GPA of 2.00 based on the ACT or SAT at the institution to which the student is seeking admission. In addition, the student must have an acceptable performance on one (1) of the following two (2) testing indicators: (a) GED (General Educational Development) Test; or (b) other standardized diagnostic tests such as the ACT COMPASS, ASSET, or CPT.
 - iii. Deserves special consideration by the institution, e.g., disadvantaged or

minority students, delayed entry students, returning veterans, or talented students wishing to enter college early.

<u>NOTE</u>: Regarding the ACT/SAT, this requirement is for students who graduated from high school in 1989 or later. Students who have graduated prior to 1989 or who have reached the age of 21 at the time of application are subject to each institution's testing requirements for admission.

- c. If admitted, the student must enroll with conditional standing and is subject to the institutional grade retention/probation/dismissal policies; excepting that a student with conditional standing may change to regular admission status upon satisfactory completion of fourteen (14) baccalaureate-level credits, twelve (12) of which must be in four (4) different subject areas of the general education requirements of the institution the student is attending. Regular admission status must be attained within three (3) registration periods or the student will be dismissed, subject to institutional committee appeal procedures.
- 6. Advanced Opportunities Students

Those secondary students who wish to participate in the Advanced Opportunities outlined in Board Policy Section III.Y. Advanced opportunities, must follow the procedures outlined in Board Policy III.Y.

- 7. Transfer Admission
 - a. Effective fall semester 1989, a degree-seeking student with fourteen (14) or more semester hours of transferable baccalaureate-level credit from another college or university and a cumulative GPA of 2.00 or higher may be admitted. A student not meeting this requirement may petition the institutional director of admissions. If admitted, the student must enroll on probation, meet all conditions imposed by the institutional admissions committee, and complete the first semester with a 2.00 GPA or higher, or be dismissed.
 - b. The community colleges work cooperatively with the college and universities to ensure that transfer students have remedied any high school deficiencies, which may have prevented them from entering four-year institutions directly from high school.
- 8. Compliance and Periodic Evaluation

The Board will establish a mechanism for:

- a. monitoring institutional compliance with the admission standards;
- b. conducting and reporting periodic analyses of the impact, problems, and benefits of the admission standards; and

- c. providing information as necessary and appropriate from the college and universities to the secondary schools and community colleges on the academic performance of former students.
- 9. Professional-Technical Education Admissions
 - a. Admission Standards

Regular or *Conditional* admission standards apply to individuals who seek a technical certificate or Associate of Applied Science (A.A.S.) degree through a professional-technical program. The admission standards and placement criteria do not apply to Workforce Development, Short-term Training, Farm Management, Truck Driving, Apprenticeship, and Fire and Emergency Service courses/programs. Professional-technical program employ program admission processes in addition to institutional program admission.

b. Placement Tests

Placement test scores indicating potential for success are generally required for enrollment in a professional-technical program of choice. Placement score requirements vary according to the program.

c. Idaho Technical College System

The professional-technical programs are offered at the following locations:

Region I Region II	Coeur d'Alene, North Idaho College Lewiston, Lewis-Clark State College
Region III	Nampa, College of Western Idaho
Region IV	Twin Falls, College of Southern Idaho
Region V	Pocatello, Idaho State University
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Region VI Idaho Falls, Eastern Idaho Technical College

d. Purposes

- i. Clarify the importance of career planning and preparation: high school students should be actively engaged in career planning prior to entering the 9th grade. Career planning assures that students have sufficient information about self and work requirements to adequately design an education program to reach their career goals.
 - ii. Emphasize that professional-technical courses in high school, including professional technical advanced opportunities and work-based learning connected to school-based learning, are beneficial to students seeking continued education in professional-technical programs at the postsecondary level.
- iii. Clarify the kind of educational preparation necessary to successfully enter and complete postsecondary studies. Mathematics and science are essential for successful performance in many professional-technical programs. Programs of a technical nature generally require greater preparation in applied mathematics and laboratory sciences.
- iv. Clarify that professional-technical programs of one or two years in length may require additional time if applicants lack sufficient educational preparation.
- e. Professional-Technical Regular Admission

Students desiring *Regular Admission* to any of Idaho's technical colleges must meet the following standards. Students planning to enroll in programs of a technical nature are also strongly encouraged to complete the recommended courses. Admission to a specific professional-technical program is based on the capacity of the program and specific academic and/or physical requirements established by the technical college/program.

- i. Standards for high school graduates of 1997 and thereafter
 - 1) High School diploma with a minimum 2.0 GPA¹; and,
 - Placement examination² (CPT, ACT COMPASS, ACT, SAT or other diagnostic/placement tests as determined by the institution. CPT or ACT COMPASS scores may also be used to determine placement eligibility for specific professional-technical programs.); and,

¹An institution may choose to substitute a composite index placement exam score and high school GPA for the GPA admission requirement.

²If accommodations are required to take the placement exam(s) because of a disability, please contact the College to which you are interested in applying.

- 3) Satisfactory completion of high school coursework that includes at least the following:
 - a) *Mathematics -- 4 credits* (6 credits recommended) from challenging math sequences of increasing rigor selected from courses such as Algebra I, Geometry, Applied Math I, II, and III, Algebra II, Trigonometry, Discrete Math, Statistics, and other higher level math courses. Two (2) mathematics credits must be taken in the 11th or 12th grade. (After 1998, less rigorous math courses taken in grades 10-12, such as pre-algebra, review math, and remedial math, shall not be counted.)
 - b) Natural Science -- 4 credits (6 credits recommended, with 4 credits in laboratory science) including at least 2 credits of laboratory science from challenging science courses including applied biology/chemistry, principles of technology (applied physics), anatomy, biology, earth science, geology, physiology, physical science, zoology, physics, chemistry, and agricultural science and technology courses (500 level and above).
 - c) *English -- 8 credits.* Applied English in the Workplace may be counted for English credit.
 - d) Other -- Professional-technical courses, including courses eligible for dual credit and organized work-based learning experiences connected to the school-based curriculum, are strongly recommended. (High School Work Release time not connected to the school-based curriculum will not be considered.)
- ii. Standards for others Seeking Regular Admission

Individuals who graduated from high school, received their GED prior to 1997, or who are at least 21 years old and who desire *Regular Admission* to the technical colleges must complete:

- 1) High School diploma with a minimum 2.0 GPA or -
- 2) General Educational Development (GED) certificate³ and -
- Placement examination (CPT, ACT COMPASS, SAT or other diagnostic/placement tests as determined by the institutions. CPT or ACT COMPASS scores may also be used to determine admission eligibility for specific professional-technical programs.)

³Certain institutions allow individuals who do not have a high school diploma or GED to be admitted if they can demonstrate the necessary ability to succeed in a technical program through appropriate tests or experiences determined by the institution.

10. Professional Technical Conditional Admission

Students who do not meet all the requirements for regular admission may apply to a technical program under conditional admission. Students who are conditionally admitted must successfully complete appropriate remedial, general and/or technical education coursework related to the professional-technical program for which regular admission status is desired, and to demonstrate competence with respect to that program through methods and procedures established by the technical college. Students desiring *Conditional Admission* must complete:

- a. High School diploma or GED certificate³
 and -
- b. Placement examination (CPT, ACT COMPASS, SAT or other diagnostic/placement tests as determined by the institutions. CPT or ACT COMPASS scores may also be used to determine placement eligibility for specific professional-technical programs.)
- 11. Professional Technical Early Admission

High school professional technical dual credit students may also be admitted as nondegree seeking students. Placement exams are not required for regular or conditional admission until the student has completed the 12th grade.

12. Professional Technical Placement Criteria: Procedures for Placement into Specific Professional Technical Programs

In addition to the requirements for admission to a technical program, students need to be aware that specific professional technical programs require different levels of competency in English, science and mathematics. Students must also be familiar with the demands of a particular occupation and how that occupation matches individual career interests and goals. Therefore, before students can enroll in a specific program, the following placement requirements must be satisfied:

- a. Each technical program establishes specific program requirements (including placement exam scores) that must be met before students can enroll in those programs. A student who does not meet the established requirements for the program of choice will have the opportunity to participate in remedial education to improve their skills.
- b. Students should provide evidence of a career plan. (It is best if this plan is developed throughout high school prior to seeking admission to a technical college.)
- c. Technical colleges employ formal procedures and definitions for program admission. Program admission requirements and procedures are clearly defined and published for each program.

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