STATE BOARD OF EDUCATION MEETING
April 13-14, 2016
University of Idaho
Bruce M. Pitman Center
International Ballroom
Moscow, Idaho

Wednesday, April 13, 2016, 8:00 a.m., Bruce M. Pitman Center, International Ballroom

BOARDWORK

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

CAMPUS TOUR

WORK SESSION (Time Certain: 1:00 pm)

A. BUSINESS AFFAIRS & HUMAN RESOURCES

Student Tuition & Fee Rates (Academic Year 2016-2017)

1. Boise State University – Student Tuition & Fee Rates
2. Idaho State University – Student Tuition & Fee Rates
3. Eastern Idaho Technical College – Student Tuition & Fee Rates
4. Lewis-Clark State College – Student Tuition & Fee Rates
5. University of Idaho – Student Tuition & Fee Rates

B. PLANNING, POLICY & GOVERNMENTAL AFFAIRS

Institution, Agencies, Special/Health Programs Strategic Plans

EXECUTIVE SESSION

Boise State University

1. To go into executive section pursuant to section 74-206(1)(c), Idaho Code "To consider acquiring an interest in real property which is not owned by a public agency."

Office of the State Board of Education

2. To go into executive session pursuant to Section 74-206(1)(b), Idaho Code, "To consider the evaluation, dismissal or disciplining of…a public officer, employee, staff member or individual agent, or public school student."

STATE BOARD OF EDUCATION
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Thursday April 14, 2016, 8:00 a.m., Bruce M. Pitman Center, International Ballroom

OPEN FORUM

CONSENT AGENDA

BAHR

1. Retirement Plan Committee Appointment

IRSA

2. Programs and Changes Approved by Executive Director – Quarterly Report
3. Graduate Program Review – Summary

PPGA

4. Alcohol Permits – President Approved Report
5. Idaho Indian Education Committee Appointments

SDE

6. Professional Standards Commission Appointments
7. BYU Idaho – Special Education – Exceptional Child Generalist Program

PLANNING, POLICY & GOVERNMENTAL AFFAIRS

1. University of Idaho Annual Report
2. Presidents' Council Report
3. Nez Perce State Tribal Education Partnership
4. 2016 Legislative Update
5. Accountability Oversight Committee – Recommendations
6. Amendment to Board Policy – Section I.P. - Idaho Indian Education Committee – First Reading
7. Amendment to Board Policy - Section I.T. - Title IX Policy – First Reading
8. Amendment to Board Policy IV.B. - State Department of Education, Standards Setting – First Reading
9. Idaho State University – Administrative Unit Name Change

DEPARTMENT OF EDUCATION

1. Superintendent's Update
2. Temporary and Proposed Rule – IDAPA 08.02.03.004 – Rules Governing Thoroughness, Incorporation by Reference – ISAT Level Descriptors

INSTRUCTION, RESEARCH & STUDENT AFFAIRS

1. Core Principles for Transforming Remediation
2. Amendment to Board Policy - Section III.T. - Student Athletes – First Reading

3. Amendment to Board Policy – Section III.P. - Students – Second Reading
4. Boise State University – Ed.S. Educational Technology

AUDIT

1. Amendment to Board Policy – Section - V.H. Audits – Second Reading

BUSINESS AFFAIRS & HUMAN RESOURCES

Section I – Human Resources

1. Amendment to Board Policy - Sections II.H; II.B. and II.F.– Coaches and Athletic Directors - First Reading
2. Boise State University - Multi-Year Employment Agreement – Defensive Coordinator - Men's Football
3. Boise State University - Multi-Year Employment Agreement – Special Teams Coordinator - Men's Football
4. Boise State University - Multi-Year Employment Agreement – Co-Offensive Coordinator - Men's Football
5. University of Idaho - Multi-Year Employment Agreement – Women's Soccer Team Head Coach
6. Lewis-Clark State College – Chief Executive Officer Compensation

Section II – Finance

1. Amendment to Board Policy - Section V.X. – Intercollegiate Athletics – First Reading
2. Amendment to Board Policy - Section V.R. – Establishment of Fees – Second Reading
3. Intercollegiate Athletics – FY2015 Gender Equity Reports
4. FY2017 Appropriations
5. FY2018 Budget Guidelines
6. Boise State University – Facility Lease – Bronco Shop
7. Boise State University – Issuance of General Refunding Bonds
8. Boise State University – Professional Fee Request
9. University of Idaho – Multi-Year Contract – United Healthcare Student Resources
10. FY2017 Opportunity Scholarship – Educational Costs

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. The board meeting will commence at 9:00 am on Wednesday, April 15th, any items not addressed on Wednesday will carry over to Thursday April 16th. Time certain items will be addressed during the time listed on the agenda.

1. Agenda Approval

   Changes or additions to the agenda

2. Minutes Approval

   BOARD ACTION

   I move to approve the minutes from the February 17-18, 2016 regular Board meeting, and the February 25, 2016 special Board meeting as submitted.

3. Rolling Calendar

   BOARD ACTION

   I move to set April 12-13, 2017 as the date and the University of Idaho as the location for the April 2017 regularly scheduled Board meeting.

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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
February 17-18, 2016
Boise State University
Student Union Building
Boise, Idaho

A regularly scheduled meeting of the State Board of Education was held February 17-18, 2016 at Boise State University's Simplot Ballroom in Boise, Idaho.

Present:

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

Absent:

Wednesday, February 18, 2015

Board President Don Soltman called the meeting to order at 1:00 pm Mountain Time and welcomed the Board members to the meeting.

BOARDWORK

1. Agenda Review/Approval

BOARD ACTION

M/S (Critchfield/Goesling): To amend the agenda to move the setting of the rolling calendar to Thursday's portion of the meeting at the end of the PPGA agenda, and to pull Tab 13 of the Planning Policy & Governmental Affairs agenda. The motion carried unanimously 8-0.

2. Minutes Review / Approval

BOARD ACTION

M/S (Atchley/Clark): To approve the minutes from the November 30, 2015 special Board meeting, the December 9-10, 2015 regular Board meeting, the January 11, 2016 special Board meeting, and the January 21, 2016 special Board meeting as submitted. The motion carried unanimously 8-0.

WORKSESSION

PLANNING, POLICY & GOVERNMENTAL AFFAIRS (PPGA)

A. Board Member Professional Development

Matt Freeman introduced Dr. Thomas C. Meredith, Senior Fellow, from the Association of Governing Boards (AGB) to facilitate the work session. He reviewed the topics and pointed out the work session will provide the Board with a unique opportunity to interact with an expert consultant.

Dr. Meredith reviewed the discussion points from his prior visit with the Board and reflected on some comments they shared regarding serving on the Board. He pointed out he would be covering four main topics today: The consequential board, presidential assessment, presidential compensation, and board self-evaluation.

Ms. Critchfield requested a copy of the AGB's *Consequential Boards* literature from the Trusteeship Magazine.

Dr. Meredith reviewed the hallmarks of effective boards which included governance (not management), operating with trust and candor, focusing on strategic issues that matter most, not tolerating personal agendas, taking time to listen to opposing views, recognizing the student and quality of education as the highest priority, assuming responsibility for both advocacy and oversight, committing to due process and academic freedom, balancing institutional needs with state's needs and priorities, to impose and insist on the highest ethical standards, to openly debate important issues but speak with one voice once decisions are made, and to make comprehensive board orientation and continuing education a priority.

Dr. Meredith reminded the Board to be in communication with state agency and political leadership and of its importance and benefit. The Board should be engaged as a partner for the benefit the state and to help the state get to where it needs to be. He discussed sequencing things in general and how Boards plot out what needs to take place in order to move from A to B. Such sequencing includes the responsibilities and communication of the parties involved (parents, teachers, administrators, presidents and Boards, etc.) that takes part toward the end goal. He also pointed out the importance of short term goals that help propel the momentum toward the full goal and accountability of those involved.

The discussion moved toward institutions reporting to the Board. Dr. Clark and a number of Board members would prefer the institutions use a template when reporting to the

Board. The template idea was supported, but members were reminded that the pre-work needs to be done and presented to the institutions so they are not blinded by reporting expectations. Dr. Meredith recommended using a dash board of items that can be measured at each institution, recognizing there are also some elements that differ at each institution. He emphasized the president being accountable for the institutions' overall performance.

After further discussion, Dr. Meredith asked questions of the Board and encouraged deep thought on things such as: Does this board make a difference, do meetings matter, is the institution/system better, does it use a consequential agenda or transactional agenda, does it allow time for discussion, how is talent utilized to think strategically, and how to consider strategic questions about the future. He recommended the Board thoroughly review the agenda and ask whether the items are things the Board should be spending meeting time on. He recommended putting everything possible in the consent agenda and using valuable meeting time for those items that really require discussion, strategic review, and conversation. He said if things are heavily stacked on the agenda because of because of policy, then change policy. If it is a law, then perhaps work on changing the law. Other questions were related to Board member trustworthiness, high risk areas for the Board, strategic plan goals and successes, and that the budget is tied to the strategic plan.

Dr. Meredith reminded Board members that great trustees are engaged. They keep learning, know their colleagues, keep students first, avoid the shoelace syndrome (otherwise known as conflict avoidance) to avoid difficult discussion or motion. He reminded the Board to think strategically, advocate as well as oversee, to make meetings teaching moments, and to remember the "body corporate" – that the Board operates as a body. Additional reminders included learning the Board culture, being supportive of presidents, the fragility of institutions, read and be prepared, understand it's not about you individually, and he reminded them to enjoy the work at hand.

Next, the meeting moved to the discussion of presidential assessments. Dr. Meredith indicated that he had a conversation with each one of the four-year presidents, and reported on their overall comments. One of the common complaints from the presidents was the lack of follow-up on presidential evaluations; overall they felt the evaluations were not very meaningful.

The group discussed the current presidential assessment process and shared a few things they felt are good about it. Dr. Meredith asked about the weaknesses. Board members indicated they are reluctant to talk about the difficult items during evaluations and there hasn't been enough work ahead of time on the evaluations in setting meaningful goals and developing discussion points. The most useful evaluations seemed to be tied to goals that are mutually recognized and strategically important. One suggestion was to have both a formal and an informal evaluation. For instance, having informal evaluations throughout the year so when the formal evaluation comes up there are no surprises and the progress can be seen (or not) from the beginning of the cycle. Another recommendation was a quarterly report on goals. Dr. Meredith pointed out the evaluation should be a process of developing leadership, and providing assistance. He reviewed

purposes of assessments and to also ask questions about the president's purpose. A couple of things to think about for annual presidential evaluations: Why did you hire this person? What did they think they were being hired to do? Work out a timetable and sequence with the president to review presidential self-assessments, agreed upon goals and progress toward those goals. What data trends regarding enrollment, retention, completion, and so forth should be a part of the template. Dr. Meredith pointed out that unfortunately during a presidential search the real questions aren't posed, but a lot of generalities are made. During the meeting with the president – who is present? He pointed out the atmosphere should be positive. There should be an open forum for Board members to ask questions, the president should be able to review progress of each goal, he/she should be able to discuss concerns and issues. If the Board or any of its members have concerns about a particular president or faculty member, be sure to give the Board president a heads up about those concerns so it doesn't come as a surprise during the evaluation. Also make sure next year's goals are discussed and agreed upon and be sure to ask about the president personally, even his/her spouse. Dr. Meredith recommended if the Board goes with a smaller group during evaluations, perhaps three would be a good number.

Related to the setting of president goals, the president should initiate; he/she should make them stretch goals, have five or six big goals and make them measurable, maybe include a personal goal or two. The Board should discuss the goals with the president and both agree on a final list for next year. Boards must also realize there are many factors that can disrupt progress on particular goals in a given year.

Related to presidential assessment and annual follow-up – the Board needs to discuss and grade each goal as "accomplished", "made substantial progress", "made insufficient progress", or "made no progress" or something similar. Stay away from a numerical rating. Mr. Soltman asked for Board member feedback on the grades noted. Dr. Clark recommended using for the high achievers something that indicates "exceeds" for instance "exceeds expectations". Dr. Meredith pointed out the Board members likely will not all see each grade in the same light and that is where discussion is important. Mr. Westerberg recommended the germane committee, PPGA, work on recommending goals that make sense to the Board and that they agree with to evaluate presidents on. Dr. Meredith reminded Board members that the goals should be developed by the presidents and reflect the needs of the system and the state. Mr. Westerberg clarified that the PPGA committee would approach the president's for recommendations. Dr. Clark added that if the Board is serious about the 60% goal, then certain expectations should be mandated related to goals. Mr. Soltman commented it might be helpful for a smaller group to evaluate presidents. Dr. Hill urged the Board to start now on the process – lay out a formal process – so presidents are ready by May for the evaluations and have time to provide feedback. Dr. Hill also recommended laying the groundwork for a revised annual process for these evaluations well in advance. The group discussed having the presidents' goals made available for Board member review at the April Executive Session. Dr. Clark recommended expecting a certain number of goals from certain specific over-arching areas. Mr. Westerberg pointed out the goals should be tied to institution strategic plans and areas the Board sees as very important (retention for example), and to make sure the goals are things the Board feels presidents should be working toward; the budget

should also be included and reflective of the goals (i.e., increase support services, funding needs, etc). The group concluded they would ask for the input of the presidents first and then give feedback. Dr. Hill suggested President Soltman introduce the ideas to the President's Council at their March meeting. Mr. Soltman confirmed he would introduce the ideas and timing discussed during today's work session to the presidents and request feedback. To summarize, process items from the work session included that the PPGA committee will solicit president goals for the coming year and Board members will review and discuss those goals at the April Executive Session. Mr. Soltman asked Dr. Meredith to review the current presidential evaluation form and provide feedback at a later date.

Dr. Meredith also recommended some things for mid-year evaluations such as a short verbal conversation with presidents (no hard materials being submitted). Discuss the goals that were agreed upon and issues or barriers ahead of those goals – perhaps with the Board President, the Executive Director, and the institution president. Circling back to the follow-up, Dr. Meredith pointed out it is important as quickly as possible after the session, for the Board president and one other person (Executive Director) to meet with the president to go over the Board's assessment, to pay complements, and to discuss concerns that have been expressed. If there are serious concerns, a plan for improvement would be expected from the president in a reasonable period of time. A mid-year verbal update on progress toward achieving the goals is recommended.

Dr. Meredith went on to discuss a different assessment process which is the periodic comprehensive assessment or 360 degree review. The 360 is designed to enhance leadership development and/or determine if the institution is on course with the Board's direction. This review occurs every three to five years. Interviews are held and a more comprehensive data gathering takes place. In addition, the president submits a written self-assessment with draft goals for the next year. Dr. Meredith reported many boards are interested in the perceptions of the president's performance. The referenced interviews are conducted with faculty representatives, students, campus staff, administrators, alumni, foundation, political figures, community leaders, board members, etc. All interviews are conducted on the theme of leadership development with only constructive criticism accepted. Often an outside entity conducts the interviews. A final report is prepared by the interviewer complete with recommendations if desired. A meeting is then held with the president by the interviewer to go over the report and recommendations. Sometimes the board president may choose to sit in. A meeting is then held with the whole board to go over the final report and hear comments and asks questions. The president then joins the meeting for discussion. Action plans for improvement can be developed at this point if necessary.

Dr. Meredith offered a side note on strategic planning, recommending small progress reports on the strategic plan (a matrix of where we are at toward each goal). Too many places build a strategic plan and then don't know where they are on it. He felt the plans should be reviewed once a year as a regular tab-keeping exercise to make sure things are progressing. He pointed out long strategic plans are too difficult to keep from over complicating; shorter strategic plans are better for keeping on task. He also pointed out the importance of the presidents' aspirations and dreams for the university and campus, and the importance of encouraging them to share that type of information.

Moving on to discuss compensation, Dr. Meredith indicated that whenever you talk about salaries it needs to include relevant information. He recommended the Chronicle for Higher Education - a weekly publication that covers all the latest news on higher education. Annually they publish a report of all presidential salaries which includes housing, cars, and additional compensation. He also recommended CUPA – College and University Personnel Association for reference materials on salaries. He pointed out the Ed Trust Organization is a reference that provides comparative information between institutions, such as gpa, retention rates, graduation rates, tuition rates, student body and characteristics, etc.

Regarding the Board's self-evaluations, Dr. Meredith felt it was a good exercise using good questions, but questioned what is done with it. Board members confirmed it is an exercise they do at the Board Retreat, but usually no action follows it. Dr. Meredith pointed out a lot of board's survey themselves for a better working board. They ask if they are getting enough materials to make good decisions, are they getting too much material, what improvements could be made, discuss suggestions, and so forth.

At this time Board President Soltman indicated they would move into Executive Session at a time certain of 4:30 PM Mountain Standard Time (MST).

EXECUTIVE SESSION (time certain – 4:30 p.m.) – Closed to the public

1. Office of the State Board of Education

2. Lewis-Clark State College

BOARD ACTION

M/S (Atchley/Goesling): To go into executive session pursuant to section 74-206(1)(e), Idaho Code, "To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations."

And

To go into executive session pursuant to Section 74-206(1)(b), Idaho Code, "To consider the evaluation, dismissal or disciplining of…a public officer, employee, staff member or individual agent, or public school student." A roll call vote was taken and the motion carried unanimously 8-0.

BOARD ACTION

M/S (Hill/Clark): To go out of executive session. The motion carried unanimously 8-0.

Board President Soltman recessed the meeting at 6:38 pm MST immediately following Executive Session.

Thursday February 18, 2016, 8:00 a.m., Boise State University, Simplot Ballroom, Student Union Building, Boise, Idaho.

Board President Soltman called the meeting to order at 8:00 a.m. MST for regularly scheduled business.

OPEN FORUM

There were no participants during Open Forum.

CONSENT AGENDA

BOARD ACTION

M/S (Atchley/Hill): To approve the Consent Agenda as presented. The motion carried unanimously 8-0.

BAHR

1. Boise State University – Multi-Year Service Agreement – Aramark

By unanimous consent to authorize Boise State University to enter into a food service contract with Aramark in conformance with the contract in Attachment 1.

PPGA

2. Boise State University – Micron Facility Naming

BOARD ACTION

By unanimous consent to approve Boise State University's request to name the new Center for Material Research facility "Micron Center for Materials Research."

3. Boise State University – Micron School Naming

BOARD ACTION

By unanimous consent to approve Boise State University's request for the naming of the new School of Materials Science and Engineering to be named the "Micron School of Materials Science and Engineering."

4. Alcohol Permits – President Approved – Report

This item was provided in the agenda materials for informational purposes only. Any action will be at the Board's discretion.

PLANNING, POLICY & GOVERNMENTAL AFFAIRS (PPGA)

1. Boise State University - Annual Report

Boise State University (BSU) President Dr. Bob Kustra provided an annual report to the Board. He introduced to the Board Dr. Gordon Jones who joins BSU from the Harvard Innovation Lab. Dr. Jones is the Dean of the New College of Innovation and Design. Dr. Kustra reported on another great year for Boise State University, pointing out the university has been classified as a doctoral research university. Dr. Kustra indicated construction would begin soon on the new Honors College which will hold over 600 beds and provide opportunities for Honors College and other students to live on campus. He introduced *Bronco Fit* which is a program that strives to create an institute that will focus on population health, research, and creative new ways to foster healthy behavior while students are in college and beyond. One of the proposals is to provide primary care for all students at flat fee of around $150 per student per semester. He provided updates on the new School of Public Service and on the College of Innovation and Design. Dr. Jones provided an update of his work to date and outlined three areas that the college is focused on which are innovating inside universities today, experimenting with the future university, and imagining new connections for the university to the community. Dr. Jones reported on a number of degrees and certificates under the College of Innovation and design. He shared some of the activities and innovations already underway at the college, along with faculty and industry collaborations in support of those activities, and how they also emphasize bridge to career expansions, and university connections with the community. Their goal is to be a catalyst to innovation.

2. President's Council Report

Chair of the President's Council, Dr. Tony Fernandez, provided a report to the Board of the January 5th President's Council meeting. He reported that the meeting was highlighted by a visit from Governor Otter who recapped his higher education initiatives including tuition lock and the adult learner scholarship. The Governor and presidents discussed support for a community college in eastern Idaho. The group discussed a Learning Management System (LMS) vendor. Idaho Digital Learning academy (IDLA) and five institutions (BSU, UI, LC, ITech, and NIC) have committed to the LMS project

with three institutions (CWI, CSI, and ISU) that could opt in later; high schools will be able to opt in as well. The State Department of Purchasing is managing the RFP with technical aspect assistance from BSU and IDLA. All institutions will review the RFP, and the RFP will be released in March/April. Finalists will be given the opportunity to provide demonstrations and a decision will be made by Fall. Institutions will cover the cost of training for their staff.

At this time Ms. Critchfield requested the Presidents and Board discuss the rolling calendar. Dr. Fernandez indicated there was a proposal from the Board on the possibility of having half the Board meetings at a centralized location and the Board sought presidential input on the idea. Dr. Staben and others commented that they find great value in the Board visiting each campus and expressed some disappointment with the idea of centralizing the meeting locations. The group discussed the various costs involved in hosting the meetings as well as with travel, and institutions would work up estimates for the Board on expenses and/or savings. They also discussed trying to keep the number of staff that travel to the meetings at a minimum. Board presidents also agreed that there is benefit to the campuses, faculty, and staff by having the Board members' present on campus.

3. Idaho Public Charter School Commission – Annual Report

Ms. Tamara Baysinger, Public Charter School Commission (Commission) Director, provided a report to the Board. She reviewed the members of the Commission and pointed out a new commission member – Evan Frasure, who replaced commissioner Esther VanWart. Ms. Baysinger provided an overview of the PCSC. She indicated they have enjoyed an increase in staff from FY 15 from 2.5 to 4 FTE, and their budget has increased 41%, which was mostly due to the increase in staff. Enrollment in authorized schools is up in the brick and mortar schools and down slightly in virtual schools. She reviewed the 2015 annual performance reports and the data she reported on was largely related to proficiency. Growth data will be available at a later time. Ms. Baysinger provided an overview of demographics illustrating the kinds of students charters are serving, and relative to most charter schools, they are serving a more diverse population. She reported that messaging to the community is important for charters so the community knows all students are welcome to attend public charter schools and are entitled to receive the same services as a traditional school (i.e., special education, or free and reduced lunch). SAT results showed charter school students scoring higher overall, as well as higher in college readiness.

Ms. Baysinger reported that the majority of charter schools are doing very well operationally, and reported on school performances, operational accountabilities, and financial accountability designations. Related to operational outcomes, the majority of schools fell in the *honor* designation, and no schools fell in the *critical* designation. She reported on financial outcomes. Idaho's public charter schools received $94,231,644 in state funding during FY15. She reported that the majority of PCSC portfolio schools score well on near-term measures. Financial sustainability is of greater concern, with nearly one-third of schools earning fewer than 60% of points possible in the financial sustainability category. There were seven schools falling into the accountability

designation of *remediation* and *critical* and face both near-term and sustainability concerns.

Ms. Baysinger reported that in 2014 there was a fairly comprehensive on-site evaluation conducted by the National Association of Charter School Authorizers (NACSA). She indicated they are in agreement with the vast majority of the recommendations, and in looking ahead the PCSC continues implementation of those recommendations, as well as continuing to broaden the scope of resources provided to charter schools and the commissioners. She pointed out a large portion of this year's work will be focused on the renewal process which will require a heavy workload at the beginning of the process. The process focuses on the weakest schools in the beginning and then they move to the strongest schools.

4. Idaho Digital Learning Academy (IDLA) Annual Report

Ms. Cheryl Charlton, CEO, provided a report to the Board and was assisted by Dr. Sherawn Reberry, Director of Education Programs, and Mr. Ryan Gravette, Director of Technology. She welcomed as a guest to the meeting Ms. Amy Hirotaka, State Policy and Advocacy Manager from Code.Org out of Seattle, WA. Ms. Charlton commented on the partnership with Code.Org, Idaho Technology Council, and IDLA, pointing out it is the first in the nation of its kind. Dr. Reberry reported on the progress over the past 18 months with the aforementioned partnership. One highlight has been the training of over 300 teachers K-12 throughout Idaho in computer science. She provided an overview of IDLA courses, course and teacher quality, and their partnership with the Division of Professional Technical Education – PTE Digital. She remarked on the many different courses that support the pathway to college and career, along with an increase in enrollments in advanced opportunities. Dr. Reberry also reported on the collaborative counselor training initiative (CCTI).

Moving on, Mr. Gravette provided a report on enrollments and that IDLA has served 22,856 enrollments from 2014-2015. He reported on the district portal, how it looks and how IDLA is working to improve the log-in and navigation process – improving access to students and users. He introduced the Education Resource Library (ERL) which enables teachers to access digital resources available across the state.

Superintendent Ybarra spoke of her appreciation of IDLA and what it's doing for Idaho. Dr. Clark remarked on the tools of the IDLA and that the management piece will be critical. Ms. Atchley asked about the make-up of students and Ms. Charlton responded that the student population is diverse.

5. Idaho Educational Services for the Deaf and Blind Annual Report

Administrator for the Idaho Educational Services for the Deaf and Blind (IESDB), Brian Darcy, provided a report to the Board, pointing out this is his sixth year with the IESDB. He reviewed their Board members and remarked on their strong leadership team. He reported on their continuum of services for the deaf and blind that starts from birth. Mr. Darcy reported on their two big programs: Outreach and Campus. Outreach has served

over 1,812 students and over 30 teachers across the state provide a variety of services to students. The teachers and the IESDB serves as a constant in the lives of the people they serve. Teachers have very significant caseloads and serve seven different regions. The IESDB offers short term programs regionally both for students and for staff. One program in particular is in a partnership with Vocational Rehabilitation and is a work study program targeting 14-18 year olds. Also related to Outreach, Mr. Darcy reported on their media and library services.

Mr. Darcy indicated the actual campus was established in 1908 in Gooding, ID. He reported that the school runs Monday through Thursday where students arrive Sunday night and then return home Thursday afternoon. He reported on an increase in enrollments and they currently have 95 students on campus; they have not had that number of students on campus in nearly 15 years. He reported on the number of collaborations that make their services possible and shared several examples of the experiences that their students have been able to participate in.

Mr. Darcy reported on future requests such as with their irrigation system, updated windows at one of the buildings, and an upgrade of their Round Building. He reported on the Governor's budget recommendations that total a one-time request of $517,600. Moving on to strategic planning, Mr. Darcy reviewed their goals and foreseeable barriers – the largest barrier being the lack of qualified teachers. He reviewed their partnerships and spoke of how important those partnerships are.

At this time, Dr. Kustra took a moment to introduce and recognize Michael Carter of the Strive Program who was in Boise today presenting to the Senate Education Committee. The Strive Program is one where college students mentor high school juniors and seniors. In Fall of 2013, the program started with 19 students and now has over 300. Over 80 high schools have reached out for the assistance if the Strive Program.

6. Idaho State Historical Society – Museum Update

Ms. Janet Galimore, Executive Director, provided an update to the Board that included an overview of the Idaho State Historical Museum, the expansion renovation, and the new educational exhibition experiences. She introduced Ms. Chris Brady from her team to assist with the presentation. Ms. Gallimore provided agency highlights and pointed out that their services are mandated by federal law. Their major project over the past three years has been the planning, development, and funding of their new Historical Museum located in Julia Davis Park. She reviewed the timeline of the Historical Museum and how the project will serve as an educational resource, and contribute to the economic vitality of the city, along with being a great benefit to its citizens. She reported on the influence from Idaho's five federally recognized Indian tribes, and how the museum will engage visitors with Idaho's past, present, and future.

Ms. Gallimore walked the Board through a time line from the beginning of the Historical Society to where it is today, and provided a visual "fly through" animated presentation of how the new museum will look in both the upper and lower level galleries. The museum will also have areas available for lecture. It is anticipated to open in December 2017.

7. Every Student Succeeds Act - Overview

Ms. Alison Henken, K-12 Accountability and Projects Manager from the Board office provided an overview to the Board on the Every Student Succeeds Act (ESSA). She indicated the ESSA was signed into law on December 10, 2015 and pointed out that in reviewing third-party summaries, it is clear the law is already being interpreted differently in a number of areas. She pointed out the US Department of Education has started implementing the federal rulemaking process to provide additional guidance to states for areas that are less clear. This and future ESSA reviews will provide the Board with the opportunity to evaluate existing programs and provide guidance to Board and Department staff on areas that might warrant changes or to identify new programs the state might like to explore.

She reviewed overall changes which provide states with increased authority and flexibility. Some of those changes include funding for many special programs being rolled into the state's allocation and new language requiring teachers to meet state certification and licensure standards. Waivers of state accountability systems are effective until August 2016, and new accountability systems and revised formula grants are effective in 2017-18. Ms. Henken indicated changes in requirements will necessitate submission of new plans for Title I, II, and III. The State Education Agency (SEA) is responsible for creating and submitting these plans and the Governor must be given opportunity to review and sign the Title I and II plans. Ms. Henken reviewed changes and highlights to the requirements of Title I through Title IX.

8. Accountability Oversight Committee – Statewide Accountability System Framework Timeline

Ms. Critchfield introduced the item and provided some historical information related to the framework that had been recommended by the Boards Accountability Oversight Committee (AOC) at the October Board meeting. In December 2016 the Elementary Secondary Education Act (ESEA) was reauthorized which precipitated a pause in the development of that framework. Ms. Critchfield indicated that since now more is known on the expectations and requirements of the new law, the AOC is presently working on developing an accountability system for Idaho recommendation and plan to present the new framework to the Board at the June 2016 meeting. Dr. Clark reported that the Committee sees a viable opportunity to create a single accountability system that meets both Federal requirements and the states' needs and it is seeking input on the system. The accountability framework and subsequent accountability system recommendation will include broad stakeholder feedback prior to final consideration by the Board.

9. 2016 Legislative Update

Mr. Blake Youde Chief Communications Officer from the Board provided an update on legislation effecting the state educational system. Mr. Youde highlighted some of the larger pieces of legislation and where we are at in the process. A summary was also provided in the Board agenda materials. He pointed out HB 450, the Literacy Intervention

Bill, and the charter school replication legislation, is scheduled to be heard by the House Education Committee this week. The Career Ladder legislation will be heard in committee very soon, and Chairman DeMordaunt has personally taken the lead on this legislation. Two pieces will not be heard this year as it is felt they need to mature more; one was related to how school districts are funded, and the second was requested by the Professional Standards Commission related to investigations of a certificate holder.

Mr. Youde pointed out HB 459, which is the support for the start-up of a community college in eastern Idaho, was heard this morning in Committee, and Senate Bill 1291 which is the Governor's Adult Degree Completion Scholarship will be heard in Senate Ed. Senate Bill 1290 is headed to the full senate and is in regard to college and career counseling. SCR 134 is sailing through both chambers and should be done by early next week. Mr. Freeman reported that HB 459 did pass committee this morning.

10. Idaho State University Mission and Core Themes

BOARD ACTION

M/S (Critchfield/Hill): To approve Idaho State University's mission statement and core themes as presented in Attachment 1. The motion carried unanimously 8-0.

11. Board Policy I.E. – Executive Officers – Second Reading

BOARD ACTION

M/S (Critchfield/Atchley): To approve the second reading of proposed amendments to Board Policy section I.E. Executive Officers, incorporating the reporting requirement, as submitted in Attachment 1. The motion carried unanimously 8-0.

There were no changes between first and second reading.

12. Board Policy I.Q. – Accountability Oversight Committee – Second Reading

BOARD ACTION

M/S (Critchfield/Goesling): To approve the second reading of amendments to Board Policy I.Q. Accountability Oversight Committee as submitted in Attachment 1. The motion carried unanimously 8-0.

There were no changes between first and second reading. Ms. Critchfield recommended a special meeting related to this item be held prior to the April meeting.

At this time Ms. Critchfield returned to Item 3 from the Boardwork section of the agenda.

3. Rolling Calendar

BOARD ACTION

M/S (Critchfield/Clark): I move to set February 15-16, 2017 and Boise State University as the location for the February 2017 regularly scheduled Board. The motion carried unanimously 8-0.

Related to discussion on the rolling calendar and whether to have a centralized location for many of the Board meetings, Dr. Hill expressed that he is opposed to the idea of having Board meetings centrally located and that the issue is not related to cost but related to doing to his job as a Board member. He was concerned of the importance of Board members visiting campuses in person. Dr. Goesling echoed those remarks. Superintendent Ybarra also expressed that she was originally in favor of the idea, but has since changed her mind to be supportive of visiting the campuses in person, as well as an opportunity to be present regionally for stakeholder and public visitation. Mr. Westerberg felt that the time at institutions should be spent more usefully and not just as a place to conduct meetings.

INSTRUCTION, RESEARCH & STUDENT AFFAIRS

1. Higher Education Research Council (HERC) - Annual Report

Dr. Mark Rudin, the current chair of HERC provided the Council's annual update to the Board, which included an update on the Center for Advanced Energy Studies (CAES) activities. Dr. Rudin reported on the membership of HERC including their industry representatives and what they bring to the table. Dr. Rudin reported on the HERC initiatives which also align with the HERC budget. The HERC Research Infrastructure Initiative provides funding to support science, engineering, and other research infrastructure. The HERC Incubation Fund gets ideas from research enterprise out to the community; currently 38 projects are being funded plus five new ones just this year. Dr. Rudin reviewed HERC IGEM projects which included projects with BSU and ISU. He also commented on CAES, its vision and mission, and provided an overview on how CAES was created. He reported on its governance and that it is a consortium agreement which delineates roles and responsibilities. The steering committee is comprised of VPRs of member universities and the Idaho National Lab (INL) Deputy Director. Dr. Rudin pointed out that the University of Wyoming was recently added to the consortium which has greatly expanded the consortium's reach, and remarked on the wind energy research that the University of Wyoming brings to the mix. He also provided a research example which was the FORGE – Frontier Observatory for Research in Geothermal Energy who is studying in the Snake River Basin. Dr. Rudin reported on how CAES research is reaching into communities, and on CAES by the numbers which in FY15 includes $3M in state support, $347,000 University of Wyoming investment, and $6.84M in INL support and investments. Dr. Rudin commented that outreach plays a huge role in the CAES return on investment. In FY 15, CAES had collaborated with over 84 different companies, and the investments the state and lab has made have resulted in nearly $17M in competitive money coming back to the state. Dr. Hill also pointed out that in 2014, the three universities spent in $143 million of external money (primarily federal dollars) on research, adding the research enterprise in Idaho is remarkable.

At this time the meeting recessed for lunch.

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

BOARD ACTION

M/S (Hill/Atchley): To approve the amendment to Board policy III.P.16, as presented in attachment 1. The motion carried unanimously 8-0.

Mr. Chet Herbst, Chief Fiscal Officer from the Board office, outlined the proposed amendments to the policy stating they eliminate the Board-level mandate that full-time students must obtain health insurance. The amended policy will give the presidents of Boise State University, Idaho State University, Lewis-Clark State College, the University of Idaho, and Eastern Idaho Technical College the authority to establish health-insurance requirements for all or particular groups of students (e.g., international students, intercollegiate athletes, students in designated health profession or student teachers, etc.). The amendment provides appropriate flexibility to the institutions and their students. It is anticipated that the amended policy will have a positive impact on access, enrollment, and affordability at the affected institutions.

3. Boise State University – Ph.D. in Ecology, Evolution and Behavior

BOARD ACTION

M/S (Hill/Westerberg): To approve the request by Boise State University to create a new academic program that will award a Ph.D. in Ecology, Evolution, and Behavior. The motion carried unanimously 8-0.

4. University of Idaho – Master of Public Administration – One-line Program Fee Request

BOARD ACTION

M/S (Hill/Goesling): To approve the request by University of Idaho to offer the Master of Public Administration through distance delivery and to assess an online program fee in the amount of $7,500 per year; for 9 credits per semester. The motion carried unanimously 8-0.

Mr. Soltman asked if it was a one or two year program. Dr. Kirsten, Dean of the College of Letters, Arts, and Social Sciences, responded it is a two year program.

5. University of Idaho – Master of Laws

BOARD ACTION

M/S (Hill/Atchley): To approve the request by the University of Idaho to offer a Master of Laws (LL.M.) degree starting in Summer 2016. The motion carried unanimously 8-0.

Dean Mark Adams from the College of Law, indicated this degree is focused on educating international students that hold a degree in law from their home country who are learning about law in the United States. The degree is only available at the Moscow campus where the resources are available to support international students.

6. University of Idaho – Bachelor of Science, Sociology, Criminology Emphasis – On-line

BOARD ACTION

M/S (Hill/Atchley): To approve the request by the University of Idaho to offer the Bachelor of Science with a major of Sociology, Criminology emphasis through distance delivery. The motion carried unanimously 8-0.

Dr. Hill asked who the targeted audience would be. Dean Kirsten responded it is for those who are currently working in that field and are in the degree completion process.

BUSINESS AFFAIRS & HUMAN RESOURCES (BAHR)

Section I – Human Resources

Mr. Westerberg requested unanimous consent to hold item two on the BAHR agenda to a future date as additional information would be available. There were no objections to the request.

1. Retirement Plan Committee Appointments

BOARD ACTION

M/S (Westerberg/Atchley): To appoint Sarah Jones, Brandi Terwilliger, Jeff Phelps, Eric Nielson, Richelle Sugiyama, Kent Kinyon, Jane Buser, and Bryan Raymond as members of the Board's Optional Retirement Plan Committee. The motion carried unanimously 8-0.

2. Chief Executive Officer Compensation – Item Held until Future Date

3. Boise State University – Multi-Year Employment Agreement – Women's Head Volleyball Coach

BOARD ACTION

M/S (Goesling/Clark): To approve the request by Boise State University to enter into a new multiyear agreement with Coach Garus commencing on February 28,

2016 and terminating on January 31, 2018, with the option for a one-year extension in substantial conformance with the terms of the agreement set forth in Attachment 1. The motion carried unanimously 8-0.

Dr. Hill asked about the annual percentage rate (apr) and grade point average (gpa) scores being used toward an incentive. Dr. Goesling, Athletics Committee Chair, explained why they included both in this contract. Mr. Westerberg recommended not straying too far from apr as it is so frequently used in the National College Athletic Association (NCAA). He also suggested keeping close to the model contract and not setting a precedent with this contract.

4. University of Idaho – Multi-Year Employment Agreement – Athletic Director

BOARD ACTION

M/S (Goesling/Clark): To approve the University of Idaho's multi-year employment contract for Athletic Director, Robert Spear, for a term commencing upon execution of the contract after approval, and terminating on August 12, 2019 with provision for a one year extension to August 12, 2020, in substantial conformance to the form presented to the Board in attachment 1. The motion carried unanimously 8-0.

Mr. Soltman asked what a one year extension does. Dr. Goesling responded it was at the institution's request so the coach would be present during some upcoming changes with their athletics program.

Section II – Finance

1. Intercollegiate Athletics – Financial Reports

The Athletics Reports present the financial status of the intercollegiate athletic programs and the participation of students in the various sport programs. The report on page seven shows all the institutions have positive fund balances and is included in the agenda materials.

2. Intercollegiate Athletics – Employee Compensation Reports

In FY 1997 the Board adopted an annual report on the compensation of the employees of the intercollegiate athletic departments. The reports were included in the agenda materials and include FY 2015 actual compensation and FY 2016 estimated compensation for each institution.

At this time the chair moved to item four of the BAHR Finance agenda.

4. Board Policy – Section V.R. – Establishment of Fees – First Reading

BOARD ACTION

M/S (Westerberg/Goesling): To approve the first reading of proposed amendments to Board policy Section V.R., Establishment of Fees, as presented in Attachment 1. The motion carried 6-2. Ms. Atchley and Dr. Hill voted nay on the motion.

Mr. Westerberg provided an update on the item and that the proposed amendment would enable institutions to respond to the BAHR Committee's invitation to forward any particularly worthy new candidates for differential/cost-based fees to the Board for consideration at the April tuition and fee setting meeting. This approach preserves the Board's current prerogative to approve special fee requests on a case-by-case basis. The change inserts the word "may" instead of "shall" in the policy.

Ms. Atchley was concerned this policy was too broad. Mr. Westerberg responded that he shares her concerns but the policy states the Board can respond and act differentially. Mr. Westerberg asked for any recommendations to come to BAHR between now and second reading.

At this time the chair returned to item three of the BAHR Finance agenda.

3. Outcomes-Based Funding (OBF)

Mr. Chet Herbst provided an update to the Board on the progress of the OBF planning team and the work to date. OBF will eventually replace enrollment workload adjustment (EWA) process with an OBF approach. A team consisting of financial and academic officers from the colleges and universities has been formed and work is underway. Mr. Herbst summarized that transitioning to an OBF system may provide a vehicle which may be better supported and understood by policy makers and participants. It is linked closely to the state's 60% goal and is more effective as an incentive to encourage degree completion, and more acceptable to policy makers as a means of linking funding to performance. Mr. Herbst provided an illustration of what other states participate in OBF. Mr. Herbst reviewed key objectives and assumptions, and reported on efforts to date in the work process and under discussion.

At this time, the Chair requested moving to item 6 and item 8.

6. Boise State University – Release of Reservation in Grant Deed on Real Property – College of Western Idaho

BOARD ACTION

M/S (Westerberg/Atchley): To approve the request by Boise State University to execute the Release of Reservation in Grant Deed (Attachment 2). The motion carried unanimously 8-0.

8. Idaho State University – Issuance of General Revenue Bonds

BOARD ACTION

M/S (Westerberg/Goesling): To approve a Supplemental Resolution for the Series 2016 Bonds, the title of which is as follows:

A SUPPLEMENTAL RESOLUTION of the Board of Trustees of Idaho State University authorizing the issuance of General Revenue Refunding Bonds, Series 2016, delegating authority to approve the terms and provisions of the Bonds, in the principal amount of up to $14,500,000; authorizing the execution and delivery of a Bond Purchase Agreement upon sale of the Bonds, and providing for other matters relating to the authorization, issuance, sale and payment of the Series 2016 Bonds. Roll call vote was taken and the motion carried unanimously 8-0.

Mr. Jim Fletcher, Financial VP from ISU, introduced the item stating that Idaho State University (ISU) is seeking approval to refinance certain outstanding bonds; the bonds are stock series bonds. The bonds from 2004 were put into place to finance the acquisition of land and improvements at University Place in Idaho Falls, and the 2007 bonds are general revenue bonds which financed the construction and addition to the Reed Gym Complex. The 2016 bonds would be issued solely for refinancing purposes; there are no new capital projects or other new funding related to the 2016 bonds. Mr. Fletcher indicated the refunding of the Series 2004B and Series 2007 in the aggregate principal amount of approximately $13,695,000 would result in a debt service net present value savings in the amount of approximately $2,000,000. He said they intend to do the pricing on March 1st and close on April 2nd.

At this time, they returned to item 5 of the BAHR Finance agenda.

5. Boise State University – Facility Lease and Purchase Agreement – Gardner Company

BOARD ACTION

M/S (Westerberg/Hill): To approve the request by Boise State University to execute its purchase option for condominiums (currently identified as Suites 140, 150, 200 and 300 at 777 W. Main Street, Condo Units: 1D, 1E, 2A, 3A and 3B) within the Clearwater Building and Centre Building, as described in the Lease Agreement between City Center Plaza Education, LLC and the State of Idaho By and Through Idaho State Board of Education and hereby delegate to the Vice President for Finance and Administration the authority to execute the needed documents and payments for an amount not to exceed $6,422,667. The motion carried unanimously 8-0.

Ms. Stacy Pearson from Boise State University provided an update on the item stating they feel this is the best purchase price for the facility. They have performed a financial analysis, and will use designated reserves for this purchase; no new debt will be issued.

7. Idaho State University – Capital Project – Remodel of the Turner Dining Hall, Design-Build Phase

BOARD ACTION

M/S (Westerberg/Atchley): To approve the request by Idaho State University to proceed with a design-build projection project to remodel Turner Dining Hall. The project would be accomplished with Non-State Funds in the amount of $1,175,000. The motion carried unanimously 8-0.

Mr. Jem Fletcher introduced the item to the Board indicating ISU is requesting approval to proceed with a design-build construction project to allow Chartwells, the current dining contract holder with ISU, to remodel the Turner/Garrison Dining Hall Facility.

9. Lewis-Clark State College – Proposed Summer Session Fee Discount

Mr. Westerberg introduced the item reporting that for the 2016 Summer Session, LCSC plans to propose a discount for Summer Session fees of up to 25% of the per credit rate which was approved by the Board in April, 2015. The proposed discount will reduce the approved per credit cost from $307 to approximately $230 per credit. Through the LCSC program prioritization process, Summer Session was identified as a program in need of significant restructuring. It is the intent of LCSC to offer an expanded and focused Summer Session that allows students the opportunity to meet graduation requirements and promote on time or accelerated degree completion.

DEPARTMENT OF EDUCATION

1. Superintendent of Public Instruction Update

Superintendent of Public Instruction, Ms. Sherri Ybarra, provided a report from the State Department of Education which was focused on their budget. She introduced Chief Deputy of Finance Tim Hill and Assistant Chief Financial Officer Louie Konkol to provide the presentation and overview. Mr. Hill pointed out the agenda materials contained two handouts: one on a zero-based overview, and the other a base-plus overview. Mr. Hill reported on how the Department breaks down their statutory and non-statutory expenditures and explained the Public Education Stabilization Fund (PESF) which is a vehicle to absorb any variances in actuals relative to the Department's appropriation. He explained how federal expenditures tie into the equation, and how support units are divided into the net state funding. He pointed out that support units are what essentially drives distribution. Mr. Hill next reviewed the general fund appropriation and what it includes in various categories.

2. Temporary Rule – IDAPA 08.02.02.111 – Bullying, Harassment, and Intimidation

BOARD ACTION

M/S (Ybarra/Goesling): To approve the Temporary Rule amendment to IDAPA 08.02.02, creating a new section 111, Rules Governing Uniformity - Bullying, Harassment and Intimidation Prevention. The motion carried unanimously 8-0.

Mr. Matt McCarter, Director of Student Engagement, provided an overview to the Board of the temporary rule. He indicated in August 2015 the Board approved a proposed rule regarding bullying, intimidation, and harassment. The proposed rule was not submitted for publication by the Department and the rulemaking was vacated. At this time, the temporary rule is before the Board for consideration. Mr. Goesling asked about the feedback they received. Mr. McCarter responded the feedback was based on further defining bullying and it was vetted with a number of stakeholder groups. This temporary rule serves as a baseline and will be followed-up with a proposed rule after the legislative session. The proposed rule will go through the negotiated rulemaking process and will be brought before the Board at a later date.

3. Professional Standards Commission Annual Report

BOARD ACTION

M/S (Ybarra/Clark): To accept the Professional Standards Commission 2014-2015 Annual Report. The motion carried unanimously 8-0.

Director of Certification Lisa Colon was available for questions. This report advises the State Board of Education regarding the accomplishments of the Professional Standards Commission (PSC) at the conclusion of each fiscal year. Ms. Critchfield asked if the Commission is fully staffed and how long the term is. Ms. Colon responded in the affirmative and that the term is three years; members can serve two consecutive three-year terms.

4. Idaho Standards Achievement Test – Parent Reports

Dr. Cheryl Findley, Director of Assessments, and Nancy Thomas Price, Comprehensive Assessment System Coordinator, provided a report to the Board on the Smarter Balanced reports from the ISAT and how teachers can utilize them to understand where their students are in their learning.

Ms. Nancy Thomas Price reported on that the system is a balanced assessment system and not simply and end of year assessment. It includes a digital library, interim, and summative assessments. She shared examples of a district report and how it might look, along with how classroom reports and trend reports might look and that they can drill down to certain targets. She also illustrated how the different reports may be used and how specific areas can be addressed rather than the broad categories of a summative assessment. These reports are also beneficial in illustrating to parents where their children may need assistance or to apply additional work; it clearly shows where the student needs help.

Dr. Clark asked how quickly the teachers and parents are able to use the information from the testing and scoring and what a reasonable amount of time would be. Dr. Findley responded that three to four weeks would be reasonable and it occurs in June. She added that interim results are immediate. Dr. Clark pointed out the timeframe is after school is out and to hold the vendor to a shorter timeline and be able to have the results

when the student is still in school would be most beneficial. It would also allow the results to be sent home with students which would decrease the cost of mailing the results out after school is out. Ms. Ybarra acknowledged that would be something to think about in the future.

OTHER BUSINESS

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

M/S (Westerberg/Critchfield): To adjourn the meeting at 2:57 p.m. 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

DRAFT MINUTES
IDAHO STATE BOARD OF EDUCATION
February 25, 2016
Office of the State Board of Education
Len B. Jordan Building, 3rd Floor
Boise, Idaho

A special meeting of the Idaho State Board of Education was held February 25, 2016 at the Office of the State Board of Education in Boise, Idaho. Board President Don Soltman presided, called the meeting to order at 2:00 pm Mountain Time, and requested a roll call of members.

Present:

Don Soltman, President	Dave Hill
Bill Goesling, Secretary	Richard Westerberg
Debbie Critchfield	Linda Clark

Sherri Ybarra, State Superintendent (arrived at 2:11 p.m. MST)

Absent:
Emma Atchley, Vice President

BUSINESS AFFAIRS & HUMAN RESOURCES

1. Idaho State University – Collaborative Agreement – Medical Education

BOARD ACTION

M/S (Westerberg/Critchfield):

I move to authorize the President of Idaho State University to execute the Collaborative Affiliation Agreement between ISU and Idaho College of Osteopathic Medicine, LLC, as presented in Attachment 1.

A roll call vote was taken and the motion carried unanimously 7-0. Ms. Atchley was absent from voting.

Board member Westerberg introduced the item indicating the Governor and the

Department of Commerce bring forward this proposed affiliation agreement, on behalf of ISU, to the Board for its consideration.

Ms. Marilyn Whitney from the Governor Office and Ms. Megan Ronk, Director, from the Department of Commerce provided a brief overview of the item. Ms. Whitney expressed on behalf of Governor Otter the support of the Board in this endeavor. Ms. Ronk explained how from a commerce perspective they became engaged with the Idaho Osteopathic Physicians Association. At Commerce, their primary objective is to promote business growth and investment in the state. Initial conversations occurred in early January. She remarked that this program would help address the critical physician shortage in our state. She shared statistics related to physician shortage in Idaho. Following the successful launch on the school in New Mexico, they looked to the Midwest as an area of expansion and encouraged them to consider Idaho. Private investors have proposed approximately $110,000 and the project would create 300 direct and indirect jobs. Starting wages would be near $80,000 for graduates.

Ms. Ronk expressed that this is truly a grass roots model and a public private partnership. It would operate as a Benefit Corporation which is a new corporation class and have the ability to adopt a mission to support the public good. Ms. Ronk reviewed the accelerated timeline associated with the project and expressed that this is a real opportunity to expand medical programs in Idaho.

Dr. Clark asked for clarification on the status of Idaho's potential selection. Ms. Ronk responded that if the Board takes positive action today, it would move Idaho ahead putting it in a strong position to move forward. Dr. Clark asked about expanded residency slots. Ms. Ronk expressed there is a strong commitment to build out a residency network in Idaho and strong clinical affiliation in other states while they work through the accreditation process. Ms. Whitney remarked that building capacity in residencies is very important to the state.

OTHER BUSINESS

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

M/S (Critchfield/Westerberg): To adjourn the meeting at 2:23 p.m. The motion carried unanimously.

TAB	DESCRIPTION	ACTION
A	**STUDENT TUITION & FEE RATES (ACADEMIC YEAR 2016-2017)**	Motion to Approve
B	**INSTITUTION, AGENCY, AND SPECIAL/HEALTH PROGRAMS STRATEGIC PLANS**	Motion to Approve

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COLLEGE AND UNIVERSITIES

SUBJECT

FY 2017 Student Tuition & Fee Rates (Academic Year 2016-2017)

REFERENCE

February 2013	Board approved second reading for V.R. Policies regarding Board approval for New Student Orientation fees
February 2014	Board approved second reading for V.R. Policies regarding Board approval for Senior Citizen Fee with eligibility determined by each institution
December 2014	Board approved second reading for V.R. Policies regarding online program fees, clarifying the Technology Fee, adding Dual Credit and Summer Bridge Program fees, and revising special course fees
December 2015	Board approved second reading for V.R. Policies regarding in-service teacher fees, clarifying online program fees, and adding Independent Study in Idaho fee

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections III.Y., V.R.
Idaho Code § 33-3717A

BACKGROUND/DISCUSSION

Board policy V.R. defines fees, the process to change fees, and establishes the approval level required for the various student fees (Chief Executive Officer or the Board). The policy provides in part:

> "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."

Per board policy, Boise State University (BSU), Idaho State University (ISU), University of Idaho (UI), Lewis-Clark State College (LCSC), and Eastern Idaho Technical College (EITC) notified students of proposed fee increases and conducted public hearings. Their respective presidents are now recommending to the Board student tuition and fee rates for FY 2017.

Reference Documents

Page 9 displays information from the *2016 Sine Die Report* showing the decline in the percentage of the General Fund allocated to the College & Universities over the last 22 years compared to other state budgeted programs.

Page 10 shows the percentage of total appropriation for General Funds, endowment funds and tuition and fees since 1980.

Page 11 compares the current fiscal year WICHE states' average tuition and fees for resident and nonresident students.

Page 12 shows a summary of FY 2017 annual requested tuition and fees.

Staff has prepared charts similar to those included in each institution's tab by aggregating the data for the 4-year institutions. The charts are described below:

Page 13 – Cost of Attending College vs. Per Capita Income
The purpose of this chart is to show the increasing cost to attend college (student fees, books and supplies, room and board, personal expenses, and transportation) compared to the per capita income from 2005 to 2015. Each institution has a similar chart showing similar information. The "cost" of attendance reflects full tuition and fees, which differs from the actual "price" of attendance which would reflect cost net of tuition discounts through financial aid and scholarships.

The average cost to attend Idaho's 4-year institutions has grown from $13,141 in 2005 to $19,657 in 2015, or 50%, while the Idaho per capita income has increased from $29,840 to $37,479, or 26%. The increases in the cost to attend college from 2005 to 2015 are as follows:

Tuition & Fees	82%
Books and Supplies	10%
Room and Board	46%
Personal and Transportation	35%
Total Cost to Attend	50%

Page 14: Cost to Deliver College
The purpose of this chart is to show the costs to deliver college, changes in student enrollment and cost per student full time equivalent (FTE.) The increases in the cost to deliver college (by major expenditure functional categories) from 2005 to 2015 are as follows:

Instruction	21%
Academic Support	61%
Student Services	64%
Library Services	33%
Athletics & Auxiliaries	32%
Plant and Depreciation	52%

Institutional Support	55%
Financial Aid	114%
Total Increase in Cost to Deliver College	37%

At the same time, student FTE (horizontal red line page 14) has increased by .5%. Taken together, the total cost to deliver college per student FTE (bottom line) has increased by 37% from $11,268 in 2005 to $15,443 in 2015.

Page 15: Resident Tuition & Fees, Consumer Price Index (CPI), Per Capita Income, and Average Annual Wage

The purpose of this chart is to show the annual percentage increase from 2005 to 2016 for resident tuition & fees, CPI, Idaho Per Capita Income, and Idaho Average Annual Wage. As the chart indicates, historically when per capita income and annual wages have increased at a higher rate than the previous year, fees have correspondingly increased at a lesser rate. The opposite is also true, when income and wages have increased at a slower rate than the previous year, fees have correspondingly increased at a faster rate. This trend changed starting in FY 2011.

Page 16: Average CU Full-time Resident Fees as a % of Per Capita Income

The purpose of this chart is to show the percentage the sticker price for Idaho resident students is to the Idaho per capita income. The rate has grown from 5.1% in 1981 to 17.8% in 2016.

Page 17: Percentage of CU Total Appropriation by Source

The purpose of this chart is to show the percentage of the total appropriation for the College and Universities from General Account, Student Fees and Endowment funds.

Page 18: Tuition/Fee Waivers and Discounts
The purpose of this report is to show the dollar value of tuition & fee waivers granted by each institution along with the Board policy section authorizing each type of waiver. The report also includes discounts such as staff, spouse, dependent, and senior citizen fees which are not waivers.

Institution Fee Proposals
The detailed fee proposals for each institution are contained in separate tabs (ISU, EITC, LCSC, UI and BSU), and each section includes the following:

- Narrative justification of the fee increase request and planned uses of the additional revenue.
- Schedule detailing the tuition and fee changes.

- Schedule projecting the amount of revenue generated from the tuition and fee changes.
- Schedule of non-state revenues needed to cover FY 2017 itemized expenses.
- Schedule displaying a 4-year history of Board-approved fees and the FY 2017 requested fees.
- The same charts as found on pages 13-15 (and described above) at a disaggregated, institution specific level:
  - Chart: Cost of Attending College vs. Per Capita Income
  - Chart: Cost to Deliver College and Cost to Deliver Per Student FTE
  - Chart: Annual % Increase for Fees, CPI, Per Capita Income, and Average Wage

IMPACT

Full-time resident tuition and fee increases being requested by the institutions for FY 2017 (academic year 2016-2017) are as follows (in the order they will be presented):

	FY16	FY17	% Inc.
Boise State University	$6,874	$7,132	3.75%
Idaho State University	$6,784	$6,956	2.50%
Eastern Idaho Technical College	$2,334	$2,404	3.00%
Lewis-Clark State College	$6,000	$6,120	2.00%
University of Idaho	$7,020	$7,336	4.50%

STAFF COMMENTS

The institutions were asked to use the same analysis that was used in the prior year to reflect Joint Finance-Appropriations Committee's (JFAC) actions in their tuition/fee scenarios and determine by category which items were not funded (in whole or in part) by the state General Fund. Those items include benefit costs increases, inflation, Change in Employee Compensation (CEC), etc. These worksheets are included in each institution's fee agenda section titled "Schedule of non-state revenues needed to cover FY 2017 itemized expenses" and show how an institution proposes to generate the revenues necessary to cover the cost of budget items. The standard revenue sources are tuition, graduate and non-resident fees, budget reallocation and/or reserves. The worksheet also shows the impact of state increases in personnel benefits and CEC not being fully funded by the state General Fund, since overall appropriated funding is approximately 50/50 state General Fund to tuition & fees. The motion for ISU provides Board authorization to use the tuition portion of the approved FY2017 undergraduate resident tuition/fee amount to serve as the baseline for ISU's "Tuition Lock" initiative. Staff anticipates that a detailed "Tuition Lock" proposal will be submitted to the Board for approval not later than August 2016, for implementation in the 2016-2017 academic year.

BOARD ACTION

BOISE STATE UNIVERSITY:
I move to increase the FY 2017 annual full-time resident tuition and fees at Boise State University by ____% ($____) for a total dollar amount of $_____; and to increase the annual full-time tuition for nonresident students by ____ % ($____) for a total dollar amount of $_____.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

I move to approve all other fees set forth in the FY 2017 Boise State University tuition and fees worksheet which will be made part of the written minutes.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

IDAHO STATE UNIVERSITY:
I move to increase the FY 2017 annual full-time resident tuition and fees at Idaho State University by ____% ($____) for a total dollar amount of $_____; to authorize the University to establish the tuition portion of this total dollar amount ($5,242.64) as the base tuition for eligible students in the first year cohort for the University's "Tuition Lock" initiative; and to increase the annual full-time tuition for nonresident students by ____ % ($____) for a total dollar amount of $_____.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

I move to approve all other fees set forth in the FY 2017 Idaho State University tuition and fees worksheet which will be made part of the written minutes.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

EASTERN IDAHO TECHNICAL COLLEGE:
I move to increase the FY 2017 annual full-time resident tuition and fees at Eastern Idaho Technical College by ____% ($____) for a total dollar amount of $_____; and to increase the annual full-time tuition for nonresident students by ____ % ($____) for a total dollar amount of $_____.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

I move to approve all other fees in the FY 2017 Eastern Idaho Technical College tuition and fees worksheet which will be made part of the written minutes.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

LEWIS-CLARK STATE COLLEGE:
I move to increase the FY 2017 annual full-time resident tuition and fees at Lewis-Clark State College by ____% ($____) for a total dollar amount of $_____; and to increase the annual full-time tuition for nonresident students by ____ % ($____) for a total dollar amount of $_____.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

I move to approve all other fees set forth in the FY 2017 in the Lewis-Clark State College tuition and fees worksheet which will be made part of the written minutes.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

UNIVERSITY OF IDAHO:
I move to increase the FY 2017 annual full-time resident tuition and fees at University of Idaho by ____% ($____) for a total dollar amount of $_____; and to increase the annual full-time tuition for nonresident students by ____ % ($____) for a total dollar amount of $_____.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

I move to approve all other fees set forth in the FY 2017 University of Idaho tuition and fees worksheet which will be made part of the written minutes.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

I move to set the statewide dual credit fee at $65 per credit for courses delivered at secondary schools, including courses taught online using instructional staff hired by the high school or the Idaho Digital Learning Academy, for fiscal year 2017.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

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Twenty-Two Year History of General Fund

Original Appropriations: FY 1996 to FY 2017

Millions of Dollars

DRAFT

Information in the tables as of 3-31-2016 and several appropriation bills have not yet been acted on by the Governor. A veto of any of those bills would reduce the overall appropriation and could change the percentages shown.

Fiscal Year	Public Schools	College & Universities	All Other Education	Total Education	Health & Welfare	Adult & Juv Corrections	All Other Agencies	Total Gen Fund
2017	$1,584.7	$279.5	$187.5	$2,051.7	$704.9	$256.2	$260.6	$3,273.4
2016	$1,475.8	$258.8	$169.7	$1,904.3	$649.5	$247.4	$270.7	$3,071.9
2015	$1,374.6	$251.2	$153.7	$1,779.5	$637.3	$243.3	$276.0	$2,936.1
2014	$1,308.4	$236.5	$143.0	$1,687.9	$616.8	$218.3	$258.0	$2,781.0
2013	$1,279.8	$228.0	$138.0	$1,645.7	$610.2	$205.5	$240.7	$2,702.1
2012	$1,223.6	$209.8	$128.3	$1,561.7	$564.8	$193.1	$209.3	$2,529.0
2011	$1,214.3	$217.5	$129.9	$1,561.7	$436.3	$180.7	$205.1	$2,383.8
2010*	$1,231.4	$253.3	$141.2	$1,625.8	$462.3	$186.8	$231.7	$2,506.6
2009	$1,418.5	$285.2	$175.1	$1,878.8	$587.3	$215.9	$277.3	$2,959.3
2008	$1,367.4	$264.2	$166.2	$1,797.7	$544.8	$201.2	$276.9	$2,820.7
2007*	$1,291.6	$243.7	$148.4	$1,683.7	$502.4	$178.0	$229.7	$2,593.7
2006	$987.1	$228.9	$141.8	$1,357.9	$457.7	$152.2	$213.2	$2,180.9
2005	$964.7	$223.4	$138.3	$1,326.3	$407.6	$142.8	$205.5	$2,082.1
2004	$943.0	$218.0	$131.3	$1,292.3	$375.8	$140.6	$195.3	$2,004.1
2003	$920.0	$213.6	$130.4	$1,264.0	$359.6	$145.0	$199.3	$1,967.9
2002	$933.0	$236.4	$142.1	$1,311.5	$358.0	$147.3	$227.5	$2,044.3
2001*	$873.5	$215.0	$121.1	$1,209.5	$282.1	$123.2	$189.2	$1,804.0
2000	$821.1	$202.0	$110.4	$1,133.4	$270.7	$108.5	$162.1	$1,674.7
1999	$796.4	$192.9	$103.5	$1,092.8	$252.7	$106.4	$159.0	$1,610.8
1998	$705.0	$178.6	$94.4	$978.0	$236.6	$90.3	$134.0	$1,438.9
1997	$689.5	$178.0	$94.4	$961.9	$238.5	$78.6	$133.7	$1,412.7
1996*	$664.0	$171.0	$88.8	$923.8	$224.3	$73.5	$127.3	$1,348.8

Percentage of Total

Fiscal Year	Public Schools	College & Universities	All Other Education	Total Education	Health & Welfare	Adult & Juv Corrections	All Other Agencies	Total
2017	48.4%	8.5%	5.7%	62.7%	21.5%	7.8%	8.0%	100%
2016	48.0%	8.4%	5.5%	62.0%	21.1%	8.1%	8.8%	100%
2015	46.8%	8.6%	5.2%	60.6%	21.7%	8.3%	9.4%	100%
2014	47.0%	8.5%	5.1%	60.7%	22.2%	7.8%	9.3%	100%
2013	47.4%	8.4%	5.1%	60.9%	22.6%	7.6%	8.9%	100%
2012	48.4%	8.3%	5.1%	61.8%	22.3%	7.6%	8.3%	100%
2011	50.9%	9.1%	5.5%	65.5%	18.3%	7.6%	8.6%	100%
2010*	49.1%	10.1%	5.6%	64.9%	18.4%	7.5%	9.2%	100%
2009	47.9%	9.6%	5.9%	63.5%	19.8%	7.3%	9.4%	100%
2008	48.5%	9.4%	5.9%	63.7%	19.3%	7.1%	9.8%	100%
2007*	49.8%	9.4%	5.7%	64.9%	19.4%	6.9%	8.9%	100%
2006	45.3%	10.5%	6.5%	62.3%	21.0%	7.0%	9.8%	100%
2005	46.3%	10.7%	6.6%	63.7%	19.6%	6.9%	9.9%	100%
2004	47.1%	10.9%	6.6%	64.5%	18.8%	7.0%	9.7%	100%
2003	46.8%	10.9%	6.6%	64.2%	18.3%	7.4%	10.1%	100%
2002	45.6%	11.6%	7.0%	64.2%	17.5%	7.2%	11.1%	100%
2001*	48.4%	11.9%	6.7%	67.0%	15.6%	6.8%	10.5%	100%
2000	49.0%	12.1%	6.6%	67.7%	16.2%	6.5%	9.7%	100%
1999	49.4%	12.0%	6.4%	67.8%	15.7%	6.6%	9.9%	100%
1998	49.0%	12.4%	6.6%	68.0%	16.4%	6.3%	9.3%	100%
1997	48.8%	12.6%	6.7%	68.1%	16.9%	5.6%	9.5%	100%
1996*	49.2%	12.7%	6.6%	68.5%	16.6%	5.4%	9.4%	100%

2010* *Moved Deaf/Blind School from "Other Education" to "Public Schools"; Historical Society and Libraries to "All Other Agencies".*

2007* *Adjusted for H1 of 2006 Special Session which increased Public Schools General Fund by $250,645,700.*

2001* *Moved Department of Environmental Quality and Veterans Services from H&W to "All Other Agencies".*

1996* *Moved Juvenile Corrections from Health and Welfare to "Adult & Juv Corrections".*

College & Universities Funding History
(appropriated funds only)

	State Support		State Support			Percent of Total		
Fiscal Year	General Funds	Endowment Funds	Subtotal	Tuition & Fees	TOTAL	General Fund	State Supp	Tuition & Fees
1980	59,600,000	3,165,200	62,765,200	4,873,000	67,638,200	88.1%	92.8%	7.2%
1981	63,432,000	4,583,000	68,015,000	5,102,700	73,117,700	86.8%	93.0%	7.0%
1982	64,497,400	5,267,200	69,764,600	10,529,800	80,294,400	80.3%	86.9%	13.1%
1983	65,673,700	6,145,900	71,819,600	13,495,800	85,315,400	77.0%	84.2%	15.8%
1984	70,000,000	5,769,400	75,769,400	13,100,000	88,869,400	78.8%	85.3%	14.7%
1985	80,897,300	5,644,000	86,541,300	16,569,000	103,110,300	78.5%	83.9%	16.1%
1986	88,000,000	5,840,800	93,840,800	16,048,000	109,888,800	80.1%	85.4%	14.6%
1987	90,700,000	5,447,000	96,147,000	16,462,300	112,609,300	80.5%	85.4%	14.6%
1988	101,674,700	5,447,000	107,121,700	16,462,300	123,584,000	82.3%	86.7%	13.3%
1989	106,000,000	5,657,100	111,657,100	17,471,000	129,128,100	82.1%	86.5%	13.5%
1990	115,500,000	6,342,100	121,842,100	18,374,800	140,216,900	82.4%	86.9%	13.1%
1991	133,264,300	6,547,100	139,811,400	20,287,800	160,099,200	83.2%	87.3%	12.7%
1992	141,444,000	6,547,100	147,991,100	23,628,300	171,619,400	82.4%	86.2%	13.8%
1993	137,610,000	6,547,100	144,157,100	27,084,600	171,241,700	80.4%	84.2%	15.8%
1994	146,013,700	7,019,800	153,033,500	31,342,800	184,376,300	79.2%	83.0%	17.0%
1995	164,560,600	7,019,800	171,580,400	40,698,300	212,278,700	77.5%	80.8%	19.2%
1996	170,951,800	8,333,000	179,284,800	44,199,100	223,483,900	76.5%	80.2%	19.8%
1997	173,531,800	8,615,400	182,147,200	43,605,200	225,752,400	76.9%	80.7%	19.3%
1998	178,599,700	9,590,900	188,190,600	47,491,900	235,682,500	75.8%	79.8%	20.2%
1999	192,917,100	11,368,800	204,285,900	52,424,600	256,710,500	75.1%	79.6%	20.4%
2000	201,960,100	12,340,000	214,300,100	55,108,400	269,408,500	75.0%	79.5%	20.5%
2001	214,986,500	13,011,400	227,997,900	59,520,900	287,518,800	74.8%	79.3%	20.7%
2002	236,439,800	15,906,700	252,346,500	63,089,600	315,436,100	75.0%	80.0%	20.0%
2003	213,558,800	13,635,900	227,194,700	67,127,300	294,322,000	72.6%	77.2%	22.8%
2004	218,000,000	11,964,600	229,964,600	97,207,800	327,172,400	66.6%	70.3%	29.7%
2005	223,366,200	10,020,500	233,386,700	107,907,800	341,294,500	65.4%	68.4%	31.6%
2006	228,934,100	9,519,600	238,453,700	118,613,000	357,066,700	64.1%	66.8%	33.2%
2007	243,726,400	7,624,800	251,351,200	121,223,700	372,574,900	65.4%	67.5%	32.5%
2008	264,227,700	7,851,500	272,079,200	126,932,600	399,011,800	66.2%	68.2%	31.8%
2009	285,151,500	8,595,000	293,746,500	129,103,000	422,849,500	67.4%	69.5%	30.5%
2010	253,278,100	9,616,400	262,894,500	131,587,900	394,482,400	64.2%	66.6%	33.4%
2011	217,510,800	9,616,600	227,127,400	146,253,000	373,380,400	58.3%	60.8%	39.2%
2012	209,828,300	9,616,600	219,444,900	177,262,700	396,707,600	52.9%	55.3%	44.7%
2013	227,950,500	9,927,400	237,877,900	208,484,300	446,362,200	51.1%	53.3%	46.7%
2014	236,543,600	10,729,200	247,272,800	218,629,200	465,902,000	50.8%	53.1%	46.9%
2015	251,223,200	12,528,000	263,751,200	234,825,500	498,576,700	50.4%	52.9%	47.1%
2016	258,776,400	13,980,000	272,756,400	247,721,900	520,478,300	49.7%	52.4%	47.6%
2017	279,546,500	15,840,000	295,386,500	259,589,300	554,975,800	50.4%	53.2%	46.8%

College & Universities

State Ranking by Type of Institution - WICHE States
2015 - 2016 Tuition & Fees

Annual Resident Undergraduate

Rank	Universities (BSU, ISU, UI)	Amount of Average		Rank	Other Institutions (LCSC)	Amount of Average	
1	Washington	11,883	141.6%	1	South Dakota	8,555	126.9%
2	Hawaii	11,164	133.1%	2	Colorado	8,366	124.1%
3	Arizona	10,941	130.4%	3	Washington	8,361	124.0%
4	Colorado	10,824	129.0%	4	Oregon	8,293	123.0%
5	Oregon	9,507	113.3%	5	Hawaii	7,242	107.4%
6	California	9,160	109.2%		Average	6,741	100.0%
	Average	8,390	100.0%	6	North Dakota	6,436	95.5%
7	South Dakota	8,315	99.1%	**7**	**Idaho**	**6,000**	**89.0%**
8	North Dakota	7,972	95.0%	8	New Mexico	5,750	85.3%
9	Utah	7,430	88.6%	9	Utah	5,411	80.3%
10	**Idaho**	**6,893**	**82.2%**	10	Montana	5,371	79.7%
11	Nevada	6,863	81.8%	11	Nevada	4,868	72.2%
12	Alaska	6,806	81.1%				
13	New Mexico	6,697	79.8%				
14	Montana	6,503	77.5%				
15	Wyoming	4,892	58.3%				

Annual Nonresident Undergraduate

Rank	Universities (BSU, ISU, UI)	Amount of Average		Rank	Other Institutions (LCSC)	Amount of Average	
1	Hawaii	31,516	138.8%	1	Oregon	21,978	131.2%
2	Colorado	30,696	135.2%	2	Washington	21,857	130.5%
3	Washington	29,835	131.4%	3	Colorado	20,775	124.0%
4	Arizona	29,044	127.9%	4	Hawaii	19,698	117.6%
5	Oregon	28,267	124.5%	5	Montana	17,546	104.7%
6	California	25,400	111.8%	6	**Idaho**	**17,000**	**101.5%**
	Average	22,712	100.0%		Average	16,753	100.0%
7	Utah	22,578	99.4%	7	Nevada	15,554	92.8%
8	Montana	22,564	99.3%	8	Utah	15,448	92.2%
9	New Mexico	21,269	93.6%	9	New Mexico	13,162	78.6%
10	Alaska	20,786	91.5%	10	South Dakota	11,434	68.2%
11	Nevada	20,773	91.5%	11	North Dakota	9,831	58.7%
12	**Idaho**	**20,710**	**91.2%**				
13	North Dakota	19,086	84.0%				
14	Wyoming	15,632	68.8%				
15	South Dakota	11,195	49.3%				

Source: WICHE 2015-2016 Detailed Tuition & Fees Tables, November, 2015

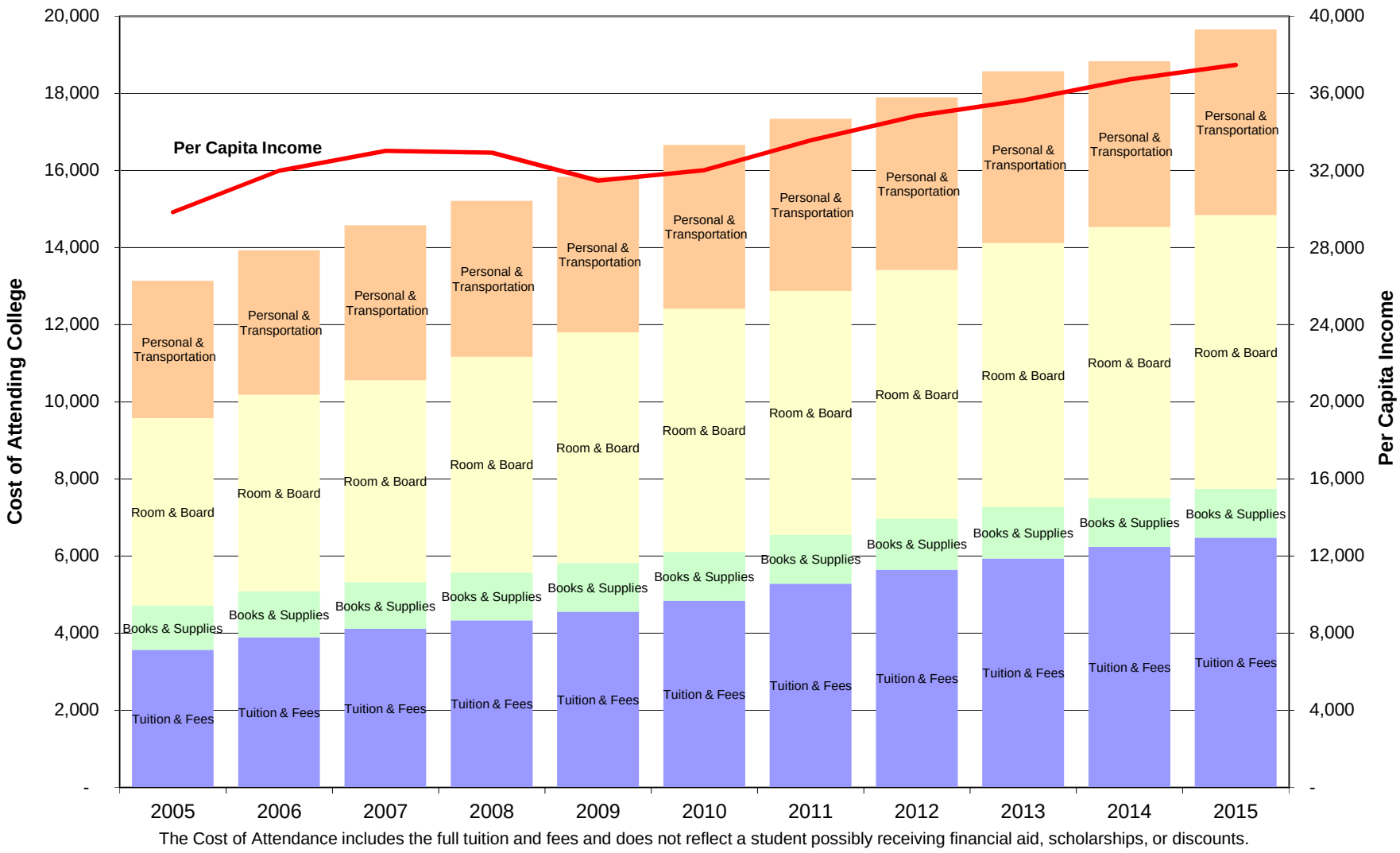
Colleges & Universities

Summary of FY 2017 Annual Student Tuition & Fees - As Requested

Board Meeting: April 14, 2016

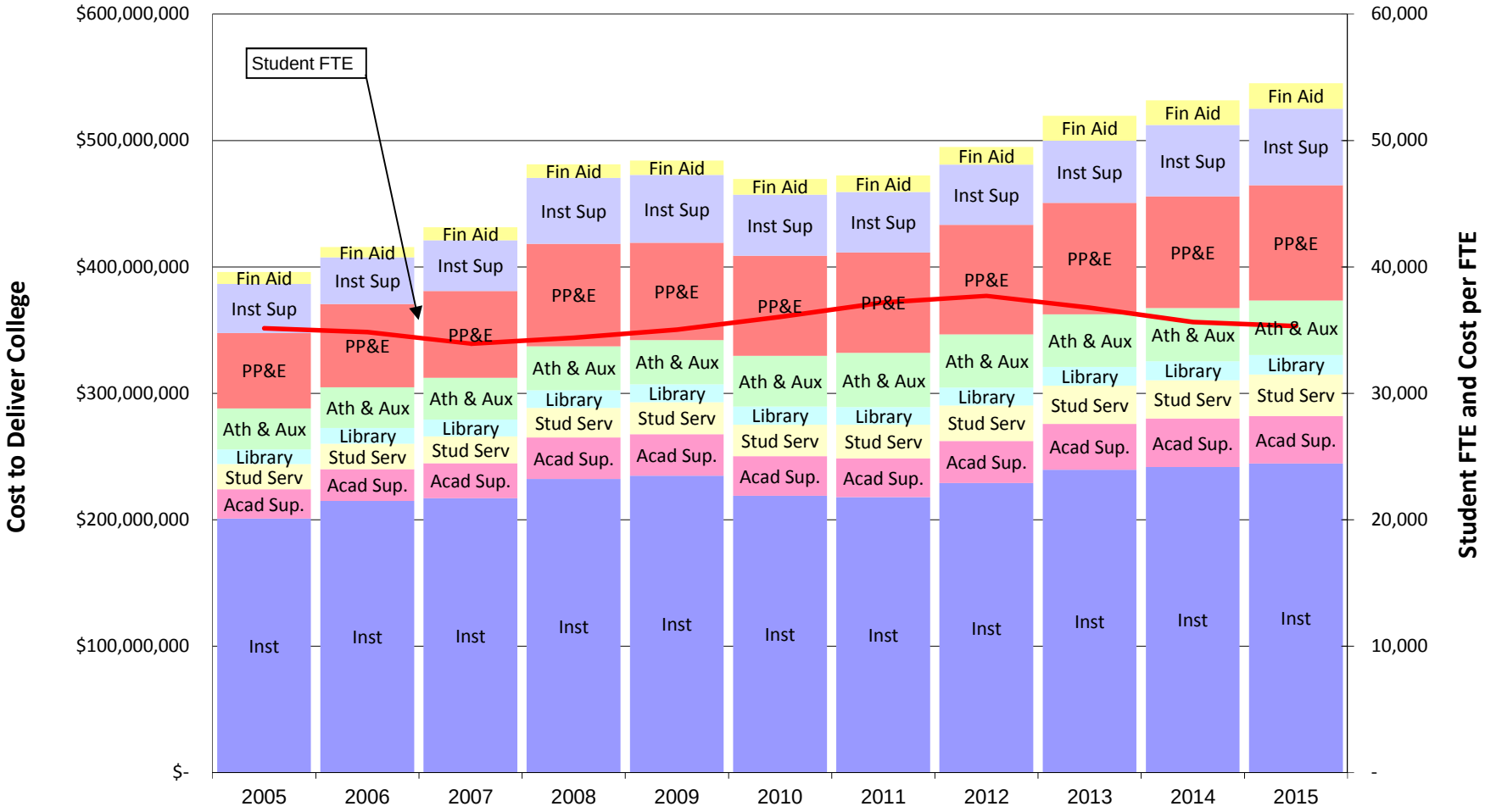
	Institution	FY 2016	Requested Increases Amount	Requested Increases % Incr	Total Requested FY 2017
1	**Full-time Tuition & Fees:**				
2	**Resident Tuition and Fees:**				
3	Undergraduate:				
4	Boise State University	$6,874.00	$258.00	3.8%	$7,132.00
5	Idaho State University	$6,784.00	$172.00	2.5%	$6,956.00
6	University of Idaho	$7,020.00	$316.00	4.5%	$7,336.00
7	Lewis Clark State College	$6,000.00	$120.00	2.0%	$6,120.00
8	Eastern Idaho Tech College	$2,334.00	$70.00	3.0%	$2,404.00
9	Average 4 year institutions	$6,669.50			$6,886.00
10	Graduate:				
11	Boise State University	$1,290.00	$38.00	2.9%	$1,328.00
12	Idaho State University	$1,226.00	$37.00	3.0%	$1,263.00
13	University of Idaho	$1,202.00	$96.00	8.0%	$1,298.00
14	Average Graduate	$1,239.33			$1,296.33
15	**Nonresident Tuition and Fees:**				
16	Undergraduate	(In addition to the tuition and fees paid by resident students)			
17	Boise State University	$14,050.00	$400.00	2.8%	$14,450.00
18	Idaho State University	$13,398.00	$670.00	5.0%	$14,068.00
19	University of Idaho	$14,004.00	$700.00	5.0%	$14,704.00
20	Lewis Clark State College	$11,000.00	$500.00	4.5%	$11,500.00
21	Eastern Idaho Tech College	$5,288.00	$69.00	1.3%	$5,357.00
22	Average 4 year institutions	$13,113.00			$13,680.50
23					
24	**Part-time Credit Hour Tuition & Fees:**				
25	**Resident Fees: (per credit hour)**				
26	Undergraduate:				
27	Boise State University	$273.00	$21.00	7.7%	$294.00
28	Idaho State University	$339.00	$9.00	2.7%	$348.00
29	University of Idaho	$351.00	$16.00	4.6%	$367.00
30	Lewis Clark State College	$307.00	$6.00	2.0%	$313.00
31	Eastern Idaho Tech College	$102.50	$3.00	2.9%	$105.50
32	In-Service Teacher Fee	$106.00	$5.00	4.7%	$111.00
33					
34	Graduate:	(In addition to resident undergraduate fees)			
35	Boise State University	$85.00	$0.00	0.0%	$85.00
36	Idaho State University	$62.00	$2.00	3.2%	$64.00
37	University of Idaho	$67.00	$5.00	7.5%	$72.00
38	In-Service Teacher Fee	$132.00	$7.00	5.3%	$139.00
39					
40	**Nonresident Tuition and Fees:**				
41	Pt Tm Nonresident Cr Hr Tuition	(In addition to resident fees)			
42	Boise State University	$250.00	$20.00	8.0%	$270.00
43	Idaho State University	$217.00	$11.00	5.1%	$228.00
44	University of Idaho	$700.00	$35.00	5.0%	$735.00
45	Lewis-Clark State College	$0.00	$0.00	No Fee	$0.00
46	Eastern Idaho Tech College	$2,106.00	$0.00	0.0%	$2,106.00

Cost of Attending College vs. Per Capita Income
Idaho 4-year Institutions

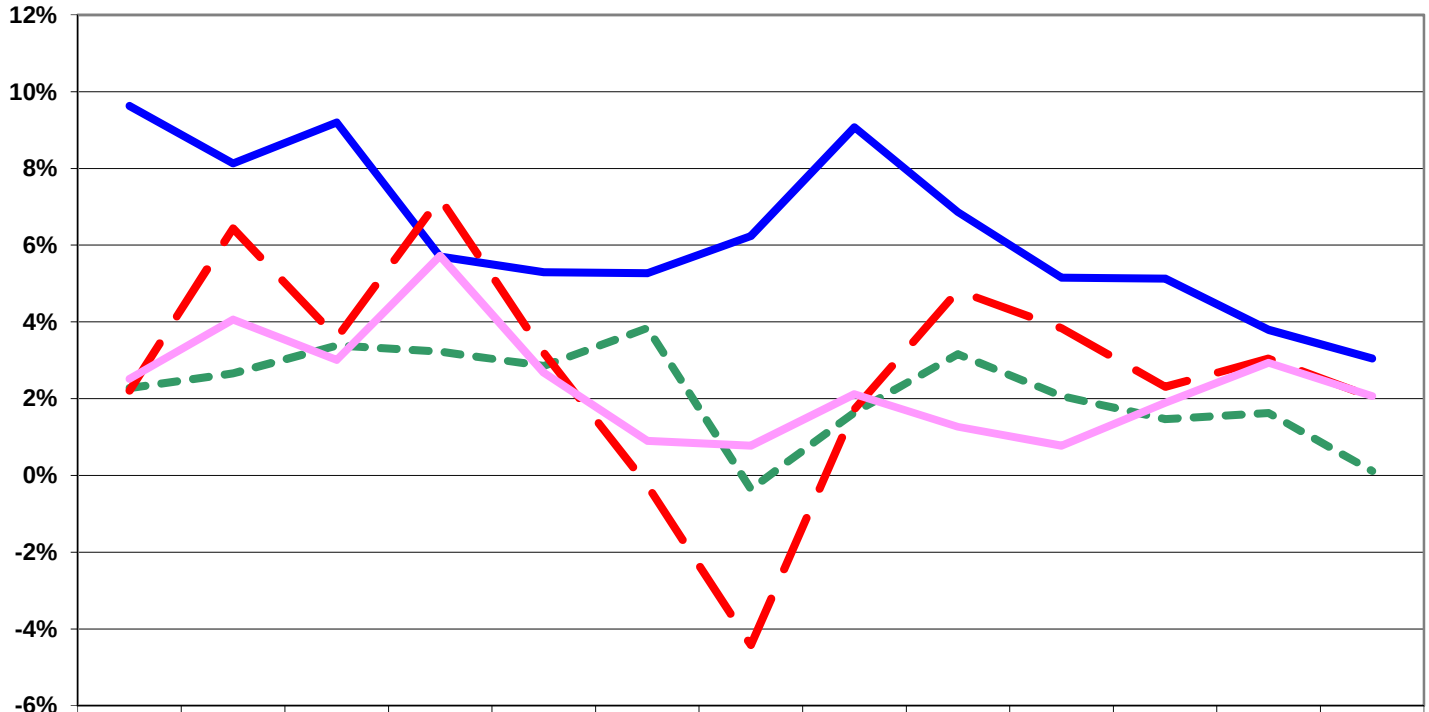


The Cost of Attendance includes the full tuition and fees and does not reflect a student possibly receiving financial aid, scholarships, or discounts.

Cost to Deliver College
Idaho 4-year Institutions

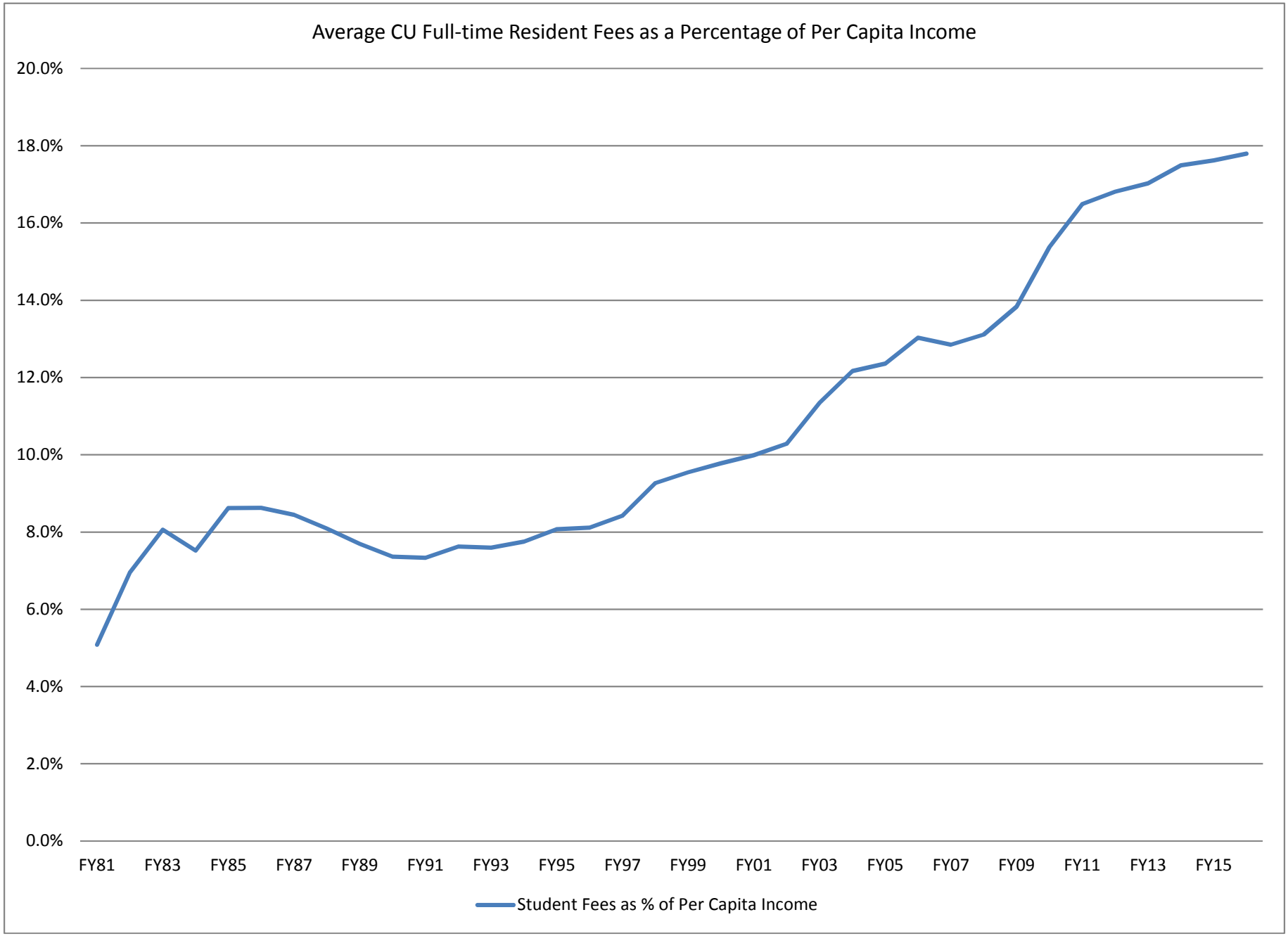


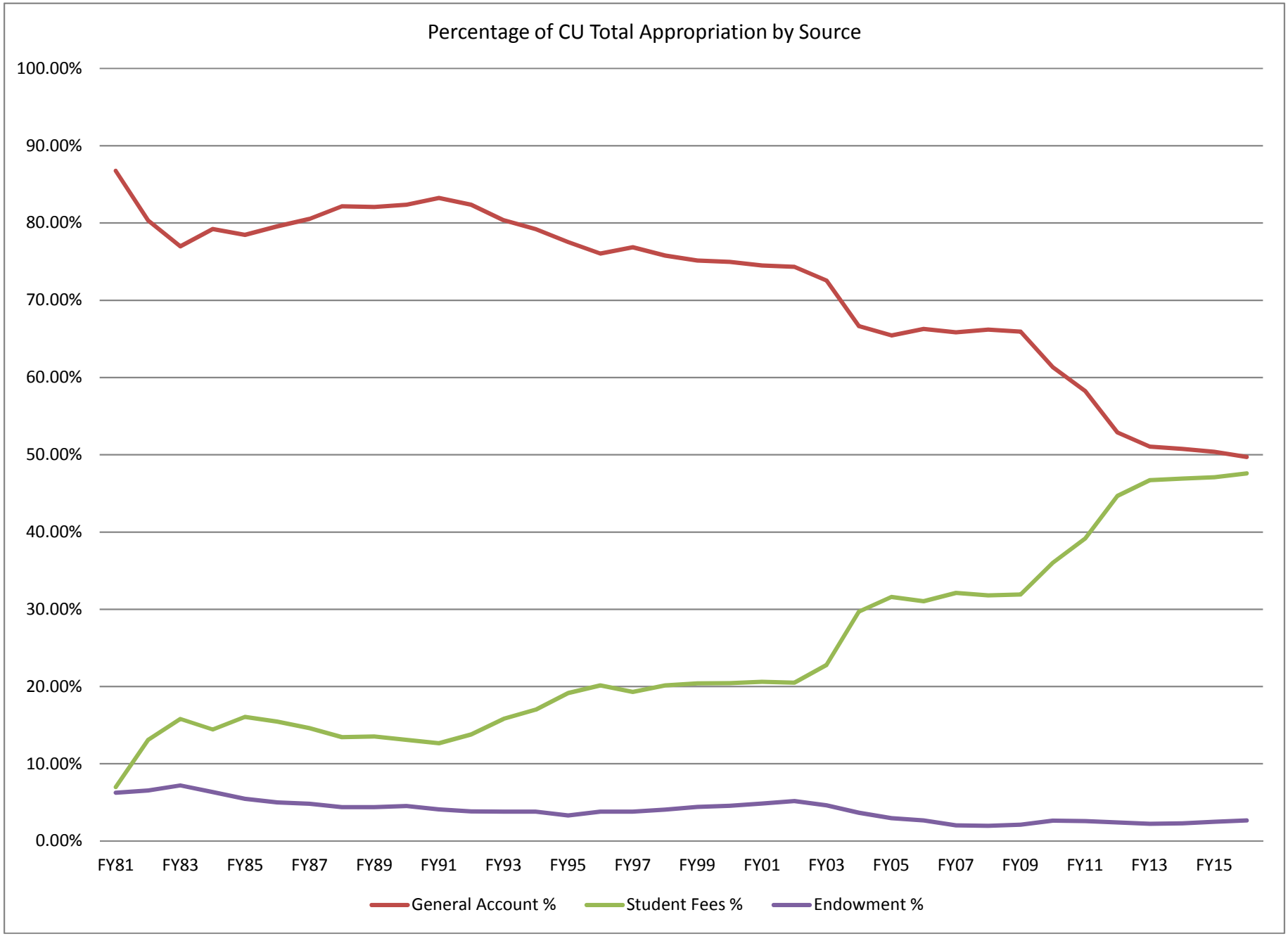
Idaho 4-year Institutions
Resident Tuition & Fees, CPI, Per Capita Income, Average Annual Wage
% Increase from Prior Year



	FY04	FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16
Resident Tuition & Fees	9.63%	8.13%	9.20%	5.70%	5.30%	5.27%	6.23%	9.07%	6.87%	5.15%	5.12%	3.79%	3.04%
Consumer Price Index	2.28%	2.66%	3.39%	3.23%	2.85%	3.84%	-0.36%	1.64%	3.16%	2.07%	1.46%	1.62%	0.12%
Idaho Per Capita Income	2.21%	6.44%	3.59%	7.22%	3.19%	-0.26%	-4.42%	1.72%	4.81%	3.84%	2.31%	3.04%	2.03%
Idaho Average Annual Wage	2.52%	4.06%	3.01%	5.72%	2.68%	0.90%	0.77%	2.12%	1.27%	0.78%	1.89%	2.94%	2.07%

Source: Bureau of Economic Analysis, U.S. Department of Commerce
Divison of Finanical Management Economic Forecast, January 2016


Average CU Full-time Resident Fees as a Percentage of Per Capita Income
20.0%
18.0%
16.0%
14.0%
12.0%
10.0%
8.0%
6.0%
4.0%
2.0%
0.0%
FY81
FY83
FY85
FY87
FY89
FY91
FY93
FY95
FY97
FY99
FY01
FY03
FY05
FY07
FY09
FY11
FY13
FY15
Student Fees as % of Per Capita Income


Percentage of CU Total Appropriation by Source
100.00%
90.00%
80.00%
70.00%
60.00%
50.00%
40.00%
30.00%
20.00%
10.00%
0.00%
FY81
FY83
FY85
FY87
FY89
FY91
FY93
FY95
FY97
FY99
FY01
FY03
FY05
FY07
FY09
FY11
FY13
FY15
General Account %
Student Fees %
Endowment %

Idaho College and Universities
Fee and Tuition Waivers
Fiscal Year 2015

	Policy Section	BSU	ISU	UI	LCSC	Total
Board Policy Tuition Waivers, Policy Section V.T.						
Nonresident Graduate/Instructional Assistants	SBOE V.T.2.a	$2,126,180	$1,875,720	$4,750,134		$8,752,034
Nonresident Intercollegiate Athletics	SBOE V.T.2.b	$2,541,050	$1,745,126	$2,590,134	$1,285,465	$8,161,775
GI Bill Resident Waivers	SBOE V.T.2.c	$98,350				$98,350
	Nonresident Fee	$12,852	$12,760	$13,530	$10,518	12,415
Policy: Universities - 225, LCSC 110	Equivalent FTE	198	137	191	122	164
Waivers Subject to 6% Limitation	SBOE V.T.2.d	$10,542,859	$5,033,094	$6,130,196	$578,052	$22,284,201
Annual FTE	Student FTE	15,643	10,808	9,610	2,997	39,058
	Nonresident Fee	$12,852	$12,760	$13,530	$10,518	12,415
Equivalent FTE Waivers subject to 6% Limitation	Equivalent FTE	5.2%	3.6%	4.7%	1.8%	4.6%
Other Board Policy Exchange Programs						
Exchange Student Waivers (1)	SBOE V.T.2.e	$0	$95,700	$349,657	$0	$445,357
WICHE - Western Regional Graduate Program	SBOE V.T.2.f	$0	$681,921	$0	$0	$681,921
Western Undergraduate Exchange (2)	SBOE V.R.3.a.v	$7,153,766	$1,248,199	$2,415,379	$367,471	$11,184,814
Total Other Board Policy Exchange Programs		**$7,153,766**	**$2,025,820**	**$2,765,036**	**$367,471**	**$12,312,092**
Total Board Policy Tuition Waivers		**$22,462,205**	**$10,679,760**	**$16,235,500**	**$2,230,988**	**$51,510,102**
Other Waivers and Discounts						
Staff and Spouse Fees	SBOE V.R.3.a.vi	$967,246	$1,623,598	$1,188,737	$105,097	$3,884,678
Senior Citizen Fees	SBOE V.R.3.a.vii	$400,002	$294,258	$172,759	$59,565	$926,584
Dependent Fees	SBOE V.R.3.a.vi	$487,689	$257,849	$315,333	$52,989	$1,113,860
In-Service Teacher Education Fee	SBOE V.R.3.a.viii	$1,668,942	$1,009,004	$1,961,418	$42,050	$4,681,414
Staff, Spouse, Dependent Fees of other Idaho institution	SBOE V.R.3.a.vi	$3,972	$439,921	$35,390	$78,239	$557,522
Students attending multiple Idaho sister institutions	SBOE V.T.2.g		$12,089	$7,479		$19,568
Idaho National Laboratory	SBOE V.T.2.g		$13,506	$118,516		$132,022
BYU-UI	SBOE V.T.2.g					$0
EDA-Nez Perce Tribe	1969 approval				$25,466	$25,466
Total Other Waivers and Discounts		**$3,527,851**	**$3,650,224**	**$3,799,632**	**$363,406**	**$11,341,113**
Total FY15 Waivers and Discounts		**$25,990,056**	**$14,329,984**	**$20,035,132**	**$2,594,394**	**$62,851,216**
FY15 Gross Student Fees		149,599,593	116,148,991	114,420,977	21,244,928	401,414,488
FY15 Net Student Fees from Operating Revenue per audited F/S		117,848,627	88,206,974	89,409,083	14,613,457	310,078,141
FY15 Scholarship Discounts & Allowances per audited F/S		24,597,200	25,916,197	22,246,858	6,264,000	79,024,255
Student Fee Revenue related to Exchange Program Discounts		7,153,766	2,025,820	2,765,036	367,471	12,312,092
Percentage of Total Gross Student Fees Waived or Discounted		17.37%	12.34%	17.51%	12.21%	15.66%

Note: Graduate/Instructional Assistant waivers can vary among institutions due to the difference in their respective missions.

(1) Includes only waivers for incoming exchange students.

(2) WUE is accounted for as a rate and not a waiver. The waived amount is the difference in the out-of-state rate minus the WUE rate.

BOISE STATE UNIVERSITY

FY 2017 TUITION & FEES INFORMATION

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- Provided by Board Staff:
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  - Potential T&F Revenue Changes for FY 2017 Page 24
  - Schedule of non-state revenues needed to cover FY 2017 itemized expenses Page 25
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Boise State University
Tuition & Fee Hearing Summary

Proposed Changes to Student Fees

Boise State University is continuing efforts from last year to request the lowest increases to undergraduate resident tuition and fees over the past 20 years. Under this proposal, full-time students enrolling in 12 or more credits will pay $3,566 a semester, or an additional $129 a semester, a 3.7% increase. This requested increase is the second lowest percentage increase in over 20 years. Of this increase, 2.6 percent is for tuition and the remainder for fees, including increases to the facilities fee, the information technology fee and student activity fees. Part-time rates are proposed at $294 per credit hour which is a 7.7% increase of $21 per credit hour. Even with this increase, Boise State's part-time rates will remain the lowest of the three universities. This increase is a result of the university continuing efforts to migrate to a linear rate for tuition and fees. A breakdown of the individual increases to full and part-time tuition, facilities fees, technology fees and activity fees are included in the attachment.

The proposed increase is estimated to generate an additional $2.9M in revenues to cover fund shift for a 3% CEC as well as benefit rate increases. The revenue will also be used to cover faculty promotions for faculty that earn tenure as well as the inflationary adjustment for the library included in the proposed legislative budget.

The University has also proposed an increase in full-time nonresident tuition of 2.8%, or $200 per semester, and an increase of 2.9% in full-time graduate tuition, or $19 per semester. The projected additional revenue from these sources, along with revenue from the western undergraduate exchange, overload fee, and summer tuition revenue, is estimated at $2.3 million. $930,000 of this revenue is returned to the Colleges to pay for summer faculty and a small incentive for departments to offer summer courses. The remaining funds will be used to fund True Blue Scholarships, which will require funding over the next several years as the program grows, and the remaining items included in the proposed legislative budget.

The University has projected funding commitments of $1.9 million as well as a need to reduce operating expenditures to improve financial ratios. While the new revenues projected from the proposed tuition increases is not sufficient to cover all of these costs, the remainder will be funded through one-time funds. These outstanding funding commitments are substantially lower than the $7.69 million reported last year as significant efforts have been made to cancel commitments and find alternative sources of funds. In addition, the university will cover fund shift from the 27th payroll with one time funds in the amount of $2.3 million. These one-time allocations will continue to put pressure on financial ratios.

The FY2017 legislative appropriation appears promising to fund the state general account portion of a 3 percent CEC and an increase in the cost of benefits. In addition,

Boise State will receive much needed funding for Complete College Idaho in the amount of $962,400, $4.5 million less than our original request. An investment to expand the PhD program in Material Science is included in the amount of $617,100 and $1,000,000 is included to create a statewide Cybersecurity Lab in partnership with the INL on the campus of Boise State University. Finally, the University has a positive EWA of $66,400.

The tuition and fee proposals were presented to the Executive Budget Committee (EBC) at a public hearing on February 22 and some testimony was heard, both in support and in opposition to a few of the proposals. The EBC includes four student leaders, a representative from the faculty, professional staff and classified staff and the University vice presidents. The EBC met after the tuition and fee hearing on February 25 and deliberated both the merits of each proposed increase and the acceptable amount of the total increase. The President approved the proposed tuition and fee rates on March 10.

BOISE STATE UNIVERSITY

Changes to Student Fees for FY 2017

Annual Full-Time Fees and Part-Fime Credit Hours Fees

	Student Fees:	Bd Appv	FY16 Fees	FY17 Initial Notice	Requested FY17 Fees	Requested Change	Requested % Chg.
1	**Full-time Fees:**						
2	Tuition	**	$4,766.20	$4,894.00	$4,892.50	$126.30	2.6%
3	Technology Fee	**	$217.68	$238.78	$237.48	19.80	9.1%
4	Facilities Fees	**	$1,123.58	$1,203.58	$1,223.58	100.00	8.9%
5	Student Activity Fees	**	$766.54	$1,014.64	$778.44	11.90	1.6%
6	**Total Full-time Fees**		$6,874.00	$7,351.00	$7,132.00	$258.00	3.8%
7		**					
8	**Part-time Credit Hour Fees:**						
9	Education Fee	**	$176.83	$193.23	$196.83	$20.00	11.3%
10	Technology Fee	**	9.65	10.30	9.90	0.25	2.6%
11	Facilities Fees	**	49.60	53.04	52.63	3.03	6.1%
12	Student Activity Fees	**	36.92	46.83	34.64	(2.28)	-6.2%
13	**Total Part-time Cr Hr Fees:**		$273.00	$303.40	$294.00	$21.00	7.7%
14							
15	**Summer Fees: (eff. Summer 2016)**						
16	Education Fee	**	$186.83	$207.84	$197.13	$10.30	5.5%
17	Technology Fee	**	9.65	10.30	9.90	0.25	2.6%
18	Facilities Fees	**	48.40	51.73	52.63	4.23	8.7%
19	Student Activity Fees	**	24.12	33.42	34.34	10.22	42.4%
20	**Total Summer Fees:**		$269.00	$303.29	$294.00	$25.00	9.3%
21							
22	**Other Student Fees:**						
23	Graduate Fees:						
24	Full-time Grad/Prof	**	$1,290.00	$1,328.00	$1,328.00	$38.00	2.9%
25	Part-time Graduate/Hour	**	$85.00	$85.00	$85.00	$0.00	0.0%
26	Nonresident Tuition:						
27	Nonres Tuition - full time	**	$14,050.00	$14,450.00	$14,450.00	$400.00	2.8%
28	Nonres Fees - part-time		$250.00	$270.00	$270.00	$20.00	8.0%
29	Professional Fee:						
30	Undergrad. Nursing - Con't Students	**	$200.00	$200.00	$200.00	$0.00	0.0%
31	Undergrad. Nursing - New Students	**	$850.00	$850.00	$850.00	$0.00	0.0%
32	Self-Support Program Fees:						
33	Bachelor Business / Accountancy: Twin Falls		$297.00	$297.00	$297.00	$0.00	0.0%
34	Executive MBA		$1,215.00	$1,215.00	$1,215.00	$0.00	0.0%
35	MBA Online		$750.00	$750.00	$750.00	$0.00	0.0%
36	Bachelor of Criminal Justice: Twin Falls		$275.00	$275.00	$275.00	$0.00	0.0%
37	Master of Social Work: Twin Falls & N.I.		$380.00	$380.00	$380.00	$0.00	0.0%
38	Bachelor of Social Work: Twin Falls		$275.00	$275.00	$275.00	$0.00	0.0%
39	Graduate Certificate in Victim Services		$340.00	$340.00	$340.00	$0.00	0.0%
40	Graduate Certificate in Conflict Mgmt.		$341.00	$369.00	$369.00	$28.00	8.2%
41	Doctor of Nurse Practice (DNP)		$600.00	$750.00	$750.00	$150.00	25.0%
42	Adult Gerontology Nurse Practitioner (AGNP		$600.00	$750.00	$750.00	$150.00	25.0%
43	B.S. in Nursing (RN to BSN)		$335.00	$335.00	$335.00	$0.00	0.0%
44	B.S. Respiratory Care (R.R.T. to B.S.)		$300.00	$300.00	$300.00	$0.00	0.0%
45	EdTech Masters and Grad Certificates		$379.33	$436.23	$436.23	$56.90	15.0%
46	EdTech PhD		$476.00	$547.40	$547.40	$71.40	15.0%
47	M.Ed., Specialist in Exec. Ed. Leadership		$420.00	$420.00	$420.00	$0.00	0.0%
48	Math Consulting Teacher Endorsement Cert		$225.00	$225.00	$225.00	$0.00	0.0%
49	M.A. in Education, Literarcy		$375.00	$375.00	$375.00	$0.00	0.0%
50	M.A. in Education, Bilingual / ENL Eduction		$375.00	$375.00	$375.00	$0.00	0.0%
51	Master of Athletic Leadership		$340.00	$340.00	$340.00	$0.00	0.0%
52	Master of Bilingual Ed/ESL: Canyon Cty		$329.00	$329.00	$329.00	$0.00	0.0%
53	Online Program Fees						
54	Bachelor of Science in Imaging Science		$395.00	$395.00	$395.00	$0.00	0.0%
55	Grad. Certificate in Healthcare Simulation		$600.00	$600.00	$600.00	$0.00	0.0%
56	Master of Social Work Online		$450.00	$450.00	$450.00	$0.00	0.0%
57	Org. Perf. & Workplace Learn. Res		$345.00	$450.00	$450.00	$105.00	30.4%
58	Org. Perf. & Workplace Learn. NR		$415.00	$450.00	$450.00	$35.00	8.4%
59	Other Fees:						
60	Western Undergrad Exchange	**	$3,438.00	$3,566.00	$3,566.00	$128.00	3.7%
61	Overload fee		$184.00	$197.00	$197.00	$13.00	7.1%
62	In-service Fees/Cr Hr - Undergrad	**	$106.00	$111.00	$111.00	$5.00	4.7%
63	In-service Fees/Cr Hr - Grad	**	$132.00	$139.00	$139.00	$7.00	5.3%
64	New Student Orientation Fee	**	$175.00	$175.00	$175.00	$0.00	0.0%
65							
66							

BOISE STATE UNIVERSITY

Potential Student Fee Revenue Changes for FY 2017

Due to Enrollment and Fee Changes

		Projected HC/SCH Count		Potential Revenue Generated					
				Changes due to Count		Fee Changes		Total Rev Chge	
	Student Fees:	FY16	FY17	Gen Educ	Local	Gen Educ	Local	Gen Educ	Local
1	**Full-time Fees:**								
2	Tuition (Unrestricted)	11,800	12,100	$1,429,900		$1,528,200		$2,958,100	
3	Technology Fee	11,800	12,100		65,300		239,600		304,900
4	Facilities Fees	11,800	12,100		337,100		1,210,000		1,547,100
5	Student Activity Fees	11,800	12,100		230,000		144,000		374,000
6	**Total Full-time Fees**			1,429,900	632,400	1,528,200	1,593,600	2,958,100	2,226,000
7									
8	**Part-time Credit Hour Fees:**								
9	Education Fee	57,846	51,920	($1,047,900)		$1,038,400		($9,500)	
10	Technology Fee	57,846	51,920		(57,200)		13,000		(44,200)
11	Facilities Fees	57,846	51,920		(293,900)		157,300		(136,600)
12	Student Activity Fees	57,846	51,920		(218,800)		(118,400)		(337,200)
13	**Total Part-time Cr Hr Fees:**			(1,047,900)	(569,900)	1,038,400	51,900	(9,500)	(518,000)
14									
15	**Summer Fees:**								
16	Education Fee	28,300	32,900	$859,400		$338,900		$1,198,300	
17	Technology Fee	28,300	32,900		44,400		8,200		52,600
18	Facilities Fees	28,300	32,900		222,600		139,200		361,800
19	Student Activity Fees	28,300	32,900		111,000		336,200		447,200
20	**Total Summer Fees:**			859,400	378,000	338,900	483,600	1,198,300	861,600
21									
22	**Other Student Fees:**								
23	Graduate Fees:								
24	Full-time Grad/Prof	580	650	$90,400		$24,700		$115,100	
25	Part-time Graduate/Hour	5,600	7,000	119,000		-		119,000	
26	Nonresident Tuition:								
27	Nonres Tuition - full-time	1,720	1,720	-		687,800		687,800	
28	Nonres Fees - part-time	5,444	5,444	-		108,900		108,900	
29	Professional Fees:								
30	Undergrad. Nursing - Con't Students	265	265		-		-		-
31	Undergrad. Nursing - New Students	65	65		-		-		-
32	Self-Support Program Fees:								
33	Bachelor Business / Accountancy: T	943	973		8,900		-		8,900
34	Executive MBA	700	700		-		-		-
35	MBA Online	2,947	2,947		-		-		-
36	Bachelor of Criminal Justice: Twin F	320	320		-		-		-
37	Master of Social Work: Twin Falls &	2,384	2,384		-		-		-
38	Bachelor of Social Work: Twin Falls	291	291		-		-		-
39	Graduate Certificate in Victim Servic	8	8		-		-		-
40	Graduate Certificate in Conflict Mgm	292	292		-		8,200		8,200
41	Doctor of Nurse Practice (DNP)	398	381		(10,200)		57,200		47,000
42	Adult Gerontology Nurse Practitione	796	1,086		174,000		162,900		336,900
43	B.S. in Nursing (RN to BSN)	5,715	5,715		-		-		-
44	B.S. Respiratory Care (R.R.T. to B.S	2,667	2,667		-		-		-
45	EdTech Masters and Grad Certificat	4,938	4,728		(79,700)		269,000		189,300
46	EdTech PhD	660	762		48,600		54,400		103,000
47	M.Ed., Specialist in Exec. Ed. Leade	227	227		-		-		-
48	Math Consulting Teacher Endorsem	698	698		-		-		-
49	M.A. in Education, Literarcy	466	466		-		-		-
50	M.A. in Education, Bilingual / ENL E	80	80		-		-		-
51	Master of Athletic Leadership	468	468		-		-		-
52	Master of Bilingual Ed/ESL: Canyon	282	282		-		-		-
53	Online Program Fees								
54	Bachelor of Science in Imaging Scie	356	3,524		1,251,400		-		1,251,400
55	Grad. Certificate in Healthcare Simu	57	78		12,600		-		12,600
56	Master of Social Work Online	225	2,579		1,059,300		-		1,059,300
57	Org. Perf. & Workplace Learn. Res	602	602		-		63,200		63,200
58	Org. Perf. & Workplace Learn. NR	1,330	1,330		-		46,600		46,600
59	Other Fees:								
60	Western Undergrad Exchge	93	93	-		11,800		11,800	
61	Overload Fee	1,750	1,750	-		22,800		22,800	
62	In-service Fees/Cr Hr - Undergrad			-				-	
63	In-service Fees/Cr Hr - Grad	2,050	2,009	(5,400)		14,100		8,700	
64	New Student Orientation Fee	2,880	2,880		-		-	-	
65	**Total Other Student Fees**			$204,000	2,464,900	$870,100	661,500	$1,074,100	3,126,400
66	**Total Additional Student Fee Revenue**			1,445,400	2,905,400	3,775,600	2,790,600	5,221,000	5,696,000

Boise State University
FY17 Revenue Needs (Not funded by via the FY2017 Legislative Appropriation)
Submitted to SBOE on 3.15.16

	Total Dedicated	Not fund at all next year	Fund with Tuition Request	Fund with Summer Enrollment and Other	Reallocation of University Budget	One time funding from reserves and salary savings
NON-CEC DECISION UNITS						
10.11 Change in Health Benefit Costs Fund Shift	$ 796,400		796,400			
10.12 Change in Variable Benefit Costs Fund Shift	46,800		46,800			
10.21 General Inflation Adjustment	549,700			549,700		
10.25 Inflationary Adjustment - Library	34,400		34,400			
10.31 Replacement Item	306,100			306,100		
CEC DECISION UNITS						
10.61 Salary Multiplier Regular Employees Fund Shift	1,777,500		1,777,500			
10.61 OT Salary Multiplier Regular Employees Fund Shift	68,400		68,400			
10.64 27th Payroll	2,280,700					2,280,700
OTHER ITEMS						
12.05 Complete College Idaho - JFAC approved $962,400	4,379,100	4,379,100				
Commitments on Record as of 2/19/16	1,859,445					1,859,445
True Blue Scholarships	1,000,000			504,668		
Summer Session Faculty Expenses and Incentive Funds	927,732			927,732		
Reserve fund for net income ratio 2%	3,540,000	3,540,000				
Faculty Promotions	225,700		225,100			
TOTAL NEED	**$ 17,791,977**	**$ 7,919,100**	**$ 2,948,600**	**$ 2,288,200**	**$ -**	**$ 4,140,145**

Revenue Generated - Tuition Only	2,948,600
Revenue Generated - Summer Enrollment and Other	2,288,200
	5,236,800

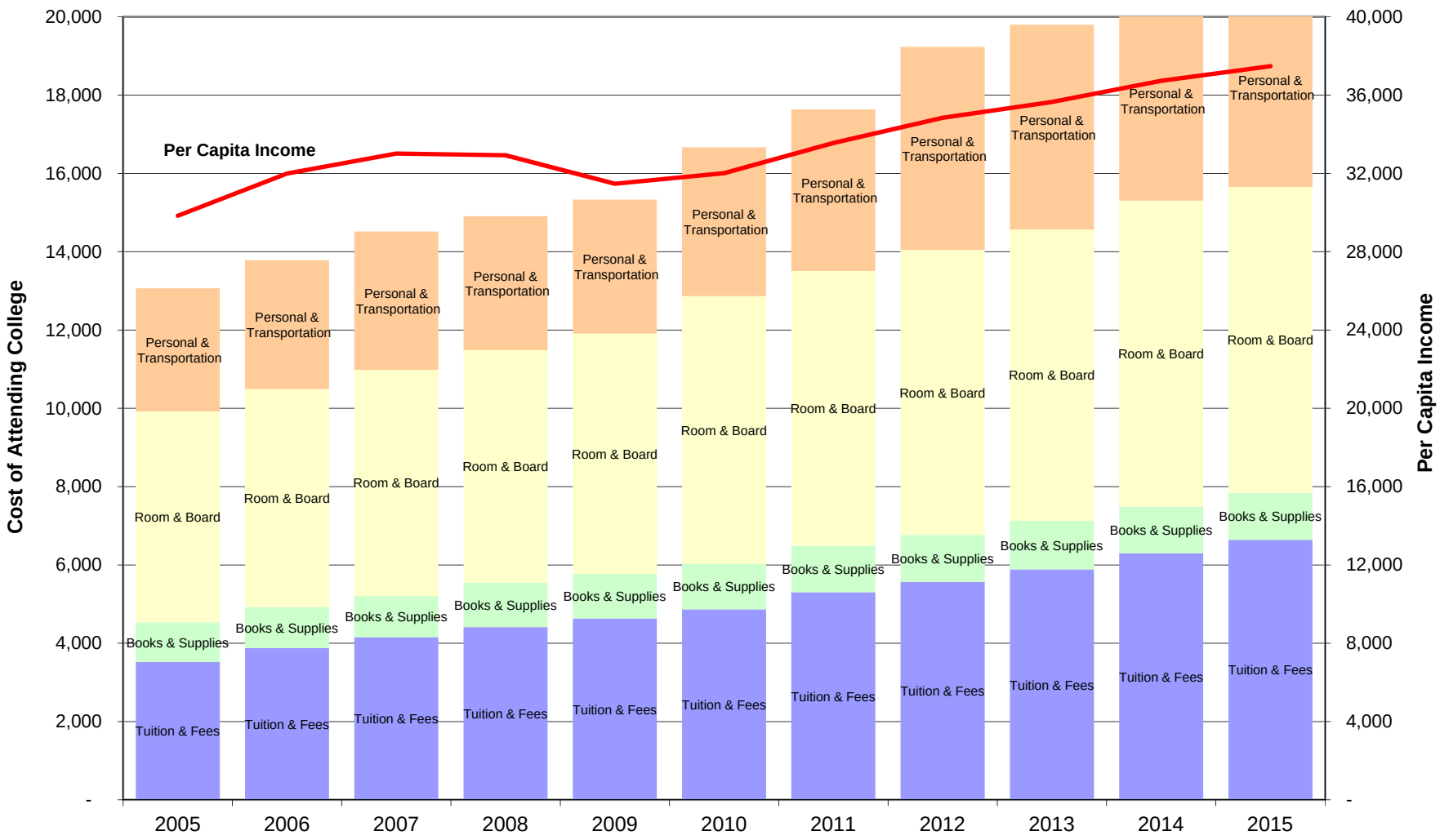
BOISE STATE UNIVERSITY

4-year History of Board Approved Fees plus FY16 Requested Fees

Annual Full-Time Fees and Part-Fime Credit Hours Fees

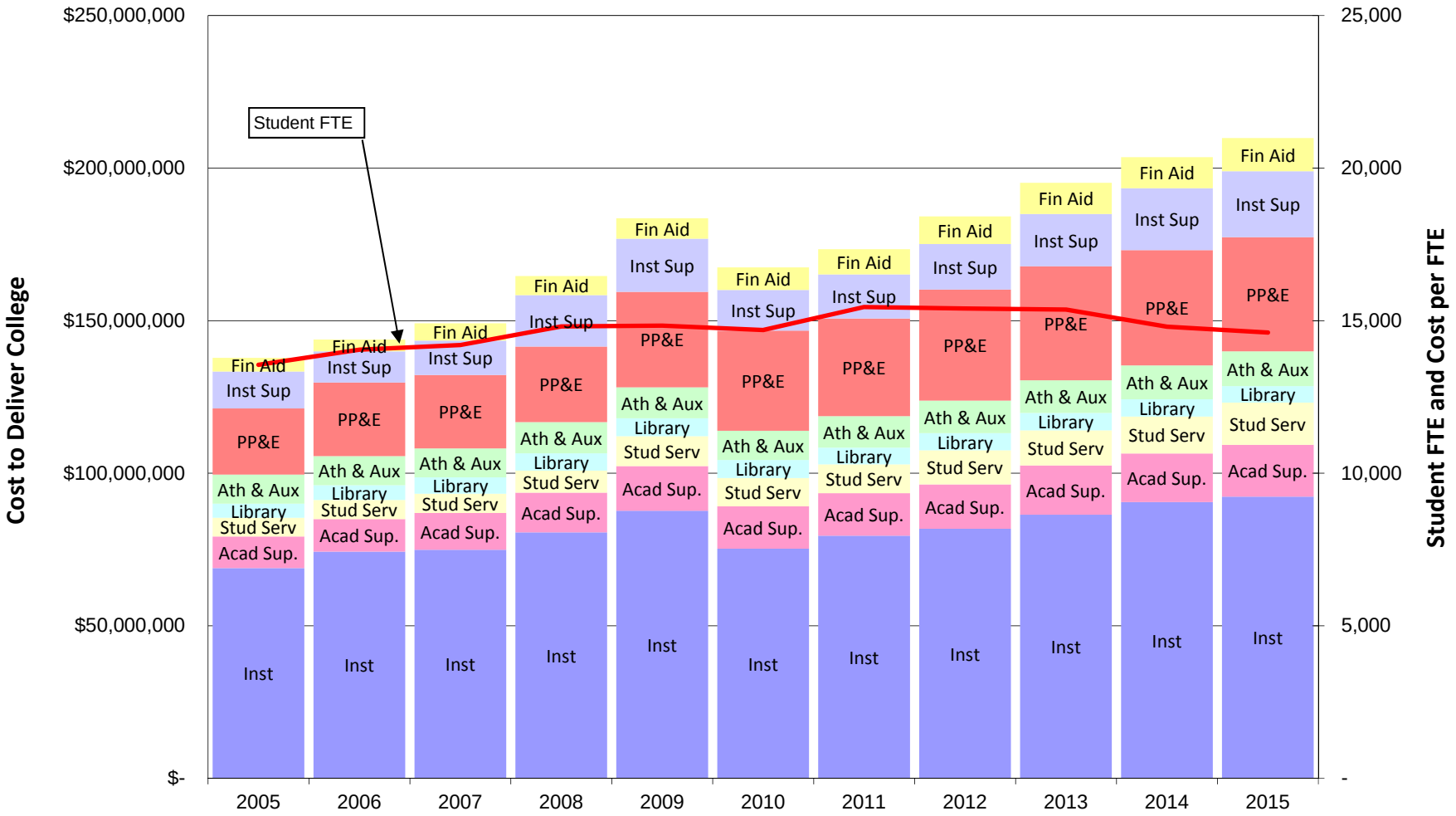
	Student Fees:	FY 2013	FY 2014	FY 2015	FY 2016	Request FY 2017	4-Year Increase	% Increase
1	**Full-time Fees**							
2	Tuition (Unrestricted)	$3,990.60	$4,309.20	$4,620.50	$4,766.20	$4,892.50	$901.90	22.6%
3	Technology Fee	149.50	185.50	198.50	217.68	237.48	87.98	58.8%
4	Facilities Fees	1,030.00	1,066.00	1,066.00	1,123.58	1,223.58	193.58	18.8%
5	Student Activity Fees	713.90	731.30	755.00	766.54	778.44	64.54	9.0%
6	**Total Full-time Fees**	$5,884.00	$6,292.00	$6,640.00	$6,874.00	$7,132.00	$1,248.00	21.2%
7	Percentage Increase	5.7%	6.9%	5.5%	3.5%	3.8%		
8								
9	**Part-time Credit Hour Fees**							
10	Education Fee	$160.47	$166.25	$169.25	$176.83	$196.83	$36.36	22.7%
11	Technology Fee	8.65	9.45	9.45	9.65	9.90	1.25	0.0%
12	Facilities Fees	49.40	49.60	49.60	49.60	52.63	3.23	0.0%
13	Student Activity Fees	33.48	34.70	35.70	36.92	34.64	1.16	3.5%
14	**Total Part-time Cr Hr Fees**	$252.00	$260.00	$264.00	$273.00	$294.00	$42.00	16.7%
15								
16	**Summer Fees**							
17	Education Fee	$164.97	$170.60	$177.60	$186.83	$197.13	$32.16	19.5%
18	Technology Fee	8.65	9.45	9.65	9.65	9.90	1.25	14.5%
19	Facilities Fees	49.50	49.70	48.40	48.40	52.63	3.13	6.3%
20	Student Activity Fees	21.88	22.25	24.35	24.12	34.34	12.46	56.9%
21	**Total Summer Fees**	$245.00	$252.00	$260.00	$269.00	$294.00	$49.00	20.0%
22								
23	**Other Student Fees**							
24	Graduate Fees:							
25	Full-time Grad/Prof	$1,089.00	$1,140.00	$1,184.00	$1,290.00	$1,328.00	$239.00	21.9%
26	Part-time Graduate/Hour	$60.50	$64.00	$67.00	$85.00	$85.00	$24.50	40.5%
27	Nonresident Tuition:							
28	Nonres Tuition - Full Time	$11,440.00	$12,600.00	$12,852.00	$14,050.00	$14,450.00	$3,010.00	26.3%
29	Nonres Tuition - Part Time	$101.20	$112.00	$200.00	$250.00	$270.00	$168.80	166.8%
30	Professional Fees:							
31	Undergrad. Nursing - Con't Students	$200.00	$200.00	$200.00	$200.00	$200.00	$0.00	0.0%
32	Undergrad. Nursing - New Students	$850.00	$850.00	$850.00	$850.00	$850.00	$0.00	0.0%
33	Self-Support Program Fees:							
34	Bachelor Business / Accountancy: Twin Fall	NA	$275.00	$286.00	$297.00	$297.00	New	New
35	Executive MBA	$1,117.50	$1,117.50	$1,215.00	$1,215.00	$1,215.00	$97.50	8.7%
36	MBA Online	NA	$750.00	$750.00	$750.00	$750.00	New	New
37	Bachelor of Criminal Justice: Twin Falls	NA	$265.00	$275.00	$275.00	$375.00	New	New
38	Master of Social Work: Twin Falls & N.I.	$330.00	$330.00	$380.00	$380.00	$380.00	$50.00	15.2%
39	Bachelor of Social Work: Twin Falls	NA	$265.00	$275.00	$275.00	$275.00	New	New
40	Graduate Certificate in Victim Services	NA	NA	$340.00	$340.00	$340.00	New	New
41	Graduate Certificate in Conflict Mgmt.	$301.00	$328.00	$328.00	$341.00	$369.00	$68.00	22.6%
42	Doctor of Nurse Practice (DNP)	NA	$600.00	$600.00	$600.00	$750.00	New	New
43	Adult Gerontology Nurse Practitioner (AGNI	NA	$600.00	$600.00	$600.00	$750.00	New	New
44	B.S. in Nursing (RN to BSN)	$335.00	$335.00	$335.00	$335.00	$335.00	$0.00	0.0%
45	B.S. Respiratory Care (R.R.T. to B.S.)	$300.00	$300.00	$300.00	$300.00	$300.00	$0.00	0.0%
46	Master of Educational Technology	$379.00	$379.33	$379.33	$379.33	$436.23	$57.23	15.1%
47	Master of Science EdTech	$379.00	$379.33	$379.33	$379.33	$436.23	$57.23	15.1%
48	EdTech Graduate Certificates	$379.00	$379.33	$379.33	$379.33	$436.23	$57.23	15.1%
49	EdTech PhD	$476.00	$476.00	$476.00	$476.00	$547.40	$71.40	15.0%
50	M.Ed., Specialist in Exec. Ed. Leadership	NA	NA	$420.00	$420.00	$420.00	New	New
51	Math Consulting Teacher Endorsement Cer	NA	NA	$225.00	$225.00	$225.00	New	New
52	M.A. in Education, Literarcy	$319.00	$375.00	$375.00	$375.00	$375.00	$56.00	17.6%
53	M.A. in Education, Bilingual / ENL Eduction	$319.00	$375.00	$375.00	$375.00	$375.00	$56.00	17.6%
54	Master of Athletic Leadership	NA	NA	$340.00	$340.00	$340.00	New	New
55	Master of Bilingual Ed/ESL: Canyon Cty	$319.00	$329.00	$329.00	$329.00	$329.00	$10.00	3.1%
56	Online Program Fees							
57	Bachelor of Science in Imaging Science	NA	NA	NA	$395.00	$395.00	New	New
58	Grad. Certificate in Healthcare Simulation	NA	NA	NA	$600.00	$600.00	New	New
59	Master of Social Work Online	NA	NA	NA	$450.00	$450.00	New	New
60	Other Fees:							
61	Western Undergrad Exchge	$2,942.00	$3,146.00	$3,320.00	$3,438.00	$3,566.00	$624.00	21.2%
62	Overload fee	$252.00	$166.00	$170.00	$184.00	$197.00	($55.00)	-21.8%
63	In-service Fees/Cr Hr - Undergrad	$96.00	$100.00	$103.00	$106.00	$111.00	$15.00	15.6%
64	In-service Fees/Cr Hr - Grad	$115.00	$121.00	$125.00	$132.00	$139.00	$24.00	20.9%
65	New Student Orientation Fee	$160.00	$160.00	$175.00	$175.00	$175.00	$15.00	9.4%

Cost of Attending College vs. Per Capita Income
Boise State University



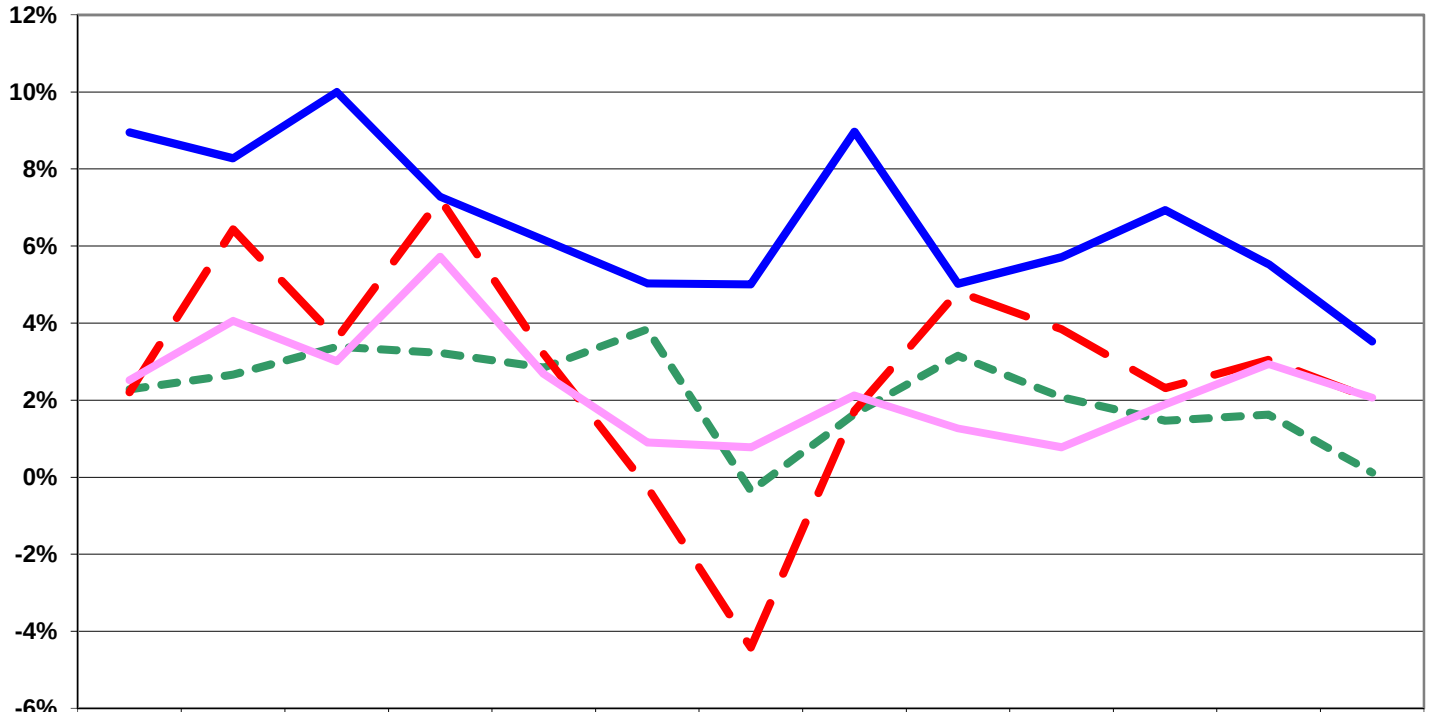
The Cost of Attendance includes the full tuition and fees and does not reflect a student possibly receiving financial aid, scholarships, or discounts.

Cost to Deliver College
Boise State University



Fin Aid - Financial Aid Inst Sup - Institutional Support PP&E - Property, Plant & Equipment Ath & Aux - Athletics & Auxiliary
Library - Library Educational Materials Student Serv. - Student Services Acad. Sup. - Academic Support Inst - Instruction

Boise State University
Resident Fees, CPI, Per Capita Income, Average Annual Wage
% Increase from Prior Year



	FY04	FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16
Resident Fees	8.95%	8.27%	10.00%	7.28%	6.16%	5.03%	5.01%	8.96%	5.02%	5.71%	6.93%	5.53%	3.52%
Consumer Price Index	2.28%	2.66%	3.39%	3.23%	2.85%	3.84%	-0.36%	1.64%	3.16%	2.07%	1.46%	1.62%	0.12%
Idaho Per Capita Income	2.21%	6.44%	3.59%	7.22%	3.19%	-0.26%	-4.42%	1.72%	4.81%	3.84%	2.31%	3.04%	2.03%
Idaho Average Annual Wage	2.52%	4.06%	3.01%	5.72%	2.68%	0.90%	0.77%	2.12%	1.27%	0.78%	1.89%	2.94%	2.07%

Source: Bureau of Economic Analysis, U.S. Department of Commerce
Divison of Finanical Management Economic Forecast, January 2016

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Self-Support Programs

The following are the Boise State University Self-Support programs and Online Fee programs requesting increases to existing rates. All self-support programs are required to cover the 3 percent CEC and increase in health benefits, as well as overhead rates charged by the University.

Graduate Certificate in Conflict Management

The Conflict Management Certificate Program requests a $28 increase to the current $341 fee per credit for a new fee of $369 per credit. The purpose is to cover the additional program costs, including CEC and benefit rate increases, as well as funding an additional lecturer.

Doctor of Nurse Practice (DNP) and Adult Gerontology Nurse Practitioner (AGNP)

This program currently charges $600 per credit and is proposing an increase to $750 per credit. The current per credit rate is not sufficient to maintain these high cost programs under a self-support model. In addition to CEC and increasing benefit costs, the programs have numerous unique program specific costs such as an unforeseen need for having to obtain or upgrade clinical technology and costs related to having to hire experienced faculty out of state to come to campus for clinicals. Both programs have experienced large enrollment growth since inception and achieved their enrollment goals.

EdTech Programs

The EdTech Department requests increases to their graduate programs to cover increasing personnel costs and maintain program quality and support. The program seeks to increase the current fee per credit from $379.33 to $436.23 for Master programs and graduate certificates and from $476 to $547.40 for the PhD program.

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Organizational Performance and Workplace Learning (OPWL)
Fee increase proposal – FY17

The Organizational Performance and Workplace Learning program was launched as an innovative program in 1988, well before the State Board's self-support policy in 2007 and the establishment of the online program fee in 2015. Given these changes, Boise State proposes that the OPWL program adopt the online program fee in order to align this program's financial arrangements and fee structure with existing policies. This proposal transitions OPWL from its current pricing model to a new single fee online program fee. The program meets all of the criteria established for utilizing the new online program fee including:

1) All of OPWL's programs are fully online;
2) The program is included in, and not separate from, the University's finances;
3) The program needs to move away from nonresident tuition to be competitive and aligned with the marketplace.

Because the program has not increased its fees since 2007 and is now requesting an increase, it is appropriate to consider this change at this time. See below for details and rationale.

Proposed per credit fee in FY17: To merge and increase the OPWL online course fee from a two-fee per credit structure into a single fee per credit structure of $450.

Compelling rationale for the fee increase:

- At the present time there is a two-fee structure for the OPWL online classes which causes some difficulty: $345 for resident students and $415 for nonresident students.
    - There are two sections that have to be listed for each class because of the difference in fees charged, even though each section is actually part of the same class.
    - Students oftentimes register in the wrong section and have to be asked to move to the correct section.
- The OPWL online fees per credit have not been increased since 2007.
- Over the past decade the cost of doing business and keeping up with changes in the department, including adding new faculty, changes in technology and other changes, have increased, but the fee per credit has not.
- Faculty workload reports are an issue due to the two fee structure because each class section is listed separately even though the two sections are actually taught as one online class. Therefore, it appears that a faculty member is teaching small enrollment classes.
- The $450 fee per credit will still be lower than the median course fees at a sample of U.S. universities. This, however, will still place the department in a competitive position to attract students to the OPWL programs.
- Moving to one fee will have a greater impact on resident students ($105/per credit resident increase vs $35/per credit non-resident increase) and to make the fee

increase equitable but still provide a single fee structure, the OPWL program proposes to provide a $70 per credit fee waiver to those residents enrolled during AY16 through the end of the fall 2018 semester. The 10 semesters allowed between fall 2015 and fall 2018 represents the time-to-completion for approximately 85% of the graduates and provides those students with an additional incentive to persist semester-to-semester.

- Beginning in fall 2016, our admitted OPWL current resident and non-resident students will see an effective increase of $35/credit. Any grandfathered admitted OPWL student remaining in the program after the fall 2018 semester will pay the per credit rate that is in effect at that time.
- All new fall 2016 students and non-admitted OPWL students will pay the $450/credit fee, regardless of residency status.

Two year history (FY15 and FY16) regarding the per-credit fee charged and the program's enrollments in credit hours and head count.

Current rates:
Resident fee: $345/credit
Nonresident fee: $415 per credit

FY15: Summer and Fall 2014 and Spring 2015
Total credits: 1,928
Head count: 225

FY16: Summer and Fall 2015 and Spring 2016
Total credits: 1,932 (estimate)
Head count: 205 (estimate)

Projected enrollments in credit hours and headcount for FY17:
Summer and Fall 2016 and Spring 2017
Total estimated credits: 1,932
Head count estimated: 205

IDAHO STATE UNIVERSITY

FY 2017 TUITION & FEES INFORMATION

- Tuition & Fees Recommendation Narrative Provided by Institution ..... Page 37
- Provided by Board Staff:
  - Recommendations for Changes to Tuition & Fees (T&F) for FY 2017 Page 39
  - Potential (T&F) Revenue Changes for FY 2017 Page 40
  - Schedule of non-state revenues needed to cover FY 2017 itemized expenses Page 41
  - 4-year History: Board Approved T&F plus FY 2017 Recommended T&F Page 42
  - Chart: Cost of Attending College vs. Per Capita Income Page 43
  - Chart: Cost to Deliver College Page 44
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- Request for Increase to Professional Fees ..... Page 46

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Idaho State University
Tuition & Fees Hearing Summary

Proposed Changes to Student Fees

This proposal is the result of Idaho State University's comprehensive process for setting tuition and fees, which was, again, significantly modified this year to allow for an earlier commitment to proposed tuition and fee levels. Although continued discipline in our budget setting and management process has been essential to enabling us to make these proposed commitments, unforeseen and undesirable financial events continue to occur, such as uneven cash flows due to enrollment fluctuations and unfunded mandates, as well as operational disruptions due to building and/or system failures. The University appoints a Special Budget Consultation Committee (SBCC) to review and discuss proposed tuition and fee rates for the upcoming year.

The SBCC has a diversified membership consisting of faculty, staff, and students. The President, Vice President, and Finance Officer of the ISU student body (ASISU) all actively serve on the committee. Public hearings to seek testimony on the tuition and fee increases, as published in the Bengal student newspaper, were held at the Idaho Falls, Meridian and Pocatello campuses February 22nd & 23rd, 2016. The Vice President for Finance and Administration, Assistant Vice President and Budget Officer, and members of the Special Budget Consultation Committee were present to answer questions.

The attached worksheet, which estimates potential tuition and fee revenue changes for FY 2017, is predicated on the fee rates contained in the ISU Notice of Intent to Adopt Student Fee and Rate Increases, which was issued on February 10, 2016.

Matriculation and Other General Education Fees ($115,400)
As with previous years, student fee revenue is a necessary component of the University's total revenue required for ongoing operations. This rate increase will provide ongoing funding for institutional priorities in relation to our strategic plan. The proposed increase to tuition will generate an approximate additional amount of $2,543,200. As mentioned, this amount will be used to fund ongoing strategic priorities such as academic and institutional support, unfunded personnel costs, inflation, graduate and teaching assistants, and student services. Although our current financial situation could argue for a higher increase, we have limited our request to a 2.5% increase for tuition price competitive reasons.

Alternatively, due to continuing enrolment challenges, the projected revenue decline from enrollment changes is approximated to be a loss of ($2,658,600). As a result, the net revenue change from tuition and enrollment adjustments is ($115,400). The University plans to address its enrollment challenges by implementing a number of new financial incentive and financial aid programs for students.

Additional Student Financial Incentives and Financial Aid Programs

Beginning in the fall 2016 semester, if approved, the University will be adopting new tuition and financial aid incentives, which include the following:

Tuition Lock

This program will ensure that the "base" tuition rate first charged to a resident undergraduate student will remain constant for a period of four continuous academic years following initial enrollment. In addition to providing much needed assistance to students, the goal of this program is to provide some enrollment predictability and to incentivize timely completion. The qualifying student criteria are as follows:

- Idaho resident
- Full-time student taking a minimum of 15 credits
- New, first-time freshmen
- Degree-seeking student
- Good academic standing with a minimum GPA of 2.0 (matches our current standard for continual enrollment and graduation)
- Must be continuously enrolled (fall and spring semesters), unless a student experiences an absence due to being a military student who is called to active duty, or is on a religious mission/humanitarian leave.

Early College "Step-Ahead" Program

Idaho residents that complete early college courses at ISU will be eligible for an additional $1,000 total scholarship that will be provided in separate, equal amounts during a student's enrollment, such as $500 in the first year and $500 in the last year.

Bengal Retention Grant

A new need-based scholarship program for current full-time ISU students with a minimum GPA of 3.0, are Pell Grant eligible, have declared a major, and are not in an oversubscribed program. An amount is yet to be determined.

Student Activity Fees $313,257

Student participation is paramount to our budget cycle, particularly in relation to student activity fees. The Student Activity Fee Advisory Committee (SAFAC) began meeting in December to review proposals and presentations for student activity fees. A proposal was developed and presented to the SBCC on January 13th. Student leadership and members of the committee are proposing a minimum increase necessary to fund the increase in health insurance and CEC. It is important to note, however, that the increase in student activity fees will not provide funding sufficient to fully cover all personnel and benefit costs in local funds, or expand programs or positions that benefit students. Focus was placed on supporting currently funded programs adequately before adding any new fees. This is only the second increase in many of these fees in over eight years.

The overall rate of undergraduate tuition and fee increase in this proposal is 2.5%, which represents a lower increase than we had last year and our lowest increase in 28 years.

IDAHO STATE UNIVERSITY

Changes to Student Fees for FY 2017

Annual Full-Time Fees and Part-Fime Credit Hours Fees

		Student Fees:	Bd Appv	FY16 Fees	FY17 Initial Notice	Requested FY17 Fees	Change	% Chg.
1		**Full-time Fees:**						
2		Tuition	**	$5,105.06	$5,242.64	$5,242.64	$137.58	2.7%
3		Technology Fee	**	166.80	166.80	166.80	0.00	0.0%
4		Facilities Fees	**	510.00	510.00	510.00	0.00	0.0%
5		Student Activity Fees	**	1,002.14	1,036.56	1,036.56	34.42	3.4%
6		**Total Full-time Fees**		$6,784.00	$6,956.00	$6,956.00	$172.00	2.5%
7								
8		**Part-time Credit Hour Fees:**						
9		Education Fee	**	$290.00	$297.53	$297.53	$7.53	2.6%
10		Technology Fee	**	6.15	6.15	6.15	0.00	0.0%
11		Facilities Fees	**	0.00	0.00	0.00	0.00	0.0%
12		Student Activity Fees	**	42.85	44.32	44.32	1.47	3.4%
13		**Total Part-time Cr Hr Fees:**		$339.00	$348.00	$348.00	$9.00	2.7%
14								
15		**Other Student Fees:**						
16		Graduate Fees:						
17		Full-time Tuition/Fees	**	$6,894.00	$7,239.00	$7,239.00	$345.00	5.0%
18		Full-time Grad Fee	**	$1,226.00	$1,263.00	$1,263.00	$37.00	3.0%
19		Part-time Tuition/Fees	**	$344.00	$362.00	$362.00	$18.00	5.2%
20		Part-time Grad Fee	**	$62.00	$64.00	$64.00	$2.00	3.2%
21		Nonresident Tuition:						
22		Full-time Nonres Tuition	**	$13,398.00	$14,068.00	$14,068.00	$670.00	5.0%
23		Full-time Grad Fee	**	1,226.00	1,276.00	1,276.00	$50.00	4.1%
24		Part-time Nonres Tuition	**	217.00	228.00	228.00	11.00	5.1%
25		Part-time Grad Fee	**	62.00	65.00	65.00	3.00	4.8%
26		Professional Fees:						
27	(Note A)	PharmD - Resident	**	$10,030.00	$10,330.00	$10,330.00	$300.00	3.0%
28		PharmD - Nonres	**	$14,940.00	$14,940.00	$14,940.00	$0.00	0.0%
29		Phys Therapy - Resident	**	$3,172.00	$3,630.00	$3,630.00	$458.00	14.4%
30		Phys Therapy - Nonres	**	$8,640.00	$8,640.00	$8,640.00	$0.00	0.0%
31		Occu Therapy - Resident	**	$2,720.00	$2,818.00	$2,818.00	$98.00	3.6%
32		Occu Therapy - Nonres	**	$6,850.00	$7,098.00	$7,098.00	$248.00	3.6%
33		Physician Assistant - Resident	**	$19,815.00	$20,115.00	$20,115.00	$300.00	1.5%
34		Physician Assistant - Nonres	**	$20,625.00	$20,625.00	$20,625.00	$0.00	0.0%
35		Nursing-BSN	**	$1,780.00	$1,780.00	$1,780.00	$0.00	0.0%
36		Nursing-MSN	**	$2,160.00	$2,160.00	$2,160.00	$0.00	0.0%
37		Nursing-PhD	**	$2,170.00	$2,170.00	$2,170.00	$0.00	0.0%
38		Nursing-DNP	**	$3,880.00	$3,880.00	$3,880.00	$0.00	0.0%
37		Speech Language Path MS (Cr Hr)	**	$60.00	$60.00	$60.00	$0.00	0.0%
38	(Note A)	Speech Language Online PreProf (C	**	$210.00	$245.00	$245.00	$35.00	16.7%
39	(Note A)	Speech Language Online MS (Cr Hr	**	$435.00	$470.00	$470.00	$35.00	8.0%
40		Audiology AuD (Cr Hr)	**	$55.00	$60.00	$60.00	$5.00	9.1%
41	(Note A)	Dental Hygiene BS (Junior/Senior)	**	$720.00	$2,090.00	$2,090.00	$1,370.00	190.3%
42	(Note A)	Dental Hygiene MS-Didactic (Cr Hr)	**	$105.00	$143.00	$143.00	$38.00	36.2%
43		Dental Hygiene MS-Clinical (Cr Hr)	**	$349.00	$349.00	$349.00	$0.00	0.0%
44	(Note A)	Dental Hygiene MS-Thesis (Cr Hr)	**	$210.00	$250.00	$250.00	$40.00	19.0%
45		Counseling-Graduate	**	$990.00	$990.00	$990.00	$0.00	0.0%
46		Radiographic Science	**	$830.00	$830.00	$830.00	$0.00	0.0%
47	(Note A)	Clinical Lab Science	**	$970.00	$1,420.00	$1,420.00	$450.00	46.4%
48		Paramedic Science	**	$1,370.00	$1,412.00	$1,412.00	$42.00	3.1%
49		Dietetics	**	$2,900.00	$2,900.00	$2,900.00	$0.00	0.0%
50		Social Work	**	$250.00	$250.00	$250.00	$0.00	0.0%
51		Athletic Training MS	**	$1,500.00	$1,500.00	$1,500.00	$0.00	0.0%
52		Idaho Dental Education (IDEP)		$25,705.00	$27,648.00	$27,648.00	$1,943.00	7.6%
53		Other Fees:						
54		Western Undergrad Exchge	**	$3,392.00	$3,478.00	$3,478.00	$86.00	2.5%
55		In-service Fees/Cr Hr - Undergrad	**	$106.00	$111.00	$111.00	$5.00	4.7%
56		In-service Fees/Cr Hr - Grad	**	$132.00	$139.00	$139.00	$7.00	5.3%
57		New Student Orientation Fee	**	$100.00	$100.00	$100.00	$0.00	0.0%
57								
58								

59 Note A: Due to a change to Idaho State Board of Education Policy V.R.3.b.iv. referencing professional fees, course fees associated with a program that has professional fees are now prohibited. As a result, the proposed increase to some professional fees includes existing course fees that are now prohibited as a separate fee. The overall net increase to professional fees meets the competitive test.

The Full-time fee & Part-time credit hour fee are effective Fall Semester 2016.
Summer session fees are at the Part-time fee rate - effective Summer 2017.

IDAHO STATE UNIVERSITY

Potential Student Fee Revenue Changes for FY 17

Due to Enrollment and Fee Changes

		Projected HC/SCH Count		Potential Revenue Generated					
				Changes due to Count		Fee Changes		Total Rev Chge	
	Student Fees:	FY16	FY17	Gen Educ	Local	Gen Educ	Local	**Gen Educ**	**Local**
1	**Full-time Fees:**								
2	Tuition	7,000	6,535	($2,373,900)		$899,100		($1,474,800)	
3	Technology Fee	7,000	6,535		(77,600)		0		($77,600)
4	Facilities Fees	7,000	6,535		(237,200)		0		($237,200)
5	Student Activity Fees	7,000	6,535		(466,000)		224,900		($241,100)
6	**Total Full-time Fees**			($2,373,900)	($780,800)	$899,100	$224,900	(1,474,800)	(555,900)
7									
8	**Part-time Credit Hour Fees:**								
9	Tuition	39,655	39,900	$71,100		$300,400		$371,500	
10	Technology Fee	39,655	39,900		1,500		0		$1,500
11	Facilities Fees	39,655	39,900		0		0		$0
12	Student Activity Fees	39,655	39,900		10,500		58,700		$69,200
13	**Total Part-time Cr Hr Fees:**			$71,100	$12,000	$300,400	$58,700	371,500	70,700
14									
15	**Other Student Fees:**								
16	Graduate Fees:								
17	Full-time Tuition/Fees	926	865	($318,100)	($102,400)	$268,700	$29,800	(49,400)	($72,600)
18	Full-time Grad Fee	584	543	($50,300)		$20,100		(30,200)	$0
19	Part-time Tuition/Fees	6,345	6,600	75,200	12,500	109,100	9,700	184,300	$22,200
20	Part-time Grad Fee	4,569	4,764	12,100		9,500		21,600	$0
21	Nonresident Tuition:								
22	Full-time Nonres Tuition	1224	1314	602,900		$880,400		1,483,300	$0
23	Full-time Grad Fee	342	322	(12,300)		16,100		3,800	$0
24	Part-time Nonres Tuition	1,600	2,000	86,800		22,000		108,800	$0
25	Part-time Grad Fee	1,776	1,836	3,700		5,500		9,200	
24	Professional Fees:								
25	PharmD - Resident	256	280		240,700		84,000	-	$324,700
26	PharmD - Nonres	24	50		388,400		0	-	$388,400
27	Phys Therapy - Resident	53	50		(9,500)		22,900	-	$13,400
28	Phys Therapy - Nonres	17	13		(34,600)		0	-	($34,600)
29	Occu Therapy - Resident	25	25		0		2,500	-	$2,500
30	Occu Therapy - Nonres	12	5		(48,000)		1,200	-	($46,800)
31	Physician Assistant - Resident	80	80		0		24,000	-	$24,000
32	Physician Assistant - Nonres	40	40		0		0	-	$0
33	Nursing-BSN	238	170		(121,000)		0	-	($121,000)
34	Nursing-MSN	15	10		(10,800)		0	-	($10,800)
35	Nursing-PhD	4	5		2,200		0	-	$2,200
36	Nursing-DNP	15	25		38,800		0	-	$38,800
35	Speech Language Path MS (Cr Hr)	1,708	1,800		5,500		0	-	$5,500
36	Speech Language Online PreProf ((	2,106	2,800		145,700		98,000	-	$243,700
37	Speech Language Online MS (Cr H	673	950		120,500		33,300	-	$153,800
38	Audiology AuD (Cr Hr)	591	630		2,100		3,200	-	$5,300
39	Dental Hygiene BS (Junior/Senior)	60	45		(10,800)		61,700	-	$50,900
40	Dental Hygiene MS-Didactic (Cr Hr)	208	150		(6,100)		5,700	-	($400)
41	Dental Hygiene MS-Clinical (Cr Hr)	23	0		(8,000)		0	-	($8,000)
42	Dental Hygiene MS-Thesis (Cr Hr)	55	65		2,100		2,600	-	$4,700
43	Counseling-Graduate	60	60		0		0	-	$0
44	Radiographic Science	36	45		7,500		0	-	$7,500
45	Clinical Lab Science	44	44		0		19,800	-	$19,800
46	Paramedic Science	20	20		0		800	-	$800
47	Dietetics	18	16		(5,800)		0	-	($5,800)
48	Social Work	67	55		(3,000)		0	-	($3,000)
49	Athletic Training MS	67	5		(93,000)		0	-	($93,000)
50	Idaho Dental Education (IDEP)	8	8		0		15,500	-	$15,500
51	Other Fees:								
52	Western Undergrad Exchge	128	135	23,700		11,600		35,300	$0
53	In-service Fees/Cr Hr - Undergrad	0	0	0		0		-	$0
54	In-service Fees/Cr Hr - Grad	6,600	650	(785,400)		4,600		(780,800)	$0
55	New Student Orientation Fee	2,600	2,300		(30,000)		0	-	($30,000)
55	**Total Other Student Fees**			($361,700)	$483,000	$1,347,600	$414,700	$985,900	$897,700
56									
57	**Total Additional Student Fee Revenue**			($2,664,500)	($285,800)	$2,547,100	$698,300	($117,400)	$412,500

The schedule of "Potential Student Fee Revenue Changes for FY 17" is a calculation of the potential revenue to be derived from the fee increases being proposed as well as the impact of the change in the number of students paying (net of waivers and discounts, refunds, etc.) those individual fees. The numbers of student payments is reflected in the "HC/SCH Count" columns. FY16 is the current year base budget while FY17 is a reflection of the anticipated FY16 actual.

The Full-time fee & Part-time credit hour fee are effective Fall Semester 2016.
Summer session fees are at the Part-time fee rate - effective Summer 2017.

Idaho State University

Schedule of tuition and fees needed to cover FY 2017 itemized expenses

	Total	Tuition Only Request	Non-Res, Grad, etc Request	Reallocation of Budget	Fund from Reserves
NON-CEC DECISION UNITS					
10.11 Change in Health Benefit Costs	$ 397,800	397,800			
10.12 Change in Variable Benefit Costs	35,600	35,600			
10.21 General Inflation Adjustment	-				
10.25 Inflationary Adjustment - Library	-				
10.31 Repair, Replacement	-				
10.64 27th Payroll - Regular Employees	1,082,100				1,082,100
CEC DECISION UNITS					
10.61 Salary Multiplier Regular Employees	837,900	837,900			
10.62 Salary Multiplier Group and Temporary	220,900	220,900			
10.65 27th Payroll CEC - Regular Employees	32,400				32,400
Line Items					
12.01 Line Item: EWA Restoration	(1,116,000)	(1,116,000)			
12.02 Line Item: 27th Payroll & CEC - Regular Employees FS	-				
12.03 Line Item: 27th Payroll & CEC - Group Positions	291,300				291,300
12.04 Line Item: Group Positions CEC Fund Shift	-				
12.05 Line Item: 27th Payroll & CEC - Group Positions FS	-				
12.06 Line Item: CCI Retention and Completion	-				
12.07 Line Item: CCI Student Opportunity Development	-				
12.08 Line Item: Healt Sciences Expansion to Meridian	-				
12.09 Line Item: CCI Online Learning and Accessibility	-				
Revenue Changes					
Enrollment Workload Adjustment	(1,116,000)	1,116,000			
Enrollment Count Decrease	(2,658,600)				2,658,600
Endowment Increase	399,300	(399,300)			
OTHER ITEMS					
FLSA Pay/Overtime Regulation Changes	500,000				500,000
Additional Financial Aid and Financial Incentives	3,779,437				3,779,437
Academic Support	1,027,535	198,007			829,528
Critical Positions/Equity Adjustments	772,243		695,230		77,013
Enrollment Management/Recruiting	504,306				504,306
Institutional Support	1,313,287				1,313,287
Graduate/Teaching Assistants	70,670		70,670		
Library Inflation	200,000		200,000		
Student Services	286,393	286,393			
TOTAL NEED	**$ 13,611,171**	**$ 1,577,300**	**$ 965,900**	**$ -**	**$ 11,067,971**

$ 2,543,200 Total needs/tuition

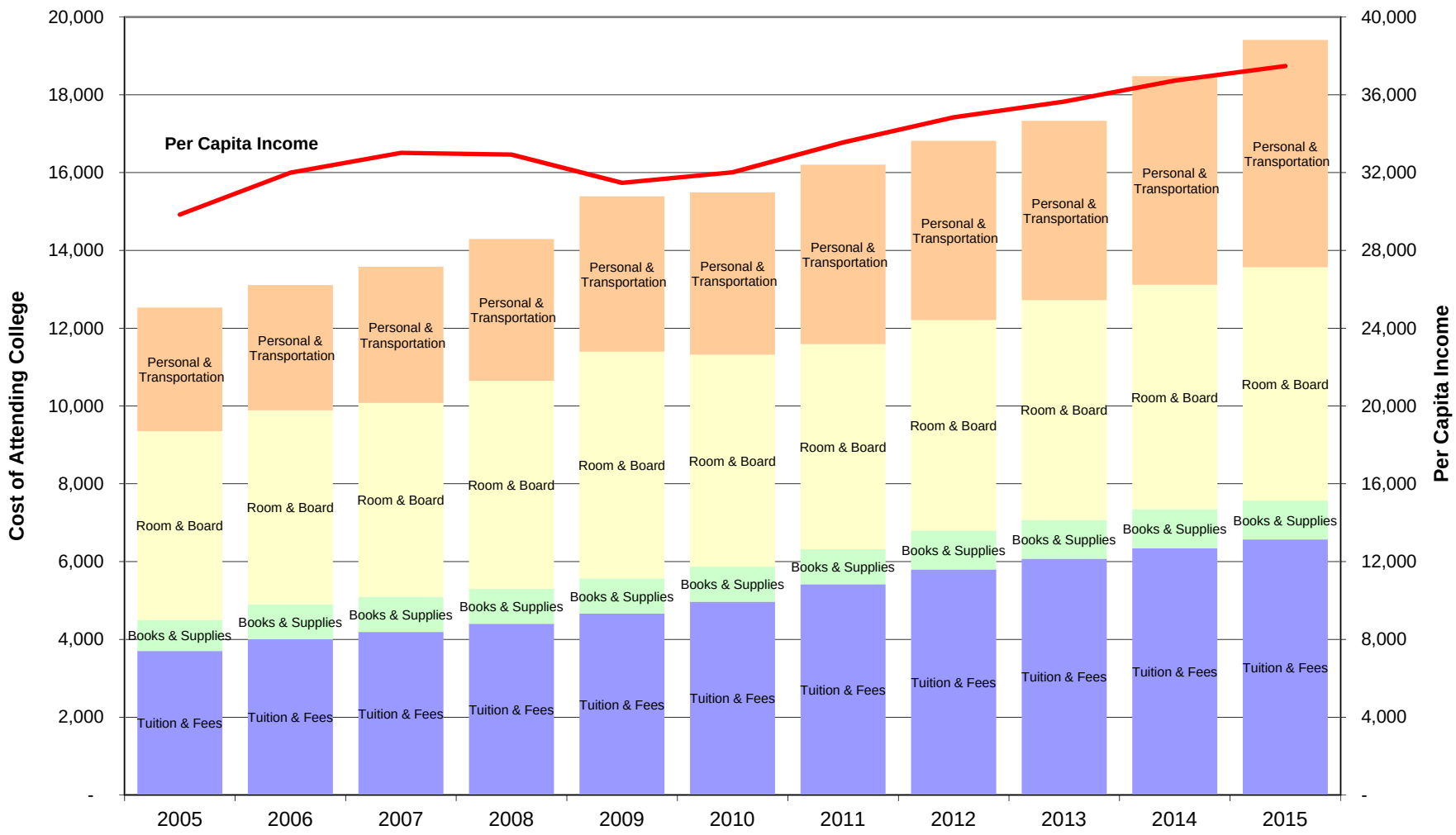
IDAHO STATE UNIVERSITY

4-year History of Board Approved Fees plus FY17 Requested Fees

Annual Full-Time Fees and Part-Fime Credit Hours Fees

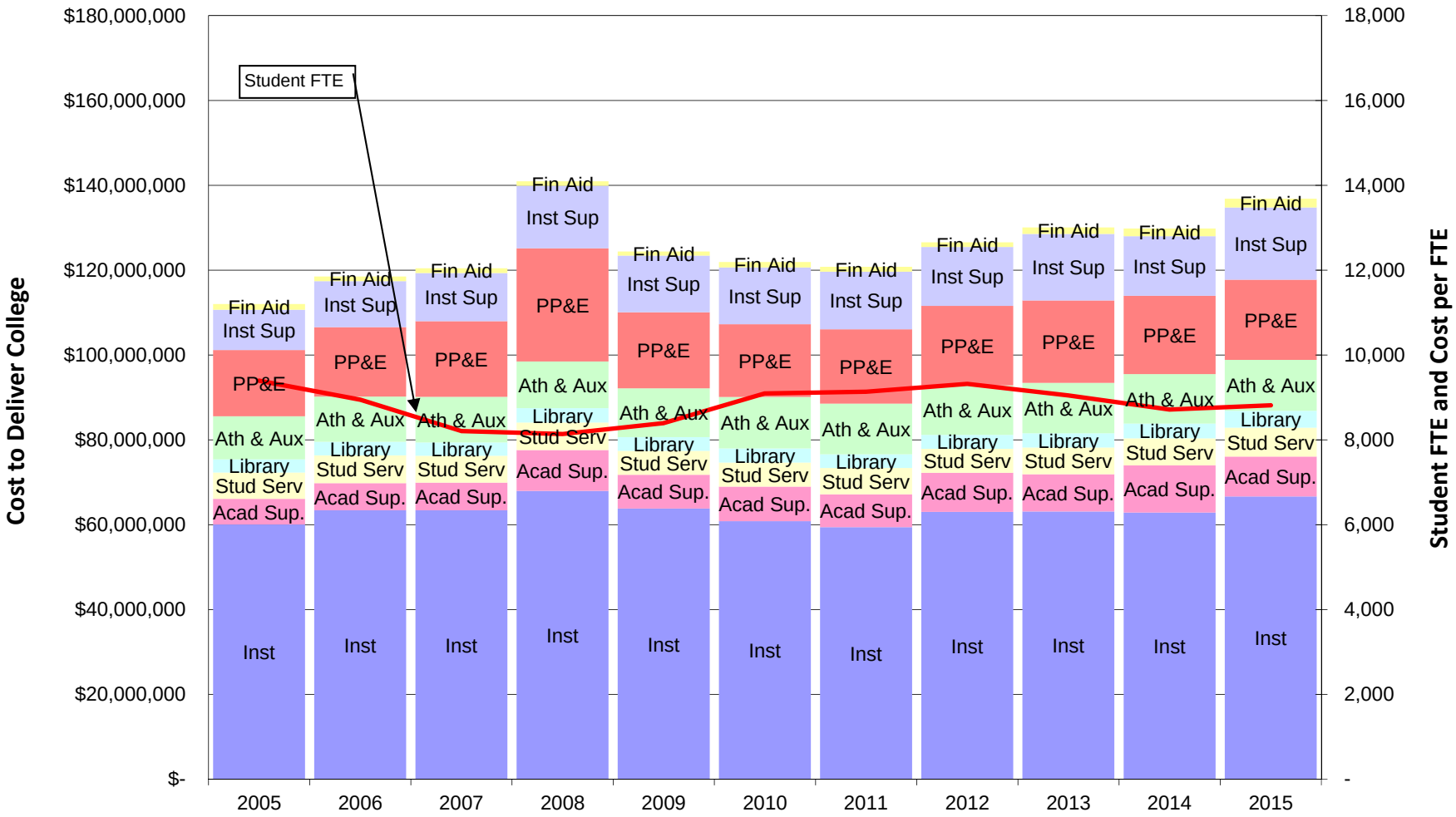
	Student Fees:	FY 2013	FY 2014	FY 2015	FY 2016	Request FY 2017	4-Year Increase	% Increase
1	**Full-time Fees**							
2	Tuition (Unrestricted)	$4,417.02	$4,687.02	$4,909.02	$5,105.06	$5,242.64	$825.62	18.69%
3	Technology Fee	166.80	166.80	166.80	166.80	166.80	0.00	0.00%
4	Facilities Fees	510.00	510.00	510.00	510.00	510.00	0.00	0.00%
5	Student Activity Fees	976.18	980.18	980.18	1,002.14	1,036.56	60.38	6.19%
6	**Total Full-time Fees**	$6,070.00	$6,344.00	$6,566.00	$6,784.00	$6,956.00	$886.00	14.60%
7	Percentage Increase	4.7%	4.5%	3.5%	3.3%	2.5%		
8								
9	**Part-time Credit Hour Fees**							
10	Education Fee	$256.19	$268.96	$279.96	$290.00	$297.53	$41.34	16.14%
11	Technology Fee	6.15	6.15	6.15	6.15	6.15	0.00	0.00%
12	Facilities Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
13	Student Activity Fees	41.66	41.89	41.89	42.85	44.32	2.66	6.39%
14	**Total Part-time Cr Hr Fees**	$304.00	$317.00	$328.00	$339.00	$348.00	$44.00	14.47%
15								
16	**Other Student Fees**							
17	Graduate Fees:							
18	Full-time Grad/Prof	$1,080.00	$1,128.00	$1,168.00	$1,226.00	$1,263.00	$183.00	16.94%
19	Part-time Graduate/Hour	$54.00	$57.00	$59.00	$62.00	$64.00	$10.00	18.52%
20	Nonresident Tuition:							
21	Nonres Tuition	$11,800.00	$12,332.00	$12,760.00	$13,398.00	$14,068.00	$2,268.00	19.22%
22	Part-time Nonres Tuition	$190.00	$200.00	$207.00	$217.00	$228.00	$38.00	20.00%
23	Professional Fees:							
24	PharmD - Resident	$9,098.00	$9,460.00	$9,678.00	$10,030.00	$10,330.00	$1,232.00	13.54%
25	PharmD - Nonres	$13,630.00	$14,200.00	$14,418.00	$14,940.00	$14,940.00	$1,310.00	9.61%
26	Phys Therapy - Resident	$2,380.00	$2,640.00	$2,714.00	$3,172.00	$3,630.00	$1,250.00	52.52%
27	Phys Therapy - Nonres	$6,776.00	$7,516.00	$7,726.00	$8,640.00	$8,640.00	$1,864.00	27.51%
28	Occu Therapy - Resident	$1,960.00	$2,294.00	$2,320.00	$2,720.00	$2,818.00	$858.00	43.78%
29	Occu Therapy - Nonres	$6,776.00	$6,776.00	$6,850.00	$6,850.00	$7,098.00	$322.00	4.75%
30	Physician Assistant - Res	$17,814.00	$18,528.00	$19,035.00	$19,815.00	$20,115.00	$2,301.00	12.92%
31	Physician Assistant - Nonres	$19,821.00	$20,613.00	$20,613.00	$20,625.00	$20,625.00	$804.00	4.06%
32	Nursing-BSN	$1,520.00	$1,672.00	$1,722.00	$1,780.00	$1,780.00	$260.00	17.11%
33	Nursing-MSN	$1,850.00	$2,034.00	$2,094.00	$2,160.00	$2,160.00	$310.00	16.76%
34	Nursing-PhD	$2,000.00	$2,040.00	$2,102.00	$2,170.00	$2,170.00	$170.00	8.50%
35	Nursing-DNP	$0.00	$3,656.00	$3,766.00	$3,880.00	$3,880.00	$3,880.00	New
36	Speech Language Path MS (Cr Hr)	$50.00	$50.00	$51.00	$60.00	$60.00	$10.00	20.00%
37	Speech Language Online PreProf (Cr	$196.00	$196.00	$200.00	$210.00	$245.00	$49.00	25.00%
38	Speech Language Online MS (Cr Hr)	$424.00	$424.00	$432.00	$435.00	$470.00	$46.00	10.85%
39	Audiology AuD (Cr Hr)	$50.00	$50.00	$51.00	$55.00	$60.00	$10.00	20.00%
40	Dental Hygiene BS (Junior/Senior)	$556.00	$556.00	$576.00	$720.00	$2,090.00	$1,534.00	275.90%
41	Dental Hygiene MS-Didactic (Cr Hr)	$85.00	$85.00	$88.00	$105.00	$143.00	$58.00	68.24%
42	Dental Hygiene MS-Clinical (Cr Hr)	$337.00	$337.00	$349.00	$349.00	$349.00	$12.00	3.56%
43	Dental Hygiene MS-Thesis (Cr Hr)	$170.00	$170.00	$176.00	$210.00	$250.00	$80.00	47.06%
44	Counseling-Graduate	$900.00	$900.00	$932.00	$990.00	$990.00	$90.00	10.00%
45	Radiographic Science	$690.00	$800.00	$824.00	$830.00	$830.00	$140.00	20.29%
46	Clinical Lab Science	$940.00	$940.00	$940.00	$970.00	$1,420.00	$480.00	51.06%
47	Paramedic Science	$1,300.00	$1,300.00	$1,312.00	$1,370.00	$1,412.00	$112.00	8.62%
48	Dietetics (currently a class fee)	$2,700.00	$2,700.00	$2,700.00	$2,900.00	$2,900.00	$200.00	7.41%
49	Social Work	$250.00	$250.00	$250.00	$250.00	$250.00	$0.00	0.00%
50	Athletic Training	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$0.00	0.00%
51	Idaho Dental Education (IDEP)	$24,260.00	$24,254.00	$25,020.00	$25,705.00	$27,648.00	$3,388.00	13.97%
52	Other Fees:							
53	Western Undergrad Exchge	$3,035.00	$3,172.00	$3,283.00	$3,392.00	$3,478.00	$443.00	14.60%
54	In-service Fees/Cr Hr - Undergrad	$96.00	$100.00	$103.00	$106.00	$111.00	$15.00	15.63%
55	In-service Fees/Cr Hr - Grad	$115.00	$121.00	$125.00	$132.00	$139.00	$24.00	20.87%
56	New Student Orientation Fee	$100.00	$100.00	$100.00	$100.00	$100.00	$0.00	0.00%

Cost of Attending College vs. Per Capita Income
Idaho State University

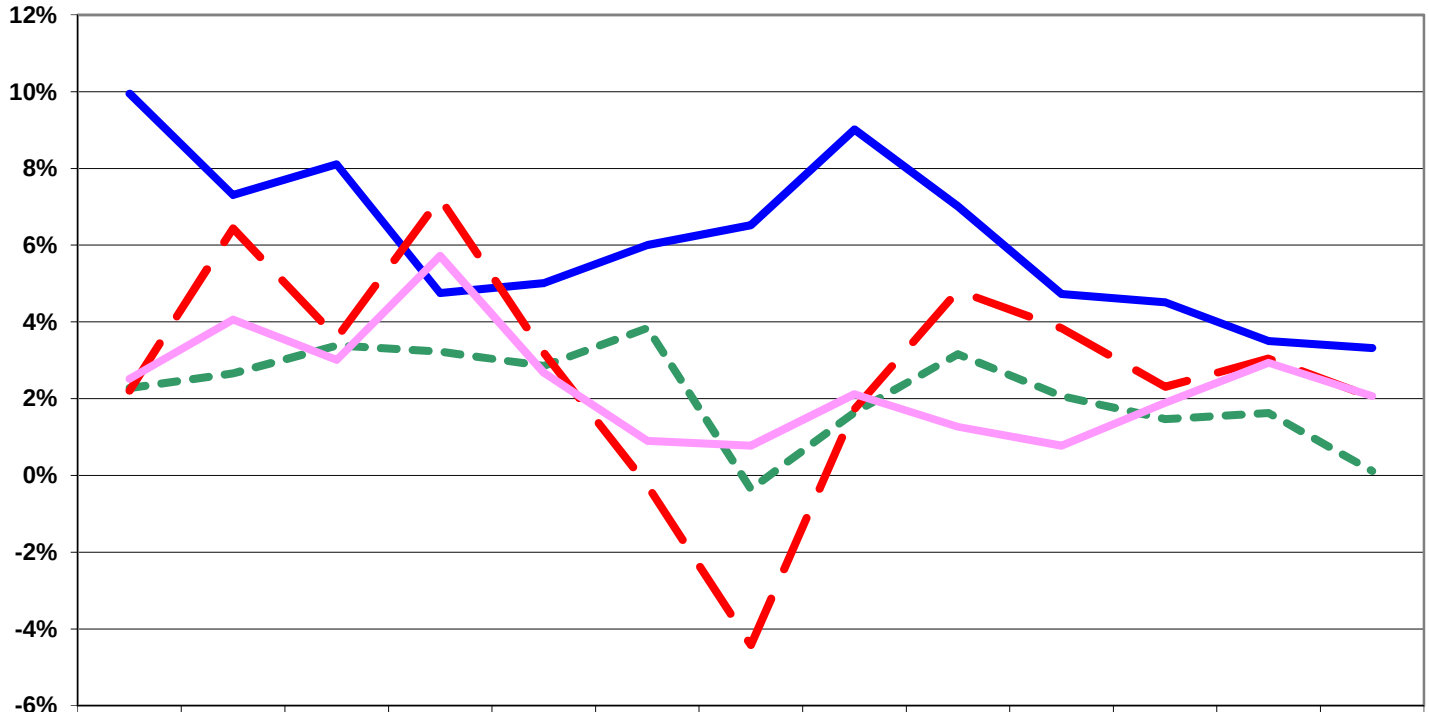


The Cost of Attendance includes the full tuition and fees and does not reflect a student possibly receiving financial aid, scholarships, or discounts.

Cost to Deliver College
Idaho State University



Idaho State University
Resident Fees, CPI, Per Capita Income, Average Annual Wage
% Increase from Prior Year



	FY04	FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16
Resident Fees	9.95%	7.31%	8.11%	4.75%	5.01%	6.00%	6.52%	9.02%	7.02%	4.73%	4.51%	3.50%	3.32%
Consumer Price Index	2.28%	2.66%	3.39%	3.23%	2.85%	3.84%	-0.36%	1.64%	3.16%	2.07%	1.46%	1.62%	0.12%
Idaho Per Capita Income	2.21%	6.44%	3.59%	7.22%	3.19%	-0.26%	-4.42%	1.72%	4.81%	3.84%	2.31%	3.04%	2.03%
Idaho Average Annual Wage	2.52%	4.06%	3.01%	5.72%	2.68%	0.90%	0.77%	2.12%	1.27%	0.78%	1.89%	2.94%	2.07%

Source: Bureau of Economic Analysis, U.S. Department of Commerce
Divison of Finanical Management Economic Forecast, January 2016

Professional Fees

Pharmacy

The College of Pharmacy is proposing a professional fee increase of 3.0% for resident students. No professional fee increase is proposed for non-resident students. The College of Pharmacy currently has a professional fee and a $100.00 per year course fee. State Board Policy prohibits any course fees associated with an approved and established professional fee program. As a result, the College of Pharmacy is proposing that the course fee be added to the professional fee. Additionally, the College of Pharmacy is proposing a $100.00 per semester increase in professional fees to help defray the costs of books and additional immunization and training certifications. Even though the proposed percentage increase in professional fees is 3.0%, the total increase to actual fees charged to resident students in the College of Pharmacy is only a 2.0% increase from FY 2016. ISU will remain competitive even with the 3.0% fee increase.

Physical Therapy

Physical Therapy is proposing a 14.4% increase in professional fees for resident students based on the recommendation of the State Board of Education (SBOE). Physical Therapy had proposed a $916.00 annual increase to professional fees for FY 2016. The SBOE recommended that ISU increase the professional fees for Physical Therapy over a two year period. The first $458.00 increase was approved in FY 2016 and Physical Therapy is now proposing the second $458.00 increase for FY 2017. No professional fee increase is proposed for non-resident students. Even with a 14.4% increase in professional fees for resident students, ISU will still remain the most affordable option for students.

Occupational Therapy

Occupational Therapy is proposing a 3.6% increase in professional fees for resident and non-resident students. In order for the Occupational Therapy Program to keep pace with CEC and benefit rate increases, it must increase professional fees. These increases in professional fees will cover a potential 3% increase in CEC, benefit rate increases, and provide much needed ongoing support for academic and clinical faculty. ISU's Occupational Therapy Program will remain the most affordable option for students even with a 3.6% increase in professional fees.

Physician Assistant (PA)

The Department of Physician Assistant Studies is proposing a 1.5% increase in professional fees for resident students. No professional fee increase is proposed for non-resident students. A 1.5% increase in professional fees will cover only a portion of the CEC. It is important to note that when comparing 16 regional programs and non-regional competitors, ISU's PA Program's total resident fees are the third most affordable, yet ISU's PA Program's total non-resident fees are the most expensive. As a result, it is proposed that the increase be applied solely to the resident PA professional fee.

Communication Science Disorders (CSD)
The Department of CSD has three professional programs with proposed professional fee increases. Currently, the Speech Language Pathology Online Pre-Professional Program and the Speech Language Pathology Online MS program have a $35.00 per credit eISU course fee in addition to their per credit professional fee. State Board Policy prohibits any course fees associated with an approved and established professional fee program. As a result, the department of CSD is proposing that the eISU course fee be added to the professional fee. Even though the proposed percentage increase in professional fees is 16.7% for the Online Pre-Professional Program and 8.0% for the Online MS Program, the total per credit fees charged to students in the Speech Language Pathology MS and the Speech Language Pathology Online Pre-Professional Programs is actually a 0.0% increase.

Audiology is proposing a 9.1%, or $5 annual, increase in professional fees. In order for Audiology to keep pace with CEC and benefit rate increases it must increase professional fees. A 9.1% increase in professional fees will cover a potential 3% CEC and increased costs for online tracking of AuD students' clinical practicum.

Dental Hygiene
The Department of Dental Hygiene has three professional programs with proposed professional fee increases. The Dental Hygiene BS Program currently has a professional fee and several course fees. State Board Policy prohibits any course fees associated with an approved and established professional fee program. As a result, the Dental Hygiene Department is proposing that all of the course fees be added to the professional fee. Even though the proposed percentage increase in professional fees for FY 2017 is 190.3%, the total increase to actual fees charged to students in the Dental Hygiene BS Program is a 2.2% increase. In order for the Dental Hygiene Program to keep pace with CEC and benefit rate increases, and increasing ongoing departmental expenses, it must increase professional fees. The 2.2% increase is to defray these costs. ISU will not only continue to be financially competitive even with this professional fee increase, but will remain the lowest cost program in the intermountain west.

The Dental Hygiene MS – Didactic Program and the Dental Hygiene MS – Thesis Program have a $35.00 per credit eISU course fee in addition to their per credit professional fee. State Board Policy prohibits any course fees associated with an approved and established professional fee program. As a result, the department of Dental Hygiene is proposing that the eISU course fee be added to the professional fee. Even though the proposed percentage increase in professional fees is 36.2% for the Didactic Program and 19.0% for the Thesis Program, the total per credit fees charged to students in the Dental Hygiene MS – Didactic and the Dental Hygiene MS –Thesis Programs is actually a 2.1% increase for the Didactic Program and a 2.0% increase for the Thesis Program. In order for the Dental Hygiene Program to keep pace with CEC and benefit rate increases, and increasing ongoing departmental expenses, it must increase professional fees. The 2.1% increase for the Didactic Program and the 2.0% increase for the Thesis Program are to defray some of these costs.

Medical Lab Sciences (MLS)
The Medical Laboratory Sciences Program requests a professional fee increase of 46.4%. The MLS Program currently has a professional fee and a $200.00 per semester lab course fee. State Board Policy prohibits any course fees associated with an approved and established professional fee program. As a result, the department of MLS is requesting that the course fee be added to the professional fee. Additionally, the department of MLS is requesting a $25.00 per semester increase in professional fees to help defray the increasing costs of medical lab supplies. Even though the proposed percentage increase in professional fees is 46.4%, the total increase to actual fees charged to students in the MLS Program is only a 3.7% increase from FY 2016. University of Utah's MLS Program charges course fees in excess of $950.00 per year in addition to a $1,064.00 professional fee. Even with increasing the professional fee by $450.00 per year, ISU's MLS Program remains financially competitive.

Paramedic Science
The Paramedic Science Program is proposing a 3.1% increase to meet the increasing costs of expanding the Paramedic Science Program to Eastern Idaho. This expansion requires a clinical coordinator and lab instructor. This proposed increase in professional fees will keep the program costs of attendance for the students within the range of other institutions offering comparable programs.

Idaho Dental Education Program (IDEP)
IDEP provides access to dental education for Idaho students through a cooperative agreement between ISU and Creighton University in Omaha, Nebraska. This fee and its proposed increase are set by Creighton University.

EASTERN IDAHO TECHNICAL COLLEGE

FY 2017 TUITION & FEES INFORMATION

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Eastern Idaho Technical College
Tuition & Fees Hearing Summary

Proposed Changes to Student Fees

Eastern Idaho Technical College is proposing a 3.0% increase to the full-time resident and non-resident student enrollment fees, effective fall semester 2016. Similarly, the College is proposing to increase the part-time resident and part-time non-resident enrollment fees by 3.0% as part of the College financial plan. This proposed student enrollment fee increase will generate approximately $33,000 in increased revenue if enrollment projections are met. However, because of the potential for declining enrollments this fee increase is expected to net only about $5,400. EITC has taken pride in having the lowest student fees of any College in the state of Idaho.

A portion of this increase is specific to the parking portion of the Student Activity fee source and the balance is found in the Vocational Education Fee. The parking portion of the fee will be primarily used to support the ongoing maintenance required for safety access to campus. The campus has both increasing costs for snow removal and has deferred maintenance on parking lots, access roads and sidewalks to the point that we need to address some repairs for safety concerns.

The other portion of this 3.0% increase is in the area of the Vocational Education Fee. The college is seeing an increase in the cost of running its Career and Technical programs. This increase in cost has put pressure on local funding and cash reserves. EITC's FY15 reserve ratio of 37% is below the benchmark recommended by the State Board of 40%. EITC has worked to increase its reserves to a healthy level from 31% in FY13, and 35% in FY14. To continue this progress, EITC is seeking this fee increase to help offset the increasing cost for our CTE programs.

EITC's recommendation for fee increases was developed by EITC's President's Advisory Council (PAC) which consists of the President and Vice Presidents. Public hearings to seek testimony on the proposed fee increases, as published and posted campus-wide in a letter to the EITC Student Senate President, were held at EITC. Members of PAC were present to answer questions. The Student Senate President has voiced her support for this small increase.

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EASTERN IDAHO TECHNICAL COLLEGE

Changes to Student Fees for FY 2017

Annual Full-Time Fees and Part-Time Credit Hour Fees

	Annual Fees	Bd Appv	FY16 Fees	FY17 Initial Notice	Requested FY17 Fees	Change	% Chg.
1	**Full-time Fees:**						
2	Vocational Education Fee	**	$1,500.00	$1,500.00	$1,550.00	$50.00	3.3%
3	Technology Fee	**	328.00	328.00	328.00	0.00	0.0%
4	Student Activity Fees	**	506.00	576.00	526.00	20.00	4.0%
5	**Total Full-time Fees**		$2,334.00	$2,404.00	$2,404.00	$70.00	3.0%
6							
7	**Part-time Credit Hour Fees:**						
8	Vocational Education Fee		$63.50	$63.50	$64.25	$0.75	1.2%
9	Technology Fee		17.00	17.00	17.00	0.00	0.0%
10	Student Activity Fees		22.00	25.00	24.25	2.25	10.2%
11	**Total Full-time Fees**		$102.50	$105.50	$105.50	$3.00	2.9%
12							
13	**Full-time Nonresident Fees:**						
14	Vocational Education Fee		$5,288.00	$5,288.00	$5,357.00	$69.00	1.3%
15	Technology Fee		2,106.00	2,106.00	2,106.00	0.00	0.0%
16	Student Activity Fees		1,156.00	1,412.00	1,343.00	187.00	16.2%
17	**Total Full-time Fees**		$8,550.00	$8,806.00	$8,806.00	$256.00	3.0%
18							
19	**Part-time Non-resident Credit Hour Fees:**						
20	Vocational Education Fee		$127.00	$127.00	$129.00	$2.00	1.6%
21	Technology Fee		34.00	34.00	34.00	0.00	0.0%
22	Student Activity Fees		44.00	50.00	48.00	4.00	9.1%
23	**Total Full-time Fees**		$205.00	$211.00	$211.00	$6.00	2.9%
24							
25							

EASTERN IDAHO TECHNICAL COLLEGE

Potential Student Fee Revenue Changes for FY 2017

Due to Enrollment and Fee Changes

		Projected HC/SCH Count		Potential Revenue Generated					
				Changes due to Count		Fee Changes		Total Rev Chge	
	Annual Fees	FY16	FY17	Gen Educ	Local	Gen Educ	Local	**Gen Educ**	**Local**
1	**Full-time Fees:**								
2	Vocational Education Fee	429	418	($16,500)		$20,900		$4,400	
3	Technology Fee	429	418		($3,600)		$0		($3,600)
4	Student Activity Fees	429	418		($5,600)		$8,400		$2,800
5	**Total Full-time Fees**			($16,500)	($9,200)	$20,900	$8,400	4,400	($800)
6									
7	**Part-time Credit Hour Fees:**								
8	Vocational Education Fee	686	668	($1,100)		$500		($600)	
9	Technology Fee	686	668		($300)		$0		($300)
10	Student Activity Fees	686	668		($400)		$1,500		$1,100
11	**Total Part-time Fees**			($1,100)	($700)	$500	$1,500	(600)	$800
12									
13	**Full-time Non-resident Fees:**								
14	Vocational Education Fee	6	6	$0		$400		$400	
15	Technology Fee	6	6		$0		$0		$0
16	Student Activity Fees	6	6		$0		$1,100		$1,100
17	**Total Non-resident Full-time Fees**			$0	$0	$400	$1,100	400	$1,100
18									
19	**Part-time Non-resident Credit Hour Fees:**								
20	Vocational Education Fee	17	17	$0		$0		$0	
21	Technology Fee	17	17		$0		$0		$0
22	Student Activity Fees	17	17		$0		$100		$100
23	**Total Non-resident Part-time Fees**			$0	$0	$0	$100	-	$100
24									
25	**Total Additional Student Fee Revenue**			($17,600)	($9,900)	$21,800	$11,100	$4,200	$1,200

EASTERN IDAHO TECHNICAL COLLEGE

4-year History of Board Approved Fees plus FY17 Requested Fees

Annual Full-Time Fees and Part-Time Credit Hour Fees

	Annual Fees	FY 2013	FY 2014	FY 2015	FY 2016	Request FY 2017	4-year Increase	% Increase
1	**Full-time Fees:**							
2	Vocational Education Fee	$1,440.00	$1,440.00	$1,500.00	$1,500.00	$1,550.00	$110.00	7.64%
3	Technology Fee	144.00	244.00	250.00	328.00	328.00	184.00	127.78%
4	Student Activity Fees 1)	438.00	438.00	506.00	506.00	526.00	88.00	20.09%
5	**Total Full-time Fees**	$2,022.00	$2,122.00	$2,256.00	$2,334.00	$2,404.00	$382.00	18.89%
6	Percentage Increase	4.7%	4.9%	6.3%	3.5%	3.0%		
7								
8	**Part-time Credit Hour Fees:**							
9	Education Fee	$92.00	$96.50	$99.50	$102.50	$105.50	$13.50	14.67%
10	**Total Part-time Cr Hr Fees:**	$92.00	$96.50	$99.50	$102.50	$105.50	$13.50	14.67%
11								
12	**Additional Nonresident Tuition:**							
13	Full-time Nonresident Tuition	$5,146.00	$5,650.00	$6,006.00	$6,216.00	$6,402.00	$1,256.00	24.41%
14	Part-time Nonresident Tuition/Cr	$90.00	$96.50	$99.50	$102.50	$105.50	$15.50	17.22%

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LEWIS-CLARK STATE COLLEGE

FY 2016 TUITION & FEES INFORMATION

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Lewis-Clark State College
Tuition & Fees Proposal

Proposed Changes to Student Fees

LCSC requests State Board approval to increase FY17 full-time and part-time resident fee rates by 2.0%. Full-time resident tuition and fees would increase by $120, to $6,120 per year. Part-time fees would increase by $6, to $313 per credit.

Nonresident tuition is proposed to increase by 4.5%. Nonresident students from outside Asotin County, Washington, would pay an additional $500 in nonresident tuition, or a total of $11,500 annually. Nonresident students who live in Asotin County, Washington, would see a $152 increase in their nonresident rate, to $3,532 annually.

The 2.0% overall resident rate increase is achieved through a combination of reallocation of existing facility fees, and a real increase in overall fee rates.

Existing facility fees that are proposed to be reallocated include the Student Union Building debt and Silverthorne Theatre fees. The Silverthorne Theatre remodel was completed in 2016, and the SUB debt obligation is scheduled to be paid off in 2018. The College proposes paying off the remaining balance early, using the SUB auxiliary's Internal Debt Service Reserve, and redirecting the funds that are freed-up to tuition and certain student activity fees, some of which have not seen increases in over ten years, and are supporting salary and benefit costs.

Enrollment estimates for FY17 have been adjusted down, to reflect the reality of current year enrollment levels.

As described, this proposal will generate sufficient funding to cover the salary and benefit requirements stipulated by the legislature ($494,200 total), fund faculty promotions ($33,200), and provide a small pool of funding for equity adjustments ($152,100) that we intend to supplement with funding received from the State for faculty retention. The overall increase in resource requirements ($786,100) is offset in part by an increase in the Normal School endowment distribution that the College will receive in FY17.

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LEWIS-CLARK STATE COLLEGE

Changes to Student Fees for FY 2017

Annual Full-Time Fees and Part-Fime Credit Hours Fees

	Student Fees:	Bd Appv	FY16 Fees	FY17 Initial Notice	Requested FY17 Fees	Requested Change	Requested % Chg.
1	**Full-time Fees:**						
2	Tuition Fee	**	$4,776.00	$5,100.00	$5,100.00	$324.00	6.8%
3	Technology Fee	**	70.00	70.00	70.00	0.00	0.0%
4	Facilities Fees	**	468.00	155.00	155.00	(313.00)	-66.9%
5	Student Activity Fees (Note A)	**	686.00	795.00	795.00	109.00	15.9%
6	**Total Full-time Fees**		$6,000.00	$6,120.00	$6,120.00	$120.00	2.0%
7							
8	**Part-time Credit Hour Fees:**						
9	Education Fee	**	$262.00	$272.75	$272.75	$10.75	4.1%
10	Technology Fee	**	4.25	4.25	4.25	0.00	0.0%
11	Facilities Fees	**	13.75	5.00	5.00	(8.75)	-63.6%
12	Student Activity Fees (Note A)	**	27.00	31.00	31.00	4.00	14.8%
13	**Total Part-time Cr Hr Fees**		$307.00	$313.00	$313.00	$6.00	2.0%
14							
15	**Summer Fees: (eff. Summer 2016)**						
16	Education Fee	**	$210.10	$199.75	$199.75	($10.35)	-4.9%
17	Technology Fee	**	4.25	4.25	4.25	0.00	0.0%
18	Facilities Fees	**	13.75	5.00	5.00	(8.75)	-63.6%
19	Student Activity Fees (Note A)	**	78.90	104.00	104.00	25.10	31.8%
20	**Total Summer Cr Hr Fees**		$307.00	$313.00	$313.00	$6.00	2.0%
21							
22	**Other Student Fees:**						
23	Nonresident Tuition:						
24	Nonres Tuition	**	$11,000.00	$11,500.00	$11,500.00	$500.00	4.5%
25	Nonres Tuition-Asotin County	**	$3,380.00	$3,532.00	$3,532.00	$152.00	4.5%
26	Professional Fees:						
27	None						
28	Other Fees:						
29	Western Undergrad Exchge	**	$3,000.00	$3,060.00	$3,060.00	$60.00	2.0%
30	In-service Fees/Cr Hr - Undergrad	**	$106.00	$111.00	$111.00	$5.00	4.7%
31	Overload (20 cr. or more)	**	$307.00	$313.00	$313.00	$6.00	2.0%
32							

33 Note A: The existing SUB Debt and Silverthorne Theatre facility fee are proposed to be eliminated in FY17. Funds would be reallocated to
34 tuition, the Strategic Facility Fee, and to numerous student activity fees, including: Alumni, Associated Students, Athletics, Center for Arts & History, DayCare, Radio Station, Scholarships, Student Activities, Student Health Center, and Student Union Building Ops.

Full-time fees and part-time credit hour fees are effective Fall Semester 2016. Summer fees are effective Summer 2017, and are requested to be authorized at the part-time credit hour rate; however, the College may opt to discount this fee further.

LEWIS-CLARK STATE COLLEGE

Potential Student Fee Revenue Changes for FY 2017

Due to Enrollment and Fee Changes

		Projected HC/SCH Count		Potential Revenue Generated					
				Changes due to Count		Fee Changes		Total Rev Chge	
	Student Fees:	FY16	FY17	Gen Educ	Local	Gen Educ	Local	**Gen Educ**	**Local**
1	**Full-time Fees:**		-3.4%						
2	Matriculation Fee	2,175	2,100	($358,200)		$680,400		$322,200	
3	Technology Fee	2,175	2,100		(5,300)		0		($5,300)
4	Facilities Fees	2,175	2,100		(35,100)		(657,300)		($692,400)
5	Student Activity Fees	2,175	2,100		(51,500)		228,900		$177,400
6	**Total Full-time Fees**			($358,200)	($91,900)	$680,400	($428,400)	322,200	(520,300)
7									
8	**Part-time Credit Hour Fees:**		-3.4%						
9	Education Fee	10,800	10,430	($96,900)		$112,100		$15,200	
10	Technology Fee	10,800	10,430		(1,600)		0		($1,600)
11	Facilities Fees	10,800	10,430		(5,100)		(91,300)		($96,400)
12	Student Activity Fees	10,800	10,430		(10,000)		41,700		$31,700
13	**Total Part-time Cr Hr Fees:**			($96,900)	($16,700)	$112,100	($49,600)	15,200	(66,300)
14									
15	**Summer Credit Hour Fees:**		0.0%						
16	Education Fee	1,800	1,800	$0		($18,600)		($18,600)	
17	Technology Fee	1,800	1,800		0		0		$0
18	Facilities Fees	1,800	1,800		0		(15,800)		($15,800)
19	Student Activity Fees	1,800	1,800		0		45,200		$45,200
20	**Total Summer Cr Hr Fees**			$0	$0	($18,600)	$29,400	($18,600)	$29,400
21									
22	**Other Student Fees:**								
23	Nonresident Tuition:								
24	Nonres Tuition	90	90	$0		$45,000		$45,000	
25	Nonres Tuition-Asotin County	100	100	0		15,200		$15,200	
26	Professional Fees:								
27	None								
28	Other Fees:								
29	Western Undergrad Exchge	50	75	75,000		4,500		$79,500	
30	In-service Fees/Cr Hr - Undergrad	255	255	0		1,300		$1,300	
31	Overload (20 cr. or more)	100	100	0		600		$600	
32	**Total Other Student Fees**			$75,000	$0	$66,600	$0	$141,600	$0
33									
34	**Total Additional Student Fee Revenue**			($380,100)	($108,600)	$840,500	($448,600)	$460,400	($557,200)

Projected enrollment counts (HC/SCH) reflect the number of student payments (net of waivers and forfeitures) anticipated for that category of fee-paying student. FY16 is the current year base budget, while FY17 is a reflection of anticipated FY16 actual collections.

Lewis-Clark State College
Preliminary FY17 Student Tuition Needed

	Total	Resident Tuition Request*	Non-Resident & Other Tuition Request**	Reallocation of Budget
NON-CEC DECISION UNITS				
10.11 Change in Health Benefit Costs	$ 175,800	175,800		
10.12 Change in Variable Benefit Costs	8,800	8,800		
10.21 General Inflation Adjustment				
10.25 Inflationary Adjustment - Library				
10.31 Repair, Replacement				
CEC DECISION UNITS				
10.61 Salary Multiplier Regular Employees	309,600	309,600		
10.62 Salary Multiplier Group and Temporary				
Line Items				
12.01 Line Item: Complete College Idaho	-			
12.02 Line Item: Safety, Security & Compliance				
OTHER ITEMS				
Equity Adjustments	152,100	11,800	140,300	
Faculty Promotions	33,200	33,200		
Strategic Initiatives	106,600	106,600		
REVENUE CHANGES NETTED AGAINST TUITION				
EWA General Fund Reduction				
FY17 Increase in Endowment	(327,000)	(327,000)		
TOTAL NEED	**$ 459,100**	**$ 318,800**	**$ 140,300**	**$ -**

$ 459,100	**Total needs/tuition**

* Includes part-time & summer.
** Includes nonresident, WUE, in-service & overload.

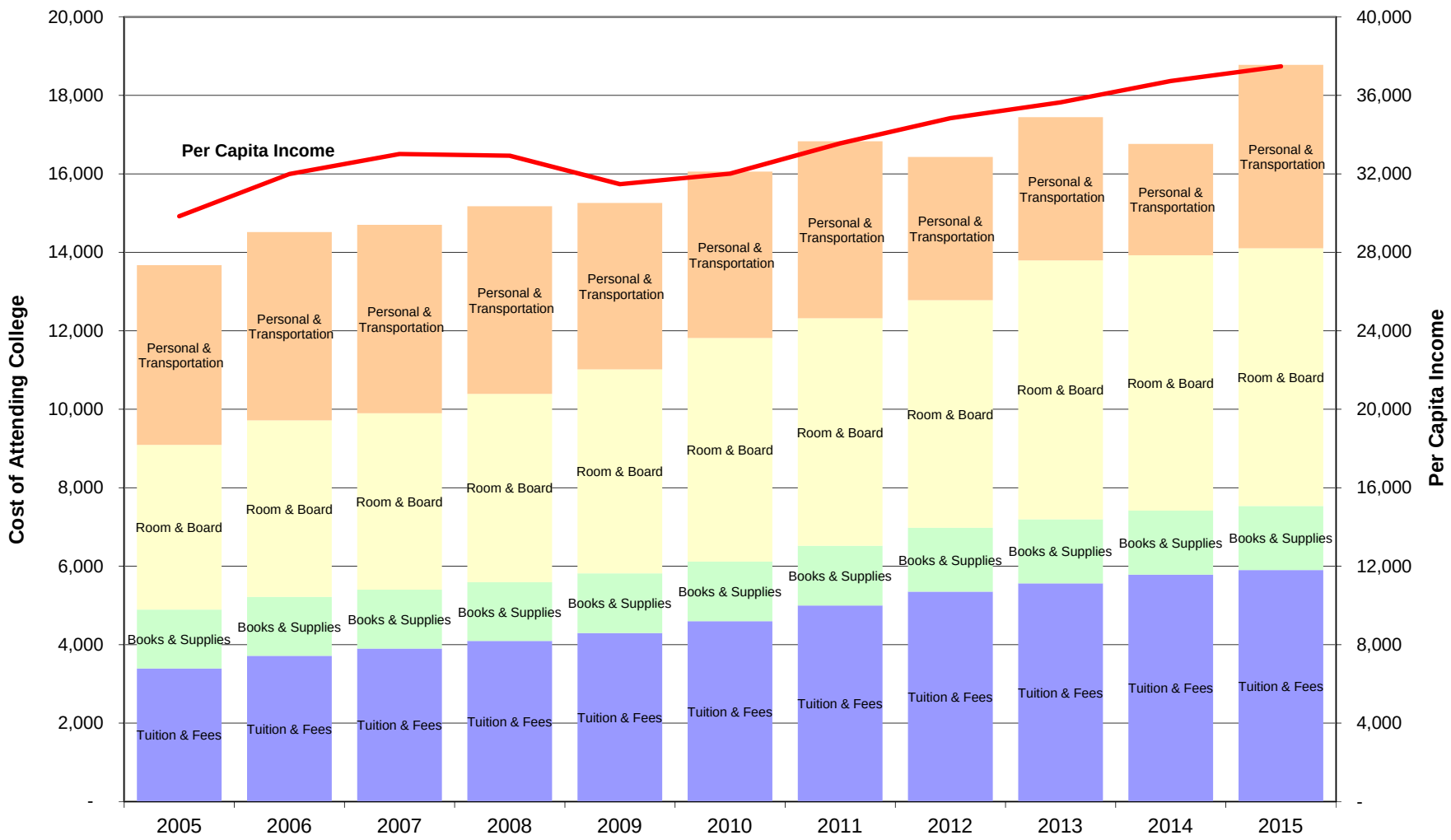
LEWIS-CLARK STATE COLLEGE

4-year History of Board Approved Fees plus FY17 Requested Fees

Annual Full-Time Fees and Part-Fime Credit Hours Fees

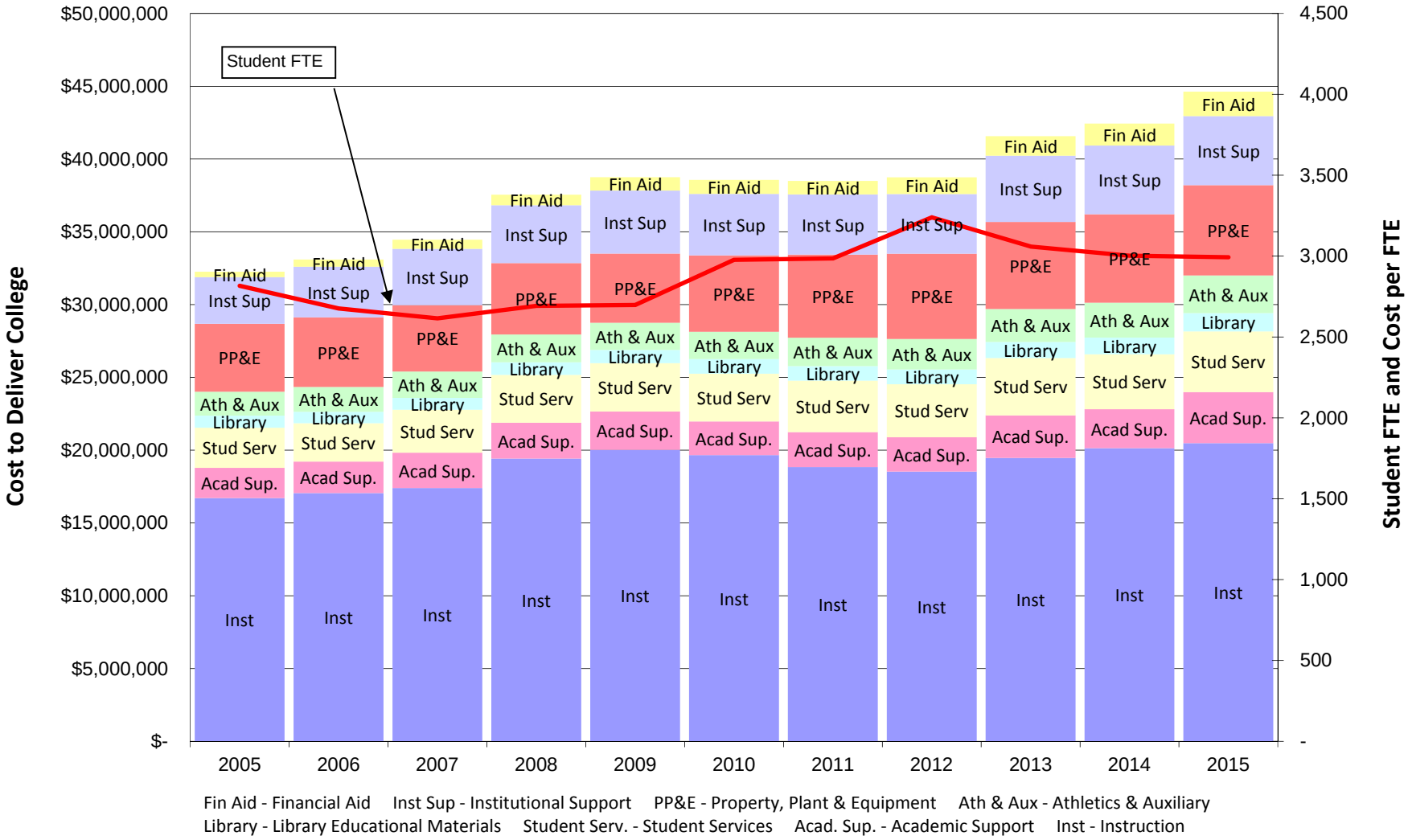
	Student Fees:	FY 2013	FY 2014	FY 2015	FY 2016	Request FY 2017	4-Year Increase	% Increase
1	**Full-time Fees**							
2	Tuition (Unrestricted)	$ 4,338.00	$ 4,560.00	$ 4,676.00	$ 4,776.00	$ 5,100.00	$ 762.00	17.6%
3	Technology Fee	70.00	70.00	70.00	70.00	70.00	-	0.0%
4	Facilities Fees	468.00	468.00	468.00	468.00	155.00	(313.00)	-66.9%
5	Student Activity Fees	686.00	686.00	686.00	686.00	795.00	109.00	15.9%
6	**Total Full-time Fees**	$ 5,562.00	$ 5,784.00	$ 5,900.00	$ 6,000.00	$ 6,120.00	$ 558.00	10.0%
7	Percentage Increase	4.0%	4.0%	2.0%	1.7%	2.0%		
8								
9	**Part-time Credit Hour Fees**							
10	Education Fee	$ 240.00	$ 251.00	$ 257.00	$ 262.00	$ 272.75	$ 32.75	13.6%
11	Technology Fee	4.25	4.25	4.25	4.25	4.25	-	0.0%
12	Facilities Fees	13.75	13.75	13.75	13.75	5.00	(8.75)	-63.6%
13	Student Activity Fees	27.00	27.00	27.00	27.00	31.00	4.00	14.8%
14	**Total Part-time Cr Hr Fees**	$ 285.00	$ 296.00	$ 302.00	$ 307.00	$ 313.00	$ 28.00	9.8%
15								
16	**Summer Credit Hour Fees**							
17	Education Fee	$ 190.65	$ 200.00	$ 205.10	$ 210.10	$ 199.75	$ 9.10	4.8%
18	Technology Fee	4.25	4.25	4.25	4.25	4.25	-	0.0%
19	Facilities Fees	13.75	13.75	13.75	13.75	5.00	(8.75)	-63.6%
20	Student Activity Fees	76.35	78.00	78.90	78.90	104.00	27.65	36.2%
21	**Total Summer Cr Hr Fees**	$ 285.00	$ 296.00	$ 302.00	$ 307.00	$ 313.00	$ 28.00	9.8%
22								
23	**Other Student Fees**							
24	Nonresident Tuition:							
25	Nonres Tuition	$ 9,914.00	$ 10,312.00	$ 10,518.00	$ 11,000.00	$ 11,500.00	$ 1,586.00	16.0%
26	Nonres Tuition-Asotin County	$ 3,168.00	$ 3,168.00	$ 3,232.00	$ 3,380.00	$ 3,532.00	$ 364.00	11.5%
27	Other Fees:							
28	Western Undergrad Exchge	$ 2,781.00	$ 2,892.00	$ 2,950.00	$ 3,000.00	$ 3,060.00	$ 279.00	10.0%
29	In-service Fees/Cr Hr - Undergrad	$ 96.00	$ 100.00	$ 103.00	$ 106.00	$ 111.00	$ 15.00	15.6%
30	Overload (20 cr. or more)	$ 285.00	$ 296.00	$ 302.00	$ 307.00	$ 313.00	$ 28.00	9.8%

Cost of Attending College vs. Per Capita Income
Lewis-Clark State College

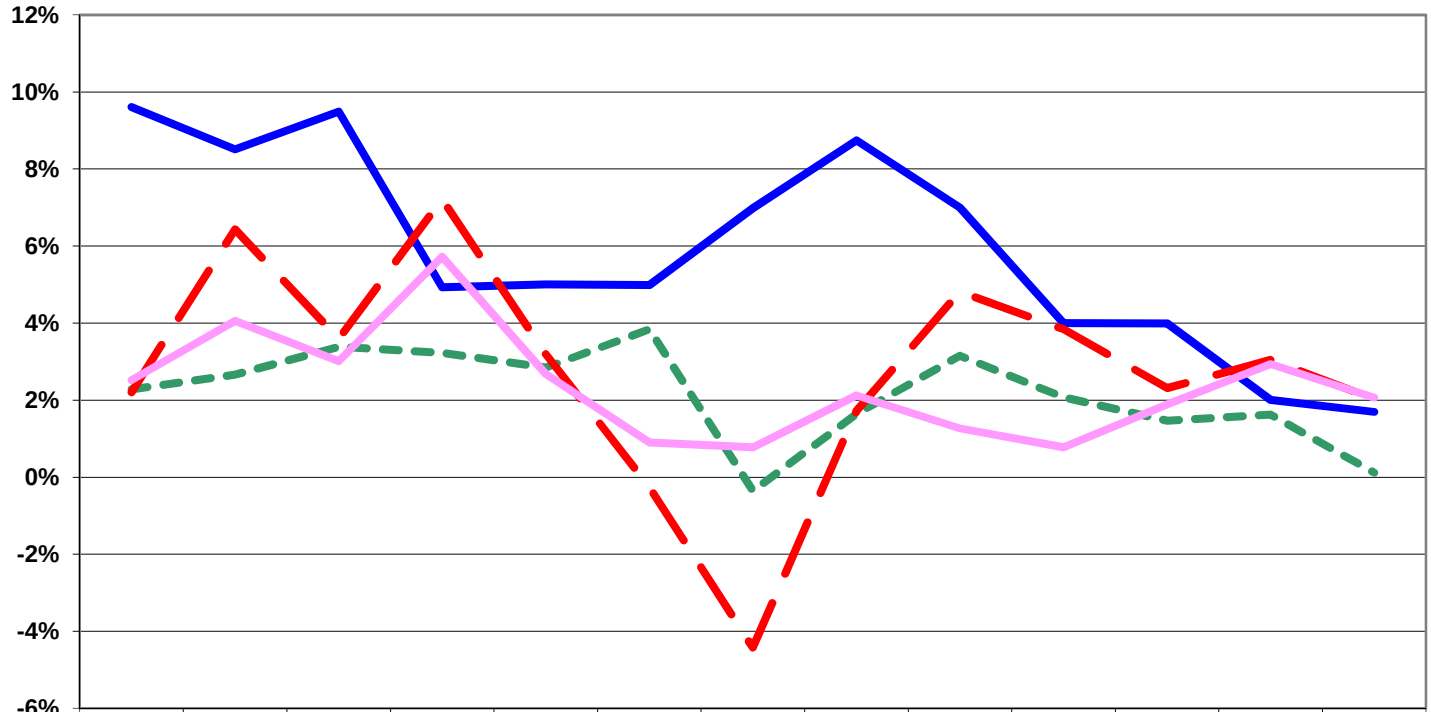


The Cost of Attendance includes the full tuition and fees and does not reflect a student possibly receiving financial aid, scholarships, or discounts.

Cost to Deliver College
Lewis-Clark State College



Lewis-Clark State College
Resident Fees, CPI, Per Capita Income, Average Annual Wage
% Increase from Prior Year



	FY04	FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16
Resident Fees	9.61%	8.51%	9.49%	4.93%	5.00%	4.99%	6.98%	8.75%	7.00%	4.00%	3.99%	2.01%	1.69%
Consumer Price Index	2.28%	2.66%	3.39%	3.23%	2.85%	3.84%	-0.36%	1.64%	3.16%	2.07%	1.46%	1.62%	0.12%
Idaho Per Capita Income	2.21%	6.44%	3.59%	7.22%	3.19%	-0.26%	-4.42%	1.72%	4.81%	3.84%	2.31%	3.04%	2.03%
Idaho Average Annual Wage	2.52%	4.06%	3.01%	5.72%	2.68%	0.90%	0.77%	2.12%	1.27%	0.78%	1.89%	2.94%	2.07%

Source: Bureau of Economic Analysis, U.S. Department of Commerce
Divison of Finanical Management Economic Forecast, January 2016

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UNIVERSITY OF IDAHO

FY 2016 TUITION & FEES INFORMATION

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University of Idaho
Student Fee Hearing Summary

The Fee Process

The University of Idaho collaborative fee process started in the fall with preliminary discussions between executive and student leadership about the financial prospects for the coming year and how student activity fees fit into that overall financial picture. This work continued through fall and early spring with active participation throughout the process by the Dedicated Student Activity Fee Committee (DSAFC). This representative committee included student leaders from the Associated Student of the University of Idaho (ASUI), the Graduate and Professional Students Association (GSPA) and the Student Bar Association representing the law school. All units currently receiving dedicated fees or requesting a new dedicated fee submitted narrative and financial data to the DSAFC and a public meeting of the DSAFC was held on January 20, 2016 with each unit requesting an increased or new fee presenting their request. This year also marked the first time the DSAFC has undertaken a broad effort to engage students in the conversation about allocating student activity fees. This included an interactive website where students could learn about where their activity fees currently go as well as provide feedback on changes they would like to see. With over 800 responses this effort was a resounding success and helped inform the recommendations of the DSAFC.

The DSAFC committee met several times in February to discuss the above mentioned survey results and fee requests from each unit as well as to review existing activity fees. A comprehensive activity fee proposal was developed by student leaders and presented to executive leadership on February 16th. This fee proposal was incorporated into the overall proposed tuition and fee package and published for public review via the formal University Notice of Intent to Adopt Student Tuition and Fee Changes which was issued on March 2nd as required by Board policy. The period of public comment is open until April 13th and will include a public presentation and open forum on proposed student fees on April 6th. During this period, students and interested citizens may provide comment, in writing, regarding the proposed fee increases. Written comments will be forwarded to the Regents and a recording of the April 6th open forum will be available.

Fee Request Overview

The University of Idaho respectfully requests an increase in full-time student tuition and fees of $316 from $7,020 per year in FY16 to $7,336 per year in FY17 combined with an increase to the additional full-time non-resident tuition from $14,004 to $14,704 per year. This will bring the total full-time non-resident tuition and fee package to $22,040 per year. It is the University's intent to hold the total full-time non-resident tuition and fee package at $22,040 for FY17. Therefore if the full-time tuition and fees are approved at an amount less than the above $7,336 the University requests approval to increase the additional non-resident tuition to keep the total package amount at $22,040. Undergraduate part-time student tuition and fees for academic year participation are increasing from $351 in

FY16 to $367 per credit in FY17 and summer rates for the summer of 2017 are increasing from $351 to $367 per credit as well. This general student tuition and fee increase is a critical part of a bundle of fee increases aimed at meeting our essential missions of education, research and outreach as well as implementing the institution's strategic plan. In addition the University plans to increase the additional graduate tuition from $1,202 to $1,298 thereby increasing the total resident graduate package from $8,222 in FY16 to $8,634 in FY17 (an increase of 5.0%).

The Dedicated Student Activity Fee Committee has recommended a small increase in student activity fees. In their deliberations they considered several principles in order to arrive at a final recommendation. These principles included maintaining an affordable cost of attendance at the University of Idaho, funding mandatory cost increases to maintain the current level of student services and ensuring transparency in the distribution and use of dedicated activity fees.

The University of Idaho overall tuition and fee increase request is structured to provide a reasonable likelihood of covering obligated cost increases that exceed the level of new state support and enable the institution and its students to continue some movement forward in achieving strategic goals – particularly a goal of becoming more competitive with respect to faculty and staff salaries. In developing this overall tuition and fee increase, the University has been mindful of the comparative costs of attending peer institutions and the impact any increase might have on access to institutional programs. University and student leadership have also given thought to the negative financial consequences of a smaller tuition and fee increase, which would result in being stalled at current operational levels and eliminate the ability to move the institution forward to provide improved instruction and student retention.

In that context, the specific components of the fee increase are as follows:

Undergraduate Tuition

The University of Idaho is requesting an increase to the undergraduate tuition of $263.72 per full-time student per year.

Facilities Fee

The University of Idaho is requesting an increase to the facility fee of $30.00 per full-time student per year in support of the University of Idaho Arena.

Technology Fee

The University of Idaho is not requesting an increase in the technology fee for FY17. This is consistent with our strategy of focusing the majority of our resources on tuition which provides us the flexibility necessary to meet any and all of the operating issues in the General Education budget, including any critical needs in the area of technology support.

The current Technology fee is $125.40 per full-time student per year and the revenue from this fee goes towards covering four major technology service areas:

- Student Technologies
- Internet Bandwidth
- Wireless Networking
- Internet Security

Dedicated Activity Fees

The University of Idaho is requesting an increase of $22.28 per full-time student per year in activity fees for FY17. The Dedicated Student Activity Fee Committee recommended $10.40 to cover the impact of the potential 3% Change in Employee Compensation and benefit rate changes for ASUI, Campus Recreation, Idaho Commons/Pitman Center, Office of Multicultural Affairs, Counseling and Testing Center, Early Childhood Center, and University Support Services (unit responsible for the ASUI Kibbie Dome, Memorial Gym and the Swim Center). The remaining increases include funding for Tutoring and College Success, Undergraduate Research Office, Office of Multicultural Affairs, Counseling and Testing Center and LGBTQA. In addition to these increases the DSAFC proposed and the University of Idaho has included in its request centralization of all fee funded student support services under Tutoring and College Success and a reallocation of funding from Women's Center to LGBTQA.

New Student Orientation

The University of Idaho charges a separate one-time new student orientation fee of $100 to first time undergraduate students. The university is not requesting an increase to this fee for FY17.

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UNIVERSITY OF IDAHO

Changes to Student Fees for FY 2017

Annual Full-Time Fees and Part-Fime Credit Hours Fees

	Student Fees:	Bd Appv	FY16 Fees	FY17 Initial Notice	Requested FY17 Fees	Requested Change	Requested % Chg.
1	**Full-time Fees:**						
2	Tuition	**	$5,002.60	$5,266.32	$5,266.32	$263.72	5.3%
3	Technology Fee	**	125.40	125.40	125.40	0.00	0.0%
4	Facilities Fees	**	790.50	820.50	820.50	30.00	3.8%
5	Student Activity Fees	**	1,101.50	1,123.78	1,123.78	22.28	2.0%
6	**Total Full-time Fees (See Note A)**		7,020.00	7,336.00	7,336.00	316.00	4.5%
7							
8	**Part-time Credit Hour Fees:**						
9	Undergraduate Tuition and Fees	**	$292.50	$307.00	$307.00	$14.50	5.0%
10	Undergraduate Fees	**	58.50	60.00	60.00	1.50	2.6%
11	**Total Part-time Cr Hr Fees: ***		$351.00	$367.00	$367.00	$16.00	4.6%
12							
13	**Other Student Fees:**						
14	Academic Year Graduate Fees:						
15	Full-Time Tuition	**	$5,002.60	$5,266.32	$5,266.32	$263.72	5.3%
16	Full-Time Grad Fee	**	1,202.00	1,298.00	1,298.00	$96.00	8.0%
17	Full-Time Other Fees	**	2,017.40	2,069.68	2,069.68	52.28	2.6%
18	Part-Time Tuition	**	331.50	348.00	348.00	$16.50	5.0%
19	Part-Time Grad Fee	**	67.00	72.00	72.00	$5.00	7.5%
20	Part-Time Other Fees	**	58.50	60.00	60.00	1.50	2.6%
21	Academic Year Outreach Programs:						
22	Full-Time Undergrad Tuition	**	$6,370.00	$6,656.00	$6,656.00	$286.00	4.5%
23	Full-Time Grad Fee	**	1,202.00	1,298.00	1,298.00	$96.00	8.0%
24	Full-Time Other Fees (UG & GR)	**	650.00	680.00	680.00	30.00	4.6%
25	Part-Time Undergrad Tuition	**	318.50	333.00	333.00	$14.50	4.6%
26	Part-Time Grad Tuition	**	357.50	374.00	374.00	$16.50	4.6%
27	Part-Time Grad Fee	**	67.00	72.00	72.00	$5.00	7.5%
28	Part-Time Other Fees (UG & GR)	**	32.50	34.00	34.00	1.50	4.6%
29	Nonresident Tuition (See Notes A & B)						
30	Full-Time Undergrad Tuition	**	$14,004.00	$14,704.00	$14,704.00	$700.00	5.0%
31	Part-Time Undergrad Tuition	**	700.00	735.00	735.00	$35.00	5.0%
32	Part-Time Grad Tuition	**	778.00	817.00	817.00	$39.00	5.0%
33	Other Fees:						
34	Overload Fee (>20 credits)	**	$292.50	$307.00	$307.00	$14.50	5.0%
35	Western Undergrad Exchge	**	3,510.00	3,668.00	3,668.00	$158.00	4.5%
36	In-service Fees/Cr Hr - UG	**	$106.00	$111.00	$111.00	$5.00	4.7%
37	In-service Fees/Cr Hr - UG Summe	**	$106.00	$111.00	$111.00	$5.00	4.7%
38	In-service Fees/Cr Hr - Grad	**	$132.00	$139.00	$139.00	$7.00	5.3%
39	In-service Fees/Cr Hr - Grad Sumn	**	$132.00	$139.00	$139.00	$7.00	5.3%
40	Professional Fees:						
41	Law College FT	**	$9,008.00	$10,134.00	$10,134.00	$1,126.00	12.5%
42	Law College PT	**	500.00	563.00	563.00	$63.00	12.6%
43	Law College PT Summer	**	500.00	563.00	563.00	$63.00	12.6%
44	Art & Architecture FT UG & GR	**	1,106.00	1,246.00	1,246.00	$140.00	12.7%
45	Art & Architecture PT Undergrad	**	55.00	62.00	62.00	$7.00	12.7%
46	Art & Architecture PT Summer UG	**	55.00	62.00	62.00	$7.00	12.7%
47	Art & Architecture PT Grad	**	61.00	69.00	69.00	$8.00	13.1%
48	Art & Architecture PT Summer GR	**	61.00	69.00	69.00	$8.00	13.1%
49	Summer Session (2016)						
50	On-Campus						
51	Part-Time Undergrad Tuition	**	$292.50	$307.00	$307.00	$14.50	5.0%
52	Part-Time Grad Tuition	**	331.50	348.00	348.00	$16.50	5.0%
53	Part-Time Grad Fee	**	67.00	72.00	72.00	$5.00	7.5%
54	Part-Time Other Fees (UG & GR)	**	58.50	60.00	60.00	1.50	2.6%
55	Outreach/Off-Campus:						
56	Part-Time Undergrad Tuition	**	$318.50	$333.00	$333.00	$14.50	4.6%
57	Part-Time Grad Tuition	**	357.50	374.00	374.00	16.50	4.6%
58	Part-Time Grad Fee	**	67.00	72.00	72.00	5.00	7.5%
59	Part-Time Other Fees (UG & GR)	**	32.50	34.00	34.00	1.50	4.6%
60	Self-Support Program Fees:						
61	Executive MBA (2 years)		$42,000.00	$42,000.00	$42,000.00	$0.00	0.0%
62	Professional Practices Doctorate (3 yrs)		30,000.00	30,000.00	30,000.00	0.00	0.0%
63	Masters of Science Athletic Trainng (1 yr)		20,394.00	22,434.00	22,434.00	2,040.00	10.0%
64	Doctorate Athletic Training (1 yr)		18,128.00	19,941.00	19,941.00	1,813.00	10.0%
65	MOSS Environmental Ed Grad Pgm (sem)		7,238.00	7,527.00	7,527.00	289.00	4.0%
66	Doctorate Higher Ed Leadership (4 yrs)		36,000.00	36,000.00	36,000.00	0.00	0.0%
67	New Student Orientation (See Note C)		$100.00	$100.00	$100.00	0.00	0.0%
68							
69							
70							

71 Note A: The university is requesting a total package for non-resident undergraduate students of $22,040 per academic year. Therefore if the
72 tuition and fee package is approved at lower than $7,336 the non-resident fee will be increased to maintain the $22,040 total package.
73 Note B: The University is exploring the ability to charge increased tuition to Non-Residents for Summer Session but not to exceed full Non-
74 Resident Tuition.
75 Note C: The university charges a separate one-time $100 fee charged only to first time undergraduate students.
76
77

UNIVERSITY OF IDAHO

Potential Student Fee Revenue Changes for FY 2017

Due to Enrollment and Fee Changes

		Projected HC/SCH Count		Potential Revenue Generated					
				Changes due to Count		Fee Changes		Total Rev Chge	
	Student Fees:	FY16	FY17	Gen Educ	Local	Gen Educ	Local	**Gen Educ**	**Local**
1	**Full-time Fees:**								
2	Tuition	6,572	6,434	($692,900)		$1,696,600		$1,003,700	
3	Technology Fee	6,572	6,434		(17,400)		0		($17,400)
4	Facilities Fees	6,572	6,434		(109,500)		193,000		$83,500
5	Student Activity Fees	6,572	6,434		(152,600)		143,300		($9,300)
6	**Total Full-time Fees**			($692,900)	($279,500)	$1,696,600	$336,300	1,003,700	56,800
7									
8	**Part-time Credit Hour Fees:**								
9	Undergraduate Tuition and Fees	2,214	2,113	($29,500)		$30,600	$0	$1,100	
10	Undergraduate Fees	2,214	2,113		(5,900)		3,200		($2,700)
11	**Total Part-time Cr Hr Fees:**			($29,500)	($5,900)	$30,600	$3,200	$1,100	($2,700)
12									
13	**Other Student Fees:**								
14	Academic Year Graduate Fees:								
15	Full-Time Tuition	640	621	($95,000)		$163,800		$68,800	$0
16	Full-Time Grad Fee	640	621	(22,800)		59,600		$36,800	$0
17	Full-Time Other Fees	640	621		(38,300)		32,500	$0	($5,800)
18	Part-Time Tuition	1,226	922	(100,800)		15,200		($85,600)	$0
19	Part-Time Grad Fee	1,226	922	(20,400)		4,600		($15,800)	$0
20	Part-Time Other Fees	1,226	922		(17,800)		1,400	$0	($16,400)
21	Academic Year Outreach Programs:								
22	Full-Time Undergrad Tuition	503	454	($312,100)		$129,800		($182,300)	$0
23	Full-Time Grad Fee	200	174	(31,900)		16,700		($15,200)	$0
24	Full-Time Other Fees (UG & GR)	503	454		(31,900)		13,600	$0	($18,300)
25	Part-Time Undergrad Tuition	2,054	2,198	45,900		31,900		$77,800	$0
26	Part-Time Grad Tuition	3,268	3,167	(36,100)		52,300		$16,200	$0
27	Part-Time Grad Fee	3,268	3,167	(6,800)		15,800		$9,000	$0
28	Part-Time Other Fees (UG & GR)	5,322	5,365		1,400		8,000	$0	$9,400
29	Nonresident Tuition								
30	Full-Time Undergrad Tuition	1,575	1,618	$595,200		$1,132,300		$1,727,500	$0
31	Part-Time Undergrad Tuition	618	711	65,100		24,900		$90,000	$0
32	Part-Time Grad Tuition	1,177	970	(161,000)		37,800		($123,200)	$0
33	Other Fees:								
34	Overload Fee (>18 credits)	90	72	($5,300)		$1,000		($4,300)	$0
35	Western Undergrad Exchge	234	186	(168,500)		29,400		($139,100)	$0
36	In-service Fees/Cr Hr - UG	36	11	(2,700)		100		($2,600)	$0
37	In-service Fees/Cr Hr - UG Summe	62	113	5,400		600		$6,000	$0
38	In-service Fees/Cr Hr - Grad	885	923	5,000		6,500		$11,500	$0
39	In-service Fees/Cr Hr - Grad Summ	1,463	893	(75,200)		6,300		($68,900)	$0
40	Professional Fees:								
41	Law College FT	302	308		$58,600		$346,800	$0	$405,400
42	Law College PT	56	124		34,000		7,800	$0	$41,800
43	Law College PT Summer	384	583		99,500		36,700	$0	$136,200
44	Art & Architecture FT UG & GR	562	516		(50,300)		72,200	$0	$21,900
45	Art & Architecture PT Undergrad	220	278		3,200		1,900	$0	$5,100
46	Art & Architecture PT Summer UG	381	427		2,500		3,000	$0	$5,500
47	Art & Architecture PT Grad	155	113		(2,600)		900	$0	($1,700)
48	Art & Architecture PT Summer GR	300	84		(13,200)		700	$0	($12,500)
49	Summer Session:								
50	On-Campus								
51	Part-Time Undergrad Tuition	5,013	5,004	($2,600)		$72,600		$70,000	$0
52	Part-Time Grad Tuition	1,385	1,033	(116,700)		17,000		($99,700)	$0
53	Part-Time Grad Fee	1,385	1,033	(23,600)		5,200		($18,400)	$0
54	Part-Time Other Fees (UG & GR)	6,398	6,037		(21,100)		9,100	$0	($12,000)
55	Outreach/Off-Campus:							$0	$0
56	Part-Time Undergrad Tuition	5,020	4,973	($15,000)		$72,100		$57,100	$0
57	Part-Time Grad Tuition	2,034	2,101	24,000		34,700		$58,700	$0
58	Part-Time Grad Fee	2,034	2,101	4,500		10,500		$15,000	$0
59	Part-Time Other Fees (UG & GR)	7,054	7,074		700		10,600	$0	$11,300
60	**Total Other Student Fees**			($451,400)	$24,700	$1,940,700	$545,200	$1,489,300	$569,900
61	**Total Additional Student Fee Revenue**			($1,173,800)	($260,700)	$3,667,900	$884,700	$2,494,100	$624,000
62									
63				**G.E. Summary**					
64	**Total Revenue Increase/(Decrease)**			**$2,494,100**					
65	Less Summer 2017 and Distributed			($28,700)					
66	Central Academic Year (FY17)			$ 2,465,400					
67	Plus Summer 2016 and Other/Misc			115,258					
68	Total Central Tuition Revenue over FY16 Bud.			**$ 2,580,658**	**$2,578,907 per BAHR Template**				
69									
70									
71									
72									
73	The count figures indicate changes between FY16 budget and FY17 projections and therefore take into								
74	consideration the impact of FY16 actuals as well as anticipated changes for FY17. The revenues shown under								
75	Changes Due to Count and Fee Changes reflect net revenues.								
76									
77									

University of Idaho
FY2017 Student Tuition Funding Needs

	Total	Tuition Request	% of Total Tuition Request $	% of Total Tuition Request %	Reallocation/ Other Sources	Notes
NON-CEC DECISION UNITS						
10.11 Change in Health Benefit Costs	$ 298,110	298,110	11.6%	0.6%		Based on internal calculation using FY16 PBUD plus CEC
10.12 Change in Variable Benefit Costs	-					Included in above calculation
10.21 General Inflation Adjustment	128,177	128,177	5.0%	0.3%		Based on revised estimates for contract inflation for safety, security and computing
10.25 Inflationary Adjustment - Library	314,900	314,900	12.2%	0.6%		From State Budget Request
10.31 Repair, Replacement	-					
10.71 EWA (Reduction to Revenue)	364,600				364,600	From State Budget Request
10.xx Endowments (Increase to Revenue)	(725,200)				(725,200)	From State Budget Request
12.01 EWA Reinstatement (Increase to Revenue)	(364,600)				(364,600)	From State Budget Request
CEC DECISION UNITS	-					
10.61 Salary Multiplier Regular Employees	1,173,000	1,173,000	45.5%	2.4%		From State Budget Request
10.62 Salary Multiplier Group and Temporary	-					Not including in CEC process for FY2017
10.64 27th Payroll	-					Cover using one-time funds
10.65 27th Payroll - CEC Costs	-					Cover using one-time funds
12.03 27th Payroll for Group Positions	-					Cover using one-time funds
12.06 Complete College Idaho: Go On	-	-				
SUB TOTAL	**$ 1,188,987**	**$ 1,914,187**	**74.3%**	**3.9%**	**$ (725,200)**	
OTHER ITEMS						
Faculty Promotions	-					Part of CEC funding pool
Estimated Cost to Raise Athletics to the Cap	150,300	111,000	4.3%	0.2%	39,300	Based on FY2016 Increase including split between Gen Ed and Other
Scholarship Funding	1,131,627	152,100	5.9%	0.3%	979,527	FY17 Scholarship Plan ($517,100) plus FY16 Unfunded ($614,527)
Critical Positions - 4.0 FTE Faculty Lines	400,000	400,000	15.5%	0.8%		Biomedical Research (COBRE) and Engineering
TOTAL NEED	**$ 2,870,914**	**$ 2,577,287**	**100.0%**	**5.3%**	**$ 293,627**	Reallocation amount is equal to amt needed to cover what isn't covered by estimated revenue

ESTIMATED REVENUE:	**5.3% FT UG Tuition ***
Academic Year Tuition	$ 2,474,955
Summer Session Tuition - FY2017 (rates approved April 2014)	103,952
	$ 2,578,907

** See separate tab for total tuition and fee package*

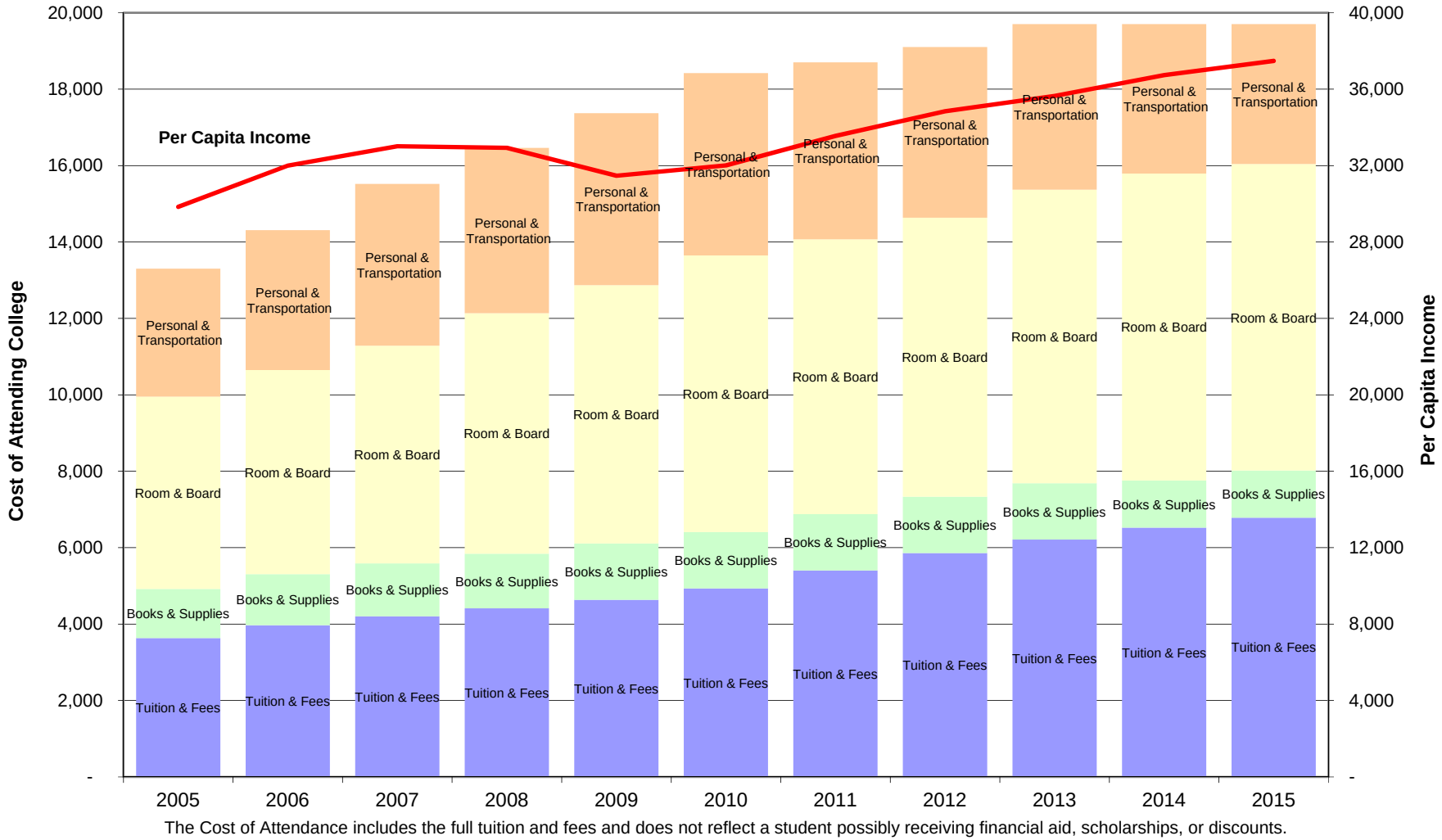
UNIVERSITY OF IDAHO

4-year History of Board Approved Fees plus FY17 Requested Fees

Annual Full-Time Fees and Part-Fime Credit Hours Fees

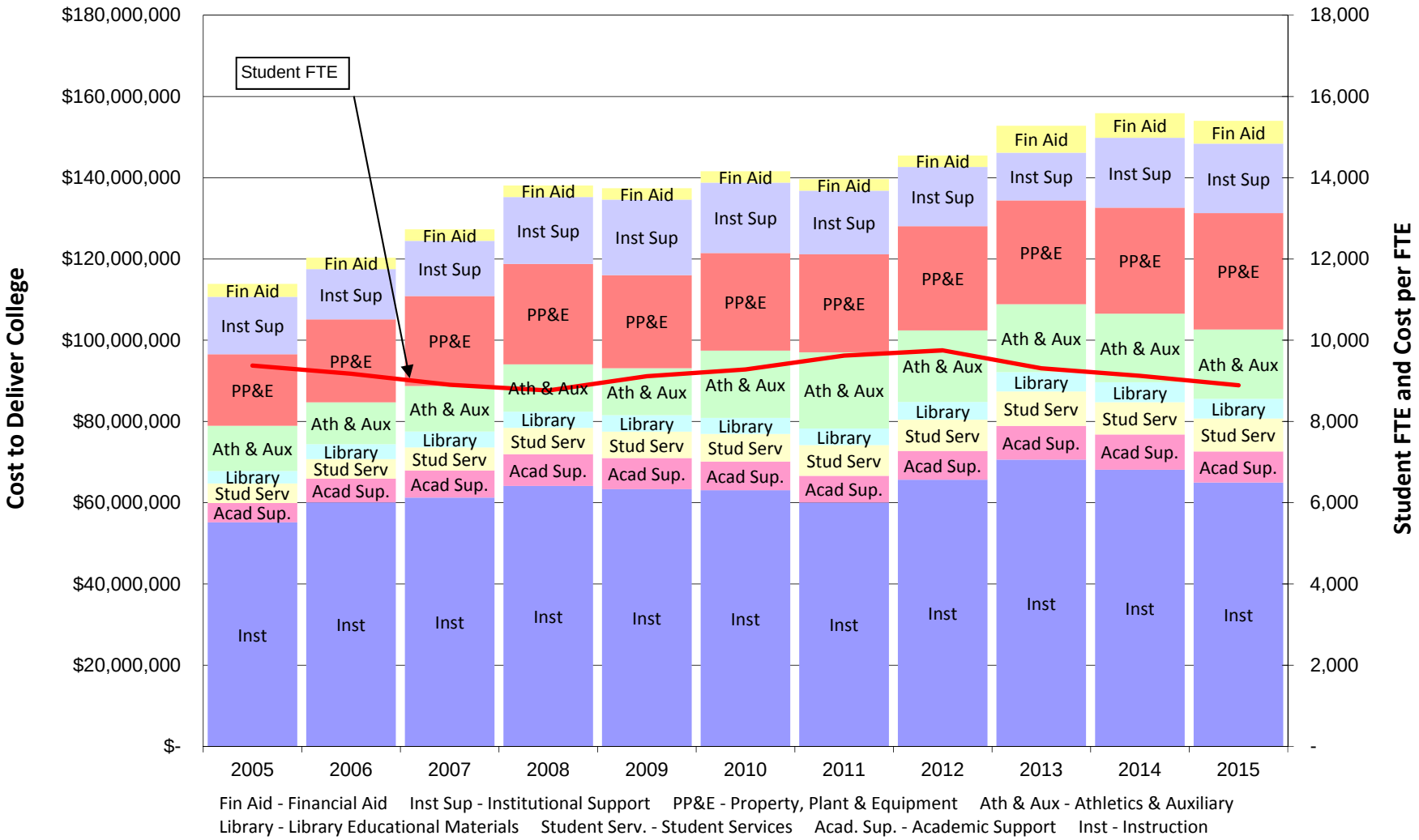
	Student Fees:	FY 2013	FY 2014	FY 2015	FY 2016	Request FY 2017	4-Year Increase	% Increase
1	**Full-time Fees**							
2	Tuition (Unrestricted)	$4,230.18	$4,534.30	$4,784.06	$5,002.60	$5,266.32	$1,036.14	24.49%
3	Technology Fee	125.40	125.40	125.40	125.40	125.40	0.00	0.00%
4	Facilities Fees	790.50	790.50	790.50	790.50	820.50	30.00	3.80%
5	Student Activity Fees	1,065.92	1,073.80	1,084.04	1,101.50	1,123.78	57.86	5.43%
6	**Total Full-time Fees**	6,212.00	6,524.00	6,784.00	7,020.00	7,336.00	1,124.00	18.09%
7	Percentage Increase	6.1%	5.0%	4.0%	3.5%	4.5%		
8								
9	**Part-time Credit Hour Fees**							
10	Undergraduate Tuition and Fees	$252.50	$267.50	$280.50	$292.50	$307.00	$54.50	21.58%
11	Undergraduate Fees	$58.50	$58.50	$58.50	$58.50	$60.00	$1.50	2.56%
12	**Total Part-time Cr Hr Fees**	$311.00	$326.00	$339.00	$351.00	$367.00	$56.00	18.01%
13								
14	**Other Student Fees**							
15	Academic Year Graduate Fees:							
16	Full-Time Tuition	$4,230.18	$4,534.30	$4,784.06	$5,002.60	$5,266.32	$1,036.14	24.49%
17	Full-Time Grad	$950.00	$1,062.00	$1,098.00	$1,202.00	$1,298.00	$348.00	36.63%
18	Full-Time Other Fees	$1,981.82	$1,989.70	$1,999.94	$2,017.40	$2,069.68	$87.86	4.43%
19	**Total**	**$7,162.00**	**$7,586.00**	**$7,882.00**	**$8,222.00**	**$8,634.00**	**$1,472.00**	**20.55%**
20	Part-Time Tuition	$252.50	$304.00	$318.50	$331.50	$348.00	$95.50	37.82%
21	Part-Time Grad	$48.00	$59.00	$61.00	$67.00	$72.00	$24.00	50.00%
22	Part-Time Other Fees	$58.50	$58.50	$58.50	$58.50	$60.00	$1.50	2.56%
23	**Total**	**$359.00**	**$421.50**	**$438.00**	**$457.00**	**$480.00**	**$121.00**	**33.70%**
24	Academic Year Outreach Programs:							
25	Full-Time Tuition (UG & GR)	$5,562.84	$5,874.00	$6,134.00	$6,370.00	$6,656.00	$1,093.16	19.65%
26	Full-Time Grad Fee	$950.00	$1,062.00	$1,098.00	$1,202.00	$1,298.00	$348.00	36.63%
27	Full-Time Other Fees (UG & GR)	$649.16	$650.00	$650.00	$650.00	$680.00	$30.84	4.75%
28	**Total Undergrad Full-Time**	**$6,212.00**	**$6,524.00**	**$6,784.00**	**$7,020.00**	**$7,336.00**	**$1,124.00**	**18.09%**
29	**Total Grad Full-Time**	**$7,162.00**	**$7,586.00**	**$7,882.00**	**$8,222.00**	**$8,634.00**	**$1,472.00**	**20.55%**
30	Part-Time Undergrad Tuition	$278.50	$293.50	$306.50	$318.50	$333.00	$54.50	19.57%
31	Part-Time Grad Tuition	$278.50	$330.00	$344.50	$357.50	$374.00	$95.50	34.29%
32	Part-Time Grad Fee	$48.00	$59.00	$61.00	$67.00	$72.00	$24.00	50.00%
33	Part-Time Other Fees (UG& GR)	$32.50	$32.50	$32.50	$32.50	$34.00	$1.50	4.62%
34	**Total Undergrad Part-Time**	**$311.00**	**$326.00**	**$339.00**	**$351.00**	**$367.00**	**$56.00**	**18.01%**
35	**Total Grad Part-Time**	**$359.00**	**$421.50**	**$438.00**	**$457.00**	**$480.00**	**$121.00**	**33.70%**
36	Summer Session							
37	On-Campus							
38	Part-Time Undergrad Tuition	$252.50	$267.50	$280.50	$292.50	$307.00	$54.50	21.58%
39	Part-Time Grad Tuition	$252.50	$304.00	$318.50	$331.50	$348.00	$95.50	37.82%
40	Part-Time Grad Fee	$48.00	$59.00	$61.00	$67.00	$72.00	$24.00	50.00%
41	Part-Time Other Fees (UG & GR)	$58.50	$58.50	$58.50	$58.50	$60.00	$1.50	2.56%
42	Outreach/Off-Campus							
43	Part-Time Undergrad Tuition	$278.50	$293.50	$306.50	$318.50	$333.00	$54.50	19.57%
44	Part-Time Grad Tuition	$278.50	$330.00	$344.50	$357.50	$374.00	$95.50	34.29%
45	Part-Time Grad Fee	$48.00	$59.00	$61.00	$67.00	$72.00	$24.00	50.00%
46	Part-Time Other Fees (UG & GR)	$32.50	$32.50	$32.50	$32.50	$34.00	$1.50	4.62%
47	Nonresident Tuition (See Notes A & B)							
48	Full-Time Tuition (UG & GR)	$12,788.00	$13,076.00	$13,530.00	$14,004.00	$14,704.00	$1,916.00	14.98%
49	Part-Time Tuition Undergrad	$639.00	$654.00	$677.00	$700.00	$735.00	$96.00	15.02%
50	Part-Time Tuition Grad	$639.00	$726.00	$752.00	$778.00	$817.00	$178.00	27.86%
51	Professional Fees:							
52	Law College FT	$7,874.00	$8,188.00	$8,598.00	$9,008.00	$10,134.00	$2,260.00	28.70%
53	Law College PT	$394.00	$455.00	$478.00	$500.00	$563.00	$169.00	42.89%
54	Law College PT Summer	$394.00	$455.00	$478.00	$500.00	$563.00	$169.00	42.89%
55	Art & Architecture FT UG & GR	$986.00	$1,026.00	$1,068.00	$1,106.00	$1,246.00	$260.00	26.37%
56	Art & Architecture PT Undergrad	$49.00	$51.00	$53.00	$55.00	$62.00	$13.00	26.53%
57	Art & Architecture PT Summer UG	$49.00	$51.00	$53.00	$55.00	$62.00	$13.00	26.53%
58	Art & Architecture PT Grad	$49.00	$57.00	$59.00	$61.00	$69.00	$20.00	40.82%
59	Art & Architecture PT Summer GR	$49.00	$57.00	$59.00	$61.00	$69.00	$20.00	40.82%
60	Self-Support Program Fees:							
61	Executive MBA (2 years)	$37,000.00	$37,000.00	$37,000.00	$42,000.00	$42,000.00	$5,000.00	13.51%
62	Professional Practices Doctorate (3 yrs)	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$0.00	0.00%
63	Masters of Science Athletic Trainng (1 yr)	$18,000.00	$18,540.00	$20,394.00	$20,394.00	$22,434.00	$4,434.00	24.63%
64	Doctorate Athletic Training (1 yr)	$16,000.00	$16,480.00	$18,128.00	$18,128.00	$19,941.00	$3,941.00	24.63%
65	MOSS Environmental Education	$5,986.00	$5,986.00	$5,986.00	$7,238.00	$7,527.00	$1,541.00	25.74%
66	Doctorate Higher Ed Leadesrhip (4 yrs)	N/A	N/A	N/A	$36,000.00	$36,000.00	New	New
67	Other Fees:							
68	Overload Fee	$252.50	$267.50	$280.50	$292.50	$307.00	$54.50	21.58%
69	Western Undergrad Exchge	$3,106.00	$3,262.00	$3,392.00	$3,510.00	$3,668.00	$562.00	18.09%
70	In-service Fees/Cr Hr - UG	$96.00	$100.00	$103.00	$106.00	$111.00	$15.00	15.63%
71	In-service Fees/Cr Hr - UG Summer	$96.00	$100.00	$103.00	$106.00	$111.00	$15.00	15.63%
72	In-service Fees/Cr Hr - Grad	$115.00	$121.00	$125.00	$132.00	$139.00	$24.00	20.87%
73	In-service Fees/Cr Hr - Grad Summer	$115.00	$121.00	$125.00	$132.00	$139.00	$24.00	20.87%

Cost of Attending College vs. Per Capita Income
University of Idaho

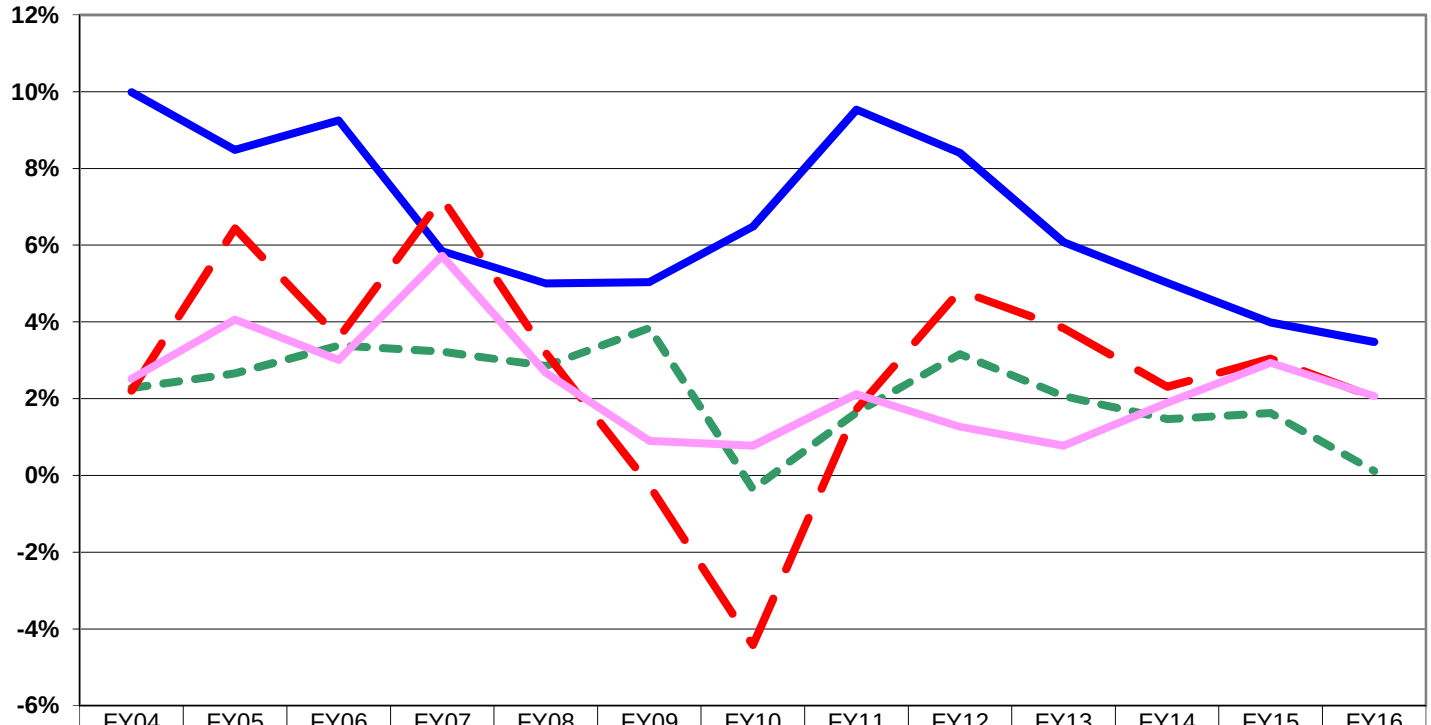


The Cost of Attendance includes the full tuition and fees and does not reflect a student possibly receiving financial aid, scholarships, or discounts.

Cost to Deliver College
University of Idaho



University of Idaho
Resident Fees, CPI, Per Capita Income, Average Annual Wage
% Increase from Prior Year



	FY04	FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16
Resident Fees	9.99%	8.48%	9.25%	5.85%	5.00%	5.03%	6.48%	9.53%	8.40%	6.08%	5.02%	3.99%	3.48%
Consumer Price Index	2.28%	2.66%	3.39%	3.23%	2.85%	3.84%	-0.36%	1.64%	3.16%	2.07%	1.46%	1.62%	0.12%
Idaho Per Capita Income	2.21%	6.44%	3.59%	7.22%	3.19%	-0.26%	-4.42%	1.72%	4.81%	3.84%	2.31%	3.04%	2.03%
Idaho Average Annual Wage	2.52%	4.06%	3.01%	5.72%	2.68%	0.90%	0.77%	2.12%	1.27%	0.78%	1.89%	2.94%	2.07%

Source: Bureau of Economic Analysis, U.S. Department of Commerce
Divison of Finanical Management Economic Forecast, January 2016

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COLLEGE OF LAW

UNIVERSITY OF IDAHO

Office of the Dean
Moscow, ID 83844-2321
(208) 885-4977
FAX: 885-5709

Memorandum Date: February 26, 2016

To: John Wiencek, Provost & Executive Vice President
Trina Mahoney, Director, Budget Office

From: Mark L. Adams, Dean, College of Law
Re: Law Student Dedicated Professional Fee Request for FY 2017

As described in this memorandum, the College of Law requests an increase in the Law School Dedicated Professional fee of $1,126 per year in the law student dedicated professional fee in Fiscal Year 2017. This dollar amount represents an increase of 12.5% over the current level of $9,008.00 per year to $10,134.00 per year. The FY 2017 charge per credit hour will be $563, or an increase of $63 per credit hour.

The College of Law presently engages in a process to identify critical areas of funding needs, in consultation with student leaders, in order to develop appropriately targeted fee increases. The professional fee component of total fees and tuition paid by law students is dedicated to the College of Law. This fee is not, nor should it be perceived as, a substitute for other funding for the University or from any other source as that perception will lead to the ultimate privatization of the College of Law, which would be exceptionally detrimental to legal education in the State of Idaho. Out of necessity, the fee has been used by the College of Law to preserve the quality of legal education under the enormous pressures of the recent period of financial difficulty. The fee is an additional investment by law students themselves in the legal education which is the foundation of their future success as professionals.

The current FY 2017 requested increase will be used as a needed investment in Academic Success and Bar Preparation support. More specifically, the College of Law intends to engage with BARBRI, the leading educational examination and testing service provider for the bar exam, to provide comprehensive support to increase UI's outcomes on the bar exam. The requested increase will allow the College to offer students programming and support throughout their entire law school career, hopefully culminating in higher bar passage. The BARBRI services include the following:

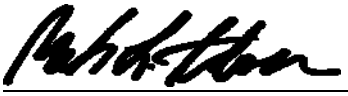
- Lawyering Fundamentals Curriculum - A weeklong intensive course that teaches first year students the skills necessary to succeed in law school. These materials will be used in the first year Orientation program each August.

- Extended 3L Bar Review Curriculum – Course materials that ease students into bar preparation by allotting more time for instruction and applied practice through focusing on contextualized substantive review of the most heavily tested MBE doctrines. These materials will be used in the Applied Legal Reasoning course offered each spring for graduating students.
- Bar Review Course and Monitoring Resources – Included in this increase, every student will be provided the BARBRI Bar Review course and materials. UI faculty and staff will have access to monitoring resources to track, advise and support students over the bar review course to maximize success on the bar exam.
- Support Resources and Materials - Students will also receive additional benefits such as BARBRI's 1L Success Program, 2L/3L outlines, lectures, and practice questions, and BARBRI AMP for all MBE subjects. UI will also receive access to real-time student progress reporting during the bar review/exam periods.

After a concerning decline in overall bar passage in summer 2015 and our accrediting body, the American Bar Association, considering new, stricter bar passage standard for the future, it is critical that the College of Law be aggressive about supporting students in this area. These services directly impact the quality of education for our students and position the College of Law to excel as an institution of legal education.

These proposed uses for the fee increase are supported by the law student leadership. It is important to the students that the College of Law remain competitively priced while still taking reasonable steps to ensure that needed programming is provided to maximize success on the bar exam. The fee increase reflects this balancing of interests, though the College's overall funding needs are greater.

Conclusion:
The FY 2017 fee increase of 12.5%, or $1,126, is designed to address critical needs at the College of Law while remaining mindful of maintaining our College's cost-competitive edge in American legal education and to assist our students in controlling their educational debts.



Mark L. Adams
Dean, College of Law

University of Idaho
College of Art and Architecture

Office of the Dean

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caa@uidaho.edu
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February 25, 2016

Idaho State Board of Education
P.O. Box 83720
Boise, ID 83720-0037

Re: Student Professional Fees
College of Art & Architecture- UI
University of Idaho

To Members of the Board:

With this letter I am requesting the College of Art & Architecture (CAA) professional increase to be 4.5%, equal to the overall full time undergraduate tuition and fee increase for the University of Idaho. In addition as the Bioregional Planning Program is now an integral part of CAA, we request to incorporate their professional fee (currently at $553/semester) into the CAA professional fee which is also at $553/semester. There is no need for separate fees since the BIOP program is now housed in CAA. Along with requesting the proposed increase CAA would like to include the college Technology fee currently paid by the same students assessed the professional fee into this request. It is currently $43.00 per student per semester. Rather than have two fees it was suggested to merge the two and title "Professional Fees". Funds would then be allocated for technology needs into appropriate accounts during our annual internal budget process.

The proposed increase and calculations are as follows:

$553.00 + $43.00 = $596.00 x 4.5% =$622.82 ($623.00)

I am happy to respond to any questions regarding this information. Thank you for your consideration.

Sincerely,

Mark Elison Hoversten

Mark Elison Hoversten, PhD
Dean

University of Idaho
College of Art and Architecture

Office of the Dean

875 Perimeter Drive MS 2461
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Phone: 208-885-9428
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www.uidaho.edu/caa

Date: February 25, 2016

To: Idaho State Board of Education (SBOE)

From: Student Congress of Art & Architecture (SCAA)
College of Art & Architecture
University of Idaho

We, the student leaders of the College of Art & Architecture at the University of Idaho are writing you to acknowledge that we have been informed through a meeting and with dialogue of the continuing and pre-arranged 4.5% increase in our student professional fees. Reactivation of the College was based on the premise that Student Professional Fees would be used to support the administrative functions and operations of the College of Art & Architecture, and in addition, to provide services and opportunities directly to students to enhance their academic experience. The Student Congress of Art & Architecture (SCAA) represents all students in the College.

Sincerely,

Justin Bise
President

cc: SCAA members
College of Art & Architecture

University of Idaho
College of Education

Movement Sciences
Physical Education Building, Room 101
PO Box 442401
Moscow ID 83844-2401

Phone: 208-885-7921
Fax: 208-885-5929
movementsciences@uidaho.edu

Monday, February 29, 2016

Re: DAT and MSAT Fees

Dear Members of the Board,

In 2011, the Doctor of Athletic Training and Master of Science in Athletic Training were approved by the State Board of Education. The first doctoral class was admitted in June 2011 and the first master's class was admitted in May of 2013. The purpose of this memo is to request an increase in fees (10%).

There are 4 main reasons for the requested fee increase of 10%:

1) The annual fees that are associated with the professional fees (e.g., books, technology) have increased significantly since the initial proposal and outpaced our initially proposed 3% annual increase.
2) Educational delivery costs have increased nationally and outpaced our 3% annual fee increase. Additionally, the planned 3% annual increase has not been applied in 3 of the five years.
3) Cost of national accreditation has risen significantly (MSAT) and we are seeking accreditation of the DAT.
4) Internal administrative costs have increased significantly from the original proposal (due to higher than expected administrative time associated with each program).

In conclusion, we are requesting the following actions be approved by the Idaho State Board of Education:

1) A 10% increase for both the MSAT and DAT programs for FY 17. We plan to implement smaller increases, more consistently moving forward. This will increase the DAT from $18,128 to $19,941 per year (3 semesters). The MSAT would increase from $20,394 to $22,434 per year (3 semesters).
2) The "other expense" category (see attachment) includes costs such as books, supplies for teaching and learning, assessment/accreditation data system, student professional membership dues, recruitment/marketing, library materials, and continuing education courses. This is a significant component of the operating budget with the intent to not have students have any additional out of pocket program fees during their program of study.

Please also find attached our FY12 to FY17 actuals and projections.

Sincerely,

Cori Mantle-Bromley, PhD
Dean, College of Education

Philip W. Scruggs, PhD
Chair, Department of Movement Sciences

To enrich education through diversity the University of Idaho is an equal opportunity/affirmative action employer.

DAT (Doctoral Athletic Training)	FY 12 (Actuals)	FY 13 (Actuals)	FY 14 (Actuals)	FY 15 (Actuals)	FY 16 (Actuals) as of January EOM	FY 16 Projections	FY 17 (Projections) based on 27 student enrollment	FY 17 (Projections) based on 27 student enrollment w/10% increase
Original Budget (actual course fee plus carry forward)	$112,000.00	$277,335.00	$475,738.05	$869,041.50	$1,079,668.73	$1,079,668.73	$625,053.72	$674,004.72
01-Salaries	$60,913.24	$132,577.57	$171,884.72	$302,707.89	$157,867.61	$245,514.00	$249,514.00	$249,514.00
02-Fringe	$6,487.92	$19,003.16	$32,548.71	$69,576.59	$50,392.02	$62,104.00	$62,736.00	$62,736.00
03-Irregular Help	$1,720.00	$50.00	$0.00	$9,597.39	$0.00	$0.00	$0.00	$0.00
04-Travel	$3,312.62	$7,309.01	$3,402.17	$3,375.28	$6,496.54	$8,800.00	$8,800.00	$8,800.00
05-Other Expense	$10,803.38	$73,301.60	$45,969.29	$73,077.00	$41,615.21	$182,350.00	$202,550.00	$202,550.00
06-5k > Capital Outlay	$0.00	$0.00	$0.00	$0.00	$4,078.75	$100,000.00	$17,500.00	$17,500.00
07-5k < Capital Outlay	$0.00	$0.00	$0.00	$4,835.40	$2,156.35	$105,000.00	$5,000.00	$5,000.00
10-Trustee Benefits	$47,813.00	$35,192.00	$61,601.00	$64,371.50	$65,448.00	$65,448.00	$22,680.00	$22,680.00
15-Transfers	$0.00	$0.00	$0.00	$75,000.00	$148,870.13	$174,855.01	$62,505.37	$67,400.47
Sub Total Expenses	$131,050.16	$267,433.34	$315,405.89	$602,541.05	$476,924.61	$944,071.01	$631,285.37	$636,180.47
BALANCE	-$19,050.16	$9,901.66	$160,332.16	$266,500.45	$602,744.12	$135,597.72	-$6,231.65	$37,824.25

MSAT (Master's Athletic Training)	FY 12 (Actuals)	FY 13 (Actuals)	FY 14 (Actuals)	FY 15 (Actuals)	FY 16 (Actuals) as of January EOM	FY 16 Projections	FY 17 (Projections) based on 25 student enrollment	FY 17 (Projections) based on 25 student enrollment w/10% increase
Original Budget (actual course fee plus carry forward)		$84,000.00	$323,333.65	$627,796.76	$602,594.17	$602,594.17	$565,120.17	$616,120.17
01-Salaries	$0.00	$1,333.50	$53,355.05	$87,821.71	$146,280.15	$273,764.00	$282,514.00	$282,514.00
02-Fringe	$0.00	$133.63	$15,043.95	$18,541.69	$40,441.29	$50,201.00	$54,843.00	$54,843.00
03-Irregular Help	$0.00	$0.00	$10,500.03	$4,789.19	$12,405.30	$25,000.00	$0.00	$0.00
04-Travel	$0.00	$2,600.48	$8,068.08	$5,980.72	$8,164.55	$11,500.00	$11,500.00	$11,500.00
05-Other Expense	$0.00	$19,507.09	$46,134.28	$44,309.13	$59,866.27	$77,050.00	$95,250.00	$95,250.00
06-5k > Capital Outlay	$0.00	$0.00	$0.00	$0.00	$4,078.75	$50,000.00	$2,500.00	$2,500.00
07-5k < Capital Outlay	$0.00	$0.00	$0.00	$1,034.80	$5,854.35	$4,200.00	$5,000.00	$5,000.00
10-Trustee Benefits	$0.00	$12,445.65	$12,600.00	$40,177.00	$18,270.00	$18,900.00	$80,634.00	$80,634.00
15-Transfers	$0.00	$0.00	$0.00	$75,000.00	$62,916.20	$36,709.00	$56,512.02	$61,612.02
Sub Total Expenses	$0.00	$36,020.35	$145,701.39	$277,654.24	$358,276.86	$547,324.00	$588,753.02	$593,853.02
BALANCE	0.00	$47,979.65	$177,632.26	$350,142.52	$244,317.31	$55,270.17	-$23,632.85	$22,267.15

The "other expense" category (see attachment) includes costs such as books, supplies for teaching and learning, assessment/accreditation data system, student professional membership dues, recruitment/marketing, library materials, and continuing education courses. This is a significant component of the operating budget with the intent to not have students have any additional out of pocket program fees during their program of study.

University of Idaho
College of Natural Resources

Office of the Dean
875 Perimeter Drive MS 1138
Moscow, Idaho 83844-1138
Phone: 208-885-6442
Fax: 208-885-5534
www.uidaho.edu/cnr

15 February 2016

Re: College of Natural Resources/McCall Outdoor Science School (MOSS) Environmental Education Graduate Program Fee

Dear Provost Wiencek,

In 2011, the State Board of Education approved a self-support program fee request from the College of Natural Resources to support the operation of a successful graduate residency program at the McCall Field Campus, home of the award winning McCall Outdoor Science School (MOSS). The program culminates first in a graduate certificate in Environmental Education (board approved 2005) received after the first academic year of students living in residence at the McCall Field Campus. With further study at the UI main campus, students receive a Master of Science in Natural Resources.

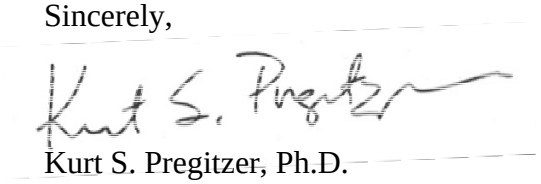
The purpose of this memo is to request a 4% increase in the self-support program fee for school year 2016-17 from the current rate of $7,237.50 per semester, to $7,527.00 per semester. Specifically, this requested increase:

1) Will defray the increased cost of faculty teaching the program and staff providing administrative support resulting from state approved CEC increases; costs of technology and scientific equipment needed for teaching, travel, and field study;
2) Will proportionately cover increased costs of operating and maintaining the 14-acre McCall Field Campus and the buildings contained therein generally attributed to normal inflation and in keeping with a comprehensive new Campus Master Plan completed in 2014. Please note that the requested fee increase will only support facility costs appropriate to the graduate program and that other facility costs will be covered using other appropriate budget lines;
3) Will not affect any students currently enrolled in the program. This requested increase would take effect for the new cohort of graduate students entering in Fall 2016.

This popular graduate program has grown to be one of the largest in the College of Natural Resources. Talented students come to the University of Idaho/CNR from within the state as well as from across the U.S. and Canada. Students apply their graduate coursework through hands-on teaching and outreach to form a unique link between university level STEM education and the Idaho K12 education system. They instill a STEM identity in 2,500 Idaho elementary, middle and high school students annually to help them become the innovators and problem solvers that our state needs to compete in the 21st century economy. To date, this program has reached more than 25,000 Idaho K-12 students and helped more than 2,500 Idaho teachers learn new pathways to teach STEM fields to Idaho students.

I am happy to discuss this request further with you or to answer any questions you might have. Thank you for your consideration.

Sincerely,



Kurt S. Pregitzer, Ph.D.
Dean & Thomas Reveley Professor

	FY16 (Current)		FY17 (proposed)	
	FTE	Cost	FTE	Cost
A. Personnel Costs				
1. Faculty	2.83	$ 123,520	2.83	$ 128,461
2. Administrators	1.00	$ 42,449	1.00	$ 44,147
3. Adjunct Faculty		$ -		$ -
4. Graduate assistants		$ -		$ -
5. Research Personnel		$ -		$ -
6. Support personnel		$ -		$ -
7. Fringe Benefits	3.83	$ 63,642	3.83	$ 66,188
8. Other		$ -		$ -
Total Personnel	3.83	$ 229,611	3.83	$ 238,796

	FY16 (Current)	FY17 (proposed)	
B. Operating			
1. Travel	$ 20,000	$ 20,800	
2. Professional Services	$ 5,000	$ 5,200	
3. Other Services	$ -	$ -	
4. Communications	$ -	$ -	
5. Utilities	$ -	$ -	
6. Materials/Supplies	$ 7,500	$ 7,800	
7. Rentals	$ -	$ -	
8. Repairs & maint.	$ -	$ -	
9. Materials for resale	$ -	$ -	
10. Misc. (Facility fee)	$ 27,400	$ 28,496	
Total Operating	$ 59,900	$ 62,296	

	FY16 (Current)	FY17 (proposed)	
C. Capital Outlay			
1. Library	$ -	$ -	
2. Equipment	$ -	$ -	
Total Capital Outlay	$ -	$ -	
D. Facilities	$ -	$ -	
E. Indirect Costs	$ -	$ -	
Grand Total Expenditures	$ 289,511	$ 301,092	

III. Revenues

	FY16 (Current)	FY17 (proposed)	
A. Source of Funds			
1. Approrpiated Funds - Reallocation-MCO	$ -	$ -	
2. Appropriated Funds - New - MCO	$ -	$ -	
3. Federal Funds	$ -	$ -	
4. Other grants	$ -	$ -	
5. Fees	$ -	$ -	
6. Other: Program Fee	$ 289,511	$ 301,092	
Grand Total Revenues	$ 289,511	$ 301,092	
B. Nature of Funds			
1. Recurring	$ -	$ -	
2. Non-recurring	$ 289,511	$ 301,092	
Grand Total Revenues	$ 289,511	$ 301,092	
Divided by 20 students (average enrollment)			
Cost per student 2 semesters at MOSS	$ 14,475.55	$ 15,054.58	
Requested percentage increase		4%	

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SUBJECT

Institution, Agency, and Special/Health Programs Strategic Plans

REFERENCE

April 2015	The Board reviewed the institution, agency, and special/health programs strategic plans.
June 2015	Board approved the strategic plans for the agencies, community colleges, and the special/health programs.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.M.1.
Section 67-1901 through 67-1903, Idaho Code.

BACKGROUND/ DISCUSSION

Pursuant to section 67-1901 through 1903, Idaho Code, and Board Policy I.M. the institutions, agencies and special/health programs under the oversight of the Board are required to submit an updated strategic plan each year. The plans must encompass at a minimum the current year and four years going forward. The Board planning calendar schedules these plans to come forward annually at the April and June Board meetings. This timeline allows the Board to review the plans and ask questions in April, and then have them brought back to the regular June Board meeting with changes for final approval while still meeting the state requirement that they be submitted to the Division of Financial Management (DFM) by July 1 of each year. Once approved by the Board the Office of the State Board of Education submits the plans to DFM.

The current guidelines set by the Board are in alignment with DFM's guidelines and the requirements set out in section 67-1901 through 67-1903, Idaho Code. Each strategic plan must include:

- **Vision:** An Outcome-Based Vision statement is an inspiring picture of a preferred future. The Vision Statement provides the reader with a clear description of how the agency/institution sees the future should their goals and objectives be achieved.
- **Mission Statement:** Agency/Institution Mission specifies an agency's/institution's purpose. It concisely identifies what the agency/institution does, why, and for whom. A mission statement identifies the unique purposes promoted and served by the agency/institution.

  Institution mission statements must articulate a purpose appropriate for a degree-granting institution of higher education, with its primary purpose to serve the educational interests of its students and its principal programs leading to recognized degrees. In alignment with regional accreditation, the institution must articulate its purpose in a mission statement, and identify core themes that comprise essential elements of that mission.

- **Goals:** A goal is a planning element that describes the broad condition or outcome that an agency, institution or program is trying to achieve. Goals are the general ends toward which agencies direct their efforts. A goal addresses issues by stating policy intention. Goals can be presented in both qualitative and quantitative form. In a strategic planning system, goals are ranked for priority. Goals stretch and challenge an agency, but they are realistic and achievable.
- **Objectives:** The objective is a planning element that describes how the agency plans to achieve a goal. Objectives are clear targets for specific action. They mark quantifiable interim steps toward achieving an agency's/institutions long-range mission and goals. Linked directly to agency/institution goals, objectives are measurable, time-based statements of intent. They emphasize the results of agency/institution actions at the end of a specific time period.
- **Strategies (optional):** Strategies are methods to achieve goals and objectives. Formulated from goals and objectives, a strategy is the means for transforming inputs into outputs, and ultimately outcomes, with the best use of resources. A strategy reflects budgetary and other resources.
- **Performance Measures:** Performance measures assess the progress the agency is making in achieving a goal (quantifiable indicator). Performance Measures are gauges of the actual impact or effect upon a stated condition or problem. They are tools to assess the effectiveness of an agency's/institutions performance and the public benefit derived.
- **Benchmarks:** Benchmarks are performance targets for each performance measure for at a minimum the next fiscal year (and an explanation of how the benchmark level was established which can mean an industry standard or agency research of circumstances that impact performance capabilities).
- **External Factors:** Identify external factors that are beyond the control of the agency that affect the achievement of goals. Key factors external to the agency are those factors which are beyond the control of the organization. They include changes in economic, social, technological, ecological or regulatory environments which could impact the agency and its ability to fulfill its mission and goals.

Each of these components is a standard strategic plan component. The term Key Performance Indicators, is also used interchangeably with Performance Measures. Strategic planning, in general, is considered a good business practice, whether in the private or public sector. In accordance with the Board's planning calendar, the Board will be presented with the institutions, agencies and special/health programs performance measure data at the October 2015 Regular Board meeting. The performance measures presented will be those measures approved by the Board through the institutions, agencies and special/health programs strategic plans.

The Board has requested for a number of years now that the benchmarks contained within the strategic plans be aspirational benchmarks, not merely a continuation of the "status quo."

At the October 2011 Board meeting the Board requested the postsecondary institutions include the following system wide performance measures in their strategic plans:

- **Remediation** (number of first-time freshman who graduate from and Idaho High school in the previous year requiring remedial education). *Measures quality/alignment of education at the secondary level. Due to this, a meaningful benchmark cannot be set by the institutions. This measure will be included in the cases served section on the annual Performance Measure Report.*
- **Retention** (number of full-time and part-time freshmen returning for a second year or program completion if professional-technical program of less than one year)
- **Dual Credit** (total credits and # of students)
- **Total certificates and degrees conferred** (number of undergraduate certificate and degree completions per 100 (FTE) undergraduate students enrolled)
- **Cost per credit hour** to deliver education
- **Efficiency -** Certificate (of at least one year in expected length) and degree completions per $100,000 of education and related spending by institutions (Education & Related spending is defined as the full cost of instruction and student services, plus the portion of institutional support and maintenance assigned to instruction) *This measures is currently reported to IPEDS by each institution.*

Through the planning process Board staff have worked with the Institutional Research staff at the institutions to refine the system-wide performance measures to assure there is a common understanding of the required performance measures and they are being reported consistently across the institutions. The performance measures have been refined as follows:

- **Graduation Rate:**
  This area is made up of two measures.
  a) Total degree production (split by undergraduate/graduate).
  b) Unduplicated headcount of graduates and percent of graduates to total unduplicated headcount (split by undergraduate/graduate).
- **Retention Rate:**
  Total full-time new and transfer students that are retained or graduate the following year (excluding death, military service, and mission).
- **Cost of College**:
  The audited financial statements are used for determining these measures.
  a) Cost per credit hour – Financials divided by total weighted undergraduate credit hours.
  b) Efficiency – Certificates (of at least 1-year or more) and degree completions per $100,000 of financials.
- **Remediation** (Optional: may be reported under Cases Served rather than a Performance Measures):

Number and percentage of first-time freshmen who graduated from an Idaho high school in the previous year requiring remedial education as determined by institutional placement benchmarks.

- **Dual Credit:**
  Total credit hours earned and the unduplicated headcount of participating students.

The "Remediation" performance measure is not a measure of the institutions performance, but that of the secondary schools the freshmen are coming from. It is included in the list of performance measures and may be reported by the institutions on the performance measure report under "Cases Served" or as a performance measure with a benchmark.

In addition to these components all of the strategic plans are required to be in alignment with the Board's system-wide strategic plans, these include the Board's overarching K-20 education strategic plan, the Science, Technology, Engineering and Math (STEM) Education Strategic Plan, Higher Education Research Strategic Plan, and the Idaho Indian Education Strategic Plan.

IMPACT

Review of the institutions, agencies and special/health programs at this time will allow the Board to ask questions and or request changes or additions to the strategic plans prior to approval of the plans in June.

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STAFF COMMENTS AND RECOMMENDATIONS

Board staff will be prepared to discuss each of the plans during the April Board meeting work session and their alignment with the Boards strategic plans and institution staff will be on hand to discuss their individual plans and answer questions.

BOARD ACTION

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

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Idaho State Department of Education

Strategic Plan, 2015-2021

Superintendent Sherri Ybarra

December 9, 2015

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Part 1: 2015-2021 Strategic Plan Summary

VISION STATEMENT

Supporting Schools and Students to Achieve.

MISSION STATEMENT

The Idaho State Department of Education is dedicated to providing the highest quality of support and collaboration to Idaho's public schools, teachers, students and parents.

STRATEGIC PLAN INTRODUCTION

As Superintendent of Public Instruction, I am committed to supporting districts and schools to ensure a high quality education for all Idaho students so that they are ready to succeed in life. In keeping with this commitment, the Idaho State Department of Education's Strategic Plan establishes specific and measureable goals as well as the Department's strategies for achieving them. This plan will both clarify and focus the work of the Department, enabling targeted support to districts and unifying the efforts of Idaho's educators for the benefit of students statewide.

The plan embodies the Department's strong emphasis on improving K-12 education culture in Idaho, and will empower districts to provide high quality education while moving away from a rigid philosophy of over-testing, compliance, and a one-size-fits-all accountability structure. Moving forward, the Department will work with local districts to achieve high-level outcomes for students while also adhering to its guiding principles in order to ensure that this cultural shift occurs seamlessly.

GUIDING PRINCIPLES

1. The needs of children must drive any necessary change.
2. Every student can learn and must have a highly effective teacher in every classroom.
3. Current and new resources must focus on the demands of the 21st Century.

STATE AND LOCAL AUTHORITY

The following statement in Idaho Code articulates the authority for the state to govern the public K-12 education system.

> "The state board shall adopt rules, pursuant to the provisions of chapter 52, title 67, Idaho Code, and section 33-105(3), Idaho Code, to establish a thorough system of public schools with uniformity as required by the constitution, but shall not otherwise impinge upon the authority of the board of trustees of the school districts. Authority to govern the school district, vested in the board of trustees of the school district, not delegated to the state board, is reserved to the board of trustees."

Our plan acknowledges and honors the distinction of roles between the state and local districts. Indeed, the state seeks to partner with districts to improve education for all students.

The Governor's Task Force for Improving Education Recommendations

The Department's new Strategic Plan builds on the State School Accountability Scorecard and the 2012 Governor's Task Force for Improving Education recommendations, which list 20 priorities that help to describe a new vision for Idaho's public schools. Some recommendations have since been completed, and I believe in the value of the 16 recommendations that are in the process of being implemented. This plan builds upon these recommendations and helps to integrate them into the work of the Department. They include:

- Transitioning to a mastery education system
- Retaining the Idaho Core Standards
- Increasing literacy proficiency
- Providing advanced opportunities for all students
- Introducing a new, mutually responsible accountability system
- Empowering districts with autonomy to innovate
- Maintaining continuous improvement through effective planning and progress monitoring
- Encouraging the development of *district-wide* collaboration systems
- Improving high speed bandwidth and wireless infrastructure
- Providing educators and students with technology in the classroom
- Enabling district autonomy through increased operational funding
- Utilizing the career ladder compensation model
- Funding schools through an enrollment model
- Emphasizing and encouraging teacher-to-teacher mentoring and collaboration
- Supporting teachers and leaders with job-embedded professional learning
- Providing teachers with enhanced pre-service training

The full summary recommendations are appended to this document.

Our Goals

The Department has articulated its goals for public education in Idaho in terms of outcomes for students, and will give districts and schools the necessary support to reach these goals. This plan also describes the supporting strategies which will drive the Department's work.

I have chosen to focus the Department's work on three goals, all of which will contribute to success for Idaho's students.

1. All Idaho students persevere in life and are ready for college and careers.
2. All education stakeholders in Idaho are mutually responsible for accountability and student progress.
3. Idaho attracts and retains great teachers and leaders.

OUR STRATEGIES TO ACHIEVE EACH GOAL

The Department has adopted a set of strategies that will contribute to each goal's success. Each strategy has been assigned a responsible leader at the Department as well as underlying key projects that are either already underway or are planned.[1] While these strategies aim to codify the work that will have the most significant impact on each goal, we acknowledge that the work of all educators in Idaho impacts student achievement in ways far beyond this document's description.

GOAL 1: ALL IDAHO STUDENTS PERSEVERE IN LIFE AND ARE READY FOR COLLEGE AND CAREERS

Strategy 1.1: Fully implement the Idaho Core Standards (TF 2)

Idaho's methodology for fully implementing the Idaho Core Standards is largely based in the expansion of successful teacher coaching programming, which will grow to include Math teachers in addition to the existing ELA component. This coaching model is designed to invest in human capital that remains in local districts and that meets local needs. Coaches focus on instructional shifts and work over time, face-to-face with teachers to help provide coherence and flexibility around the Idaho Core, as well as immediate impact in classrooms. Long term, coaches will also include training administrators and regional cadres.

Specific projects associated with this strategy include:
- Request funding for systems and professional development to enable progress monitoring
- Scale coaching program to include Math in addition to English Language Arts
- Promote and emphasize the importance of teacher-to-teacher mentoring (TF 15)

Strategy 1.2: Explore options and opportunities for students to attend pre-kindergarten

Historically, publicly funded Pre-K has only been available to a small group of students with special needs in Idaho. While some have called for optional, public and voluntary Pre-K, others have shown opposition to this idea. In order to better understand the possibility of offering state-funded public Pre-K for 3 and 4 year olds in Idaho, SDE seeks to explore options, needs and costs through research and, possibly, incubation programs.

Strategy 1.3: Implement multiple pathways to graduation

In order to implement multiple pathways to graduation, SDE will assert, provide and offer increased flexibility (alternative methods) for students to demonstrate competency in satisfying state and local graduation requirements. The 8-in-6, P-Tech, GEAR UP, Fast Forward, Dual Credit for Early Completion, and Mastery Advancement programs will all contribute to this strategy, as will targeted efforts for special education and gifted and talented students.

Specific projects associated with this strategy include:
- Investigate alternate routes to graduation (including demonstrated mastery)
- Promote and emphasize career coaches and teacher-to-student mentoring
- Provide advanced opportunities to all students (TF 4)

[1] Note that strategies or projects that relate directly to the Governor's Task Force for Improving Education recommendations are indicated with a TF in parentheses, followed by the associated recommendation number.

Strategy 1.4: Improve the ways in which funding is leveraged to benefit students

The State Department of Education (SDE) seeks to more purposefully allocate state funds for programs in a way that maximizes flexibility for districts. Historically, the budgeting process does not afford adequate attention to the mechanisms through which funds are disbursed, leading to unnecessary burden to districts using these funds. As a result of stakeholder feedback on this process, SDE is working with the appropriate state-level personnel to adjust funding streams and allow greater flexibility.

Specific projects associated with this strategy include:
- Support local school districts through a revised, strategic public schools budget which removes barriers and mandates to provide flexibility and local control
- Request funding for SDE priorities including career counseling, regional education centers, personalized learning, and the Career Ladder
- Leverage all federal funds, where possible, for district use

Strategy 1.5: Support technology in the classroom

SDE will endeavor to support districts to integrate locally chosen technology solutions that will improve student learning. While SDE seeks to offer feedback and guidance when asked, the state seeks to fund and empower each district to implement technology improvements.

Specific projects associated with this strategy include:
- Provide all schools with broadband internet and wireless networks (TF 9)
- Ensure that all students and teachers can use technology in the classroom (TF 10)
- Provide guidance and expertise to enable each district to choose an Instructional Management System that works best for them, and funds its implementation

Goal 2: All education stakeholders in Idaho are mutually responsible for accountability and student progress

Strategy 2.1: Increase district autonomy and ability to innovate

To implement this strategy, we recommend the Governor's Office, State Board of Education, and State Department of Education evaluate existing education laws and administrative rules and work with the Legislature to remove those which impede local autonomy, flexibility to adapt to local circumstances, and the ability of the schools to be agile, adaptive, innovative, and drive continuous improvement.

Specific projects associated with this strategy include:
- Reduce compliance-based rules and regulations where possible (TF 6)
- Encourage district-wide empowerment to choose their own electronic collaboration systems to avoid unnecessary centralization of information (TF8)
- Reduce line-item mandates to ensure flexibility with district discretionary funding
- Implement increased district flexibility under the New Every Student Succeeds Act

Strategy 2.2: Build a new accountability system

SDE will continue to design and implement a fair and equitable accountability system, using a pipeline of support through district partnerships. The system will allow districts flexibility to support schools using locally-determined interventions, and better enable districts to react to feedback from schools. While the state will work with districts to create their plans to improve struggling schools, guided by a clear set of improvement principles, districts will be the final approvers of school plans. The new accountability model will replace the star-rating system, which was revealed through feedback from the field to be difficult to understand and communicate to stakeholders.

Specific projects associated with this strategy include:
- Prioritize the use of district strategic plans to drive improvement (TF 7)
- Rebuild school accountability plans so that they reinforce mutual accountability based on multiple measures of student performance, rather than compliance

Strategy 2.3: Establish a Mastery Education Network (TF 1)

Mastery education is being embraced by districts and schools across the country as a method of empowering learners, allowing more student voice and enabling students to learn at their own pace. At its core is the shift to learning as measured by a student's ability to demonstrate mastery, not seat time devoted to a subject or grade level. SDE will facilitate the creation of a voluntary network of schools that will begin to implement shifts toward mastery. During the first several years of this network, the state will convene these schools to learn from one another, support the schools where appropriate, learn from school innovations and best practices, and collect models for implementation to prepare for supporting additional schools in this shift. SDE will also investigate which state policies and rules impede a true mastery model, and work with state lawmakers to remove policy barriers to full implementation.

Specific projects associated with this strategy include:
- Investigate and initiate the necessary legislative policy changes
- Align funding and accountability models to the mastery education network
- Provide support and guidance to schools that opt-in to the mastery education network

Strategy 2.4: Engage and collaborate with diverse stakeholder groups to ensure mutual responsibility for K-12 education in Idaho

SDE will create a consistent process for the receipt of stakeholder groups' input. SDE will link its communications and feedback plan and the Community Relations Officer's work, allowing them to act in tandem with one another. SDE will continue to be present at stakeholder meetings and involved with their work, and will experiment with new approaches to structured consultation with stakeholders.

GOAL 3: IDAHO ATTRACTS AND RETAINS GREAT TEACHERS AND LEADERS

Strategy 3.1: Improve professional support for educators

SDE will work to enhance the experience of being a teacher in Idaho, both at the pre-service stage and in schools, by engaging districts to build their own capacity to train and support teachers.

Specific projects associated with this strategy include:
- Provide job-embedded professional development (including in support of the mastery-based education network) (TF 16)
- Provide school leader evaluation training (TF 18)
- Advocate for funding for a robust teacher mentoring program
- Allow more capacity-building activities to be used for administrator certification.

Strategy 3.2: Establish regional education centers

Idaho SDE will provide a central location of support for rural schools, enabling them to acquire the assistance and skills that their individual budgets do not allow, but that larger districts can often provide for themselves. This includes special education and English language learner support, recertification credit offerings, professional learning communities, substitute teacher pools, grant writers, and other specialized hires.

Strategy 3.3: Align systems to support educators

Idaho employs standards both for educators and for student learning. In order to be considered learner-ready and to continue to grow throughout their careers, educators should come out of teacher preparation programs with working knowledge of these sets of standards. This strategy seeks to ensure that teacher preparation programs are providing this knowledge of performance standards as well as incorporating the Idaho Standards of Learning.

Specific projects associated with this strategy include:
- Investigate school funding models that are aligned to the mastery-based education network (TF 13)
- Sustain and support the Career Ladder Compensation Model (TF 12)
- Engage colleges of education to adapt pre-service teacher training to Idaho Core Standards and mastery-based instructional practices (TF 19)
- Conduct State Specific Requirement Reviews of all teacher preparation programs in the state

Strategy 3.4: Communicate to change the culture and image of K-12 education in Idaho

The culture and image of K-12 education in Idaho are in need of a refresh, both in support of the Superintendent's budget and priorities, and to more broadly positively shift the public's perception of the teaching workforce. To drive change and tone, SDE plans to incorporate language in support of this culture change into all public facing communications (speeches, messaging, etc.) from the department, consistently highlighting the important work and value of teachers, and continuing to build strong relationships with reporters.

Strategic Plan Part 1 Appendix: Governor's Task Force for Improvement Education Summary Recommendations (September 6, 2013)

1. Mastery Based System

We recommend the state shift to a system where students advance based upon content mastery, rather than seat time requirements. This may require a structural change to Idaho's funding formula and/or some financial incentive to school districts. We also recommend that mastery be measured against high academic standards.

2. Idaho Core Standards

We strongly endorse the rigorous and successful implementation of the Idaho Core Standards as an essential component of high performing schools. Higher standards in all subject areas help raise student achievement among all students, including those performing below grade level.

3. Literacy Proficiency

We recommend students demonstrate mastery of literacy before moving on to significant content learning. Reading proficiency is a major benchmark in a student's education. Students must learn to read before they can read to learn content in other subject areas.

4. Advanced Opportunities

We recommend the state ensure that all students have access to advanced opportunities by expanding post-secondary offerings while a student is still in high school.

5. Revamp the State's Accountability Structure Involving Schools

We recommend the state revamp the accountability structure involving schools. The existing structure that relies on compliance mandates should be replaced with a system that is based on accountability for student outcomes.

6. Empower Autonomy by Removing Constraints

We recommend the Governor's Office, State Board of Education, and State Department of Education evaluate existing education laws and administrative rules and work with the Legislature to remove those which impede local autonomy, flexibility to adapt to local circumstances, and the ability of the schools to be agile, adaptive, innovative, and drive continuous improvement.

7. Annual Strategic Planning, Assessment, and Continuous Focus on Improvement

We recommend each district be required to have a strategic plan (and to renew it annually) that identifies and focuses district-wide continuous improvement toward statewide goals. Both the local board and the state should provide oversight to ensure that the plan is appropriate to local circumstances and aligns to and supports the state's goals. The plan forms the basis from which accountability will be structured and the superintendent will be evaluated.

8. Statewide Electronic Collaboration System

We recommend that a statewide electronic collaboration system be adopted for educators to share ideas and resources across the state.

9. High Speed Bandwidth and Wireless Infrastructure

We recommend the state expand the existing high speed bandwidth infrastructure to ensure every school (high school, middle school, and elementary school) has the bandwidth and wireless infrastructure necessary for simultaneous equal access and opportunity. This will require ongoing funding for the repair and replenishment of equipment.

10. Educator and Student Technology Devices

We recommend that every educator and student have adequate access to technology devices with appropriate content to support equal access and opportunity. Educator professional development is critical to the effective implementation of technology.

11. Restoration of Operational Funding

We recommend restoration of operational funding to the FY 2009 level. Although traditionally called "discretionary" funding, operational funds are the normal, reasonable costs of doing business and include such items as paying for heat, lights and fuel; transporting students in a safe manner to and from school; and providing timely and relevant content materials and training for teachers. A multiple year approach could be implemented to rebuild operational funding.

12. Career Ladder Compensation Model

We recommend a phased implementation of a Career Ladder of teacher compensation. The model proposed combines competitive salaries with incentives, rewards and accountability. Further, we believe it should be tied to a revised system of state licensure.

13. Enrollment Model of Funding Schools

We recommend a change from Average Daily Attendance (ADA) to Average Daily Enrollment/ Membership. This will enhance fiscal stability and remove current barriers to personalized and/or mastery learning models that are required to meet the State Board's 60 percent goal.

14. Tiered Licensure

We recommend a continuum of professional growth and learning that is tied to licensure. Movement through the system would be accomplished in a very specific, objective way using performance measures.

15. Mentoring

We recommend that each district develop a mentoring program for the support of new teachers based on the Idaho Mentor Program Standards. These standards provide a vision and guidelines for local planners to use in the design and implementation of a high-quality mentor program for beginning teachers. We recommend the state provide funding support for a mentoring program.

16. Ongoing Job-embedded Professional Learning

Teacher effectiveness is paramount to student success, and professional development is paramount to teacher effectiveness. Professional development must be regularly scheduled and ongoing. We recommend that districts provide regular professional learning opportunities, and we support ongoing funding for professional development. We recommend the use of the research-based standards of the National Staff Development Council known as Learning Task Force for Improving Education Forward. We further recommend that resources for educator learning be prioritized, monitored and coordinated at the state level.

17. Site-based collaboration among teachers and instructional leaders

Time to collaborate is critical to effective teaching and implementation of higher standards and technology. We strongly encourage districts to restructure the traditional school day schedule to allow for job-embedded collaboration time. We support the creation of professional learning communities that increase educator effectiveness and results for all students. We recommend providing training models to districts for their use in training the members of the professional learning communities, and encourage models that focus on team outcomes and collective responsibility.

18. Training and development of school administrators, superintendents and school boards

We recommend continued training and professional development of school administrators, superintendents and school boards. The committee supports further development and implementation of the Idaho Standards for Effective Principals and the pilot work being conducted in the 2013-14 school year to further explore effective performance measures for school administrators. This includes ongoing implementation and support for administrator training in assessing classroom performance through observation.

19. Provide enhanced pre-service teaching opportunities through the state's colleges of education

We support the efforts of Idaho's higher education institutions to increase and enhance clinical field experiences for pre-service teachers.

20. Participation in the CCSSO's "Our Responsibility, Our Promise" recommendations to improve teacher preparation

We support Idaho's participation in implementing The Council of Chief State School Officers (CCSSO) "Our Responsibility, Our Promise" recommendations to help ensure that every teacher and principal is able to prepare students for college and the workforce.

Part 2: Strategic Plan Strategy Profiles

The Department has adopted a set of strategies that will contribute to each goal's success. Each strategy has been assigned a responsible leader at the Department as well as underlying key projects that are either already underway or are planned.[2] While these strategies aim to codify the work that will have the most significant impact on each goal, we acknowledge that the work of all educators in Idaho impacts student achievement in ways far beyond this document's description.

GOAL 1: ALL IDAHO STUDENTS PERSEVERE IN LIFE AND ARE READY FOR COLLEGE AND CAREERS

STRATEGY 1.1: FULLY IMPLEMENT THE IDAHO CORE STANDARDS

Description	Idaho's methodology for fully implementing the Idaho Core Standards is largely based in the expansion of successful teacher coaching programming, which will grow to include Math teachers in addition to the existing ELA component. This coaching model is designed to invest in human capital that remains in local districts and that meets local needs. Coaches focus on instructional shifts and work over time, face-to-face with teachers to help provide coherence and flexibility around the Idaho Core, as well as immediate impact in classrooms. The coaches' long-term, ingrained and frequent work will also include training administrators and regional cadres.	
Definition of success	This strategy will be successful if Idaho sees an increase in the number of students proficient in ELA and Math (>30%) on measures aligned to the Core Standards. Increased demand from the field for participation in the coaching program will demonstrate success, as will a "new normal" in which teachers collaborate face-to-face as a true professional learning community.	
Leadership	This strategy is led by Scott Cook, SDE's Content Director. Nicole Hall will provide support for Math and Diann Roberts will provide support for ELA.	
Other offices involved and resources required	**Office or Resource**	**Desired involvement**
	▪ IHE (prep, re-cert) ▪ Univ. of Idaho tech integration: summer program, Doceo Center ▪ Region 4 collaborative ▪ BSU Writing Project ▪ Inquiry workshop	▪ Coordination with SDE directors ▪ Workshop in a Box, funding ▪ Model success for collaborative learning and professional learning ▪ Funding ▪ Funding *leverage funding opportunities for Math where possible
Scale	▪ About 600 ELA teachers are involved in the coaching program ▪ In its first year, at least 300 Math teachers will be involved in the coaching program ▪ 12 ELA coaches, 12 Math coaches and 3 Literacy coaches will work with teachers as part of the program	

[2] Note that strategies or projects that relate directly to the Governor's Task Force for Improving Education recommendations are indicated with a TF in parentheses, followed by the associated recommendation number.

<table>
<tr><td>Metrics</td><td colspan="3">▪ Student results on Smarter Balanced
▪ Surveys administered to teachers, leaders and superintendents
▪ Number of contact hours between coached and teachers (target of about 300 per year per teacher)
▪ Improved NAEP ELA and Math scores
▪ Integration of coaching program in district strategic plans
▪ Number of districts that sign up for coaching program (there are about 90 for ELA)
▪ Perverse indicator: teacher time out of the classroom</td></tr>
<tr><td rowspan="2">Milestones</td><td>2015-16</td><td>2016-17</td><td>2018-19</td></tr>
<tr><td>▪ Determine math network leadership
▪ In March 2016: Finalize application and recruitment materials for coaching program
▪ June 2016: Finalize coach assignments
▪ Coordinate field support through monthly meetings (continuous)</td><td>▪ 1st year coaching math teachers
▪ Analyze efficacy (webs of impact)
▪ Refine math coaching model based on impact
▪ Capture Region 4 story</td><td>▪ Math web of impact grows (need to benchmark expected impact)
▪ Increase ELA-focus on in-classroom support
▪ Determine how SDE can facilitate expansion of face-to-face collaboration among teachers</td></tr>
<tr><td>Risks</td><td colspan="3">▪ Empty teacher slots left by teachers recruited for coaching positions – could SDE help fill these roles?
▪ Fully making the shift to align Math instruction to Core – a lot has already been done, but this work is different
▪ Districts using Math curriculum that is not actually aligned – state can provide suggestions for deeply aligned materials (ex: Doceo Center)</td></tr>
</table>

STRATEGY 1.2: EXPLORE OPTIONS AND OPPORTUNITIES FOR STUDENTS TO ATTEND PRE-KINDERGARTEN

Description	Historically, publicly funded Pre-K has only been available to a small group of students with special needs in Idaho. While some have called for optional, public and voluntary Pre-K, others have shown opposition to this idea. In order to better understand the possibility of offering state-funded public Pre-K for 3 and 4 year olds in Idaho, the State Department of Education seeks to explore options, need and costs through research and, possibly, incubation programs.		
Definition of success	As a result of this strategy, SDE will have a firm understanding of the changes necessary to support a successful Pre-K program in Idaho, as well as likely costs and benefits of Pre-K in the state. If the appropriate stakeholders feel that Pre-K should move forward, the strategy will be successful if legislators support the program and SDE is able to gain funding for incubator Pre-K programs, perhaps in rural districts. If implemented (or in incubator programs), Pre-K in Idaho will be successful if participating students demonstrate increased achievement on the Idaho Reading Indicator (K-3 literacy assessment).		
Leadership	This strategy is led by Tim McMurtrey, SDE's Chief Performance Officer, with input from the remainder of the executive committee. Diann Roberts (ELA Specialist) and Scott Cook (Content Director) will also play important roles. In the future, SDE may need to build additional capacity for this work, potentially hiring a Pre-K or Pre-K-3 Coordinator.		
Other offices involved and resources required	**Office or Resource**	**Desired involvement**	
	▪ Institutions of Higher Education (IHEs) ▪ ▪ Bussing department ▪ ▪ Special Education Preschool Programs ▪ ▪ Grant funding/ Albertson Foundation ▪ Private pre-schools	▪ Teacher training through pre-school certification programs, potential contracts to research best practices ▪ Help build understanding of how to adapt the existing bussing program to support Pre-K ▪ Resource around implementation to date in Idaho, may provide insight into how resources are leveraged to provide pre-k ▪ SDE is working to rebuild a partnership with the Albertson foundation- private foundations may be a good source of funding for Idaho pre-K programs ▪ Research private preschool enrollment trends to better understand climate for Pre-K in Idaho	
Scale	As this strategy refers to potential Pre-K programs' research phase, scale is still to be determined. Scale for this strategy would likely refer to the number of students, schools, or districts participating in an optional, partially state-funded incubation program.		
Metrics	▪ Idaho Reading Indicator (IRI) data ▪ Number of Schools with full day, non-remedial kindergarten		
Milestones	**2016-17**	**2017-18**	**2018-19**
	▪ Line item in SDE budget for IHE research into Pre-K outcomes and policy implications in similar states ▪ Track existing pilot and SPED programs annually	▪ Potential to introduce Pre-K incubator programs ▪ Compile baseline research to justify budget request	

Risks	▪ Private pre-k programs will lobby against public Pre-K to resist losing funding due to loss of business ▪ As exploration moves to implementation, SDE will need to determine whether to open Pre-K options to all children or just Title I? ▪ This strategy could contribute to revived interest in pay for performance model ▪ Lack of success in expanded Pre-K could diminish support for Pre-K generally statewide ▪ Legislature does not fund the research and incubation necessary to explore and start building programs ▪ Some Idahoans see public Pre-K as an infringement on family rights- could contribute to loss of favor or trust for SDE ▪ Tension between funding for Pre-K versus full-day Kindergarten ▪ Capacity and staffing challenges are likely, especially in smaller districts. Physical space is lacking and therefore an important consideration.

STRATEGY 1.3: IMPLEMENT MULTIPLE PATHWAYS TO GRADUATION

<table>
<tr><td>Description</td><td colspan="2">In order to implement multiple pathways to graduation, SDE will assert, provide and offer increased flexibility (alternative methods) for students to demonstrate competency in satisfying state and local graduation requirements. The 8-in-6, P-Tech, Gear Up, Fast Forward, Dual Credit for Early Completion, and Mastery Advancement programs will all contribute to this strategy, as will targeted efforts for special education and gifted and talented students.</td></tr>
<tr><td>Definition of success</td><td colspan="2">If this strategy is successful, low expectations for students will be disrupted through leveraging key programs that will allow students to demonstrate learning through diverse means. A critical mass of districts will adopt multiple pathways to graduation, helping to streamline and demystify decision pathways for students, and SDE will be able to document examples of successful pathways for students. Through multiple pathways activities, children from diverse contexts will be able to demonstrate competency, helping to reach a goal of 60% of Idahoans age 25-34 holding post-secondary degrees or certificates by 2020, up from 48% in 2015.</td></tr>
<tr><td>Leadership</td><td colspan="2">This strategy will be led by Matt McCarter, SDE's Director of Student Engagement & Postsecondary Readiness. Tina Polishchuk (Advanced Opportunities Coordinator), Dana Kelly (Dual Credit), Charlie Silva (Special Education), Kelly Brady (Mastery) and Cheryl Finley (Director of Assessment) will all support components of the strategy.</td></tr>
<tr><td rowspan="2">Other offices involved and resources required</td><td>Office or Resource</td><td>Desired involvement</td></tr>
<tr><td>▪ Scott Cook (standards)
▪ Peggy Wenner (G&T, AP)
▪ Charlie Silva (SPED)
▪ AVID programs
▪ Business leaders
▪ Mentoring/coaching money in budget
▪ Local advising initiatives
▪ State Board staff
▪ IHE (especially dual credit coordinators)</td><td>▪ Determine whether EOC texts are aligned to standards for MAP
▪ Leverage G&T grant to make more G&T offerings available
▪ Provide guidance on implications for SPED
▪ Determine how to leverage
▪ Generate urgency for career readiness
▪ Leverage funding and align with multiple pathways initiatives
▪ Guide students to effective pathways choices
▪ Streamline process for offering multiple pathways (and P-Tech)
▪ Communicate, partner and share data
*Leverage teacher credit requirements to encourage teachers to get dual credit certified</td></tr>
<tr><td>Scale</td><td colspan="2">Looking for 5% increase in student participation each year through '18-'19 in each of these areas as compared with '15-'16 baseline:
▪ 15 districts participating in MAP
▪ Fast Forward in ____ districts
▪ Gear Up pilot in ____ districts
▪ P-Tech in _____ districts</td></tr>
<tr><td>Metrics</td><td colspan="2">▪ Number of students participating in multiple pathways programs
▪ Number of courses offered
▪ Number of districts offering multiple pathways
▪ Number of remedial courses offered at IHEs
▪ Number of teachers who are dual-enrollment certified (in urban vs. rural districts)
▪ Counselor-to-student ratios in each district
▪ Number of dual enrollment credits awarded by IHEs
▪ In the future, postsecondary completion rates</td></tr>
</table>

<table>
<tr><td rowspan="2">Milestones</td><td>2015-16</td><td>2016-17</td><td>2018-19</td></tr>
<tr><td>▪ Research working models for job-shadow-internship policies and practices
▪ Understand current status- baseline number of districts offering alternate pathways
▪ Use district plans to understand current and future status
▪ Use baseline to plan increase in offerings
▪ Determine baseline for dual-credit certified teachers</td><td>▪ 50% improvement in offerings (tentative target)
▪ Begin documenting examples of improvement/ pathways in districts/ best practice policy examples
▪ Learn from IHEs about best practices for counselor training
▪ Offer examples for mastery performance tasks</td><td>▪ 2-3% increase in dual credit certified teachers each year
▪ Complete tool to help students understand how to leverage pathways opportunities
2020-2021
▪ Every district in the state offers flexible pathways</td></tr>
<tr><td>Risks</td><td colspan="3">▪ Reimbursing districts accurately gets tricky- districts don’t want to lose money
▪ State boards need to shift mindset toward flexible options
▪ Students who are not socially/emotionally ready for advancement
▪ Diluted rigor of dual enrollment courses
▪ Limiting focus to G&T/advanced students→ what does this look like for alternative schools and struggling students to explore multiple pathways? – involvement from other SDE offices will be important for mitigation</td></tr>
</table>

STRATEGY 1.4: IMPROVE THE WAYS IN WHICH FUNDING IS LEVERAGED TO BENEFIT STUDENTS

Description	SDE seeks to more purposefully allocate state funds for programs in a way that maximizes flexibility for districts. Historically, the budgeting process does not afford adequate attention to the mechanisms through which funds are disbursed, leading to unnecessary burden to districts using these funds. As a result of stakeholder feedback on this process, SDE is working with the appropriate state-level personnel to adjust funding streams and allow greater flexibility. Specifically, SDE will focus on ensuring that offices and decision makers allocate funds appropriately for SDE expenditure and/or SDE disbursement. This confusion is a common culprit preventing funds from making a difference for students. The intent is not necessarily to preference disbursement over expenditure or vice versa, but rather to use each channel where appropriate.	
Definition of success	This strategy is intended to maximize dollars in service of students rather than of bureaucracy, and it will be successful if districts experience increased flexibility to use money where they need it the most. Concurrently, legislators must be provided some assurance that the policies they support with dollars are being effectively implemented.	
Leadership	Tim Corder, Special Assistant to the Superintendent Superintendent Ybarra	
Other offices involved and resources required	**Office or Resource**	**Desired involvement**
	▪ District Leadership ▪ Idaho School Board Association (ISBA) ▪ Idaho Association of School Administrators (IASA) ▪ PTL/PTA-Parent Associations ▪ Idaho Education Association (IEA) ▪ NWPE-Educator Association	These stakeholders in the field will support and offer feedback on conversations pertaining to disbursement vs. expense. We will be especially purposeful leveraging stakeholders in legislative districts held by JFAC members.
Scale	This strategy will affect all students and districts statewide.	
Metrics	▪ Repurposing: % of money in disbursement and expenditure streams that can be repurposed ▪ Number of programs with corrected intent language ▪ Number of programs with ability to move money between streams (currently zero)	

Milestones	**2015-16**	**2016-17**	**2017-18**
	▪ Currently, meeting with SDE CFO, budget analysts, etc. to begin to build assurances and demonstrate strong reasons for changes and flexibility ▪ Work with JFAC chairs and SDE executive team to dictate next steps and points of contact ▪ By mid-Feb 2016 (end of legislative session), vast majority of work needs to be done	▪ Define assurances in order to make best use of feedback from superintendents ▪ Collect feedback from district superintendents about assurance metrics to be leveraged in next legislative session	▪ Continue to use feedback to improve how funding is distributed statewide
Risks	▪ Unsuccessful in our effort to ensure that all programs are in appropriate expenditures or disbursement. Mitigation: any progress is communicated as victory, and we will build on this knowledge and success to subsequent years. ▪ Changes in legislature and therefore variable support (likely about ⅓new legislators). Mitigation: strong planning and communication around plan. ▪ Perspective in the field that districts do not or will not use the funding properly. Mitigation: need to educate the public about what this strategy really means. Clear and unembellished plan of where we want to go that explains potential remediation upfront.		

STRATEGY 1.5: SUPPORT TECHNOLOGY IN THE CLASSROOM

Description	SDE will endeavor to support districts to integrate locally chosen technology solutions that will improve student learning. While SDE seeks to offer feedback and guidance when asked, the state seeks to fund and empower each district to implement technology improvements. The activities associated with this strategy include: ▪ Expanding existing funding for broadband in high schools to all schools ▪ Expanding existing program for wireless in high schools to all schools ▪ Engaging with Microsoft IT Academy to deliver technology training in classrooms ▪ Begin offering technical assistance to districts for writing contracts with technology vendors ▪ Provide guidance and expertise to enable each district to choose an Instructional Management System that works best for them, and funds its implementation ▪ Suggest a common framework for districts to employ to create concise and useful technology plans	
Definition of success	Bringing technology into the classroom will level the playing field for students in Idaho, and will play a role in increasing opportunities for students who grew up in disadvantaged areas. If this strategy is successful, all students in Idaho will have equitable access to technology resources. Technology will enable teachers to provide a more robust education experience for students, and to target interventions with readily available, locally maintained student data.	
Leadership	Chris Campbell, Chief Technology Officer and other key managers of technology programs.	
Other offices involved and resources required	**Office or Resource**	**Desired involvement**
	▪ Legislature-facing leadership (Sherri Ybarra, Tim Hill, Tim Corder, Legislature) ▪ Future regional center staff ▪ Lisa Colon & teacher certification policies ▪ IETA	▪ Procure additional funding to support programs, budget to continue to support existing positions ▪ Will be a source of staffing and district field support (technology training, contract writing) ▪ Make push to offer teacher endorsements for computer literacy as a content area - will impact student technology use and learning in the classroom ▪ Guide SDE understanding of district needs
Scale	Currently, SDE supports wireless and broadband in all high schools (129 eligible LEAs, serving about 185,000 K-12 students as of 2015). Implementing this strategy will expand wireless and broadband to all LEAs and schools: ▪ 160+ LEAs ▪ Approximately 290,000 students Funding for districts for universal broadband will be distributed in July,2016. SDE will continue to support wireless implementation within the means of our current contract, with a program to implement in all schools to be introduced in the 2019-20 school year.	

<table>
<tr><td>Metrics</td><td colspan="3">

Broadband utilization data:
Usage versus peak capacity
Wireless capacity and density
Number and frequency of issue reports received
Broadband
Wireless
Number of issues resolved
Number of devices per access point
Survey results (TBD): Doceo Center or other teacher survey results

</td></tr>
<tr><td>Milestones</td><td>2015-16</td><td>2016-17</td><td>2018-19</td></tr>
<tr><td></td><td>

Investigate methods for collecting feedback on funding usage and impact on equity in the field
Compile final usage and cost projections for next year’s broadband in order to secure funds
Finish certifying remaining self-installed district wireless (need certification for reimbursement)

</td><td>

Begin investigating new program options for wireless
Investigate district technology needs to inform regional center staffing and available devices/supports (may include contract support for schools)

</td><td>

Release RFP for new wireless contract

</td></tr>
<tr><td>Risks</td><td colspan="3">

Legislature doesn’t buy into these goals as currently stated (could lose funding, could remove from SDE purview)
Mitigation: continue to engage with legislature to build understanding of the work (Tim Corder)
Loss of experienced staff
Mitigation: use the strategic plan to create buy-in and investment around the work
Lack of district, parent, and/or community buy-in
Mitigation: involve these stakeholders in decision making process, increase local control re: contracts, providers, etc., and ensure training for teachers and school staff

</td></tr>
</table>

GOAL 2: ALL EDUCATION STAKEHOLDERS IN IDAHO ARE MUTUALLY RESPONSIBLE FOR ACCOUNTABILITY AND STUDENT PROGRESS

STRATEGY 2.1: INCREASE DISTRICT AUTONOMY AND ABILITY TO INNOVATE

<table>
<tr><td>Description</td><td colspan="2">This strategy aims to remove state mandates for schools in order to increase autonomy and allow LEAs to monitor school accountability. In implementing this strategy, the State Department of Education will work directly with LEAs, which will in turn work with schools. LEAs will write their own strategic plans based on innovative methods. Idaho's response to ESEA reauthorization will be intentionally aligned to this new district autonomy framework. The State Department of Education will collect LEA feedback to continuously improve SDE-level understanding of potential outcomes or implications of regulations. The SDE will need the Office of the Governor and the State Board of Education to assist in removing laws which impede local autonomy and flexibility.</td></tr>
<tr><td>Definition of success</td><td colspan="2">Stakeholder feedback will serve as a significant indicator of success for this strategy. This strategy will be successful when the cabinet and regional superintendents are no longer looking for more autonomy, and some districts actually ask for more guidance from the State Department of Education. Increased legislature discretionary funding for districts and greater district involvement in the legislative process will also demonstrate success.</td></tr>
<tr><td>Leadership</td><td colspan="2">Chuck Zimmerly will lead this strategy.</td></tr>
<tr><td rowspan="2">Other offices involved and resources required</td><td>Office or Resource</td><td>Desired involvement</td></tr>
<tr><td>▪ SDE Executive Team
▪ Superintendent's Cabinet</td><td>▪ Discuss and provide feedback on regional and legislative concerns or regulations
▪ Bring issues and concerns from regions to greater cabinet meetings for deliberation and share response back to regional contacts after deliberation</td></tr>
<tr><td>Scale</td><td colspan="2">All 163 (as of November 2015) LEAs will be included in this strategy.</td></tr>
<tr><td>Metrics</td><td colspan="2">▪ Student achievement data improves year after year
▪ Number or percentage of LEAs with strategic plans
▪ Improved educator recruitment and retention
▪ Use of regional resource centers
▪ A formal check on level of autonomy offered and district perspective on this autonomy- possibly a survey
▪ Number of districts that require levees for Operation and Maintenance</td></tr>
<tr><td rowspan="2">Milestones</td><td>2015-16</td><td>2016-17</td></tr>
<tr><td>▪ Implementation of state accountability system</td><td>▪ Review results of accountability model</td></tr>
<tr><td>Risks</td><td colspan="2">▪ Changes to law
▪ Some LEAs will underperform (To mitigate: even in a world of autonomy, encourage LEAs that need support to accept it)
▪ Informal feedback loops between districts and the SDE executive team can help mitigate risks</td></tr>
</table>

STRATEGY 2.2: BUILD A NEW ACCOUNTABILITY SYSTEM

Description	Idaho SDE will continue to design and implement a fair and equitable accountability system, using a pipeline of support through district partnerships. The system will allow districts flexibility to support schools using locally-determined interventions, and better enable districts to react to feedback from schools. While the state will work with districts to create their plans to improve struggling schools, guided by a clear set of improvement principles, districts will be the final approvers of school plans. The new accountability model will replace the star-rating system, which was revealed through feedback from the field to be difficult to understand and communicate to stakeholders.	
Definition of success	As a result of the new accountability system, approved by the U.S. Department of Education, districts and schools will be able to communicate their progress clearly, and feedback from the field will indicate increasing rates of approval for accountability structures in Idaho. The system will more accurately reflect school performance relative to peers, and will therefore enable improved student outcomes through fair and targeted support. As a result of improved outcomes, identified struggling schools will be able to exit improvement status promptly.	
Leadership	This strategy will be led by Karen Seay, with support from Tim Corder, Marcia Beckman, Tyson Carter, and Chuck Zimmerly	
Other offices involved and resources required	**Office or Resource**	**Desired involvement**
	▪ Education Northwest ▪ Michelle Clement-Taylor (SDE) ▪ SDE Comms – Jeff Church ▪ Karen Hargrove (USDOE) ▪ CEE staff ▪ IBC	▪ Assistance and expertise with waiver approval ▪ Input and assessment expertise throughout accountability system planning and implementation ▪ Communicating SDE's goals and important information related to the new system ▪ Technical assistance ▪ Assistance gathering feedback from the field ▪ Educator coaching services
Scale	▪ All districts and schools will be assessed using our new accountability model in the 2016-17 school year ▪ We expect approximately 21 priority schools and a maximum of approximately 42 focus schools to be identified for improvement (though selected using different criteria than currently, as described above), with roughly 12,000 students affected by improvement efforts	
Metrics	▪ Number of schools in each improvement category identified and exiting improvement status ▪ School achievement and gap closure (low income, special education, racial/ethnic gaps) ▪ Selected feedback metrics from field using survey tool ▪ Future: CFSGA and school-selected improvement metrics	

Milestones	2015-16	2016-17	2017-18, 2018-19
	▪ Solidify district and school improvement plan requirements ▪ March 2016 – accountability plan due to USDOE ▪ Gather stakeholder feedback and communication about system implementation ▪ Review data and complete first year school ranking under new system ▪ Survey schools (likely anecdotal in first year) to assess success	▪ Add school improvement feedback to CFSGA ▪ Review applications and provide appropriate services ▪ Use accountability criteria to exit qualified schools from status ▪ Survey districts using new tool to assess satisfaction with accountability system ▪ Write multi-year ESEA waiver if required	▪ Review resources provided and student outcomes to understand impact of improvement support
Risks	▪ Negative perception of school identified as in improvement status – need to leverage communication strategy to clarify need for improvement, not a "bad" school ▪ Conflicting priority and focus lists from prior system – determine from Karen Hargrove whether we can start over with a new list this year ▪ What happens to SIG funding recipients if schools are removed from improvement? – also consult Karen Hargrove ▪ System does not identify most critical schools for improvement fairly – monitor movement in and out of improvement carefully (against peer groups of similar schools) to assess improvement from new system		

Strategy 2.3: Establish a Mastery Education Network

<table>
<tr><td>Description</td><td colspan="2">Mastery-based education is being embraced by districts and schools across the country as a method of empowering learners, allowing more student voice and enabling students to learn at their own pace. At its core is the shift to learning as measured by a student's ability to demonstrate mastery, not seat time devoted to a subject or grade. Idaho SDE will facilitate the creation of a voluntary network of schools that will begin to implement shifts toward mastery. During the first several years of this network, the state will convene these schools to learn from one another, support the schools where appropriate, learn from school innovations and best practices, and collect models for implementation to prepare for supporting additional schools in this shift. Idaho SDE will also investigate which state policies and rules impede a true mastery model, and work with state lawmakers to remove policy barriers to full implementation.</td></tr>
<tr><td>Definition of success</td><td colspan="2">This strategy will be successful if mastery network schools are able to learn and implement mastery-based education models that lead to increased student achievement and more students graduating on time from high school. These students will be ready for postsecondary education without needing remedial coursework. Schools within the network will feel safe to communicate with one another while attempting innovative approaches, and will form lasting collaborative relationships that lead to continuous improvement. The network will demonstrate to communities the merits of mastery-based education models, parents and other stakeholders will invest in the shifts toward mastery, and students will feel more empowered and motivated in school.</td></tr>
<tr><td>Leadership</td><td colspan="2">This strategy is led by Kelly Brady, SDE's Mastery-Based Specialist. She will be assisted by Marcia Beckman, Pete Koehler, Michelle Clement-Taylor, and Karen Seay</td></tr>
<tr><td rowspan="2">Other offices involved and resources required</td><td>Office or Resource</td><td>Desired involvement</td></tr>
<tr><td>▪ Jenny Poon (CCSSO) and the "model" districts who are implementing mastery
▪ SDE curriculum and IT professionals
▪ Karla Phillips-Foundation of Excellence
▪ Tim Hill, Deputy Superintendent of Public School Finance
▪ Learning management systems
▪ Regional centers
▪ Other existing expertise, resources, and research in the field</td><td>▪ The Innovation Lab Network and model districts will be an invaluable resource to learn from those who are already engaged in mastery
▪ Mastery will require the engagement of the entire SDE, but content and technology expertise will be especially critical
▪ SDE will need to develop and test funding formulas that do not depend on student seat time
▪ These systems will be essential tools for helping districts in the shift to mastery
▪ As these centers come online, they will be an important line of support for mastery schools
▪ To be leveraged as needed</td></tr>
<tr><td>Scale</td><td colspan="2">▪ The network will consist of 20 interested and dedicated schools, or approximately 4,000 students, for several (4-5) years.
▪ At the conclusion of this period, SDE will assess, using feedback from the field, how to proceed with scaling mastery approaches statewide.</td></tr>
</table>

<table>
<tr><td>Metrics</td><td colspan="3">

School-defined metrics for measuring progress (e.g. student engagement)
I.e., ISAT Scores
Student growth and graduation rates across the network compared with the state
Public perception of the network and mastery-based education; stakeholder feedback through a selected feedback or survey mechanism
Diversity of schools (region, size, level) included in the network
Diversity of students (subgroups, rural) included in the network

</td></tr>
<tr><td rowspan="2">Milestones</td><td>2015-16</td><td>2016-17</td><td>2018-19</td></tr>
<tr><td>

Procure required legislative funding
Finish network outreach and recruitment
Obtain school letters of intent and applications
Determine feedback mechanism for gauging community support
Perform needs assessment for network schools

</td><td>

June 2016 network kickoff
Report progress to the legislature
20 schools will be participating
Engage AIR to determine and resolve testing implications

</td><td>

Report progress to the legislature
Codify and communicate progress using data, case stories, etc.

</td></tr>
<tr><td>Risks</td><td colspan="3">

Funding formula trial and error – rely on existing nationwide expertise
Not enough attention paid to instructional shifts of technology shifts – leverage network to communicate the importance of focusing on instructional shifts
Initial failure/implementation bump – state will need to communicate about the need to try to approaches
School leadership turnover – include in school applications a request for leadership backing/stability (principle and district board of education)

</td></tr>
</table>

Strategy 2.4: Engage and collaborate with diverse stakeholder groups to ensure mutual responsibility for K-12 education in Idaho

<table>
<tr><td>Description</td><td colspan="3">This strategy will create a consistent process for the State Department of Education's receipt of stakeholder groups' input. It serves as the link between SDE's communications and feedback plan and Chuck Zimmerly's community relations work, allowing them to act in tandem with one another. SDE will continue to be present at stakeholder meetings and involved with their work, and will experiment with new approaches to structured consultation with stakeholders.</td></tr>
<tr><td>Definition of success</td><td colspan="3">This strategy will be successful if stakeholders feel they have a voice and are acknowledged, and they understand why decisions have been made.</td></tr>
<tr><td>Leadership</td><td colspan="3">This strategy will be led by Superintendent Ybarra with support from the SDE executive committee.</td></tr>
<tr><td>Other offices involved and resources required</td><td>Office or Resource</td><td colspan="2">Desired involvement</td></tr>
<tr><td></td><td>▪ Jeff Church

▪ Chuck Zimmerly</td><td colspan="2">▪ Communications
– Weekly and monthly communication to stakeholders, as well as superintendents and charter administrators
– School releases directing educational content o application changes/development based on user/stakeholder feedback
▪ Community Engagement</td></tr>
<tr><td>Scale</td><td colspan="3">The following stakeholder groups (scale would be dependent upon each stakeholder group membership level and effort of distribution):
▪ Idaho School Boards Association
▪ Idaho Association of School Administrators
▪ Idaho Association of School Counselors
▪ Idaho Education Association
▪ Idaho Education Technology Association
▪ Idaho Parent Teacher Association</td></tr>
<tr><td>Metrics</td><td colspan="3">Metrics will largely be based on qualitative measure as gathered by Dr. Chuck Zimmerly. The effort will be based on building relationships, rebuilding the culture of education throughout the state—in this, quantitative measure will not be available in the short-term. Moving forward, metrics may be gathered through stakeholder surveys to determine whether the effort is on track. Surveys may be considered as key measures or milestones in implementing mutual accountability. Superintendent's Cabinet and Webinar questions will be used as well.</td></tr>
<tr><td>Milestones</td><td>2015-16</td><td>2016-17</td><td>2018-19</td></tr>
<tr><td></td><td>▪ Stakeholder Survey</td><td>▪ Stakeholder Survey</td><td>▪ Stakeholder Survey</td></tr>
<tr><td>Risks</td><td colspan="3">Stakeholder groups have varied interests that may not always be aligned to other groups' needs. The risk that comes with known variance in interests is public dissention on particular issues. The department's communications and community relations teams will make the best effort to work through these impending dissentions and make the public perception of these differing interests as minimal as possible—this would fall under risk mitigation as highlighted in the SDE Communication Plan.</td></tr>
</table>

GOAL 3: IDAHO ATTRACTS AND RETAINS GREAT TEACHERS AND LEADERS

STRATEGY 3.1: IMPROVE PROFESSIONAL SUPPORT FOR EDUCATORS

<table>
<tr><td>Description</td><td colspan="2">Idaho SDE will work to enhance the experience of being a teacher in Idaho, both at the pre-service stage and in schools, by engaging districts to build their own capacity to train and support teachers. Specifically, SDE will use the following projects and initiatives to address common areas of constructive feedback from educators:
Partner with institutions of higher education to offer regional career fairs for new teachers. This will both give teachers the opportunity to explore working in a wider variety of districts and enable rural districts increased visibility with new teachers.
Advocate for funding for a robust teacher mentoring program. SDE's goal is to provide more opportunities for rapid feedback and learning between teachers, and to foster a culture of sharing and collaboration in schools.
Improve support to school administrators to evaluate teachers effectively. Professional evaluation systems are most valuable when they can be used to create a safe dialogue between school leaders and educators in classrooms. SDE will provide principals with training that will enable this approach.
Allow more capacity-building activities to be used for administrator certification. This will incentivize the use of other supports offered while reducing the amount of time administrators spend outside of school on other certification activities.</td></tr>
<tr><td>Definition of success</td><td colspan="2">As a result of this strategy, teachers will feel supported through the opportunity for more frequent, lower-stakes, formative feedback with peers and with school leaders. Administrators will feel empowered to engage in more frequent dialogue with educators, and will be able to provide mentor support to educators who seek it. Districts, especially in rural areas, will be able to recruit from a larger pool of teachers.</td></tr>
<tr><td>Leadership</td><td colspan="2">Lisa Colón will lead this strategy, with assistance from Tyson Carter and Chuck Zimmerly.</td></tr>
<tr><td>Other offices involved and resources required</td><td>Office or Resource</td><td>Desired involvement</td></tr>
<tr><td></td><td>Danielson training funding for teachers and administrators
Institutes of higher education and districts
Educator Effectiveness lead</td><td>Imbed coaching training and offer 3 credits for certification renewal
Universities in each region will send new teacher candidates to career fairs; districts will send representatives who will speak with and recruit teachers
Partner to streamline communication about how to use educator evaluation (also leverage Chuck Zimmerly for this)</td></tr>
<tr><td>Scale</td><td colspan="2">2016-2017: establish trainers 2 districts per region (12 districts total), including charters
2018-2019: 1 coach trainer per region by end of year</td></tr>
</table>

<table>
<tr><td>Metrics</td><td colspan="3">▪ Possible perverse indicators:
– Number of alternative authorizations granted (could increase)
– Number of interim certificates for alternate route teachers
▪ Teacher retention rates
▪ Responses to candidate surveys questions in university surveys
▪ Number of teachers recruited to rural districts
▪ Number of teachers and districts attending career fairs
▪ Number of coaches and trainers in the field (and per region)
▪ Number of mentees</td></tr>
<tr><td rowspan="2">Milestones</td><td>2015-16</td><td>2016-17 to 2017-18</td><td>2018-19</td></tr>
<tr><td>▪ Hold the first regional fairs
▪ Develop model for teacher mentoring (with significant input from districts)
▪ Develop communications strategy for educator support initiatives</td><td>▪ Select representative districts for mentor pilot
▪ Hold workshops for mentor candidates
▪ Leverage early adopter districts to refine coaching model
▪ Refine communication strategy based on lessons learned from the field
▪ Develop process for training trainers
Develop guidance for mentor implementation in districts
▪ Gather research to justify expanding mentoring support</td><td>▪ Mentoring now required in each district; offer more trainings
▪ Synchronize trainer training and coach training
▪ Introduce biannual career fairs (fall and spring candidates)</td></tr>
<tr><td>Risks</td><td colspan="3">▪ As always, will be important to balance teacher quality and ensuring we provide teachers for every classroom in Idaho
▪ Districts could go straight to alternative authorization instead of recruiting teachers from universities
▪ Improve support to rural districts – regional centers will eventually help with this</td></tr>
</table>

STRATEGY 3.2: ESTABLISH REGIONAL EDUCATION CENTERS

Description	Idaho SDE will provide a central location of support for rural schools, enabling them to acquire the assistance and skills that their individual budgets do not allow, but that larger districts can often provide for themselves. This includes special education and English language learner support, recertification credit offerings, professional learning communities, substitute teacher pools, grant writers, and other specialized hires.	
Definition of success	As a result of this strategy, rural school districts will be able to acquire and retain services that contribute to their efficacy and to student learning. These districts will enjoy more budgetary flexibility as a result of these centrally-located supports. Therefore, fewer teachers will leave small rural districts because they are able to find similar supports to those provided by large districts.	
Leadership	The Chief Deputy Superintendent will lead this strategy, with assistance from a potential additional SDE staff member who coordinates the regional centers.	
Other offices involved and resources required	**Office or Resource**	**Desired involvement**
	▪ Funding sources for centers: – Identified amount from SDE for overhead and operations (budget line item) – One of two incidental contributions from districts: on-access fee or dues per ADA	▪ Legislature will approve line item in budget for center operation and overhead ▪ Districts will contribute for actual services provided
	▪ In-the-field specialists employed by SDE	▪ Accessed through the centers as needed – these individuals are already on contract but will be able to spend more time in the field (no additional cost, but more effectively used)
	▪ Allocation of federal funds (Marcia Beckman) ▪ IDLA – PD portal	▪ Oversee and monitor use of federal funds ▪ Collect feedback from educators in the field on support needed
Scale	▪ 1 region by 2016-2017 ▪ 3 regions by 2020-2021 ▪ 6 regions by 2024-2025	
Metrics	▪ Number of districts served ▪ Number of times services are accessed ▪ LEA budget spent on services for educators ▪ Teacher retention ▪ Number of calls to SDE from field asking for support ▪ Metrics from re-certification survey questions TBD ▪ Teacher shortages in rural districts decrease	

Milestones	2015-16	2016-17	2019-20
	▪ Regional center 1 planning ▪ Confirm $300K budget for overhead ▪ Continue to communicate about center through the SBE and Chuck Zimmerly ▪ Recruit retired district superintendent for region 1 leader	▪ First regional center established (begin collecting 2 years of data to show efficacy)	▪ Establish additional regional center if efficacy is shown. ▪ Repeat in 2020-2021
Risks	▪ Smaller districts don't have access to resources despite creating additional entity ▪ LEAs don't use regional center (track calls and interactions to monitor use) ▪ Centers could instead become a drain on rural districts and lead to no improve outcomes for students		

STRATEGY 3.3: ALIGN SYSTEMS TO SUPPORT EDUCATORS

Description	Idaho employs standards both for educators and for student learning. In order to be considered learner-ready and to continue to grow throughout their careers, educators should come out of teacher preparation programs with working knowledge of these sets of standards. This strategy seeks to ensure that teacher preparation programs are providing this knowledge of performance standards as well as incorporating the Idaho Standards of Learning. In order to accomplish this goal, Idaho SDE will conduct State Specific Requirement Reviews of all teacher preparation programs in the state. State Specific Requirement Reviews will occur over the course of seven year cycles, and schools will be reviewed by the state on years when they are not under review by the national authorizing body (national reviews also occur every seven years).		
Definition of success	This strategy will be successful if all educators are learner-ready when they exit their respective preparation programs.		
Leadership	Chuck Zimmerly and Lisa Colón will serve as leaders for this strategy.		
Other offices involved and resources required	**Office or Resource** ▪ Professional Standards Committee (PSC) ▪ Legislature ▪ State Board of Education ▪ Educator Preparation Programs	**Desired involvement** ▪ Approve and guide State Specific Requirement approval process for preparation programs, including endorsements ▪ Provide funding and approve standards ▪ Approve preparation programs ▪ Implementation: teach standards and graduate learner-ready educators	
Scale	▪ '15-16: Full NCATE with State Requirements Review at BSU and ISU (programs include about 150-200 candidates for teacher prep each year) ▪ '16-17: Pilot at U of I and Lewis-Clark ▪ Within seven years of '17-18, reviews will have taken place at all seven educator prep programs in Idaho, impacting every teacher prepared in Idaho during that time and moving forward (process repeats after first seven years).		
Metrics	▪ Institutions of Higher Education's teacher preparation program approval status ▪ Results of surveys: Teacher preparation candidates and teachers finishing their first year ▪ Local school district interview and survey results		
Milestones	**2015-16** ▪ Draft state-specific requirements review ▪ Design candidate/ 1st year teacher surveys and pilot them at some universities	**2016-17** ▪ Pilot State Specific Requirements Review at U of I and Lewis-Clark ▪ Statewide survey of all first year teachers and teacher prep students implemented ▪ End of year: State Specific Requirements finalized	**2017-18** ▪ State Specific Requirements Review of Educator Preparation Programs (EPPs) begins, using seven-year cycle ▪ All EPPs are included in seven year review cycle
Risks	▪ State rejects Idaho Standards of Learning ▪ Reluctance of universities to change established programs ▪ Funding: cost of reviews is unknown		

STRATEGY 3.4: COMMUNICATE TO CHANGE THE CULTURE AND IMAGE OF K-12 EDUCATION IN IDAHO

Description	The culture and image of K-12 education in Idaho are in need of a refresh, both in support of the Superintendent's budget and priorities, and to more broadly positively shift the public's perception of the teaching workforce. To drive change and tone, SDE plans to incorporate language in support of this culture change into all public facing communications (speeches, messaging, etc.) from the department, consistently highlighting the important work and value of teachers, and continuing to build strong relationships with reporters.	
Definition of success	This strategy's success will be reflected in the general public and schools' commitment to the Superintendent's vision. While there has been hesitation from the field with the direction of the prior administration, SDE is starting to see results of efforts to rebuild trust between teachers and district leaders, and Superintendent Ybarra and her vision. This strategy's success will also be marked by even greater trust between these groups and the Superintendent, increased interest from the public in helping shift culture and view of teachers, continued public support of Superintendent Ybarra, and positive response from legislators.	
Leadership	Jeff Church, SDE's Chief Communications Officer, will lead this strategy. The SDE executive team and communications team (including web developer and content analyst) will also contribute to the strategy's success.	
Other offices involved and resources required	**Office or Resource**	**Desired involvement**
	▪ SDE directors	▪ Subject matter expertise, collaborating on how to communicate content expertise, sources of technical information and data. Regular (weekly) conversations with this group are suggested. Focus will also be placed on community/school success stories to drive involvement of local education reporters. This will be initiated by each director when it is pertinent to their program.
	▪ District Public Relations and Communications Directors	▪ These individuals will be contacted on a monthly basis to gather feedback on public, and teacher perception of the work that is being done at the SDE.
	▪	▪ Rebuilding relationships, communicating culture change.
	▪ Diverse external stakeholders and membership groups (School Boards Association, Teachers Association, etc.)	
	▪ Financial resources from new line items in FY '17 budget including support for teachers, support for counselors, direct grants for ELLs, literacy, etc.	▪ SDE will need to publicly communicate and celebrate these line items as a reflection of direct needs at the local level. Concerning the question of priority as it relates to the budget—all line items are equally important as the budget was built through feedback from the field.
	▪ Institutions of Higher Education (IHEs)	▪ Potential surveys of teacher preparation and general university students to identify shift in interest around teaching profession

<table>
<tr><td>Scale</td><td colspan="3">There are about 1.6 million Idaho residents. This strategy seeks to create a culture shift that impacts all Idaho residents, encouraging support of the Superintendent and teachers. Given the limited budget for this strategy and SDE communications generally, it is important to keep working with reporters to change their tone and thus that of communications created outside of SDE.
This strategy's efforts will specifically target JFAC, which consists of 20 legislators.</td></tr>
<tr><td>Metrics</td><td colspan="3">▪ Digital communications analytics (web presence, video views, click paths, drop-off rate, time on page, jump rate) will help demonstrate this strategy's implementation and success.
▪ ROI data from radio and television advertising buys including frequency and reach
▪ (These metrics can be tracked with regard to SDE's greater communications strategy, or connected to specific content initiatives.)
▪ Results of teacher surveys – data around how satisfied teachers are with the ways in which their profession is perceived</td></tr>
<tr><td>Milestones</td><td>2015-16</td><td>2016-17</td><td>2017-18</td></tr>
<tr><td></td><td>▪ Jan 1, 2016: Website updates and new communications package ready for implementation
▪ Jan-April 2016 (legislative session): Superintendent communications
▪ Budget passage
▪ End of year: Survey of teachers about their feelings on culture of education to determine whether they are seeing a shift</td><td>▪ Refresh the Superintendent's message and begin to utilize updated communications
▪ Superintendent will begin to travel the state more frequently to meet with school district leaders and teachers.
▪ Increased travel time will parallel with increased media time (i.e. radio shows, editorial boards, etc.)</td><td>▪ Use feedback from field to improve communication plan for 2017</td></tr>
<tr><td>Risks</td><td colspan="3">▪ There are many moving parts associated with this strategy- many people are involved and will need to be kept on-message. Given increased attention, all communications should be filtered through Jeff and media training should be conducted for staff.
▪ Separation between the Superintendent and her budget poses a risk. To mitigate, ensure that almost all communication about the budget comes from the Superintendent directly.</td></tr>
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Idaho Division of Vocational Rehabilitation

2017 - 2021

Content and Format

The Plan is divided into four sections. The first three sections describe the programs administered under the Idaho Division of Vocational Rehabilitation (IDVR). Each of the programs described, Vocational Rehabilitation, Extended Employment Services, and the Council for the Deaf and Hard of Hearing, outline specific goals, objectives, performance measures and benchmarks for achieving their stated goals. The final section addresses external factors impacting IDVR.

Since Federal and Idaho State governments operate according to different fiscal years, and since IDVR is accountable to Rehabilitation Services Administration (RSA) on a federal year basis (October 1 – September 30), the agency will use federal year statistics for reporting the Vocational Rehabilitation program portion of IDVR. Any comparisons noted in benchmarks will reflect the most complete FFY data available. Since the Extended Employment Services and the Council for the Deaf and Hard of Hearing programs are state funded only, all reporting will be based on a state fiscal year. This Plan will cover fiscal years (SFY) 2017 through 2021.

Vocational Rehabilitation

Vocational Rehabilitation Program Vision Statement

"Your success at work means our work is a success."

Vocational Rehabilitation Program Mission Statement

"Preparing individuals with disabilities for employment and community enrichment."

Vocational Rehabilitation Program Goals

Goal #1 – To provide excellent and quality customer service to individuals with disabilities while they prepare to obtain, maintain, or regain competitive employment and long term supported employment.

1. ***Objective***: To provide customers with effective job supports including adequate job training to increase employment stability and retention.

   Performance Measure: To enhance the level of job preparedness services to all customers.

   Benchmark: Increase the number of successful rehabilitations in FFY 2017 to meet or exceed FFY 2016 performance.

   Benchmark: The average hourly wage of all successful rehabilitations in FFY 2017 will exceed FFY2016 year's average hourly wage.

   Benchmark: Identify and provide workforce development opportunities for customers specifically in the area of "soft skills" development.

2. ***Objective***: To increase employment successes for transition age youth.

   A. ***Performance Measure***: To work with Idaho School Districts, Special Education Directors and the State Board of Education to identify and assist students and youth with disabilities who are transitioning and in need of VR services.

   Benchmark: The number of transition age youth exiting the IDVR program who achieved an employment outcome in FFY 2017 will exceed FFY 2016 performance.

   Benchmark: The number of applications for transition aged youth entering the IDVR program in FFY 2017 will exceed FFY 2016 performance.

   B. ***Performance Measure***: To provide work experience opportunities for students with disabilities while in high school.

   Benchmark: Develop and implement paid after-school and summer work experience programs for students with disabilities.

3. ***Objective***: To increase customer engagement in the VR process.

   Performance Measure: Increase customer awareness of vocational information and the decision making process through informed choice.

   Benchmark: The number of first time approved plans in FFY 2017 will exceed FFY2016.

   Benchmark: The rehabilitation rate of individuals exiting the IDVR program in FFY 2017 will meet or exceed the Federal performance standard of 55.8%.

4. ***Objective***: To offer benefits planning to all customers receiving SSI and/or SSDI entering, during, and exiting the IDVR process to include Partnership Plus.

   Performance Measure: To provide benefits planning information and referral material to customers initiating and exiting the VR program, specifically Partnership Plus and Medicaid for Workers with Disabilities.

   Benchmark: Increase Social Security reimbursements to VR in FFY 2017 from FFY 2016 performance.

Goal #2 - To provide organizational excellence within the agency.

1. ***Objective***: To increase the focus of customer service within the IDVR delivery system.

   Performance Measure: Provide all customers a satisfaction survey when exiting the IDVR program.

   Benchmark: Maintain a customer satisfaction rate of at least 90% as demonstrated by "agree" and "strongly agree" ratings on customer surveys in FFY2017.

2. ***Objective***: To comply with State and Federal regulations.

   Performance Measure: Enhance the quality of a statewide program and evaluation system.

   Benchmark: Demonstrate compliance with state and federal regulation through audits with zero findings conducted in FFY 2017.

3. ***Objective***: Utilize training to its maximum capacity for effective staff performance.

   A. ***Performance Measure***: Provide all IDVR staff training on policy and procedural changes throughout the agency.

Benchmark: Zero audit findings on State and Federal reviews conducted in FFY 2017.

B. ***Performance Measure***: Develop strategies to work effectively with employers and community business organizations.

Benchmark: Increase the number of successful rehabilitations in FFY 2017 to meet or exceed FFY 2016 performance.

4. ***Objective***: IDVR will maintain a comprehensive system of personnel development (CSPD) standard for IDVR counselors.

Performance Measure: Evaluate and track annually IDVR counselors' maintenance of CSPD or progress toward achieving CSPD.

Benchmark: Vocational Rehabilitation Counselors will maintain all CSPD standards for their position annually. All Vocational Rehabilitation Specialists will continue to work toward and/or achieve meeting CSPD standards in FFY 2017.

Goal #3 - To have strong relationships with our stakeholders and partners engaged in the mission of Vocational Rehabilitation.

1. ***Objective***: For IDVR to be recognized as the expert in the workforce needs of the business community for individuals with disabilities.

A. ***Performance Measure***: To enhance business networks with employers to include involvement with the Idaho Association of Business and Industry, the Rotary Club, Chamber of Commerce, and human resource organizations.

Benchmark: Increase the number of different occupational categories hiring IDVR customers in FFY 2017 from FFY 2016.

B. ***Performance Measure***: To enhance relationships with the Regional Business Specialists from the Department of Labor.

Benchmark: Increase the number of different occupational categories hiring IDVR customers in FFY 2017 from FFY 2016.

2. ***Objective***: Continue to provide partners and stakeholders on-going opportunities to receive information and allow for input into the IDVR process.

A. ***Performance Measure:*** Continue to meet with stakeholders and partners to facilitate communication and understanding of each programs system.

Benchmark: Increase the number of applicants entering the IDVR process in FFY

2017 from FFY 2016 performance.

B. ***Performance Measure***: Continue outreach strategies and information provided to partners and stakeholders.

Benchmark: Increase the number of successful rehabilitations in FFY 2017 to meet or exceed FFY 2016 performance.

Extended Employment Services

Mission

Idahoans with significant disabilities are some of the state's most vulnerable citizens. The Extended Employment Services (EES) Program provides people with significant disabilities employment opportunities either in a community supported or workshop setting.

Vision

Provide meaningful employment opportunities to enable Idaho's Most Severely Disabled to seek, train-for and retain real work success.

Goal #1 – Continually improve the quality and quantity of Extended Employment services available to eligible Idahoans.

1. ***Objective***: Develop and emphasize customer centered services offering informed choice, flexibility and opportunities for meaningful employment.

   Performance Measure: Provide appropriate levels of long-term support to maximize individual's independence in employment.

   Benchmark: To provide appropriate levels of support to customers.

   Benchmark: Support customer choice.

Council for the Deaf and Hard of Hearing (CDHH)

Role of CDHH

CDHH is an independent agency. This is a flow-through council for budgetary and administrative support purposes only with no direct programmatic implication for IDVR. The following is the Council for the Deaf and Hard of Hearing's Strategic Plan.

Mission

Dedicated to making Idaho a place where persons, of all ages, who are deaf or hard of hearing have an equal opportunity to participate fully as active, productive and independent citizens.

Vision

To ensure that individuals who are deaf, hard of hearing, or hearing impaired have a centralized location to obtain resources and information about services available.

Goal #1 – Work to increase access to employment, educational and social-interaction opportunities for persons who are deaf or hard of hearing.

1. ***Objective***: Continue to provide information and resources.

   Performance Measure: Track when information and resources are given to consumers.

   Benchmark: Create and maintain several brochures, website pages and other information about employment, education and social-interaction.

Goal #2 – Increase the awareness of the needs of persons who are deaf and hard of hearing through educational and informational programs.

1. ***Objective***: Continue to increase the awareness.

   Performance Measure: Give presentations and trainings to various groups through education and social media.

   Benchmark: Present to various organizations including state agencies, corrections, courts, schools, veterans groups, and businesses about the needs of persons who are deaf and hard of hearing.

Goal #3 – Encourage consultation and cooperation among departments, agencies, and institutions serving the deaf and hard of hearing.

1. ***Objective***: Continue encouraging consultation and cooperation.

   Performance Measure: Track when departments, agencies, and institutions are cooperating (such as Department of Corrections and Health and Welfare.)

   Benchmark: Present to various local, state, and federal (if requested) agencies about the need for cooperation providing services needed for deaf and hard of hearing individuals.

Goal #4 – Provide a network through which all state and federal programs dealing with the deaf and hard of hearing individuals can be channeled.

1. ***Objective***: The Council's office will provide the network.

   Performance Measure: Tract when information is provided.

   Benchmark: The Council will continue to maintain a network through their website, social media, brochures, telephone calls, video phone calls and personal communication.

Goal #5 – Determine the extent and availability of services to the deaf and hard of hearing, determine the need for further services and make recommendations to government officials to insure that the needs of deaf and hard of hearing citizens are best served.

1. ***Objective***: The Council will determine the availability of services available.

   Performance Measure: The Council will administer assessments, facilitate meetings to determine the needs.

   Benchmark: The Council will continue to monitor the recommendations of the Mental Health Task Force and Findings and Recommendations for Provision of Mental Health Services from the Idaho Council for the Deaf and Hard of Hearing Report 2014, as issued by the Division of Behavioral Health Analysis and Response to ensure compliance. The Council will also continue to work with Idaho Hospital systems to develop strategies and plans to strengthen the relationship with the deaf and hard of hearing community in the field of healthcare.

   Benchmark: The Council will support the Legislative process for the Licensure of Sign Language Interpreters. The Council also will participate in the medical advisory committees and meetings to further the goal.

Goal #6 – To coordinate, advocate for, and recommend the development of public policies and programs that provide full and equal opportunity and accessibility for the deaf and hard of hearing persons in Idaho.

1. ***Objective***: The Council will make available copies of policies concerning deaf and hard of hearing issues.

   Performance Measure: Materials that are distributed about public policies.

   Benchmark: The Executive Director of the Council for the Deaf and Hard of Hearing will continue to facilitate meetings with different agencies including Health and Welfare, corrections, schools, veteran's groups, medical centers, and businesses to create public policy, including Interpreter standards.

Goal #7 – To monitor consumer protection issues that involves the deaf and hard of hearing in the state of Idaho.

1. ***Objective***: The Council will be the "go to" agency for resolving complaints from deaf and hard of hearing consumers concerning the Americans with Disabilities Act.

   Performance Measure: Track how many complaints are received regarding the ADA.

   Benchmark: The Council will provide information and create brochures regarding all aspects of the ADA that affect persons with hearing loss. In addition, the Council will partner with the Northwest ADA Center – Idaho to provide accurate information and guidance, on disability, rehabilitation, business, rehabilitation engineering, special education, the build environment, accessibility to buildings, website accessibility, civil rights law, and the role of the ADA Coordinator

Goal #8 – Submit periodic reports to the Governor, the legislature, and departments of state government on how current federal and state programs, rules, regulations, and legislation affect services to persons with hearing loss.

1. ***Objective***: The Council will submit reports.

   Performance Measure: Reports will be accurate and detailed.

   Benchmark: The Council will continue to create and provide periodic reports to the Governor's office. The Council will continue to present a needs assessment report to certain departments/agencies as needed.

External Factors Impacting IDVR

The field of Vocational Rehabilitation is dynamic due to the nature and demographics of the customers served and the variety of disabilities addressed. Challenges facing the Division include:

Adequate Supply of Qualified Personnel

IDVR is dedicated to providing the most qualified personnel to address the needs of the customers they serve. Challenges in recruitment have been prevalent over the past several years. Recruiting efforts have been stifled by low wages as compared to other Idaho state agencies as well as neighboring states. IDVR has identified the need to develop relationships with universities specifically offering a Master's Degree in Rehabilitation Counseling. Furthermore, IDVR has identified universities offering coursework for other degree programs that will meet eligbility for the Certification in Rehabilitation Counseling (CRC). Lastly, IDVR has collaborated with the University of Idaho to advance the profession of rehabilitation counseling.

State and Federal Economic and Political Climate

While Idaho has seen some improvement in its economic growth over the past year there are a variety of influences which can affect progress. Influences can vary from natural disasters to international conflicts. Individuals with disabilities have historically experienced much higher unemployment rates, even in strong economic times. Furthermore, Idaho has one of the highest percentages per capita of workers in the country making minimum wage. IDVR recognizes this and strives to develop relationships within both the private and public sectors in an effort to increase employment opportunities and livable wages for its customers.

The political elements are by far the most difficult for IDVR to overcome. At the state level, the Division is subject to legislative action regarding annual budget requests including service dollars and personnel expansion. Any legislation pertaining to service provision either by public or private sectors will have a definite impact on Division services and service providers.

IDVR is also affected by decisions made at the federal level. Significant changes impacting the Vocational Rehabilitation program came into light on July 22, 2014, with the enactment of the Workforce Innovation and Opportunity Act (WIOA). This law replaces the Workforce Investment Act (WIA), which formerly governed the Vocational Rehabilitation program. WIOA includes many substantial changes aimed to improve the nation's workforce development system to help states and local areas better align workforce programs with each other and with the needs of employers for a skilled workforce

While all of the implications to WIOA remain unclear due to the absence of final regulations, 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. The most impactful changes are the fiscal and programmatic requirements to increase and expand services to students and youth with disabilities. The Division has been diligently working to address this new requirement and continues to move forward with implementation of pre-employment transition service provision and strategically evaluate the impact of this requirement to the overall program.

Adequate Availability of Services

Due to the rural nature of Idaho, there are isolated pockets of the state with limited vendor options. This can directly impact customer informed choice. Furthermore, a vendor's inability to meet required credentialing under IDAPA could impact a customer's options. Lastly, changes to other program criteria could eliminate services to customers. A change in Health and Welfare's criteria for the HCBS Medicaid Waiver is one example affecting program services.

Technological Advances in Both Assistive Rehabilitation Products and Information Technology

IDVR recognizes the importance of both information and assistive technology advances as intricate to the success of the division as well as the customers it serves. The cost and rapid changes in these technologies influence the overall program success. IDVR is dedicated to keeping current of the latest trends in both assistive rehabilitation technology and information technology, and in training Vocational Rehabilitation Counselors and staff. IDVR employs an Information Technology staff to develop innovative ways to utilize technology in carrying out its mission. IDVR also collaborates with the Idaho Assistive Technology Project through the University of Idaho with center locations throughout the state.

All staff of the Idaho Division of Vocational Rehabilitation takes pride in providing the most effective, efficient services available to individuals with disabilities seeking employment. Management is committed to continued service to the people of Idaho. The goals and objectives outlined in the IDVR Strategic Plan are designed to maximize the provision of services to Idahoans with disabilities as well as promote program accountability.

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SFY 2017-2021 STRATEGIC PLAN SUPPLEMENT

The following is a supplement to the SFY 2017-2021 Strategic Plan. It highlights the Vocational Rehabilitation and Extended Employment Service performance measures and accompanying benchmark(s). The Vocational Rehabilitation Program is primarily a federally funded program that assesses performance on a Federal Fiscal Year (FFY) basis (October 1-September 30); therefore input and data is based on the FFY. The Extended Employment Services Program is state only funded program; therefore input and data will be based on the SFY.

It should be noted that the Council for the Deaf and Hard of Hearing (CDHH) is an independent agency. This is a flow-through council for budgetary and administrative support purposes only with no direct programmatic implication for IDVR. Idaho code authorizes the Governor to assign the Council to a department within the state government. The Council reports directly to the Governor appointed CDHH board of directors. The CDHH board oversees the requests, functions and priorities of the Council.

Vocational Rehabilitation

Performance Measure: To enhance the level of job preparedness services to all customers.

> **Benchmark:** Increase the number of successful rehabilitations in FFY 2017 to meet or exceed FFY 2016 performance.
>
> FFY 2015 = 2,186 successfully rehabilitated individuals
>
> **Benchmark:** The average hourly wage of all successful rehabilitations in FFY 2017 will exceed FFY 2016 year's average hourly wage.
>
> FFY 2015 average hourly wage for VR customers (post services) = $11.74 per hour
>
> **Benchmark:** Identify and provide workforce development opportunities for customers specifically in the area of "soft skills" development.
>
> IDVR continues to deliver WorkStrides workshops to enhance customer "soft skills". Regions are customizing the curriculum to meet the unique needs of the region, including workshops for students and youth with disabilities.

Performance Measure: To work with Idaho School Districts, Special Education Directors, and the State Board of Education to identify and assist students and youth with disabilities who are transitioning and in need of VR services.

Benchmark: The number of transition age youth exiting the IDVR program who achieved an employment outcome in FFY 2017 will exceed FFY 2016 performance.

574 transition age youth achieved an employment outcome in FFY 2015.

Benchmark: The number of applications for transition aged youth entering the IDVR program in FFY 2017 will exceed FFY 2016 performance.

Number of applications for transition aged youth in FFY2015: 1,782

Performance Measure: To provide work experience opportunities for students with disabilities while in high school.

Benchmark: Develop and implement paid after-school and summer work experience programs for students with disabilities.

With the enactment of the Workforce Innovation and Opportunity Act (WIOA), IDVR is developing and implementing opportunities for students with disabilities pre-employment transition services, which specifically include paid after-school and summer work experiences.

Performance Measure: Increase customer awareness of vocational information and the decision making process through informed choice.

Benchmark: The number of first time approved plans in FFY 2017 will exceed FFY 2016.

Number of first time approved plans in FFY 2015: 3,859

Benchmark: The rehabilitation rate of individuals exiting the IDVR program in FFY 2017 will meet or exceed the federal performance standard of 55.8%.

The percentage of individuals receiving services under an Individualized Plan for Employment (IPE) who achieved employment (successful closures after plan divided by the total number of successful and nonsuccessful closures after plan). This percentage will meet or exceed 55.8%.

FFY 2015 rate = 56.59%

Performance Measure: To provide benefits planning information and referral materials to customers initiating and exiting the VR program, specifically Partnership Plus and Medicaid for Workers with Disabilities.

Benchmark: Increase Social Security reimbursements for VR in FFY 2017 from FFY 2016 performance.

FFY 2015 Reimbursements = $948,362.55

Performance Measure: Provide all customers a satisfaction survey when exiting the IDVR program.

Benchmark: Maintain a customer satisfaction rate of at least 90% as demonstrated by "agree" and "strongly agree" ratings on customer surveys in FFY 2017.

IDVR modified the customer satisfaction survey process in FFY2015. IDVR has experienced challenges with formalizing the process due to staff turnover and other priorities created by the Workforce Innovation and Opportunity Act (WIOA). IDVR anticipates a greater level of concentration on formalizing the process in FFY2017.

Performance Measure: Enhance the quality of a statewide program and evaluation system.

Benchmark: Demonstrate compliance with state and federal regulation through audits with zero findings which were conducted in FFY 2017.

IDVR experienced two different audits during fiscal year 2015, a Management Audit which covered fiscal years 2009 -2013 and a Single Audit in SY 2014, in which the results were presented in SY 2015.

The Management Audit resulted in three findings regarding documentation processes and procedures. The first finding was regarding fiscal processes. The Division's finance functions are being restructured to address this finding and it remains open. The other two findings, one of which continues to remain open, are field processes related to customer inventory tracking, in which the Division is implementing procedures to address this finding.

The single audit resulted in one fiscal finding related to documentation for federal reporting. It should be noted that the documents could not be provided, not that the procedures were not performed. Furthermore, IDVR has implemented new procedural changes and has a second review process to ensure proper documentation is created.

Performance Measure: Provide all IDVR staff training on policy and procedural changes throughout the agency.

Benchmark: Zero audit findings on state and federal reviews in FFY 2017.

IDVR experienced two different audits during fiscal year 2015, a Management Audit which covered fiscal years 2009 -2013 and a Single Audit in SY 2014, in which the results were presented in SY 2015. The Management Audit resulted in three findings, two of which were field processes and procedures related to the customer inventory tracking. One of the customer inventory tracking findings has been addressed and closed and the other finding is being addresses by a change in procedures, however remains open.

Performance Measure: Develop strategies to work effectively with employers and community business organizations.

Benchmark: Increase the number of successful rehabilitations in FFY 2017 to meet or exceed FFY 2016 performance.

FFY 2015 = 2,186 individuals were successfully rehabilitated.

Performance Measure: Evaluate and track annually IDVR counselors' maintenance of CSPD or progress toward achieving CSPD.

Benchmark: Vocational Rehabilitation Counselors will maintain all CSPD standards for their position annually. All Vocational Rehabilitation Specialist staff will continue to work toward and/or achieve CSPD in FFY 2017.

VRC's will maintain CSPD standard and VRS's will work toward/or achieve the standard based on the agency's policy.

Performance Measure: To enhance business networks with employers to include involvement with the Idaho Association of Business and Industry, the Rotary Club, Chamber of Commerce, and human resource organizations.

Benchmark: Increase the number of different occupational categories hiring IDVR customers in FFY 2017 from FFY 2016.

FFY2015 Occupational Category Data:

Occupation Category	# Employed	Percentage (%)
Service Occupations	979	44.79%
Prod, Const., Operating, Maint. & Material Handling	549	25.11%
Professional, Paraprofessional and Technical	342	15.65%
Clerical and Administrative Support	113	5.17%
Sales and Related Occupations	89	4.07%
Managerial and Administrative	61	2.79%
Agricultural, Forestry, Fishing and Related	33	1.51%
Computer and Mathematical Occupations	7	.32%
Community and Social Service Occupations	3	.05%
Education, Training, and Library Occupations	2	.09%
Healthcare Practitioners	2	.09%
Healthcare Support Occupations	2	.09%
Production Occupations	2	.09%
RSA Special Occupations and Miscellaneous	1	.05%
Protective Service Occupations	1	.05%

Performance Measure: To enhance relationships with the Regional Business Specialists from the Department of Labor.

Benchmark: Increase the number of different occupational categories hiring IDVR customers in FFY 2017 from FFY 2016.

See the above benchmark

Performance Measure: Continue to meet with stakeholders and partners to facilitate communication and understanding of each programs system.

Benchmark: Increase the number of applicants entering the IDVR process in FFY 2017 from FFY 2016 performance.

Number of applicants entering VR in FFY2016: 6,071

Extended Employment Services

Performance Measure: Provide appropriate levels of long-term support to maximize individual's independence in employment.

Through collaboration and fostering close working relationships with our Extended Employment Services customers, Community Rehabilitation Partners, employers, and by developing methods of tailoring services to customers' needs we are providing appropriate employment supports.

Benchmark: To provide appropriate levels of support to current customers.

SFY 2015 = 760 customers were served.

Benchmark: Support customer choice.

Through continuation of program protocols that allows funds to "Follow the Customer" rather than assessing program allocations to Community Rehabilitation Programs, EES customers' choice is strengthened by ensuring they have the ability to change providers if their needs could be better served elsewhere.

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Idaho Public Television

STRATEGIC PLAN

FY 2017-2021

Idaho Public Television
STRATEGIC PLAN FY 2017-2021

Idaho Public Television is an integral part of the State Board of Education's overall plan and process for the delivery of quality education throughout Idaho. This Plan describes the primary vision, needs, concerns, goals and objectives of the staff and administration toward achieving those goals. The mission and vision of our agency reflect an ongoing commitment to meet the needs and reflect the interests of our varied audiences.

Idaho Public Television's services are in alignment with the guiding goals & objectives of the State Board of Education (SBoE). This Plan displays SBoE goals alongside the Agency's Strategic Planning Issues.

(3/04/16)
Ron Pisaneschi
General Manager
Idaho Public Television

VISION STATEMENT

Inspire, enrich and educate the people we serve, enabling them to make a better world.

MISSION STATEMENT

The mission of Idaho Public Television is to meet the needs and reflect the interests of its varied audiences by:

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

Idaho Public Television
STRATEGIC PLAN FY 2017-2021

SBoE Goal 1: A WELL-EDUCATED CITIZENRY
Idaho's P-20 educational system will provide opportunities for individual advancement across Idaho's diverse population.

IdahoPTV Objectives:

1) Progress toward digital implementation as a statewide infrastructure in cooperation with public and private entities.
   - Performance Measures:
     - Number of DTV translators.
       - Benchmark: FY17 – 48
       - Benchmark: FY21 – 48
         (established by industry standard)
     - Number of cable companies carrying our multiple digital channels.
       - Benchmark: FY17 – 28
       - Benchmark: FY21 – 28
         (established by industry standard)
     - Number of Direct Broadcast Satellite (DBS) providers carrying our prime digital channel.
       - Benchmark: FY17 – 8
       - Benchmark: FY21 – 8
         (established by industry standard)
     - Percentage of Idaho's population within our signal coverage area.
       - Benchmark: FY17 – 98.4%
       - Benchmark: FY21 – 98.4%
         (established by industry standard)

2) Nurture and foster collaborative partnerships with other Idaho state entities and educational institutions to provide services to the citizens of Idaho.
   - Performance Measure:
     - Number of partnerships with other Idaho state entities and educational institutions.
       - Benchmark: FY17 – 21
       - Benchmark: FY21 – 26
         (established by agency research)

3) Operate an efficient statewide delivery/distribution system.
   - Performance Measure:
     - Total FTE in content delivery and distribution.
       - Benchmark: FY17 – less than 29
       - Benchmark: FY21 – less than 24
         (established by industry standard)

4) Provide access to IdahoPTV television content that accommodates the needs of the hearing and sight impaired.
   - Performance Measures:
     - Percentage of broadcast hours of closed captioned programming (non-live, i.e. videotaped) to aid visual learners and the hearing impaired.
       - Benchmark: FY17 – 98.5%
       - Benchmark: FY21 – 100%
         (established by industry standard)
     - Percentage of online hours of closed captioned programming (non-live, i.e. videotaped) to aid visual learners and the hearing impaired.
       - Benchmark: FY17 – 25%
       - Benchmark: FY21 – 75%
         (established by industry standard)

5) Provide access to IdahoPTV new media content to citizens anywhere in the state, which supports citizen participation and education.
   - Performance Measures:
     - Number of visitors to our websites.
       - Benchmark: FY17 – 1,575,000
       - Benchmark: FY21 – 1,750,000
         (established by agency research)
     - Number of visitors to IdahoPTV/PBS video player.
       - Benchmark: FY17 – 350,000
       - Benchmark: FY21 – 400,000
         (established by agency research)
     - Number of alternative delivery platforms and applications on which our content is delivered.
       - Benchmark: FY17 – 6
       - Benchmark: FY21 – 12
         (established by agency research)

6) Broadcast educational programs and provide related resources that serve the needs of Idahoans, which include children, ethnic minorities, learners, and teachers.
   - Performance Measure:
     - Number of broadcast hours of educational programming.
       - Benchmark: FY17 – 28,000
       - Benchmark: FY21 – 29,000
         (established by agency research)

7) Contribute to a well-informed citizenry.
   - Performance Measure:
     - Number of broadcast hours of news, public affairs and documentaries.
       - Benchmark: FY17 – 13,000
       - Benchmark: FY21 – 13,500
         (established by agency research)

8) Provide relevant Idaho-specific information.
   - Performance Measure:
     - Number of broadcast hours of Idaho-specific educational and informational programming.
       - Benchmark: FY17 – 2,000
       - Benchmark: FY21 – 2,000
         (established by agency research)

9) Provide high-quality, educational television programming and new media content.
   - Performance Measure:
     - Number of awards for IdahoPTV media and services.
       - Benchmark: FY17 – 40
       - Benchmark: FY21 – 55
         (established by industry standard)

10) Be a relevant, educational and informational resource to all citizens.
   - Performance Measure:
     - Full-day average weekly cume (percentage of TV households watching) as compared to peer group of PBS state networks.
       - Benchmark: FY17 – 21.3%
       - Benchmark: FY21 – 21.3%
         (established by industry standard)

11) Operate an effective and efficient organization.
   - Performance Measure:
     - Successfully comply with FCC policies/PBS programming, underwriting and membership policies/and CPB guidelines.
       - Benchmark: FY17 – Yes/Yes/Yes
       - Benchmark: FY21 – Yes/Yes/Yes
         (established by industry standard)

SBoE 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.

IdahoPTV Objectives:

1) Nurture and foster collaborative partnerships with other Idaho state entities and educational institutions to provide services to the citizens of Idaho.
   - Performance Measure:
     - Number of partnerships with other Idaho state entities and educational institutions.
       - Benchmark: FY17 – 21
       - Benchmark: FY21 – 26
         (established by agency research)

2) Provide access to IdahoPTV new media content to citizens anywhere in the state, which supports citizen participation and education.
   - Performance Measures:
     - Number of visitors to our websites.
       - Benchmark: FY17 – 1,575,000
       - Benchmark: FY21 – 1,750,000
         (established by agency research)
     - Number of visitors to IdahoPTV/PBS video player.
       - Benchmark: FY17 – 350,000
       - Benchmark: FY21 – 400,000
         (established by agency research)

3) Broadcast educational programs and provide related resources that serve the needs of Idahoans, which include children, ethnic minorities, learners, and teachers.
   - Performance Measure:
     - Number of broadcast hours of educational programming.
       - Benchmark: FY17 – 28,000
       - Benchmark: FY21 – 29,000
         (established by agency research)

4) Contribute to a well-informed citizenry.
   - Performance Measure:
     - Number of broadcast hours of news, public affairs and documentaries.
       - Benchmark: FY17 – 13,000
       - Benchmark: FY21 – 13,500
         (established by agency research)

5) Provide relevant Idaho-specific information.
   - Performance Measure:
     - Number of broadcast hours of Idaho-specific educational and informational programming.
       - Benchmark: FY17 – 2,000
       - Benchmark: FY21 – 2,000
         (established by agency research)

6) Provide high-quality, educational television programming and new media content.
   - Performance Measure:
     - Number of awards for IdahoPTV media and services.
       - Benchmark: FY17 – 40
       - Benchmark: FY21 – 55
         (established by agency research)

7) Be a relevant, educational and informational resource to all citizens.
   - Performance Measure:
     - Full-day average weekly cume (percentage of TV households watching) as compared to peer group of PBS state networks.
       - Benchmark: FY17 – 21.3%
       - Benchmark: FY21 – 21.3%
         (established by industry standard)

8) Operate an effective and efficient organization.
   - Performance Measure:
     - Successfully comply with FCC policies/PBS programming, underwriting and membership policies/and CPB guidelines.
       - Benchmark: FY17 – Yes/Yes/Yes
       - Benchmark: FY21 – Yes/Yes/Yes
         (established by industry standard)

SBoE GOAL 3: EFFECTIVE AND EFFICIENT EDUCATIONAL DELIVERY SYSTEM
Ensure educational resources are coordinated throughout the state and used effectively.

IdahoPTV Objectives:

1) Progress toward digital implementation as a statewide infrastructure in cooperation with public and private entities.
   - Performance Measures:
     - Number of DTV translators.
       - Benchmark: FY17 – 48
       - Benchmark: FY21 – 48
         (established by industry standard)
     - Number of cable companies carrying our multiple digital channels.
       - Benchmark: FY17 – 28
       - Benchmark: FY21 – 28
         (established by industry standard)
     - Number of Direct Broadcast Satellite (DBS) providers carrying our prime digital channel.
       - Benchmark: FY17 – 8
       - Benchmark: FY21 – 8
         (established by industry standard)
     - Percentage of Idaho's population within our signal coverage area.
       - Benchmark: FY17 – 98.4%
       - Benchmark: FY21 – 98.4%
         (established by industry standard)

2) Nurture and foster collaborative partnerships with other Idaho state entities and educational institutions to provide services to the citizens of Idaho.
   - Performance Measure:
     - Number of partnerships with other Idaho state entities and educational institutions.
       - Benchmark: FY17 – 21
       - Benchmark: FY21 – 26
         (established by agency research)

3) Operate an efficient statewide delivery/distribution system.
   - Performance Measure:
     - Total FTE in content delivery and distribution.
       - Benchmark: FY17 – less than 29
       - Benchmark: FY21 – less than 24
         (established by industry standard)

4) Provide access to IdahoPTV new media content to citizens anywhere in the state, which supports citizen participation and education.
   - Performance Measures:
     - Number of visitors to our websites.
       - Benchmark: FY17 – 1,575,000
       - Benchmark: FY21 – 1,750,000
         (established by agency research)
     - Number of visitors to IdahoPTV/PBS video player.
       - Benchmark: FY17 – 350,000
       - Benchmark: FY21 – 400,000
         (established by agency research)
     - Number of alternative delivery platforms and applications on which our content is delivered.
       - Benchmark: FY17 – 6
       - Benchmark: FY21 – 12
         (established by agency research)

5) Provide high-quality, educational television programming and new media content.
   - Performance Measure:
     - Number of awards for IdahoPTV media and services.
       - Benchmark: FY17 – 40
       - Benchmark: FY21 – 55
         (established by industry standard)

6) Be a relevant, educational and informational resource to all citizens.
   - Performance Measure:
     - Full-day average weekly cume (percentage of TV households watching) as compared to peer group of PBS state networks.
       - Benchmark: FY17 – 21.3%
       - Benchmark: FY21 – 21.3%
         (established by industry standard)

7) Operate an effective and efficient organization.
   - Performance Measure:
     - Successfully comply with FCC policies/PBS programming, underwriting and membership policies/and CPB guidelines.
       - Benchmark: FY17 – Yes/Yes/Yes
       - Benchmark: FY21 – Yes/Yes/Yes
         (established by industry standard)

Key External Factors
(Beyond the control of Idaho Public Television):

IdahoPTV provides numerous services to various state entities.

Funding:
Idaho Public Television's current strategic goals and objectives are based on a sustainable level of all funding sources: State of Idaho, Corporation for Public Broadcasting, and private contributions.

We are starting to see the impact of state entities passing on significant costs of operational expenses such as endowment land leases. This also includes the Idaho Bureau of Homeland Security (after 2019) that IdahoPTV has partnered with to provide data connectivity for broadcast signal distribution.

Much of the content that Idaho Public Television airs comes from program distributors or producers, both nationally and regionally. If these program production funding sources change (up or down), it could have an impact on IdahoPTV's ability to meet its goals and objectives targets.

Federal Government:
Various aspects of IdahoPTV's program functions fall under federal oversight, including the Federal Communications Commission, United States Department of Commerce, United States Department of Agriculture, Federal Aviation Administration, United States Department of Homeland Security, Internal Revenue Service, etc. Any change of federal rules and funding by any of these entities could also affect our ability to fulfill this strategic plan.

The FCC is currently engaged in auctioning frequencies to non-broadcast providers that have traditionally been used by broadcasters including Idaho Public Television. In doing so, the FCC is requiring stations to move to their transmitters and translators to different frequencies "repacking" them into fewer more congested frequencies. This has the potential of costing stations significant funds, and in some cases losing service to particular communities when available frequencies don't exist.

As viewers increasingly obtain their video content via new devices (computers, iPads, smartphones, broadband delivered set-top-boxes, etc.) in addition to traditional broadcast, cable and satellite, Idaho Public Television must invest in the technology to meet our viewers' needs. The ability of public television stations to raise private contributions and other revenue via these new platforms continues to be a significant challenge.

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Idaho Public Television
FY 2017 – 2021 Strategic Plan Supplemental

Performance Measure	FY 2015 Data	FY 2017 Benchmark	FY 2021 Benchmark
Number of DTV translators.	47 of 49	48	48
Number of cable companies carrying our multiple digital channels.	*	28	28
Number of Direct Broadcast Satellite (DBS) providers carrying our prime digital channel.	8	8	8
Percentage of Idaho's population within our signal coverage area.	98.4%	98.4%	98.4%
Number of partnerships with other Idaho state entities and educational institutions.	22	21	26
Total FTE in content delivery and distribution.	18.5	Less than 29	Less than 24
Percentage of broadcast hours of closed captioned programming (non-live) to aid visual learners and the hearing impaired.	98.4%	98.5%	100%
Percentage of online hours of closed captioned programming (non-live) to aid visual learners and the hearing impaired.	25.11%	25%	75%
Number of visitors to our websites.	1,670,923	1,575,000	1,750,000
Number of visitors to IdahoPTV/PBS video player.	344,651	350,000	400,000
Number of alternative delivery platforms and applications on which our content is delivered.	**	6	12
Number of broadcast hours of educational programming.	28,374	28,000	29,000
Number of broadcast hours of news, public affairs and documentaries.	13,450	13,000	13,500
Number of broadcast hours of Idaho-specific educational and informational programming.	1,955	2,000	2,000
Number of awards for IdahoPTV media and services.	55	40	55
Full-day average weekly cume (percentage of TV households watching) as compared to peer group of PBS state networks.	31.1%	21.3%	21.3%
Successfully comply with FCC policies/PBS programming, underwriting and membership policies/and CPB guidelines.	Yes/Yes/Yes	Yes/Yes/Yes	Yes/Yes/Yes

* New performance measure beginning FY 2017.
**New performance measure beginning FY 2016.

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Strategic Plan

2017-2021

Legal Authority

This strategic plan has been developed by the Division of Career &Technical Education (DCTE) in compliance with Idaho Code, Title 67, Chapter 19, Sections 67-1901 through 67-1905, as amended. It supersedes all previous DCTE strategic plans.

Statutory authority for and definition of career & technical education (PTE) is delineated in Idaho Code, Chapter 22, Sections 33-2201 through 33-2212. IDAPA 55 states the role of DCTE is to administer career & technical education in Idaho and lists specific functions.

Mission

The mission of the Career & Technical Education system is to prepare Idaho youth and adults for high skill, in-demand careers.

Vision

The vision of the Division of Career & Technical Education is to be:

1. A premiere educational opportunity for students and adults to gain relevant workforce and leadership skills in an applied setting;
2. A gateway to meaningful careers and additional educational opportunities; and
3. A strong talent pipeline that meets Idaho business workforce needs.

Core Functions

- Administration
- Programs
- Technical assistance
- Fiscal oversight
- Research, planning, and performance management

External Factors

- Labor market and general economic conditions
- Lack of knowledge, perceptions, and stigma regarding career opportunities available through career & technical education
- Availability of funds
- Policies, practices, legislation, and governance external to the Division
- Ability to attract and retain qualified instructors
- Local autonomy and regional distinctions including technical college institutional priorities/varied missions

Initiatives

1. Career Advising – Assist PTE students with their high school, post high school education, and career planning.

2. Program Standards Alignment – Align program standards to industry requirements. Serves as a foundational component to the long-term objective of seamless secondary to postsecondary transitions and SkillStack implementation.

3. PTE Digital – Expand the availability of identified PTE programs to students using an on-line or distance learning model, as appropriate.

4. Workplace Readiness – Assure workplace readiness skills are an integral component of all PTE programs and student technical skill sets.

5. Limited Occupational Specialists – Identify recruitment and retention issues among limited occupational specialists, including opportunities for the Division to promote more mentorship and support.

6. Program Quality – Identify those factors at both the secondary and postsecondary level that help define a quality program.

Definitions

For the purposes of this document, terms and phrases are defined as follows:

- Advanced Opportunities: The State Board of Education recognizes four advanced opportunity programs:
    1. Advanced Placement® (AP)
    2. Dual Credit
    3. Technical Competency Credit (formerly known as Tech Prep)
    4. International Baccalaureate program
- Board of Education III.Y Policy: This policy provides program standards for advanced opportunities for secondary students by preparing secondary graduates for postsecondary programs and to enhance postsecondary goals.
- Completer: A college student who has graduated from a PTE program of study.

- Concentrator: A high school junior or senior enrolled in the identified capstone course of a pathway or career speciality program.
- ISEE: Idaho System for Educational Excellence
- Level gain: Measures skill improvement between a pre and post-test, using a state-approved assessment.
- NCHEMS: The National Center for Higher Education Management Systems
- Positive Placement: Transition to additional education, military, or job placement.
- Postsecondary: A credit bearing program beyond high school.
- Postsecondary CTE Student: student admitted/accepted into a CTE program and enrolled in one or more of the required courses for the session or year.
- PTE (now referred to as Career & Technical Education): Cutting edge, rigorous and relevant education that prepares youth and adults for a wide range of high-wage, high-skill, in-demand careers.
- Secondary: Grades 7-12
- SkillStack: SkillStack is competency-based, online platform that will provide badges/micro-certifications that lead to nationally recognized industry certifications and credentials. This will enhance the ability of students to effectively gain college credit while in high school.
- SLDS: Statewide Longitudinal Data System
- TSA (Technical Skill Assessment): An end of program assessment, administered by a third party organization that provides a summative assessment of the student's technical knowledge and skills.
- Workforce training: Non-credit bearing training for basic entry level programs, workers who have lost their jobs, customized training for business and industry, upgrade training, related instruction for apprentices, and emergency services training for first responders.

Goals and Objectives

This plan is divided into three sections according to each of the Idaho State Board of Education's goals. The Division has crafted objectives, performance measures, and benchmarks that align with each of the Board's three goals.

Board Goal 1: A Well Educated Citizenry – Idaho's P-20 system will provide opportunities for individual advancement across Idaho's diverse population.

1. PTE Objective: Image – Improve statewide perceptions and understanding of career & technical education to ensure that both career & technical programs and careers will be valued by Idaho's students, parents and educators, leading to a talent pipeline that supports and is valued by Idaho's business and industry.

    Performance Measure: Improvement in the image of career & technical education and careers.

    FY 2017 Benchmark: A marketing plan continues to be implemented, including benchmarks to evaluate success in improving PTE image.

2. PTE Objective: Student Success – Create systems, services, resources, and operations that support high performing students in high performing programs and lead to positive placements.

    Performance Measure: Secondary and postsecondary student pass rate for Technical Skill Assessment (TSA).

    FY 2017 Benchmarks:

    Secondary: 75.6
    Postsecondary: 92.5

    Performance Measure: Positive placement rate of secondary concentrators and postsecondary program completers.

    FY 2017 Benchmarks:

    Secondary: 94.2
    Postsecondary: 95.5

    Sub-Performance Measure: Rate of secondary concentrators who transition to postsecondary education.

    FY 2020 Benchmark: 70

    ***Sub-Performance Measure*:** Placement rate of postsecondary program completers in jobs related to their training.

    FY 2020 Benchmark: 65

Performance Measure: The percentage of postsecondary students at the six technical colleges who are enrolled in PTE programs.

Annual Benchmark: Identify strategies for growth

3. PTE Objective: Advanced Opportunities – Support State Board Policy III.Y by aligning similar first semester PTE programs among the technical colleges and ensuring that secondary program standards align to those postsecondary programs.

   Performance Measure: Number of postsecondary programs that have aligned their first semester.

   FY 2017 Benchmark: 24 programs are aligned

   Performance Measure: The percent of secondary PTE concentrators who transition to postsecondary PTE programs.

   FY 2017 Benchmark: Identify baseline data

4. PTE Objective: Academic Equivalency – Increase the number high school students who earn academic credits that meet graduation requirements through applied PTE courses.

   Performance Measure: The number of PTE courses that are offered statewide as an option for meeting state non-elective graduation requirements.

   FY 2017 Benchmark: Identify baseline data and analyze courses being offered for academic credit

   Performance Measure: The number of high school students who incorporate PTE courses as part of their state non-elective graduation requirements.

   FY 2017 Benchmark: Identify baseline data

Board Goal 2: Innovation and Economic Development – The educational system will provide an environment that facilitates the creation of practical and theoretical knowledge leading to new ideas.

5. PTE Objective: Leadership and Advocacy – Provide leadership and collaboration among state agencies, education and workforce partners to benefit the economic growth of Idaho's businesses.

   Performance Measure: Number of PTE partnerships that address workforce development challenges faced by Idaho's businesses.

   FY 2017 Benchmarks:

   i. PTE is a co-applicant for the New Skills for Youth Initiative . If funded, a statewide career readiness plan will be developed

in collaboration with SDE, OSBE, Labor and other cross-sector team members.

ii. Update the industry standards and develop end-of-course assessments for the electrical apprenticeship program

iii. Number of successful Workforce Development Training Fund Sector grants, including application, award, and implementation

iv. Utilize a "Team Idaho" approach that coodinates the efforts of state agencies, local economic development entities, and education partners to develop workforce solutions for targeted industry sectors.

Performance Measure: Advocate for alignment between education and the workforce through speaking events targeted to industry, education, students and the media.

FY 2017 Benchmark: Strategic outreach to relevant audiences, including local, state, and national stakeholders

6. PTE Objective: Talent Pipelines/Career Pathways – PTE students will successfully transition from high school and postsecondary education to the workplace through a statewide career pathways model. Workforce training will provide additional support in delivering skilled talent to Idaho's employers.

Performance Measure: Implementation of competency-based SkillStack microcertifications (created using program standards).

FY 2017Benchmarks:

i. SkillStack is formally launched in Fall 2016, supporting 5-10 PTE programs of study (number of programs dependent on successful postsecondary alignment and execution of statewide articulation).

ii. SkillStack is adopted by Workforce Training Centers and other postsecondary institutions (e.g. Boise State)

FY 2018Benchmark: Additional 10 programs of study will be added to SkillStack

FY 2019 Benchmark: The remaining programs of study for which standards are available will be added to SkillStack

Performance Measure: Number of postsecondary technical credits earned via Advanced Learning Opportunities process that satisfies graduation requirements for postsecondary technical programs.

FY 2017 Benchmark: Determine baseline and data collection methodology

Performance Measure: Number of program standards and outcomes that have industry endorsement and align with industry standards.

FY 2020 Benchmark: 100% of programs align to industry standards

Performance Measure: Percent of students who enter an occupation related to their workforce training (non-credit bearing training).

FY 2017 Benchmark: Workforce Training Centers begin reporting data to SLDS for training programs on the state Eligible Training Provider list

7. PTE Objective: Adult Basic Education (ABE) – ABE will assist adults in becoming literate and obtaining the knowledge and skills necessary for employment and economic self-sufficiency.

   Performance Measure: The percent of ABE students making measurable improvements in basic skills necessary for employment, college, and training (i.e. - literacy, numeracy, English language, and workplace readiness).

   FY 2020 Benchmark: 51% of reportable ABE students will demonstrate a level gain

   Performance Measure: The percent of low-skilled adults provided with a viable alternative "entry point" for the workforce and Career Pathway system, who have a positive student placement after program exit.

   FY 2019 Benchmarks: Identify baseline data for the Workforce Innovation and Opportunity Act (WIOA) performance targets in FY 2019

8. PTE Objective: Centers for New Directions (CND) – CNDs will help foster positive student outcomes, provide community outreach events and workshops, as well as collaborate with other agencies.

   Performance Measure: Percent of positive outcomes/retention that lead to completing a PTE program of study, entering employment or continuing their training.

   Annual Benchmark: Maintain a 90% positive outcome rate or greater

   Performance Measure: Number of institutional and community event/workshop hours provided annually that connect students to resources with other agencies, in addition to institutional resources.

   Annual Benchmark: Maintain 5,000 contact hours of institutional and community event/workshops

Board Goal 3: Effective and Efficient Educational System – Ensure educational resources are coordinated throughout the state and used effectively.

9. PTE Objective: Technical assistance and support for PTE programs – Provide timely, accurate, and comprehensive support to PTE programs that meets the needs of administrators and instructors at both the secondary and postsecondary levels.

    Performance Measure: The overall satisfaction levels of administrators and instructors with the support and assistance provided by PTE.

    FY 2017 Benchmark: Identify areas for improvement based on survey results

10. PTE Objective: Data-informed improvement – Develop quality and performance management practices that will contribute to system improvement, including current research, data analysis, and strategic and operational planning.

    Performance Measure: Full implementation of Career & Technical Education Management System (P-TEMS).

    FY 2017 Benchmark: Launch P-TEMS

    Performance Measure: Data accuracy and automation of the SLDS (postsecondary) and ISEE (secondary) data systems as it pertains to PTE.

    FY 2017 Benchmark: Determine baseline of schools and institutions populating data fields accurately in these systems

    Performance Measure: Incorporation of PTE Postsecondary teacher certifications into the Secondary database system to increase automation, accuracy, and standardization.

    FY 2017 Benchmark: Begin transfer of postsecondary certifications and documents to the secondary SDE database

    Performance Measure: Through on-site reviews, technical assistance, or other oversight mechanisms, the percent of secondary programs reviewed for quality and performance on an annual basis.

    Annual Benchmark: 20% of programs

11. PTE Objective: Funding Quality Programs –Secondary and postsecondary programs will include key components that meet the definition of a quality program and are responsive to the needs of business and industry.

    Performance Measure: A secondary program assessment model that clearly identifies the elements of a quality program.

    FY 2017 Benchmark: Develop a plan for secondary quality program assessment

    FY 2018 Benchmark: Identify strategies to increase funding for high quality secondary CTE programs

Performance Measure: A postsecondary funding model that includes performance-based funding.

FY 2017 Benchmark: A plan for postsecondary funding will be presented to the Board

12. PTE Objective: Highly Qualified Staff – The teacher preparation and certification process will provide for the recruitment and retention of quality PTE teachers.

    Performance Measure: Number of qualified teachers in every program

    FY 2020 Benchmark: Ensure all employed teachers in secondary/postsecondary PTE programs meet the appropriate endorsement standards

13. PTE Objective: Health Matters – Health Matters will result in a better educated citizenry and more efficient and positive service delivery to Idaho's citizens by increasing their access to credible health resources, which include healthy lifestyle and behavior opportunities.

    Performance Measure: Annual website hits

    FY 2020 Benchmark: Increase total number of website hits by 10% from FY 2016

14. PTE Objective: Certified Public Manager® (CPM) Program – The program will provide public employees with the skills and abilities to serve as effective leaders and managers at all levels of the public sector.

    Performance Measure: Enrollment from non-participating state agencies .

    FY 2020 Benchmark: Increase by a minimum of 10% from FY 2016

    Performance Measure: Enrollment of non-state government entities.

    FY 2020 Benchmark: Increase by one participant for each new cohort track through 2020



Eastern Idaho Technical College

Strategic Plan 2016-2020

2016

VISION

Our vision is to be a superior professional-technical college. We value a dynamic environment as a foundation for building our College into a nationally recognized technical education role model. We are committed to educating all students through progressive and proven educational philosophies. We will continue to provide high quality education and state-of-the-art facilities and equipment for our students. We seek to achieve a comprehensive curriculum that prepares our students for entering the workforce, articulation to any college and full participation in society. We acknowledge the nature of change, the need for growth, and the potential of all challenges.

MISSION

Eastern Idaho Technical College provides superior educational services in a positive learning environment that champion's student success and regional workforce needs.

CORE THEMES

Learning for work and Life: EITC is a place of learning where students prepare for careers and effective citizenship. We embrace hands-on learning and provide instruction that is not only academically rigorous, but tailored to the needs of the community. Learning for work and life takes place in all areas of campus through professional-technical education, adult basic education, and workforce education.

Student Centered: EITC faculty and staff throughout the college are committed to students and their success. Well-functioning student support areas are critical to our students' success, help model outstanding workplace behaviors, and provide comprehensive student support from pre-enrollment through employment.

Community Engagement: EITC's value of community is evident in our safe, clean and inviting campus, which fosters communication and professional growth; and our broader, collaborative relationships within the local, regional, and academic communities who are key stakeholders.

STRATEGIC PLAN GOALS, METHODS, AND OBJECTIVES

GOAL 1: LEARNING FOR WORK AND LIFE

Objective A: Eastern Idaho Technical College will provide industry-driven Career and Technical Education (CTE).

Method 1: Program Reporting

- **Performance Measure**: Number of program advisory committee meetings annually
- **Benchmark**: One meeting per year for each full-time program

FY	Advisory Meetings held per Program
FY 2012	1
FY 2013	1
FY 2014	1
FY 2015	1

Method 2: Degree Production (SBOE Goal 1 Objective B)

- Performance Measure: Degree and certificate production and headcount of recipients
  (Split by undergraduate/graduate).
- Benchmark: Increase number of completions greater than prior year

FY	Degrees (completions)	Headcount (completers)
FY 2012	244	243
FY 2013	232	231
FY 2014	240	239
FY 2015	217	216

- **Performance Measure:** Unduplicated number of graduates over rolling 3-year average degree seeking FTE (split by undergraduate/graduate). (SBOE Goal 1 Objective B) (CTE Objective D ii.)
- **Benchmark**: Maintain at or above 55%

FY	Degrees	3-year average degree seeking FTE	Status	Comments
FY 2012	243	549	44%	Undergraduates Only
FY 2013	231	513	45%	
FY 2014	239	499	48%	
FY 2015	217	450	48%	

- **Performance Measure:** Pass rates on Technical Skills Assessments (SBOE Goal 2 Objective B) (CTE Objective D ii.)
- **Benchmark**: Students performance will meet the 90% of the Perkins State performance level measure. (Perkins Performance Measures Report – State performance required level is 92%)

FY	EITC Performance Level	State Performance Level
FY 2012	92%	91%
FY 2013	89%	92%
FY 2014	92%	92%
FY 2015	95%	92%

Method 3: EITC Placement Office Report

- **Performance Measure:** Training Related Placement Rates (SBOE Goal 1 Objective D) (CTE Benchmark Attained Objective D vii.)
- **Benchmark**: Maintain 85% placement rate

FY	Placement Rate
FY 2011	73%
FY 2012	70%
FY 2013	79%
FY 2014	76%
FY 2015	73%

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

Method 1: A designed pathway to transition students from Adult Basic Education (ABE) into EITC without further remediation
Performance Measure: Percentage of student's continuing education at EITC from ABE (SBOE Goal 1 Objective C) (CTE Objective D iii.)

- **Benchmark:** 60% of ABE students entering into EITC

FY	Status	Comments
FY 2012	*	* FY2012 NRS guidelines changed calculation
FY 2013	45%	
FY 2014	45%	
FY 2015	49%	

- **Performance Measure:** Academic gains of ABE students (SBOE Goal 1 Objective C)
- **Benchmark**: Meets state targets for academic gains for all levels

FY	Comments
FY 2012	*See Attachment 1 for data
FY 2013	
FY 2014	
FY 2015	

Method 2: Remediation - Monitor remedial needs in English and Math

- **Performance Measure:** Percentage of students successfully completing English and Math plus classes (Complete College Initiative) (SBOE Goal 1 Objective C)
- **Benchmark**: 70% of students successfully complete plus classes

FY	Status
FY 2012	74%
FY 2013	70%
FY 2014	72%
FY 2015	76%

- **Performance Measure:** Number and percentage of first-time freshmen who graduated from an Idaho high school in the previous year requiring remedial education –unduplicated.
- **Benchmark:** Decrease students enrolled in remedial courses by two percent (2%) annually.

FY	Freshmen	% Requiring remedial
FY 2012	12	24%
FY 2013	13	22%
FY 2014	7	14%
FY 2015	10	23%

Objective C: Workforce Training division will provide on-demand customized training**.**

Method 1: Respond to industry requests or identified needs. (SBOE Goal 1 Objective B) (CTE Objective C iii.)

- **Performance Measure**: Provide customized training to local industries
- **Benchmark**: Increase Workforce Training headcount annually

FY	Headcount
FY 2012	14, 143
FY 2013	11,789
FY 2014	11,446
FY 2015	11,289

Objective D: Services will be efficient and cost effective.

Method 1: Monitor cost of college to deliver educational resources

- **Performance Measure**: Undergraduate cost per credit - Non-weighted (SBOE Goal 3 Objective A)
- **Benchmark**: At or below 25% of IPEDS Peers

FY	Cost per credit hour	IPEDS PEERS	EITC	Comments
FY 2012	$599	$13,078	$17,877	Peer comparison form IPEDS DFR report Fig.15 (Instruction, academic support, student services, institutional support)
FY 2013	$671	$15,210	$17,978	
FY 2014	$663	$15,937	$20,102	
FY 2015	$730	$17,095	$19,863	

- **Performance Measure**: Graduates per $100,000: Total cost of certificate or degree completions (e.g. cost of instruction, academic support, student services, institutional support, and other expenses) (SBOE Goal 3 Objective A)
- **Benchmark:** Within 20% of statewide mean for 2 year college peers

FY	EITC Efficiency	Peers	Comments
FY 2012	2.32	1.67	Peers compared are state funded 2-year colleges average (CSI, CWI, NIC) * Data comes from peer reports
FY 2013	2.16	2.16	
FY 2014	2.31	*	
FY 2015	2.04	*	

GOAL 2: STUDENT CENTERED: EITC FACULTY AND STAFF ARE COMMITTED TO STUDENTS AND THEIR SUCCESS.

Objective A: EITC Faculty Provides Effective and Student Centered Instruction**.** (SBOE Goal 1 Objective B for all under objective A)

Method 1: Faculty utilization of the Learning Management System (LMS) to communicate with students efficiently.

- **Performance Measure:** Percentage of faculty using the LMS (SBOE Goal 3 Objective B)
- **Benchmark**: 100%

FY	Status
FY 2012	90%
FY 2013	100%
FY 2014	100%
FY 2015	100%

Method 2: Utilization of annual Student Satisfaction Survey results for Student Centeredness (Noel Levitz Annual Survey)

- **Performance Measure:** Noel Levitz scale report gap result for Student Centeredness
- **Benchmark**: Performance gap less than our peer comparisons

FY	EITC Gap	Peer Gap	Status	Comments
FY 2012	0.38	0.62	less than peers	Annual survey administered in the FY Fall
FY 2013	0.39	0.61	less than peers	
FY 2014	0.60	0.63	less than peers	
FY 2015	0.33	0.60	less than peers	

Method 3: Utilization of annual Student Satisfaction Survey results for Instructional Effectiveness (Noel Levitz Annual Survey).

- **Performance Measure:** Noel Levitz scale report gap result for Instructional Effectiveness
- **Benchmark:** Performance gap less than our peer comparisons

FY	EITC Gap	Peer Gap	Status	Comments
FY 2012	0.52	0.79	less than peers	Annual survey administered in the FY Fall
FY 2013	0.54	0.78	less than peers	
FY 2014	0.71	0.79	less than peers	

FY 2015	0.47	0.76	less than peers	

Method 4: Fall to Fall Retention - IPEDS Fall Enrollment Report
(SBOE Goal 1 Objective B)

- **Performance Measure:** Fall to Fall First-time, full-time student retention rate
- **Benchmark:** At or above 70%

FY	Status
FY 2012	59%
FY 2013	62%
FY 2014	64%
FY 2015	68%

Objective B : EITC Staff Provides Effective and Student Centered Support Services. (SBOE Goal 1 Objective B for all listed under this objective)

Method 1: Utilization of annual Student Satisfaction Survey results for Admission Services (Noel Levitz Annual Survey

- **Performance Measure:** EITC Admissions services meets the expectations of students
- **Benchmark:** Performance gap less than our peer comparisons

FY	EITC Gap	Peer Gap	Status	Comments
FY 2012	0.51	0.75	less than peers	Annual survey administered in the FY Fall
FY 2013	0.66	0.73	less than peers	
FY 2014	0.64	0.74	less than peers	
FY 2015	0.39	0.71	less than peers	

Method 2: Utilization of results of Student Satisfaction Survey results for Financial Aid Services (Noel Levitz Annual Survey)

- Performance Measure: Financial Aid services meets the expectations of students
- **Benchmark:** Performance gap less than our peer comparisons

FY	EITC Gap	Peer Gap	Status	Comments
FY 2012	0.82	1.09	less than peers	Annual survey administered in the FY
FY 2013	0.78	1.06	less than peers	

FY 2014	0.74	1.04	less than peers	Fall
FY 2015	0.65	1.01	less than peers	

Objective C : Tutoring center provides services to support education success (SBOE Goal 1 Objective B for all of objective C)

Method 1: End of semester student evaluations of effectiveness

- **Performance Measure:** Percentage of students satisfied
- **Benchmark:** 80 % satisfaction (*FY 2015 benchmark at 95%)

FY	Status
FY 2012	96%
FY 2013	94%
FY 2014	94%
FY 2015	99%

Method 2: Tutoring contact hours to support student needs.

- **Performance Measure:** Number of contact hours annually per unduplicated headcount
- **Benchmark:** 6 hours

FY	Status
FY 2012	4 hours
FY 2013	6 hours
FY 2014	5 Hours
FY 2015	4 Hours

Objective D : EITC Technology Services meet the expectations of students (SBOE Goal 1 Objective B for all in this objective)

Method 1: Utilization of results of Student Satisfaction Survey results for Information Technology Services (Noel Levitz Annual Survey)

- **Performance Measure:** Information Technology services meet the expectations of students
- **Benchmark:** Student satisfaction ratings report less than a 1.0 gap between importance and satisfaction

FY	Importance	Satisfaction	Gap	Comments
FY 2014			*	

FY 2015	6.46	6.31	.16	*New measure for 2014FA – * No Peer data on NL survey

Method 2: EITC helpdesk satisfaction surveys.

- **Performance Measure:** Measure: Information technology services meet the expectations of students, faculty, and staff
- **Benchmark:** Customer satisfaction levels at or above 90%

FY	Status	Comments
FY 2014		New Measure – for FY 2015
FY 2015	99% Avg.	

Objective E : EITC library services meets the expectation of students. (SBOE Goal 1 Objective B)

Method 1: Noel Levitz Survey

- **Performance Measure:** Library services meet the expectations of students
- **Benchmark:** Performance gap less than our peer comparisons

FY	EITC Gap	Peer Gap	Status	Comments
FY 2012	0.78	0.46	more than peers	Annual survey administered in the FY Fall
FY 2013	0.60	0.49	more than peers	
FY 2014	0.83	0.44	more than peers	
FY 2015	0.38	0.39	less than peers	

Objective F : Increase the reach of the Center for New Directions (CND) to individuals seeking to make positive life changes. (SBOE Goal 1 Objective C for all in Objective F)

Method 1: CND Reporting

- **Performance Measure:** Number of applicants/students receiving CND services.
- **Benchmark:** Number of clients served per year, increase by at least one percent (1%).

FY	Clients Served
FY 2012	686
FY 2013	518
FY 2014	411
FY 2015	258

- **Performance Measure:** Number of client contact hours

- **Benchmark:** Number of contact hours per year, increase by at least one percent (1%).

FY	Contact Hours	Comments
FY 2012		* New measure
FY 2013		
FY 2014	825	
FY 2015	1020	

GOAL 3: COMMUNITY ENGAGEMENT

Objective A : On Campus Community provides a safe interactive professional learning environment

Method 1: Comply with federal safety reporting.

- **Performance Measure**: Annual safety reporting (Title IX, Clery Act)
- **Benchmark:** 100% compliance

FY	% Compliance	Comments
FY 2012	100%	* New measure
FY 2013	100%	
FY 2014	100%	
FY 2015	100%	

Method 2: Maintain active EITC safety committee

- **Performance Measure**: Regular meetings to review and improve safety
- **Benchmark:** 10 meetings annually, 10 reports

FY	# Meetings	Comments
FY 2012		* New measure
FY 2013	0	
FY 2014	3	
FY 2015	9	

Method 3: Noel Levitz Survey Safety and Security Scale Report

- **Performance Measure:** On Campus safety and security student satisfaction
- **Benchmark:** Performance gap less than our peer comparisons

FY	EITC Gap	Peer Gap	Status	Comments

FY 2012	1.11	1.02	more than peers	Annual survey administered in the FY Fall
FY 2013	0.84	1.00	less than peers	
FY 2014	0.78	0.93	less than peers	
FY 2015	0.66	0.87	less than peers	

Method 4: On-Campus Communication

- **Performance Measure:** Publish and distribute college newsletter
- **Benchmark:** 6 issues annually

FY	# Issues	Comments
FY 2012	6 issues	Measurement changing to Twice Monthly President update for FY16
FY 2013	6 issues	
FY 2014	6 issues	
FY 2015	6 issues	

Method 5: On-Campus Communication

- **Performance Measure:** President forums
- **Benchmark:** 2 forums annually

FY	# Forums
FY 2012	2 forums
FY 2013	2 forums
FY 2014	2 forums
FY 2015	2 forums

Method 6: Professional Development

- **Performance Measure:** Provide funds for faculty and staff professional development
- **Benchmark:** 10K Annually

FY	Benchmark Results
FY 2013	New Measure No Data Available
FY 2014	$10,000 Annual
FY 2015	$10,000 Annual

Method 7: Professional Development (SBOE Goal 2 Objective B)

- **Performance Measure:** Faculty and staff that participate in professional development
- **Benchmark:** 80% participation

FY	Benchmark Results

FY 2014	New Measure
FY 2015	95% participation

Objective B : Regional Community Engagement - EITC will seek input and will provide regional community members educational opportunities (SBOE Goal 1 Objective A)

Method 1: Enrollment reports of credit and non-credit courses (SBOE Goal 1 Objective B)

- **Performance Measure**: Headcount (Unduplicated) in regional centers
- **Benchmark:** Increase headcount 1% annually at off-campus sites

FY	Headcount
FY 2012	612
FY 2013	533
FY 2014	347
FY 2015	328

Method 2: Annual Report from the Eastern Idaho Technical College Foundation (EITCF) (SBOE Goal 1 Objective A)

- **Performance Measure**: Percentage of students receiving EITCF scholarships
- **Benchmark**: 25%

FY	% EITC Scholarships
FY 2012	18%
FY 2013	25%
FY 2014	26%
FY 2015	28%

Method 3: Eastern Idaho Technical College Advisory Council Meetings

- Performance Measure: Council will meet at least 2 times per calendar year.
- Benchmark: Measure Attained

FY	# Meetings
FY 2013	New Measure
FY 2014	2
FY 2015	2

Objective C: EITC supports statewide educational initiatives (SBOE Goal 1 Objective C for all listed in EITC Objective C)

Method 1: State Board of Education (SBOE) confirmation of participation

- Performance Measure: Participate in SBOE statewide initiatives (i.e. Complete College Idaho, General Education Reform, GEM stamping, etc.)
- Benchmark: College participation

FY	Benchmark Results
FY 2012	College participation
FY 2013	College participation
FY 2014	College participation
FY 2015	College participation

Method 2: Idaho Division for Career and Technical Education (CTE) confirmation of participation

- Performance Measure: Participate in CTE statewide initiatives (i.e. TCLC Meetings, Advanced Placement Opportunities, Host Institution Delivery, etc.)
- Benchmark: College participation

FY	Benchmark Results
FY 2012	College participation
FY 2013	College participation
FY 2014	College participation
FY 2015	College participation

Attachment 1 –

Goal 1, Objective B, Method 1. Academic gains of Adult Basic Education (ABE) students

FY12 Results	FY12 State Target	FY13 Results	FY13 State Target	FY14 Results	FY14 State Target	FY15 Results	FY15 State Target
ABE1 41%	36%	ABE1 33%	52%	ABE1 N/A	41%	ABE1 50%	54%
ABE2 53%	41%	ABE2 57%	45%	ABE2 58%	44%	ABE2 57%	52%
ABE3 52%	40%	ABE3 54%	46%	ABE3 58%	43%	ABE3 58%	47%
ABE4 37%	32%	ABE4 36%	36%	ABE4 48%	33%	ABE4 51%	44%
ABE5 33%	30%	ABE5 41%	30%	ABE5 44%	31%	ABE5 41%	40%
ESL1 45%	39%	ESL1 56%	50%	ESL1 (no students)	42%	ESL1 20%	51%
ESL2 39%	40%	ESL2 53%	54%	ESL2 57%	44%	ESL2 33%	55%
ESL3 47%	44%	ESL3 50%	49%	ESL3 48%	46%	ESL3 44%	55%
ESL4 47%	39%	ESL4 33%	45%	ESL4 42%	42%	ESL4 48%	45%
ESL5 37%	30%	ESL5 32%	42%	ESL5 40%	35%	ESL5 50%	45%
ESL6 29%	20%	ESL6 20%	22%	ESL6 25%	21%	ESL6 19%	26%

IDAHO STATE BOARD OF EDUCATION OBJECTIVES AND MEASURES FOR HIGHER EDUCATION	EITC STRATEGIC PLAN GOALS		
	Learning for work and Life	Student Centered	Community Engagement
GOAL 1: A WELL EDUCATED CITIZENRY			
Objective A: Access - Set policy and advocate for increasing access for individuals of all ages, abilities, and economic means to Idaho's P-20 educational system.			✓
Objective B: Higher Level of Educational Attainment – Increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system.	✓	✓	
Objective C: Adult learner Re-Integration – Improve the processes and increase the options for re-integration of adult learners into the education system	✓	✓	✓
Objective D: Transition – Improve the ability of the educational system to meet educational needs and allow students to efficiently and effectively transition into the workforce	✓		
GOAL 2: CRITICAL THINKING AND INNOVATION			
Objective A: Critical Thinking, Innovation and Creativity – Increase research and development of new ideas into solutions that benefit society.	✓		
Objective B: Quality Instruction – Increase student performance through the development, recruitment, and retention of a diverse and highly qualified workforce of teachers, faculty, and staff.	✓		✓
GOAL 3: EFFECTIVE AND EFFICIENT DELIVERY SYSTEMS			
Objective A: Cost Effective and Fiscally Prudent – Increased productivity and cost-effectiveness	✓		
		✓	

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

✓ *Indicates the specific SBOE's Goals and Objectives that are supported by EITC's Strategic Plan.*

Some EITC goals fit into more than one SBOE category and have been identified in a single category

Key External Factors

Funding:

Many of our strategic goals and objectives assume on-going and sometimes significant additional levels of State legislative appropriations. Availability of state revenues (for appropriation), gubernatorial, and legislative support for some Board initiatives can be uncertain. An example is our
Goal 1 Objective A Methods 2 and 3: The number of awards each year is restricted by the current number of programs being offered and their respective capacity. We will be offering a new program beginning the fall of 2015 which has the potential of adding approximately 15 certificates/degrees per year. This addition was made possible through a state-wide line-item funding request facilitated by the State Division for Professional Technical Education. The potential for additional certificates/awards will rely on this technique in addition to specific line-item requests made by the institution. Our ability to produce a greater number of awards will in part be dictated by support for additional funding.

Compliance:

Ever increasing compliance issues arise from State and Federal policies/programs. This creates a tremendous burden on staff resources.

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The University of Idaho

Strategic Plan

2017-2021

Mission

Proposed University of Idaho Mission Statement:

The University of Idaho shapes the future through innovative thinking, community engagement and transformative education.

The University of Idaho is the state's land-grant research university. From this distinctive origin and identity comes our commitment to enhance the scientific, economic, social, legal, and cultural assets of our state~~,~~ and to develop solutions for complex problems facing our society. We deliver ~~on this commitment through~~ focused excellence in teaching, research, outreach~~,~~ and engagement in a collaborative environment at our residential main campus in Moscow, regional centers, extension offices, and research facilities ~~throughout the state~~across Idaho. Consistent with the land-grant ideal, our outreach activities serve the state ~~at the same time they~~as well as strengthen our teaching~~, as well as~~ scholarly and creative capacities statewide.

Our educational offerings seek to transform the lives of our students through engaged learning and self-reflection. Our teaching and learning includes undergraduate, graduate, professional and continuing education offered through face-to-face instruction, technology-enabled delivery and hands-on experience. Our educational programs continually strive for excellence and ~~Our teaching and learning includes undergraduate, graduate, professional, and continuing education offered through both resident instruction and extended delivery. Our educational programs~~ are enriched by the knowledge, collaboration, diversity, and creativity of our faculty, students, and staff.

~~Our scholarly and creative activities promote human and economic development, global understanding, and progress in professional practice by expanding knowledge and its applications in the natural and applied sciences, social sciences, arts, humanities, and the professions.~~

Clean version of the proposed University of Idaho Mission Statement:

The University of Idaho shapes the future through innovative thinking, community engagement and transformative education.

The University of Idaho is the state's land-grant research university. From this distinctive origin and identity comes our commitment to enhance the scientific, economic, social, legal, and cultural assets of our state and to develop solutions for complex problems facing our society. We deliver focused excellence in teaching, research, outreach and engagement in a collaborative environment at our residential main campus in Moscow, regional centers, extension offices, and research facilities across Idaho. Consistent with the land-grant ideal, our outreach activities serve the state as well as strengthen our teaching, scholarly and creative capacities statewide.

Our educational offerings seek to transform the lives of our students through engaged learning and self-reflection. Our teaching and learning includes undergraduate, graduate, professional and continuing education offered through face-to-face instruction, technology-enabled delivery and hands-on experience. Our educational programs continually strive for excellence and are enriched by the knowledge, collaboration, diversity, and creativity of our faculty, students, and staff.

Vision

The University of Idaho will expand the institution's intellectual and economic impact and make higher education relevant and accessible to qualified students of all backgrounds.

Goal 1: Innovate

Scholarly and creative work with impact

Objective A: Build a culture of collaboration that increases scholarly and creative productivity through interdisciplinary, regional, national and global partnerships.

Objective B: Create, validate and apply knowledge through the co-production of scholarly and creative works by students, staff, faculty and diverse external partners.

Objective C: Grow reputation by increasing the range, number, type and size of external awards, exhibitions, publications, presentations, performances, contracts, commissions and grants.

The leading indicator for this goal is the number of conferred "highest degrees in field" or terminal degrees. Research expenditures are typically highly correlated to advanced degrees conferred as well as other important factors (e.g. postdoctoral researchers), since funding and other factors are required to support advanced graduate student work. Our mission is knowledge production and dissemination. We choose terminal degrees as a proxy for the various measures of scholarly excellence. This measure also allows for the inclusion of applied research generated through master's degrees and creative activity generated through MFA and professional degrees. These projections are predicated on enrollment increases which bring about a faculty expansion from the current 450 tenure track faculty to nominally 650 tenure track faculty by 2025. The lead indicator and other measures are:

Performance Measures	**Baseline (2014-15)**	**July 2017**	**July 2018**	**July 2019**	**Waypt 2 2022**	**Final Goal 2025**
Terminal degrees in given field (PhD, MFA, etc.)	**275**	**285**	**300**	**325**	**380**	**425**
Number of Postdocs, and Non-faculty Research Staff with Doctorates	66	70	75	80	100	120
Research Expenditures ($ million)	95	100	105	115	135	160
Invention Disclosures	17	20	25	30	40	50

Goal 2: Engage

Outreach that inspires innovation and culture

Objective A: Inventory and continuously assess engagement programs and select new opportunities and methods that provide solutions for societal or global issues, support economic drivers and/or promote the advancement of culture.

Objective B: Develop community, regional, national and/or international collaborations which promote innovation and use University of Idaho research and creative expertise to address emerging issues.

Objective C: Engage individuals (alumni, friends, stakeholders and collaborators), businesses, industry, agencies and communities in meaningful and beneficial ways that support the University of Idaho's mission.

The State Board of Education and Governor of Idaho's Go-On Initiative outlines the first societal issue we will address and serve as the leading indicator for this goal. In parallel, we will seek input on other critical issues facing society both in Idaho and globally. The lead and other measures follow in the table below:

Performance Measures	**Baseline (2014-15)**	**July 2017**	**July 2018**	**July 2019**	**Waypt 2 2022**	**Final Goal 2025**
Go-On Impact[1]	**In process**					**+50%**
Number of Direct UI Extension Contacts	338,261	348,000	359,000	370,000	375,000	380,000
% Faculty Collaboration with Communities (HERI)	57%	61%	63%	65%	68%	70%
NSSE Mean Service Learning, Field Placement or Study Abroad	52%	56%	58%	60%	66%	72%
Alumni Participation Rate[2]	9%	9%	10%	11%	13%	15%
Economic Impact ($ Billion)	1.1	1.1	1.2	1.3	1.7	2.0

[1] Measured via survey of newly enrolled students, we will seek to estimate the number of new students that were not anticipating attending college a year earlier.

[2] Given data availability and importance for national rankings, percent of alumni giving is used for this measure.

Goal 3: Transform

Educational experiences that improve lives

Objective A: Provide greater access to educational opportunities to meet the evolving needs of society.

Objective B: Foster educational excellence via curricular innovation and evolution.

Objective C: Create an inclusive learning environment that encourages students to take an active role in their student experience.

To accomplish this goal, we must grow enrollment and improve retention and persistence so we attain an increased number of graduates. We will focus on enrollment growth in the first waypoint, shifting our focus to increasing the number of graduates as the primary measure by the time we reach the final waypoint. College education is greatly enhanced when graduates have sufficient exposure to enriching experiences in college such as the NSSE high impact practices (experiences that promote contextual learning outside the classroom – see appendix). The lead and other measures follow in the table below:

Performance Measures	**Baseline (2014-15)**	**July 2017**	**July 2018**	**July 2019**	**Waypt 2 2022**	**Final Goal 2025**
Enrollment	**11,372**	**12,000**	**12,500**	**13,000**	**15,000**	**17,000**
Equity Metric: First Term GPA & Credits (% equivalent)	**75%**	**80.0%**	**85%**	**90%**	**95%**	**100%**
Retention	80.1%	82%	83%	84%	87%	90%
Graduates (All Degrees)	2,861	2,900	2,950	3,000	3,500	4,000
NSSE High Impact Practices	67%	70%	70%	75%	80%	85%

Goal 4: Cultivate

A valued and diverse community

Objective A: Build an inclusive, diverse community that welcomes multicultural and international perspectives.

Objective B: Enhance the University of Idaho's ability to compete for and retain outstanding scholars and skilled staff.

Objective C: Improve efficiency, transparency and communication.

The University of Idaho is a purpose-driven organization. Our people invest their hearts and souls into providing a nurturing environment for all. We seek adjustments in culture, compensation and behavior consistent with our high aspirations. The lead and other measures follow in the table below:

Performance Measures	**Baseline (2014-15)**	**July 2017**	**July 2018**	**July 2019**	**Waypt 2 2022**	**Final Goal 2025**
Chronicle Survey Score: Job Satisfaction	**In process**					**Survey Avg in 4th Group (of 5)**
Multicultural Student Enrollment (heads)	2,605	2,922	3,130	3,305	4,000	4,300
International Student Enrollment (heads)	766	800	950	1,100	1,500	2,000
Full-time Staff Turnover Rate	17.6%	17%	16%	15%	12%	10%
% Multicultural Faculty and Staff	19% & 12%	20% & 13%	21% & 14%	22% & 15%	23% & 17%	25% & 18%

Universal Measures

State Board of Education 2017 Performance Measures & Benchmarks

In addition to University of Idaho-selected metrics, the below measures are currently collected from all of the public institutions of higher education and aggregated by the State Board of Education.

Performance Measures	**Reported 2015**	**Benchmark 2017**
Graduation Rate		
Total Undergraduate Degree Production (headcount)[3]	1,767	1970
Total Graduate Degree Production (headcount) and Professional[4]	741 / 123	750 / 126
Undergraduate unduplicated HC of Graduates over rolling 3-yr average degree-seeking student FTE[5]	20%	18%
Graduate unduplicated HC of Graduates over rolling 3-yr average degree-seeking student FTE [6]	51%	49%
Retention Rate		
Total Full-time new students retained or graduate to the following year [7]	80%	84%
Total new transfer students retained or graduate to the following year[8]	77%	76%
Cost of College		
Cost Per Credit Hour (Financials/total weighted UG credit hours from EWA report)[9]	$334.80	$350
Efficiency (Graduates UG w/ Certificates or degree completion per $100k)[10]	1.199	1.20
Remediation of First-Time Freshman Graduating from Idaho High Schools		
Number [11]	150	155
Percentage of Total First Time Freshman[12]	14%	15%
Dual Credit		
Total Credit Hours [13]	6,002	7,200
Unduplicated Headcount of Participating Students[14]	1,178	1,200

[3] PMR page 3: Graduates Unduplicated Headcount.
[4] PMR page 3: Graduates Unduplicated Headcount.
[5] PMR page 3: In previous years this was reported in the PMR as "unduplicated FTE of Graduating Undergraduates/Total Unduplicated Undergraduate FTE" but last year was updated by SBOE to this degree production calculation.
[6] PMR page 3: In previous years this was reported in the PMR as "unduplicated FTE of Graduating Graduates/Total Unduplicated Graduate FTE" but last year was updated by SBOE to this degree production calculation.
[7] PMR page 4: This was initially reported in the PMR as 77% and was updated as of Census data 10/15/2015.
[8] PMR page 4: This was initially reported in the PMR as 81% and was updated as of Census data 10/15/2015.
[9] PMR page 3: Undergraduate Cost per credit.
[10] PMR page 3: Undergraduate Graduates Cost per credit (efficiency section).
[11] PMR page 3: Remediation.
[12] PMR page 3: Remediation.
[13] PMR page 3: Dual Credit hours taught.
[14] PMR page 3: Dual Credit hours taught.

External Factors

Factors beyond our control that affect achievement of goals

1. The general economy, tax funding and allocations to higher education.
2. The overall number of students graduating from high school in Idaho and the region.
3. Federal guidelines for eligibility for financial aid.
4. Increased administrative burden increasing the cost of delivery of education, outreach and research activities.

Appendix: Metric and Data Definitions

Guiding principle for metric selection and use.

The core guiding principle used in selecting, defining and tracking the metrics used in the strategic plan is to focus on measures key to university success while remaining as consistent with the metrics used when reporting to state, federal, institutional accreditation and other key external entities. The desire is to report data efficiently and consistently across the various groups by careful consideration of the alignment of metrics for all these groups where possible. The order of priority for selecting the metrics used in the strategic plan is a) to use data based in the state reporting systems where possible, and b) then move to data based in federal and/or key national reporting bodies. Only then is the construction of unique institution metrics undertaken.

Metrics for Goal 1: Innovate

1.) **Terminal Degrees** in given field is the number of Ph.D., P.S.M., M.F.A., M.L.A., M.Arch, M.N.R., J.D., D.A.T., and Ed.D degrees awarded annually pulled for the "IR Degrees Awarded Mult" table used for reporting to state and federal constituents. This data is updated regularly and will be reported annually.

2.) **Postdocs, and Non-faculty Research Staff with Doctorates** as reported annually in the Graduate Students and Postdoctorates in Science and Engineering Survey (http://www.nsf.gov/statistics/srvygradpostdoc/#qs).

3.) **Research Expenditures** as reported annually in the Higher Education Research and Development Survey (http://www.nsf.gov/statistics/srvyherd/).

4.) **Invention Disclosures** as reported annually in the Association of University Technology Mangers Licensing Activity Survey (http://www.autm.net/resources-surveys/research-reports-databases/licensing-surveys/).

Metrics for Goal 2: Engage

1.) **Impact (UI Enrollment that increases the Go-On rate)**: The metric will rely on one or two items added to the HERI CIRP First Year Student Survey. We will seek to estimate the number of new students that were not anticipating attending college a year earlier. As the items are refined, baseline and reporting of the results will be updated.

2.) **Extension Contacts**: Outreach to offices in relevant Colleges (CALS, CNR, Engineering etc.) will provide data from the yearly report to the Federal Government on contacts. This represents direct teaching contacts made throughout the year by recording attendance at all extension classes, workshops, producer schools, seminars and short courses.

3.) **Collaboration with Communities**: HERI Faculty Survey completed by undergraduate faculty where respondents indicated that over the past two years they had, "Collaborated with the local community in research/teaching." This survey is administered every three to five years.

4.) **NSSE Mean Service Learning, Field Placement or Study Abroad:** This is the average percentage of those who engaged in service learning (item 12 2015 NSSE), field experience (item 11a NSSE) and study abroad (item 11d) from the NSSE.

5.) **Alumni Participation Rate**: This is provided annually by University Advancement and represents the percentage of alumni that are giving to UI. It is calculated based on the data reported for

the Voluntary Support of Education (VSE) report. (http://cae.org/fundraising-in-education/). It is updated annually.

6.) **Economic Impact:** This is taken from the EMSI UI report as the summary of economic impact. This report is updated periodically and the data will be updated as it becomes available.

Metrics for Goal 3: Transform

1.) **Enrollment:** This metric consists of headcounts from the data set used in reporting headcounts to the SBOE, IPEDS and the Common Data Set as of census date. The data is updated annually.

2.) **Equity Metric:** This metric is derived from the census date data used for reporting retention and graduation rate which is updated annually. The analysis is limited to first-time full-time students. The mean term 1 GPA and semester hours completed for FTFT students is calculated for the all students combined and separately for each IPEDS race/ethnicity category. The mean for the 8 groups are compared to the overall mean. The eight groups identified here are American Indian or Alaska Native, Asian, Black or African American, Hispanic/Latino, International, Native Hawaiian or Other Pacific Islander, Two or More Races and White. If the mean for a group is below the overall mean by 1/3 or more of a standard deviation it is considered below expectations/equity. The percentage of these 8 groups meeting the equity cut off is reported. So for example if 6 of the 8 groups meet equity it is reported as 75%. As there are groups with low numbers the best method for selecting the cut off was based on the principle of effect size (i.e., https://researchrundowns.wordpress.com/quantitative-methods/effect-size/).

3.) **Retention:** This is reported as first-time full-time student retention at year 1 using the data reported to the SBOE, IPEDs and the Common Data set. This is updated annually. The final goal was selected based on the mean of the 2015-16 year for the aspiration peer group for first-year retention as reported in the Common Data Set. This group includes Virginia Tech, Michigan State University and Iowa State University.

4.) **Graduates (all degrees):** This is reported from the annual data used to report for IPEDS and the Common Data set for the most recent year and includes certificates.

5.) **NSSE High Impact Practices:** This metric is for overall participation of seniors in two or more High Impact Practices (HIP). The national norms for 2015 from NSSE is saved in the NSSE folders on the IRA shared drive. The norms for 2015 HIP seniors places UI's percentage at 67%, well above R1/DRU (64%) and RH (60%) as benchmarks. The highest group (Bach. Colleges- Arts & Sciences) was 85%. The goal is to reach at least this level by 2025.

Metrics for Goal 4: Cultivate

1.) **Chronicle Survey Score: Survey Average:** This metric is being baselined in spring 2016 and will utilize the "Survey Average" score. The desire is to reach the "Good" range (65%-74%), which is the 4th group of 5, or higher. The survey can be found here http://chroniclegreatcolleges.com/reports-services/.

2.) **Multicultural Student Enrollment**: The headcounts used for this metric will be derived from the data set used to report to the SBOE at fall census date. This is based on the categories used by IPEDS and the Common Data Set. The census date data is updated annually.

3.) **International Student Enrollment**: The headcounts used for this metric will be derived from the data set used to report to the SBOE at fall census date. This is based on the categories used by IPEDS and the Common Data Set. The census date data is updated annually.

4.) **Full-time Staff Turn Over Rate** is obtained from UI Human Resources on an annual basis.

5.) **Percentage of Multicultural Faculty and Staff** is the **percentage of** full-time faculty and staff that are not Caucasian/Unknown from the IPEDS report. Full-time faculty is as reported in IPEDS HR Part A1 for full-time tenured and tenure track. Full-time staff is as reported in IPEDS B1 using occupational category totals for full-time non-instructional staff.

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BOISE STATE UNIVERSITY

UPDATED FOR FY2017 THROUGH FY2021

MISSION STATEMENT
CORE THEMES
VISION
STRATEGIC PLAN
MAPPING OF STRATEGIC PLAN TO THE SBOE STRATEGIC PLAN
MAPPING OF STRATEGIC PLAN TO THE COMPLETE COLLEGE IDAHO PLAN
KEY EXTERNAL FACTORS

Focus on Effectiveness

Mission Statement

Boise State University is a public, metropolitan research university providing leadership in academics, research, and civic engagement. The university offers an array of undergraduate degrees and experiences that foster student success, lifelong learning, community engagement, innovation, and creativity. Research, creative activity and graduate programs, including select doctoral degrees, advance new knowledge and benefit the community, the state and the nation. The university is an integral part of its metropolitan environment and is engaged in its economic vitality, policy issues, professional and continuing education programming, and cultural enrichment.

Core Themes

Each core theme describes a key aspect of our mission. A complete description can be accessed at http://academics.boisestate.edu/planning/accreditation-standard-one/.

Undergraduate Education. *Our university provides access to high quality undergraduate education that cultivates the personal and professional growth of our students and meets the educational needs of our community, state, and nation. We engage our students and focus on their success.*

Graduate Education. *Our university provides access to graduate education that addresses the needs of our region, is meaningful in a global context, is respected for its high quality, and is delivered within a supportive graduate culture.*

Research and Creative Activity. *Through our endeavors in basic and applied research and in creative activity, our researchers, artists, and students create knowledge and understanding of our world and of ourselves, and transfer that knowledge to provide societal, economic, and cultural benefits. Students are integral to our faculty research and creative activity.*

Community Commitment. *The university is a vital part of the community, and our commitment to the community extends beyond our educational programs, research, and creative activity. We collaborate in the development of partnerships that address community and university issues. The community and university share knowledge and expertise with each other. We look to the community to inform our goals, actions, and measures of success. We work with the community to create a rich mix of culture, learning experiences, and entertainment that educates and enriches the lives of our citizens. Our campus culture and climate promote civility, inclusivity and collegiality.*

Vision for Strategic Plan

Boise State University aspires to be a research university known for the finest undergraduate education in the region, and outstanding research and graduate programs. With its exceptional faculty, staff and student body, and its location in the heart of a thriving metropolitan area, the university will be viewed as an engine that drives the Idaho economy, providing significant return on public investment.

Focus on Effectiveness: A Strategic Plan for Boise State University
Initially developed for the years 2012-2017
Updated in this document to cover the fiscal years 2017-2021

Goal 1: Create a signature, high-quality educational experience for all students.

Objectives:

- Develop the Foundational Studies Program into a memorable centerpiece of the undergraduate experience.
- Provide bountiful opportunities within and across disciplines for experiential learning.
- Facilitate respect for the diversity of human cultures, institutions, and experiences in curricular and co-curricular education.
- Cultivate intellectual community among students and faculty.
- Invest in faculty development, innovative pedagogies, and an engaging environment for learning.

Goal 1: Key Performance Measures	**Recent data**				**Performance Targets**	
					For FY2017	**For FY2021**
% students achieving University Learning Outcomes[1] >Written & oral communication (ULOs 1-2) >Critical inquiry, innovation, teamwork (ULOs 3-4) >Civic & Ethical foundations (ULOs 5-6)	Preliminary scores re: DLS courses; Fall 2015. 4-point scale; 3 = "satisfactory" >Understanding indiv. as members of a culture 3.0 >Understanding Historical & Cultural Forces 3.0 >Reasoning, Inquiry, and Problem Solving 2.9 >Responsibility & Personal Reflection 2.9				Initial assessment of ULO's 1, 3, 5, 6 in spring 2016 via ePortfolios	90% of graduates rated as "good" or "exemplary"
	2008	**2010**	**2012**	**2015**	**For FY2018**	**For FY2021**
NSSE benchmarks of student perception of quality of educational experience (% of urban peer; seniors)						
>Level of academic challenge	97.8%	98.2%	98.5%	See below		
>Active and collaborative learning	102.0%	96.5%	97.9%			
>Student-faculty interaction	96.9%	87.0%	90.8%			
>Enriching educational experience	96.7%	95.9%	93.0%			
>Supportive campus environment	90.0%	90.1%	88.3%			
Revised[2] **NSSE benchmark measures** (% of peer group rating; for seniors only):						
Academic Challenge						
>Higher-Order Learning				99%⇔[3]	100%	105%[4]
>Reflective & Integrative Learning				102%⇔	100%	105%
>Learning Strategies				97%⇩	100%	105%
>Quantitative Reasoning				102%⇔	100%	105%
Learning with Peers						
>Collaborative Learning				103%⇧	100%	105%
>Discussions with Diverse Others				94%⇩	98%	100%
Experiences with Faculty						
>Student-Faculty Interaction				90%⇩	95%	100%
>Effective Teaching Practices				96⇩	100%	100%
Campus Environment						
>Quality of Interactions				101%⇔	100%	105%
>Supportive Environment				91%⇩	95%	100%

[1] % of graduating undergraduates who achieve a competency of "exemplary" or "good" for each of ULOs 1-6 (Intellectual foundations and Civic & ethical foundations) and for ULO 7-11 (Disciplinary areas).

[2] The NSSE was revised in 2013 to more accurately represent the constructs of student engagement being measured

[3] ⇔ indicates that Boise State's score is statistically the same as peers; ⇧ & ⇩ indicate statistically lower and higher than peers

[4] A percentage of 105% indicates that Boise State would score 5% better than peers.

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

Objectives:

- Identify and remove barriers to graduation.
- Bring classes to students using advanced technologies and multiple delivery formats.
- Design and implement innovative policies and processes that facilitate student success.
- Connect students with university services that address their individual needs.
- Ensure that faculty and staff understand their roles and responsibilities in facilitating student success.

Goal 2: Key Performance Measures	Recent data				Performance Targets	
	FY 2012	FY 2013	FY 2014	FY 2015	For FY2017	For FY2021
Number degree graduates (distinct by award level)[5]*						
>Associate	195	165	132	166	150	150
>Baccalaureate	2,584	2,716	2,764	2,971	3,250	3,800
(SBOE target for baccalaureate graduates[6])	(2,270)	(2,413)	(2,557)	(2,700)	(2,986)	(3,565)[7]
>Graduate Certificate	170	167	192	226	250	250
>Master's	653	691	640	703	740	800
>Doctoral	11	11	34	14	32	40
Total distinct graduates	3,503	3,621	3,629	3,938		
	F2011 cohort	F2012 cohort	F2013 cohort	F2014 cohort	F2016 cohort	F2019 cohort
Retention[8]*						
>Percent first-time, full-time freshmen retained to year 2	71.5%	70.9%	74.5%	75.6%	78%	80%
>Percent full-time transfers retained or graduated by year 2	74.1%	74.0%	71.9%	73.5%	77%	80%
	F2006 cohort	F2007 cohort	F2008 Cohort	F2009 Cohort	Fall 2011 Cohort	Fall 2014 Cohort
6-year graduation rate of first-time, full-time freshmen	29.5%	38.2%	37.1%	37.9%	44%	50%
	FY 2012	FY 2013	FY 2014	FY 2015	For FY2017	For FY2021
Dual enrollment [9]*						
>\# credits produced	10,770	11,607	12,111	14,820	17,500	22,000
>\# students served	2,410	2,624	2,699	3,586	4,250	5,750
eCampus (Distance Education)						
>Student Credit Hours	55,571	60,146	66,058	73,668	85,000	105,000
>Distinct Students Enrolled	9,381	9,787	10,620	11,369	12,700	15,000
	FY 2012	FY 2013	FY 2014	FY 2015	For FY2017	For FY2021
Baccalaureate graduates per 3-year average FTE[10]	18.2	18.9	19.2	20.7	21.0	22.5
Graduate degree graduates per 3-year average FTE[11]*	54.4	55.0	48.6	47.2	50.0	50.0

[5] Distinct graduates by award level, totaled for summer, fall, and spring terms. Note that these totals cannot be summed to get the overall distinct graduate count due to some students earning more than one award (e.g., graduate certificate and a master's) in the same year.

[6] Number in parentheses is the SBOE target for the # of baccalaureate graduates as per PPGA agenda materials, August 12, 2012, Tab 10 page 3.

[7] FY2021 number for SBOE target assumes the same annual rate of increase (4.4%) as previous years; SBOE specified targets only through 2020.

[8] Retention is measured as the percent of first-time, full-time baccalaureate-seeking freshmen cohort returning to enroll the subsequent year. Transfer retention reflects the percent of the full-time baccalaureate-seeking transfer cohort that returned to enroll the following year or graduated by that time.

[9] Dual enrollment credits and students are measures of activity that occur over the entire year at multiple locations using various delivery methods. When providing measures of this activity, counts over the full year (instead of by term) provide the most complete picture of the number of unduplicated students that are enrolled and the number of credits earned. Reflects data from the annual Dual Credit report to the Board.

[10] Includes the unduplicated number of annual baccalaureate degree graduates divided by a three-year running average of FTE. FTE are determined using PSR1 Annual methodology of total annual credits taken by degree-seeking undergraduates divided by 30.

[11] Includes unduplicated number of annual graduate certificates and master's and doctoral degree graduates divided by a three-year running average of FTE. FTE are determined using PSR1 Annual methodology of total annual credits taken by degree-seeking graduate students divided by 24.

Goal 2 (*continued*)

	F2006 cohort	F2007 cohort	F2008 Cohort	F2009 Cohort	Fall 2011 Cohort	Fall 2014 Cohort
Success and Progress Rate (at six years)[12]						
>First-time, full-time Freshmen cohort	64%	70%	70%	66%	72%	75%
>Full-time Transfer student cohort	75%	74%	77%	72%	77.5%	81%
	2008	**2010**	**2012**	**2015**	**For FY2017**	**For FY2021**
NSSE student rating of administrative offices (as % of urban peer average score)	94.5%	97.1%	96.9%	See below		
Revised[13] **NSSE measures** (% of peer group rating; for seniors only; higher score indicates better interaction):						
>Quality of interaction with academic advisors				100.5%⇔	105%	105%
>Quality of interaction with student services staff (career services, student activities, housing, etc.)				97.7%⇔	100%	100%
>Quality of interaction with other administrative staff and offices (registrar, financial aid, etc.)				104.7%⇧	105%	105%
	FY 2012	**FY 2013**	**FY 2014**	**FY 2015**	**For FY2017**	**For FY2021**
Degrees and Certificates Awarded[14]*****						
>Professional Technical Degrees & Certificates						
>Associate	218	168	137	168	152	152
>Baccalaureate	2,766	2905	2,900	3,154	3,450	4,035
>Graduate Certificate	170	171	195	237	260	260
>Master's	664	691	640	703	740	800
>Doctoral	11	11	34	14	32	40
Unduplicated graduates per 3-YR average FTE[15]*****						
>Undergraduate	19.4	19.8	20.0	21.7	23.0	25.0

[12] "Success and Graduation Rate" is used by the Voluntary System of Accountability to provide a more comprehensive view of progress and attainment than can be provided by measures such as the 6-year graduation rate or the 1-year retention rate. The rate equals the total percent of students who fall into one of the following groups: graduated from or are still enrolled at Boise State, or graduated or still enrolled elsewhere.

[13] The NSSE was revised in 2013 to more accurately represent the constructs of student engagement being measured

[14] Reflects the number of awards made (first major, second major, plus certificates as reported to IPEDS). This is greater than the number of graduating students because some graduating students received multiple awards.

[15] Includes the unduplicated number of annual undergraduate degree graduates (Associate plus Bachelor's) divided by a three-year running average of FTE. FTE are determined using PSR1 Annual methodology of total annual credits taken by degree-seeking undergraduates divided by 30. Boise State focuses on the ratio pertaining to baccalaureate graduates since that is our primary mission.

Goal 3: **Gain distinction as a doctoral research university.**

Objectives:

- Recruit, retain, and support highly qualified faculty, staff, and students from diverse backgrounds.
- Identify and invest in select areas of excellence with the greatest potential for economic, societal, and cultural benefit.
- Build select doctoral programs with a priority in professional and STEM disciplines.
- Build infrastructure to keep pace with growing research and creative activity.
- Design systems to support and reward interdisciplinary collaboration.

Goal 3: Key Performance Measures	Recent data				Performance Targets	
	FY 2012	FY 2013	FY 2014	FY 2015	For FY2017	For FY2021
Total Research & Development Expenditures (as reported to the National Science Foundation)	$27.9M	$25.7M	$26.6M	$31.3M (tentative)	$34.0 M	$38 M
Number of doctoral graduates (PhD and EdD)	11	11	34	14	32	40
New doctoral programs	Fall 2012 start: PhD Biomol-ecular Science; PhD Material Science & Engineering; EdD Educational Technology	Fall 2013 start: Doctor of Nursing Practice; PhD in Public Policy	No new doctoral programs	PhD in Ecology, Evolution, & Behavior; (approved February 2016)	PhD Computing	
	CY 2008-12	CY 2009-13	CY 2010-14	CY 2011-14	For CY 2013-17	For CY 2017-21
Number of peer-reviewed publications over 5-year period[16]	1,317	1,411	1,449	1,533	1,750	2,300
	CY 2008-12	CY 2009-13	CY 2010-14	CY 2011-14	For CY 2013-17	For CY 2017-21
Citations of publications by Boise State authors over five year span[17]	5,445	7,264	9,499	11,190	15,000	20,000

[16] # of publications over five year span with Boise State listed as an address for one or more authors; from Web of Science.

[17] Total citations, during the listed five year span, of peer-reviewed publications published in that same five year span, limited to those publications with Boise State listed as an address for at least one author. From Web of Science. http://library.boisestate.edu/researchindicators/index.php

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

Objectives:

- Include community impact in the creation and assessment of university programs and activities.
- Leverage knowledge and expertise within the community to develop mutually beneficial partnerships.
- Collaborate with external partners to increase Idaho students' readiness for and enrollment in higher education.
- Increase student recruitment, retention, and graduation in STEM disciplines.
- Evaluate our institutional impact and effectiveness on a regular basis and publicize results.

Goal 4: Key Performance Measures	Recent data				Performance Targets	
	FY 2012	FY 2013	FY 2014	FY 2015	For FY2017	For FY2021
Number of graduates with high impact on Idaho's college completion rate						
Baccalaureate graduates traditionally underrepresented groups [18]						
>from rural counties[19]	142	158	157	153	165	195
>from ethnic minorities	170	194	220	273	360	550
Baccalaureate graduates who are Idaho residents	2,264	2,317	2,298	2,408	2,635	3,080
Baccalaureate graduates who are of non-traditional age (age 30 and up)	767	811	859	822	900	1,050
Baccalaureate graduates who started as Idaho community college transfers (in Transfer Cohort)	173	234	288	371	500	750
Number of graduates in high demand disciplines (bachelor's, master's, doctoral)[20]	1,661	1,741	1,705	1,968	2,153	2,517
Number of STEM graduates (bachelor's, STEM education, master's, doctoral)[21]	407	454	499	540	675	830
Students Participating in Courses with Service Learning Component	2,648	2,398	2,151	2,334	2,775	3,000
# of students requiring remedial coursework[22]*	123 10.4%	102 8.7%	110 9.4%	142 11.7%	100 8%	100 8%
Carnegie Foundation Community Engagement Classification recognizing community partnerships and curricular engagement	Boise State was one of 76 recipients of the 2006 inaugural awarding of this designation. The classification was renewed in Spring 2015				Renewal of Community Engagement Classification in 2020	

[18] Distinct number of graduates who began college as members of one or more in the following groups traditionally underrepresented as college graduates: (i) from a rural county in Boise State's 10 county service area (Ada and Canyon counties are excluded) and (ii) identified as American Indian/Alaska Native or Hispanic/Latino

[19] "Rural counties" is defined as the ten service area counties minus Ada and Canyon counties.

[20] Defined as distinct number of graduates in those disciplines appropriate for the top 25% of jobs listed by the Idaho Department of Labor, based on projected # of openings 2008-2018.

[21] STEM refers to Science, Technology, Engineering, and Math. We define STEM disciplines as being included in either or both of the NSF-defined list of STEM disciplines and the NCES-defined list of STEM disciplines. We also include STEM secondary education graduates.

[22] Includes all new Idaho students who have been out of high school 1 year or less needing to complete remedial coursework.

Goal 5: Transform our operations to serve the contemporary mission of the university.

Objectives:

- Reinvent our academic and business practices to improve service and efficiency.
- Simplify or eliminate policies and regulations that waste effort and resources.
- Invest in faculty and staff to develop key competencies and motivate top performance.
- Break down silos that inhibit communication, collaboration and creativity.
- Provide widespread and timely access to reliable and understandable data, and use it to drive decision-making across the university.
- Build an infrastructure to encourage and accommodate external funding, philanthropic support, private-sector relationships, and a diversity of funding models.
- Develop and implement a model for resource allocation that supports strategic goals and promotes innovation, effectiveness, and responsible risk-taking.
- Develop and implement a model for resource allocation that supports strategic goals and promotes innovation, effectiveness, and responsible risk-taking.

Goal 5: Key Performance Measures		**Recent data**				**Performance Targets**	
		FY 2012	**FY 2013**	**FY 2014**	**FY 2015**	**For FY2017**	**For FY2021**
Cost of education[23] (resident undergrad with 15-cr load per semester; tuition & fees per year)	Boise State> WICHE avg> BSU as % of W>	$5,566 $6.645 83.8%	$5,884 $7,037 83.6%	$6,292 $7,331 85.8%	$6,640 $7,558 87.9%	Remain less than the WICHE state average	Remain less than the WICHE state average
	CPI adjusted?	**FY 2012**	**FY 2013**	**FY 2014**	**FY 2015**	**For FY2017**	**For FY2021**
Total Expense per EWA-resident Weighted SCH delivered: Undergrad Only[24]*	***In 2011 $$>*** Unadjusted>	***$247.02*** $252.13	***$258.60*** $267.81	***$270.73*** *$284.92*	***$281.35*** *$284.92*	No increase in Consumer Price Index (CPI) adjusted $$	No increase in CPI adjusted $$
Total Expense per EWA-resident Weighted SCH delivered: Undergrad & Graduate	***In 2011 $$>*** Unadjusted>	***$229.95*** $234.71	***$239.40*** $247.92	***$248.98*** $262.03	***$256.83*** *$284.92*	No increase in CPI adjusted $$	No increase in CPI adjusted $$
Total Expense per EWA-Total Weighted SCH delivered: Undergrad Only[25]*	***In 2011 $$>*** Unadjusted>	***$231.71*** $236.50	***$239.51*** *$248.04*	***$247.30*** *$260.27*	***$256.26*** *$266.86*	No increase in CPI adjusted $$	No increase in CPI adjusted $$
Total Expense per EWA-Total Weighted SCH delivered: Undergraduate and Graduate	***In 2011 $$>*** Unadjusted>	***$217.90*** $222.41	***$224.71*** $232.72	***$231.40*** $243.53	***$235.87*** *$248.54*	No increase in CPI adjusted $$	No increase in CPI adjusted $$
Distinct baccalaureate graduates per $100k undergraduate expense[26]	***In 2011 $$>*** Unadjusted>	***1.43*** 1.40	***1.44*** 1.39	***1.43*** 1.36	***1.49*** 1.42	No decrease in CPI adjusted # per $100k	No decrease in CPI adjusted # per $100k

[23] WICHE average from Table 1a of annual Tuition and Fees report. We use the average without California. A typical report can be found at http://www.wiche.edu/pub/tf

[24] Expense information is from the Cost of College study, produced yearly by Boise State's controller office. Includes the all categories of expense: Instruction/Student Services (Instruction, Academic Support, Student Services, Library), Institutional/Facilities (Cultural, Religious Life and Recreation, Museums, Gardens, etc., Net Cost of Intercollegiate Athletics, Net Cost of Other Auxiliary Operations, Plant Operations, Depreciation: Facilities, Depreciation: Equipment, Facility Fees Charged Directly to Students, Interest, Institutional Support), and Financial Aid. "Undergrad only" uses Undergrad costs and the sum of EWA weighted SCH for remedial, lower division, upper division. "Undergrad and graduate" uses undergraduate and graduate expenses, and includes EWA weighed credit hours from the undergraduate and graduate levels. "EWA-resident weighted SCH" refers to those credits not excluded by EWA calculation rules, which exclude non-residents paying full tuition.

[25] Expense information as in previous footnote. "EWA-resident Total SCH" refers to all credits, resident and nonresident, weighted using standard EWA calculation rules.

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

Goal 5 (*continued*)

Measures required by OSBE but not used by Boise State							
	CPI adjusted?	**FY 2012**	**FY 2013**	**FY 2014**	**FY 2015**	**For FY2017**	**For FY2021**
Distinct baccalaureate, grad certificate, and graduate degree graduates per $100k total undergraduate and graduate expenses[27]	***In 2011 $$>*** Unadjusted>	***1.58*** 1.55	***1.57*** 1.52	***1.53*** 1.45	***1.58*** 1.50	No decrease in CPI adjusted # per $100k	No decrease in CPI adjusted # per $100k
Distinct undergraduate graduates (baccalaureate plus associate) per $100k undergraduate expense[28]*	***In 2011 $$>*** Unadjusted>	***1.52*** 1.49	***1.51*** 1.46	***1.48*** 1.41	***1.58*** 1.50	No decrease in CPI adjusted # per $100k	No decrease in CPI adjusted # per $100k

[27] 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.

[28] 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.

Mapping of Boise State University's Strategic Plan onto the SBOE Strategic Plan					
Boise State Strategic Goals→ → ↓SBOE Strategic Goals↓	*Goal 1: Create a signature, high-quality education experience for all students*	*Goal 2: Facilitate the timely attainment of educational goals of our diverse student population.*	*Goal 3: Gain distinction as a doctoral research university*	*Goal 4: Align university programs and activities with community needs.*	*Goal 5: Transform our operations to serve the contemporary mission of the university.*
Goal 1: A well-educated citizenry					
Objective A: Access- Set policy and advocate for increasing access for individuals of all ages, abilities, and economic means to Idaho's P-20 educational system.		✓		✓	
Objective B: Higher level of educational attainment - Increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system.		✓		✓	
Objective C: Adult learner re-Integration - Improve the processes and increase the options for re-integration of adult learners into the education system.		✓		✓	
Objective D: Transition – Improve the ability of the educational system to meet educational needs and allow students to efficiently and effectively transition into the workforce.	✓	✓	✓	✓	
Goal 2: Critical Thinking and innovation					
Objective A: Critical Thinking, Innovation and Creativity – Increase research and development of new ideas into solutions that benefit society.	✓		✓	✓	✓
Objective B: Quality Instruction - Increase student performance through the development, recruitment, and retention of a diverse and highly qualified workforce of teachers, faculty, and staff.			✓	✓	✓
Goal 3: Effective and Efficient Delivery Systems					
Objective A: Cost Effective and Fiscally Prudent - Increased productivity and cost-effectiveness.		✓		✓	✓
Objective B: Data-informed Decision Making- Increase the quality, thoroughness, and accessibility of data for informed decision-making and continuous improvement of Idaho's educational system.				✓	✓

Mapping of Boise State University's Strategic Plan onto the Complete College Idaho Plan					
Boise State Strategic Goals→ → **↓Complete College Idaho Strategic Goals↓**	***Goal 1: Create a signature, high-quality education experience for all students***	***Goal 2: Facilitate the timely attainment of educational goals of our diverse student population.***	***Goal 3: Gain distinction as a doctoral research university***	***Goal 4: Align university programs and activities with community needs.***	***Goal 5: Transform our operations to serve the contemporary mission of the university.***
STRENGTHEN THE PIPELINE					
Ensure College and Career Readiness		✓		✓	
Develop Intentional Advising Along the K-20 Continuum that Links Education with Careers		✓			
Support Accelerated High School to Postsecondary and Career Pathways		✓			
TRANSFORM REMEDIATION					
Clarify and Implement College and Career Readiness Education and Assessments		✓			
Develop a Statewide Model for Transformation of Remedial Placement and Support		✓			
Provide three options: Co-requisite , Emporium , or Accelerated		✓			
STRUCTURE FOR SUCCESS					
Communicate Strong, Clear, and Guaranteed Statewide Articulation and Transfer Options		✓			
REWARD PROGRESS & COMPLETION					
Establish Metrics and Accountability Tied to Institutional Mission					✓
Recognize and Reward Performance		✓			✓
Redesign the State's Current Offerings of Financial Support for Postsecondary Students		✓			✓
LEVERAGE PARTNERSHIPS					
Strengthen Collaborations Between Education and Business/Industry Partners				✓	
College Access Network				✓	
STEM Education			✓	✓	

Key External Factors

A wide variety of factors affect Boise State University's ability to implement our strategic plan. Here we present three factors that we regard as impediments to progress and that can be influenced by the state government and its agencies.

Lack of funding of Enrollment Workload Adjustment. Lack of consistent funding for the Enrollment Workload Adjustment, especially during the recession, has resulted in a significant base funding reduction to Boise State University. As a result, Boise State University students receive less appropriated funding compared to other Idaho universities.

Administrative Oversight. Boise State University is subject to substantial administrative oversight through the State of Idaho Department of Administration and other Executive agencies. Significant operational areas subject to this oversight include capital projects, personnel and benefit management, and risk and insurance. The additional oversight results in increased costs due to additional bureaucracy and in decreased accountability because of less transparency in process. The current system places much of the authority with the Department of Administration and the other agencies, but funding responsibility and ultimate accountability for performance with the State Board of Education and the University. As a result, two levels of monitoring and policy exist, which is costly, duplicative, and compromises true accountability. In 2010, the state legislature passed legislation that exempted the University, under certain conditions, from oversight by the State's Division of Purchasing. As a result, the university has streamlined policy and procedure and has gained substantial efficiencies in work process and in customer satisfaction, while at the same time maintaining the integrity of the purchasing process. Additional relief from administrative oversight in other areas should produce similar increases in efficiency and customer satisfaction.

Compliance. Increases in state and federal compliance requirements are a growing challenge in terms of cost and in terms of institutional effectiveness and efficiency.

Idaho State University Strategic Plan

Mapping Our Future:
Leading in Opportunity and Innovation

2017-2021

Idaho State University
Strategic Plan
2017-2021

Vision: Leading in Opportunity and Innovation

Mission

Idaho State University is a public research-based institution that advances scholarly and creative endeavors through academic instruction, and the creation of new knowledge, research, and artistic works. Idaho State University provides leadership in the health professions, biomedical, and pharmaceutical sciences, as well as serving the region and the nation through its environmental science and energy programs. The University provides access to its regional and rural communities through delivery of preeminent technical, undergraduate, graduate, professional, and interdisciplinary education. The University fosters a culture of diversity, and engages and impacts its communities through partnerships and services.

STRATEGIC PLAN GOALS AND OBJECTIVES

Goal 1: LEARNING AND DISCOVERY – Idaho State University fosters student learning and discovery through teaching, research, and creative activity. ISU delivers high quality academic programs at all levels: technical certificates; undergraduate, graduate, and professional degrees; and postgraduate professional training.

Objective 1.1 ISU fosters student learning through teaching, research, and creative activity. Students learn through opportunities that develop their careers, and engage in research and scholarly activities. Faculty are actively engaged in research and creative activities.

Performance Measures

1.1.1a Number peer reviewed creative works and research presentations as examples of innovation, creativity and research
1.1.1b Number of popular creative works and research presentations as examples of innovation, creativity and research
1.1.2 Number of theses and dissertations completed
1.1.3 Number of students employed to work with faculty on research projects
1.1.4 Number of graduate assistantships with teaching and/or research responsibilities

Benchmarks:

Benchmark	Benchmark Definition
1.1.1.a 542	Two-year average plus a five-percent increase over five years
1.1.1.b 400	Two-year average plus a five-percent increase over five years
1.1.2. 143	Five-year average plus five-percent increase from 2015 over five years

1.1.3 402	Five-year average plus five-percent increase over five years
1.1.4 366	A 10-percent increase from 2015 over five years

Objective 1.2 ISU provides high-quality programs at all levels: demonstrates academic excellence at all program levels: technical certificates; undergraduate, graduate, and professional degrees; and postgraduate professional training. Academic programs prepare students for employment or postgraduate study.

Performance Measures:

1.2.1 Number of students employed as content-area tutors
1.2.2 Number of students participating in Career Path Internships
1.2.3 Number of certificate, associate, and baccalaureate students who enroll in programs at the next degree level upon graduating
1.2.4a Percentage of graduate placement in academic programs in College of Technology
1.2.4b Percentage of graduate placement in Professional Technical programs in College of Technology
1.2.5 Number of regular comprehensive program and specialized accreditation reviews conducted each year
1.2.6 Number of undergraduate and graduate degrees awarded

Benchmarks:

Benchmark	Benchmark Definition
1.2.1 146	Five-year average plus five-percent increase over five years
1.2.2 935	Five percent increase from 2015 over five years
1.2.3 298	Five-year average plus 10-percent increase over five years
1.2.4.a 97	Five-percent increase from 2015 over five years
1.2.4.b 99	Five-year average plus five-percent increase over five years
1.2.5 Yes/No	Did the University complete internal program review and/or specialized accreditation requirements in that year (1-No/2-Yes)
1.2.6 2,628	Increase of 345 from the trend (average 69 x5) 2011-2015 over five years

Goal 2: ACCESS AND OPPORTUNITY – Idaho State University provides diverse pathways to retention and graduation through educational preparation, academic and co-curricular opportunities, and extensive student support services.

Objective 2.1 ISU provides educational pathways with multiple access points and diverse opportunities for students to enter and be successful in higher education.

Performance Measures:

(red text indicates 2013-2014 SBOE-required measures for all institutions)

2.1.1a Number of students enrolled in ISU's Early College Program
2.1.1b Total number of credits earned in ISU's Early College Program
2.1.2 In-state tuition and fees are competitive with peer institutions (rank)
2.1.3 Out-of-state tuition and fees are competitive with peer institutions (rank)

2.1.4 Number of total programs taught at all ISU locations (rollup)
2.1.4a Number of programs taught at main campus in Pocatello
2.1.4b Number of programs taught at Idaho Falls Center for Learning
2.1.4c Number of programs taught at Twin Falls Center for Learning
2.1.4d Number of programs taught at Meridian Health Science Center for Learning
2.1.4e Number of on-line Center for Learning programs taught (e-ISU)
2.1.5 Number of Early College Program courses taught at High Schools
2.1.6 Number of on-line Center for Learning courses taught (e-ISU)
2.1.7 University enrollment

Benchmarks:

Benchmark	Benchmark Definition
2.1.1.a 2,334	Five-percent increase from 2015 over five years
2.1.1.b 18,866	Average difference from 2011 to 2015 (1,002) then multiply that number by five and add to the 2015 data to equate to the five-year growth
2.1.2 #2	Maintain #2 ranking among peers
2.1.3 #7	Maintain #7 ranking among peers
2.1.4 618	Roll up of the total number of program offerings at ISU and the Centers for Learning
2.1.4.a 500	Increase of three program offerings from 2015 over five years
2.1.4b 50	Increase of five program offerings from 2015 over five years
2.1.4c 20	Increase of five program offerings from 2015 over five years
2.1.4d 20	Increase of three program offerings from 2015 over five years
2.1.4e 28	Increase of five program offerings from 2015 over five years
2.1.5 427	Twenty-percent increase from 2015 over five years
2.1.6 1,667	Fifty-percent increase from 2015 over five years
2.1.7 12,285	Twenty-percent increase from 2015 over five years

Objective 2.2 ISU provides support services and resources designed to enhance the academic success and non-cognitive skills of every student, while respecting their varying interests, abilities, academic goals, and levels of readiness.

Performance Measures:
(red text indicates 2013-2014 SBOE-required measures for all institutions)
2.2.1 Number of reported coach advisor contacts with students
2.2.2 Number of reported advising center contacts with students
2.2.3 Number Retention rate of degree seeking new transfer degree-seeking students
2.2.4 Number of reported Student Support Network contacts with students.
2.2.5 Retention rate of degree seeking first-time students
2.2.6 Retention rate of degree seeking new transfer degree-seeking students
2.2.7 Cost per weighted credit hour to deliver undergraduate education.
2.2.8 Completion of undergraduate certificates (1 year or greater) and degrees per $100,000 of education and related spending (i.e., full cost of instruction and student services, plus the portion of institutional support and maintenance assigned to instruction).
2.2.9 Total degree production (split by undergraduate/graduate).

2.2.10 Unduplicated headcount of graduates and percent of graduates to total unduplicated headcount (split by undergraduate/graduate).

Benchmarks:

Benchmark	Benchmark Definition
2.2.1	New Indicator (collecting data to establish baseline)
2.2.2 11,250	Five-percent increase from 2015 over five years
2.2.3 21,549	Five-year average, plus a 10% increase over five years
2.2.4 400	Three-year average, plus a 10% increase over three years
2.2.5 80%	Set by the Idaho SBOE
2.2.6 85%	Set by the Idaho SBOE
2.2.7 5% Increase	Positively impact by 5% over next 3 years
2.2.8 5% Increase	Positively impact this ratio by 5% over next 3 years
2.2.9 5% Increase	Increase undergraduate and graduate awards by 5% over the next 3 years
2.2.10 5% Increase	Positively impacts this ratio by 5% over next 3 years

Objective 2.3 ISU provides opportunities for students to effectively transition to college, participate in co-curricular programs, and prepare for career success in an increasingly diverse society.

Performance Measures:

2.3.1 Number of programs that serve diverse populations
2.3.2 Number of different co-curricular programs available to students
2.3.3 Number of students participating in co-curricular programs
2.3.4 Number of transition-related courses
2.3.5 Number of transition-related programs
2.3.6 Number of career path-related opportunities

Benchmarks:

Benchmark	Benchmark Definition
2.3.1 50	Five-percent increase from 2015 over five years
2.3.2 156	Five-percent increase from 2015 over five years
2.3.3 5,444	Five-percent increase from 2015 over five years
2.3.4 116	Increase of 26 from the trend (average 5.65 x5) 2011-2015 over five years
2.3.5 3	Maintain the number of transition related programs from 2015
2.3.6 935	Five-percent increase from 2015 over five years

Goal 3 THREE: LEADERSHIP IN THE HEALTH SCIENCES – Idaho State University provides statewide leadership in the health sciences. With the academic support of its colleges and the division, the University offers a broad spectrum of degree levels and provides residency training in the health professions. New knowledge is created through biomedical, translational, clinical, rural, and health services research. Teaching, research, practice, and community partnerships provide interprofessional education and excellence in patient care. University clinics provide an environment for learning, inquiry and comprehensive health care service to the community.

Objective 3.1 ISU consistently provides Idaho the broadest array of high-quality health professions programs distributed throughout the state.

Performance Measures:

3.1.1 Number of health professions programs offered
3.1.2 Number of degrees/certificates awarded in the health professions.
3.1.3 Number of graduates completing within 150% of expected time to degree/options/ certificate in the health professions.
3.1.4 Pass rates on first time licensure, and certification, and registration exams in the health professions
3.1.5 Number of locations of didactic and clinical educational sites throughout the state

Benchmarks:

Benchmark	Benchmark Definition
3.1.1 61	Five-percent increase from 2015 over five years
3.1.2 777	Five-year average plus 10-percent increase over five years
3.1.3	New Indicator (collecting data to establish baseline)
3.14 Yes or No	Did the University's Health Sciences programs achieve at or above standards for National Pass
3.1.5	New Indicator (collecting data to establish baseline)

Objective 3.2 ISU contributes to the development of new knowledge in the biomedical, translational, rural, and health services research.

Performance Measure:

3.2.1 Dollar amount of extramural support for research in the Health Sciences ($Million)

Benchmark:

Benchmark	Benchmark Definition
3.2.1 $13.62M	Increase of $4M from the a five-year trend ($1.74M average from 2011-2015) over five year

Objective 3.3 ISU emphasizes expanded interprofessional experiences through teaching, research, and community partnerships.

Performance Measures:

3.3.1 Number of IPE educational activities
3.3.2 Number of IPE research activities
3.3.3 Number of IPE service/clinical activities
3.3.4 Number of team-taught courses which multiple professions participate AND co-teaching

Benchmarks:

Benchmark	Benchmark Definition
3.3.1	New Indicator (collecting data to establish baseline)
3.3.2	New Indicator (collecting data to establish baseline)
3.3.3	New Indicator (collecting data to establish baseline)
3.34	New Indicator (collecting data to establish baseline)

Objective 3.4 ISU delivers health-related services and patient care in the state through its clinics, postgraduate residency training sites, and other community venues.

Performance Measures:

3.4.1 Number of client visits to outpatient clinics in a fiscal year
3.4.2 Income from clinic service in a fiscal year.
3.4.3 Number of clinics

Benchmarks:

Benchmark	Benchmark Definition
3.4.1 101,022	Established the benchmark using the following formula from 2015 data-Pharm: +15%, Health: +5%, Dental: +1%, Psych: +5%, Reside: +5%, Audio: -65%, Speech: +1%. This is a 1,918 increase over a five-year period
3.4.2 $6,154936	Established the benchmark using the following formula from 2015 data-Pharm: +15%, Health: +5%, Dental: +1%, Psych: +5%, Audio/Speech:-10%. This is a $500,692 increase over a five-year period
3.4.3 22	Increase of two clinical sites over the next five years

Goal 4: COMMUNITY ENGAGEMENT AND IMPACT – As an integral component of the community, Idaho State University develops partnerships and affiliations through the exchange of knowledge, resources, research, and expertise. Through a diverse university staff, faculty, and student body, ISU provides cultural, social, economic, and other opportunities to enrich the lives of citizens.

Objective 4.1 Number of community activities and events that meet university and community needs (e.g., CommUniversity, Donor Visits, Continuing Ed, Workforce Training, Health Fairs, Clinics, Community Health Screenings, etc.)**.**

Performance Measures:

4.1.1 Total economic impact of the University

4.1.2 Number of community events held at ISU which involve the community, (e.g., high school and university athletics, cultural events, symposia)

4.1.3 Economic impact of ISU identified through student enrollment, community fundraising, federal and state resources secured through programs (including research), the provision of ISU facilities to community programs, and CommUniversity collaborations (e.g., Bengal Pharmacies). ($Million

Benchmarks:

Benchmark		Benchmark Definition
4.1.1		New Indicator (collecting data to establish a baseline)
4.1.2	239	Ten-percent increase from 2015 over five years
4.1.3	$349M	Increase of $20M from a five-year trend (4 per year average from 2011-2015) over five years

Objective 4.2 Idaho State University collaborates with its local, regional/state, national, and global communities for the mutually beneficial exchange of knowledge and resources to address issues of public concern.

Performance Measures:

4.2.1 Number of faculty who volunteer or serve community organizations.

4.2.2 Number of affiliation agreements, contracts, MOUs, etc. w/community partners

4.2.3 Number of ISU semi-annual meetings/surveys with community members to assess their attitudes about the institution's activities in and interactions with its communities

Benchmarks:

Benchmark		Benchmark Definition
4.2.1	354	Based on 60% of full time faculty (590)
4.2.2		New Indicator (collecting data to establish a baseline)
4.2.3	8	Each Center for Learning and the main campus should hold two meetings a year

Key External Factors
(BEYOND DIRECT CONTROL OF IDAHO STATE UNIVERSITY)

Funding

Many Idaho State University strategic goals and objectives assume on-going and sometimes substantive additional levels of State legislative appropriations. Availability of state revenues, upon which appropriation levels depend, can be uncertain from year to year. Similarly, while gubernatorial and legislative support for ISU efforts are significant, priorities set by those bodies vary from year to year, affecting planning for institutional initiatives and priorities. When we experience several successive years of deep reductions in state appropriated funding, as has occurred in the recent past, it makes it increasingly difficult to plan for and implement strategic growth.

Legislation/Rules

Beyond funding considerations, many institutional and SBOE policies are embedded in state statute and are not under institutional control. Changes to statute desired by the institution are accomplished according to state guidelines. Proposed legislation, including both one-time and ongoing requests for appropriated funding, must be supported by the Governor, gain approval in the germane legislative committees, and pass both houses of the Legislature.

The recent directives related to creation of the Student Longitudinal Data System, revision of general education and remedial education, common core standards, Smarter Balance Assessment, Complete College America/Idaho, the 60% Goal, zero-based budgeting, performance-based funding, and the additional financial and institutional research reporting requirements have required the reallocation of staff resources and time and effort to comply.

Institutional and Specialized Accreditation Standards

The Northwest Commission on Colleges and Universities (NWCCU), our regional accreditation body, continues to refine the revised 2010 standards and associated7-year review cycle. Similarly, the specialized accrediting bodies for our professional programs periodically make changes to their accreditation standards and requirements, which we must address.

ISU has the largest number of degree programs with specialized accreditation among the state institutions, which significantly increases the workload in these programs due to the requirements for data collection and preparation of periodic reports. The programs in the health professions are reliant on the availability of clerkship sites in the public and private hospitals, clinics, and medical offices within the state and region. The potential for growth in these programs is dependent on maintaining the student to faculty ratios mandated by the specialized accrediting bodies, as well as the availability of a sufficient number of appropriate clerkship sites for our students.

Federal Government

A great deal of educational and extramural research funding for ISU and the SBOE is provided by the federal government. Funding is often tied to specific federal programs and objectives, and therefore can greatly influence both education policy and extramurally-funded research agendas at the state and the institutional levels. The recent decrease in funding for Pell Grants has had a negative impact on need-based financial aid for our students. The impact of the sequestration-mandated federal budget reductions initiated in early 2013 will likely have a negative impact on higher education.

Local/Regional/National/Global Economic Outlook

Conventional wisdom has long tied cyclic economic trends to corresponding trends in higher education enrollments. While some recent factors have caused this long relationship to be shaken in terms of funding students have available for higher education, in general the perceived and actual economic outlooks experienced by students continues to affect both recruitment into our colleges and universities as well as degree progress and completion rates. A greater proportion of our students must work and therefore are less able to complete their education in a timely manner.

Idaho State University

STATE BOARD OF EDUCATION GOALS & OBJECTIVES	ISU STRATEGIC PLAN GOALS: Learning and Discovery.	Access and Opportunity.	Leadership in the Health Sciences.	Community Engagement and Impact.
GOAL 1- A WELL EDUCATED CITIZENRY: Idaho's P-20 educational system will provide opportunities for individual advancement across Idaho's diverse population.	✓	✓	✓	✓
– Set policy and advocate for increasing access to Idaho's educational system for all Idahoans, regardless of socioeconomic status, age, or geographic location.	✓	✓	✓	✓
– Improve the processes and increase the options for re-integration of adult learners into the education system.	✓	✓		
– Increase successful progression through Idaho's educational system.		✓	✓	
– Quality Education: Deliver quality programs that foster the development of individuals who are entrepreneurial, broadminded, critical thinkers, and creative.	✓	✓	✓	
– Education to Workforce Alignment: Deliver relevant education that meets the needs of Idaho and the region.	✓		✓	✓

✓ Indicates the specific SBOE's Goals and Objectives that are supported by ISU's Strategic Plan.

Idaho State University

STATE BOARD OF EDUCATION GOALS & OBJECTIVES	ISU STRATEGIC PLAN GOALS: Learning and Discovery.	Access and Opportunity.	Leadership in the Health Sciences.	Community Engagement and Impact.
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.	✓	✓	✓	✓
– Workforce Readiness: Prepare students to efficiently and effectively enter and succeed in the workforce.	✓	✓	✓	✓
– Innovation and Creativity: Increase creation and development of new ideas and solutions that benefit society.	✓		✓	
– Economic Growth: New objective currently under development.	✓			

✓ Indicates the specific SBOE's Goals and Objectives that are supported by ISU's Strategic Plan.

Idaho State University

STATE BOARD OF EDUCATION GOALS & OBJECTIVES	ISU STRATEGIC PLAN GOALS: Learning and Discovery.	Access and Opportunity.	Leadership in the Health Sciences.	Community Engagement and Impact.
GOAL 3- Effective and Efficient Educational System: Ensure educational resources are coordinated throughout the state and used effectively.	✓	✓	✓	✓
– 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.	✓	✓	✓	✓
– Quality Teaching Workforce: Develop, recruit and retain a diverse and highly qualified workforce of teachers, faculty, and staff.	✓		✓	
– Alignment and Coordination: Facilitate and promote the articulation and transfer of students throughout the education pipeline	✓			
– Productivity and Efficiency: Apply the principles of program prioritization for resource allocation and reallocation.	✓	✓	✓	✓
– Advocacy and Communication: Educate the public and their elected representatives by advocating the value and impact of the educational system.				✓

✓ Indicates the specific SBOE's Goals and Objectives that are supported by ISU's Strategic Plan.

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Idaho State UNIVERSITY

Strategic Plan Performance Measure Data FY 2011 – FY 2015

ISU Strategic Plan Goals and Objectives	Strategic Plan Performance Measures	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Current (FY 2015) Benchmarks
Goal 1: Learning & Discovery							
1.1 ISU provides a rich learning environment	# online course sections	614	727	849	1,023	1,111	900 course sections
	# students in CPI program	241	583	651	762	890	600 CPI students
	# dual credit students	1,434	1,668	1,914	2,111	2,232	1,800 dual credit students
1.2 ISU provides a dynamic curriculum	# new, expanded programs/degrees # programs/degrees discontinued	New programs / degrees: 3 Terminated programs/degrees: 17	New programs / degrees: 2 Terminated programs/degrees: degrees: 2	New programs / degrees: 8 Terminated programs/degrees: degrees: 14	New programs / degrees: 5 Terminated programs/degrees: degrees 3	New programs / degrees: 6 Terminated programs/degrees: degrees: 8	# new/expanded programs/ degrees in balance with # of programs/degrees closed
1.3 Students participate in undergraduate teaching	# teaching GTAs/Fellowships	74	75	112	117	116	Increase by 10 over the next 3 years
	# English, math, content area student tutors	191	112	141	134	118	Maintain adequate number of student tutors to meet need
1.4 Students engage in research/creative activities	# students employed to work with faculty on research projects	385	413	372	373	369	Increase by 3% per year for next 5 years
	# students participating in research symposia	134	160	142	183	370	250 students per year

ISU Strategic Plan Goals and Objectives	Strategic Plan Performance Measures	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Current (FY 2015) Benchmarks
1.5 Core faculty engaged in research/creative activity	# Faculty scholarly productivity output			177 publications, 541 presentations, 147 artistic performances and exhibits	528 publications, 1,141 presentations, 231 artistic performances and exhibits	347 publications, 855 presentations, 230 artistic performances and exhibits	New measure in FY 2013. Data from Activity Insight (electronic CV).
	# proposals submitted for funding # proposals funded Amount of funding awarded	377 Proposals 244 Funded $36.3M Awarded	378 Proposals 287 Funded $30.6M Awarded	360 Proposals 217 Funded $23.9M Awarded	366 Proposals 219 Funded $25.02M Awarded	379 Proposals 214 Funded $28.2M Awarded	Increase amount of funding by 3% per year for next 5 years
1.6 Graduates prepared to enter workforce or advanced education	Pass rates on licensure/ certification exams				See Appendix A		Maintain pass rates at or above national averages
	Placement rates of graduates				See Appendix B		Maintain placement rates at or above national averages
Goal 2: Access and Opportunity							
2.1 Support services provided to enhance retention are utilized by students	# of student contacts with a central advisor	7,737	7,171	8,436	8,495	10,714	Maintain sufficient access to Central Academic Advising
	% of full-time freshmen participating in First Year Seminar, and/or ACAD courses	28.7%	31.5%	31.5%	31.5%	27.7%	Increase to 50% or more over the next 3 years
	Average amount of need-based and merit-based financial aid/scholarships awarded	Average grant aid $5,011 / Average loan amount $6,242	Average grant aid $5,226 / Average loan amount $6,033	Average grant aid $4,934/ Average loan amount $5,939	Average grant aid $5,428/ Average loan amount $5,996	Average grant aid $5,920/ Average loan amount $5,965	To be determined (with changes in federal and state financial aid programs)
	# of hours of content area tutoring, math and writing centers	21,409	22,576	22,319	18,946	12,699	To be determined (impact of SBOE changes to remedial delivery models unknown)
2.2 Student's progression to graduation	Average time to degree for full-time and part-time undergraduate students by college				See Appendix C		Positively impact by 5% over next 3 years
	Retention rates from freshman to sophomore,				See Appendix D		Positively impact retention rates by 5% over next 3 years

ISU Strategic Plan Goals and Objectives	Strategic Plan Performance Measures	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Current (FY 2015) Benchmarks
	and sophomore to junior years, for full-time and part-time students						
	Cost per weighted credit hour to deliver undergraduate education	$280.68	$287.65	$301.93	$308.44	$324.41	Positively impact by 5% over next 3 years
	Graduates per $100,000 of education and related spending (undergraduates)	1.29	1.25	1.25	1.29	1.19	Positively impact this ratio by 5% over next 3 years.
	Total degree production (split by undergraduate/graduate)	UG: 1,608 GR: 547 Total: 2,155	UG: 1,644 GR: 635 Total: 2,279	UG: 1,709 GR: 634 Total: 2,343	UG: 1,741 GR: 620 Total: 2,361	UG: 1,685 GR: 598 Total: 2,283	Increase undergraduate and graduate awards by 5% over the next 3 years.
	Unduplicated headcount of graduates and percent of graduates to degree-seeking FTE)	Undergraduate: 1,562 : 19% Graduate: 546 : 30%	Undergraduate: 1,577: 19% Graduate 633: 35%	Undergraduate: 1,626: 19% Graduate: 633: 35%	Undergraduate: 1,676: 20% Graduate: 615: 33%	Undergraduate: 1,631: 20% Graduate: 590: 31%	Positively impact this ratio by 5% over next 3 years
	Total first-time full-time students and new transfer students that are retained or graduate the following year.	first-time full-time: 62.1% new transfer: 73.9%	first-time full-time: 62.0% new transfer: 73.8%	first-time full-time: 62.1% new transfer: 69.2%	first-time full-time: 66.8% new transfer: 73.5%	first-time full-time: 71.3% new transfer: 74.3%	Increase retention rate to 75% for first-time full-time and 80% for new transfer students over the next 3 years.
2.3 Students who require remedial coursework are successful in completing their degree	% of students who successfully complete required remedial courses	58.2%	63.1%	56.6%	55.9%	67.2%	To be determined (based on changes to be made by the SBOE on remediation delivery models)
	Retention rate of students who complete remedial courses (fall-to-fall)	42.4%	68.5%	69.8%	71.9%	74.7%	Increase retention rate to 70% over the next 3 years

ISU Strategic Plan Goals and Objectives	Strategic Plan Performance Measures	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Current (FY 2015) Benchmarks
2.4 Students who enter college with dual credit are successful	# students enrolled in ISU's early college program; # credits earned while in high school	1,434 students 8,644 credit hours	1,669 students 10,453 credit hours	1,914 students 11,438 credit hours	2,111 students 12,746 credit hours	2,232 students 13,855 credit hours	Increase to 1,800 students and 10,800 credits in the next 3 years
2.5 Students participate in community and service learning projects, activities, etc.	# student organizations, and # students participating in those organizations	142 organizations 3,238 students	143 organizations 4,191 students	148 organizations 4,273 students	153 organizations 4,782 students	149 organizations 5,185 students	Increase participation to 4,500 students over the next 3 years
Goal 3: Leadership in the Health Sciences							
3.1 A broad array of health professions programs offered	# certificate and degree programs offered, and # of students enrolled	Programs: 52 Enrollment: 3,649	Programs: 57 Enrollment: 3,641	Programs: 56 Enrollment: 3,425	Programs: 55 Enrollment: 3,429	Programs: 58 Enrollment: 3,446	Maintain number of health professions programs offered, and maintain enrollments at or near program capacity.
	% of graduates who are employed in Idaho						Data to be obtained in the future from the State Longitudinal Data System (SLDS)
	Pass rates on professional licensure and certification exams in the health professions				See Appendix A		Pass rates at or above national averages
3.2 ISU serves the State, public, and health professions students through its clinics and other community health venues	# of patient visits to ISU clinics and clinical services	51,817	54,234	49,394 (this number has decreased slightly due to the transition with Family Medicine and Health West)	47,357	60,310	# of patient visits will increase by 5% over next 3 years
	# people attending ISU's community health fairs and screening events	1,159	1,208	1,088	975	1,037	# of people attending ISU's health fairs and screening events will increase by 5% over next 3 years
3.3 Faculty and students engage in basic, translational, and clinical research	# of faculty engaged in health sciences/ biomedical research	39	78	65	72	52	Increase to 80 over the next 3 years

ISU Strategic Plan Goals and Objectives	Strategic Plan Performance Measures	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Current (FY 2015) Benchmarks
in the health sciences	*Principal Investigators (PIs) and co-PIs.						
	Amount of external funding received for health-related and biomedical research	$3.6M	$4.0M	$6.2M	$7.3M	$9.2M	Funding will increase by 3% per year
	# students participating in clinical/applied research as part of their degree program	694	727	706	684	663	Increase to 750 students over the next 3 years
Goal 4: Community Engagement and Impact							
4.1 ISU directly contributes to the economic well-being of the State, region, and communities it serves	Total economic impact of the University	baseline established by the 2011 ISU Economic Impact Study: $312 million	$318.46	$323.12	$328.36	$328.75	Total economic impact will increase by 5% over next 5 years
4.2 Campus resource conservation efforts initiated; students and faculty conduct research in the areas of environment and in energy	# resource conservation efforts initiated				**See Appendix E**		Efforts to conserve campus resources will continue to be developed
4.3 ISU participates in partnerships with other entities and stakeholders	# of active partnerships, collaborative agreements, and contracts with public and private entities				ISU implemented a new process for data collection beginning in January 2016 for affiliation agreements. Staff are currently reviewing agreements signed in 2015.	337 active affiliation agreements signed in 2015. Agreements signed earlier that are still active are not included in this count.	# of partnerships will increase by 5% over next 5 years
Goal 5: Stewardship of Institutional Resources							

ISU Strategic Plan Goals and Objectives	Strategic Plan Performance Measures	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Current (FY 2015) Benchmarks
5.1 Institutional reserves comparable to best practice	The institution maintains or exceeds reserves of 5% of total budget - (formula: Unrestricted Net Asset Balance "Reserves"/Operating Expenses)	5.9%	7.3%	12.6%	16.2%	15.6%	Maintain a minimum target reserve of 5% of total budget.
5.2 Institution continually assesses and periodically reviews its utilization of resources.	# of academic, non-academic and co-curricular program reviews conducted each year.	2 academic	13 academic	6 academic	All academic and non-academic programs were reviewed with the Program Prioritization Project.	9 academic	All to be reviewed at least every 5 years. The Program Prioritization Project is on-going with the data being refreshed each year.

Appendix A

Idaho State University - Pass rates for required licensing & certification exams

Description	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015
Nursing (RN) –ISU pass rate	91%	89%	96%	92%	87%	87%
Nursing (RN) –National pass rate	88%	87%	88%	90%	82%	82%
Nursing (FNP AANPCP Certification) - ISU pass rate		96%	97%	95%	97%	No students graduating in this option
Nursing (FNP AANPCP Certification) - National pass rate		89%	87%	88%	87%	No students graduating in this option
Nursing (ACNS ANCC Certification - ISU pass rate		100%	100%	100%	No students graduating in this option	No students graduating in this option
Nursing (ACNS ANCC Certification) - National pass rate		76%	71%	75.8%	No students graduating in this option	No students graduating in this option
Pharmacy – ISU pass rate	100%	98%	100%	97%	93%	91%
Pharmacy – National pass rate	95%	97%	98%	97%	96%	94%
Physician Assistant – ISU pass rate	96%	97%	97%	98%	93%	93%
Physician Assistant – National pass rate	92%	91%	93%	94%	95%	96%

*Notes: This is not an exhaustive list of pass rates. Rates for Nursing, Pharmacy, Physician Assistant programs etc. are provided as examples; academic health professions pass rates for graduates of all programs exceed the national pass rates.

PRAXIS-II Subject Area Tests required for Teacher Certification - All Program Completer for ISU	100%	100%	99%	100%	100%	100%
Occupational Therapy NBCOT - ISU first-time test takers (2010-2012)			94%	100%	100%	100%

Appendix B

Idaho State University - Placement rates for selected programs

*Notes: This is not an exhaustive list of placement rates. ISU intends to utilize the State Longitudinal Database System (SLDS) as soon as Idaho Department of Labor data is available to assist with placement rates.

Description	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015
College of Technology - All Professional Technical Education	83.33%	85.68%	87.20%	87.60%	91.58%	97.00%
Radiographic Science (self-reported on a survey)	100%	100%	100%	100%	100%	100%
Occupational Therapy (self-reported on a survey)			100%	100%	100%	100%
Pharmacy (self-reported on survey)	100%	100%	100%	100%	100%	100%

Appendix C

Idaho State University –

Performance Measure 2.2.1 - Average Time to Complete Degree in Years

*Notes: This is methodology counts the number of years between the year a student first enters the university and the year the student is awarded a degree. The methodology is impacted by "stop-outs" between when the student first enters the university and when the student receives their degree.

Degree Type	FY11	FY12	FY13	FY14	FY15
Technical Certificate	4.69	4.56	3.90	3.97	5.22
Associate's	6.9	7.66	5.95	6.31	5.64
Bachelor's	8.27	8.02	8.09	7.58	6.05
Master's	5.92	6.42	5.91	5.45	4.73
Doctorate	6.48	7.11	6.58	5.68	5.76

Appendix D

Idaho State University – Retention Rates from Freshmen to Sophomore and Sophomore to Junior (fall-to-fall retention)

*Notes: The methodology used is all full-time and part-time degree-seeking freshmen and the number that re-enroll the next fall term. All full-time and part-time degree-seeking sophomores enrolled and the number that re-enroll the next fall term. The student classification (freshmen, sophomore, junior, and senior) is not considered on re-enrollment the next fall term, only if the student returned in the fall. Students that are awarded a degree between the fall-to-fall time period are counted as retained.

Class level	FY11	FY12	FY13	FY14	FY15
Freshmen to Sophomore					
Full-time	62.3%	62.3%	67.6%	69.0%	69.1%
Part-time	49.8%	45.3%	46.8%	47.2%	45.6%
Sophomore to Junior					
Full-time	77.8%	77.3%	78.7%	78.5%	77.9%
Part-time	60.0%	61.4%	58.8%	57.9%	55.3%

Note: The first-time full-time freshmen cohort is a subset of the total full-time freshmen in the table above.

Cohort	FY11	FY12	FY13	FY14	FY15
First-time Full-time Freshmen	62.1%	62.0%	62.1%	66.8%	71.3%

Appendix E

Idaho State University – Conservation and Energy Reducing Projects

*Notes: This is not an exhaustive list of conservation and energy reducing projects. The university has completed other projects like window replacements and HVAC upgrades/repair/replacement that makes ISU more energy efficient.

1. 2008-9: Purchased 5 electric vehicles for the grounds operations.

- Replaced fuel consumption of 5 gasoline powered pick-up trucks with electricity.
- Improved air quality surrounding academic buildings.
- Reduced noise pollution around surrounding residential and academic buildings.
- Saves on average 15.95 gal/day of gasoline.

2. 2010: Stopped burning coal at the heat plant.

- Eliminated transportation of 3000 tons of coal to the heat plant.
- Reduced emissions of sulfur dioxide, carbon monoxide, nitrogen oxide and many other volatile organic compounds (VOC) in to the environment by switching to natural gas.
- The heat plant runs more efficient on cleaner burning natural gas.
- Deleting the use of coal as a heating fuel has eliminated a problem of fugitive dust in the facility.

3. 2011: Bio-diesel production and increased recycling sustainability.

- Bio-diesel production begins with the idea to make recycling more sustainable by operating the recycling pick up vehicle on a clean renewable fuel.
- Processing waste cooking oil, produced by campus kitchens, into bio-diesel reduces emissions as compared to burning petroleum fuel.
- Bio-diesel is one of the EPA's preferred clean burning fuels, and is also a carbon neutral energy source.
- Facilities in partnership with the college of Technology's, Energy Systems Technology & Education Center (ESTEC) operate the production process together.
- Besides providing a clean source of power, the bio-diesel program is a marketing tool for attracting and retaining students. The processing unit is located in an enclosed mobile trailer that can be transported to high schools for demonstrating the science and opportunities at ISU.

Appendix E - continued

- Currently 5 to 10 gallons of waste cooking oil per week are collected from one kitchen, and processed into bio-diesel during the school sessions. The potential to collect oil from the other three kitchens are in the future plans.
- To date bi-diesel production has saved the purchase of approximately 160 gallons of petroleum fuel.

4. **2011-12**: The greater part of recycling is operated by the custodial department.

- Recycling reports 208 tons of recyclable material recovered around campus to date.
- Custodial is phasing in waterless urinals that use only one gallon of water every 3 months.

5. **2011-12:** Maintenance and operations.

- The maintenance department reports installation of 17 new water fountains that have the ability to re fill reusable water bottles.
- Has reduced the plastic waste steam comparable to 48,871 plastic water bottles.

6. **2011-12:** Energy Efficient Lighting Projects.

- Eight projects totaling 338,039 KWH in energy use reduction.
- Reduction in utility billing totaling $19,872.00 annually.

7. **2013-14:** Energy Efficient Lighting Projects.

- Quad Lighting project phase II, will reduce electrical energy by an additional 30,590 KWH.
- Custodial is piloting high-efficiency hand dryers which will eliminate the need for paper towels in restrooms.
- LED retro-fit kits for standard florescent lighting are being installed and tested for suitability.

7. **2014-15:** Energy sustainability projects.

- 100,000 watts of energy savings for changing wall packs and flood lights on exterior of buildings to LED lighting.
- 27,000 watts of energy savings for changing emergency exit signs to LED lighting.
- LED retrofit projects will save electricity at approximately 4 amps @ 120V per 4-tube fixture. Retro-fit work will continue as a stock of fixtures remains.

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LEWIS-CLARK STATE COLLEGE



STRATEGIC PLAN
FY 2017-2021

LEWIS-CLARK STATE COLLEGE

Connecting Learning to Life

STRATEGIC PLAN
FY 2017-2021

March 11, 2016

VISION

Lewis-Clark State College (LCSC) will fulfill the Idaho State Board of Education's vision of a seamless public education system by integrating traditional baccalaureate programs, professional-technical training programs, and community college and community support programs within a single institution, serving diverse needs within a single student body, and providing outstanding teaching and support by a single faculty and administrative team.

The college's one-mission, one-team approach will prepare citizens from all walks of life to make the most of their individual potential and will contribute to the common good by fostering respect and close teamwork among all Idahoans. Sustaining a tradition that dates back to its founding as a teacher training college in 1893, LCSC will continue to place paramount emphasis on effective instruction—focusing on the quality of the teaching and learning environment for traditional and non-traditional academic classes, professional-technical education, and community instructional programs.

As professed in the college's motto, "Connecting Learning to Life," instruction will foster powerful links between classroom knowledge and theory and personal experience and application. Accordingly, LCSC will:

- Actively partner with the K-12 school system, community service agencies, and private enterprises and support regional economic and cultural development
- Strive to sustain its tradition as the most accessible four-year higher-education institution in Idaho by rigorously managing program costs, student fees, housing, textbook and lab costs, and financial assistance to ensure affordability
- Vigorously manage the academic accessibility of its programs through accurate placement, use of student-centered course curricula, and constant oversight of faculty teaching effectiveness
- Nurture the development of strong personal values and emphasize teamwork to equip its students to become productive and effective citizens who will work together to make a positive difference in the region, the state, the nation, and the world.

MISSION

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

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

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

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

STRATEGIC PLAN
FY 2017-2021

Goal 1
Sustain and enhance excellence in teaching and learning.

Objective 1A.
Strengthen courses, programs, and curricula consonant with the mission and core themes of the institution.

Courses and programs will be assessed. The college will identify opportunities for improvement, expansion, and/or elimination of courses and programs; will foster closer collaboration and integration with the K-12 system; and will engage the local community and business leadership in the planning of current and future program offerings. The college will explore initiatives to improve student preparation and readiness to succeed in college level courses.

Timeline: FY 2017-2021 ongoing
Action: President, Provost and Vice Presidents, Director of Institutional Planning, Research and Assessment, Assessment Coordination Committee, Functional Area Assessment Committees, Division/Unit Assessment Groups

Progress: Based on LCSC's program prioritization process and in support of the President's Strategic enrollment initiative, all instructional programs have been reviewed for relevancy and efficiency. Several programs/certificates were eliminated due to low enrollments. New academic and professional-technical majors, minors, and certificates have been identified for inclusion in the SBOE's 5-year plan for FY17 and beyond. Summer School has been reworked to include a predictable menu of courses to enhance student progression. Dual Credit has been shifted to Academic Programs which will strengthen the relationship between the divisions, college faculty, and high school faculty. NACEP accreditation is in progress. All instructional programs continue to engage in annual assessments, and when applicable, in ongoing work related to specialized accreditation. During AY 15-16, the President and Provost met with many academic and professional-technical program Advisory Committees to learn how the college and programs can continue to meet local and regional industry needs.

Performance Measure(s):

Assessment submission
Benchmark: All units of the college will submit assessment documents that reflect genuine analysis and accurate reporting
Performance: 100% of units completed assessment (FY 2015)

First-time licensing/certification exam pass rates for professional programs
Benchmark: Meet or exceed national average
Performance: RN: LCSC 89%/National 83%, PN: 100%/82%, ARRT 100%/88% (FY 2015)

Percentage of responding LCSC graduates with positive placement
Benchmark: 95**%** of responding LCSC graduates will have positive placement
Performance: 92% (FY 2015)

Number of Idaho teachers who are certified each year by specialty and meet the Federal Highly Qualified Teacher definition
Benchmark: The percentage of first-time students passing the PRAXIS II will exceed 90%
Note: Given the changes made to the PRAXIS II exam, we are considering adjusting this benchmark to a more realistic one for our institution. PRAXIS II scores have gone down statewide.
Performance: 68% (FY 2015)

Median number of credits earned at completion of certificate or degree program
Benchmark: Associate- 69 (SBOE Benchmark) Bachelor - 138 (SBOE Benchmark)
Performance: Associate 101, Bachelor 140 (FY 2015)

Objective 1B.
Ensure the General Education Core achieves its expected learning outcomes.

The alignment of the General Education Core with institutional General Education goals and statewide General Education standards will be assessed. Cross-disciplinary communication and collaboration will improve faculty design and delivery of General Education Core courses. The college will ensure faculty with teaching assignments within the General Education Core understand institutional General Education goals.

Timeline: FY 2017-2021 (ongoing)
Action: Provost, Dean of Academic Programs, General Education Committee

Progress: All general education courses have been aligned with the new state competencies, and new courses will be approved on an ongoing basis. During summer 2015, assessment rubrics were drafted in support of general education assessment. Along with the Dean for Academic Programs, a team of faculty attended a general education assessment conference in fall 2015 to determine additional ways to enhance assessment practices. As a result of early assessment data, General Education assessment leaders are planning a summer retreat to strengthen and improve the General Education Capstone Seminar. The ETS Proficiency Profile is one measure of general education goals and outcomes, and is delivered every three years (spring 2017).

Performance Measure(s):

ETS Proficiency Profile critical thinking construct
Benchmark: LCSC will score at the 90th percentile or better of comparison participating institutions (Carnegie Classification-Baccalaureate Diverse) on the ETS Proficiency Profile critical thinking construct.
Performance: 88th percentile (FY 2014)
Note: ETS Proficiency testing takes place every three years. We will update this measure with FY2017 result when they are available.

Objective 1C.
Optimize technology-based course delivery, resources, and support services for students, faculty, and staff.

Equipment, software, and technological capabilities will be current and sufficient for student, faculty, and staff needs. Training in effective online course design and instruction for faculty will be strengthened.

Timeline: FY 2017-2021 (ongoing)
Action: Provost, Chief Technology Officer, Director of e-Learning Services, Data Advisory Committee, Instructional Technology Advisory Committee

Progress: LCSC has had a successful year using the Blackboard LMS managed hosting and outsourced Help Desk features. e-Learning Services provides basic operational tutorials for first-time online instructors and guides faculty in the use of Quality Matters principles and practices. The Teaching-Learning Center hosted numerous events during 2015 focused on pedagogy and best practices, including internal discussion groups and presentations by regional experts. The Dean for Academic Programs continues to provide course development stipends in support of the new Interdisciplinary degree options and other high demand programs. Ongoing enhancements include focus on ADA accessibility in online course delivery.

Performance Measure(s):

Annual end-of-term duplicated headcount for students enrolled in web, hybrid, and lecture/web-enhanced courses
Benchmark: 10,000
Performance: 8,780 (FY 2015)

Objective 1D.
Maximize direct faculty and student interactions inside and outside the classroom.

LCSC will maintain appropriate student-to-faculty ratios by providing adequate numbers of sections for high- demand courses and by keeping course capacities at appropriate levels. The college will seek to increase student participation and engagement in academic and non-curricular activities.

Timeline: FY 2017-2021 (ongoing)
Action: Provost, Vice President for Student Affairs, Director of Institutional Planning, Research and Assessment

Progress: Each semester the Dean for Academic Programs along with central advising staff, work to determine the appropriate number of needed course sections, particularly in first-year and general education areas. We continue to explore options for evening and weekend course sections and hybrid programming which could have a weekend component.

Students engage in many collaborative initiatives with faculty including Center for Arts and History events, presentations and competitions at regional conferences, the Research Symposium in Lewiston and Coeur d'Alene, INBRE poster sessions and conference events, campus presentations, informal activities, and field trips.

Performance Measure(s):

Student-to-faculty ratio
Benchmark: LCSC will maintain a 16 to 1 student-to-faculty ratio
Performance: 14 to 1 (FY 2015)

Number of students participating in undergraduate research
Benchmark: 400
Performance: 352 (FY 2015)

Objective 1E.
Recruit and retain a highly qualified and diverse faculty and staff.

The college will work to provide fair and competitive compensation for faculty and staff and will support increased opportunities for faculty and staff development. All faculty and staff pay will meet or exceed the median reported from peer institutions. Faculty development opportunities will be increased. Adjunct faculty pay will be increased.

Timeline: FY 2017-2021 (ongoing)
Action: President, Provost and Vice Presidents, Deans

Progress: The College continues to work toward faculty/staff compensation that aligns with peer institutions. In FY16, a state 3% change in employee compensation was distributed. Additional institutional dollars were used to address the most egregious salary gaps and to augment promotion increases. Adjunct pay was also increased by 3%.

In 2016, the college is moving away from a per head payment schedule for summer session where faculty often teach for very low wages, and instead align summer pay with the adjunct pay schedule. Each year the full (though modest) balance of Faculty Development funds, plus additional funds from the Office of the Provost, are distributed by a faculty peer committee (Faculty Affairs) in support of faculty research, professional presentations, or conference attendance. Higher Education Research Council (HERC) funds have been used to incentivize faculty and staff to submit external grant applications. Faculty development opportunities with stipends are available through the Teaching-Learning Center and course development is supported through Academic Programs.

Performance Measure(s):

Classified Staff (State of Idaho Classified Staff Pay Schedule)
Benchmark: Classified Staff pay will be 100% of State of Idaho Policy
Performance: 84.4% of staff meet or exceed 100% of policy (October 2015)

Instructional Personnel (Integrated Postsecondary Education Data System (IPEDS), Human Resources Report)
Benchmark: Compensation for instructional personnel will be 90% of the average of peer institutions by academic rank as reported by IPEDS
Performance: Mean faculty salaries are 87% of that averaged over peer institutions

Objective 1F.
Provide a safe, healthy, and positive environment for teaching and learning.

The college will increase the accessibility and safety of campus facilities and processes, expand wellness and healthy lifestyle participation, and foster a positive learning and working environment.

Timeline: FY 2017-2021 (ongoing)
Action: Vice President for Finance and Administration

Progress: In 2015 a totally renovated Silverthorne Theater was opened. This renovation was predicated on providing a fully accessible facility, including in the main theater, entrances, and greenrooms. During the summer of 2016, phase two of the ADA improvements to the interior sidewalk system will be completed. The project will continue to remove deteriorated brick walkways and replace with concrete. Designated sidewalk improvements and handicapped curb cuts will also be installed at that time. Additionally, an ad-hoc committee was formed to address ADA issues and concerns and to make recommendations to the college administration for needed improvements to campus and facilities. The committee is made up students, staff and faculty and is directed by the Director of Student Counseling and Disability Support Services and works in close coordination with the Campus Safety Committee. Finally, in the fall of 2015, design work started on a major multi-phased project to restore one of the older buildings on campus, Spalding Hall. The top priorities for the restoration are to improve accessibility and life safety by providing fire sprinklers throughout, create a third means of egress, upgrade existing building entrances so they meet ADA and fire code standards, upgrade mechanical and electrical systems and remove asbestos. The first phase of construction is planned to start in the Fall of 2017.

Performance Measure(s):

ADA compliance
Benchmark: Zero ADA-related discrepancies noted in annual Division of Building Safety (DBS) campus inspection (and prompt action to respond to any such discrepancies if benchmark not achieved)
Performance: Benchmark achieved—no ADA-related write-ups in 2015 DBS inspection

Wellness Programs
Benchmark: Provide information and updates to all College employees on wellness activities at least 10 times each Fiscal Year
Performance: 16 wellness updates provided to each employee (FY 2015)

Goal 2
Optimize student enrollment and promote student success.

Objective 2A.
Marketing efforts will focus on clearly identified populations of prospective students.

The college will establish a brand identity for advertising and marketing. It will expand outreach to students seeking a residential college experience and to potential students who do not think they need college, do not think they can succeed in college, or do not think they can afford college. The college will increase its recruiting efforts for non-traditional students, strengthen its support of community college transfer students, and establish enrollment targets for out-of-state and international students. The college will leverage dual credit programs as a means to connect with high school students and invest in scholarships to strategically grow enrollment.

Timeline: FY 2017-2021 ongoing
Action: Vice President for Student Affairs, Director of College Communications, Director of New Student Recruitment, Director of International Programs

Progress: The College has made substantial progress in its marketing and advertising efforts. A new Director of College Communications has been hired. In his first months on the job, he published a style guide and has promoted consistency in the college's marketing messages and logos. The college has significantly expanded its outreach to traditional students throughout Idaho, Eastern Oregon, Eastern Washington, and Northern Nevada. The demand for a residential experience has grown such that a new residence hall is being planned. In the Fall of 2015, the college offered a course intended to introduce non-traditional students to on-line education. The president of the college initiated a new enrollment planning process, which addresses strategies for enticing adult learners to enroll at LCSC and also outlines strategies for enticing the college's dual credit students to enroll as degree-seeking students.

Performance Measure(s):

High school students participating in concurrent enrollment programs (headcount and total credit hours)
Benchmark: Annual Enrollment – 2,000 Annual Total Credit Hours – 8,000
Performance: 1,750; 8,071 (FY 2015)

Scholarship dollars awarded per student FTE
Benchmark: $1,950
Performance: $2,289 (FY 2015)

Objective 2B.
Retain and graduate a diverse student body.

LCSC will implement a student success course to enhance academic skills, impart post-secondary values and expectations, and coach students during their first semester. The course will supplement other curricular and advising reforms targeted towards students who place into Math and English courses below core levels.

Timeline: FY 2014-2017
Action: Provost, Vice President for Student Affairs, Dean of Academic Programs

Progress: A 3-credit student success course, ID 140, was approved by the faculty senate and has been taught for 4 semesters. The retention rates for the students required to take the class have shown to be slightly above the retention rate for the general population but, due to concerns about the sustainability of the course (e.g., financial, faculty) and concerns from academic leadership about the academic rigor the course, it has been discontinued effective Fall 2016. In its place, the college will expand its orientation program to include instruction for all new-entering, full-time, degree-seeking students throughout their initial semester. The courses that will be used are SD 107 and SD 307.

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The college will continue the implementation of a centralized advising model to serve incoming freshmen and implement an advising assessment tool that students will complete during the course registration process. Student Affairs will develop pre-admission programs, including financial literacy, to help prospective students and their families prepare for college.

Timeline: FY 2014-2018 (ongoing)
Action: Vice President for Student Affairs

Progress: Centralized Advising continues to serve all new-entering freshmen and transfer students who have not completed their core math and English requirements. Additional support for new advisees comes from the recently created First-Year Experience program, which focus on prescriptive advising and follow-up for students who have a greater risk of attrition.

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LCSC will continue to leverage the Center for Teaching and Learning to support and share improvements in teaching, assessment, and curriculum development.

Timeline: FY 2017-2021 (ongoing)
Action: Provost, Vice President for Student Affairs

Progress: The Teaching-Learning Center has been fully functional for one year, with a full-time LCSC Professor serving as Director. Over the past year, the TLC has facilitated faculty development and weekly discussion events related to experiential and active learning, online teaching, and writing and research across campus. The TLC has also hosted invited regional speakers to discuss equity in the classroom and tools for student engagement. Four faculty learning communities which have included teachers from the local school district, have developed and implemented strategies for enhancing student success in the classroom. These faculty have presented their work at the annual Research Symposium and through other modes of communication. Teachers from the local school district are also currently collaborating with LC faculty on integration of high impact practices into K-12 science classrooms.

Performance Measures:

(SBOE system-wide performance measure)
Total degree production (undergraduate)
Benchmark: 800
Performance: 771 (FY 2015)

(SBOE system-wide performance measure)
Unduplicated headcount of graduates and percent of graduates to total unduplicated headcount (split by undergraduate/graduate).
Benchmark: 700; 12%
Performance: 713; 15% (FY 2015)

(SBOE system-wide performance measure)
Unduplicated headcount of graduates over rolling 3-year average degree-seeking FTE (split by undergraduate/graduate).
Benchmark: 25%
Performance: 713/2,973; 24% (FY 2015)

(SBOE system-wide performance measure)

Total full-time new and transfer degree seeking students that are retained or graduate the following year (excluding death, military service, and mission) (split by new and transfer students)
Benchmark: 70%
Performance – New Students: 304/474 = 64% (FY 2015)
Performance – Transfer Students: 141/202 = 70% (FY2015)

First-year/ full-time cohort retention rate
Benchmark: 60%
Performance: 61% (FY 2015)

The number of degrees and certificates awarded per 100 FTE undergraduate students enrolled
Benchmark: 24
Performance: 26 (FY 2015)

First-year/ full-time cohort 150% graduation rate
Benchmark: 35%
Performance: 27% **(FY 2015)**

Objective 2C.
Maximize student satisfaction and engagement.

The college will conduct student satisfaction surveys on an annual basis and participate in the National Survey of Student Engagement (NSSE) every three years. The college will also conduct an internal analysis to identify areas for improvement in the student enrollment cycle and academic cycle. The college will expand infrastructure to entice students to reside on campus and, with the input and guidance of student government, will support a wide variety of social and academic student activities.

Timeline: FY 2017-2021 (ongoing)
Action: Vice President for Student Affairs, Director of Institutional Planning, Research and Assessment

Progress: The College has established a student survey schedule. In cooperation with Institutional Planning, Research, and Assessment, Student Affairs staff will develop a new survey to be issued to LCSC students in late April of 2016 in order to continue to assess students' satisfaction with services, programs, and extra-curricular activities. In addition, the college issues a survey to freshmen shortly after they have begun their courses in order to determine their concerns and interests. LCSC also participates in the American College Health Association's National College Health Assessment, which provides data about student's concerns, as well as the National Survey of Student Engagement (NSSE). These data are being used to shape the content of the student success programming referenced in the first update for Objective 2B.

Performance Measure(s):

National Survey of Student Engagement (NSSE)
Benchmark: 90% of LCSC students will be satisfied
Performance: 89% (FY 2014)
Note: We will administer NSSE again in FY 2017.

Goal 3

Strengthen and expand collaborative relationships and partnerships.

Objective 3A.
Increase volunteer, internship, and career placement opportunities.

The college will foster, promote and track student internship opportunities within each division, determine local business and industry needs through periodic surveys or professional forums, and leverage campus expertise to build and maintain relationships with local business and industry. All matriculated students will serve as volunteers and/or interns as part of their educational program.

Timeline: FY 2017-2018
Action: Provost, Deans

Progress: Many students participate in internships as a required component of their educational programs. Hiring an Internship Coordinator continues to be a goal of Academic Affairs. In fall 2015, the Work Scholars program was introduced. This program pairs eligible students with an on or off campus work experience, which includes mentoring and active advisement by the supervisor and Program Director. A total of 20 spaces are available, with more industry supported slots in progress. Service Learning continues in many campus courses and is required of Work Scholars. The Teaching-Learning Center is developing a campus wide Service Learning plan.

Performance Measure(s):

Number of students participating in internships
Benchmark: 800
Performance: 743 (FY 2015)

Objective 3B.
Collaborate with relevant businesses, industries, agencies, practitioners, and organizations for the beneficial exchange of knowledge and resources.

The college will continue to utilize and market an inventory of faculty expertise that committees and boards of local organizations may draw upon. Faculty and staff will actively participate in statewide development of processes and systems to strengthen K-20 partnerships. LCSC will foster, promote, and support student, faculty, and staff research or other projects that benefit the community and region. LCSC will increase Workforce Training efforts.

Timeline: FY 2017
Action: Provost, Dean of Community Programs and Governmental Relations, Director of Grants and Contracts

Progress: Faculty in the Teacher Education Preparation program are actively engaged in partnerships with our K-12 community school partners. External grant dollars have been received to facilitate professional development opportunities with our K-12 partners related to math and science education (TESLA and IRMC). In addition, further collaboration between LCSC faculty and local school districts has focused on the integration of mobile technologies (i.e. iPads) into classroom learning. Faculty are involved in a number of research initiatives that benefit the region (e.g., through EPSCOR: nitrate levels in Hells Canyon, health of Tammany Creek in Hells Canyon, and monitoring water quality in the Lewiston-Clarkston Valley). The Research Symposium which provides a forum for the

dissemination of student and faculty research, continues to be a successful event on the campus as well as at the Coeur d'Alene Center.

LCSC's Workforce Training Center collaborate with regional partners to provide entry level, upgrade, and industry-specific professional technical and safety training to meet individual and business/industry needs, including Idaho State employees throughout Idaho Educational Region II. Job related training (pre-employment or job skill upgrade) includes, but not limited to: apprenticeship(s), custom/contract, and short-term, industry specific training

Performance Measure(s):

Number of adults (duplicated) enrolled in workforce training programs
Benchmark: 4,000
Performance: 3,471 (FY 2015)

Objective 3C.
Increase cooperation and engagement of alumni for the advancement of the college.

LCSC will invite alumni to participate in ongoing networking activities and campus events, create an alumni mentorship program for students, and incorporate alumni presence and testimonials in institutional advertising campaigns and recruiting efforts.

Timeline: FY 2017-2021 (ongoing)
Action: Director of College Advancement, Director of Alumni and Community Relations, President of the LCSC Alumni Association

Progress: The LCSC Alumni Association is increasingly aware of the vital role it plays in the life of the College. More alumni are participating in the mentoring program and engaging with current students, volunteering for alumni committees and programs, and attending local and regional events. We have four active alumni chapters and in 2015 created an international group so that alumni can connect with each other throughout the world. This year the LCSCAA played a major role in hosting LC's first homecoming event in 38 years.

Performance Measure(s):

Number of Alumni Association members
Benchmark: 15,000
Performance: 16,009 (FY15)

Objective 3D.
Advance the college with community members, business leaders, political leaders, and current and future donors.

The college will invite local community and business leaders to participate in college activities and arrange for current students and alumni to meet with key individuals to promote the benefits of higher education and the needs of LCSC. LCSC will create opportunities for business and political leaders and future donors to engage in learning sessions with current students.

Timeline: FY 2017-2021 (Ongoing)
Action: President, Provost and Vice Presidents, Deans, Director of College Advancement, President of the LCSC Foundation

Progress: To more fully engage with the campus community, the LCSC Foundation Board of Directors routinely invites departments to give presentations and tours during Board meetings. This provides the Board with opportunities to learn about funding needs, program goals, and volunteer opportunities. This interaction has provided the Foundation Board with a better understanding on how donations and community engagement can enhance campus life for students, staff and faculty at LCSC. The Foundation hosts annual events such as the Scholarship Luncheon and President's Circle which allow key stakeholders to engage with scholarship recipients and learn about institutional goals and objectives.

The Foundation Board has approved a portion of the organizational budget for marketing efforts to better educate the community on the function of the Foundation and ways to get involved. The LCSC Foundation and its Board actively participate in: Rotary, Kiwanis, LCV Chamber of Commerce, Women's Connection, Governmental Affairs Council, Clearwater Estate Council, Nez Perce County Democrats, Nez Perce County Republicans, and a variety of Governor appointed Commissions.

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LCSC will continue to strengthen its relationship to the local community through promotion of the National Association of Intercollegiate Athletics Champions of Character student-athlete program

Timeline: FY 2017-2021 (ongoing)
Action: Athletic Director

Performance Measure(s):
Benchmark: Annually meet National Association of Intercollegiate Athletics (NAIA) Five Star Champions of Character criteria
Performance: Met criteria (FY 2015)

Goal 4

Leverage resources to maximize institutional strength and efficiency.

Objective 4A.
Allocate and reallocate funds to support priorities and program areas that are significant in meeting the role and mission of the institution.

Budget and assessment instruments will provide clear links to the strategic plan. Information regarding existing and expected financial resources and targeted priorities will be readily available.

Timeline: FY 2017-2021 (ongoing)
Actions: President, Provost and Vice Presidents, Deans, Chair of Faculty Senate

Progress: Presidential Planning Guidance (PGs) and Unit Action Plan templates and procedures were revamped prior to the Fall 2015 planning and budgeting cycle to reflect the new LCSC strategic plan and included initiatives identified through the Program Prioritization Process (PPP) for review and improvement. Unit Action Plan proposals were directly tied to the new strategic plan. A new Institutional Assessment Plan was developed to reflect the strategic plan, and PPP guidelines were embedded in an expanded program assessment process. All planning and assessment reference materials and plans/reports were posted on the LCSC intranet for the Fall 2014 and Spring 2015 planning, budgeting, and assessment cycles. Strategic Plan priorities and budget plans were briefed by the President to faculty, staff, students and other key stakeholders. Budgets, strategic plan documents, annual performance measures reports, and assessment documents—directly linked to the overall strategic plan—are readily available.

Performance Measure(s):

(SBOE system-wide performance measure)
Cost per credit hour – Financials divided by total weighted academic credit hours from the EWA report and unweighted professional-technical hours from the PSR1 (new calculation)
Benchmark: $400 (*Preliminary, reflects the SBOE strategic plan benchmark)*
Performance: $497 (FY 2015)

Objective 4B.
Assess and modify organizational structure and institutional processes to ensure the most effective use of resources.

LCSC will review current organizational structure and implement modifications to streamline processes and enhance communication.

Timeline: FY 2017
Action: President, Provost and Vice Presidents, Faculty Senate, Professional Staff Organization, Classified staff Organization

Progress: The College continues to explore ways to improve organizational structure and implement changes to allow processes to be more efficient and effective. Examples include the expansion of the Grants and Contracts Office reporting to the Vice President for Finance and Administration and the reassignment of support accounting and reporting duties to the Controller's Office for the Foundation reporting. Program assessment and Program Prioritization continue to be addressed in a Division/Department Assessment Committee and Functional Area Assessment Committee process which engages units and personnel across the college.

Performance Measure(s):

(SBOE system-wide performance measure)
Efficiency – Graduates (of at least 1-year or more) and degree completions per $100,000 of financials
Benchmark: 2
Performance: 1.6 (FY 2015)

Objective 4C.
Continuously improve campus buildings, grounds, and infrastructure to maximize environmental sustainability and learning opportunities.

The college will assess and update the Campus Facilities Master Plan on an annual basis, with priority given to classrooms and teaching. The college will implement building maintenance initiatives to increase energy efficiency, use of green technology, and recycling.

Timeline: FY 2017-2021 (ongoing)
Action: Provost, Vice President for Finance and Administration

Progress: A new Campus Facilities Master Plan was developed to reflect the new LCSC strategic plan and went into effect in July 2013. Classroom refurnishing and carpeting projects continued during FY 2014 and FY 2015. As of December 2015, the State has authorized over $3 M in alteration and repair projects on campus. The College completed a renovation of the Childcare Building providing

new space for the Early Childhood Development program. Funds from the State were combined with institutional funds to start the renovation of Spalding Hall, an academic office building. This project is scheduled to start in Fiscal Year 2016 with the first phase to be completed in the Fall of 2017. The College has also initiated planning for a multi-purpose playfield and is in the initial planning stage of a Living and Learning Center that will house academic and student affairs programs along with a residence hall for up to 150 students.

Objective 4D.
Create a timetable for the sustainable acquisition and replacement of instruments, machinery, equipment, and technologies and ensure required infrastructure is in place.

LCSC will create an inventory schedule of campus physical resources that includes lifespans, maintenance contracts, and estimated replacement dates, and will update the schedule on an annual basis. The college will develop a campus-wide funding plan for maintenance and replacement of resources.

Timeline: FY 2017-2021 (ongoing)
Action: Provost, Vice President for Finance and Administration

Progress: LCSC's capital equipment has been inventoried and, using the value of these assets and the depreciation schedules based on the useful life spans of the various equipment categories, the college submitted capital replacement requests to the Legislature for the FY 2015 and FY 2016 state budgets. The college received $825,700 in FY 2016 to be used for equipment replacement, with a majority of those funds being dedicated to central technology equipment and software. The College was successful in providing funds for the standing reserve for unplanned contingencies for central technology systems and classroom technology. A capital equipment replacement funding mechanism has also been established within the Student Union operating budget to address planned or emergency replacement of high-cost equipment used by dining services and replacement of equipment and furniture in public areas of the building.

Objective 4E.
Identify and secure public and private funding to support strategic plan priorities.

Faculty and staff capacity to secure external funding will be strengthened by supporting grant writing efforts at both the departmental and institutional level. LCSC will collaborate with public and private stakeholders to generate the resources necessary to expand facilities and programs and will broaden communication and outreach to connect the entire college community to the LCSC Foundation and evolving fundraising initiatives.

Timeline: FY 2017-2021 (Ongoing)
Action: President, Provost and Vice Presidents, Director of College Advancement, President of the LCSC Foundation, Director of Grants and Contracts

Progress: LCSC's total General Education and Professional-Technical budget increased from FY 2015 to FY 2016 by nearly $2.8 million to $37,017,256, and shows an encouraging trend of support from the State of Idaho compared to recent years. The Grants Office was reorganized in 2014 to combine all grant pre-award and post-award activities within a single shop. Training of new grant writers and unit supervisors continues. In 2015, an incentive program was implemented that provided a series of rewards for writing and successfully obtaining grant funds. At the end of FY 2015, the college had over 64 active grants worth over $5.2 million. As of December 30, 2015 the college had active grants worth more than $5.5 million. In College Advancement the LCSC Foundation's total assets reached an all-time high of over $7.8M at the end of calendar year 2015.

Performance Measure(s):

Institution funding from competitive grants
Benchmark: $2.0M
Performance: $2.3M (FY15)

LCSC Capital Campaign
Benchmark: $12M
Performance: $13.6M (FY15)

LCSC Consolidated Financial Index (CFI)
Benchmark: 3.0
Performance: 5.57

Lewis-Clark State College FY 2017-2021 Appendix 1

Goal 1 - Sustain and enhance excellence in teaching and learning					
Performance Measure	**FY 2012**	**FY 2013**	**FY 2014**	**FY 2015**	**Benchmark**
Objective 1A: Strengthen courses, programs and curricula consonant with the mission and core themes of the institution					
Assessment submission	85%	97%	98%	100%	**All units of the college will submit assessment documents**
First-time licensing/certification exam pass rates	NCLEX RN 89% (National Average=90%)	NCLEX RN 92% (National Average=91%)	NCLEX RN 95% (National Average=84%)	NCLEX RN 89% (National Average=83%)	**Meet or Exceed National Average**
	NCLEX PN 86% (National Average=84%)	NCLEX PN 100% (National Average=85%)	NCLEX PN 75% (National Average=85%)	NCLEX PN 100% (National Average=82%)	**Meet or Exceed National Average**
	ARRT 100% (National Average=93%)	ARRT 92% (National Average=90%)	ARRT 100% (National Average=89%)	ARRT 100% (National Average=88%)	**Meet or Exceed National Average**
Percentage of LCSC graduates with positive placement	87%	92%	95%	92%	**95%**
Number of Idaho teachers who are certified each year by specialty and meet the Federal Highly Qualified Teacher definition	PRAXIS II 90%	PRAXIS II 93%	PRAXIS II 83%	PRAXIS II 68%	**90%**
Average number of credits earned at completion of certificate or degree program	Associate 107	Associate 102	Associate 94	Associate 109	**Associate 70**
	Bachelor 148	Bachelor 147	Bachelor 148	Bachelor 146	**Bachelor 130**
Objective 1B: Ensure the General Education Core achieves its expected outcomes.					
ETS Proficiency Profile Critical Thinking Construct [1]			88%		**90% or better of comparison participating institutions**
Objective 1C: Optimize technology-based course delivery, resources, and support services for students, faculty, and staff.					
Fall end of term duplicated headcount for student enrolled in web and hybrid courses	7,945	7,726	8,726	8,780	**10,000**
Objective 1D: Maximize direct faculty and student interactions inside and outside the classroom.					
Student to teacher ratio	16:1	16:1	16:1	14:1	**16:1**
Number of students participating in undergraduate research	237	268	284	352	**400**
Objective 1E: Recruit and retain a highly qualified and diverse faculty and staff.					
State of Idaho Classified Staff Pay Schedule [2]	81.7%	80.9%	81.2%	84.4%	**100% of Policy**
Instructional Personnel-Integrated Postsecondary Education Data System (IPEDS) Data Feedback Report[3]	87%	86%	89%	87%	**100% of Average of Peer Institutions all Academic Rank**
Objective 1F: Provide a safe, healthy, and positive environment for teaching and learning					
ADA Compliance			0	0	**Zero ADA-related discrepancies**
Wellness Programs			12	16	**Provide info and updates to employees 10 times each FY**

Goal 2 - Optimize student enrollment and promote student success					
Performance Measure	**FY 2012**	**FY 2013**	**FY 2014**	**FY 2015**	**Benchmark**
Objective 2A: Marketing efforts will focus on clearly identified populations of prospective students.					
Credit hours of high school students participating in concurrent enrollment programs	6,972	8,312	7,963	8,071	**8,000**
Headcount of high school students participating in concurrent enrollment programs.	1,805	1,797	1,959	1,750	**1,500**
Scholarship dollars per FTE	$1,728	$1,831	$2,142	$2,260	**$1,950**
Objective 2B: Retain and graduate a diverse student body.					
Total degree production and headcount (undergraduate)*	773/ 712	688/ 652	739/ 675	771/713	**800**
Unduplicated headcount of graduates and percent of graduates to total unduplicated headcount (split by undergraduate and graduate)*	712/ 12%	652/ 11%	675/12%	713/15%	**700/12%**
Unduplicated number of graduates over rolling 3-year average degree-seeking FTE (separated by undergraduate/graduate)	712/ 2762 26%	652/ 2812 24%	675/ 2756 25%	713/2973 24%	**25%**
Total full-time new and transfer students that are retained or graduate the following year (exclude death, military service, and mission)(split by transfer and new freshmen)*	New Freshmen 197/416 47%	New Freshmen 203/341 60%	New Freshmen 167/280 60%	New Freshmen 304/474 64%	**70%**
	Transfer 162/253 64%	Transfer 182/234 78%	Transfer 141/200 71%	Transfer 141/202 70%	**70%**
First-time full-time degree-seeking freshman retention rate	57%	51%	61%	61%	**60%**
Total certificates and degrees conferred and number of undergraduate certificate and degree completions per 100 (FTE) undergraduate students enrolled.	23	22	25	26	**24**
First-time/full-time cohort 150% graduation rate	31%	30%	27%	27%	**35%**
Objective 2C: Maximize student satisfactions and engagement.					
NSSE-National Survey of Student Engagement[4]			89%		**90% LCSC Students Satisfied**

Goal 3 - Strengthen and expand collaborative relationships and partnerships					
Performance Measure	**FY 2012**	**FY 2013**	**FY 2014**	**FY 2015**	**Benchmark**
Objective 3A: Increase volunteer, internship, and career placement opportunities.					
Number of students participating in internships	698	654	655	743	**800**
Objective 3B: Collaborate with relevant businesses, industries, agencies, practitioners, and organizations for the beneficial exchange of knowledge.					
Number of adults (duplicated) enrolled in workforce training programs	3,627	3,659	3,533	3,471	**4,000**
Objective 3C: Increase cooperation and engagement of alumni for the advancement of the college.					
Number of Alumni Association members	12,726	13,301	13.904	16,009	**15,000**

Goal 4 - Leverage resources to maximize institutional strengths and efficiency					
Performance Measure	**FY 2012**	**FY 2013**	**FY 2014**	**FY 2015**	**Benchmark**
Objective 4A: Allocate and reallocate funds to support priorities and program areas that are significant in meeting the role and mission of the institution.					
Cost per credit hour - Financials divided by total weighted undergraduate credit hours from the EWA report.*	$409	$467	$471	$497	**$400**
Objective 4B: Assess and modify organizational structure and institutional processes to ensure the most effective use of resources.					
Efficiency - Graduates (of at least 1-year or more) and degree completions per $100,000 of financials*	1.5	1.4	1.5	1.6	2

*** Indicates SBOE System-wide performance measures**

Notes:

1. This test is administered every 3 years. LCSC Mean Critical Thinking score for 2014 was 114.55 which places us in the 88 percentile and means that 88% of institutions who used this exam had a mean score lower than LC per the ETS Proficiency Profile Comparative Data.

2. These values represent the percentage of individuals in this class who are making 90% of policy.

3. The percentages for faculty represent LCSC's weighted average 9-month equivalent salary divided by the weighted average 9-month equivalent salary of LCSC's peer institutions.

4. Reflects the overall percentage of students satisfied with LCSC. This survey is administered every 3 years.

Key External Factors Appendix 2

Academic Year 2014-2015 Data: Student headcount for the fall semester was 4,304 and the full-time equivalent enrollment was 2,958. The college employed 182 faculty, 84 adjunct faculty, 151 professional staff, and 133 classified staff.

Growth: The Idaho State Board of Education has directed the higher education institutions under its supervision to double the proportion and number of Idahoans (25 to 34 year old cohort) with a college certificate or degree by 2020. The following factors will affect LCSC's output:

LCSC is essentially an open-access institution—reducing admission standards likely would not generate significant numbers of new students. As LCSC reaches out to encourage college participation by underserved segments in Idaho's population, the average level of college-preparedness of the student body is likely to decrease, and the level of support needed for students is likely to increase.

The current demographic trends in Idaho foretell growth in the number of secondary students, with significant growth in the Hispanic population. Thus, output of the K-12 pipeline may lead to an increase in enrollment at LCSC, perhaps to begin during the five-year planning window. Additionally, LCSC may be able to increase the number of high school graduates who elect to enroll in college, taking into account that Idaho's current participation rate, less than 50%, is one of the lowest in the nation.

Currently, unemployment in Idaho is low. Strategically, this means it is unlikely that systemic structural unemployment rates will be a major driver of additional students applying to LCSC before the end of the five-year planning horizon. In fact, improving employment rates in Idaho have reduced the applicant pool in PTE programs as workers enter or re-enter the work force as the effects of the recession have eased.

Infrastructure: Currently-available facilities, or a modest expansion thereof, are sufficient to support an increase in on-campus students proportionate to LCSC's share of the State Board of Education's 60% goal. Classroom and laboratory utilization rates have sufficient slack time throughout the day and week to absorb an estimated 50% or more increase in student enrollment. Within the course of the five-year planning window, the college, if necessary, could increase faculty and staff office space and student housing. If the combined impact of LCSC action strategies to increase enrollment, improve retention, and increase program completion rates were to double the historical rate to 6% per year, the main campus student population would increase 50 percent by 2020—a level which, with good planning, could be accommodated by the current physical infrastructure.

Unlike the situation on the Normal Hill campus, infrastructure is a major limiting factor for LCSC's Coeur d'Alene operations. The joint facility to serve LCSC, North Idaho College (NIC), and University of Idaho students and staff on the NIC campus has been funded. The new facility could be opened toward the end of the current five-year planning window. Infrastructure at the other LCSC outreach centers is estimated to be sufficient to support operations over the next five years.

Deferred maintenance needs over the course of the five-year planning window are estimated at roughly over $20 million for alteration and repair of existing facilities. Recent momentum in addressing HVAC and roof repairs needs to be sustained, but will depend primarily on availability of Permanent Building Fund dollars.

Over the past decade several major capital projects to expand facilities on the main campus have been completed (e.g., Activity Center, Sacajawea Hall, new parking lots, upgrades of Meriwether Lewis Hall and Thomas Jefferson Hall). For the main campus, LCSC's strategy for five-year planning window is to focus on upgrades of existing facilities; however, because the available student housing units are currently at maximum capacity the feasibility of building and new student resident hall is being evaluated.

Classroom capacity is sufficient to sustain current and projected enrollment levels for brick-and-mortar classes. Increased enrollment will necessitate scheduling adjustments that spread classes throughout day, evening, and weekend hours. Utility costs of extended class hours would increase marginally, but overall efficiency of facility operations would increase with the reduction of slack hours.

Recent efforts have increased the number of classroom seats and modernized classrooms and labs. Nevertheless, continued efforts are needed to modernize the classroom and lab infrastructure (teaching technology, lighting, furniture, acoustical treatments, and flooring).

On-campus and neighborhood parking is adequate to sustain employee and student operations. The college has acquired property on the perimeter of the Normal Hill campus to accommodate additional parking (or facility construction) when needed. Parking options for LCSC's downtown facilities are more limited and cooperation with the city and local merchants will be needed if main street operations continue to expand.

Recent office space modernization efforts need to continue over the five-year planning window. In the event of growth of faculty and staff beyond current levels, additional office space could be provided through conversion of rental housing units and/or conversion of older residential hall space into modern offices.

A major vulnerability continues to be the lack of redundant capabilities for heating and cooling of major buildings—almost every major structure is dependent upon a single source of HVAC. The main campus needs a loop to interconnect multiple facilities and provide a backup in the event of single-point failure. Use of energy-saving incentive dollars and cooperative projects with external entities could help fund these improvements.

Personnel: While the current physical infrastructure of LCSC (with the exception of the Coeur d'Alene Center) is sufficient to support the increased output envisioned by the Idaho State Board of Education, this is not the case with respect to faculty and staff. Although class sizes could be increased in some upper division courses, many lower division courses and some professional courses are already up against faculty-student ratio limits imposed by specialized accreditation agencies and could not significantly expand without concomitant expansion of faculty and supporting staff. Faculty and staff workload levels at LCSC are high compared to other higher education institutions. An expanded LCSC student population will require ratios at least as low as current levels. Based on peak hiring periods over the past decade, funding an expansion spread over the next five years is technically feasible, but would require careful planning and coordination.

While increased utilization of distance learning technology could alleviate stress on the physical infrastructure, it is not the critical factor limiting expansion. While in some cases learning technology may enhance the effectiveness of course delivery and student success, it does not reduce the need for student-faculty interaction or significantly increase the desirable maximum ratio of students to faculty members. The current student to faculty ratios for academic and professional courses (15:1, and 8:1, respectively)

may not be at a maximum level; the course delivery mode, however, is probably not the primary factor in establishing the ideal balance as we seek to maintain high levels of faculty-student engagement and interaction.

Economy and the Political Climate: Many factors and trends will have a major impact on LCSC strategies to achieve its goals and objectives over the five-year planning window.

Funding for higher education has been used as a rainy day reserve to support other state operations, most notably K-12, during economic downturns. There has been limited enthusiasm among Idaho policy makers to restore pre-crisis levels of funding to higher education, but progress has been made.

Over the past 2 years, the state has provided funding to cover some maintenance of current operation costs (replacement of capital items and employee salaries) and has funded some LCSC line-item budget requests to support increased enrollment, including LCSC's Complete College Idaho request that directly supports State Board of Education goals.

Employee salary levels at LCSC are significantly lower than those at peer institutions. Increases in employee compensation has been funded during the past 2 years - half of the cost of those increases were transferred by state policymakers to student tuition.

There is no interest in providing funding to support the State Board-assigned community college function for LCSC and ISU. There has been strong political support to expand concurrent enrollment programs to enable completion of college-level coursework while students are still in high school; however, there has been no support for funding directed to higher education for this purpose. The dual impacts of community college expansion and in-high school programs erode for LCSC the probability of future revenues for lower-division courses.

The relative financial burden borne by students for college costs has dramatically shifted, with student tuition and fees now nearly equal to the general fund appropriation. Notwithstanding the facts that reduced state support has necessitated tuition increases to sustain higher education operations and that Idaho tuition rates remain well below regional and national averages, state policymakers are reluctant to support additional tuition increases.

Students in Idaho and across the nation have become more dependent upon federal financial aid to pay for college, and increased student debt load and default rates have caused consternation among policymakers. Federal funding available for higher education has been reduced in some cases and new policy restrictions aimed at curbing operations of for-profit higher education enterprises have inflicted collateral damage on public college operations.

Economic and population growth within LCSC's local operating area, Region II, has been flat. The highest growth rates in the state have been focused in southern Idaho and the northern panhandle. LCSC is increasingly reliant on a statewide market.

Implications for Lewis-Clark State College: The College cannot depend upon major infusions of state-appropriated dollars to fund growth and new initiatives during the next five years. The primary sources of funding for strategic initiatives will be reallocation of current funds and utilization of student tuition and fee dollars. The primary engine for funding growth is increased tuition from students as a result of

increased enrollment (higher accessions, increased retention) with tuition rate increases likely to be restricted by policymakers.

LCSC needs to continue to build its grassroots support within the region and throughout the state to increase awareness of its unique strengths and its support of the values of Idaho's citizens. Strong support of students, parents, alumni, community members, and businesses is essential to undergird the tangible support provided to LCSC by Idaho policymakers.

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COLLEGE OF SOUTHERN IDAHO STRATEGIC PLAN 2017-2021

OUR VISION

To improve the quality of life of those impacted by our services.

OUR MISSION

To provide quality educational, social, cultural, economic, and workforce development opportunities that meet the diverse needs of the communities we serve.

DEFINITIONS OF MISSION TERMS

"Provide quality…opportunities that meet…the diverse needs": **This phrase is operationally defined within the document. Demonstration of mission fulfillment is based upon our ability to meet the performance indicators, benchmarks, and targets established in this document. These have been created to establish standards of quality that can be regularly assessed to ensure that we are providing quality opportunities that meet the diverse needs of the communities we serve.**

"Educational": **Relating to activities typically encompassed by teaching and learning.**

"Social": **Relating to the welfare of human beings as members of society.**

"Cultural": **Relating to the customs, traditions, and values of a society.**

"Economic": **Relating to economic development and economic welfare.**

"Workforce Development": **Relating to the training of a qualified workforce.**

"Communities we serve": **The communities we serve include the diverse populations of students, employees, and community members impacted by the college. These communities can be organized in many different ways. They include those living in our eight county service area as well as those who interact with the college from afar. They can also be organized by any number of demographic characteristics which transcend geographical boundaries.**

DEFINITIONS OF PLAN TERMS

Core Themes/Goals: **Individually, core themes manifest the essential elements of our mission and collectively they encompass the mission. They represent the broad themes that guide planning processes designed to lead to mission fulfillment.**

Objectives: **Planning goals contained within each core theme that collectively lead to fulfillment of the core theme.**

Strategies: **Specific action items contained within each objective that guide the college toward fulfillment of the objective.**

Performance Measure Indicator: **A quantitative or qualitative indicator used to measure progress in meeting strategies, objectives, core themes, and ultimately, mission fulfillment.**

Critical Success Activity: **A specific action item that must be completed in order to reach fulfillment of a strategy, objective, or core theme.**

Benchmarks/Targets: **Targets established by the college in an effort to assess achievement, track progress over time, and set goals for improvement.**

Core Theme/Goal 1: Community Success

As a community college, we are committed to responding to the diverse needs of the communities we serve and to taking a leadership role in improving the quality of life of the members of those communities.

- **Objective #1: Strengthen the social fabric in the communities we serve**
- **Objective #2: Cultivate economic partnerships across the communities we serve**
- **Objective #3: Meet the workforce needs of the communities we serve**

Core Theme/Goal 1 Performance Measures

Workforce Training Headcount				
Workforce: Total duplicated headcount of workforce training completers (Source: State Workforce Training Report)				
FY2012	**FY2013**	**FY2014**	**FY2015**	**Benchmark**
4,426 (2011-2012)	3,368 (2012-2013)	3,137 (2013-2014)	4,319 (2014-2015)	Meet the workforce training needs of our area as determined by industry
Note: This is a new metric; a new benchmark is currently being established which will allow the college to better compare industry needs against CSI's ability to provide workforce training.				

Career Technical Education Completers				
CTE: Count of earned awards in CTE during the year (Source: VFA)				
FY2012	**FY2013**	**FY2014**	**FY2015**	**Benchmark**
454	584	489	493	Meet the workforce training needs of our area as determined by industry
Note: This is a new metric; a new benchmark is currently being established which will allow the college to better compare industry needs against CSI's ability to provide CTE training.				

Career Technical Education Placement				
CTE: Percentage of CTE completers employed or continuing their education (Source: Idaho CTE Follow-up)				
FY2012	**FY2013**	**FY2014**	**FY2015**	**Benchmark**
85.1%	86.1%	93.4%	94.1%	Maintain placement at or above the average for the previous four years (90%)

Additional Performance Measures Under Consideration/Development:
Establish tracking measures and benchmarks for the level and quality of community social partnerships
Establish tracking measures and benchmarks for satisfaction rates of community social partners
Establish tracking measures and benchmarks for the level and quality of community economic partnerships

Establish tracking measures and benchmarks for the satisfaction rates of community economic partners
Establish tracking measures and benchmarks for participation levels and satisfaction rates in enrichment activities
Establish tracking measures and benchmarks for community access to campus and services
Establish tracking measures and benchmarks for the number of industry recognized credentials awarded to workforce completers annually
Establish tracking measures and benchmarks for post workforce program completion median wage growth
Establish tracking measures and benchmarks for pre- and post-completer earnings
Establish tracking measures and benchmarks for student satisfaction rates
Establish tracking measures and benchmarks for employer satisfaction rates

Critical Success Activities:
Establish additional performance measures and benchmarks (Summer 2016; begin reporting spring 2017)

Core Theme/Goal 2: Student Success

As an institution of higher education, we exist to meet the diverse educational needs of the communities we serve. Above all institutional priorities is the desire for every student to experience success in the pursuit of a quality education.

- **Objective #1: Foster participation in post-secondary education**
- **Objective #2: Reinforce a commitment to instructional excellence**
- **Objective #3: Support student progress toward achievement of educational goals**
- **Objective #4: Provide evidence of achievement of student learning outcomes**
- **Objective #5: Offer opportunities for student engagement that go beyond the classroom**

Core Theme/Goal 2 Performance Measures

Institutional Enrollment				
Annual Enrollment: Annual unduplicated headcount (Source: PSR Annual Enrollment Report)				
FY2012	**FY2013**	**FY2014**	**FY2015**	**Benchmark**
12,915 (2011-12)	12,042 (2012-13)	11,747 (2013-14)	10,686 (2014-15)	Reverse trend of post-recession declining enrollment

Institutional Enrollment				
Annual Enrollment: Annual FTE enrollment (Source: PSR Annual Enrollment Report)				
FY2012	**FY2013**	**FY2014**	**FY2015**	**Benchmark**
5,182.73 (2011-12)	4,934.83 (2012-13)	4,468.17 (2013-14)	4,153.70 (2014-15)	Reverse trend of post-recession declining enrollment

Dual Credit Enrollment				
Dual Credit: Total dual credit hours earned for an entire academic year and unduplicated headcount of participating students. (Statewide Performance Measure) (Source: SBOE Dual Credit Report)				
FY2012	**FY2013**	**FY2014**	**FY2015**	**Benchmark**
14,187 credits 2,685 headcount (2011-2012)	14,218 credits 2,774 headcount (2012-2013)	12,171 credits 2,486 headcount (2013-2014)	16,331 credits 3,178 headcount (2014-2015)	Manage expected enrollment increases by increasing institutional dual credit infrastructure
Note: This is a new metric; a new benchmark is currently being established.				

Tuition and Fees				
Tuition and Fees: Per credit tuition and fees (Source: CSI)				
FY2012	**FY2013**	**FY2014**	**FY2015**	**Benchmark**
$110 (2011-2012)	$110 (2012-2013)	$110 (2013-2014)	$115 (2014-2015)	Maintain tuition at or below other Idaho Community Colleges

Remediation Rate				
Remediation Rate: First-time, first-year students attending Idaho high school within last 12 months (Statewide Performance Measure) (Source: CSI)				
FY2012	**FY2013**	**FY2014**	**FY2015**	**Benchmark/Target**
69.5% (892 / 1284) (2011-12)	65.6% (820 / 1250) (2012-13)	60.6% (692 / 1141) (2013-14)	60.6% (659 / 1087) (2014-15)	This measure is an input from the K-12 system and is not benchmarkable, per SBOE.

Retention Rate					
Retention Rate: Percentage of full-time new and transfer, degree seeking students retained or graduated the following year (excluding death or permanent disability, military, foreign aid service, and mission) (Statewide Performance Measure) (Source: IPEDS)					
	FY2012	**FY2013**	**FY2014**	**FY2015**	**Benchmark/Target**
First-time, Full-time, degree seeking (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	60%
Transfer-in, full-time, degree seeking students (VFA)	The college has not traditionally tracked the retention rates of students transferring into the college. Mechanisms for tracking these students are currently being established.				TBD

Number of degrees and certificates awarded				
Degree Production: Degrees and certificates awarded and headcount of recipients (Statewide Performance Measure) (Source: IPEDS Completions)				
FY2012	**FY2013**	**FY2014**	**FY2015**	**Benchmark/Target**
1,129 awards 1,029 graduates (2011-12)	1,271 awards 1100 graduates (2012-13)	1,152 awards 963 graduates (2013-14)	1,137 awards 970 graduates (2014-15)	Maintain graduation rates at or above the median for IPEDS peer group.

Number of degrees and certificates awarded				
Degree Production: Unduplicated headcount of graduates over rolling 3-year average of degree seeking FTE (Statewide Performance Measure) (Source: IPEDS Completions and PSR 1 Annual Degree Seeking FTE)				
FY2012	**FY2013**	**FY2014**	**FY2015**	**Benchmark/Target**
23.4% (1,029/4,392) (2011-12)	25.2% (1,100/4,360) (2012-13)	23.3% (963/4,135) (2013-14)	25.6% (970/3,784) (2014-15)	27%

Graduation Rate				
Graduation Rate: Percentage of first-time, full-time degree/certificate seeking students who graduate within 150% of time (Source: IPEDS)				
FY2012	**FY2013**	**FY2014**	**FY2015**	**Benchmark/Target**
17% (165/949) Fall 2008 Cohort	19% (200/1062) Fall 2009 Cohort	18% (186/1011) Fall 2010 Cohort	19% (180/966) Fall 2011 Cohort	21%

Remediation Success				
Remediation Success--Math: Percentage of students who were referred to developmental Math and successfully completed any college level course work in Math. (Source: VFA)				
Fall 2007 Cohort (through summer 2013)	41.5% 334/805	Fall 2008 Cohort (through summer 2014)	42.1% 319/757	**Benchmark/Target** 44%

Remediation Success				
Remediation Success—English: Percentage of students who were referred to developmental English and successfully completed any college level course work in English. (Source: VFA)				
Fall 2007 Cohort (through summer 2013)	38.1% 145/381	Fall 2008 Cohort (through summer 2014)	44.5% 171/384	**Benchmark/Target** 46%

Academic Progress				
Academic Progress: Percentage of students who successfully reached semester credit hours of 24 credits for part-time and 42 credits for full-time by the end of the second academic year. (Source: VFA)				
Fall 2011 Cohort (through summer 2013)	46.3% 646/1394	Fall 2012 Cohort (through summer 2014)	33.4% 324/968	**Benchmark/Target** 40%

Academic Progress				
Academic Progress: Percent of students, who have completed a certificate or degree, transferred without completing a certificate or degree, or are still enrolled. (Source: VFA)				
Fall 2007 Cohort (through summer 2013)	60% 638/1060	Fall 2008 Cohort (through summer 2014)	57.9% 525/906	**Benchmark/Target** 61%

Additional Performance Measures Under Development/Consideration:
Establish tracking measures and benchmarks for enrollment rates of Hispanic students
Establish tracking measures and benchmarks for enrollment rates of adult reentry students
Establish tracking measures and benchmarks for enrollment rates of post ABE/GED students
Establish tracking measures and benchmarks for enrollment rates from regional high schools
Establish tracking measures and benchmarks for the implementation of quality standards
Establish tracking measures and benchmarks for Career Technical Education advisory committee input
Establish tracking measures and benchmarks for faculty satisfaction with professional development
Establish tracking measures and benchmarks for student feedback
Establish tracking measures and benchmarks for average number of credits completed by students at graduation
Establish tracking measures and benchmarks for D, F, W percentages in loss point courses
Establish tracking measures and benchmarks for average debt load at graduation
Establish tracking measures and benchmarks for number of post-associate degrees available at CSI
Establish tracking measures and benchmarks for licensure pass rate of graduates

Critical Success Activities:
Publication of all degree and program level student learning outcomes
Finalize assessment of General Education program student learning outcomes
Finalize program level student learning outcome assessment for all transfer programs
Finalize program level student learning outcome assessment for all Career Technical Education programs

Core Theme/Goal 3: Institutional Stability

Sustainable community and student success can only come from a solid institutional foundation. The stability of our institution is dependent upon ensuring that we have adequate capacity and resources to ensure the effectiveness of our operations.

- **Objective #1: Provide employees with a work environment that values employee success and satisfaction**
- **Objective #2: Ensure that the college maintains the financial resources necessary to meet its mission**
- **Objective #3: Maintain a strong relationship with the CSI Foundation**
- **Objective #4: Enhance infrastructure resources to ensure the college is safe, sustainable, and inviting to all of the members of our communities**
- **Objective #5: Engage in ongoing, purposeful, systematic, integrated, and comprehensive planning and assessment**
- **Objective #6: Improve institutional effectiveness by focusing on both internal and external communication strategies and processes**

Core Theme/Goal 3 Performance Measures

Institutional costs per credit hour

Undergraduate Cost Per Credit: IPEDS instruction, academic support, student services, institutional support, and other expenses and deductions, divided by annual credit hours; credits are weighted (Statewide Performance Measure)
(Source: Cost: IPEDS Finance Survey, Part C; Credits: Weighted PSR 1.5 [including non-resident] plus PTE credits weighted at 1.0)

FY2012	FY2013	FY2014	FY2015	Benchmark/Target
NA	NA	$ 299.04 ($54,200,584/ 181,270) (2012-13 year)	$ 299.58 ($50,246,494/ 167,724) (2013-14 year)	$300

Note: This metric has undergone several revisions over the past few years. Additionally, CSI has altered its reporting methodology for IPEDS financials. These factors have eliminated the ability to provide comparative data for FY2012 or FY2013 and have led to revised figures for FY14 and FY15 compared to previous reports.

Institutional efficiency

Graduates Per $100,000: Unduplicated headcount of all undergraduate degrees and certificates divided by IPEDS instruction, academic support, student services, institutional support, and other expenses and deductions,
(Statewide Performance Measure)
(Source: IPEDS Completions of any degree or certificate; IPEDS Finance Survey, Part C;)

FY2012	FY2013	FY2014	FY2015	Benchmark/Target
NA	NA	2.345 (1271/$542.00) (2012-13 year)	2.292 (1152/$502.46) (2013-14 year)	2.4

Note: This metric has undergone several revisions over the past few years. Additionally, CSI has altered its reporting methodology for IPEDS financials. These factors have eliminated the ability to provide comparative data for FY2012 or FY2013 and have led to revised figures for FY14 and FY15 compared to previous reports.

Grants Development				
Grants Development: Total Yearly Dollar Amounts Generated Through External Grants (Source: CSI)				
FY2012	**FY2013**	**FY2014**	**FY2015**	**Benchmark/Target**
$3,740,814 (2012-13 year)	$3,832,100 (2012-13 year)	$3,608,174 (2013-14 year)	$4,389,174 (2014-15 year)	$4 million

Foundation Scholarship Awards				
Foundation Scholarship Awards: Total Yearly Dollar Amounts Generated Through External Grants (Source: CSI)				
FY2012	**FY2013**	**FY2014**	**FY2015**	**Benchmark/Target**
$1.12 million	$1.3 million	$1.71 million	$1.78 million	$1.9 million

Additional Performance Measures Under Consideration:
Establish tracking measures and benchmarks for employee professional development opportunities
Establish tracking measures and benchmarks for employee enrichment opportunities
Establish tracking measures and benchmarks for employee wellness program participation
Establish tracking measures and benchmarks for employee satisfaction
Establish tracking measures and benchmarks for Campus Master Plan implementation
Establish tracking measures and benchmarks for technology master plan implementation

Critical Success Activities:
Implementation and refinement of new strategic plan (2016)

External factors:

Changes in the economic environment
Changes in national or state priorities
Significant changes in local, state, or federal funding levels
Circumstances of and strategies employed by our partners (e.g. K-12, higher education institutions, local industry)
Legal and regulatory changes

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College of Western Idaho

Institutional Effectiveness

Updated February 2016
Board of Trustee Approval Feb 16, 2016

Strategic Plan 2017 – 2021

MISSION

The College of Western Idaho is a public, open-access, and comprehensive community college committed to providing affordable access to quality teaching/learning opportunities to the residents of its service area in Western Idaho.

VISION

The College of Western Idaho provides affordable, quality teaching and learning opportunities for all to excel at learning for life

CORE THEMES

Professional technical programs
General education courses/programs
Basic skills courses
Community outreach

CORE VALUES

Acting with integrity
Serving all in an atmosphere of caring
Sustaining our quality of life for future generations
Respecting the dignity of opinions
Innovating for the 21st Century
Leaving a legacy of learning

STATUTORY AUTHORITY

This plan has been developed in accordance with Northwest Commission on Colleges and Universities (NWCCU) and Idaho State Board of Education standards. The statutory authority and the enumerated general powers and duties of the Board of Trustees of a junior (community) college district are established in Sections 33-2101, 33-2103 to 33-2115, Idaho Code.

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STRATEGIC PRIORITIES, OBJECTIVES, and MEASURES

GOAL 1: Student Success

CWI values its students and is committed to supporting their success (in reaching their educational and/or career goals).

Objective 1	**CWI will improve student retention and persistence**

Performance Measures	• Improve Course Completion rates
	  • *Benchmark: Course Completion rates will meet or exceed 80% by 2019*
	• Improve Semester-to-Semester Persistence rates
	  • *Benchmark: Semester-to-Semester Persistence rates will meet or exceed 80% by 2019*
	• Improve Fall-to-Fall Retention Rates
	  • *Benchmark: Fall-to-Fall Retention Rates will meet or exceed 55% by 2019*
	• Develop and report all Voluntary Framework of Accountability (VFA) Student Progress and Outcome Measures
	  • *Benchmark: Report 100% of required VFA measures by 2019*

Objective 2	**CWI will improve student degree and certificate completion**

Performance Measures	• Increase awarded AA, AS, and AAS degrees
	  • *Benchmark: Grant 750 AA, AS, and AAS degrees annually by 2019*
	• Increase awarded technical certificates
	  • *Benchmark: Grant 250 technical certificates annually by 2019*
	• Increase awarded certificates of completion through Workforce Development non-credit programs
	  • *Benchmark: Grant 9,300 certificates of completion annually by 2019*

Objective 3	**CWI will provide support services that improve student success**

Performance Measures	• Increase Applicant to Enrolled matriculation rate
	  • *Benchmark: Applicant to Enrolled matriculation rate will meet or exceed 40% by 2019*
	• Improve Persistence Rate (first to second semester of enrollment) for "1st time college attenders"
	  • *Benchmark: Persistence Rate will meet or exceed 77% by 2019*
	• Improve Completion Rate within 150% of program/major requirements
	  • *Benchmark: Completion Rate within 150% of program/major requirements will meet or exceed the Community College national average of 19.6% by 2019*
	• Decrease Average loan indebtedness and borrowing rates for CWI students
	  • *Benchmark: Average loan indebtedness and borrowing rates for CWI students will be below national averages (IPEDS) by 2019*
	• CWI will improve tutoring support services
	  • *Benchmark: CWI will provide tutoring support services that result in a penetration rate of 40% by 2019*

Objective 4	**CWI will develop educational pathways and services to improve accessibility**

Performance Measures	• Develop pathways for students who complete college prep course work to earn a C or better in the corresponding gateway course
	  • *Benchmark: 60% of Students who complete college prep course work will earn a C or better in the corresponding gateway course by 2019*
	• Increase Dual Credits awarded to high school students
	  • *Benchmark: Dual Credits awarded will meet or exceed 17,000 credits by 2019*
	• Increase discrete annual enrollments in online courses
	  • *Benchmark: Discrete annual enrollments in online courses will meet or exceed 20,000 by 2019*

GOAL 2: Employee Success

CWI values its employees and is committed to a culture of individual, team, and institutional growth which is supported and celebrated.

Objective 1	**Employees will have the resources, information, and other support to be successful in their roles**

Performance Measures	• Improve IT Help Desk tickets resolution upon initial contact
	  • *Benchmark: >=65% of IT Help Desk tickets are resolved upon initial contact*
	• Implement and improve processes to increase employee satisfaction, measured via the annual Employee Survey, on the questions listed below:
	  • CWI does a good job of meeting the needs of staff / faculty
	  • I have the information I need to do my job well
	  • It is easy for me to get information at CWI
	  • I feel my supervisor supports me
	  • I am empowered to resolve problems quickly
	  i. *Benchmark: >= 80 % agree/strongly agree on listed annual Employee Survey questions*

Objective 2	**CWI will provide employees with professional development, training and learning opportunities**

Performance Measures	• Implement and improve processes to increase employee satisfaction, measured via the annual Employee Survey, on the questions listed below:
	  • I have adequate opportunities for professional development and training to improve my skills
	  • My supervisor helps me improve my job performance
	  i. *Benchmark: >= 80 % agree/strongly agree on listed annual Employee Survey questions*

Objective 3	**Provide clear expectations for job performance and growth opportunities**

Performance Measures	• Implement and improve processes to increase employee satisfaction, measured via the annual Employee Survey, on the questions listed below:
	  • My job description accurately reflects my job duties
	  • My responsibilities are communicated clearly to me
	  • My department or work unit has written, up-to-date objectives
	  • I have adequate opportunities for advancement
	  i. *Benchmark: >=80% agree/strongly agree on listed annual Employee Survey questions*

Objective 4	Promote a culture to recognize employee excellence

Performance Measures	• Implement and improve processes to increase employee satisfaction, measured via the annual Employee Survey, on the questions listed below:
	  • I feel appreciated for the work that I do
	  • The type of work I do on most days is personally rewarding
	  i. Benchmark: >= 80 % agree/strongly agree on listed annual Employee Survey questions

GOAL 3: Fiscal Stability

The College of Western Idaho will operate within its available resources and implement strategies to increase revenue, while improving operating efficiencies.

Objective 1	**CWI will operate using an annual balanced budget, will actively manage expenditures, and create operational efficiencies**

Performance Measures	• Improve processes to actively identify unfavorable revenue & expense trends
	  • *Benchmark: Develop at least 2 measures each year to actively identify unfavorable revenue & expense trends*
	• Improve efficiency in college business processes each year
	  • *Benchmark: Conduct analyses of three college business processes each year to identify and correct inefficiencies*
	• Improve student utilization related to annual operating budget
	  • *Benchmark: Incorporate student fees for strategic reserve into annual operating budget*

Objective 2	**CWI will maintain the integrity of existing revenue streams and will actively seek out new forms of revenue consistent with the College's mission**

Performance Measures	• Comply with all requirements of funding agencies to ensure continued and increased revenue streams
	  • *Benchmark: 100% compliance with funding agency requirements*
	• Advocate for additional state funding
	  • *Benchmark: Achieve parity with other Idaho Community Colleges by 2019*
	• Apply for new grant funds each year that support the strategic mission of the college
	  • *Benchmark: Increase grant revenue by 10% annually*
	• Reapply for all applicable ongoing grants each year
	  • *Benchmark: 100% reapplication rate for applicable ongoing grants*
	• Increase amount of monetary awards through grants
	  • *Benchmark: Increase monetary awards 10% each year*
	• Reduce the amount of unpaid tuition balances sent to collections
	  • *Benchmark: Achieve a reduction of 5% each year*
	• Increase annual revenue growth in Workforce Development
	  • *Benchmark: Increase revenue growth by 10% each year*

Objective 3	**CWI will work to maintain and enhance its facilities & technology and actively plan for future space and technology needs**

Performance Measures	• Improve facility utilization rates
	  • *Benchmark: Increase facility utilization rates to 75% by 2019*
	• Improve completion of technology work-plan each year
	  • *Benchmark: Achieve 75% completion of technology work-plan each year*

GOAL 4: Community Connections

The College of Western Idaho will implement a variety of educational and developmental programs to bring the college into the community in meaningful ways.

Objective 1	**CWI creates and delivers educational programs and services to the community through short-term training programs which foster economic development**

Performance Measures	• Increase the number of people served through Workforce Development
	  • *Benchmark: Increase people served through Workforce Development by 10% each year*
	• Improve Workforce Development satisfaction, as measured by the Workforce Development participant survey
	  • *Benchmark: Workforce Development participant survey will meet or exceed 85% positive satisfaction*

Objective 2	**CWI engages in educational, cultural, and organizational activities that enrich our community**

Performance Measures	• Increase the number of hours CWI facilities are used by non-CWI organizations
	  • *Benchmark: Achieve increased utilization year over year*
	• Participate in events that support community enrichment
	  • *Benchmark: Participate in at least 50 events each year*
	• Increase Basic Skills Education to the 8 non-district counties in southwest Idaho
	  • *Benchmark: Increase BSE services provided year over year*
	• Increase CWI student-to-community engagement
	  • *Benchmark: Student-to-community engagement will exceed 6000 hours annually*

Objective 3	**Expand CWI's community connections within its service area**

Performance Measures	• Ensure Professional Technical Education programs and Apprenticeship programs in Workforce Development have Technical Advisory Committees with local business and industry members
	  • *Benchmark: 100% of Professional Technical Education programs and Apprenticeship programs have Technical Advisory Committees*
	• CWI will engage in outreach activities with public high schools
	  • *Benchmark: Engage in outreach activities with 100% of public high schools in the service area*
	• Increase number of active business partnerships
	  • *Benchmark: Increase active business partnerships by 25% by 2019*

GOAL 5: Institutional Sustainability

The College of Western Idaho (CWI) finds strength through its people and viability in its operations and infrastructure; therefore the institution will continually evaluate the colleges' health to ensure sustainability.

Objective 1	**CWI will promote the college's health and wellbeing**

Performance Measures	• Assess annual employee health and well-being through the Employee Survey questions listed below:
	  • Overall, I am satisfied with my employment with CWI
	  i. *Benchmark: >= 80% agree/strongly agree by 2019*
	  • There are effective lines of communication between departments
	  i. *Benchmark: >=75% agree/strongly agree by 2019*

Objective 2	**CWI will have effective and efficient infrastructure**

Performance Measures	• CWI will improve infrastructure and operating efficiencies
	  • *Benchmark: CWI will consolidate locations & target development of 2 major campuses in Ada & Canyon Counties by 2019*
	• Assess procedures efficiency through the annual Employee Survey question "CWI has clearly written and defined procedures"
	  • *Benchmark: >= 80 % agree/strongly agree by 2019*
	• CWI will reduce utility consumption (units consumed) on college owned properties
	  • *Benchmark: Reduce utility consumption by 10% by 2019*
	• CWI will optimize its' Core Information & Technology (IT) Network
	  • *Benchmark: Achieve an annual target of 99.99% network availability*

EXTERNAL FACTORS

There are a number of key external factors that can have significant impact on our ability to fulfill our mission and institutional priorities in the years to come. Some of these include:

- Continued revenue. Over a quarter of CWI's revenue comes from State of Idaho provided funds (general fund, PTE, etc.) Achieving parity with the state's other community colleges is a stated objective within our strategic plan. Ongoing state funding is vital to the continued success of CWI.
- Enrollment. CWI is actively engaged in recruiting and retention efforts in all of its facets. With nearly 50% of revenue generated by active enrollments, it is critical that CWI reach out in meaningful ways to its service area to support ongoing learning opportunities for the community and maintain fiscal stability for the college.
- Economy. Recent years have shown that the state and national economy have significant impacts on the success of higher education.

For Additional Information Regarding The

College Of Western Idaho

2017-2021 Strategic Plan

Contact:

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North Idaho College Strategic Plan

2017-2021

Mission
North Idaho College meets the diverse educational needs of students, employers, and the northern Idaho communities it serves through a commitment to student success, educational excellence, community engagement, and lifelong learning.

Vision
As a comprehensive community college, North Idaho College strives to provide accessible, affordable, quality learning opportunities. North Idaho College endeavors to be an innovative, flexible leader recognized as a center of educational, cultural, economic, and civic activities by the communities it serves.

Accreditation Core Themes
The college mission is reflected in its five accreditation core themes:

- Student Success
- Educational Excellence
- Community Engagement
- Stewardship
- Diversity

Key External Factors
- Changes in the economic environment
- Changes in local, state, or federal funding levels
- Changes in local, state, or national educational priorities
- Changes in education market (competitive environment)

Values
North Idaho College is dedicated to these core values which guide its decisions and actions.

Goal 1 – Student Success: A vibrant, lifelong learning environment that engages students as partners in achieving educational goals to enhance their quality of life

Objectives
1) Provide innovative, progressive, and student-centered programs and services.
2) Engage and empower students to take personal responsibility and to actively participate in their educational experience.
3) Promote programs and services to enhance access and successful student transitions.

Performance Measures

- Percentage of full-time, first-time and new transfer-in students who a) were awarded a degree or certificate, b) transferred without an award to a 2- or 4-year institution, c) are still enrolled, and d) left the institution within six years.
  Benchmark: Increase average of awards and transfer annually

- Total number of employers (out of total respondents) who indicate satisfaction with overall preparation of CTE completers
  Benchmark: 80% of employers indicate satisfaction with preparation of completers
- Fall to Spring Persistence Rate, credit students
  Benchmark: 84% persist
- First-time, full-time, student retention rates
  Benchmark: 63%
- First-time, part-time, student retention rates
  Benchmark: 45%

Goal 2 - Educational Excellence: High academic standards, passionate and skillful instruction, professional development, and innovative programming while continuously improving all services and outcomes

Objectives

1) Evaluate, create and adapt programs that respond to the educational and training needs of the region.
2) Engage students in critical and creative thinking through disciplinary and interdisciplinary teaching and learning.
3) Strengthen institutional effectiveness, teaching excellence and student learning through challenging and relevant course content, and continuous assessment and improvement.
4) Recognize and expand faculty and staff scholarship through professional development.

Performance Measures

- Student Learning Outcomes Assessment goals are met annually
  Benchmark: 80% percent or more of annual assessment goals are consistently met over 3-year plan
- Full-time to Part-time faculty ratio
  Benchmark: Maintain above average ratio
- NIC is responsive to faculty and staff professional development needs
  Benchmark: Maintain or increase funding levels available for professional development
- Licensure pass rates at or above national pass rates
  Benchmark: Maintain at 85% or above
- Dual Credit students who enroll at NIC as degree-seeking postsecondary students as a percentage of total headcount
  Benchmark: Sustain or increase
- All instructional programs submit annual summary reports documenting program improvements as a result of assessment
  Benchmark: 20% of total programs per year over five years until fully implemented

Goal 3 - Community Engagement: Collaborative partnerships with businesses, organizations, community members, and educational institutions to identify and address changing educational needs

Objectives

1) Advance and nurture relationships throughout our service region to enhance the lives of the citizens and students we serve.
2) Demonstrate commitment to the economic/business development of the region.
3) Promote North Idaho College in the communities we serve.
4) Enhance community access to college facilities.

Performance Measures

- Distance Learning proportion of credit hours
  Benchmark: Increase annually by 2% until 25% of total student population is achieved
- Dual Credit annual credit hours in the high schools
  Benchmark: Increase by 5% annually
- Dual Credit annual credit hours taught via distance delivery
  Benchmark: Increase by 5% annually
- Market Penetration (Credit Students): Unduplicated headcount of credit students as a percentage of NIC's total service area population
  Benchmark: 3.6%
- Market Penetration (Non-Credit Students): Unduplicated headcount of non-credit students as a percentage of NIC's total service area population
  Benchmark: 3.0%
- Percentage of student evaluations of community education courses reflect a satisfaction rating of above average
  Benchmark: 85% of total number score a satisfaction rating of above average

Goal 4 – Diversity: A learning environment that celebrates the uniqueness of all individuals and encourages cultural competency

Objectives
1) Foster a culture of inclusion.
2) Promote a safe and respectful environment.
3) Develop culturally competent faculty, staff and students.

Performance Measures
- Number of students enrolled from diverse populations
  Benchmark: Maintain a diverse, or more diverse population than the population within NIC's service region
- Students surveyed perceive NIC encourages contact among students from different economic, social, and racial or ethnic backgrounds
  Benchmark: Increase by 2% annually until the national average is met or exceeded

Goal 5 – Stewardship: Economic and environmental sustainability through leadership, awareness, and responsiveness to changing community resources

Objectives
1) Exhibit trustworthy stewardship of resources.
2) Demonstrate commitment to an inclusive and integrated planning environment.
3) Explore, adopt, and promote initiatives that help sustain the environment.

Performance Measures
- Dollars secured through the Development Department via private donations and grants
  Benchmark: $2,000,000
- College-wide replacement schedule for personal computers
  Benchmark: 100% of the computers are replaced within the 42 month window
- Efficiency measures and energy upgrades result in dollars saved
  Benchmark: Sustain or Increase
- Tuition and Fees for full-time, in-district students (full academic year)
  Benchmark: Maintain rank in the lowest 40% against comparator institutions

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North Idaho College Strategic Plan

Strategic Plan Supplement

2017 – 2021

Student Success Performance Measures

- Percentage of full-time, first-time and new transfer-in students who a) were awarded a degree or certificate, b) transferred without an award to a 2- or 4-year institution, c) are still enrolled, and d) left the institution within six years
  Benchmark: *Increase average of awards and transfer annually*
  Status: *a) 25.6% b) 27.7% c) 2.8% d) 43.9%*
- Total number of employers (out of total respondents) who indicate satisfaction with overall preparation of CTE completers
  Benchmark: *80% of employers indicate satisfaction with preparation of completers*
  Status: *96%*
- Fall to Spring Persistence Rate, credit students
  Benchmark: *84% persist*
  Status: *84.4%*
- First-time, full-time, student retention rates
  Benchmark: *63%*
  Status: *58%*
- First-time, part-time, student retention rates
  Benchmark: *45%*
  Status: *39%*

Educational Excellence Performance Measures

- Student Learning Outcomes Assessment goals are met annually
  Benchmark: *80% percent or more of annual assessment goals are consistently met over 3-yr plan*
  Status: 72%
- Full-time to Part-time faculty ratio
  Benchmark: *Maintain above average ratio*
  Status: *0.8:1.0 (163 full-time and 194 part-time)*
- NIC is responsive to faculty and staff professional development needs
  Benchmark: *Maintain or increase funding levels available for professional development*
  Status: *$78,000 in current funding*
- Licensure pass rates at or above national pass rates
  Benchmark: *Maintain at 85% or above*
  Status: *98% or above for all programs for which data is available*
- Dual Credit students who enroll at NIC as degree-seeking postsecondary students as a percentage of total headcount
  Benchmark: *Sustain or Increase*
  Status: *2.2%*

- All instructional programs submit annual summary reports documenting program improvements as a result of assessment
  Benchmark: 20% of total programs per year over five years until fully implemented
  Status: This is a new measure; no status available

Community Engagement Performance Measures

- Distance Learning proportion of credit hours
  Benchmark: Increase annually by 2% until 25% of total student population is achieved
  Status: 24.3%
- Dual Credit annual credit hours in the high schools
  Benchmark: Increase by 5% annually
  Status: 2,969
- Dual Credit annual credit hours taught via distance delivery
  Benchmark: Increase by 5% annually
  Status: 2,822
- Market Penetration (Credit Students): Unduplicated headcount of credit students as a percentage of NIC's total service area population
  Benchmark: 3.6%
  Status: 3.3%
- Market Penetration (Non-Credit Students): Unduplicated headcount of non-credit students as a percentage of NIC's total service area population
  Benchmark: 3.0%
  Status: 2.1%
- Percentage of student evaluations of community education courses reflect a satisfaction rating of above average
  Benchmark: 85% of total number score a satisfaction rating of above average
  Status: 94%

Diversity Performance Measures

- Number of students enrolled from diverse populations
  Benchmark: Maintain a diverse, or more diverse population than the population within NIC's service region
  Status: 80% White, 14% Other; 6% Unknown
- Students surveyed perceive NIC encourages contact among students from different economic, social, and racial or ethnic backgrounds
  Benchmark: Increase by 2% annually until the national average is met or exceeded
  Status: 39.6% (compared to national average of 53.5%)

Stewardship Performance Measures

- Dollars secured through the Development Department via private donations and grants
  Benchmark: $2,000,000
  Status: $8.2 million
- College-wide replacement schedule for personal computers
  Benchmark: 100% of the computers are replaced within the 42 month window
  Status: ERS A: 94.0%; ERS B: 98.9%
- Efficiency measures and energy upgrades result in dollars saved

Benchmark: Sustain or Increase
Status: 12.5% overall decrease (over 7 year period) in utilities expenditures

- Tuition and Fees for full-time, in-district students (full academic year)
  Benchmark: Maintain rank in the lowest 40% against comparator institutions
  Status: $3,022

Idaho State Board of Education System-Wide Performance Measures

- Degree Production – Degree and certificate production and headcount of recipients
  Benchmark: Maintain graduation rate at or above the median for IPEDS peer group
  Status: 965 awards / 898 headcount

- Degree Production - Unduplicated headcount of graduates over rolling 3-year average degree seeking FTE
  Benchmark: Compare favorably against Idaho peer group
  Status: 23.5%

- Retention Rate - Percent of full-time new and transfer degree-seeking students that are retained or graduate the following year
  Benchmark: To be defined after three years of VFA data is collected
  Status: 58% (new); 57% (transfer)

- Undergraduate cost per credit
  Benchmark: Compare favorably against Idaho peer group
  Status: $302.49

- Graduates per $100k – Graduates per $100,000 of education and related spending by institutions
  Benchmark: Maintain rank at or above the median for IPEDS peer group
  Status: 2.04

- Remediation - Number and percentage of first-time freshmen who graduated from an Idaho high school in the previous year requiring remedial education as determined by institutional benchmarks.
  Benchmark: This measure is an input from the K-12 system and is not benchmarkable, per ISBOE
  Status: 58.6%

- Dual Credit – Total annual credit hours
  Benchmark: This measure is an input from the K-12 system and is not benchmarkable, per ISBOE
  Status: 9,922

- Dual Credit – Unduplicated Annual Headcount
  Benchmark: This measure is an input from the K-12 system and is not benchmarkable, per ISBOE
  Status: 993

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University of Idaho

AGRICULTURAL RESEARCH & EXTENSION SERVICE

STRATEGIC PLAN

2017-2021

COLLEGE OF AGRICULTURAL AND LIFE SCIENCES
Agricultural Research and Extension Service
Strategic Plan
2017-2021

MISSION STATEMENT

The College of Agricultural and Life Sciences fulfills the intent and purpose of the land-grant mission and serves the food-industry, people and communities of Idaho and our nation:

- through identification of critical needs and development of creative solutions,
- through the discovery, application, and dissemination of science-based knowledge,
- by preparing individuals through education and life-long learning to become leaders and contributing members of society,
- by fostering healthy populations as individuals and as a society,
- by supporting a vibrant economy, benefiting the individual, families and society as a whole.

VALUES STATEMENT

The College of Agricultural and Life Sciences values:

- excellence in creative discovery, instruction and outreach,
- open communication and innovation,
- individual and institutional accountability,
- integrity and ethical conduct,
- accomplishment through teamwork and partnership,
- responsiveness and flexibility,
- individual and institutional health and happiness.

VISION STATEMENT

We will be the recognized state-wide leader and innovator in meeting the state's current and future challenges to create healthy individuals, families and communities, and enhance sustainable food systems respected regionally and nationally through focused areas of excellence in teaching, research and outreach with Extension serving as a critical knowledge bridge between the University of Idaho, College of Agricultural and Life Sciences, and the people of Idaho.

Goals

Scholarly and Creative Activity: Promote excellence in scholarship and creative activity to enhance life today and prepare us for tomorrow.

Objectives:

1. Increase grant submissions and awards from agencies, commissions, foundations, and private industry by all tenure and non-tenure track faculty, staff, and administration for scholarship and creative activities in research, Extension, and teaching.
   Performance Measure: Number of grant proposals submitted per year, number of grant awards received per year, and amount of grant funding received per year.
   Benchmark: Five percent increase over 5 years in the number of grants submitted.

2. Increase grants awarded to faculty by hiring grant specialists to assist in identifying funding opportunities and grant writers to assist in proposal development.
   Performance Measures: Availability and use of grant specialists and grant writers, number of grants identified by grant specialists and, number of grants submitted using the services of a grant writer.
   Benchmark: Attain an average of $20 million in extramural funding across research, Extension, and teaching scholarship during the 2017-2021 time period.

3. Allocate resources preferentially to defined college Programs of Distinction and departmental areas of excellence, and to emerging Programs of Distinction and areas of excellence.
   Performance Measures: Funds or in-kind donations acquired through development, endowments, and collaborations with public and private organizations.
   Benchmark: Develop plan consistent with the expectations of the next U of I Capital Campaign.

4. Provide Graduate Student support to reward faculty participation in interdisciplinary programs to improve competitiveness of center- or team-based grant proposals.
   Performance Measures: Number of Graduate Students supported.
   Benchmark: Support 20 additional Graduate Students by 2021.

Outreach and Engagement: Meet society's critical needs by engaging in mutually beneficial partnerships.

1. Actively participate in identifying, developing, and providing seed money for Programs of Distinction and areas of excellence.
   Performance Measures: Programs of Distinction identified, work plans created, and measures of effectiveness established for each Program of Distinction by 2017; measures assessed annually thereafter.
   Benchmark: Twenty percent of faculty working effectively in Programs of Distinction and engaged with clientele and stakeholders.

2. Redirect internal resources and recruit industry and agency funding for student internships and student service learning projects that support outreach and engagement in priority areas.
   Performance Measures: Amount of funding redirected and recruited annually; number of students engaged in internships and in service learning projects during their undergraduate or graduate programs.
   Benchmark: By 2017, funding for internships related to outreach and engagement and student research projects will be increased to above the 2013 benchmark.

3. Recognize faculty for outreach and engagement accomplishments as part of annual evaluation, promotion and tenure.
   Performance Measures: Unit administrators recognize, value, and reward significant outreach and engagement outcomes and impacts.
   Benchmark: Unit administrators can clearly communicate outcomes and impacts resulting from outreach and engagement accomplishments of their faculty.

4. Expand the role of all advisory boards by utilizing the networking capabilities of advisory board members to enhance partnership development.
   Performance Measures: Partnerships developed through collaborative efforts with advisory board members, Development, and administration.
   Benchmark: Outreach and engagement programming enhanced through partnerships with key agencies, organizations, and foundations.

5. Market outcomes of Programs of Distinction and areas of excellence through college publications, popular press articles, and presentations to decision makers and stakeholders.
   Performance Measures: Number of articles featuring outcomes and impacts of Programs of Distinction and areas of excellence; number of major presentations featuring Programs of Distinction and areas of excellence outcomes and impacts.

Benchmark: Outcomes of Programs of Distinction and areas of excellence have been documented and reported to stakeholders and decision makers by 2018.

Organization, Culture and Climate: Be a purposeful, ethical, vibrant and open community.

1. Include an emphasis on diversity by providing multi-cultural events and training opportunities or by participating in University sponsored activities.
   Performance Measures: Number of faculty and staff who complete a multi-cultural competency training in addition to increased faculty, staff, and student participation in multi-cultural events or UI sponsored activity.
   Benchmark: Increased diversity awareness among faculty, staff, and students.

2. Seek private and public funding for scholarships to increase enrollment by underrepresented groups.
   Performance Measures: Amount of funding raised.
   Benchmark: Increase the number of scholarships by 2021.

3. Utilize established university policies and procedures to address problematic behaviors.
   Performance Measures: Number of reported incidences and investigations.
   Benchmark: Reduce the number of reported incidences and investigations relative to the average of the previous five years.

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University of Idaho
Forest Utilization Research and Outreach (FUR)

STRATEGIC PLAN

2017-2021

Forest Utilization Research and Outreach (FUR)

MISSION

The Forest Utilization Research and Outreach (FUR) program is located in the College of Natural Resources at The University of Idaho. Its purpose is to increase the productivity of Idaho's forests and rangelands by developing, analyzing, and demonstrating methods to improve land management and related problems such as post-wildfire rehabilitation using state-of-the-art forest and rangeland regeneration and restoration techniques. Other focal areas include sustainable forest harvesting and livestock grazing practices, including air and water quality protection, as well as improved nursery management practices, increased wood use, and enhanced wood utilization technologies for bioenergy and bioproducts. The program also assesses forest products markets and opportunities for expansion, the economic impacts of forest and rangeland management activities, and the importance of resource-based industries to communities and the state's economic development. In addition the Policy Analysis Group follows a legislative mandate to provide unbiased factual and timely information on natural resources issues facing Idaho's decision makers. Through collaboration and consultation FUR programs promote the application of science and technology to support sustainable lifestyles and civic infrastructures of Idaho's communities in an increasingly interdependent and competitive global setting.

OUTCOME-BASED VISION STATEMENT

The scholarly, creative, and educational activities related to and supported by Forest Utilization Research and Outreach (FUR) programs will lead to improved capabilities in Idaho's workforce to address critical natural resource issues by producing and applying new knowledge and developing leaders for land management organizations concerned with sustainable forest and rangeland management, including fire science and management, and a full spectrum of forest and rangeland ecosystem services and products. This work will be shaped by a passion to integrate scientific knowledge with natural resource management practices. All FUR programs will promote collaborative learning partnerships across organizational boundaries such as governments and private sector enterprises, as well as landowner and non-governmental organizations with interests in sustainable forest and rangeland management. In addition, FUR programs will catalyze entrepreneurial innovation that will enhance stewardship of Idaho's forest and rangelands, natural resources, and environmental quality.

GOALS & OBJECTIVES

Goal 1: Scholarship and Creativity

Achieve excellence in scholarship and creative activity through an institutional culture that values and promotes strong academic areas and interdisciplinary collaboration among them.

Objective A: Promote an environment that increases faculty, student, and constituency engagement in disciplinary and interdisciplinary scholarship.

Strategies:

1. Upgrade and develop university human resource competencies (faculty, staff and students) to strengthen disciplinary and interdisciplinary scholarship that advances the college's strategic themes and land-grant mission directly linked to FUR.

2. Establish, renew, remodel, and reallocate facilities to encourage funded collaborative disciplinary and interdisciplinary inquiry in alignment with FUR programs in forest and nursery management as well as the Rangeland Center and Policy Analysis Group.

Performance Measures:

- Number of CNR faculty, staff, students and constituency groups involved in FUR-related scholarship or capacity building activities.
- Non-FUR funding leveraged by FUR-funded indoor and outdoor laboratories, field facilities, and teaching, research and outreach programs.

Benchmarks:
Numbers of CNR faculty, staff, students and constituency groups set at 2016 level with an ongoing objective for them to stay the same or increase based on the investment level in this aspect of FUR programming.

Start with a 3:1 return on investment ratio meaning every one dollar of FUR state funding leverages at least three non-FUR funded dollars from other sources.

Objective B: Emphasize scholarly and creative outputs that reflect our research-extensive and land-grant missions, the university and college's strategic themes, and stakeholder needs, especially when they directly support our academic programming in natural resources.

Strategies:

1. Enhance scholarly modes of discovery, application and integration that address issues of importance to the citizens of Idaho that improve forest and rangeland productivity, regeneration, and rehabilitation, including nursery management practices, fire science and management, and a full spectrum of

ecosystem services and products, including environmental quality, and their economic importance.

2. Create new products, technologies, protocols and processes useful to private sector natural resource businesses — such as timber harvesting and processing operations, forest and rangeland regeneration and rehabilitation firms, working livestock ranches, as well as governmental and non-governmental enterprises and operating units.

3. Conduct research and do unbiased policy analyses to aid decision-makers and citizens understanding of natural resource and land use policy issues.

Performance Measure:

- An accounting of products (e.g., seedlings produced, research reports, refereed journal articles) and services (e.g., protocols for new species shared with stakeholders, policy education programs and materials provided, accessible data bases or market models) created and delivered including an identification of those which are recognized and given credibility by external reviewers through licensing, patenting, publishing in refereed journals, etc.
- Number of external stakeholders (non-university entities) that request information and/or consultancies on FUR-funded protocols for technologies or knowledge related to programs such as regeneration of native plants and seedlings, fire science, timber harvesting, wood residue utilization, livestock grazing, forest and rangeland restoration, market opportunities, economic impact, etc.

Benchmark:
Numbers and types of products and services delivered and stakeholders serviced as of 2014-2016 average levels with an ongoing objective for benchmarks to stay the same or increase based on investment levels in this aspect of FUR programming during the defined period.

Goal 2: Outreach and Engagement

Engage with the public, private and non-profit sectors through mutually beneficial partnerships that enhance teaching, learning, discovery, and creativity.

Objective A: Build upon, strengthen, and connect the College of Natural Resources with other parts of the University to engage in mutually beneficial partnerships with stakeholders to address areas targeted in FUR.

Strategies:

1. Enhance the capacity of the College of Natural Resources to engage with communities by involving faculty and students in programs relevant to local and regional issues associated with forest and rangeland management, maintenance of environmental quality, and economic development.

2. Engage with communities, governmental and non-governmental organizations through flexible partnerships that share resources and respond to local needs and expectations.
3. Foster key industry and business relationships that benefit entrepreneurship and social and economic development through innovation and technology transfer that will increase the productivity of Idaho's forests and rangelands while enhancing air and water quality.

Performance Measure:
Document cases:

- Communities served and resulting documentable impact;
- Governmental agencies served and resulting documentable impact;
- Non-governmental agencies and resulting documentable impact;
- Private businesses and resulting documentable impact; and
- Private landowners and resulting documentable impact.

Benchmark:
Meeting target numbers for audiences identified above as well as developing and experimenting with a scale for measuring documentable impact.

Goal 3: Teaching and Learning

Engage students in a transformational experience of discovery, understanding, and global citizenship.

Objective A: Develop effective integrative learning activities to engage and expand student minds.

Strategies:

1. Provide undergraduate, graduate and professional students with education and research opportunities in nursery management, wood utilization technologies including bioenergy and bioproducts, forest and rangeland regeneration and restoration, fire science and management, and ecosystem services and products and their valuation.
2. Integrate educational experiences into ongoing FUR and non-FUR research programs at CNR outdoor laboratories, including the University of Idaho Experimental Forest, the Forest Nursery complex, and McCall campus.
3. Engage alumni and stakeholders as partners in research, learning, and outreach.

Performance Measures:

- Number and diversity (as measured by variety of academic programs impacted) of courses which use full or partially FUR funded projects, facilities or equipment to educate, undergraduate, graduate and professional students.

- Number of hits on PAG and other FUR-related web-sites, and where feasible number of documents or other products downloaded by stakeholders.

Benchmark:

Meeting or being above target numbers for the audiences and programming proposed above as per investment in a given funding cycle.

KEY EXTERNAL FACTORS

The key external factors likely to affect the ability of FUR programs to fulfill the mission and goals are as follows: (1) the availability of funding from external sources to leverage state-provided FUR funding; (2) changes in human resources due to retirements or employees relocating due to better employment opportunities; (3) continued uncertainty relative to global, national and regional economic conditions; and (4) changing demand for the state and region's ecosystem services and products.

Idaho Geological Survey (IGS) 2017-2021

STRATEGIC PLAN

Idaho Geological Survey

VISION STATEMENT

The Idaho Geological Survey vision is to provide the state with the best geologic information possible through strong and competitive applied research, effective program accomplishments, and transparent access. We are committed to the advancement of the science and emphasize the practical application of geology to benefit society. We seek to accomplish our responsibilities through *service, research, outreach, collaboration and educational* activities.

MISSION STATEMENT

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.

Members of the Idaho Geological Survey staff acquire geologic information through field and laboratory investigations and through cooperative programs with other governmental, academic and private sector alliances. The Idaho Geological Survey provides timely and meaningful information to the public, industry, academia and legislative decision makers by conducting geologic mapping, geohazard assessments that focus on earthquakes and landslides, mineral and energy resource assessments, groundwater and hydrology research and educational and outreach opportunities. The Survey's Digital Mapping Laboratory is central to compiling, producing, and delivering new digital geologic maps and publications for the agency. The Idaho Geological Survey is also engaged in the collection and compilation of data and information pertaining to abandoned and inactive mines in the state, earth science education and a newly added focus of petroleum geology assessments. As Idaho grows, demand is increasing for geologic information related to population growth, energy- mineraland water-resource development, landslide hazards and earthquake monitoring.

AUTHORITY

Idaho Code provides for the creation, purpose, duties, reporting, offices, and Advisory Board of the Idaho Geological Survey. The Code specifies the authority to conduct investigations and establish cooperative projects and seek research funding. The Idaho Geological Survey publishes an Annual Report as required by its enabling act.

Service and Outreach

Goal 1: Achieve excellence in collecting and disseminating geologic information and mineral data to the mining, energy, agriculture, utility, construction, insurance, and

banking industries, educational institutions, civic and professional organizations, elected officials, governmental agencies, and the public. Continue to strive for increased efficiency and access to survey information primarily through publications, website products, in-house collections and customer inquiries. Emphasize website delivery of digital products and compliance with new revision of state documents requirements (Idaho Code 33-2505).

Objective 1: Develop and publish survey documents *Performance Measure:* Number of Published Reports on Geology/Hydrology/Geohazards/Mineral & Energy Resources (985 Publications, Maps and Reports cumulative; 15 maps published during 2015).

Benchmark: The number and scope of published reports will be equal to or greater than the number of publications from the preceding year.

Objective 2: Build and deliver website products
Performance Measure: Number of website products used or downloaded (For 2015: 155,577 downloads and 432,321 visitors to the IGS website).

Benchmark: The number of website products used or downloaded will be equal to or greater than the preceding year.

Objective 3: Sustain Idaho State Documents Depository Program and Georef Catalog (International)
Performance Measure: Percentage total of Survey documents available through these programs (~ 99%).

Benchmark: 100%

Objective 4: Sustain voluntary compliance with uploads of new geologic mapping published at the Idaho Geologic Survey to the National Geologic Map Database Website managed by the U.S. Geological Survey.
Performance Measure: *Number of Geologic Maps that are uploaded to this national website depicting detailed geologic mapping in Idaho (583 maps cumulative have been uploaded).*

Benchmark: 100% of all geologic maps that are published at the Idaho Geological Survey each year will be uploaded to this website.

Research

Goal 2: Promote, foster, and sustain a climate for research excellence. Develop existing competitive strengths in geological expertise. Maintain national level recognition and research competitiveness in digital geological mapping and applied research activities. Sustain and build a strong research program through interdisciplinary collaboration with academic institutions, state and federal land management agencies and industry partners.

Objective 1: Sustain and enhance geological mapping and related studies

Performance Measure: Increase the geologic map coverage of Idaho by mapping priority areas of socioeconomic importance and areas that are predisposed to geologic hazards as designated by Idaho Geological Mapping Advisory Committee.

Benchmark: Increase the cumulative percentage of Idaho's area covered by modern geologic mapping.

Objective 2: Sustain and build external research funding

Performance Measure*:* Externally funded grant and contract dollars.

Benchmark: The number of externally funded grant and contract dollars compared to five year average.

Education

Goal 3: Support knowledge and understanding of Idaho's geologic setting and resources through earth science education. Achieve excellence in scholarly and creative activities through collaboration and building partnerships that enhance teaching, discovery, and lifelong learning.

Objective 1: Develop and deliver earth science education programs and public presentations

Performance Measure: Educational programs for public audiences.

Benchmark: The number of educational presentations will be equal to or greater than the previous year.

Key External Factors:

Funding:

Achievement of strategic goals and objectives is dependent on appropriate state funding.

External research support is subject to federal funding and there is increasing state competition for federal programs. Because most federal programs require a state match, the capability to secure these grants is dependent on state funds and the number of full time equivalent employees.

Emerging natural gas and condensate infrastructure and development in southwestern Idaho will necessitate new research tools and personnel at the Survey to maintain research capabilities and to provide pertinent information to the public and the Idaho legislature. Economic partnerships with the energy industry are currently under negotiation.

New partnerships are also being sought through universities, state agencies and natural resource industries.

Demand for services and products:

Changes in demand for geologic information due to energy and mineral economics play an important role in the achievement of strategic goals and objectives. Over the past five years, IGS has experienced a 76% increase in the number of downloaded products from the Survey's website. The number of visitors to the IGS website has increased by 111% over the same five year time frame. State population growth and requirements for geologic information by public decision makers and land managers are also key external factors that are projected to increase over time.

Aspirational Goals for the Idaho Geological Survey:

Provide high quality petroleum assessments and geologic services to evaluate oil gas potential in perspective areas of the state by augmenting the Survey's annual budget with a small percentage (~ 0.25%) of the proceeds from oil and gas severance taxes.

Provide critical mass for primary customer services and state agency collaboration through consolidation of two satellite offices in the southern part of the state at the Boise Water Center.

Provide better agency access for public patrons and growth potential for the IGS by relocation of the Moscow office to a more suitable facility on campus at the University of Idaho.

Increase the number and scope of digital web applications for the Survey's maps and geologic information to accommodate smart phone and tablet technologies for the public.

University of Idaho

Idaho (Washington-Idaho-Montana-Utah, WIMU) Veterinary Medical Education Program STRATEGIC PLAN 2017 - 2021

Idaho (Washington-Idaho-Montana-Utah, WIMU) Veterinary Medical Education Program

STRATEGIC PLAN 2017-2021

VISION STATEMENT:

Improved health and productivity of Idaho's food-producing livestock

MISSION STATEMENT:

Transfer science-based medical information and technology concerning animal well-being, zoonotic diseases, food safety, and related environmental issues – through education, research, public service, and outreach – to veterinary students, veterinarians, animal owners, and the public, thereby effecting positive change in the livelihood of the people of Idaho and the region.

Goal 1. Education

Objective A: Continue to provide and improve the highly-rated and effective experiential veterinary clinical teaching program.

Action Items:

- Ensure offerings of elective rotations for experiential learning opportunities that meet contractual requirements (minimum of 65 rotations offered)

Performance Measures:

- Percentage of elective offerings (blocks) filled
- Number of seniors selecting rotations
- Number/percentage of Idaho resident graduates licensed to practice veterinary medicine in Idaho

Benchmark:

- Student participation in at least 80% of elective rotations offered
- Greater than 40 students selecting rotations
- At least 7 Idaho resident graduates (65%) licensed to practice veterinary medicine in Idaho

Objective B: Pre-clinical veterinary educational opportunities

Action items:

- Administer experiential summer learning opportunities for first- and second-year students in veterinary education program (Northwest Bovine Veterinary Experience Program – NW-BVEP)
-

Performance Measures:

- Annual recurring placement of students

Benchmark:

- Total of 12 first- and second-year veterinary students in the NW-BVEP annually

Goal 2. Scholarly and Creative Activity

Objective: To provide the atmosphere, environment, encouragement, and time for faculty members to cultivate and nurture their scholarly and creative abilities.

Action Items:

- Encourage faculty to remain influential in their professional/educational disciplines appropriate to the educational mission
- Contribute to the AVS Department areas of excellence and the CALS Beef Program of Distinction through grants and publications of research

Performance Measures:

- Number of fellows in disciplinary associations
- Personnel elected to leadership role in professional organizations
- External grants received
- Refereed journal articles

Benchmark:

- Participation in at least one departmental area of excellence and in the CALS Beef POD
- At least one invited presentation by each faculty member to local, state, regional, national, or international meeting.
- At least one external research grant per year funded for scholarly activities and funding of NW-BVEP
- At least one refereed journal article published per year per faculty FTE

External Factors:
The Caine Veterinary Teaching Center (CVTC) has provided years of valued education for 4th year veterinary students from Washington State University College of Veterinary Medicine (WSU-CVM) and now WIMU. CVTC blocks are no longer a required component of the veterinary degree in WIMU. The CVTC is a referral veterinary clinic receiving cases from practitioners in the area. The number of cases referred has been steadily declining over the past 5-10 years. Since the original group of faculty was hired in the 1970s, no new faculty member has attained tenure and remained at CVTC. Currently only a single faculty member remains after resignations of two faculty in FY 2016. Significant Idaho Agricultural Experiment Station funds have been allocated to CVTC with expectations of research productivity; however, little research activity has occurred in the past few years. In order to address potentially a changing educational environment and to use research funds effectively, a review of the CVTC occurred the past year culminating with stakeholder input at a review in June. Veterinary education was identified as the essential function of CVTC. Expectations in veterinary education from WSU-CVM leadership have indicated that the food animal blocks offered through CVTC are important to meeting accreditation but some changes need to occur to fill holes not available through blocks offered in Pullman. Part of the issue is the desire by WSU-CVM for food animal population-based medicine experiences in Idaho. This is difficult due to the “referral” nature of the CVTC clinic. In order for greater field opportunities on farms and ranches in the food animal blocks, a change in faculty access to herds and flocks needs to occur. Utilizing University of Idaho animal resources will be the initial method to enhance access to herds and flocks. As such, faculty with primary responsibility to veterinary medical teaching will be located near existing University of Idaho farms and ranches, and in the heart of the dairy area, Magic Valley. As such, the CVTC will be closed by the end of FY 2017.

WWAMI

Idaho WWAMI
(Washington, Wyoming, Alaska, Montana, Idaho) Medical Education Program

Strategic Plan
2017-2021

WWAMI is Idaho's regional medical education program, under the leadership and institutional mission of the **University of Idaho**, in partnership with the **University of Washington School of Medicine** (UWSOM). In August 2015, we began the new 2015 WWAMI medical school curriculum at all six WWAMI sites. Students started with a multi-week clinical immersion experience—intensively learning the clinical skills and professional habits to serve them throughout their careers. For their first 18 months, students spend a full day each week learning and practicing clinical skills in a community primary care clinic and in workshops. This is in addition to their hospital-based Colleges training with a faculty mentor and small group of peers. This new curriculum allows our students to be on the University of Idaho campus for 3 terms, instead of 2. It also provides our medical students with the option to spend all four years of their medical education in the State of Idaho. The development and implementation of the new WWAMI curriculum is first in the nation to represent the collaborative efforts of faculty, staff, students and others across many states in building and implementing an entire common curriculum.

Over the past three years, 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, expanding the Idaho class size to 35 medical students starting in fall 2015 with the ultimate goal of reaching 40 medical students by fall 2016.

As the **medical education contract program for the State of Idaho** with the University of Washington, the **UI-WWAMI Medical Program** supports the Strategic

Action Plan of its host university, the University of Idaho, while recognizing its obligation to the mission, goals, and objectives of its nationally accredited partner program, the UWSOM.

UWSOM and its partners in the WWAMI region are dedicated to improving the general health and wellbeing of the public. In pursuit of our goals, we are committed to **excellence in biomedical education, research, and health care**. The UWSOM and WWAMI are also dedicated to ethical conduct in all of our activities. As the **pre-eminent academic medical center in our region** and as a national leader in biomedical research, UWSOM places special emphasis on educating and training physicians, scientists, and allied health professionals **dedicated to two distinct missions:**

- **Meeting the health care and workforce needs of our region**, especially by recognizing the importance of **primary care** and providing service to **underserved populations;**
- **Advancing knowledge** and assuming leadership in the **biomedical sciences and in academic medicine.**

We acknowledge a **special responsibility to the people** in the states of Washington, Wyoming, Alaska, Montana, and **Idaho,** who have joined in a unique regional partnership. UWSOM and WWAMI are **committed to building and sustaining a diverse academic community** of faculty, staff, fellows, residents, and students and **to assuring that access to education and training** is open to learners from all segments of society, acknowledging a **particular responsibility to the diverse populations within our region**.

Vision for Medical Student Education

Our students will be highly competent, knowledgeable, caring, culturally sensitive, ethical, dedicated to service, and engaged in lifelong learning.

UWSOM – Idaho WWAMI Medical Student Education Mission Statement

Our mission is to improve the health and wellbeing of people and communities throughout the WWAMI region, the nation, and the world through educating, training, and mentoring our students to be excellent physicians.

Goals for Medical Student Education

In support of our mission to educate physicians, our goals for medical student training are to:

1. Challenge students and faculty to achieve excellence;
2. Maintain a learner-centered curriculum that focuses on patient-centered care and that is innovative and responsive to changes in medical practice and healthcare needs;
3. Provide students with a strong foundation in science and medicine that prepares them for diverse roles and careers;
4. Advance patient care and improve health through discovery and application of new knowledge;
5. Teach, model, and promote:
    a. the highest standards of professionalism, honor, integrity, empathy, compassion, and respect;
    b. a team approach to the practice of medicine, including individual responsibility and accountability, with respect for the contributions of all health professions and medical specialties;
    c. the skills necessary to provide quality care in a culturally sensitive and linguistically appropriate manner;
6. Encourage students to maintain and model a balanced and healthy lifestyle;
7. Foster dedication to service, including caring for the underserved;
8. Engage students in healthcare delivery, public health, and research to strengthen their understanding of healthcare disparities and regional and global health issues; and
9. Provide leadership in medical education, research, and health policy for the benefit of those we serve regionally, nationally, and globally.

Alignment with the Idaho State Board of Education's Strategic Plan 2017-2021

Goal I: A WELL EDUCATED CITIZENRY –Continuously improve access to medical education for individuals of all backgrounds, ages, abilities, and economic means.

Objective A: Access - Provide outreach activities that help recruit a strong medical student applicant pool for Idaho WWAMI.

- ***Performance measure***: the number of Idaho WWAMI medical school applicants per year and the ratio of Idaho applicants per funded medical student seat.
- ***Benchmark*****:** National ratio of state applicants to medical school per state-supported seats.

Objective B: Transition to Workforce - Maintain a high rate of return for Idaho WWAMI graduate physicians who choose to practice medicine in Idaho, equal to or better than the national state return rate.

- ***Performance measure***: Cumulative Idaho WWAMI return rate for graduates who practice medicine in Idaho.
- ***Benchmark***: target rate – national average or better.

GOAL 2: CRITICAL THINKING AND INNOVATION - WWAMI will provide an environment for the development of new ideas, and practical and theoretical knowledge to foster the development of biomedical researchers, medical students, and future physicians who contribute to the health and wellbeing of Idaho's people and communities.

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

- ***Performance Measure***: WWAMI faculty funding from competitive federally funded grants.
- ***Benchmark***: $3M annually, through FY16.

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

- ***Performance Measures*****:** Percentage of Idaho WWAMI medical students participating in medical research (laboratory and/or community health)

- ***Benchmark*:** 100%

Objective C: Quality Instruction – Provide excellent medical education in biomedical sciences and clinical skills.

- ***Performance measure***: pass rate on the U.S. Medical Licensing Examination (USMLE), Steps 1 & 2, taken during medical training.

- ***Benchmark***: U.S. medical student pass rates, Steps 1 & 2.

GOAL 3: Effective and Efficient Delivery Systems – Deliver medical education, training, research, and service in a manner which makes efficient use of resources and contributes to the successful completion of our medical education program goals for Idaho.

Objective A: Increase medical student early interest in rural and primary care practice in Idaho.

- ***Performance measure***: the number of WWAMI rural summer training placements in Idaho each year.
- ***Benchmark***: 20 rural training placements following first year of medical education.

Objective B: Increase medical student participation in Idaho clinical rotations (clerkships) as a part of their medical education.

- ***Performance measure***: the number of WWAMI medical students completing clerkships in Idaho each year.
- ***Benchmark***: 20 clerkship students each year.

Objective C: Support and maintain interest in primary care and identified physician workforce specialty needs for medical career choices among Idaho WWAMI students.

- ***Performance measure***: Percent of Idaho WWAMI graduates choosing primary care, psychiatry, general surgery, and OB/GYN specialties for residency training each year.
- ***Benchmark***: 50% of Idaho WWAMI graduating class choosing needed work force specialties for residency training each year.

Objective D: Maintain a high level Return on Investment (ROI) for all WWAMI graduates who return to practice medicine in Idaho.

- ***Performance measure***: Ratio of all WWAMI graduates who return to practice medicine in Idaho, regardless of WWAMI origin, divided by the total number of Idaho medical student graduates funded by the State.
- ***Benchmark***: target ratio – 60%

Objective E: Efficiently deliver medical education under the WWAMI contract, making use of Idaho academic and training resources.

- ***Performance measure***: Percent of Idaho WWAMI medical education contract dollars spent in Idaho each year.
- ***Benchmark***: 50%

Key External Factors (beyond the control of the Idaho WWAMI Medical Program):

Funding: the number of state-supported Idaho medical student seats each year is tied to State legislative appropriations. Availability of revenues and competing funding priorities may vary each year.

Medical Education Partnerships: as a distributed medical education model, the University of Idaho and the UWSOM WWAMI Medical Program rely on medical education partnership with local and regional physicians, clinics, hospitals, and other educational institutions in the delivery of medical training in Idaho. The availability of these groups to participate in a distributed model of medical education varies according to their own budget resources and competing demands on their time and staff each year.

Population Changes in Idaho: with a growing population and an aging physician workforce, the need for doctors and medical education for Idaho's students only increases. Changes in population statistics in Idaho may affect applicant numbers to medical school, clinical care demands in local communities and hospitals, and availability of training physicians from year to year.

New Medical Curriculum Implemented in 2015: the University of Washington School of Medicine engaged in a major review and revision of the medical school curriculum which will impacted delivery of education and training in the WWAMI programs in Idaho. Given that students will be on the University of Idaho campus for three terms instead of two, adjustments must be made to accommodate the increased number of medical students on campus. Expanded facilities, enhanced technology, additional faculty and support staff are necessary for the additional students and delivering this new state of the art curriculum. The University of Idaho is already anticipating these needs and working toward expanding facilities to accommodate the increased number of students. Tuition funds from third term medical students will help support the program's needs. The University of Idaho has identified and hired the necessary faculty to support programmatic changes implemented in fall 2015. This curriculum renewal offers Idaho the opportunity to keep Idaho students in-state all four years of their medical education, which is a significant advantage in retaining students as they transition to clinical practice.

For-profit Medical Schools in Idaho: There is an increasing need for more high quality clerkships for our students. The current challenge in developing clinical training opportunities is that multiple programs such as medical students, physician assistant students, nurse practitioner students, family medicine residents, internal medicine residents and psychiatry residents are all seeking clinical training sites in Idaho. The proposed introduction of a for-profit medical school in Idaho adding 300 additional students needing clinical training, would create significant challenges for clinicians in Idaho to meet those needs. The saturation of clinical training sites in Idaho has the potential to impact clinical opportunities for Idaho's only public supported medical education program housed in Idaho (WWAMI). Without strategic and thoughtful growth for medical education, the states only allopathic medical education opportunities for Idaho residents may be negatively impacted.

Supplement: Performance Measures

Goal 1 / Objective A. The benchmark is the national ratio of state applicants to medical school to the number of state supported seats. The ratio of applicants in Idaho to the number of available seats was 4.7:1; the national ratio of in-state applicants to available seats is 2.2:1.

Goal 1 / Objective B. The benchmark is 41%, the national average of students that return to their native state to practice medicine. In Idaho, the return rate was 51% (292/578).

Goal 2 / Objective A. The benchmark for this objective is $1.4M annually, through 2015. In FY15, UI WWAMI faculty earned $2.3M in new funding from federal grants.

Goal 2 / Objective B. The benchmark is 100% of Idaho WWAMI students participating in medical research. All students at the UWSOM must participate in a research activity.

Goal 2 / Objective C. The benchmark for the U.S. Medical Licensing Examination (USMLE), Steps 1 & 2, is the U. S. medical student pass rates.

Goal 3 / Objective A. The benchmark is 20 rural training placements following the first year of medical education. During the past summer, 23 students completed a R/UOP experience in Idaho.

Goal 3 / Objective B. The benchmark is 20 clerkship students per year in Idaho. The Idaho Track is a voluntary program of the University of Washington School of Medicine in which students complete the majority of required clinical clerkships within Idaho. Third-year Idaho Track medical students complete five of six required clerkships in

Idaho, and fourth-year Idaho Track medical students complete three of four required clerkships in Idaho. Twelve third-year students and seventeen fourth-year students participated in the Idaho Track during the 2014-2015 academic year. In addition to Idaho Track students, other UWSOM students rotated among the various clinical clerkships in Idaho. During academic year 2014-15, a total of 91 UWSOM students completed one or more clinical rotations in Idaho. Those 91 medical students completed a total of 260 individual clinical rotations in Idaho.

Goal 3 / Objective C. The benchmark is 50% of the Idaho WWAMI graduating class choosing a specialty for residency training that is needed in the state (primary care, psychiatry, general surgery, and OB/GYN specialties). The specialties of the 201 graduating class are as follows:

Emergency medicine (1)
Family Medicine (6)
Internal Medicine (5)
Obstetrics – Gynecology (3)
Transitional Medicine (1)
Orthopedic surgery (1)
Pediatrics (4)
Radiation – Diagnostic (1)
Vascular Surgery (1)

Goal 3 / Objective D. The benchmark for the Return on Investment (ROI) for all WWAMI graduates who return to practice medicine in Idaho is 60%. The current ROI is 75% (435/578).

Goal 3 / Objective E. The benchmark for this objective is 50%, the percentage of Idaho WWAMI medical education dollars spent in Idaho each year. In FY15, 72% of the State appropriations were spent in Idaho.

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ISU Department of Family Medicine
Strategic Plan
2017-2021

Vision:

The Idaho State University Family Medicine Residency (ISU FMR) envisions a clinically rich residency program; graduating courteous, competent, rural physicians.

Mission:

ISU FMR is committed to interdisciplinary, evidence-based care and service to our patients and community; university-based education of residents and students; and recruitment of physicians for the State of Idaho.

Values:

PROFESSIONALISM – We adhere to the highest level of professionalism in our relationships with our patients, staff and colleagues

COMMUNICATION – We aspire to clear, open communications with each other and our patients; and to precise, well-formatted presentation of medical information to other physicians

QUALITY – We continually seek ways to analyze and improve the quality of care provided to our patients, and to fulfill the published criteria of excellence in residency education.

COLLEGIALITY – As medical educators and learners we coordinate education and care with colleagues from a wide range specialties and health professions.

INNOVATION – We espouse current innovations in primary health care including electronic record keeping and communication, and the Patient Centered Medical Home Model.

ACCOUNTABILITY – We are accountable to ourselves and to our sponsors for the financial viability of the residency and the efficiency of the department.

RESPONSIBILITY – We take responsibility for our actions and work to improve patient care through excellence in medical education.

RESPECT – We demonstrate respect for each other and those with whom we interact. We remain courteous in our interactions and in respecting diversity. Even if we disagree, we do so with both civility and a desire to reach mutually beneficial solutions.

JUSTICE – We believe all patients have a fundamental right of access to appropriate health care. We advocate for our patients and assist them in navigating through the health care system.

BENEFICENCE – Primum non nocere. Patients will not be harmed by our care. Resident education will not be abusive or excessive in work hours or disrespectful of personal needs.

AUTONOMY – We respect a patient's right to decide their health care, and to information to assist in the decision making process.

GOAL 1: Access – Recruitment of physicians for Idaho
Objectives for access:

a. Ensure national reputation and online national exposure to maintain a high number of high caliber applicants to the ISU FMR.
    - *Performance measure:*
        - *High application rate and interview rate.*
    - *Benchmark:*
        - *Applicant rate should be above 200 and interview rate should be 10 times the number of resident positions, or above 70 per year.*

b. Match successfully each year through the Electronic Residency Application System.
    - *Performance measure:*
        - Successful match each March for the ISU FMR.
    - *Benchmark:*
        - Initial fill rate for seven positions: 100%. Supplemental match rate (SOAP): 0%

c. Structure the program so that 50% of graduates open their practices in Idaho
    - *Performance Measure*
        - Number of graduates practicing in Idaho
    - *Benchmark:*
        - 50% of graduates practicing in Idaho

d. Train and encourage residents to settle and serve rural and underserved (CHC, IHS, HPSA, MUA) locations.
    - *Performance measure:*
        - Number of graduates practicing in rural and underserved areas.
    - *Benchmark:*
        - 75% of graduates practice in rural and underserved areas.

GOAL 2: Quality – Sustain and continuously improve medical care for Idaho citizens through education, quality improvement, and clinical research
Objectives for quality:

a. Prepare and ensure that residents are educated to become board certified in family medicine.
    - *Performance measure:*
        - Number of residents who take the American Board of Family Medicine exam within one year of training.
    - *Benchmark:*
        - 100% of resident graduates take the ABFM exam within one year.

b. Achieve a high board examination pass rate.
    - *Performance measure:*
        - *Board examinations passed.*
    - *Benchmark:*
        - *90% of graduates passed the ABFM exam in the last five years.*

c. Achieve high resident quality improvement rate.
    - *Performance measure:*
        - *Number of quality improvement projects.*
    - *Benchmark:*
        - *100% of residents will complete QI project by the end of PGY3.*

d. Achieve a high scholarly activity rate.
    - *Performance measure:*
        - *Scholarly department output.*
    - *Benchmark:*
        - *Number of scholarly activities by faculty and residents– publications & presentations.*

GOAL 3: Efficiency – improve long-term financial viability of the department/residency program

Objectives for efficiency:

a. Maintain the best operational and financial structure to maximize funding streams and clinical revenues
    - *Performance measure:*
        - Maintain the New Access Point for Health West Pocatello Family Medicine.
    - *Benchmark:*
        - Completed and maintained affiliation agreement.

b. Transition residency program through change in ownership and administration of Portneuf Medical Center (PMC)
    - *Performance measure:*
        - Level of support from PMC for ISU Family Medicine
    - *Benchmark:*
        - Completed affiliation agreement with negotiated and maintained financial and programmatic support.

c. Maintained GME reimbursement
    - *Performance measure:*
        - GME dollars reimbursed through cost reports.
    - *Benchmark:*
        - Maximize GME reimbursement per FTE.

d. Additional funding streams.
    - *Performance measure:*
        - Identify and maintain additional funding streams.
    - *Benchmark:*
        - Number of grants funded, donations foundation giving, maximized patient revenue, HRSA funds, and contractual funding.

External Factors (beyond control of the ISU Department of Family Medicine)

1. **Access – Recruitment of physicians for Idaho.**
    a. Number of applicants depends upon the pool of medical students choosing family medicine.
    b. Number of applicants who match in the program is dependent on multiple factors including geographic ties and choice.
    c. Number of residents settling in rural locations and in Idaho is dependent on freedom from other commitments such as loan repayment, military service, and service obligations to other states.

2. **Quality – Sustain and continuously improve medical care for Idaho citizens through education, quality improvement, and clinical research.**
    a. Board examination pass rates are set nationally.
    b. For quality projects, we are dependent on the efficiency of data base retrieval systems.
    c. For medical research projects, we are dependent on external funding opportunities that vary nationally over time.

3. **Efficiency- Improve the Long-term financial viability of the department/residency program.**
    a. Health West Board decisions.
    b. Parent Legacy corporate decisions regarding PMC.
    c. National decisions regarding payment for graduate medical education.

Strategic Planning – Mid-term (3-5 years)
The ISU Department of Family Medicine has defined mid-term (3-5 years) and long-term (6-10 years) strategic planning components some of which are outlined below.

GOAL 1: Access – Recruitment of physicians for Idaho
Objectives for access
1. Maintain core residency program at 7-7-7.

- *Performance measure:*
  - Number of residents.
  - Benchmark: 21 residents in training.

2. Explore and develop opportunities for expansion of residency training:
   - Fill existing faculty vacancies and add additional new faculty and other infrastructure to support expansion.
   - Relocate the residency administrative offices and main clinical site to a larger location:
     - To better match the current heavy clinical demands
     - To expand opportunities for inter-professional clinical training in pharmacy, behavioral health, radiation technology, nutrition and other health professions disciplines
     - Will allow the opportunity to expand class size at the base program.
   - Identify and develop Rural Training Track sites
   - Establish satellite Family Practice Center clinical training sites in collaboration with Health West and other partners.

GOAL 2: Efficiency – Improve long-term financial viability of the department/residency program

Objectives for access

1. Develop collaborative and supportive affiliation with Health West.
   - *Performance measure:*
     - Completion of joint budgeting process
   - *Benchmark:*
     - Meeting joint budgetary goal
2. Develop collaborative and supportive affiliation with PMC.
   - *Performance measure:*
     - Completion of affiliation agreement with agreed ongoing support.
   - *Benchmark:*
     - Dollar amount of financial support

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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.

Revenue and Expenditures

Revenue	FY 2012	FY 2013	FY 2014	FY 2015
General Fund	$857.300	$873,000	$905,200	$923,100
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	$0	$0	$0	$0
Total	**$857,300**	**$873,000**	**$905,200**	**$923,100**

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 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)

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 Physician Residents Graduating[1]	100%	100%	100%	100%	100%
Percentage of Graduates Successfully Completing Board Examination[1]	71%	100%	100%	100%	100%
Percentage of Resident Training Graduates Practicing in Idaho[1]	49%	48%	48%	50%	50%
Number of Residents Matched Annually[1]	7	7	7	7	7
Percentage of Qualified Idaho Residents Offered Interviews for Residency [1]	100%	100%	100%	100%	100%
Number of Pediatric Rotations in 3rd year	0	0	6	7	7
Meeting National PCMH Criteria[2]	N/A	50% Met	90% Met	100%	100% Met
Increase GME Reimbursement[3]	$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 Access by ensuring well qualified medical students are recruited to be trained in Idaho, successfully graduate, pass their Boards so that they can be licensed and settle in Idaho.
2. Meeting Patient Centered Medical Home Criteria: 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 Medicare Graduate Medical Education Reimbursement (GME) through documenting Resident FTE education through the annual hospital cost report.

For More Information Contact

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Strategic Plan

2016-2021

Background:

The Idaho Small Business Development Center (Idaho SBDC) was established in 1986 as part of a nationwide network created to improve the success of small businesses. The U. S. Small Business Administration, the State of Idaho, the hosting institutes of higher education, and private donations fund the organization.

The Idaho SBDC network includes business consultants, trainers, support staff and volunteers that operate from the state's colleges and universities. Boise State University's College of Business and Economics serves as the main host with administrative responsibility for directing the type and quality of services across the state. Six Regional offices are funded under sub-awards with their host institutions. The locations result in 90% of Idaho's businesses located within a 1 hour drive of each of the following locations:



- ❶ North Idaho College - Coeur d'Alene
- ❷ Lewis-Clark State College - Lewiston
- ❷ Boise State University – Boise and Nampa
- ❹ College of Southern Idaho - Twin Falls
- ❺ Idaho State University - Pocatello
- ❻ Idaho State University - Idaho Falls

Services include confidential one-on-one consulting and focused training. Staff members are very involved in the business and economic development efforts in their areas and; therefore, are positioned to respond rapidly to the changing business environment.

Mission:

To enhance the success of small businesses in Idaho by providing high-quality consulting and training, leveraging the resources of colleges and universities.

Vision:

Idaho SBDC clients are recognized as consistently outperforming their peers.

Tag Line:

Empowering Business Success

Operating Principles:

The Idaho SBDC is committed to four principles to maintain a high standard of service:

1. Focus on the Client: The very future of the Idaho SBDC program depends on creating satisfied clients. To this end, each client contact is considered an opportunity to focus on client needs and desires. Responding quickly with individual attention to specific and carefully identified client needs, then seeking critical evaluation of performance are standard processes followed with each client and training attendee.

2. Devotion to Quality: Providing consulting and training through a quality process and constantly seeking ways to improve that process are necessary to providing exceptional service. Fostering teamwork, eliminating physical and organizational barriers that separate people, establishing long-term relationships with partners and encouraging all to participate in quality improvement are some of the actions that demonstrate devotion to quality.

3. Concentration on Innovation: To innovate is to improve through change. Staff members constantly seek ways to improve methods and processes and assume a leadership role in trying new approaches to serve clients. Regular performance reviews, participation in related organizations, and attending professional development workshops are some of the ways that innovation is supported.

4. Commitment to Integrity: The Idaho SBDC values integrity and conducts all services in an ethical and consistent manner. We will do our best to provide honest advice to our clients with our primary motivation to be the success of the business. In return, we also expect our clients to be straight forward and share all information necessary to assist them in their business.

Priorities:

The Idaho SBDC is focused on the following strategic priorities:

1. Maximum client impact – While the SBDC provides services to all for-profit small businesses, it is clear that a small percentage of businesses will contribute the majority of the impact. Improving the ability to identify impact clients, develop services to assist them, and create long-term connections will increase the effectiveness of the Idaho SBDC.

2. Strong brand recognition – The Idaho SBDC remains unknown to a large number of businesses and entrepreneurs, as well as stakeholders. A consistent message and image to convey the SBDC value in conjunction with systematic marketing are necessary to raise the awareness of the SBDC value to both potential clients and stakeholders.

3. Increased resources – Federal funding remained level from 1998 until 2007 resulting in a very lean operating budget and loss of several positions. A slight increase was received for 2008 however; funding was again reduced from the state and host institutions during the recession. Additional resources – both cash and in-kind – are necessary to have an impact on a greater portion of small businesses and entrepreneurs.

4. Organizational excellence – The Idaho SBDC has received accreditation with no conditions for the past 3 cycles covering over 12 years. The organization must continually improve to maintain this excellence.

Market Segments:

The small business market served by the Idaho SBDC can be divided into four key segments. With limited resources and the knowledge that in-depth, on-going consulting gives greater returns, the focus is on Segment 3 – high impact clients.

Segment 1:

Pre-venture – These potential clients are not yet in business. They will be assessed for the level of effort already put into the venture. Entrepreneurs who have not moved beyond the idea stage will be directed to a variety of resources to help them evaluate the feasibility of their idea. They will need to take further steps before scheduling an appointment with a consultant. These pre-venture clients will be less than 40% of the total clients and will receive 25% or less of consulting services. A small segment of these clients will be designated as high impact potential clients (Segment 3) and/or export/tech clients (segment 4).

Segment 2:
Established businesses – This segment contains established businesses. A consultant will meet with them to evaluate their needs and formulate a plan to work together. The majority of businesses in this category will have 20 employees or less. Over 60% of Idaho SBDC clients and over 75% of consulting time will be spend on clients in this category. This segment will also contain some businesses that will be designated as high impact potential (segment 3) and/or export/tech clients (segment 4).

Segment 3:
Impact clients – This segment is composed of businesses with the potential to grow sales and jobs. It is further divided into those with expected short-term impact and those that are considered long-term growth clients. These businesses will receive focused long-term services and coaching and be tracked separately in the MIS system with a goal of spending at least 40% of time on these clients. A proactive approach will be used with these clients.

Segment 4:
Export and Technology clients – Focus in this segment brings wealth into the state through exporting and the creation of higher paying jobs with technology companies. Cross network teams have been created to assist these clients. Export companies are typically existing businesses while tech companies can occur in either pre-venture or existing business segments.

Segment 5:
Rural businesses – Ensuring that the Idaho SBDC serves all counties in Idaho is important for local and regional economies. In conjunction with local economic development initiatives, the Idaho SBDC provides consulting, coaching and training to help small businesses in rural areas operate efficiently and effectively in a changing economy.

Success:

Success is defined as a client achieving the best possible outcome given their abilities and resources. Success does not necessarily mean that the business will start or that there will be increases in capital, sales, and jobs. For some clients, the best possible outcome is to decide not to open a business which has a high likelihood of failure. Preserving capital can be success in some situations. There may also be circumstances that cause a client to choose to limit the growth of their business. It is important to recognize the clients' goals, help them understand their potential, and then jointly identify success.

Allocation of Resources:

The Idaho SBDC shifts resources as appropriate to achieve the goals of the Strategic Plan. Lean budgets have prompted shifting financial resources from operating to personnel to assure that Idaho small businesses receive the same level of service. Currently, the operating budget for the Idaho SBDC is at what is considered a floor for supporting existing personnel and offices. The annual budget for the Idaho SBDC is distributed as follows:

- Personnel = 71% of total budget, 90% excluding indirect costs
- Operating (travel, supplies, etc.) = 8% of total budget, 10% excluding indirect costs
- Indirect costs = 21%

Increases in funding will be directed toward client assistance. Reduction in funding will favor minor reductions in employee hours versus eliminating positions.

In addition to financial constraints, the *Operations Manual* sets a policy for allocation of time as 60% consulting, 20% training, and 20% administrative. Milestones for each center and minimum hours for consultants and regional directors are based on the time allocation. To maintain service at the existing level, operate within the financial constraints, and meet the time allocation policy, the Idaho SBDC focuses on shifting personnel resources to achieve strategic plan goals. For example, to shift the focus to high impact clients, requests for assistance from pre-venture businesses are shifted to training and web resources to free up consulting time. The SBDC will continue to use this model for distribution of resources to achieve the strategic plan goals as long as a constraint remains on operating resources.

Needs:

In the statewide needs assessment process, the following areas were identified as top client needs and will be incorporated into trainings and professional development.

- Access to capital
- Financials/cash flow
- Marketing
- Business model

SWOT

INTERNAL	EXTERNAL
Strengths	Opportunities
• No-cost • Staff – expertise, passion, and professional development system • Public and private partnerships and networks including host colleges and universities • Systems for high performance • Leadership at all levels	• Changes in the economy • Strategic partners – leveraging resources • Entrepreneurial culture • Increase in angel investors • New business trends • Baby boomers
Weaknesses	Threats
• Market position – penetration of established small business market, brand, awareness beyond startup assistance (attraction of high growth companies) • Sharing tools and resources at state and national levels • Large geographical area to cover	• Economy – especially in rural areas, hard for businesses to succeed and hard for businesses in all area to find funding • Past funding reductions at state and federal level • Competitors

Goals and Objectives:

Goal 1: Maximum Client Impact

Meet yearly established critical measures.

Objective 1.1: Integrate the Business Model Canvas approach into the network.
Performance Measure: Incorporate into professional development conference and present at national association meeting.
Benchmark: All staff are proficient in using the approach by 2019.

Objective 1.2: Develop long-term relationships with growth and impact clients.
Performance Measure: Percent of impact clients
Benchmark: 50% impact clients by 2019.

Objective 1.3: Expand expertise available to clients through cross-network consulting, adding programs, using tools, and increasing partnerships.

Performance Measure: Integrate the PTAC program, increase cross-network consulting and identify new tools.

Benchmark: Accepted PTAC proposal, 10% hours of cross-network consulting/region, # of tools used, # new partnerships created.

Goal 2: Strong Brand Recognition

Increase brand awareness with stakeholders and the target market.

Objective 2.1: Increase website usage and linkage with services.

Performance Measure: Continually refresh website.

Benchmark: Increase website usage by 20% by December 2016.

Objective 2.2: Maintain strong community engagement through presentations, newsletters, articles, press releases, Chambers, etc.

Performance Measure: client referrals

Benchmark: Increase referrals from community partners.

Objective 2.3: Create and implement a yearly marketing plan.

Performance Measure: Marketing Plan

Benchmark: Completed Marketing Plan

Goal 3: Increase Resources

Increase funding and resources to serve Idaho's small businesses.

Objective 3.1: Bring additional resources to clients through partnerships, students, and volunteers.

Performance Measure: hours of consulting from non-SBDC staff

Benchmark: 20% of hours

Objective 3.2: Develop specialized training such as around the Business Model Canvas approach.

Performance Measure: new workshops generating additional revenue

Benchmark: a new workshop/year to 2019

Objective 3.3: Seek additional funding for Phase 0 program and to leverage DLA funding for the PTAC.

Performance Measure: funding increase

Benchmark: $50,000 for Phase 0 program and $50,000 for PTAC

Objective 3.4: Seek continued and/or additional grants (FAST, ITD, etc.), sponsorships, etc. for increased funding in focused areas.

Performance Measure: funds received

Benchmark: $200,000 in funds each year

Organizational Excellence

Goal 4: The percentage of Idaho SBDC clients' impact to the total national impact is greater than Idaho's percentage of SBA funding.

Objective 4.1: Integrate the highest standards and systems into day-to-day operating practices to achieve excellence on all reviews and meet goals.

Performance Measure: Achieve highest rating and/or meet goals for SBA exam, program reviews, Accreditation, SBA goals, etc.

Benchmark: Highest rating

Objective 4.2: Update new employee orientation and certification process.

Performance Measure: Completion of update

Benchmark: Completion by December 2016

Objective 4.3: Add 2 export certified consultant to the network.

Performance Measure: Completion of hire

Benchmark: total of 2 export certified consultants by Dec. 2019

External Factors

The items below are external factors that significantly impact the Idaho SBDCs ability to provide our services and are outside of our control.

1. **Economy**. The general state of the economy in Idaho and across the nation has a huge impact on the Idaho SBDC's ability to create impact through our assistance to entrepreneurs. The Idaho SBDC has observed that businesses that use our services do much better in poor economic times than the average business in Idaho. The recent economic downturn has highlighted how challenging it is to grow sales, increase jobs, raise capital, and start a new business.

2. **Funding.** Funding from federal, university and state sources directly impact the resources available to the Idaho SBDC. Without the financial resources available to hire and retain the right people and provide them with the tools they need (phone, computers, professional development, etc), it will be challenging to serve Idaho's entrepreneurs effectively.

Critical Measures

Meeting the measures below will assure that the Idaho SBDC is meeting strategic plan goals.

Metric	Post Falls	Lewiston	Boise	Twin Falls	Pocatello	Idaho Falls	Total
Hours	2,724	2,132	7,171	2,100	2,434	2,579	19,140
Avg. hours/client	8.5	8.5	18.5	8.5	8.5	8.5	61
Impact %	40%	40%	40%	40%	40%	40%	40%
5+ hour clients	78	66	228	61	59	74	566
Business starts	12	13	37	10	11	11	94
Capital raised (MM)	$ 3.70	$ 2.15	$ 11.86	$ 3.28	$ 3.29	$ 3.49	$ 27.77
Jobs created	81	63	228	68	73	77	590
Sales growth (MM)	$ 3.98	$ 3.05	$ 12.64	$ 3.28	$ 3.53	$ 3.75	$ 30.22
Training Hours	1,000	728	1,520	728	1,000	1,000	5,976
Satisfaction	90%	90%	90%	90%	90%	90%	90%
Return on Investment							4:1

Idaho Dental Education Program

S T R A T E G I C P L A N

2017-2021

VISION STATEMENT

The Idaho Dental Education Program envisions **an elite educational program; graduating competent and ethical dentists who benefit the residents of Idaho as professionals.**

MISSION STATEMENT

The Mission of the Idaho Dental Education Program is to provide Idaho residents with access to quality educational opportunities in the field of dentistry.

The Idaho Dental Education Program is designed to provide Idaho with outstanding dental professionals through a combination of adequate access for residents and the high quality of education provided. The graduates of the Idaho Dental Education Program will possess the ability to practice today's dentistry. Furthermore, they will have the background to evaluate changes in future treatment methods as they relate to providing outstanding patient care.

The Idaho Dental Education Program is managed so that it fulfills its mission and vision in the most effective and efficient manner possible. This management style compliments the design of the program and provides the best value for the citizens of Idaho who fund the program.

GOALS OF THE IDAHO DENTAL EDUCATION PROGRAM

The Idaho Dental Education Program (IDEP) serves as the sole route of state supported dental education for residents of Idaho. The IDEP program has been consistent in adhering to the mission statement by fulfilling the following goals:

Goal 1: Provide access to a quality dental education for qualified Idaho residents.

Objective:
Provide dental education opportunities for Idaho residents comparable to residents of other states.

- *Performance Measure:*
  - Contract for 4-year dental education for at least 8 Idaho residents.
- *Benchmark:*
  - Current contract in place with Creighton University School of Dentistry or another accredited dental school.

- *Performance Measure:*
  - Board examination scores on both Parts I and II of the Dental National Boards.
- *Benchmark:*

- Pass rate will meet or exceed 90%.

- *Performance Measure:*
  - Percentage of first time pass rate on the Western Regional Board Examination or Central Regional Dental Testing Service.
- *Benchmark:*
  - Pass rate will meet or exceed 90%.

Objective:
Provide additional opportunities for Idaho residents to obtain a quality dental education.

- *Performance Measure:*
  - Number of students in the program.
- *Benchmark:*
  - Increase the number of students in the program from 8 to 10.

Goal 2: Maintain some control over the rising costs of dental education.

Objective:
Provide the State of Idaho with a competitive value in educating Idaho dentists.

- *Performance Measure:*
  - State cost per student.
- *Benchmark:*
  - Cost per student will be less than 50% of the national average state cost per DDSE (DDS Equivalent). The cost per DDSE is a commonly utilized measure to evaluate the relative cost of a dental education program.

Goal 3: Serve as a mechanism for responding to the present and/or the anticipated distribution of dental personnel in Idaho.

Objective:
Help meet the needs for dentists in all geographic regions of the state.

- *Performance Measure:*
  - Geographical acceptance of students into the IDEP program.
- *Benchmark:*
  - Students from each of the 4 regions of Idaho (North, Central, Southwest, and Southeast) granted acceptance each year.

- *Performance Measure:*
  - Return rates
- *Benchmark:*
  - Maintain return rates of program graduates in private practice which average greater than 50%.

Goal 4: Provide access for dental professionals to facilities, equipment, and resources to update and maintain professional skills.

Objective:
Provide current resources to aid the residents of Idaho by maintaining/increasing the professional skills of Idaho Dentists.

- *Performance Measure:*
  - Continuing Dental Education (CDE).
- *Benchmark:*
  - Provide continuing dental education opportunities for regional dental professionals when the need arises.

- *Performance Measure:*
  - Remediation of Idaho dentists (if/when necessary).
- *Benchmark:*
  - Successfully aid in the remediation of any Idaho dentist, in cooperation with the State Board of Dentistry and the Idaho Advanced General Dentistry Program, such that the individual dentist may successfully return to practice.

KEY EXTERNAL FACTORS:

Funding:
Most Idaho Dental Education Program goals and objectives assume ongoing, and in some cases additional, levels of State legislative appropriations. Availability of these funds can be uncertain. Currently with State budget considerations that specifically impact our program, the goal to increase the number of available positions within the program from 8 to 10 has not been feasible. This will remain a long-term goal for the program.

Program Participant Choice:
Some IDEP goals are dependent upon choices made by individual students, such as choosing where to practice. Even though this is beyond our control, we have had an excellent track record of program graduates returning to Idaho to practice.

Idaho Dentist to Population Ratio
The more populated areas of Idaho are more saturated with dentists, making it difficult for new graduates to enter the workforce in these areas. With this in mind, we have still seen a good percentage of program graduates return to Idaho to practice.

Educational Debt of Graduates
The average educational debt of IDEP graduates continues to be an area of concern (for 2015 it was $162,562). This amount of debt may limit graduates to more urban areas of practice initially.

Student Performance

Some of the goals of the program are dependent upon pre-program students to excel in their preparation for the program. However, we have not encountered difficulty in finding highly qualified applicants from all areas of the State.

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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 and Expenditures:

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	$511,200	$487,800	$554,400	$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	$1,114,100	$1,125,300	$1,160,900
Total	**$1,522,700**	**$1,464,300**	**$1,478,300**	**$1,512,200**

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

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 - 1st 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

Goal 3 of Strategic Plan - Geographical acceptance of students into the IDEP program	No: No Central Idaho Acceptable Applicants	Yes	Yes	Yes	Students from each of the 4 regions of Idaho (North, Central, Southwest, and Southeast) granted acceptance each year
Goal 3 of Strategic Plan - Percentage of IDEP Graduates Returning to Idaho to practice ****	50%	60%	50%	60%	>50%
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.

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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Idaho Museum of Natural History
Strategic Plan Revision
FY2017-2021

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Idaho Museum of Natural History

Introduction

The Idaho Museum of Natural History (IMNH) is the state's premier institution of its kind for discovering, interpreting, preserving and disseminating knowledge in the core disciplines of Natural History. These include:

Earth Sciences and Ancient Environments
- paleontology
- rocks and minerals
- earth history

Life Sciences and Ecosystems
- botany
- mammals, birds, fish and reptiles
- ecosystems and adaptations

Peoples, Cultures, and Ancient Lifeways
- anthropology
- archaeology
- human ecology

Accredited by the American Association of Museums, IMNH operates under the auspices of the State Board of Education from the campus of Idaho State University, a doctoral-level university in Pocatello. The university provides substantial support, advocacy and supervision. This is a mutually beneficial and supportive relationship that facilitates museum engagement with students, faculty, K-12 educators and other important constituents locally, statewide and around the world.

Our four divisions -- anthropology, earth sciences, life sciences and education -- operate in facilities that include classrooms, research laboratories, artifact and fossil preparation laboratories, storage for permanent collections, and an exhibition fabrication shop. The museum houses an exhibition gallery, the Idaho Virtualization Laboratory, curator offices, and research areas for students and visiting scientists. There also are administrative offices, the Education Resource Center, Discovery Room and the Museum Store.

Through a range of opportunities for learning and enrichment, we reach out continually to diverse constituencies, from K-12 and graduate students to higher-education faculties and field researchers.

Our roots

The museum is rooted in Idaho's higher-education system. A group of forward-looking professors and community leaders founded it in 1934 as the Historical Museum at the Southern Branch of the University of Idaho — today's Idaho State University. In 1977, Gov. John Evans signed a proclamation designating IMNH as Idaho's museum of natural history; in 1986 the Legislature made the proclamation law.

Our mission

The mission of the Idaho Museum of Natural History is to acquire, preserve, study, interpret, and display objects relating to the natural history of Idaho and the Northern Intermountain West for research and education. The Museum seeks to enhance in the citizens of Idaho and visitors an understanding of and delight in Idaho's natural and cultural heritage. Specific areas of interest encompass the anthropology, botany, geology, paleontology, and zoology of Idaho and the Northern Intermountain West. Audiences served include citizens of Idaho, visitors, and the national and international community of students and scholars. Information is disseminated through exhibitions, public and professional presentations, publications, formal and informal education, telecommunications, and other interpretative programs.

Our vision

The Idaho Museum of Natural History strives to make science and cultural history accessible, relevant and meaningful. We aspire to make our research and knowledge portfolios more broadly accessible through measures that will mitigate the limitations of brick-and-mortar facilities.

We see existing and emerging information technologies as tools that will enable us to overcome logistical, geographic and financial barriers to learning. There is no substitute for a leisurely afternoon spent among our exhibits. Yet there is a new frontier: bringing Idaho's museum to the people wherever they live, work and learn.

In this spirit, our staff is eager to augment our physical facilities in Pocatello with Internet-driven tools that will help us deliver the scientific, educational, cultural and economic benefits of this institution to its stakeholders wherever they are.

We work each day at IMNH to expand our contribution to Idaho as a productive research and education resource for the State and region. We are committed to being efficient and innovative in work that fulfills our mandate. So over the next five years IMNH will focus on making the benefits of our work known and available to all.

We will accomplish this through the following means:

- scholarship, exhibitions and educational programs
- partnerships and fundraising
- outreach, lectures and symposiums
- information technologies

IMNH Today

Organizational Chart

- Dr. Leif Tapanila, Director & Earth Science and John White Paleontological Repository Curator
    - Dr. Andy Speer, Anthropology & Earl Swanson Archaeological Repository Curator
        - Amber Tews, Anthropology Collections Manager
        - Amy Commendador-Dudgeon, Earl Swanson Archaeological Repository Collections Manager
    - Dr. Rick Williams, Life Science & Ray J. Davis Herbarium Curator
        - Janet Bala, Life Science & Ray J. Davis Herbarium Collections Manager
    - Dr. Mary Thompson, Earth Science & John White Paleontological Repository Senior Collections Manager
    - Education Resource Coordinator
    - Curt Schmitz, Registrar
    - Robert Schlader, Idaho Virtualization Laboratory (IVL) Manager
        - Nicholas Clement, IVL Tech Specialist
        - Jesse Pruitt, IVL Tech Specialist
        - Brandon Jacobia, IVL Tech Specialist
    - Faith Tan, Administrative Assistant & Store and Gallery Manager
    - Lindy Warden, Financial Technician

We are currently enhancing the museum's professional and scientific stature by expanding the museum's collections and research activity in three key areas:

The **John A. White Paleontological Repository** houses the largest paleontological collections in Idaho. We are expanding these collections through extensive field research, and using these collections to assist the State of Idaho in meeting new US Government regulations concerning the discovery of paleontological resources on State and Federal lands.

The **Swanson Archaeological Repository** at the IMNH currently houses and preserves archaeological collections from southern and eastern Idaho that belong to state and federal agencies. This includes hundreds of boxes containing over 300,000 archaeological specimens. These collections are growing through active field research and contractual arrangement with a number of agencies. We are further expanding the existing Swanson Archaeological Repository to store collections for federal and state agencies outside of Idaho as well.

The **Ray J. Davis Herbarium**, with a collection of nearly 80,000 plants, is expanding through a consortium of regional herbaria through grants and cooperative agreements. Students and staff are actively collecting and processing plant specimens expanding our holdings, and making possible new studies of biodiversity and range management.

Collection efforts are substantial in all other areas of the museum as well. Active expansion in ethnography, mammalogy, herpetology, and geology are making the museum a stronger research and education institution, and enhancing our National and International reputation.

Guiding IMNH's future

Stakeholder groups will be central to our success over the next five years. The new **Executive Committee**, comprised of IMNH curators, is tasked with long-range planning, seeking consensus in key areas of management, and building a team approach to solving important management priorities, including budgets. **Friends of the Museum** is a community auxiliary to the museum with broad subscription membership from southern Idaho. The Friends will provide an organizing network, sponsor lectures, field trips and community events. The 16-member **Museum Advisory Committee** includes state legislators, bankers, philanthropists, mayors, and business and community leaders; it is our organizational and advisory leadership unit, providing opportunities to reach out across Idaho and the Nation.

Goals and objectives

FY 2017-2021

Goal 1
Engage the Community.

The public face of the Museum is defined by its exhibits, programs and events. Over the decades our Museum has varied its level of intensity in delivering content to the public. We recognize the fundamental mission of the Museum is to inform the citizens of Idaho about their past culture and natural history. Our goal is to reinvest in our front-end experience to broaden the engagement with our community and region. As part of this effort the museum recognizes it needs to be more proactive at marketing itself and its activities and shaping the local perception of the museum as being a vibrant place to be entertained and enlightened, to visit regularly, and to be supported as an integral member of Pocatello's community.

Objective 1.1 Increase museum attendance by 10% per year

Performance Measure 1: Develop an exhibit rotation 2 years in advance

Benchmark: Sustain exhibit rotation 2 years in advance

Performance Measure 2: Develop and revise a marketing strategy

Benchmarks: In this coming FY2017, create and complete 2-yr plan; In FY2018, create and complete 5-yr plan; Update 5-yr plan every 2 years

Performance Measure 3: Diversify funding sources to provide budgets for exhibits and marketing; Beginning in FY2017, reestablish previous donors to the museum

Benchmark: Increase funding by 5% per year

Goal 2
Synergize with ISU

The Idaho Museum of Natural History began as an outgrowth of collections made by university professors in 1934. The long association of our museum with Ida State University and our location on campus is a great asset to both institutions and for the state of Idaho. As a goal we would like to build stronger bridges between the stakeholders at ISU and the Museum to find areas of mutual benefit that can provide services for ISU students facilitate ISU research while serving a mission of the museum. We recognize five new objectives:

Objective 2.1 Programming and events for students: Nearly 12,000 ISU students are on the Pocatello campus annually, yet, historically their participation and attendance has been low at the Museum. We intend on reversing strand by specifically creating programs events and exhibits that will appeal to ISU students and occur at times when they are more likely able to participate. Marketing efforts will also focus on student body.

Performance Measures: Establish specific programs for students; Seek funding through student activity fee

Benchmarks: Student participation in programs up 10%; Activity fee funded

Objective 2.2 Afterschool programs: For years the Museum has offered K-12 programming in collaboration with regional school districts. We intend to work with the on campus daycare facility, the Early Learning Center, to provide a new venue for afterschool programming to take place at the Museum. At our venue we will be able to offer a science oriented activities, giving parents a new option in Pocatello for afterschool care. The addition of afterschool programs at the Museum will directly and positively impact the many ISU student and faculty families who rely on ELC services.

Performance Measures: Renovate museum classroom/Discover Room in preparation for afterschool program; Develop a financial strategy with ELC

Benchmarks: Our first after school class will begin in FY2018; By FY2019 we have 2 concurrent afterschool programs running annually

Objective 2.3 Affiliate curators: Each major division of the Museum including the Life sciences, Earth Sciences and Anthropology has a curator who oversees the collections in

each area. The museum is interested in reinvigorating the affiliate curator program by enlisting research active faculty at ISU who are engaged in specimens based research and who complement existing strengths at the Museum.

Performance Measure: Engage ISU departments in science fields to become participants with the museum

Benchmark: Recruit 2 ISU faculty for affiliate curator positions for each division by FY2018

Objective 2.4 Broader impacts: The primary federal funding agencies for research including NSF NIH and NEH have prioritized the inclusion of broader impacts in the evaluation of research proposals. Broader impacts often include ways of leveraging research products for education and outreach. The Museum proposes to serve a university function as a broader impacts department which will work with principal investigators from ISU to plan and fulfill the broader impact needs on funded grants. The Museum has served this role informally on an ad hoc basis, however we see an advantage to offering a formalized role for the Museum as the broader impacts department that can be included in any federal grant proposed at ISU. Museum staff includes expertise in formal and informal education for teachers and students, and generation of digital media.

Performance Measure: Formalize museum relationship with Office for Research as a dedicated provider for broader impact services

Benchmark: In FY2017 service 2 broader impacts and increase by 2 per year in the first 3 years

Objective 2.5 Expanding to nontraditional units: Natural history traditionally includes the life sciences earth sciences and anthropology, but these historical sciences are relevant to a broad range of modern fields. The development of the Idaho virtualization lab provides a leading venue for generating analyzing and making accessible Digital Products for our region. We will explore how hard digital capabilities can interface with nontraditional fields for the Museum including medicine, the fine arts, and the college of technology.

Performance Measure: Engage ISU departments in Division of Health Sciences, College of Technology, and College of Arts and Letters to become participants with the museum

Benchmark: In FY2017, establish 2 new partnerships with faculty in one of these nontraditional fields and increase by 1 per year for the next 3 years

Goal 3

Be a Leader in Idaho's K-12 STEM education.

The Museum has a long history in providing K-12 programming for our region, both in urban and rural settings. This is a central mission for the museum and we plan on investing more effort to this cost. Southeast Idaho in particular needs our help. Current statistics demonstrate that our region ranks nationally at the bottom of Go-on rates, the number of students that go on to postsecondary education. This new reality significantly impacts ISU, but more importantly predicts a shortfall of highly trained competitive workforce in the

future. The museum can contribute to changing this trend by working more closely with school districts and private funders to facilitate museum and campus visitation to encourage patterns of lifelong learning.

Objective 3.1 Hire Education Resources Coordinator
Performance Measure: Secure position in the museum
Benchmark: Hire dedicated Education Resources Coordinator by FY2018
Objective 3.2 Seek travel funding for K-12 student visitation to museum
Performance Measure: Identify local businesses to fund travel
Benchmark: Generate $2000 in FY2017 and increase by 10% per year

Goal 4
Museum Development

Programming, exhibits and events are not currently supported through perennial funds. In order to meet our goals and to advance the impact of the Museum, we must develop an internal culture and process for fundraising.

Objective 4.1 Increase private and corporate funding
Performance Measure 1: Recruit senior development officer
Benchmark: Hire development officer in FY2017
Performance Measure 2: Fundraisers and benefits
Benchmark: Host 2 annual fundraisers
Performance Measure 3: Engage museum alumni
Benchmark: In FY2017, create a list of past students of museum curators
Performance Measure 4: Reconstitute newsletter
Benchmark: In FY2017, increase subscribers to e-newsletter
Performance Measure 5: Rebuild the Friends of the Museum organization
Benchmark: In FY2018, host first meeting of 10 members

Goal 5

Invest in new collections-based research.

Our collections define the Museum's identity and distinguish us from other regional museums and exhibit houses. The rate of new collections has waned in recent decades compared to the early days of our museum’s foundation. We establish as a goal a renewed

excitement for field expeditions that will uncover specimens from across the state of Idaho, grow our capacity for research, and create materials to exhibit to the public.

Objective 5.1 Increase number of new Idaho collections held by the museum

Performance Measure 1: Encourage researchers from ISU and beyond to conduct Idaho studies

Benchmark: Increase collections in life science, earth science, and anthropology

Performance Measure 2: Build new digital collections in partnership with other Idaho institutions

Benchmark: Increase the number of digital resources for Idaho collections, buildings, and landscapes as part of a virtual Idaho project

Goal 6

A new museum building

We have maximized what can be done with the former library building we occupy on the Idaho State University campus. We cannot grow and expand our services to Idaho for the long term and remain in our current building.

Our operations are confined to 35,786 square feet as follows:

Basement: 15,337 sq. ft.
Main floor: 15,693 sq. ft.
Warehouse: 3,606 sq. ft.
Garden: 1,150 sq. ft.

Participation in one of our most popular and effective programs for children, the Science Trek sleepover program, provides an example of the impact our building is having on service to our constituents. Necessary remodeling has imposed space limitations that, in turn, hold participation to 120 children. Science Trek previously accommodated up to 150 children.

Meeting spaces also have been reduced so that classroom and auditorium capacity no longer permits comfortable seating for lectures and programs with more than approximately 25 people.

We have been resourceful and adaptable in making the best of our building, yet it has never been adequate for the work of a research- and exhibit-oriented public museum that must meet the expectations of constituents and stakeholders in the 21st century.

Obstacles the current building presents include the following:

- little or no room for expansion
- overcrowded collections areas
- security, environmental, pest-management and parking issues posed by sharing facilities with other campus operations
- lack of adequate storage for exhibits and educational materials

If the museum is to maximize its benefits to Idaho and focus increasingly on well-funded research, education and public engagement, a new building — constructed specifically for museum uses — is a necessary investment.

Objective 6.1 : Plan a capital campaign for a new building

In partnership with our advisory and stakeholder groups, we will plan the launch of a multi-year capital campaign. The campaign would raise major financial gifts for construction, maintenance and operation of a museum-centered U.S. Green Building Council LEED-certified building to be located on the ISU campus.

Performance Measures: Identify stakeholders and develop fundraising plan in FY2019

Benchmark: Will have identified majority sponsors by FY2020

Benchmarks and Performance Measures

In the following areas of museum operations, we shall target 10 percent increases per year in each year of this plan:

- philanthropic financial gifts
- research grants and other grants
- scientific publication
- public visitation
- enrollment in public programs

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
Cases Managed and/or Key Services Provided	**FY 2012**	**FY 2013***	**FY 2014***	**FY 2015**
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

*Some Performance Measures were impacted by the long-term emergency medical leave of the museum education coordinator.
** No data to record.

External Factors

All external factors are based in the success or failure of finding initiatives.

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Part I – Agency Profile

Agency Overview:

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

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

Core Functions/Idaho Code:

The Idaho Museum of Natural History has two core functions:
1) To collect, care for, preserve, research, interpret and present — through educational programs and exhibitions — Idaho's cultural and natural heritage.
2) To support and encourage local and municipal natural history museums throughout the state of Idaho.

Revenue and Expenditures

Revenue		FY 2012	FY 2013	FY 2014	FY 2015
General Fund		$435,200	$452,500	$476,600	$503,900
	Total	**$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
	Total	**$435,200**	**$452,500**	**$476,600**	**$503,900**

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 General Public Visitors	7,469	6,030	9,147	6,448
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*Some Performance Measures were impacted by the long-term emergency medical leave of the museum education coordinator.
** No data to record.

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

Performance Highlights:

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.

- 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	13,365	10,134	10,523*	10,549	Increase by 15%
Grants/Contracts, Donations, Revenue Received (includes admission, education, IVL)	$619,348	$939,627	$756,381	$694,137	Increase by 10%
Number of Exhibitions Developed	7	14	2**	3	3
Museum Store Revenue Received	$10,179	$11,297	$15,304	$13,615	Increase by 10%
Number of Educational Programs	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
921 S 8th Ave, Stop 8096
Pocatello, ID 83209
Phone: (208) 282-5417
E-mail: tapaleif@isu.edu

TechHelp Strategic Plan
2017 – 2021

Vision - Business Definition

TechHelp is Idaho's Manufacturing Extension Partnership (MEP) center. Working in partnership with the state universities, we provide assistance to manufacturers, food and dairy processors, service industry and inventors to grow their revenues, to increase their productivity and performance, and to strengthen their global competitiveness. "Our identity is shaped by our results."

Strategic Mission Statement

TechHelp will be a respected, customer-focused, industry recognized organization with strong employee loyalty, confidence of its business partners and with the resources and systems in place to achieve the following sustained annual results in 2020:

- 80 manufacturers reporting $100,000,000 economic impact
- 180 jobs created
- > $20,000 and < $50,000 Net Income

Core Strategy

TechHelp will use a team-based network of experienced staff and proven partners from private industry, Idaho's Universities and the National MEP network to develop trusted and lasting relationships with Idaho companies and communities. TechHelp will have a reputation for developing, teaching and delivering innovative processes and services that enable Idaho's medium, small and rural companies to drive profitable growth through self-sustaining business practices.

Goals

Goal I: Economic Impact on Manufacturing in Idaho – Deliver a quantifiable positive return on both private business investments and public investments in TechHelp by adding value to the manufacturing client and the community.

Objectives:

1. Offer technical consulting services and workshops that meet Idaho manufacturers' product and process innovation needs.
    a. *Performance Measure:*
        i. Client reported economic impacts (sales, cost savings, investments and jobs) resulting from projects
    b. *Benchmark:*
        i. Reported cumulative annual impacts improve by five percent over the prior year achieving $100,000,000 and 180 new jobs annual reported impact by 2021.

2. Offer a range of services to address the needs of Small, Rural, Start-up and Other manufacturers Idaho.
    a. *Performance Measure:*
        i. Number of impacted clients categorized as Small, Rural, Start-up and Other as reported in the MEP MEIS system
    b. *Benchmark:*
        i. Number of clients served by category exceeds MEP goal as follows by 2021:

            15 Small,

            20 Rural,

            10 Start-up,

            35 Other
3. Ensure manufacturing clients are satisfied with services.
    a. *Performance Measure:*
        i. Customer satisfaction reported on MEP survey
    b. *Benchmark:*
        i. Customer satisfaction score is consistently > 8 out of 10

Goal II: Operational Efficiency – Make efficient and effective use of TechHelp staff, systems, partners and third parties, and Advisory Board members.

Objectives for Efficiency:

1. Increase the number of client projects and events.
    a. *Performance Measure:*
        i. State dollars expended per project/event
    b. *Benchmark:*
        i. Dollars per project/event expended is less than prior year's total

2. Offer services to numerous Idaho manufacturers.
    a. *Performance Measure:*
        ii. Number of impacted clients per $ Million federal investment as reported on MEP sCOREcard
    b. *Benchmark:*
        iii. Number of clients served exceeds federal minimum with a goal of 80 clients surveyed (i.e.,110 clients per $ Million) by 2021

Goal III: Financial Health – Increase the amount of program revenue and the level of external funding to assure the fiscal health of TechHelp.

Objectives for Financial Health:

1. Increase total client fees received for services.
    a. *Performance Measure:*
        i. Gross and Net revenue from client projects
    b. *Benchmark:*
        i. Annual gross and net revenue exceeds the prior year by five percent achieving $1,200,000 gross and $700,000 net annually be 2021

2. Increase external funding to support operations and client services.
    a. *Performance Measure:*
        i. Total dollars of non-client funding (e.g. grants) for operations and client services
    b. *Benchmark:*
        i. Total dollars of non-client funding for operations and client services exceed the prior year's total achieving $1,300,000 by 2021

Key External Factors

State Funding:

Nationally, state funding is the only variable that correlates highly with the performance of the Manufacturing Extension Partnership centers. State funding is subject to availability of state revenues as well as gubernatorial and legislative support and can be uncertain.

Federal Funding:

The federal government is TechHelp's single largest investor. While federal funding has been stable, it is subject to availability of federal revenues as well as executive and congressional support and can be uncertain.

Economic Conditions:

Fees for services comprise a significant portion of TechHelp's total revenue. We are encouraged by current economic activity and believe it will support the ability of Idaho manufacturers to contract TechHelp's services.

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CONSENT AGENDA
APRIL 14, 2016

TAB	DESCRIPTION	ACTION
1	**BAHR – RETIREMENT PLAN COMMITTEE APPOINTMENT**	Information Item
2	**IRSA – PROGRAMS AND CHANGES APPROVED BY EXECUTIVE DIRECTOR – QUARTERLY REPORT**	Information Item
3	**IRSA – GRADUATE PROGRAM REVIEW – SUMMARY**	Information Item
4	**PPGA – ALCOHOL PERMITS – PRESIDENT APPROVED REPORT**	Information Item
5	**PPGA – IDAHO INDIAN EDUCATION COMMITTEE APPOINTMENTS**	Information Item
6	**SDE – PROFESSIONAL STANDARDS COMMISSION APPOINTMENTS**	Motion to Approve
7	**SDE – BYU-IDAHO – PROPOSED BACHELOR IN SPECIAL EDUCATION, EXCEPTIONAL CHILD GENERALIST**	Motion to Approve

BOARD ACTION

I move to approve the Consent Agenda as presented.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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SUBJECT

Retirement Plan Committee Appointment

REFERENCE

April 2015	Idaho State Board of Education (Board) approved second reading of Board Policy II.R., establishing a Retirement Plan Committee
February 2016	Board appointed initial roster of Retirement Plan Committee members

APPLICABLE STATUTES, RULE OR POLICY

Idaho Code §33-107A, 107B, 107C
Idaho Code §59-513
Idaho State Board of Education Governing Policies & Procedures, Section II.K.

BACKGROUND / DISCUSSION

The Board is the Plan Sponsor for three Defined Contribution (DC) Optional Retirement Plan (ORP) plans used by non-PERSI employees at the colleges and universities. The Board has a 401(a) mandatory plan (with employer and employee contributions), and also voluntary 403(b) and 457(b) plans (with employee-only contributions). The exclusive Board-approved vendors for the 401(a) and 457(b) plans are TIAA-CREF and VALIC. These two vendors are available for 403(b) plans, along with a half-dozen other plan vendors that employees can elect to use, and with whom the Board has established information sharing agreements.

The Board has assigned oversight responsibility for the above-described ORP programs to a Retirement Planning Committee (RPC), chaired by a Board member appointed by the Board President and made up of representatives from the institutions and community colleges, as well as other experts in the area of retirement planning drawn from outside the staffs of the colleges and universities. The RPC helps provide oversight of Board ORP programs and taps its financial market expertise as it relates to evaluating portfolio performance, reviewing vendor fees, and carrying out fiduciary oversight.

Subsequent to the initial appointment of RPC members by the Board, one of the initial cohort of college/university representatives has departed from the host institution, and a highly-qualified replacement candidate—Lillian Talley (Executive Director, Human Resources, College of Western Idaho) is nominated to replace the current institutional representative vacancy.

Lillian Talley currently has served as the College of Western Idaho's (CWI) Executive Director of Human Resources (HR) since May 27, 2014. Ms. Talley brought to CWI 26 years of HR experience. Prior to joining CWI she served as the HR Business Partner for Saint Alphonsus Medical Group, through which she supported over 80 medical clinics and business offices from Boise to Baker City,

Oregon. While supporting the Saint Alphonsus Medical Group, she transformed HR process, practices, and workforce models to meet the growing demands of healthcare reform. Prior to her experience in the healthcare industry, Talley worked for Hewlett Packard. There, she managed leadership curriculum and delivery, was a staffing and workforce consultant, and a HR Business Partner managing HR initiatives across four countries.

IMPACT

The proposed nominee has direct and regular contact with ORP participants at one of the community colleges. She is well qualified to bring an institutional perspective to the RPC as it carries out its fiduciary duties as the plan sponsor of the DC Plans, in accordance with industry standards and best practices, and ensuring responsive service to plan participants at the college/universities, community colleges, and Board staff.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends appointment of Lillian Talley to the Board's Retirement Planning Committee.

BOARD ACTION

I move to appoint Lillian Talley as a member of the State Board of Education Retirement Plan Committee.

Moved by_____ Seconded by_____ Carried Yes____ No____

SUBJECT

Programs and Changes Approved by Executive Director - Quarterly Report

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.G.8.a., Postsecondary Program Approval and Discontinuance

BACKGROUND/DISCUSSION

In accordance with Board Policy III.G.3.c.i. and 4.b, prior to implementation the Executive Director may approve any new, modification, and/or discontinuation of academic or professional-technical education programs, with a financial impact of less than $250,000 per fiscal year. Each institution has indicated that their respective program changes, provided in Attachment 1, fall within the threshold for approval by the Executive Director.

Consistent with Board Policy III.G.8.a., the Board office is providing a quarterly report of program changes from Idaho's public institutions that were approved between December 2015 and March 2016 by the Executive Director.

ATTACHMENTS

Attachment 1 – List of Programs and Changes Approved by the Executive Director Page 3

BOARD ACTION

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

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Academic Programs

Approved by Executive Director
December 2015 and March 2016

Institution	Program Changes
BSU	Bifurcation of existing BA in Communication (four emphases in Media Production, Journalism and Media Studies, Public Communications, and Relational and Organization Studies) to create: BA in Communication BA in Media Arts with three emphases (Journalism and Media Studies, Media Production, and Public Relations)
BSU	Discontinue BS, Athletic Training
BSU	Discontinue BS, Environmental Health; BS, Health Education & Promotion; and four emphases in BS, Health Science Studies
BSU	Creation of new School of Materials Science
ISU	Merge the Departments of Electrical Engineering, Nuclear Engineering, Health Physics, and Physics into one single Department of Physics, Nuclear and Electrical Engineering.
ISU	New Bachelor of Applied Science, Paralegal Studies
NIC	Discontinuation of 26 Associate degrees – result of new Board Policy III.N General Education • College aligned all transfer offerings with a single set of general education requirements – previously there were different requirements for the AA and AS. Many degree designations were eliminated and unnecessary.

Institution	Other Program Changes (Does not require approval but requires notification to OSBE per policy III.G.)
BSU	Addition of three new minors: • English as a New Language (K-12)/TESOL Teaching Endorsement Minor • Bilingual Spanish Education (K-12) Teaching Endorsement Minor • Literacy (K-12) Teaching Endorsement Minor
CSI	Addition of Landscape Design concentration to existing Associate of Science in Horticulture
ISU	Expand existing AS in Paramedic Science to Idaho Falls and Pocatello
ISU	Change name of existing Idaho Biomedical Research Institute to Institute of Biomedical Sciences
ISU	CIP Code and Name changes: • Change CIP codes for existing Computer Science program from 11.0101 to 11.0701 • Change CIP code for existing Early Childhood Care and Education from 13.1210 to 19.0708 • Change name of existing Family Child Care to Early Childhood Care and Education
ISU	Discontinue six minors under the Theatre program: Acting, Acting and Directing, Costume, Technical Theatre and Costume, Theatre History, and Dramatic Literature
ISU	Change name of existing Master of Organizational Learning and Performance to a Master of Science in Human Resource Development

Institution	Other Program Changes (Does not require approval but requires notification to OSBE per policy III.G.)
ISU	Expand existing Practical Nursing program into two advanced technical certificate options: • Traditional option that replaces the existing ATC options • Veteran to Nurse option, which includes the wared of credit for nursing experience gained through military service
ISU	Addition of emphasis in Instructional Design and Technology to the Ed.D., in Educational Leadership
ISU	Change CIP code for existing Ph.D. in English and the Teaching of English from 13.1305 to 23.0101
ISU	Dual degree option under existing M.S. in Athletic Training and Doctor of Physical Therapy

Professional - Technical Education Programs

Approved by Executive Director

Institution	Program Changes
CSI	Addition of new AAS and Intermediate Technical Certificate, Automation Engineering Technology
CSI	Addition of AAS to Food Processing Technology
EITC	Addition of new Basic Technical Certificate, Professional Development Business Applications to Office Technologies Program
EITC	Addition of new Microsoft Certified Solutions Associate/MCSA track to Computer Networking Technologies Program
EITC	Addition of new Microsoft Certified Solutions Expert/MCSE track to Computer Networking Technologies Program
EITC	Discontinue options of the Diesel Technology Program –Diesel Engine Specialist; Diesel Heavy Duty Brake Specialist; Diesel Heavy Duty Drive Train Specialist; Diesel Heavy Duty Electrical Systems Specialist; and Diesel Heavy Duty Fuel Injection Specialist
EITC	Discontinue options under the Automotive Technology Program – Automotive Automatic Transmission & Transaxle Specialist; Automotive Brake Specialist; Automotive Electronics Specialist; Automotive Engine Performance Specialist; Automotive Engine Repair Specialist; Automotive Heating & Air Conditioning Specialist; and Automotive Power Trains, Suspension & Steering Specialist
EITC	Discontinue Microsoft Certified Systems Engineer Track option under the Computer Networking Technologies Program
ISU	Addition of Basic Technical Certificate to existing Law Enforcement Program
ISU	New AAS, in Occupational Therapy Assistant Program
ISU	New Advanced Technical Certificate, Pharmacy Technology Program
ISU	New Unmanned Aerial Systems Program, offering a Basic Technical Certificate, Intermediate Technical Certificate, or an Associate of Applied Science degree
ISU	New Cyber-Physical Security Program (AAS and Intermediate Technical Certificate)

SUBJECT

Graduate Program Review - Summary

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.G.8, Postsecondary Program Approval and Discontinuance

BACKGROUND/DISCUSSION

In accordance with Board Policy III.G.8.b, institutions are required to provide an initial progress report on all graduate programs approved by the State Board of Education. Consistent with this policy, and with input from the Council on Academic Affairs and Programs, the Chief Academic Officer developed a template and timeline for reports to be submitted to the Board office.

The reporting requirement pertained to graduate programs that were approved by the Board and implemented on or after **January 1, 2007**. Those programs included:

Boise State University

- MS in Anthropology and Master of Applied Anthropology
- MS in Nursing and Master of Nursing
- MS in Chemistry
- MS in STEM Education

Idaho State University

- Master of Accountancy

University of Idaho

- MS in Athletic Training
- Executive Master of Business Administration
- Professional Science Master's
- MS in Bioregional & Community Design
- Law 3rd Year Curriculum JD
- MS in Water Resources
- Ph.D in Water Resources
- MS in Rehabilitation Counseling & Human Services
- Ph.D in Rehabilitation Counseling & Human Services

IMPACT

Progress reports will provide the Board with updates on new graduate programs and whether institutions met intended goals and benchmarks.

ATTACHMENTS

Attachment 1 – Summary Page 3

STAFF COMMENTS

A provision was added to Board Policy III.G. Subsection 8 requiring institutions to provide an initial progress report on graduate programs approved by the Board. This provision was added in response to Board member inquiries regarding status of new graduate programs and whether institutions met their projected enrollments and fiscal commitments from initial proposal submission.

Staff compiled reports from each institution into a summary, which provides a brief overview of program, year implemented, whether enrollment projections were met, whether fiscal commitments outlined in the proposal were carried out and whether additional fees or external funding were necessary for implementation. Institutions also provided the number of graduates over a four-year period for Master's programs and over a six-year period for doctoral programs. The institutions' full reports are housed in the Board office.

BOARD ACTION

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

New Graduate Program Review

Boise State University, Spring 2016

1. MS in Anthropology and Master of Applied Anthropology

The master's programs were implemented Fall 2007. The MA in Anthropology requires completion of a thesis, and is intended to prepare students who will eventually seek a doctoral degree. The Master of Applied Anthropology requires completion of a project constituting significant professional activity, and is intended to prepare students for employment as a professional anthropologist with a state or federal agency. No significant changes have been made to the program since its inception.

Enrollment and Number of Graduates:

The initial projected enrollments (table below) were reasonable given the assumption, made at the time of the implementation of the program, that a sixth tenure track faculty member would be added to the department. However, not only did the department not receive that sixth line, but they temporarily lost one of their other five tenured/tenure track faculty lines. The fifth faculty line was replaced in 2014, which will enable the department to take on more students.

End of Term Fall enrollment in MA Anthropology and Master of Applied Anthropology	Fall 2007	Fall 2008	Fall 2009	Fall 2010
Projected	12	15	20	
Actual	7	9	8	10

Annual Graduates: MA Anthropology and Master of Applied Anthropology	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012
Actual	0	3	2	3	5

During the Program Prioritization process, these master's programs were flagged for a low number of graduates: the three year average was 3.67 graduates per year and the flagging threshold was 5 graduates per year. Because of the flagging of the program, the Department of Anthropology was required to develop an action plan to increase the number of graduates. The number of graduates has begun to rise; the last two years averaged 4.5 graduates per year. The numbers for FY16 look even better: five students graduated in December and another three to four graduates expected in May.

Budget:

Fiscal commitments outlined in the proposal were carried out. No additional fees were necessary and no external funding has been required to sustain the program.

MS in Nursing and Master of Nursing

The MS in Nursing was designed to require completion of a thesis, and is intended to prepare students who will eventually seek a doctoral degree. The Master of Nursing was designed to require a project, and would enhance skills and knowledge relevant to a career path. The focus of both degrees is on population health.

Enrollment and Number of Graduates:
The master's programs were implemented in the Fall of 2007, but admission to both has been suspended as of Fall 2014. As a result of Program Prioritization process, these programs were flagged for a low number of graduates: the three year average was 4.3 graduates per year and the flagging threshold was 5 graduates per year. The process required that the School of Nursing develop a set of actions to address the low number of graduates.

End of Term Fall enrollment in MS Nursing and Master of Nursing	Fall 2007	Fall 2008	Fall 2009	Fall 2010
Projected	10	20	30	
Actual	5	15	16	21

Annual Graduates: MS Nursing and Master of Nursing	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012
Actual	0	0	0	4	3

Budget:
All fiscal commitments described in the proposal were carried out. No additional fees were necessary; no external funding has been required.

2. MS in Chemistry

The MS, Chemistry program was implemented Fall 2010. The program was developed to (i) help ensure a highly trained workforce in SW Idaho, (ii) provide an advanced degree option for students who would otherwise need to relocate, (iii) increase the research profile of the department, (iv) support research in materials science and the biochemical processes of disease and its treatment, and (v) facilitate participation in PhD programs, e.g., Biomolecular Sciences and Materials Science and Engineering. Because of its relative newness, the program was not reviewed during the program prioritization process. No significant changes have been made to the program since its inception.

Enrollment and Number of Graduates:
The program took longer than originally predicted to achieve the projected numbers of enrollees. The number of graduates per year has not yet reached the threshold of five per year that was used to identify programs that should be "flagged."

End of Term Fall enrollment in MS Chemistry	Fall 2010	Fall 2011	Fall 2012	Fall 2013
Projected	9	11	13	
Actual	3	6	6	8

Annual Graduates: MS Chemistry	2010-2011	2011-2012	2012-2013	2013-2014
Actual	0	1	1	1

The Department of Chemistry and Biochemistry projects that it will have five graduates during 2015-16, three during 2016-17, and from that point on will be able to maintain a running average that equals or exceeds the flagging threshold of five. The department has also developed a plan and is implementing to bring the number of graduates up to a level higher than the flagging threshold.

Budget:

The budget of the proposal contained two key commitments for resources that are funded by state funds:

- Faculty workload was adjusted to enable the department to teach necessary graduate courses and to mentor graduate students.
- Two graduate assistants, funded by appropriated funding, were to be hired in the first year of the program.

No additional fees have been necessary. External funding, in the form of grants, has been important to the program. Over the five years since implementation of the program, the department has averaged nearly $600k in extramural research funding per year.

3. MS in STEM Education

The STEM Education program was implemented in Fall 2011. The program is designed to provide broad program content for teachers seeking a Master of Science degree, who need flexibility in course selection, and who want to be exposed to a wide diversity of education pedagogy. Because of its relative newness, the program was not reviewed during the program prioritization process. Two significant changes have been made since the program was first implemented.

- A project option was added to allow classroom teachers to focus their culminating activity on their teaching practice.
- Both ED-CIFS 536 Curriculum Planning & Implementation and ED-CIFS 537 Instructional Theory are now required. Previously students only chose one. The change better addresses the necessary skill set for teachers to improve their practice.

Enrollment and Number of Graduates:

The program came close to meeting its third year goal of 15 students enrolled, and substantially exceeded that number (27 enrolled) by the fourth year. The number of graduates is increasing nicely, and given the increased enrollments should, by the end of FY2016, exceed the flagging threshold of five graduates per year.

End of Term Fall enrollment in MS in STEM Education	Fall 2011	Fall 2012	Fall 2013	Fall 2014
Projected	10	12	15	
Actual	4	9	12	27

Annual Graduates: MS in STEM Education	2011-2012	2012-2013	2013-2014	2014-2015
Actual	0	0	3	4

Budget:
No additional resources were required to initiate this program; all courses needed were already being taught and had sufficient capacity to accommodate MS STEM Education students.

Idaho State University, Spring 2016

1. Master of Accountancy

The MAcc program is designed to prepare students for the accounting profession and specifically for a public accounting career track. The MAcc program offers rolling admissions with students entering the program during spring, summer, and fall terms. ISU began enrolling students in the Fall 2011 term. The program is growing steadily with about 15% of MAcc students also completing the MBA degree. Many public accounting firms actively recruit students from ISU's program. The first students graduated in August, 2012.

Enrollment and Number of Graduates:
The proposal estimated a headcount of 10 students in year 1, 50 students in year 2, and 75 students in year 3. ISU did not meet projected enrollment in year 3, but the program is growing steadily and should reach that goal within the next year or two. While initial enrollments were as projected, the anticipated growth in enrollment was slower than projected. While increased enrollments have been slower than projected, there have been steady enrollment numbers since year two.

Enrollments

Year 1 (2011)	Year 2 (2012)	Year 3 (2013)	Year 4 (2014)
10	36	33	35

Graduates

Year 1 (2012)	Year 2 (2013)	Year 3 (2014	Year 4 (2015)	Year 5 (2016)
7	13	22	24	39*

*Fourteen (14) students graduated in Fall 2015, with 12 expected to graduate in May, 2016, and 13 expected to graduate in August.

The total graduates for the 2016 year will not be finalized until the fall, given the structure of the program.

Budget:
The financial commitments requested for the program included, in part, one new faculty line and one new reallocated faculty line. Securing the funding for the reallocated faculty position was delayed by one year until FY2013. Another delay, due to the holdback and budget reductions in FY2011, FY2012, prevented the proposed new position from being received by the Accounting Department until FY2014. It was received at the proposed salary, but higher fringe and health insurance a year later than anticipated. While the program experienced budget challenges, the implementation of the program went forward as scheduled with a reduced budget.

University of Idaho, Spring 2016

1. Athletic Training, MSAT

The Master of Science in Athletic Training (MSAT) Program was implemented in 2012. Due to various reasons, the MSAT program did not enroll students until the Summer 2013 semester. For the next two years, the program could not be listed as a CAATE accredited program until the 2 year transition period was complete. The faculty completed the CAATE Transition documents in 2014-2015 and the MSAT program received full CAATE Accreditation in the spring of 2015. The program is now listed as an approved site on the CAATE website and is participating in the Athletic Training Centralized Applicant System utilized by CAATE to help with recruiting students from a national and international pool.

Enrollment and Number of Graduates:

The program did not meet initial goals of enrollment. The next three years did meet expectations and the UI expects numbers to increase as they've seen applications more than double for the 2016-2017 academic year. The program is currently serving an adequate number of students to ensure sustainability.

Enrollments

Year 1 Fall 2013	Year 2 Fall 2014	Year 3 Fall 2015
12	23	19

Graduates

Year 1 2013-14	Year 2 2014-15	Year 3	Year 4
0	11		

Budget:

The MSAT program commenced with the first cohort of students in the summer of 2013. During the transition into a self-support program (i.e., from the BS degree to the MS degree), two faculty members initially leading the program were transitioning off of state funding in fiscal year 2014. In 2014 the two faculty members were partially paid from self-support funds and state funds. In 2015, the MSAT Program faculty salaries were 100% from the self-support Athletic Training Program. No additional fees or external funding were required.

2. Executive MBA

The Executive MBA was implemented in 2007. Strategically integrated curriculum is more interdisciplinary with the addition of UI faculty subject matter experts from the College of Law and Department of Communications. The UI added skills-based professional development components in leadership awareness, executive coaching, and crisis communication. They have also developed the Inside the C-Suite Executive Speaker Series to build high-impact engagement opportunities with national, statewide, and regional business leaders.

The program experienced changes with delivery in Sandpoint. The Sandpoint program delivery, which met twice a month, was stopped 2009 when the first cohort graduated. Sandpoint delivery was restructured to a once a month format and moved to Coeur d'Alene. The Coeur d'Alene program delivery is once a month, Thursday-Saturday; two cohorts meet each month which provides an opportunity for new students to join the program each year. Additionally, credit hours were reduced from 48 to 42.

Enrollment and Number of Graduates:
The proposal anticipated an annual demand of 30 students; however, the inaugural sponsor Coldwater Creek was unable to provide number of students which impacted enrollment. The program is serving an adequate number of students to ensure its sustainability, provided that the program fee is increased to cover the cost of delivery.

Enrollments

Year 1 Fall 2013	Year 2 Fall 2014	Year 3 Fall 2015
26	25	27

Graduates

Year 1 2010-11	Year 2 2011-12	Year 3 2012-13	Year 4 2013-14	Year 5 2014-15
9	10	17	14	10

Budget:
Fiscal commitments outlined in the initial proposal were carried out; however the projected budget was impacted by the reduced sponsorship of Coldwater Creek. Due to program enhancements, the UI will be making a request to increase fee effective FY 2016. No external funding has been required. The UI has a plan that is currently being implemented for financial sustainability for the future.

3. Professional Science Master's

The Professional Science Master's (PSM) program was implemented in 2010. During academic year 2015-16 all of the PSM tracks except Environmental Contamination are dormant to new students. This was done because of the loss of key faculty and the reorganization of Water Resources Program following program prioritization. After reorganization, the two tracks associated with water will be reinstated. Also, the College of Business and Economics is no longer offering the courses listed as part of this program in the proposal. Alternate courses will be phased in within the next 12 months. After this, the UI expects the dormant tracks to accept new students into the PSM program.

Enrollment and Number of Graduates:
The program has fewer students than initially planned primarily due to key faculty leaving the university. When these faculty are replaced and the associated tracks are reinstated enrollment is anticipated to again meet initial projections. While the program has fewer students than planned, the program is serving an adequate number of students to ensure its sustainability and should continue to be so once the tracks are reinstated.

Enrollment

Year 1 Fall 2013	Year 2 Fall 2014	Year 3 Fall 2015
20	24	17

Graduates

Year 1 2011-12	Year 2 2012-13	Year 3 2013-14	Year 4 2014-15
7	12	4	8

Budget:
Fiscal commitments outlined in the initial proposal were carried out and no additional fees were necessary. Initial external grant funding, which provided over $700,000 helped to initiate this program.

4. Bioregional & Community Design, MS

The Bioregional & Community Design program was implemented in 2008. Bioregional Planning and Community Design (BIOP) was set up as an interdisciplinary university wide graduate program with participation of faculty from eight colleges, nine departments, and the UI Extension. Near the time of spring of 2014, all university wide programs were moved from the Graduate College and BIOP moved to the College of Art and Architecture. Consequently in the spring of 2015, BSU announced the cancellation of their Community and Regional Planning Program, making the University of Idaho the only university in the state for planning education. In order to better meet the needs for planning education in Idaho, Bioregional Planning hired its first full time administrator in the fall of 2015. During the fall of 2015, the administrator met with alumni, students, faculty and external constituents to evaluate the program. Based on these meetings, the faculty is writing a strategic plan that outlines how the BIOP program can meet the needs for planning education in the entire state

Enrollment and Number of Graduates:
The projected enrollment for the three-year period as initially proposed in proposal was not met. After initial funding for assistantships was expended, the student numbers declined. The program has performed an analysis of the job market and is in the process of formulating a strategic plan that addresses this. It is fully expected that the program serves an essential educational need in Idaho (especially after the cancellation of the program at Boise State) and will attract sufficient students to ensure its sustainability.

Enrollments

Year 1 Fall 2013	Year 2 Fall 2014	Year 3 Fall 2015
10	8	5

Graduates

Year 1 2010-11	Year 2 2011-12	Year 3 2012-13	Year 4 2013-14	Year 5 2014-15
7	12	8	6	1

Budget:
The fiscal commitments outlined in the initial proposal were carried out and no additional fees or external funding were necessary.

5. Law 3rd Year Curriculum J.D. Program

The Law program third year curriculum was implemented in 2010. In 2010, the University of Idaho, College of Law expanded the curricular opportunities available at the Boise campus to students in the existing J.D. program. This expansion of curricular offerings in Boise enabled students in the J.D. program to spend the entire third (and final) year of the J.D. program at the Boise campus, whereas previously they had only been able to spend their 6th (and last) semester at the Boise campus. The expansion of the third-year curriculum in Boise has been successful in advancing the University of Idaho's statewide mission to provide public legal education. Specifically, third-year J.D. students at the Boise campus can, and do, take advantage throughout their final year of professional/experiential learning opportunities by (1) proximity to state government – including the legislative, executive, and judicial branches; –and by performance of (2) externships with state agencies and other entities, and (3) pro bono legal services, as required for receiving their J.D. Through these externships and pro bono activities, these students also contribute valuable services to state agencies and the Idaho public.

Enrollment and Number of Graduates:
The program did meet projected enrollment for three-year period as initially proposed in proposal and is serving an adequate number of students to ensure its sustainability.

Enrollments

Year 1 Fall 2013	Year 2 Fall 2014	Year 3 Fall 2015
35	35	73

Graduates

Year 1 2010-11	Year 2 2011-12	Year 3 2012-13	Year 4 2013-14	Year 5 2014-15	Year 6
24	27	26	38	33	

Budget
The initial proposal proposed funding from two sources: The central university was to contribute a fixed amount in each of three successive years, and the College of Law was to supply funding derived from a combination of (a) student professional fee increases overall, (b) increased professional fee revenue projected to come from increased enrollment, and (c) the base tuition payable to the College for instances in which the College's student headcount exceeded 315. These proposed commitments of funds were carried out.

6. Water Resources, MS and Ph.D.

The Water Resources program offering an MS and Ph.D. was implemented in 2007 with $1.6 million funding from the University's Blue Ribbon Initiative. The program is an interdisciplinary academic program at the University of Idaho (UI), committed to graduate education and research. The primary focus is on teaching students interdisciplinary approaches to understanding and solving water resources problems. The program offers degrees structured

around three option areas: Engineering & Science, Science & Management, and Law, Management & Policy.

In 2015, as part of the Focus on the Future Initiative, Water Resources, Environmental Science and PSM were disentangled. In the process, funding for the three programs was substantially reduced and no budget or FTE's accompanied the Water Resources Program. In the new structure, the WR program is administered by the College of Agricultural & Life Sciences (CALS).

Enrollment and Number of Graduates:

The program met its projected enrollment for three-year period as initially proposed in proposal. The Blue Ribbon Initiative set a goal of 40 graduate students. This number was met in 2010, 2011, and 2012. Graduate enrollment peaked in 2011 with 50 students in the program, and following loss of numerous water faculty, programmatic restructuring and loss of the long-term director, currently has a lower enrollment of 34 students. Of the 34 currently enrolled students, 24 are Ph.D. students. Graduate student numbers are limited by external funds available for research and teaching assistantships. Graduate students have been funded through a combination of grants, including the NSF GK-12 and NSF IGERT, and through funding obtained by major advisors. Voluntary faculty participants today include faculty from 8 colleges.

The program is serving an adequate number of students to ensure its sustainability. Current refocusing of the program as part of the Taskforce Report should strengthen water resources research in the future and ensure consistent enrollment numbers going forward.

MS Enrollments

Year 1 Fall 2013	Year 2 Fall 2014	Year 3 Fall 2015
14	9	7

MS Graduates

Year 1 2010-11	Year 2 2011-12	Year 3 2012-13	Year 4 2013-14	Year 5 2014-15	Year 6
8	7	9	12	2	

Ph.D Enrollments

Year 1 Fall 2013	Year 2 Fall 2014	Year 3 Fall 2015
19	50	22

Ph.D Graduates

Year 1 2011-12	Year 2 2012-13	Year 3 2013-14	Year 4 2014-15	Year 5	Year 6
2	0	2	5		

Budget:
The future sustainability of the WR program is at the heart of the Taskforce Report and associated restructuring of water research at the University of Idaho. At the time of this writing it is unclear what the new structure will be. It is clear however that there is a strong faculty and institutional commitment to water. The Water Resources program has the opportunity for greater development of its research and outreach components. The lack of faculty appointments in Water Resources, and, therefore, the dependence on participation by faculty on a more or less voluntary basis, is a unique challenge when trying to grow interdisciplinary research in the water resources field. The Program has lacked college-level support (e.g. recruiting, development, fundraising) which may be changing with the new administrative home in CALS. CALS is currently supporting a part time director and administrative staff. Final budget availability is not clear at the time of this writing.

Fiscal commitments outlined in the initial proposal were carried out and no additional fees were necessary.

8. Rehabilitation Counseling & Human Services, M.Ed. and M.S.

The Rehabilitation Counseling & Human Services M.Ed program was implemented in 2012 and the M.S degree under the same title was implemented in 2013. The initial proposal incorporated both the M.S. & M.Ed. The summary information provided here reflects both programs.

The Rehabilitation Counseling and Human Services (RCHS) degree program is a master's level 60-credit counseling program. This program is nationally accredited by the Council on Rehabilitation Education (CORE). Graduates are eligible for national certification as a rehabilitation counselor (CRC) and state licensure as a professional counselor (LPC).

The RCHS Program has undergone significant updating since 2012 to improve curriculum alignment to national standards and to prepare for its 2016 national accreditation visit by CORE. This includes adding program location to UI Boise, updating curriculum, program documents, policies, and handbooks. Students are now accepted into the program every other year in two locations Coeur d' Alene and Boise. Courses are offered for fall, spring and summer semesters. Courses are offered using a variety of course delivery formats: face-to-face, online, hybrid, and video conferencing.

Enrollment and Number of Graduates:
The program met projected enrollment for three-year period as initially proposed in proposal. In 2012, a new location for the RCHS Program was added in Boise. Enrollment numbers for the Summer 2012 cohort (three in Boise and nine in Coeur d' Alene) totaled 12 students. Five additional Boise students enrolled Spring 2013. From Spring 2014 through Fall 2014, our RCHS Program had a total of 13 graduates (eight in Coeur d' Alene; five in Boise) and Spring 2015, had one additional graduate in Boise.

This increase in student enrollment numbers and retention rate for the most recent three years has been very positive and our RCHS Program is close to capacity (of admitting 25 students every two years) in line with the 1:10 instructor to student ratio required by CORE.

The program is serving an adequate number of students to ensure its sustainability. The RCHS Program has demonstrated growth over the last three years consistent with 10:1 student to faculty ratio, per CORE accreditation standards. Consistent with this ratio and current faculty capacity (two full-time faculty), the RCHS Program has targeted goal of accepting 20-25 students every other year. This upcoming 2016-2017 academic year, the RCHS Program

anticipates accepting maximum number of students and will likely need to deny and/or place select number of qualified student applicants on waiting list for acceptance into the program due to increased interest and applicant pool

M.Ed Enrollments

Year 1 Fall 2013	Year 2 Fall 2014	Year 3 Fall 2015
15	22	19

M.Ed Graduates

Year 1 2012-13	Year 2 2013-14	Year 3 2014-15	Year 4	Year 5	Year 6
1	7	7			

MS Enrollments

Year 1 Fall 2013	Year 2 Fall 2014	Year 3 Fall 2015
6	4	1

MS Graduates

Year 1 2012-13	Year 2 2013-14	Year 3 2014-15	Year 4	Year 5	Year 6
0	0	0			

Budget

· Fiscal commitments outlined in the initial proposal were carried out. Idaho's Division of Vocational Rehabilitation (IDVR) and the University of Idaho entered into an agreement - Memorandum of Understanding (MOU) to advance the Continuing System of Professional Development (CSPD) for the vocational rehabilitation community of Idaho, in particular the vocational rehabilitation counseling field. This agreement set forth the expectations and terms of the on-going partnership to advance the CSPD of Idaho through the state's land-grant institution and only University that provides a vocational rehabilitation counselor training program.

· IDVR provided up to $100,000 annually over the last three years to support the RCHS Program and the continuing system of professional development in Idaho. Funds provided have been used for personnel and other operating expenses that advance the continuing system of professional development that included, but not limited to: student recruitment and marketing/development, travel for faculty, practitioner forums, professional development for students, administrative supplies, institutional memberships, curriculum developments, faculty technology, student testing/assessment materials. During this time, the RCHS Program has made significant progress. Through efforts made, IDVR has been able to address some of their recruitment challenges specifically in Boise and Coeur d' Alene areas. IDVR staff have benefitted from the professional development training coordinated through the program. This has been an excellent avenue for Treasure Valley staff to gain knowledge in various topical

areas relevant to their positions. Category R Advanced Graduate Certificate has also been added to support the continuing system of personnel development.

Additional fees were necessary. The Department/College budget typically allocated for use by UI faculty for teaching/advising, outreach and service, and scholarship were necessary. The RCHS Program has two tenure-track faculty, a minimum requirement per CORE.

With the addition of the 5-year $1,000,000 Rehabilitation Training grant from the U.S. Department of Education in combination of IDVR -MOU, the UI RCHS program expects to continually enhanced our capacity, visibility, and reputation within rehabilitation, disability and other counseling communities in Idaho and across the region.

To further enhance the sustainability and growth of the RCHS program, the RCHS Program faculty is currently preparing a proposal with UI Center for Disability and Human Development/Idaho Assistive Technology Project staff to help our state agency partner, IDVR, in the application of Pre-Employment Transition Services (PETS) per the Workforce Innovation and Opportunity Act (WIOA) passed on July 22, 2014.

SUBJECT

President Approved Alcohol Permits Report

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, I.J.2.b.

BACKGROUND/DISCUSSION

The chief executive officer of each institution may waive the prohibition against possession or consumption of alcoholic beverages only as permitted by, and in compliance with, Board policy. Immediately upon issuance of an Alcohol Beverage Permit, a complete copy of the application and the permit shall be delivered to the Office of the State Board of Education, and Board staff shall disclose the issuance of the permit to the Board no later than the next Board meeting.

The last update presented to the Board was at the February 2016 Board meeting. Since that meeting, Board staff has received forty-four (44) permits from Boise State University, eleven (11) permits from Idaho State University, and seventeen (17) permits from the University of Idaho.

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 January 2016 – August 2016

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
City Club of Boise Reception	BODO Complex		X	01/28/16
Awards Banquet – Northwestern Mutual of Idaho	Stueckle Sky Center		X	01/29/16
Creative Good Benefit for Interfaith Sanctuary	Student Union Building	X		02/05/16
The Piano Guys – Concert	Morrison Center		X	02/06/16
Givens Pursley LLP Annual Meeting	Stueckle Sky Center		X	02/06/16
Boise Regional Meet & Greet	College of Business and Economics		X	02/09/16
The Illusionists – Broadway Magic Show	Morrison Center		X	02/09/16-02/11/16
Boise State Legislative Dinner	Stueckle Sky Center	X		02/10/16
AmeriBen Holiday Party	Student Union Building		X	02/12/16
Summers/Watkins Wedding	Stueckle Sky Center		X	02/13/16
SPS Kick-Off Reception	Student Union Building	X		02/16/16
City of Boise Reception	Stueckle Sky Center		X	02/17/16
State Board of Education Dinner	Stueckle Sky Center	X		02/17/16
Scott Hahn Reception	Stueckle Sky Center		X	02/19/16
Sanatra and More – Ballet	Morrison Center		X	02/19/16-02/20/16
CTAI 2015 Conference & Expo	Stueckle Sky Center	X		02/23/16
Executive MBA Informational Open House	College of Business and Economics	X		02/25/16
Philharmonic – East Meet West	Morrison Center	X		02/27/16
Idaho Youth Sports Commission Auction	Stueckle Sky Center		X	02/27/16
The Producers – Broadway in Boise	Morrison Center		X	03/01/16-03/03/16
Idea of Nature	Student Union Building	X		03/03/16-04/14/16
National Air Guard	Stueckle Sky Center		X	03/05/16

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
David Archuleta – Concert	Morrison Center		X	03/11/16
Boise Philharmonic – Concert	Morrison Center		X	03/12/16
Pearce Wedding	Stueckle Sky Center		X	03/12/16
Toby Mac Hits Deep Tour – Concert	Taco Bell Arena		X	03/12/16
Cesar Millan – The dog whisperer performance	Morrison Center		X	03/13/16
Glenn Miller – Concert	Morrison Center		X	03/15/16
Catsino 2016	Student Union Building		X	03/18/16
Lyle Smith 100th Birthday	Hall of Fame		X	03/19/16
Lovett and Keen Concert	Morrison Center		X	03/19/16
Mary and Brent Wedding	Stueckle Sky Center		X	03/19/16
NPR Speaker and Catering Event	Yanke – Boise State Public Radio Office/Studio	X		03/24/16
Midtown Men	Morrison Center		X	03/30/16
Henry's Fork Foundation Dinner	Stueckle Sky Center		X	04/01/16
Distinguished Professor Awards	College of Business & Economics	X		04/07/16
Bogus Basin Bridge Builders	Stueckle Sky Center		X	04/07/16
St. Luke's Foundation Donor Reception	Stueckle Sky Center		X	04/07/16
Grid Iron Social Event	Stueckle Sky Center	X		04/08/16
Wassmuth Center for Human Rights Dinner	Morrison Center		X	04/19/16
Cradlepoint 2016 Global Partner Summit Awards Dinner	Stueckle Sky Center		X	04/26/16
President's Club Spring Celebration	Student Union Building	X		04/28/16
ConFab-Student Affairs/SILC	Stueckle Sky Center	X		07/29/16
5 Seconds of Summer – Concert	Taco Bell Arena		X	08/27/16

APPROVED ALCOHOL SERVICE AT IDAHO STATE UNIVERSITY February 2016 – May 2016

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
IMNH Pub Trivia	Idaho Museum of Natural History		X	02/11/16
Frank Church Symposium	Stephens Performing Arts Center	X		03/03/16
Business Leader of the Year Reception	Stephens Performing Arts Center	X		03/17/16
ISUCU Annual Meeting	SUB: Salmon River Room	X		03/23/16
IASE Reception	Idaho Museum of Natural History	X		03/31/16
IASE Symposium Banquet	SUB: Ballroom	X		04/01/16
Gem Legacy Donor Recognition Dinner	Stephens Performing Arts Center	X		04/07/16
Overachievers Under 40 Award Ceremony	Stephens Performing Arts Center		X	04/19/16
Southeast Idaho Military Ball	SUB: Ballroom	X		04/22/16
Outstanding Student Awards	Stephens Performing Arts Center	X		04/27/16
CoSE Dean's Reception	SUB: Salmon River Room	X		05/06/16

APPROVED ALCOHOL SERVICE AT UNIVERSITY OF IDAHO
January 2016 – May 2016

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Christ Church Winter Feast	Bruce Pitman Center		X	01/22/16
Logos School Benefit Auction	Bruce Pitman Center		X	01/29/16
RED Benefit Play Reading	Prichard Art Gallery	X		01/30/16
Prichard Biennial Benefit Auction	Prichard Art Gallery	X		02/05/16
Qin Bailan Silk Scroll from History and Folklore	UI Boise	X		02/16/16
Jazz Festival Kick-Off Reception	Prichard Art Gallery	X		02/26/16
Lionel Hampton Jazz Festival	Kibbie Dome	X		02/27/16
Staff Appreciation Reception	UI Library	X		03/08/16
VIP Welcome Event	Prichard Art Gallery	X		03/23/16
Rocky Mountain Elk Foundation 2016 Banquet	Bruce Pitman Center		X	03/26/16
Faculty Gathering/VIP Event	Bruce Pitman Center	X		04/08/16
Leadership Academy Recognition Dinner	Bruce Pitman Center	X		04/19/16
2016 University Awards for Excellence	Bruce Pitman Center	X		04/26/16
CoE Expo Dean's Reception	Bruce Pitman Center	X		04/28/16
Idaho Pitch	Commons	X		04/29/16
VIP Dinner with Expo – Tom Mueller	JEB	X		04/29/16
College of Ed – Dean Mantle Bromley Retirement Celebration	Prichard Art Gallery	X		05/10/16

SUBJECT

Idaho 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.
October 22, 2015	The Board approved the appointment of Donovan Chase and Shawna Daniels.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The Idaho Indian Education Committee serves 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.

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

Ms. Selena Grace is the Associate Vice President for Institutional Effectiveness at Idaho State University (ISU). She has served on the Idaho Indian Education Committee as ISU's representative since 2013. Ms. Grace's term is slated to expire in June 2016 and has expressed interest in continuing her service on the committee. A letter of support from ISU's Provost is provided.

Dr. Chris Meyer is the Director of Education for the Coeur d'Alene Tribe and currently serves as the Vice Chair of the committee. She has served on the Idaho Indian Education Committee as the Tribal Chairperson's designee since 2013. Dr. Meyer's term is slated to expire in June 2016 and has expressed interest in continuing to serve on the committee. A letter of support from the Chairman of the Coeur d'Alene Tribe is provided.

Mr. Bob Sobotta is the Director of Native American & Minority Services at Lewis-Clark State College (LCSC) and currently serves as the Chair of the committee. He has served on the Idaho Indian Education Committee as LCSC's representative since 2013. Mr. Sobotta's term is due to expire in June 2016 and has expressed interest in continuing to serve on the committee. A letter of support from the LCSC Provost is provided.

The College of Western Idaho (CWI) has forwarded Mr. Tomas Puga's name for consideration. Mr. Puga is the Coordinator, Advising and New Student Services Coordinator at CWI. A letter of support is provided.

IMPACT

The proposed appointment replaces the CWI representative on the Committee and reappoints three existing members.

ATTACHMENTS

Attachment 1 – Current Committee Membership Page 5
Attachment 2 – Nomination Letters Page 7

STAFF COMMENTS AND RECOMMENDATIONS

Mr. Will Fanning currently representing the College of Western Idaho will complete his term ending on June 30, 2016. Mr. Tomas Puga has been identified to replace Mr. Fanning and serve as CWI's representative. Mr. Puga has more than fifteen years' experience working with at-risk students and helping them succeed at reaching and persisting in higher education. If approved, Mr. Puga's term would run from on July 1, 2016 - June 30, 2019.

Board staff recommends approval.

BOARD ACTION

I move to appoint Ms. Selena Grace, representing Idaho State University, Dr. Chris Meyer to serve as the Tribal Chairperson's designee for the Coeur d'Alene Tribe, Mr. Bob Sobotta representing Lewis-Clark State College, and Mr. Tomas Puga representing the College of Western Idaho to the Idaho Indian Education Committee effective July 1, 2016 and expiring June 30, 2019.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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State Board of Education
Indian Education Committee

Dr. Yolanda Bisbee is the Executive Director of Tribal Relations at the University of Idaho (UI). Term: July 1, 2013 – June 30, 2017.

Selena Grace is the Associate Vice President for Institutional Effectiveness at Idaho State University (ISU). Term: July 1, 2013 – June 30, 2016.

James Anderson is the Vice President for Enrollment Services in the Division of Student Affairs at Boise State University (BSU). Term: July 1, 2013 – June 30, 2018

Bob Sobotta, Jr. is the Director of Native American/Minority Student Services at Lewis-Clark State College (LCSC). Term: July 1, 2013 – June 30, 2016

Evanlene Melting-Tallow is an Advisor for American Indian students at North Idaho College (NIC). Term: July 1, 2013 – June 30, 2017

Nolan Goubeaux is the Associate Dean of Student Affairs for the College of Southern Idaho (CSI). Term: July 1, 2013 – June 30, 2018

Will Fanning is the Dean of Professional-Technical Education at the College of Western Idaho (CWI). Term: July 1, 2013 – June 30, 2016

VACANT 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

Shawna Daniels 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

Donovan Chase 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

Idaho State
UNIVERSITY

Provost and Vice President for Academic Affairs
921 South 8th Avenue, Stop 8063 • Pocatello, Idaho 83209-8063

MEMORANDUM

TO: Patty Sanchez
Academic Affairs Program Manager, Idaho State Board of Education

FROM: Laura Woodworth-Ney
Provost & Vice President, Academic Affairs, Idaho State University

SUBJECT: Idaho Indian Education Committee

DATE: March 10, 2016

Idaho State University would like to retain Selena Grace as our representative for the Idaho Indian Education Committee for another term.

Phone: (208) 282-2171 • Fax: (208) 282-4487 • www.isu.edu/acadaff
ISU is an Equal Opportunity Employer

COEUR D'ALENE TRIBE
OFFICE OF THE CHAIRMAN
P.O. BOX 408
PLUMMER, IDAHO 83851
(208) 686-1800 • Fax (208) 686-8813

March 4, 2016

Patty Sanchez
Academic Affairs Program Manager Readiness
Office of the State Board Education
PO Box 83720
Boise, ID 83720-0037

Dear Ms. Sanchez,

As you know, over the past couple of years, Dr. Christine Meyer who is the Director of Education for the Coeur d'Alene Tribe has been serving as my designated representative on the Indian Education Committee. It has come to my attention that my term is coming to an end so the purpose of this letter is to request that you allow Dr. Meyer to continue serving as my designee for the next term as well.

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

Lewis-Clark STATE COLLEGE

Connecting Learning to Life

March 9, 2016

Patty Sanchez
Office of the State Board of Education
PO Box 83720
Boise ID 83720-0037

Dear Ms. Sanchez,

Robert (Bob) Sobotta has represented Lewis-Clark State College on the State Board of Education's Idaho Indian Education Committee well and his term on the committee is expiring as of June 2016. Please accept this letter as my formal recommendation for Bob to continue his representation of LCSC and the important work of the Committee for another term.

Please let me know if you have any questions.

Sincerely,

Dr. Lori Stinson
Provost

Cc Robert Sobotta, Native American/Minority Student Services Director

Office of the Provost
500 8th Avenue, Lewiston, ID 83501-2698 • Phone: (208) 792-2213 • www.lcsc.edu
An Affirmative Action/Equal Opportunity Employer

From: Eric Studebaker
To: Patty Sanchez
Cc: David Shellberg; Tomas Puga; Luis Caloca
Subject: IIEC Committee Representative
Date: Sunday, March 13, 2016 9:33:32 PM

Patty,

Thank you for the opportunity to have CWI continue our participation on the Idaho Indian Education Committee. It is my pleasure to recommend Tomas Puga to serve as the CWI representative. Mr. Puga brings with him more than fifteen years of experience helping minority, at-risk students succeed at reaching and persisting in higher education. Tomas is a gifted, passionate, and well-informed practitioner who will no doubt help the committee as they assist in removing educational barriers for the American Indian population.

Here is Mr. Puga's contact information:
Tomas Puga
tomaspuga@cwidaho.cc
(208) 562-2436

If you need any additional information or have questions, please feel free to contact me anytime. Thank you again for the opportunity to continue serving on the IIEC.

Sincerely,

Eric Studebaker, Ph.D.
Interim Dean of Enrollment and Student Services
College of Western Idaho
Office: (208) 562-3247
Cell: (208) 404-1532
ericstudebaker@cwidaho.cc

SUBJECT

Appointments to the Professional Standards Commission

REFERENCE

August 2015	Board approved one appointment to the Professional Standards Commission

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1252, Idaho Code

BACKGROUND/DISCUSSION

Idaho Statute Section 33-1252, Idaho Code, sets forth criteria for membership on the Professional Standards Commission (PSC).

The Commission consists of eighteen (18) members including one (1) from the State Department of Education and one (1) from the Division of Professional Technical Education. The remaining members shall be representative of the teaching profession of the state of Idaho, and not less than seven (7) members shall be certificated classroom teachers in the public school system and shall include at least one (1) teacher of exceptional children and at least one (1) teacher in pupil personnel services. The Idaho Association of School Superintendents, the Idaho Association of Secondary School Principals, the Idaho Association of Elementary School Principals, the Idaho School Boards Association, the Idaho Association of Special Education Administrators, the education departments of private colleges, and the colleges of letters and sciences of the institutions of higher education may submit nominees for one (1) position each. The community colleges and the education departments of the public institutions of higher education may submit nominees for two (2) positions.

Nominations were sought for the positions from the Idaho Association of Colleges for Teacher Education, the Idaho Education Association, Northwest Professional Educators, and the Idaho Association of Secondary School Principals. Resumes for interested individuals are attached.

Secondary Classroom Teacher:

Kathleen Davis, St. Maries Joint School District
Glenda Funk, Pocatello School District
Derek Kohles, Coeur d'Alene School District
William Proser, Coeur d'Alene School District

Secondary School Principal:

Deanne Clifford, Coeur d'Alene School District
Steve Copmann, Cassia County Joint School District

School Counselor:

Kelli Aiken, Coeur d'Alene School District

Kristin Hagadone, Post Falls School district
Richard Jones, Coeur d'Alene School District

Secondary Classroom Teacher:
Dawn Anderson, Madison School District
Shawna Exline, Idaho Fine Arts Academy
Mark Gorton, Lakeland Joint School District
Mary Jackson, Lewiston School District
Aliene (Ali) Shearer, West Ada School District

Public Higher Education (Letters and Sciences Representation):
Tony Roark, Boise State University (reappointment)

Public Higher Education:
Taylor Raney, University of Idaho

Exceptional Child Education:
Levi Cavener, Vallivue School District
Christine Kaufman, Lewiston School District
Virginia Welton, Coeur d'Alene School District (reappointment)

ATTACHMENTS

Attachment 1 – Current Professional Standards Commission Members Page 5
Attachment 2 -- Resume for Kathleen Davis Page 7
Attachment 3 – Resume for Glenda Funk Page 11
Attachment 4 – Resume for Derek Kohles Page 15
Attachment 5 – Resume for William Proser Page 19
Attachment 6 – Resume for Deanne Clifford Page 27
Attachment 7 – Resume for Steve Copmann Page 29
Attachment 8 – Resume for Kelli Aiken Page 31
Attachment 9 – Resume for Kristin Hagadone Page 39
Attachment 10 – Resume for Richard Jones Page 41
Attachment 11 – Resume for Dawn Anderson Page 45
Attachment 12 – Resume for Shawna Exline Page 49
Attachment 13 – Resume for Mark Gorton Page 51
Attachment 14 – Resume for Mary Jackson Page 53
Attachment 15 – Resume for Aliene (Ali) Shearer Page 57
Attachment 16 – Resume for Tony Roark Page 61
Attachment 17 – Resume for Taylor Raney Page 67
Attachment 18 – Resume for Levi Cavener Page 71
Attachment 19 – Resume for Christine Kaufman Page 75
Attachment 20 – Resume for Virginia Welton Page 81

BOARD ACTION

I move to appoint Derek Kohles as a member of the Professional Standards Commission for a three-year term beginning July 1, 2016, and ending June 30, 2019, representing Secondary Classroom Teachers.

Moved by _____ Seconded by _____ Carried: Yes ____ No ____

I move to appoint Steve Copmann as a member of the Professional Standards Commission for a three-year term beginning July 1, 2016, and ending June 30, 2019, representing Secondary School Principals.

Moved by _____ Seconded by _____ Carried: Yes ____ No ____

I move to appoint Kelli Aiken as a member of the Professional Standards Commission for a three-year term beginning July 1, 2016, and ending June 30, 2019, representing School Counselors.

Moved by _____ Seconded by _____ Carried: Yes ____ No ____

I move to appoint Mark Gorton as a member of the Professional Standards Commission for a three-year term beginning July 1, 2016, and ending June 30, 2019, representing Secondary Classroom Teachers.

Moved by _____ Seconded by _____ Carried: Yes ____ No ____

I move to reappoint Tony Roark as a member of the Professional Standards Commission for a three-year term beginning July 1, 2016, and ending June 30, 2019, representing Public Higher Education (Letters and Sciences Representation).

Moved by _____ Seconded by _____ Carried: Yes ____ No ____

I move to appoint Taylor Raney as a member of the Professional Standards Commission for a three-year term effective July 1, 2016, and ending June 30, 2019, representing Public Higher Education.

Moved by _____ Seconded by _____ Carried: Yes ____ No ____

I move to reappoint Virginia Welton as a member of the Professional Standards Commission for a three-year term effective July 1, 2016, and ending June 30, 2019, representing Exceptional Child Education.

Moved by _____ Seconded by _____ Carried: Yes ____ No ____

Professional Standards Commission Members 2015-2016

Clara Allred
Special Education Administrator
Twin Falls SD #411

Margaret Chipman
School Board Member
Weiser SD #431

Kristi Enger
Profession-Technical Education
Division of Professional-Technical Education

Deb Hedeen
Public Higher Education
Idaho State University

Esther Henry, Chair
Secondary Classroom Teacher
Jefferson County Joint SD #251

Dana Johnson
Private Higher Education
Brigham Young University - Idaho

Pete Koehler
State Department of Education
Idaho Department of Education

Charlotte McKinney
Secondary Classroom Teacher
Mountain View SD #244

Becky Meyer
Secondary School Principal
Lake Pend Oreille SD #84

Kim Mikolajczyk
School Counselor
Moscow SD #281

Laural Nelson
School Superintendent
Idaho Digital Learning Academy

Mikki Nuckols, Vice Chair
Secondary Classroom Teacher
Bonneville Joint SD #93

Tony Roark
Public Higher Education – Letters and Sciences
Boise State University

Elisa Saffle
Elementary School Principal
Bonneville Joint SD #93

Donna Sulfridge
Elementary Classroom Teacher
Mountain Home SD #193

Heather Van Mullem
Public Higher Education
Lewis-Clark State College

Ginny Welton
Exceptional Child Education
Coeur d'Alene SD #271

Kim Zeydel
Secondary Classroom Teacher
West Ada SD #2

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KATHLEEN A. DAVIS

3058 Cherry Creek Rd.
St. Maries, ID 83861
Home Phone (208) 245-3801
Cell (208) 582-0187

Penni Cyr, IEA President
Idaho Education Association
P.O. Box 2638
Boise, ID 83701

Dear Ms. Cyr,

I respectfully submit my application and required documents for consideration for the IEA's selection of a representative to the Idaho Professional Standards Commission.

I believe it is imperative that the profession be protected from negative influences. One way in which we, as teachers, can help in this effort is to monitor practices which ensure that ethical conduct is employed at all times. This will not only make certain that those we come into contact are protected from wrong doing, but also ensure that those in the profession of education are not tarnished by the misdeeds or unprofessional choices of others. This review process also provides assurance that educators will be treated appropriately if accusations should arrive and that false accusations can be handled with integrity.

I have included the following documents: application, resume, statement of commitment to education, along with three letters of recommendation.
Should you have additional questions, please contact me so that I might provide any necessary information.

Thank you for considering me as a candidate for this appointment.

Sincerely,

Kathleen A. Davis

Kathleen A. Davis

Enc: PSC Application
Resume
Statement of Commitment to Education
Letters of Recommendation
D.Kachelmier
D. Baerlocher
N. Huddleston

KATHLEEN A. DAVIS

3058 Cherry Creek Rd.
St. Maries, ID 83861
Home Phone (208)245-3801 208 582-0187

OBJECTIVE: I would like the opportunity to serve on the Professional Standards Commission.

QUALIFICATIONS

In my 14 years of teaching, I have provided appropriate instruction to children in grades Pre K-8. During this time I have taken additional responsibilities and focused on strengthening community involvement in our school. By seeking workshops and conferences that focus on subject areas for which I am responsible, I have attempted to use current research and data to offer my students an optimal learning environment. My experience has included working with preservice teachers, novice teachers, and with college instructors involved in mentoring new teachers in order to provide resources and support that will aid them in a positive transition into the profession.

EDUCATION

1974-1978 High School Diploma, St. Maries High School, St. Maries, ID
1994-1998 B.S. Elementary Education, Lewis Clark State College, Lewiston, ID
Endorsements in Reading K-12 and English K-9
2002-2005 M. Ed. Curriculum and Instruction, University of Idaho, Moscow, ID

EMPLOYMENT

1998-1999 *Teacher, Heyburn Elementary, SD #041, St. Maries, ID*
Sept. - Jan Served as support personnel for Special Education Department. Responsible for weekly activities for grades K-5.

1999-1999 *Substitute Teacher, Heyburn Elementary, SD #041, St. Maries, ID*
Jan - June Performed as long term substitute. Responsible for daily instruction and activities for twenty preschool age children including those with special needs.
Responsible for all planning and assessment in fourth grade classroom. In addition assumed all committee activities and assignments for teacher on leave during the final academic quarter.

1999-2005 *Classroom Teacher, UpRiver Elementary, SD #041, St. Maries, ID*
Assigned instruction in Language Arts, Geography, and Math for grades 6-8. This position included work within the Title I program. During this time I served on the technology, spelling bee, and assemblies committees.

2000-2008 *Teacher for Summer Reading Program, SD #041, St. Maries, ID*
Provided remediation for students in primary grades identified through IRI assessments.

2005-present *Classroom Teacher, St. Maries Middle School, SD #041, St. Maries, ID*
Language Arts, Grades 7-8, All subjects Grade 6
Responsible for instruction in reading and English. Member of district professional development committee, and RTI team. Mentor for novice teachers. Facilitator for collaboration activities. Coordinator for building RTI team. Assisted in staff development for Danielson Evaluation Model.

RELATED ACTIVITES

1998-present Active Member St. Maries Education Association
2003-2005 St. Maries Education Association Building Representative
2008-present St. Maries Education Association Treasurer; Delegate
2008-present Benewah County Library Association Board Trustee
Chair 2010-present
2010-present Active member P.E.O.
Chair - Scholarship committee 2010-present; Treasurer - 2012

Professional Associations and related activities
(including offices)

St. Maries Education Association	2001-Present	Building Rep
St. Maries Education Association	2009-2011	Delegate
St. Maries Education Association	2005-present	Treasurer
SMEA	1998-present	Member
International Reading Association	1998-present	
Kappa Delta Pi		
University of Idaho Alumni Association		
Lewis-Clark State College Alumni Association		
National Teachers of English		
Idaho Library Association		

Community Involvement (Please list all community service or other community activities in which you have been involved and dates)

Benewah County Library Board of Directors		2008-present
Benewah County Library Board of Directors	Chairperson	2010-present
North Idaho Volleyball Club		1998-2006
St. Maries High School Booster Club		2000-present
St. Maries Church of the Nazarene		1990-present
Heyburn Parent Teacher Organization		1992-1998
P.E.O. International		2009-present
Parents Helping Parents		1999-2005

The Professional Standards Commission meets as many as six (6) times a year. Each meeting spans two days. Additionally, Commission members may be asked to attend public meetings, attend State Board of Education meetings, and present at regional or state meetings. Will you be able to give the required yearly time to this position? YES **X** NO __.

Applicant's signature Kathleen A. Davis

Please attach resume, three (3) letters of recommendation, and statement of commitment to the profession.

1/07

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Glenda Funk

Highland H. S.
1800 Bench Road
Pocatello, ID 83201
208-241-8620 (cell)
gfunk441@gmail.com

EDUCATION

August 2008
M.A. English
Idaho State University

May 1981
B.S. Speech Education
Southwest Baptist University

HONORS AND AWARDS

2011 National Board for Professional Teaching Standards Certificate Renewal: AYA/ELA
2011 Lionel Bowzer Excellence in Education Award
2009 Thomas C. Wright Fellowship, University of Idaho
2008 Teaching Shakespeare Institute, Folger Shakespeare Library, Washington, D.C.
2007 Teaching Shakespeare Mini-Institute, Folger Shakespeare Library, University of Tulsa
2004 National Humanities Center: "American Beginnings: The European Presence in North America 1492-1690"
2002 National Board for Professional Teaching Standards Certification in Adolescent Young Adulthood English Language Arts
2002 Zonta Women of Achievement recipient
1994 National Forensic League Diamond Coaching Award

ASSOCIATION MEMBERSHIPS

National Council of Teachers of English
ALAN: Assembly on Literature for Adolescents of the NCTE
Phi Kappa Delta
National Forensic League
National Education Association
Idaho Education Association
Pocatello Education Association

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TEACHING EXPERIENCE

1989-Present
English and Speech, Highland High School
Grades 9-12; Contemporary World Lit, British Lit, American Lit; honors level to special services inclusion; fundamentals of speech; competitive forensics, debate, student congress. Additional duties include advising the student literary magazine, *Rambles*, for three years. Presented to the faculty ideas for using performance pedagogy in all curriculum areas (2011).

2006 Summer
Upward Bound, Idaho State University. Responsible for teaching College Prep English with the directive to teach the course as I would the English 1101 Introduction to Writing at ISU; taught speech and English 12 following the Idaho Content Standards for those classes.

1981-1984; 1986-1989
English teacher, Kofa High School, Yuma, Arizona
Grades 10-12; Contemporary World Lit, British Lit, American Lit; includes experience teaching English Language Learners as well as native English speakers. Additional duties include advising the wrestling cheerleaders (volunteer).

1984-1986
English, Urbana Community School, Urbana, Iowa
Grades 7-8; Additional responsibilities include advising the student newspaper, coaching the cheerleaders, serving as a class sponsor, and directing school-wide drama productions.

COMMITTEE MEMBERSHIPS

2008 to Present
Highland H. S. Mission Statement Committee

2008 to Present
Highland H.S. Building Representative for PEA

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Glenda Funk

February 12, 2013

Statement of Commitment to the Teaching Profession

Thirty-two years is a long time to spend in any profession, so in some ways writing a statement about my commitment to the teaching profession seems a bit like stating the obvious. Perhaps this would be true if commitment were measured by the clock, but commitment isn't a period of time. Nor is it a tradition. It isn't metered by what one does when unsure what else to do. Those who value commitment evaluate it by growth, by change, by perseverance and tenacity. I named my blog *Evolving English Teacher* because the name embodies my commitment to students and to my profession, a profession easily characterized as at risk.

Consider: A July 30, 2012 report, *The Irreplaceables: Understanding the Real Retention Crisis in America's Urban Schools,* by TNTP documents the growing crisis in teacher retention. Simply, especially in urban areas, not enough teachers are staying in the profession. Why? That's the million-dollar question. Many teachers lack commitment to a profession that fails in its commitment to them. Call it a Social Contract. Teachers often find their idealism immediately shattered for myriad reasons. The report offers two recommendations for keeping exceptional teachers in the classroom: Prioritize retaining those teachers who clearly advance student learning, which I'd argue isn't measured in test metrics alone; improve the profession "with higher expectations" of teachers, also not evaluated by such things as value-added assessment.

Herein resides my commitment to the profession. Long ago I decided to do all I can to live my professional life as a learner, to value professional growth above all else, especially politics. Last week a student commented: "You are the most helpful teacher ever." Teaching is a service profession, and it's my job to serve my students. That's why I blog about teaching, including lesson ideas, participate in #engchat on Twitter, speak at conferences, and share, share, share books with students, teaching materials with my colleagues in Idaho and throughout the country.

When I think about why I want to serve on the Professional Standards Commission, my thoughts turn to what needs to be done to elevate the profession so that teachers are once again revered and respected, not just by their students, but by business leaders and politicians and all other stake-holders. Daniel Pink has much to say on this topic in *Drive: The Surprising Truth About What Motivates Us.* Among his arguments, Pink names *autonomy* and *mastery* as essential components of motivation.

The trajectory of my own career verifies Pink's premise: I find ways to exercise autonomy over my career—especially as those not vested in my profession seek to diminish it—which means seeking PD outside my classroom, and I am committed to mastery of my subject matter and the pedagogy necessary to teach it successfully.

I'm committed to holding on to what Tom Newkirk calls the "good ideas in a time of bad ones" and doing all I can to promote excellence among my students and within myself.

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Professional Standards for Educators Commission – Personal Statement

I have been a professional educator for about a quarter of a century. After working in a private college-prep parochial school for two years in California, I returned to Idaho and began working in public education, first at the Region #1 Juvenile Detention Center, then at the alternative high school Project CDA (now Venture HS) in the Knight School program, before graduating to my current position teaching Social Studies and English at Lake City High School.

Throughout my career I have seen my job as a professional educator partly as a role model for my students and my peers. Effective teaching that prepares young people for the kind of future that we hope to create requires individuals of strong character and high principles. I understand that we are all learning constantly, and during my career I have had numerous opportunities to learn better how to be a professional educator. While none of us are perfect, clear ethical and legal guidelines help to shape positive and productive interactions between educators and the students, parents, and communities we serve.

In 25 years I have seen several situations where well-meaning teachers have run afoul of best practices and the Code of Ethics through ignorance or a momentary lapse in judgment. I have also had occasion to see blatant and intentional violations of these standards. Each situation is different and the application of consequences by the governing authority should recognize and account for these differences. As a USSF Soccer Referee Instructor I teach new referees to respect both the written and unwritten standards that make the game enjoyable and fair for all participants. As a working soccer referee, I know the importance of setting clear standards and holding players and coaches accountable for respecting the game we all enjoy.

I have had a copy of the Code of Ethics on the bulletin board by my desk for a number of years now. It is a strong document even given the changes we have seen in technology, communication and supervision. The Code establishes "bright lines" for professional educator conduct in a clear and concise way.

Thank you for considering my application to serve the teaching profession on the Idaho Department of Education's Professional Standards Commission.

Derek Kohles
8291 Stonehaven Drive
Hayden, Idaho 83835
(208) 640-6477

Derek Kohles
8291 Stonehaven Drive
Hayden, Idaho 83835
(208) 640-6477

Current Position: 23 years in CDA School District #271 (LCHS) 25+ years teaching overall
Courses Currently Taught: **NIC US History 111 & 112, Geography 9, Basic English 9**
Previously: US History, English 11, IB History of the Americas, IB 20th Century Topics, World History, Economics, Government, English 10, Basic English 10, Science Fiction & Fantasy Literature

Education:

2000	Completed **M.A. in Secondary Education** through University of Idaho extension program in Coeur d'Alene, Idaho
1993-6	Graduate coursework in English Literature at Gonzaga University, Spokane, Washington
1989	Completed Grinnell College 9th Semester Teacher Preparation Program including student teaching practicum in Newton, Iowa
1988	Graduated from Grinnell College, Grinnell, Iowa, with **B.A. History**
1984	Graduated from Post Falls High School, Post Falls, Idaho

Teaching Experience:

Project CDA/Venture HS Summer School sessions 2000-Present English and Social Studies classes

2000-Present	Classroom teacher involved with developing curriculum and assessments in Social Studies and English (US History, NIC US History 111 & 112, Economics, World History, AP U.S. History, English 10, Basic English 10, IB History of the Americas, Sci-Fi & Fantasy Lit) at **Lake City High School**, Coeur d'Alene
1998-2006	Classroom teacher in Social Studies and English (Economics/Money Management, World History, English, Government) 10-15 hours/week in the Knight School (evening) program at Venture HS (previously Project CDA – Creating Dropout Alternatives), Coeur d'Alene
1993-2000	Classroom teacher at **Region #1 Juvenile Detention Center**, Coeur d'Alene, Idaho
1996-98	Outreach teacher at Cd'A Public Safety Building for **North Idaho College Adult Basic Education Program** preparing inmates for GED and HSE examinations
1989-91	Teaching Social Studies (World History, AP U.S. History, U.S. History, History of the U.S. Media Industry) at **Providence High School**, a Catholic college-prep school in Burbank, California

Content training and Awards:

Summer 2005	**IB Level III** training Pacific Grove, CA – Canadian & Latin American Literature & History
January 2005	**IB Level I** training in Vancouver, BC – Curriculum development workshop
Summer 2004	Participated in week-long **AP US History** training workshop in Bellevue, Washington
Summer 2000	**Northwest Inland Writing Project (NIWP) Teacher Consultant**
1995	**Active Change Empowerment** (Cognitive Re-structuring)
1991	**National Endowment for the Humanities Summer Seminar for School Teachers**

School/Community Leadership Activities:

CEA President – 2013-Present: Responsibilities included negotiations, advocacy and support of employee rights, communication with members and IEA leadership, legislative testimony, etc.

LCHS Social Studies Dept. Chair (2010-13)

NISTAR (North Idaho Student-Teacher Achievement Recognition) - 2008, 2009, 2011, 2014

LCHS Teacher of the Year nominee - 2007, 2008, 2011

LCHS Steering Committee (2006 – Pres.) – Admin/Staff decision-making body for Lake City High School

Sting Soccer Club - Board Member (2006 – 2013.) – VP, Fields, Long Range Planning, Referee Committees

Course Development:

Implemented syllabus and instruction for North Idaho College Hist 111 & 112 sequence as part of Dual Enrollment program to allow HS students to earn college credit – 2013/14 – Present

Developed and taught 2-year IB Groups and Societies curriculum at LCHS from 2006-2014

IB History of the Americas - 11th grade survey of century of history in the western hemisphere including Latin America, Canada, and the United States

IB 20th Century Topics – 12th grade analysis of significant events, themes, and trends in World History around the globe during the 20th century

Created Science Fiction and Fantasy Literature course at LCHS - Semester elective exploration of grammar, literature, the writing process, and analysis through short stories, novels, and films – 2006

Active member of Curriculum Development Team – 4 years – English 10, Basic English 10, World History, Economics – 2000-2005; World History and IB Curriculum 2005-2011

NIWP Teacher Consultant
Writer's Tool Box Presentation to Student Writer's Workshop in Moscow, 2000
NIWP Spring Conference at Mt. St. Michaels, Spokane, WA Spring 2001

Community Involvement:

Member of Coeur d'Alene Education Association /IEA/NEA since 1993

Sting Soccer Club - Board Member, 2006-12 – Fields, Long Range Planning, Referee Committees

NISRA member (North Idaho Soccer Referees Association) 2005-Present – Club, High School, Adult league
Selected as referee for High School State Championships 2007, 2008, 2010

District 1 IHSAA Soccer Commissioner –2012 - Present

References

Matt Handelman, Superintendent, Coeur d'Alene School District #271 208.664.8241 Fax: 208.664.1748
1400 North Northwood Center Court, Coeur d' Alene, ID 83814

Deanne Clifford, Principal, Lake City High School, 208-769-0769
6101 N. Ramsey Road, Coeur d'Alene, ID 83815

Phil Harding, IEA Region #1 Uniserv Director, 208-667-1502
1621 N 3rd St., Coeur D Alene, ID 83814

Rick Jones, Region #1 President
14848 N. Sunset St., Rathdrum, ID 83858

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WILLIAM S. PROSER

1338 W Kidd Island Road
Coeur d' Alene, ID. 83814
Phone (208) 664-2900

Summary of qualifications

Highly skilled teacher
Excellent communicator
A developed work ethic
A sense of humor

Education

Ph.D. Educational Leadership, Gonzaga University 1993
Dissertation: "Existential Implications of the Nazi Death Camps Based on Selected Readings of Four Jewish Thinkers"

The reaction of Jewish thinkers to the Holocaust can be ranged along a continuum extending from the conservative orthodox position of Eliezer Berkovits to the radical position of Richard L. Rubenstein. Rubenstein suggests that the events of World War II completely destroy the orthodox position of Berkovits and that a new revelation has come to the world. That new revelation must start with, "In the beginning was the Holocaust." The implications of these divergent views remain largely unexplored and and conflict dramatically with a worldview that is currently dominated by existentialism and post-modern thought.

M.Ed. Education, University of Idaho, 1981 (Principal certification)
M.A. English, Arizona State University, 1975
B.A. English, Pacific University, 1973

Professional experience

1999-present	Founder, former principal, teacher: Coeur d' Alene Charter Academy (First college prep charter high school in the Pacific Northwest) (99-00) Founder, academic dean, teacher (00-02) Founder, English department chair, Teacher (02-05) Advanced Placement American Literature, English Literature, World Literature, World Religions, Economics
1997-1999	Advanced Learning Facilitator, teacher-AP English: Coeur d' Alene School District, Idaho
1977-1997	Teacher-Honors English, American and World Literature, Research Writing, Coach Baseball and Basketball: Coeur d' Alene School District, Idaho
1996-1998	Adjunct Professor-Literature of the Holocaust, Historical and Philosophical Foundations of Education: University of Idaho
1983-1984	Adjunct Professor-World Religions: North Idaho College
1975-1977	Teacher-Australian Literature, American Literature: Queensland Dept. of Education, Australia
1974-1975	Graduate Teaching Assistant-Freshman Composition: Arizona State University
1973-1974	Teacher-British Literature, American Literature, Coach Football: Sherwood School District, Oregon

Community Involvement

2002-2004	Committee member to take Neo-Nazi Aryan Nation compound and develop it into a Human Rights Study Center
2004-present	Northwest Professional Educators Board of Directors
2002-2005	Advanced Placement Reader (Grade Eng. Literature essays) Florida
2004-2005	American Board for Certification of Teacher Excellence (ABCTE) (completed teacher certification test for grades 1-6, (St. Louis) 2004 grades 6-12, (Washington DC) 2005 (St. Louis) 2006
2001, 2004	Washington State Charter School Conference, presenter (Seattle)
1996-2002	Board Member: Idaho Humanities Council
1996-present	Small business owner: Retirement Investments
1992-present	Kidd Island Sewer District Board of Directors
1997-present	Coeur d' Alene Teachers Credit Union Board Member
1983-1997	Kidd Island Water Association Board of Directors
1998-1999	Idaho Board of Education Exiting Standards Committee
1995-1998	Long Range Planning Committee, Coeur d' Alene School District
1992	Intern: Hecla Mining Company
1992	Head Coach: American Legion Baseball (W49 L14) 1992 League and District Champions
2004	Head Coach Boys Basketball

Honors

Teacher of the Year Nominee: Lake City High School 1997
Teacher of the Year National Honor Society (multiple years)
Teacher of the year Key Club (multiple years)
North Idaho Student/Teacher Recognition
Class Valedictorian: Most Influential Teacher Award 1993, 94, 95, 96, 2004

Grants

Local: Excel Committee "Great Ideas in the Humanities" 1985

State: The Idaho Humanities Council "Existential Implications of the Nazi Death Camps"

National: Fellow: The National Endowment for the Humanities
Herman Melville's Moby Dick
University of California at Santa Barbara 1986

Fellow: The National Endowment for the Humanities
Literature of the Holocaust
Simmons College, Boston, MA 1991

The Holocaust and Jewish Resistance
Study Tour in Poland and Israel 1994

American Gathering of Holocaust Survivors
Facilitator: National Convention, Washington DC 1998

American Gathering of Holocaust Survivors
Presenter: National Convention, Washington DC 2000, 2002

Professional References Available Upon Request

Dr. William Proser

American Stars of Teaching Nomination

Please accept the nomination of Dr. William Proser for an American Stars of Teaching Award.

Dr. Proser is an exemplary educator who inspires students to reach for the highest standards academically, athletically, and in their personal character. Proser, who began teaching high school English in 1973, has also taught World Religions, Historical and Philosophical Foundations of Education, and Literature of the Holocaust at Idaho institutions of higher education. He has coached football, basketball, and baseball as well.

In 1999, Dr. Proser founded the Coeur d'Alene Charter Academy (the Academy), the first college preparatory charter high school in the Pacific Northwest. Proser has served as the Academy's founder, principal, academic dean, and English department chair as well as teacher. After the daunting work of gaining district approval, the Academy was established in the former Duncan's Garden Center. While flowers and plants no longer grow in this large cement facility, young, fertile minds eager to be challenged are blossoming and bearing fruit.

"Our idea," Proser stated back at the Academy's founding, "is to take the same dedication and energy that we have in athletics and apply it to the classroom. We want to create an equal playing field where students compete for excellence." The Academy adopted a rigorous academic curriculum and promotes a strong work ethic with accountability. Proser and the Academy board resurrected the "C" grade, too often used to denote the lowest grade rather than the statistical average. The Academy has been accredited as an "Idaho Merit School" and is fully recognized by the "College Board."

By implementing an original college preparatory curriculum, which includes Latin in seventh grade, interdisciplinary history and English classes, and accelerated reading of 75-100 of the "best books ever written," Dr. Proser's students consistently outperform district, state, and national norms.

At Dr. Proser's urging, the Academy enlisted the expertise of Dr. Charles J. Clock, a management and educational consultant to help the school develop the most efficient and effective use of testing and measurement data to track student achievement and keep the instructional program focused on student needs. Clock has a doctorate in Educational Evaluation, Measurement, and Statistics. His research reveals that students entering the Academy in sixth grade perform relatively low and their standardized test scores are relatively consistent with the general population in the same geographic area.

To Proser's and the Academy staff's credit, the longer students remain in the Academy, the better they perform in comparison with many other schools in the district, state and nation. For example, in 2004 Academy sixth grade students performed an average of 539 on the Educational Records Bureau (ERB) Writing Assessment Program (WrAP) which is below the average of 625 for sixth graders in high performing suburban schools. By the eighth grade, these same Academy students posted higher average scores than their counterparts in high performing suburban schools. For example, Academy students scored 825, 1054, and 1302 for eighth, ninth, and tenth grades, respectively, while their counterparts in the same grades scored an average of 818, 970, and 1039 for the same grades, respectively.

According to Dr. Clock, the major requirements for academic assessment at the Academy are to monitor student progress over time (using longitudinal data) and to test this progress with performance based instruments. The primary tests are the CTB/McGraw-Hill TerraNova Performance Assessment tests in Communication Arts and Math. By the fall of 2000, and certainly in subsequent years, Dr. Clock documented that entry-level students tended to score lower than students who had been attending the Academy at each grade.

Dr. Proser established the Academy full of hope and promise to help young people reach their true potential. To meet this goal, the school adopted testing early in the school year to obtain data for instructional purposes. In 1999-2000, when the school first opened, students' average (mean) scores were in the upper 30 to 40 percent of the national percentile distribution on the ITBS/TAP. Students' performance on the TerraNova Performance Tests in Communication Arts and Math revealed numerous skill deficiencies and scores below their performance on the ITBS/TAP. Instructional staff received the names of students needing skill improvement. As this was the first year of the Academy, student performance was based on "inherited" knowledge at all grade levels.

Dr. Clock reports that in 2000-2001, the students made statistically significant gains and the number of skill deficiencies noted on the previous years' Performance Assessment tests tended to decline. However, there were some problems in grade 9 that followed students as they moved from eighth grade. (These deficiencies, "Evaluate Critically and Write Effectively" in Communication Arts and "Problem Solving and Communication" in Math became strengths when the students reached 10th grade.) The Performance Assessment tests became the major focus for instructional improvement since the items were measuring both subject content and writing skills.

In 2001-2002, the state Direct Writing Assessment (DWA) and Direct Math Assessment (DMA) results placed the Academy substantially above the state and district data, according to Dr. Clock. The scores for these tests are on a five-point scale. The Academy had 92% of 8th graders above 3.0 in Writing and 65% above 3.0 in Math. At grade 11, the Academy had 95% of scores above 3.0 in Writing. Longitudinal data on the Performance Assessment tests showed statistically significant gains at all grade levels. Not resting on its laurels, the Academy brought any skill areas needing additional concentration to the attention of instructional staff.

2002-2003 was the first year that the Academy administered the Idaho Standards Achievement Test (ISAT) to all grades 6 through 10 students. Comparing Academy average scores with the Lexile Framework (the scale where the reader can expect to have 75% comprehension), all students were functioning 2-3 grade levels above their grade level in reading. Dr. Clock reports that the data on the ISAT for all students in grades 7 through 10 were relatively high in contrast to statewide data. In Reading, the Charter Academy 10th graders scored an average (mean) of 236, the highest of all public schools in Idaho except Boise High School that also had a 236. The grade 10 Language average (mean) score of 234 was higher than any other public school. The grade 10 Math average (mean) score of 259 was 10 points higher than any other public school in Idaho (data does not include statewide charter schools.)

Dr. Clock also indicates that of the thirty-two 11th and 12th grade students who have taken the SAT I since the fall of 2003, 66% have scored above the 80th percentile, and 25% have scored above the 90th percentile. The average (mean) scores for these students are Verbal 617, Math 613, and total composite score 1230. The ACT scores were also positive, with 50% of the students taking the test scoring above the 90th percentile.

The above data clearly show that Dr. Proser's vision, gifts, and grit have succeeded in raising student achievement. The data looks great on paper, but what it doesn't necessarily reveal is how this extraordinary man has changed individual lives, families, and our communities for the good—in both the near and far term. Parents and students authenticate how students thrive under this first rate educator's tutelage.

Cynthia Taggart, a parent and education reporter for the *Spokesman Review* for seven years who has observed countless teachers in 13 school districts says, "Bill Proser rises above them all. Both my daughters have had some great experiences at Lake City High School. Unfortunately of the dozens of teachers they've had between them, only a few pushed them to achieve excellence. Bill Proser tops that short list." In a 1997 article, "Teacher ignites desire to learn," Taggart wrote, "Bill is closing in on 50 and is no starry-eyed neophyte. He's taught high school English for 25 years and awakened the brains of thousands of students. At least several parents credit him with their children's success in college. . . He's the suit among a crowd of teachers in jeans and flannel, but he's easily approachable. He addresses his students as 'Ms.' and 'Mr.' He doesn't see unruly kids in his classroom but students with untapped potential."

Taggart described Proser's classroom as a "think tank." A proponent of knowledge-based learning, he "invites discussion, opinions, scrutiny, examination. He doesn't duck controversy, but uses it to bore deeper into a subject. He wants to hear what his students think because he might learn from them." Dr. Proser requires his students to read and write prolifically and think fearlessly because their goal is the same. "We're all searching for the truth."

Taggart describes Dr. Proser as one of the few teachers that ever pressed students to achieve excellence. "I'm most impressed with Bill's respect for students' intelligence and his willingness to learn from them. Through his assigned reading--difficult at any age--and his open discussions, Bill encourages and inspires his students to think at a deeper level. He excites them about learning because he is excited about it. I told my older daughter, who worked harder and more willingly for Bill than any other teacher, that college would be full of Prosers. She's a college sophomore this year and still waiting to find one. She's grateful that Bill showed her the amazing power of her brain."

Former student Nathaniel Heffter responded to Taggart's feature article with his own letter to the editor, "Proser a teacher you remember forever," published in the *Spokesman Review,* May 7, 1997. He explained, "Since graduating from high school and continuing on in college, I have often reflected on the impact this teacher had on my life. Proser challenged me to learn how to write, to look beyond the printed words for deeper meaning and, most of all, challenged me to begin relating literature to my life. After four semesters of higher education, I have yet to find someone so capable of inspiring a student to challenge themselves. . . I hope that when I graduate in a few years with a degree in secondary education, enough of his magic will have rubbed off. Only then could I begin to inspire students as he has inspired me."

College students consistently report that their college English and literature classes are "easy" after experiencing Dr. Proser in high school. A local college professor claims that he can identify Proser's former students because they are his best writers. Numerous Proser students have been placed in the honors programs of their respective universities or colleges, and some, such as Emily Ruskovich who placed 2nd in the Ayn Rand National Competition, have won writing awards and contests. Ninety-eight percent of Dr. Proser's students in the past six years matriculated to their first choice of university or college.

Richard Rock, a former student of Proser's, entered the Stanford Graduate School of Business as its youngest student. He was appointed senior director of new business development at eBay, the phenomenally successful Internet auction company. Featured in *Coeur d'Alene Magazine's* Winter 2000 issue highlighting high school graduates who had gone on to achieve exceptional success, Rock credited Bill Proser with helping him develop critical thinking skills. "Hard work, critical thinking, problem solving, communication, innovation, and excellence" are the timeless elements needed for business success, according to Rock. Dr. Proser "always challenged people to question everything and the root thinking behind it." That skill, Rock acknowledges, has helped him develop a core belief that he's tested for himself. "We have the ability to mold ourselves into whatever we desire."

Dr. Proser's talent as an educator has earned him many awards, many notably granted by students. Some of these include:

- Class Valedictorian: Most Influential Teacher Award, 1993-96, 2004
- Teacher of the Year National Honor Society (multiple years)
- Teacher of the Year Key Club (multiple years)
- North Idaho Student/Teacher Recognition
- Teacher of the Year Nominee, Lake City High School, 1997

Proser's personal and professional generosity extends well beyond his classroom and the Academy to reinforce our broader education and civic communities. Some of his contributions include:

- Advanced Placement Reader (grade English literature essays), five years
- Committee member to take Neo-Nazi Aryan Nation compound and develop it into a Human - Rights Study Center
- Northwest Professional Educators, Board of Directors (affiliate of the Association of American Educators)
- American Board for Certification of Teacher Excellence (ABCTE), completed teacher certification tests for grades 1-6 (2004) and grades 6-12 (2005)
- Washington State Charter School Conference Presenter
- Idaho Humanities Council, Board Member
- Coeur d'Alene Teachers Credit Union Board Member
- Idaho Board of Education Exiting Standards Committee
- Long Range Planning Committee, Coeur d'Alene School District
- Head Coach, American Legion Baseball, 1992 League and District Champions
- Head Coach, Basketball

A man of integrity, Dr. Proser leads students and his fellow educators by example, challenging himself to learn and grow by advancing his scholarship and professional growth through a variety of competitive educational grants and fellowships. Some of these include:

Local: Excel Committee, "Great Ideas in the Humanities" 1985

State: The Idaho Humanities Council, "Existential Implications of the Nazi Death Camps"

National: Fellow: The National Endowment for the Humanities
Herman Melville's Moby Dick
University of California at Santa Barbara, 1986

Fellow: The National Endowment for the Humanities

Literature of the Holocaust
Simmons College, Boston, MA, 1991

The Holocaust and Jewish Resistance
Study Tour in Poland and Israel, 1994

American Gathering of Holocaust Survivors
Facilitator, National Convention, Washington DC, 1998

American Gathering of Holocaust Survivors
Presenter, National Convention, Washington DC, 2000, 2002

In conclusion, I am privileged to nominate Dr. William Proser, a true shining star for learning and excellence, for an American Stars of Teaching Award.

Through ardent, stimulating teaching and the persistent determination to establish and maintain a demanding college preparatory charter school, Bill Proser has launched a galaxy of stars noted for their scholarship, culture, and integrity who will make incalculable contributions to our world.

Thank you for considering this brilliant educator for the American Stars of Teaching Award!

Cindy Omlin
Executive Director
Northwest Professional Educators
An affiliate of the Association of American Educators (AAE)
PO Box 28496
Spokane, WA 99228-8496
800-380-6973
info@nwpe.org

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Deanne Clifford

30514 Sienna Loop
Athol, Idaho 83801
(208) 691-1192

Professional Profile

"I believe she has unlimited potential in any administrative area for which she may apply."

John Brumley
Lake City High School

I currently serve as a high school building principal in Idaho. This has been my professional goal for many years. It is my strong desire to complete my specialist degree and certification in the superintendency. My hope is to have a positive impact on the students of Idaho.

Educational Background

- **Specialist Degree**: Educational Leadership — Projected Completion: December, 2016
  Superintendency — University of Idaho: Moscow, Idaho
- **Master's Degree**: Educational Leadership — May, 2003
  Principalship — University of Idaho: Moscow, Idaho
- **B.S. Degree**: Education/Secondary Ed. — May, 2001
  Major: Mathematics — University of Idaho: Moscow, Idaho
  Minor: English/Journalism

Professional Certification

- **Principal Endorsement** — September 2006
  School Administrator — State of Idaho: State Board of Education
- **Teacher Certification** — August 2001
  Secondary Education — State of Idaho: State Board of Education

Professional Experience

- ***Principal***
  July, 2010-present — Lake City High School: Coeur d'Alene, ID Matt Handelman, Superintendent
- ***Summer School Principal***
  June, 2009-2011 — Project CDA: Coeur d'Alene, ID Rosie Astorquia, Dir. Secondary Ed.
- ***Assistant Principal***
  August, 2007-June, 2011 — Lake City High School: Coeur d'Alene, ID John Brumley, Principal
- ***International Baccalaureate Diploma Program Coordinator***
  January, 2004-August, 2007 — Lake City High School: Coeur d'Alene, ID John Brumley, Principal
- ***Administrative Intern***
  September, 2002-June, 2003 — Lake City High School: Coeur d'Alene, ID John Brumley, Principal
- ***Mathematics Instructor/Student Council Advisor***
  August, 2002-June, 2007 — Lake City High School: Coeur d'Alene, ID John Brumley, Principal
- ***Mathematics Instructor/Student Council Advisor***
  August, 2001-June, 2002 — Post Falls High School: Post Falls, ID John Billetz, Principal
- ***Assistant Treasurer***
  August, 1995-May, 2000 — Lake City High School: Coeur d'Alene, ID John Brumley, Principal

Professional Committees and Organizations

• Inland Empire League	President, 2010-2011
• Idaho Association of School Administrators	Member, 2003-present
• Numerous Building and District Committees	Volunteer member, 2000-present
• Idaho Association of Student Councils	Interim Executive Director, 2007 Region 1 & 2 Director, 2002-2007
• Lake City High School Student Council	Advisor, 2002-2007
• Parent Advisory Committee	Student Council Liaison, 2002-2006
• Lake City High School Steering Committee	Elected Member, 2003-2006
• Lake City High School Collaboration Team	Volunteer Member, present
• Coeur d'Alene Education Association	Building Representative, 2002-2005
• National Association of Secondary School Principals	Member, 2003-present
• Assoc. of Supervision & Curriculum Development	Member, 2002-present

Awards/Grants/Recognition

- National Association of Student Councils : *Gold Council of Excellence,* 2007
- Idaho Association of Student Councils: *Distinguished Service Award,* 2006
- National Association of Student Councils: *National Advisor of the Year Region 7*, 2005
- Idaho Association of Student Councils *Idaho State Advisor of the Year*, 2004-2005
- Coeur d'Alene School District 271: *Rookie of the Year,* 2005
- Coeur d'Alene School District 271: *Teacher of the Year Nominee,* 2003-2005
- Excel Foundation: *Grants exceeding $6,000,* 2002-2004
- National Youth Leadership Forum: *Honoree*, May, 2002 and May, 2006
- National Teacher Training Institute Award Recipient, *Award winning lesson plan -"Measuring the Earth,"* 2001
- Golden Key National Honor Society, 1998-2002
- Phi Theta Kappa, 1996-1998

Clubs/Community Service/Activities

- Idaho Association of Student Councils interim state director and regional advisor
- High School student council advisor
- University of Idaho Instructor of International Baccalaureate Teacher Professional Development
- Lake City High School Football Boosters: former president, current member
- LCHS Math Study Club: facilitator
- Youth Soccer Association: referee and coach
- Annual Food Drive: organizational assistant
- Adopt-a-Family: program advisor
- National Association of Student Councils: annual fall and spring conference organizer
- Teen events volunteer

Kristen,
I didn't see where this went through yesterday, so I am sending it again. Hopefully it isn't too late. I am interested in applying for the open secondary position on the PSC.
The following are a few of my qualifications:
** 1989 to 1995 - Teacher and Dean of Students at Pinon Mesa Middle School in Phelan, CA
** 1995 to 1999 --> Assistant Principal at Burley Jr. High School
** 1999 to present --> Principal at Burley Jr. High School
** This is my 21st year as an administrator in Idaho
** 2006 to present --> I am the administrator on our district negotiations team
** 2002 to present --> Member of the State Accreditation Commission
** Principal of the Year for IASSP
** Active member of IASSP for 18 of the last 21 years
** Served as a member on a PSC hearing
If I am chosen for this position, I will be very dedicated to helping this commission operate in an effective and efficient manner. There are many timely and critical issues currently facing our State and I look forward to being involved with the process.
Sincerely,
Steve Copmann
Principal, Burley Jr. High School

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KELLI AIKEN
1263 E. Katie Court
Coeur d'Alene, ID 83815
Cellular 208-818-6577
Work 208-667-4544 #3222
Kelli_Aiken@yahoo.com

Summary

A highly motivated Educational Leader and professional School Counselor offering 1 year of principal internship, 13 years of successful direct counseling experience and 28 years of experience working with children and families, from birth through high school graduation, in a variety of settings. Solid background in educational leadership, solution focused counseling theories, and extensive knowledge of the ASCA National School Counseling model, the 40 Developmental Assets, and effective prevention and intervention strategies. Created, developed and coordinated successful enrichment programs for students. Recognized for the ability to develop positive relationships with students, parents, and staff and community members. Proven ability to identify the barriers to academic success and in finding the strategies and resources to support the student in overcoming those barriers. Demonstrated record of strong advocacy for all students. Possesses strong leadership and successful team building capabilities, and excellent communication skills. Resourceful problem solver with proven ability to work with challenging situations.

Areas of Expertise

Served on the Bully Task Force for the Coeur d Alene School District at the request of the superintendent.

- Researched the Olweus Bully Prevention Program and potential costs for training and materials to implement in the Coeur d Alene School District.
- Collaborated with colleagues to develop bully prevention and intervention program

Successfully implemented comprehensive school counseling programs based on the ASCA national school counseling model, to provide personal, social, academic and career guidance for a variety of at-risk and diverse students, so that each student could reach their full potential.

- Collaborates with staff to make sure that the needs of the whole child are being met.
- Consults weekly with staff members to improve student success.
- Initiated and developed an area Youth Services Team to provide wrap around services for at-risk youth. Facilitated monthly team meetings with community service providers.
- Created and administered an after school enrichment program for girls in the 5th-12th grades, supported by $106,000 grant from the Washington County Commission on Children and Families, using the 40 Developmental Assets, as a prevention strategy.
- Assisted special education students in transitioning from high school to work, or post secondary college options.
- Supported the ongoing development of the science, health and arts magnet program at Lakes Middle School.

Experience

Lakes Middle School, Coeur d Alene, Idaho 2012 to 2013

Principal Intern

Provided support and resources for all students and staff to reach their full potential. Built rapport and trust with all of the educational stakeholders. Served on the leadership team to update the strategic plan, using the WISE tool.

- Assisted in assuring Title 1 Compliance. Co-facilitated Title 1 Parent Involvement meetings, assisted in the planning and implementation of family nights.
- Screened candidates for the Homeless Outreach Worker position and chose candidates to interview. Created interview questions and selected the interview team. Completed reference checks. Trained and supervised new staff member.
- Ensured that each student was educated in an appropriate and least restrictive learning environment.
- Assisted in implementing researched validated best practices applied to teaching and learning. Completed formal review process for teacher. Evaluated teachers as part of an Administrative Academy on Danielson training.
- Maintained frequent communication with educational stakeholders and included them in decision making. Facilitated monthly meetings with paraprofessionals and classified staff members.
- Assisted in creating a learning environment that recognizes diversity. Sought out live music performances and ethnic restaurants for the Lakes Multicultural Faire.
- Provided administrative supervision of the Music Man performance and the staff basketball fundraising game.
- Coordinated all transition activities from elementary to middle school, grade level to grade level, and middle to high school.
- Responsible for student discipline while substituting for building principals. Investigated circumstances leading up to behavior referrals. Consulted with school resource officer. Gave appropriate consequences. Contacted parents of involved students.
- Developed relationships with community leaders and organizations.
- Sought relevant information about family and community concerns, expectations and needs. Surveyed all parents, updated Title 1 Parent Involvement policy, planned and implemented parent workshops.
- Understands school law and partners with law enforcement personnel. Meets monthly with diversion and probation officers supervising students. Worked closely with school resource officer on many cases. Assisted in student searches.

Woodland Middle School, Coeur d Alene, Idaho 2012 to 2013

Principal Intern

Served on building leadership team, RTI team and as substitute building principal.

- Assisted in the supervision and evaluation of teachers. Evaluated teachers during the District Instructional Review.
- Assisted in the supervision of a school dance.
- Researched RTI interventions and scheduling options for intervention classes.

Lakes Magnet Middle School, Coeur d Alene, ID 2003 to Present

School Counselor

13 years of experience counseling 325 middle school students, in a high needs school, where 70% of students qualify for free or reduced meals, using the ASCA national model for comprehensive school counseling services.

- Collaborates with staff to make sure that the needs of the whole child are being met, using appropriate prevention and intervention strategies. Works closely with outside agencies to provide additional resources to students and families in need.
- Teaches QPR suicide risk prevention to building staff and students at 3 local high schools. Conducts suicide risk assessments.
- Effectively taught classroom guidance for all 6th grade students, using Why Try?, a strength based program that helps students overcome challenges with peer pressure, bullying, goal setting and decision making.
- Served in various leadership roles, including being a team member on the building leadership school improvement team, and positive school climate team.
- Coordinated our weekly food backpack program, which benefits students who go without food on a regular basis.
- Coordinates student registration and course selection. Consults on the development of the master schedule.
- Develops and case manages 504 plans. Participates in IEP development. Serves on the MDT (multidisciplinary team) for special education.
- Taught Parenting Teens with Love and Logic classes.
- Mentored and supervised school counseling interns from the University of Idaho and Gonzaga University.
- Coordinated the Lakes Christmas for All service learning program that provided food, clothing, and Christmas gifts for 50 our Lakes students and families.
- Supported the development of the science, health and arts magnet program.
- Coordinated the implementation of the School Wide Positive Behavior Support Program; Facilitated weekly positive behavior support team meetings; Prepared annual PBS grant report for the University of Idaho.

Brown Middle School, Hillsboro, OR 2002 to 2003

School Counselor

Counseled 350 middle school students from diverse backgrounds, using the ASCA national model for comprehensive school counseling. Handled scheduling, 504 plans, parent-teacher staffings, safety assessments and behavior plans. Effectively communicated with teams and parents.

- Consulted weekly with 7th grade team staff members to improve student success. Listened to concerns teachers had about students, and followed up with students and parents to address those concerns.
- Developed lessons on stress management, including a needs survey, to create support opportunities for students.
- Researched relevant issues and resources to share with staff and family members.
- Coordinated Peer Mediator Program for the school.
- Assisted in the transition from a semester to trimester system, with one team on block scheduling and the remaining four teams on regular schedules.
- Initiated welfare checks, safety assessments and child abuse reports with the school resource officer and child protective services.

Sherwood School District, Sherwood, OR 2001 to 2002

Prevention Specialist/School Counseling Intern

Counseled at-risk students enrolled in Project Success (for students with academic and behavioral problems) at the middle and high school levels. Provided insight and input on designing interventions for students, as a member of the Student Management Team.

- Established trust and connections with students and families in crisis.

- Initiated and developed an area Youth Services Team to provide wrap around services for at-risk youth. Facilitated monthly team meetings with community service providers. Consulted with school district staff to coordinate wrap around services.
- Tracked student achievement, discipline, and attendance data to evaluate the effectiveness of interventions.
- Appropriately referred families for the assistance and resources they needed to address their concerns with their children.
- Initiated child abuse reports with child protective services, and the police.

Additional Work Experience

Sherwood School District, Sherwood, OR 2001 to 2002

Substitute Teacher K-12

Implemented teacher lesson plans, assigned student class work and homework, maintained classroom control and discipline. Completed daily reports or evaluations to communicate any pertinent information resulting from the day's events.

Forest Grove School District, Forest Grove, OR 1997 to 2001

T.E.A.M. Program Coordinator

Created and administered an after school enrichment program for girls in the 5th-12th grades, at three sites, at the elementary, middle school and high school levels. Successfully wrote and submitted a $106,000 grant proposal to the Washington County Commission on Children and Families. Recruited, hired, trained, supervised and released staff and volunteers for three program sites, serving approximately 120 students per year. Secured in-kind resources and donations from community organizations. Provided direct services, guest speakers and field trips for young women to enhance their self-esteem, overall well-being, health and success. Addressed critical issues such as depression, suicide, family issues, abuse, eating disorders, school success, sexual activity, and teen pregnancy. Provided classroom guidance type activities, using the 40 Developmental Assets, as a prevention strategy. Communicated with parents, and encouraged their participation in our monthly parent involvement activities. Collected and analyzed student achievement, discipline and attendance data. Prepared detailed quarterly reports, including yearly budgets, with fiscal responsibility and accountability.

Forest Grove School District, Forest Grove, OR 1996 to 1998

Transition Specialist

Identified and referred students to the Office of Vocational Rehabilitation Services (OVRS). Secured documentation of disability and relevant information to assist team in determining eligibility for services. Identified transition and career-skill readiness deficits that need to be in the Individualized Plan for Employment (IPE). Provided a variety of transition services, such as: development of work experiences, job shadows, and career exploration activities; provided job coaching; and developed paid employment consistent with the vocational goal of the student. Advocated for students to ensure that they had access to training opportunities and resources that were needed in order for the student to achieve a successful school-to-career transition. Provided referral to job clubs, community-based work experiences, work skill development, job coaching, community mobility training, selection or enrollment in post-secondary training, arranging for long-term employment supports, etc. Assisted the student in the identification of vocational goals. Provided follow-up services for 12 months following the YTP participant's completion of secondary schooling activities, to ensure access to needed information and referral resources required for success in post-secondary training or employment. Collected and reported data to document student progress toward employment. Met with OVRS counselor to provide updated information on student progress and status for completion of secondary school, employment, or post secondary education activities.

Forest Grove School District, Forest Grove, OR 1995 to 1996
Teacher's Assistant
Provided assistance to students with special needs in an inclusion setting, such as those with severe physical and mental disabilities. Discussed assigned duties with Special Education case managers and classroom teachers in order to coordinate instructional efforts. Carried out therapeutic regimens such as behavior modification and personal development programs, under the supervision of special education instructors, psychologists, or speech-language pathologists .Provided disabled students with assistive devices, supportive technology, and assistance accessing facilities such as restrooms. Performed and taught assigned student intermittent clean catherization. Prepared individualized lesson materials. Presented subject matter to students under the direction and guidance of teachers, using lectures, discussions, or direct instruction. Tutored and assisted children individually or in small groups in order to help them master assignments and to reinforce learning concepts presented by teachers. Supervised students in classrooms, halls, cafeterias, schoolyards, and gymnasiums, or on field trips. Graded homework and tests. Instructed and monitored students in the use and care of equipment and materials, in order to prevent injuries and damage. Observed students' performance, and recorded relevant data to assess progress. Implemented appropriate physical restraints with student who had a tendency to run away.

Self, Cornelius, OR 1987 to 1995
Family Childcare Provider
Cared for 10 children, ages 0-12, in a family home setting. Supported children's emotional and social development, encouraging understanding of others and positive self-concepts. Organized educational and recreational activities. Read to children, and taught them early childhood concepts. Instructed children in health and personal habits such as eating, resting, and toilet habits. Observed and monitored children's play activities. Helped children with homework and schoolwork. Identified signs of emotional or developmental problems in children and brought them to parents' or guardians' attention. Disciplined children and initiated other measures to control behavior Prepared and served meals and regulated rest periods. Dressed children and changed diapers. Kept records on individual children, including daily observations and information about activities, meals served, and medications administered. Organized and stored toys and materials to ensure order in activity areas.

Education

University of Idaho, Coeur d Alene, ID 2013
M.Ed, Educational Leadership
GPA: 4.00. Master's degree in Educational Leadership with Principal Certification. The Educational Leadership program prepares highly qualified educational leaders to meet the State Board of Education standards-based competencies and professional standards.

Lewis & Clark College, Portland, Oregon 2002
M. Ed, School Counseling
GPA: 3.918. The School Counseling Program at Lewis & Clark prepares candidates to deliver comprehensive school counseling programs based on the American School Counseling Association National Standards in the areas of academic, career, and personal/social development. Candidates promote student, school, and community collaboration through resiliency and asset-based leadership and advocacy. As professional leaders, school counselors recognize education as a community endeavor requiring the best collaborative efforts of students, educators, and community members.

Portland State University, Portland, OR 1998
B.S., Social Science, Minor: Child Development, Health Science

GPA: 3.87. Social Science, an interdisciplinary major, allows for the acquisition of the broad base of knowledge in the dual concentrations in Psychology and Sociology.

Licenses and Certifications

Administrator- School Principal Pre K-12, State of Idaho, 2011-2016
Residency Educational Staff Associate, State of Washington, Washington, 2012. School Counselor
Substitute Educational Staff Associate, State of Washington, Washington, 2012. School Counselor P-12
Pupil Personnel Services Counselor K-12, State of Idaho, Idaho, 2003 to 2016
Initial School Counselor License, State of Oregon, Oregon, 2003 to 2006. Counselor ECE/ELE, ML/HS
Substitute Teacher License, State of Oregon, Oregon, and 2001 to 2004. Substitute All Levels PP-12
Idaho Educational Technology Competency Certificate, Boise State University College of Education, Coeur d' Alene, ID, 2005

Professional Training

Positive Youth Development Training by Julie Marie Carrier, Idaho Department of Juvenile Corrections, Moscow, ID, 2012
Media Literacy For Prevention, Critical Thinking, Self Esteem by Peter DeBeneditties, Ph.D. , Kootenai Alliance for Children and Families, Coeur d'Alene, ID, 2012
QPR Gatekeeper Trainer Certification Course by Dr. Paul Quinnett, QPR Institute, Coeur d'Alene, 2011. This certification course trains Instructors to teach QPR for Suicide Prevention to their community.
Doing the Work of School Improvement by Teresa Hurliman, University of Idaho, Coeur d'Alene, ID, 2010 to 2010
School Wide Positive Behavior Support Institute, University of Idaho Center on Disabilities and Human Development, McCall, ID, 2009. District School wide Positive Behavior Supports Mentor Training
Stewards of Children: Darkness to Light, Kootenai Medical Center, Coeur d'Alene, ID, 2008. Child sexual abuse prevention/intervention
Risk/Threat Assessment of Violent Youth by Dr. Eric Johnson, Oregon Forensic Institute, Coeur d' Alene, ID, 2008
Childhood Trauma by Elisabeth D. Bennett, Ph.D. , Gonzaga University's Department of Counselor Education , Spokane, WA, 2007
Effective Strategies for Parent Involvement, National Network for Partnership Schools John Hopkins University, Coeur d' Alene, ID, 2007
School wide Positive Behavior Support, University of Idaho, Coeur d'Alene, ID, 2007 to 2008
School Crisis Response Critical Incident Stress Management Training, Idaho IEM, Coeur d Alene, ID, 2007
MANDT Training, University of Idaho, Coeur d'Alene, ID, 2006. A proactive system of gradual and graded alternatives for managing disruptive, challenging and aggressive student behaviors.
Activity Based Health Education, Boise State University Professional Education, Coeur d Alene, ID, 2006
Strength Based Interventions, University of Idaho, Coeur d'Alene, ID, 2006
Childhood Developmental Disorders by Dr. Marilyn Thather, Ph.D., Summit Professional Education, Spokane, WA, 2005
Best Practices in Professional School Counseling, University of Idaho, Coeur d'Alene, ID, 2005 to 2010
Bullying, Harassment & Prevention Strategies, Student Assistance Training International, Coeur d Alene, ID, 2004
Leadership Skills for Collaboration, University of Idaho, Coeur d'Alene, 2004 to 2006
Odd Girl Out: The Hidden Aggression in Girls by Suze Rutherford, Youth Empowering Systems , Spokane, WA, 2003

Volunteer

Idaho School Counseling Association (ISCA), Coeur d Alene, Idaho 2010 to Present
Region 1 V.P.
Represented the interests, needs, and concerns of school counselors within Region 1. Promoted the professional role of school counselors. Organized, promoted and supported professional development activities within the region and state. Advocated for comprehensive school counseling programs, for all students, K-12.

Big Brothers, Big Sisters, Coeur d' Alene, ID 2007 to 2010
Big Sister
Mentored a little sister. Shared interests, activities and outings. Talked about whatever was on her mind. Went to the library, and read together. Cooked, prepared and shared meals and treats together. Went to the movies and shopping. Played board games. Went on a nature walks.

Echo Shaw Elementary, Cornelius, OR 1994 to 1996
PTA President
Volunteered to assure that student's needs were being met by organizing fundraisers, initiating school projects and getting teachers the support that they needed. Connected with students and parents. Conferred with the school principal and called meetings. Recruited chairmen, committee members and parent volunteers. Planned PTA events and activities. Assisted with student registration and welcome for teachers, new students, and parents. Prepared master calendar of meetings and events.

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Kristin L. Hagadone

3451 W. Linneatus Drive, Coeur d'Alene, ID 83816
Email: khagadone@sd273.com Cell: (208) 659-4640

Objective: To obtain a seat on the Professional Standards Commission where I can apply my experience and knowledge as a teacher and counselor towards the various tasks at hand.

Education

University of Idaho 2002 - 2005
Masters of Education-Counseling and Human Services

Montana State University 1995 - 2000
B.S. Health and Human Development

Work Experience

Post Falls High School 2005 - Present
Counselor

- Administered various college and state exams
- Advised students in college and career planning
- Identified as district representative for crisis team
- Collaborated with faculty, students and parents on schedules, grades and career planning
- Proactively working with administrators to identify changes in behaviors in specific students
- Guided students and parents to various resources in the community
- Scheduled, counseled and provided crisis intervention to students during summer school

Post Falls High School 2001 - 2005
Family & Consumer Sciences Teacher

- Prepared weekly lesson plans keeping with state professional/technical standards
- Demonstrated and led lessons that students would be assessed in graded lessons
- Conducted meetings and communicated with all professional technical staff and members of the advisory board for professional technical education as department head
- Provided communication to parents and students regarding progress throughout the year

Ronan School District 2000 - 2001
Family & Consumer Sciences Teacher

- Prepared weekly lesson plans keeping with state professional/technical standards
- Demonstrated and led lessons
- Assessed student learning in a multitude of ways
- Provided communication to parents and students regarding progress throughout the year

Extracurricular

- Key Club Advisor - organized and planned volunteer opportunities for club members
- Class Advisors – guided students in the planning process of various class events
- Student Council Advisor - assisted with event planning on a school wide basis; took students to various leadership conferences and

References - provided upon request

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Richard A. Jones
14848 N Sunset St
Rathdrum, ID 83858
(208) 691-7864

January 27, 2016

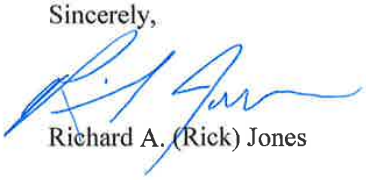
Penni Cyr, President
Idaho Education Association
620 N 6th Street
Boise, ID 83701

Re: PSC Appointment

Penni,

Enclosed is my application for the Idaho Professional Standards Commission. Also attached is my resume for your consideration. I am aware of, and eager to perform, the duties associated with a position on the commission. My experience in advocating for all aspects of the education profession, and particularly for school counselors, combined with my passion for ensuring all educational employees are treated fairly while being held to the highest standards of conduct make me an ideal candidate for a position on the commission.

Sincerely,



Richard A. (Rick) Jones

RICHARD A. JONES
14848 N Sunset St, Rathdrum, Idaho 83858
(208) 691-7864
rjincda@gmail.com

SUMMARY OF QUALIFICATIONS

- Master of Arts, Education
- *Professional Certificate in Career Counseling*
- Pupil Personnel Services Credential
- Bachelor of Science, Psychology
- Critical Incident Stress Management procedures trained and experienced

Work History

Coeur d'Alene School District:
Counselor, Coeur d'Alene High School, August 2006 to Date
North Idaho College:
Professional-Technical Student Support Services Coordinator, July 2005 to July 2006
Grossmont Union High School District:
Counselor, Monte Vista High School, August 2001 to June 2005
Long-term Substitute Counselor, Santana High School, April 2001 to June 2001
U.S. Coast Guard, June 1980 to January 2001
Recruiter/Military Entrance Processing Station Liaison, San Diego, California, June 1999 to January 2001
Recruiter in Charge, Ventura, California, February 1995 to June 1999
Aviation Electrician, January 1982 to February 1995

Education

Master of Arts, Education Counseling and Guidance, Point Loma Nazarene University
Bachelor of Science, Psychology, University of La Verne
Career Development Certificate, University of California at San Diego
Additional Continuing Educational Credits from the University of Idaho and Northwest Nazarene University in the areas of:
Building a College Going Culture for All Students
College, Career and Academic Planning
Financial Aid & College Applications
Leadership & Creating a Strategic Vision

Professional Experience

High School Counseling

- Advised over 4,500 students concerning academic, career, and personal/social issues
- Conducted countless classroom and evening presentations to students and parents on topics such as college and career planning, financial aid and understanding standardized testing score reports
- Enrolled, evaluated academic progress, and scheduled classes for approximately 350 to 450 students annually
- Developed, implemented and maintained Section 504 plans for approximately 80 students each year from 2014 to date
- Served as counselor for all students on campus requiring IEP or Section 504 accommodations.
- Ten years experience serving as site coordinator/advisor for students enrolling in online courses through the Idaho Digital Learning Academy with approximate enrollment of 30-40 students per semester
- Served as sub-committee chair for the inaugural district-wide career and college fair which had over 3,500 students and parents in attendance. Coordinated 42 professionals to conduct 75 thirty-minute sessions on topics including job interview skills, legal, law enforcement, information technologies, and military careers, college admissions requirements, writing college essays, and what to look for in a college.
- Counseled individuals of various ethnic and economic backgrounds, and guided them in college and career exploration

Professional-Technical Student Support Services Coordinator

- Promoted Professional-Technical (P-T) opportunities to residents throughout the five northern counties of Idaho as well as Eastern Washington and Western Montana
- Provided academic placement and advising services to P-T students
- Prepared and presented information to area business leaders, school district administrators and counselors to increase the visibility of program opportunities
- Assisted in job placement to students completing P-T programs
- Assisted with renewing and updating Tech-Prep articulation agreements between area high schools and North Idaho College
- Treatment team member, providing coordination of counseling and mental health services for students from across the campus
- Crisis Team Member, responding to crises that may affect any aspect of the campus community
- Participated in student Orientation, Advising, and Registration Sessions

US Coast Guard Recruiting

- Developed a close working relationship with educational, career, and guidance personnel at area high schools within a large geographic area in order to increase the visibility of the organization and to inform students of post-secondary opportunities
- Prepared and implemented annual marketing plans which included long range scheduling of media promotions, travel, budgeting and personnel training
- Consistently exceeded annual production goals by 20 to 57 percent. Received national recognition for achieving second highest percentage of employment contracts written for fiscal year 1997
- Utilized lead based management systems to convert prospects into enlistments
- Participated in over 150 career fairs
- Prepared and presented career-related materials to groups ranging in size from 3 to 150 participants
- Conducted in excess of 1,000 interviews of prospective employees
- Assisted individuals in organizing their relevant professional and educational experiences in order to increase the likelihood that they would be selected for highly competitive employment opportunities
- Worked closely with Chambers of Commerce, Kiwanis, and Rotary organizations to expose clients to post-secondary educational and career opportunities
- Proficient in network systems, including agency-specific operating systems and database management

Other Education Related Activities

- Served 3 years as the Vice President and 2 additional years on the Board of Directors of the Idaho Education Association; Served as Budget Committee Chair for 3 years overseeing an annual operating budget of approximately five million dollars
- Developed relationships with the Idaho delegation to the U.S. Congress, state legislators and local business leaders to advocate for changes in public education policies
- Prepared and presented training materials for education personnel at local and statewide training seminars

References

Tim Sandford
6220 Cezanne Dr
Coeur d'Alene, ID 83815
(208) 819-0033

Derek Kohles
8387 Tartan Dr
Hayden, ID 83835
(208) 640-6477

Bruce Twitchell
11829 N Emerald Dr
Hayden, ID 83835
(208) 964-0549

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Dawn Anderson
324 South 3rd East
ID 83440

Penni L. Cyr
President, Idaho Education Association
620 N. 6th St., P.O. Box 2638,
Boise, ID 83701

Dear Penni,

I am applying for a secondary education position on the Professional Standards Committee because I believe in the power of educators to transform lives and fortify a healthy, civic-minded society. Additionally, I feel that teaching is not just a profession—it is a craft, honed in the classroom and enriched by continuing education and personal dedication to the field.

When I left my position as adjunct faculty at BYU-Idaho after twenty-one years, a lot of people thought I was crazy. They couldn't understand how anyone would want to leave a cushy college position to teach in the public arena. And yet, for all those years I kept my teaching certificate current because I knew I would want to teach at the secondary level full time. I have not regretted that decision for a minute. I love my job. And my work for the past five years in the public school system teaching 8th graders has reinforced my belief that few things are more beneficial to a society than when a skilled and passionate teacher unlocks the potential of a child.

I'd like to be a part of a team that works together for the betterment of the profession—because what is good for the profession will translate into good for Idaho schools. When we treat and train teachers like the professionals they are, we not only build a quality Idaho school system, but we ensure that our students have the tools and skills they need to be successful in an increasingly globalized economy.

I bring twenty-six years of teaching experience to the table. Moreover, I've served in numerous collaborative capacities, including a scholarship committee, a college faculty association committee, and the Rexburg Children's Museum Committee where I was involved in grant writing. I've lead friendly negotiations with the Madison School Board of Trustees and served in the position of local president of the Rexburg Education Association for two years.

Included here are copies of

- Professional resume
- Three letters of recommendation, including one from my superintendent, my principal, and Dan Sakota who currently serves on the PSC.
- Applications form.

Thank you for your consideration. I look forward to hearing back from you.

Dawn Anderson
208-356-4815
andersda64@gmail.com

Enclosures

Dawn Jeppesen Anderson
324 South 3rd East
Rexburg, ID 83440
208-356-4815 cell: 208-313-6512
daveclawn@srv.net

Professional Profile

- Current Idaho Teacher Certification in Secondary Education (English emphasis)
- Master of Education Degree with major emphasis in Reading
- Twenty-five years experience teaching writing, literature, and reading education classes

Education, Honors, and Certifications

M Ed
Idaho State University, Pocatello, ID. 1995

Bachelor of Arts in Secondary Education (Honors)
Idaho State University, Pocatello, ID. 1987

Reading Endorsement K-12
Phi Kappa Phi Honor Society
Honorary Adjunct Teacher of the Year Award 2000-2001

Qualifications & Experience

- Taught 8th graders state standards content, including language use, literature analysis, vocabulary, and writing
- Taught freshman composition and advanced writing classes for many years, instructing students how to develop ideas, clarify concepts, defend arguments and master coherent writing skills.
- Taught children's literature and young adult literature to elementary and secondary education majors
- Developed a wide variety of curricula for use in the classroom, employing peer-editing, small group writing assignments, brainstorming activities, dynamic class discussions, and research instruction.
- Helped develop a clinical program where education majors visited local Madison schools and worked with remedial reading students.

Computer Skills

- Microsoft Windows® Office software, including Word, Power Point, and Publisher
- **Internet research**
- Adept in grading programs Blackboard and PowerTeacher

Employment

Brigham Young University-Idaho Adjunct Faculty English Dept. Fall 1987 -2008
Madison Junior High School -8th Grade English 2008 - present

Professional Development

Conference workshop presenter
Attended various conferences and workshops related to writing and teaching
Served on several scholarship and academic committees
CAT team member for Madison Junior High

Related Experience

Edited and published English Department newsletter for seven years
Regularly publish education editorials in the *Post Register* and *Standard Journal* newspapers
Worked as advocate for educators and education, serving as currently as president of the Rexburg Education Association

References available upon request

Professional Associations and related activities other than IEA/NEA (including offices)

Advisor to the BYU-I College Democrats, 2001 - 2006

Madison County Democratic Chair, 2007 - 2012

BYU-Idaho Faculty Association, 2002 - 2004

Community Involvement (Please list all community service or other community activities in which you have been involved and dates)

Rexburg Children's Museum Committee

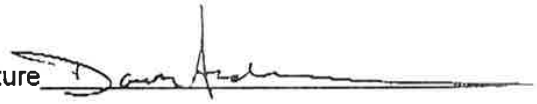
Wrote grants for the Rexburg Children's Museum

Presenter at BYU-I Literature Conference

Local President for Rexburg Ed Association (2011 - present)

Democratic Chair, Madison County 2008 - 2012

The Professional Standards Commission meets as many as six (6) times a year. Each meeting spans two days. Additionally, Commission members may be asked to attend public meetings, attend State Board of Education meetings, and present at regional or state meetings. Will you be able to give the required yearly time to this position? YES X NO __.

Applicant's signature 

Please attach resume, three (3) letters of recommendation, and statement of commitment to the profession.

Please keep file active
1 yr.__ 2 yr._X NO __.

1/07

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Idaho Fine Arts

ACADEMY

3467 West Flint Drive, Eagle, ID 83616 | **PHONE:** 208-350-4420 | **FAX:** 208-350-4429

February 28, 2016

Idaho Professional Standards Committee:

I am interesting in serving on the Professional Standards Committee. I have been an educator in the state since 1984. When I was first hired I received the Code of Ethics and have always carried it with me as a reminder of my commitment to the profession. Educators must accept the responsibility to practice the profession according to the Code of Ethics. Excellence in our field supports high quality educational opportunities for our students.

Thank you for considering my nomination.

Sincerely,

Shawna Exline

Middle School English/Literature Teacher

Shawna Exline
Letter of Strengths
Middle School Language Arts Teacher
Performing Arts Secondary School

Degrees

60+ credits post graduate work, various universities
M.Ed. Curriculum & Instruction with Specialization in Reading & Language Arts, University of Oregon, 1989
B.A. Elementary Education, Boise State University, 1984

Certificates

K-8 Standard Elementary
K-12 Literacy Endorsement
Technology
Praxis Passed for Middle School English

Positions Held

Middle School Teacher Grades 6th, 7th, 8th - Joint School District No. 2
ICLC Instructor - Joint School District No.2
Elementary Language Arts & Title I Academic Coach - Joint School District No. 2
Early Childhood Reading Specialist - Idaho State Department of Education
Elementary Reading Coach - Joint School District No. 2
Coordinator of the Idaho International Reading Association - State of Idaho
President of the Idaho International Reading Association - State of Idaho
Language Arts Curriculum Coordinator – Joint School District No. 2
Title I Parent Involvement & Literacy Facilitator - Joint School District No. 2
Elementary Title I Teacher - Joint School District No. 2
Reading Endorsement Supervisor – Graduate Fellowship, University of Oregon
Elementary Teacher grades 1st, 3rd, 4th and 5th - Joint School District No. 2,
Center for Early Education, Los Angeles, CA

Strengths

- Expertise teaching grades 6-8 in an Arts magnet school
- Expertise in the language arts
- Knowledge of Common Core standards and district curriculum requirements
- Experience in Arts infused instruction and differentiation of instruction
- Experience in securing grants to support the arts
- Ability to effectively communicate with a variety of audiences
- Knowledge and skills in collaboration and creative problem-solving
- State/District/classroom experience and skills in organizational and classroom management
- Proficiency with technology
- Positive attitude
- Vested interest in the success of the Profession
- Willingness to take on challenges and learn new skills - district's teacher of the Year 2015-2016

MARK GORTON

13552 N. HALLEY STREET, RATHDRUM, ID 83858
PHONE (208) 660-3646. E-MAIL mgorton@lakeland272.org

OBJECTIVE:

Appointment to the Idaho Professional Standards Commission.

EDUCATION:

B.S. Communication Arts, December 1997 Lewis-Clark State College, Lewiston, Idaho

CERTIFICATION:

State of Idaho Teachers Certificate 6-12

Endorsements: Social Sciences, United States History, United States Government, World History, Computer Application Technology, Public Speaking and Drama

TEACHING EXPERIENCE:

- **Teacher, Mountain View Alternative School, Lakeland School District, Rathdrum, Idaho**
  August 2001-Present
  - Public Speaking
  - Acting
  - Economics
  - U.S. Government
  - Computer Application

Teacher, Lakeland Junior High, Lakeland School District, Rathdrum Idaho
2000-2001

- United States History
- World History
- Computer Application Technology

Teacher, Lapwai Alternative School, Lapwai, School District, Lapwai, Idaho
September, 1998-2000

- United States History
- Economics
- United States Government
-

Professional Organizations:

- Northwest Professional Educators 2001
- Lakeland School NWPE employee benefit fair representative 2003-2014

Activities:

- February 2016 Master of Ceremonies Idaho District 1 and 2 Cheer and Dance Competition
- 2015/2016 Member of the Lakeland Mastery Leaning and Report Card/Grade Report committee
- 2015/2016 Member of the Lakeland Mileposts/ExamView staff training committee
- 2014/2015 Member of the Lakeland Curriculum Committee
- 2014/2015 Member of the Lakeland Idaho LEADS committee
- 2004 Recipient of the NEH scholarship and summer workshop People, Place and Power summer workshop
- 2014-present. Volunteer coach, City of Rathdrum Parks and Recreation, Rathdrum, ID
- 2000- present. Head Track and Field Coach – Lakeland High School

MARK GORTON

13552 N. HALLEY STREET, RATHDRUM, ID 83858
PHONE (208) 660-3646. E-MAIL mgorton@lakeland272.org

Character References

Brad Murray
Superintendent of Schools
Lakeland Joint School District #272
bmurray@lakeland272.org

Lisa Sexton
Assistant Superintendent of Schools
Lakeland Joint School District #272
lsexton@lakeland272.org

Paul Uzzi
Principal
Mountain View Alternative School
Lakeland Joint School District #272
puzzi@lakeland272.org

Dr. Mary Ann Ranells
Superintendent of Schools
West Ada School District
208-855-4500
ranellstreehouse@gmail.com

Dennis Kachelmier
Superintendent of Schools
Nezperce Joint School District #302
dkachelmier@nezpercesd.us

Charles Kinsey
AdvancED
Former Superintendent of Schools
Lakeland Joint School District #272
cckinsey@gmail.com

Cindy Omlin
Executive Director
Northwest Professional Educators
director@nwpe.org

Jason Bradbury
President
Lakeland Education Association
jbradbury@lakeland272.org

Warren Bakes
University of Idaho
College of Education
warbak@uidaho.edu

Cassidy Hall
University of Idaho
Interim Director/Technology Integration
Specialist, Assistant Professor
cassidyh@uidaho.edu

2/4/16

To Whom This May Concern:

My name is Mary Jackson and I teach Spanish at Lewiston High School. I began teaching here in 1988. Through the years I have assisted our LHS LEA building representatives with a variety of activities. I didn't have the time to take a lead role in my association for various reasons and tried to fill the many gaps volunteering for tasks in my building. In my later years I have felt compelled to do more as I volunteered to be the building representative for a few years.

The Professional Standards Commission was something I learned a lot about as my colleague, Dennis Ohrtman, spent time on this commission. I realized long ago that I wanted to be a part of this a decision making group. Ethical practices by qualified, competent teachers in the workplace are important to me, my colleagues, the community and the state. Equitable and fair practices for Idaho educators are a pinnacle of importance currently and looking forward into the future. Teachers working toward high achievement for their students through excellent professional practices while remaining true to Idaho standards are a clear vision for all stakeholders. Being a veteran educator on this commission sets a stage to have a powerful, reliable, realistic voice as a teacher representative position.

My goal as a board member is to be a fair, accurate, thorough, hard working decision maker in this group. Thank you for my consideration on the Professional Standards Commission.

Sincerely,

Mary Jackson

Mary L. Jackson
1546 Heimark Court
Clarkston, Washington 99403
509-758-0566
mjackson@lewistonschools.net

EMPLOYMENT

Secondary Spanish Education Lewiston Senior High School 1988-current

- Level 1 Spanish: Grades 10-12
- Level 2 Spanish: Grades 10-12

EDUCATION

University of Idaho- Moscow, Idaho Undergraduate
B.S. ED 1983 Major: Secondary Education - History
Minors: Spanish and French
University of Idaho- Moscow, Idaho Graduate
M.S. ED 2012 Curriculum and Instruction
Additional work at Lewis Clark State College, Boise State University, Northwest Nazarene University, Seattle Pacific University, University of New Mexico, University of Oregon, Universidad Technológica Equinoccial, and Centro Mexicano de Idiomas

TEACHING CERTIFICATION

State of Idaho Teacher Certification Grades 6-12 Social Studies, History, Humanities, Spanish and French

PRESENTATIONS

- 2015 Boise, Idaho *Decoding Codices: What Do These Pictures Mean?,* Idaho Association of Teachers of Languages and Culture
- 2014 Kuna, Idaho *Visual Journaling-Incorporating the New Visual Arts Standards into Foreign Languages*, Idaho Association of Teachers of Languages and Culture
- 2012 Lewiston, Idaho *Creating and Using Papel Picado for Día de los Muertos* Idaho Association of Teachers of Languages and Culture
- 2011 Caldwell, Idaho *New Mexican Tin Art* Idaho Association of Teachers of Languages and Cultures
- 2008 Nampa, Idaho *Japan Fulbright Memorial Fund* Idaho Association of Teachers of Languages and Cultures
- 2005 Boise, Idaho *Basque Culture* Idaho Association of Teachers of Languages and Cultures
- 1993 Boise, Idaho *The Best of Ecuador* Idaho Association of Teachers of Languages and Cultures

COMMITTEES

- Lewiston Education Association scholarship committee 2014-2016
- Lewiston High School building representative to the Lewiston Education Association representative council 2011-2014
- Lewiston Education Association representative to the Lewiston School District sick leave bank committee 2010-current
- Senior project committee 2008-2010
- District calendar committee 2007
- Served on college screening committee for a long distance student teaching program (PACE) 2005
- Curriculum development committees for Spanish 9-12

- Textbook selection committees 9-12
- Past school attendance committee grades 10-12

ORGANIZATIONS

Member of the Lewiston Education Association, Idaho Education Association and National Education Association
Member of the Idaho Association of Teachers of Languages and Cultures
Member of the Pacific Northwest Council for Languages
Member of the American Council on the Teaching of Foreign Languages

LEADERSHIP

- 2014-current Pacific Northwest Council for Languages Board member
- 2012-2013 Secretary of Idaho Association of Teachers of Languages and Cultures (IATLC)
- 2009 Idaho Association of Teachers of Languages and Cultures conference organizer
- 2008-2009 President of the Idaho Association of Teachers of Languages and Cultures
- 2007-2008 Vice President of IATLC
- 2004-2007 Secretary of IATLC

CLASSROOM GRANTS

- 2015 Recipient of a Kids in Need Grant *Alebrijes: A Mexican Handicraft Tradition*
- 2014 Recipient of a Kids in Need Grant *Books and Roses: A Spanish Observance*
- 2013 Recipient of a Kids in Need Grant *Let's Celebrate Cinco de Mayo*
- 2013 Recipient of a Lewiston School District Impact Grant *Do You Have Anything to Read?*
- 2012 Recipient of a Kids in Need Grant *A Picture is Worth a Thousand Words*
- 2011 Recipient of a Kids in Need Grant *Papel Picado: An Introduction to Paper Cutting*
- 2010 Recipient of a Target Field Trip Grant *Cruise the World*
- 2010 Recipient of a Kids in Need Grant *If I Had a Hammer: An Introduction to Tin Art*

RECOGNITION AND ACHIEVEMENTS

- 2015 National Endowment for Humanities summer institute in Oaxaca, Mexico
- 2011 Idaho Association of Teachers of Languages and Cultures Teacher of the Year
- 2011 Thomas C. Wright Fellowship recipient. This University of Idaho scholarship program funds a Master's degree in Curriculum and Instruction.
- 2010 National Endowment for the Humanities Scholarship recipient
- 2009 Chosen as the Washington recipient of a Horace Mann-Abraham Lincoln Fellowship
- 2008 Participant in the Japan Fulbright Memorial Fund program for an extended stay in Japan
- 1993 Fulbright-Hays Grant Scholarship recipient. Attended the Universidad Technológica Equinoccial in Quito, Ecuador and participated in an extended home stay.
- 1989 Idaho Educator Scholarship recipient to participate in an extended home stay in Morelia, Mexico and attended Centro Mexicano de Idiomas

REFERENCES

Dr. Robert Donaldson	rdonaldson@lewistonschools.net	208-748-3044
Dr. Dennis Ohrtman	dwohrtman@aol.com	208-743-0694
Deanna Didier	deannadidier@gmail.com	208-305-3704

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February 11, 2016

To whom it may concern:

I am writing in regard to my interest in serving on the Idaho State Department of Education Professional Standards Committee (PSC). I believe I would be an asset to this committee due to my classroom experience, my ability to communicate and lead, and my desire to promote the teaching profession as one made up of professionals who are dedicated to doing the best work they can for the children of the state of Idaho.

I have been a classroom teacher since 1998. I began my career as an English and journalism teacher at Skyview High School in Nampa. Since then, I have moved to the West Ada School District, where I have been teaching French and English Language Arts at Eagle High School. I have taught a variety of subjects throughout my career. I also work as an Instructional Coach through a technology grant at Meridian Middle School. I get to work with teachers one-on-one to improve teaching practices and to integrate technology in a meaningful way. I am so excited about the changes I see taking place in classrooms every day, and the positive impact those changes have on learning and engagement. Teaching gives me a sense of purpose. I love interacting with students and with other teachers to effect change on a daily basis.

During my time in education, I have had the opportunity to work as an IEA building representative and state delegate. I have also mentored two student teachers, and several new teachers. I have served on curriculum writing and End-of-course exam writing committees. I have been a department chair, worked on the school accreditation report, and the school improvement and RTI development committees. I also work collaboratively with other Instructional Coaches to deliver professional development that supports best teaching practices. In addition, I have been working with Digital Promise and the Verizon Foundation as a technology integration coach, and have completed my master's in Educational Leadership. All of these experiences have helped me to develop effective communication skills and to be able to work with others in a variety of capacities.

I am highly dedicated to my profession. I take continuing education classes to improve my craft, even when I don't need the credits. I hold myself to high standards of ethical conduct in all things. I believe that teachers are, and should be, held to a high standard of behavior and professionalism. Educators must protect the best interests of children and do the best job we can to teach kids life-long skills, including things such as integrity and perseverance.

I am excited about the possibility of serving on the PSC. I think it will be fascinating to be a part of monitoring and developing in-service opportunities, teacher education programs, and certification requirements. I want to help ensure that students get opportunities that they have never had before as technology and mind-shifts open up possibilities for schools. I want to be a part of the committee that helps teachers be the best they can be. I am excited to work collaboratively with other representatives of the profession to determine how to meet the needs of Idaho students, teachers, and parents.

Sincerely,



Aliene (Ali) A. Shearer

ALIENE (ALI) SHEARER
2886 N Mule Deer Way
Meridian, ID 83646
(208)631-1771
shearer.ali@westada.org

CERTIFIED SECONDARY SCHOOL TEACHER (Grades 6-12)

Enthusiastic and motivated secondary teacher with leadership experience seeking to use strengths to work collaboratively with committee members and education stakeholders to advance the education profession as a member of the Professional Standards Commission.

CORE COMPETENCIES

- Organizational and Communication Skills
- Professionalism and Leadership Abilities
- District Curriculum Development
- Instructional Best Practices
- Technology Integration
- Learner Assessment & EOC Development
- Project Based Learning
- Familiarity with Common Core Standards

PROFESSIONAL EXPERIENCE

WEST ADA SCHOOL DISTRICT, Meridian, ID

Instructional Coach (grades 6-8), (Meridian Middle School)
French Teacher (grades 9-12), (Centennial and Eagle High Schools)
English Teacher (grades 9-12), (Skyview, Centennial, and Eagle High Schools)

I have filled a variety of positions at the high school level. I have taught 9th and 11th grade Language Arts, Language Arts Lab, French Levels 1-4 (including IEN classes), and others. I have written district concept based curriculum, and district End of Course exams. I have been an adviser for multiple student organizations. I have been a department chair in charge of purchasing, leading collaboration, helping with accreditation reports, and acting as a resource and sounding board for peers. I have mentored new and veteran teachers. I have organized large scale school events such as the roll-out of 1,000+ tablet computers.

Key Contributions:

- Develops and delivers professional development for school staff.
- Works with Digital Promise and the Verizon Foundation to promote innovation in education.
- Provides one-on-one teacher support for best practices.
- Wrote and received a grant for technology.
- Earned Distinguished and Proficient evaluations for the quality and creativity of classroom teaching, lesson plans and instructional materials used in teaching multiple subjects.
- Developed innovative lessons that used technology integration and project based learning.
- Coordinated and participated in regular collaboration meetings with teachers across the district via video conferencing.
- Established positive relationships with students, parents, colleagues, and school administrators.
- Successfully taught and engaged students in video conference (IEN) environment.

EDUCATION & CREDENTIALS

Northwest Nazarene University, Nampa, ID
- **MA in Educational Leadership, 2004**

Idaho State University, Pocatello, ID
- **BA in Secondary English Education, 1995**
- **Minors in French and Mass Communication**

Professional Associations and related activities

(including offices)

American Association of Teachers of French

World Language Department Chair, Centennial HS, 2007-2012

Meridian School District French Language End of Course Exam writing

Meridian School District Language Arts Content Based Curriculum revision

Community Involvement (Please list all community service or other community activities in which you have been involved and dates)

I am the communications officer for the Track and Cross Country Booster Club at Meridian High School. I also work at fundraising events for the MHS choir program. I volunteer time at my church as needed.

The Professional Standards Commission meets as many as six (6) times a year. Each meeting spans two days. Additionally, Commission members may be asked to attend public meetings, attend State Board of Education meetings, and present at regional or state meetings. Will you be able to give the required yearly time to this position? YES X NO __.

Applicant's signature 

Please attach resume, three (3) letters of recommendation, and statement of commitment to the profession.

1/07

References

Lisa Austin	Meridian Middle School Principal	
(208)855-4225	austin.lisa@westada.org	
Kelly Goughnour	Eagle High School Assistant Principal	
(208)350-4235	goughnour.kelly@westada.org	
David Moser	West Ada School District Area Director	
(208)855-4500	moser.david@westada.org	

TONY ROARK
CURRICULUM VITAE

✉ torotoro11@gmail.com
☎(208) 891-1100

1821 N. 8th St.
Boise, ID
83702-3612

BACKGROUND

- **Education**

  Ph.D. (Philosophy) 1999, University of Washington
  B.A. (Philosophy and English) 1992, University of Idaho

- **Administrative Appointments**

2012	Dean, College of Arts and Science, Boise State University
2011-12	Interim Dean, College of Arts and Science, Boise State University
2009-11	Associate Dean, College of Arts and Science, Boise State University
2007-09	Department Chair, Department of Philosophy, Boise State University

- **Faculty Appointments**

2011	Professor of Philosophy, Boise State University
2006-11	Associate Professor of Philosophy, Boise State University
2001-06	Assistant Professor of Philosophy, Boise State University
2000-01	Adjunct Professor of Philosophy, Boise State University
1999-2000	Visiting Assistant Professor of Philosophy, The Ohio State University

COLLEGE PROFILE

Departments:	16	Full-time faculty:	308	Annual approp. budget:	~$36M
Interdisc. programs:	6	Part-time faculty:	~360	Research units:	5
Undergrad. majors:	~5,700	Admin. staff:	60	Extram. research exp.*:	~$10M
Grad. students:	~330	Buildings occup.:	17	* 5 yr. annual avg.	
SCH per year:	~240K				

ADMINISTRATIVE EXPERIENCE

- **Curriculum and Pedagogy**

General Education Reform. In 2008-2010 I co-chaired a task force charged with redesigning our nearly 30 year old core curriculum from the ground up. Engaging every program across campus, we developed AAC&U LEAP-inspired university-level learning objectives and a new curriculum to support them that features: a common, interdisciplinary first-year experience; another common course examining diversity, ethics, and civility; a writing across the curriculum requirement for all majors; and a capstone/senior experience class for all majors. Simultaneously, we reduced the minimum credits required to graduate from 128 to 120.

Pedagogy Reform. With the Dean of Engineering and the Director of our Center for Teaching and Learning, I currently serve as a co-investigator of a $2M NSF grant whose goal is to increase the use of evidence-based instructional practices among STEM instructors, which will in turn support greater student learning, higher persistence, and shorter time to graduation. Our efforts are yielding results on the ground as well as publications, presentations, and national attention.

Graduate Program Development. In the fall of 2012, COAS launched an interdisciplinary Biomolecular PhD program, which is shared jointly by the departments of Biological Sciences, Chemistry and Biochemistry, and Physics. Because the program lives at the college level, devising an effective governance structure was crucial. The program has been highly successful in recruiting and retaining students, losing only one (1) student to attrition in the first three cohorts.

COAS is currently in the development phase of a PhD in Ecology, Evolution, and Behavior, which will be administered by our Biological Sciences department.

We are also in the development phase of a PhD in Computing, which will be shared by units in the College of Engineering and several COAS departments (Mathematics, Geosciences, Biological Sciences, and others). The governance structure is modeled after the PhD in Biomolecular Sciences.

- **Reorganization**

In the spring of 2013, the Provost of Boise State University announced that the College of Social Sciences and Public Affairs would be dissolved in FY15. Four of the departments in that college were collected to build a new School of Public Service to support Boise State's state-wide responsibility for delivering programs in public policy. The remaining five departments and three interdisciplinary programs were integrated into COAS, making it the largest academic unit in the university and the home of liberal arts education. I personally managed the relevant portions of the dissolution and integration. My transparency and inclusiveness resulted in a smooth process, stable results, and high morale among faculty and staff.

- **Budgeting**

Boise State University has operated according to a historically-based, incremental budget model for many decades. Under this regime, my approach to budgeting has always been highly collaborative and transparent with department chairs. We are currently in process of moving toward a RCM/incentive-based budget model, which will devolve much of the budgetary responsibility and authority that currently resides in our central budget office down to academic colleges. I have been following the proliferation of RCM-type models for several years and am currently playing a dean's-level role in the development of the model to be deployed in FY18.

- **Research**

Facilitation of faculty research takes several forms in COAS, from the negotiation and funding of start-up packages for science faculty to the development of a college workload policy that creates greater flexibility for faculty to the creation and maintenance of NIH- and NSF-funded research centers and groups. The temperament in Boise State's VPR's office has made advancing research in the sciences more readily achievable (and more visible) than in other areas, but I have undertaken efforts to advance the work of colleagues in the humanities and fine and performing arts, as well. Of particular interest to me are opportunities to link artists, humanists, and scientists in ways that advance the work and interests of all parties.

- **Fundraising**

The Advancement office at Boise State has grown substantially in recent years, thanks to significant investment by the university. It remains relatively small, however, with only one development officer embedded within COAS. Despite that, we are remarkably successful in raising major gifts (≥$25K at Boise State) and currently have ~25% in hand toward a $5M private fundraising goal for a $35M new Fine Arts Building. My development officer and I attend CASE conferences together, and I enjoy the cultivation, solicitation, and stewardship process.

RESEARCH

- **Publications**

Books

Aristotle on Time: A Study of the Physics, Cambridge University Press, March 2011.

Book Chapters

"Applying the CACAO Change Model to Promote Systemic Transformation in STEM," with A. Marker, P. Pyke, S. Ritter, K. Viskupic, A. Moll, R. Landrum, and S. Shadle, in *Transforming Institutions: Undergraduate STEM Education for the 21st Century*, Weaver, Burgess, Childress, Slakey (eds.), Purdue University Press, 2016, 176-88.

Articles

"*Maieutikos*, Maypoles, and Metacognition: Teaching Undergraduates about Aristotelian Substance," *APA Newsletter on Teaching Philosophy* 9:2 (2010), 20-4.

"Aristotelian Temporal Passage," *Philosophical Writings* 28 (2005), 23-33.

"Why Aristotle Says There Is No Time Without Change," *Apeiron* 37:3 (2004), 227-47.

"Aristotle's Definition of Time is Not Circular," *Ancient Philosophy* 23:2 (2003), 301-18.

"Conceptual Closure in Anselm's Proof," *History and Philosophy of Logic* 24:1 (2003), 1-14.

"Retribution, the Death Penalty, and the Limits of Human Judgment," *International Journal of Applied Philosophy* 13:1 (1999), 57-68.

Book Reviews

*[1] *Time for Aristotle*, by Ursula Coope, *Mind* 118:470 (2009), 459-62.

- **Conference Presentations**

National

2015 American Association of Colleges and Universities — Concurrent Session: "Catalyzing Institutional Transformation: An Integrated Model for Effective Practice," with A. Marker, B. Earl
2009 Pacific Division Meeting of the APA — Colloquium Paper: "Perspectival Cognition in Aristotle's *De Memoria*"
2009* American Association for Philosophy Teachers — Colloquium Paper: "Teaching Aristotle on the Maypole Model"
2007 Pacific Division Meeting of the APA — Colloquium Paper: "On a Moment's Notice: Aristotle on Perceiving Instants in Time"
2005 Pacific Division Meeting of the APA — Colloquium Paper: "Aristotelian Temporal Passage"
2002 Pacific Division Meeting of the APA — Colloquium Paper: "Tarski and Klima: Conceptual Closure in Anselm's Proof"
2001 Karl Jaspers Online Forum —Commentator: "On Fear of Solipsism: Science, Radical Constructivism, and Science Education," Target Article 40 (Dewey I. Dykstra, Jr., Dept. of Physics, Boise State University)
1999 Pacific Division Meeting of the APA — Symposium Paper: "The Correct Constitutions and Aristotle's Concept of Distributive Justice"
1998 Pacific Division Meeting of the APA — Colloquium Paper: "Retribution, the Death Penalty, and the Limits of Human Judgment"

[1] Items marked with an asterisk are invited articles/presentations; all other research items (except for commentator roles) are blind peer-reviewed.

Regional

2010* Northwest Ancient Philosophy Conference — Colloquium Paper: "Perspectival Cognition in Aristotle's *De Memoria*"
2010 Northwest Ancient Philosophy Conference — Commentator: "Sensible *Ousia* is Defined like the Snub: *Metaphysics Z*.10-11" (Chad Wiener, Portland State University)
2006 Northwest Conference on Philosophy — Colloquium Paper: "On a Moment's Notice: Aristotle on Perceiving Instants in Time"
2006 Northwest Conference on Philosophy — Commentator: "Mind-Body Supervenience's Cardinal Sin" (Josh Rasmussen, Notre Dame)
2005 Inland Northwest Philosophy Conference — Colloquium Paper: "Time Over Identity: Aristotle on the Problem of Identity Over Time.
2002 Northwest Conference on Philosophy — Commentator: "Socrates on Why Wrongdoing Damages the Soul" (Thomas C. Brickhouse, Lynchburg College, and Nicholas D. Smith, Lewis and Clark College)
2001 Inland Northwest Philosophy Conference — Commentator: "Moderate Reasons-Responsiveness, Moral Responsibility, and Manipulation: A Challenge for Fischer and Ravizza?"(Todd R. Long, University of Rochester)
2000 Northwest Conference on Philosophy — Commentator: "The Deflationary Approach to Truth and *De Interpretatione* 9" (Martin M. Tweedale, University of Alberta)
1998 Northwest Conference on Philosophy — Colloquium Paper: "The Correct Constitutions and Aristotle's Concept of Distributive Justice"
1997 Northwest Conference on Philosophy — Colloquium Paper: "Retribution, the Death Penalty, and the Limits of Human Judgment"

Community

2013 Invited speaker, Capital City Communicators, "Ethics in Communication"
2010 Invited speaker, Syringa Networks Business and Technology Symposium, "The Importance of Ethics in the Workplace"
2006 Invited speaker, Fettuccine Forum, City of Boise, "Corruption and Civic Duty: Why Good People Can Make Bad Leaders"
2005 Invited speaker, Colloquium on Public Lands and Endangered Species
2004 Invited speaker, Western Region Conference of America's Second Harvest

- **Panelist/Referee/Reviewer Activities**

2015 Panelist, National Endowment for the Humanities
2014 Referee, *Archiv für Geschichte der Philosophie*
2011,14 Manuscript reviewer, Cambridge University Press
2009-11 Referee, *Journal of Value Inquiry*
2007 Manuscript reviewer, Oxford University Press
2007 Referee, *Florida Philosophical Review*
2007 Manuscript reviewer, Longman Publishing
2004-05 Referee, *Ancient Philosophy*
2003 Manuscript reviewer, Oxford University Press

GRANT ACTIVITIES

2013-16 Co-PI, National Science Foundation WIDER Program (#DUE-1347830), $2M
2005 PI, National Endowment for the Humanities Summer Stipend, $5,000

HONORS AND AWARDS

2006 Students' Choice Award nominee, Faculty Recognition of the Year

2005 Students' Choice Award, Faculty Recognition of the Year, College of Arts and Sciences
2005 Phi Kappa Phi Faculty Inductee (BSU Chapter)
2004 Faculty Research Associates Program Participant
1999 Dissertation Fellowship in the Humanities, University of Washington (declined for OSU position)
1999 Graduate Student Award, Pacific Meeting of the APA
1998 Graduate Student Award, Pacific Meeting of the APA
1992 Alumni Award for Academic Excellence (UI)
1992 Phi Beta Kappa (UI Alpha)

PROFESSIONAL- COMMUNITY SERVICE ACTIVITIES

2013-16 Member, Professional Standards Commission, Idaho Dept. of Education
2005-17 Commissioner, City of Boise Ethics Commission (Chair, 2007-09; Vice Chair, 2015-17)

PROFESSIONAL AFFILIATIONS

American Philosophical Association
Council of Colleges of Arts and Sciences

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CURRICULUM VITAE

University of Idaho

NAME: Taylor Raney

DATE: January 7, 2016

RANK OR TITLE: Director of Teacher Education and Clinical Associate Professor of Curriculum and Instruction

DEPARTMENT: College of Education

OFFICE LOCATION AND CAMPUS ZIP:
Targhee Hall Room 105
Mail Stop 3082

OFFICE PHONE: (208) 885-1027
FAX: (208) 885-6761
EMAIL: tcraney@uidaho.edu
WEB: www.uidaho.edu/ed/ci/taylorraney

DATE OF FIRST EMPLOYMENT AT UI: June 21, 2015

DATE OF PRESENT RANK OR TITLE: June 21, 2015

EDUCATION BEYOND HIGH SCHOOL:

Degrees:

Ph.D. (2015) Northwest Nazarene University, Educational Leadership
Ed.S., (2013) Northwest Nazarene University, Educational Administration - Superintendency
M.Ed., (2012) Northwest Nazarene University, Curriculum and Instruction
M.Ed. (2006) Northwest Nazarene University, Educational Administration – Principalship
B.S.Ed. (2002) University of Idaho, Secondary Education

Certificates and Licenses:

Idaho Standard Secondary Credential: English 6/12, French K/12, Psychology 6/12
Idaho Standard Administrator: School Principal PreK/12, Superintendent

EXPERIENCE:

Teaching, Extension and Research Appointments:

2015–Present Clinical Associate Professor, Department of Curriculum and Instruction, University of Idaho, Moscow, ID
2003–2008 Secondary Teacher, West Junior & Boise Senior High Schools, Boise School District, Boise, ID

Academic Administrative Appointments:

2015-Present Director of Teacher Education, College of Education, University of Idaho, Moscow, ID
2015-Present Chief Certification Officer, College of Education, University of Idaho, Moscow, ID
2015-Present Elementary Program Coordinator, College of Education, Department of Curriculum and Instruction, University of Idaho, Moscow, ID
2015-Present Secondary Program Coordinator, College of Education, Department of Curriculum and Instruction, University of Idaho, Moscow, ID
2013-2015 Director of Teacher Certification, Idaho State Department of Education, Boise, ID
2013-2015 Director of Professional Standards, Idaho State Department of Education, Boise, ID
2008-2013 Elementary School Principal, Caldwell School District, Caldwell

TEACHING ACCOMPLISHMENTS:

Areas of Specialization:
Curriculum and Instruction
Educational Leadership

Courses Taught:
Learning, Development, and Assessment, EDCI 301, Fall 2015
Alcohol and Drug Prevention, ISEM 301, Spring 2016
Practicum, EDCI 402, Spring 2016

Students Advised:

Undergraduates:
Kayla Bryant
Bonnie Gay
Klaree Hobart
Grace Libby
Kaitlyn Pyle
Shelby Smith
Lauren Votava

SCHOLARSHIP ACCOMPLISHMENTS:

Peer Reviewed/Evaluated (currently scheduled or submitted):

Raney, T. (in review). Development of kindergarten literacy automaticity through double-dosed tier one instruction: Student outcomes and parental and teacher perceptions of program efficacy. Literacy Research and Instruction.

Technical/Professional Reports:

Raney, T. (2015, May). Mathematics teacher certification in Idaho. Idaho Math Education Collaborative in Boise, ID.

Raney, T. (2015, January). Idaho tiered teacher licensure: Anticipated outcomes. Boise State University.

Raney, T. (2014, December). Issues in teacher certification. Teacher Education Coordinating Committee, University of Idaho

Raney, T. (2014, November). Tiered teacher licensure: What can the new teacher expect? Northwest Nazarene University.

Raney, T. (2014, October). Tiered licensure: Expected outcomes and ramifications. Lewis-Clark State College.

Raney, T., Clark, L., Kellerer, P., Gramer, R. (2014, August). Idaho Board of Education vision for tiered teacher licensure in Idaho. Idaho School Superintendents' Annual Conference in Boise, ID.

Raney, T. (2014, July). Tiered teacher licensure: Other states' requirements and outcomes. Idaho State Board of Education.

Raney, T. (2014, April). Educator ethics: What school administration and leadership should know and do to support student safety. University of Idaho – Boise.

Refereed Presentations at International, National, Regional, State, and Local Conferences:

Raney, T., Snow, J., Sanchez, L., & Linder, C. (2015, November). Elevating the profession: Toward a continuum of professional learning. Idaho School Boards Association Annual Convention in Coeur d'Alene, ID.

Raney, T., Sanchez, L., & Kellerer, P. (2015, October). Impact on reading fluency of double-dosed tier-one instruction for struggling kindergarten students. Northern Rocky Mountain Educational Research Association Conference in Boise, ID.

Raney, T. (2015, March). Educator ethics in a digital world. Idaho State Prevention Conference in Sun Valley, ID.

Raney, T. & Haas, S. (2014, August). Trends in educator ethics in Idaho. Idaho Association of School Administrators (IASA) Summer Leadership Conference in Boise, ID.

Losee, L., Wallace, J., **Raney, T.**, & Barzee, S. (2014, May). NTEP: Mapping our state's progress to transform educator preparation. 4th National Summit on Educator Effectiveness in San Antonio, TX. Kennedy, T., Sharrard, J., Serna, I., Johnston, H.,

Raney, T., & Hammond, K. (2002, October). FLES K-6: Improving public awareness and support of elementary foreign language education programs. Idaho Association of Teachers of Language and Culture Annual Conference in Boise, ID.

SERVICE:

Major Committee Assignments:

University Level, Campus-wide
Chair, Teacher Education Coordinating Committee, 2015-present

College Level, College of Education
Member, Search Committee, Dean of College, 2015-present
Member, Leadership Team, 2015-present
Member, Expanded Leadership Team, 2015-present

Departmental Level, Curriculum and Instruction
Search Committee Chair, Director of Student Services, 2015-present
Committee Member, Clinical Faculty Third Year Review, 2015-2016
Chair, Core and Elementary/Secondary Program Revision Committee, 2015-present

Professional and Scholarly Organizations:
National Association of State Directors of Teacher Education and Certification, 2013-present
Idaho Association of School Administrators, 2008-present
Idaho School Superintendents' Association, 2013-present

Outreach Service:
Media Outreach Faculty Expert, Education Issues, University of Idaho, 2016-present
Professional Evaluation Review Committee (Idaho Department of Education), 2015
Idaho Equitable Access to Excellent Educators Committee (Idaho Department of Education), 2014-present
Institutions of Higher Education Coalition, 2013-present
Idaho Association of College of Teacher Education, 2013-2015
Region II Idaho School Superintendents' Association University of Idaho Liaison, 2015-present
Idaho Rural Schools Collaborative, 2015-present
Idaho Professional Standards Commission, Elementary Principal Representative, 2011-2013
Inclusive Education Task Force, Idaho Council on Developmental Disabilities, 2014-present
Elementary Standards Review, Professional Standards Commission, January 2015

Graduate Committees:
Northwest Nazarene University – Doctor of Philosophy
Harris, Dana
McMillan, Kendra

University of Idaho – Doctor of Philosophy

Community Service:
Board of Directors: Family Advocates of Idaho, 2013-2015
Editorial Board: Idaho Press Tribune, 2012

Honors and Awards:
Idaho Business Review: Accomplished Under 40, 2014

PROFESSIONAL DEVELOPMENT:

Scholarship:
2015, October. *Northern Rocky Mountain Educational Research Association Conference.* Boise, ID.

Advising:
2015, September. *University of Idaho 12th Annual Advising Symposium*. Moscow, ID.

Administration/Management:
2014, January: *Network for Transforming Educator Preparation*. Atlanta, GA.
2014, February: *Ted Andrews NASDTEC Winter Symposium*. San Diego, CA.
2014, April: *Developing Student Learning Objectives Summit,* National Education Association. Minneapolis, MN.
2014, May: *State Consortium on Educator Effectiveness*. San Antonio, TX.
2014, June: *Annual Convention*, National Association of State Directors of Teacher Education and Certification. Kansas City, MO.
2014, June: *Network for Transforming Educator Preparation*. San Francisco, CA.
2015, February: *Ted Andrews NASDTEC Winter Symposium*. San Diego, CA.
2015, April: *Network for Transforming Educator Preparation.* Durham, NC.
2015, May: *State Consortium on Educator Effectiveness.* Atlanta, GA.
2015, June: *Annual Convention*, National Association of State Directors of Teacher Education and Certification. Atlanta, GA.
2015, November: *Idaho School Boards Association Annual Convention*. Coeur d'Alene, ID.
2016, February: *Ted Andrews NASDTEC Winter Symposium*. San Diego, CA.

APPLICATION FOR
PROFESSIONAL STANDARDS COMMISSION

Name: Levi B Cavener
Home Address: ~~2623 S Bluegrass Drive~~ 19222 Warbler Way
City: ~~Nampa~~ Caldwell Zip Code: ~~83686~~ 83605
Home Ph: (208) 409-3410
E-mail Address: Levibcavener@gmail.com

School: Vallivue High School
Sch. Address: 1407 E Homedale Road
City: Caldwell Zip: 83607
Sch. Ph: (208) 454-9253

PSC Position applied for: (a) ___ classroom teacher
(check one) (b) X special education teacher (Secondary)
(c) ___ pupil personnel services

PROFESSIONAL INFORMATION

Current certificate(s) [Include endorsements with expiration dates]

Type	Expiration Date
Idaho Standard Secondary School Certification	August ~~2014~~ 2020
Standard Exceptional Child Certification	August ~~2014~~ 2020

Note: Renewal paperwork of certificates has been sent to the State Dept. of Ed

Education Background [Degrees and places obtained]

Degree	School
B.S. Education, 2009	University of Idaho
M.Ed, 2012	Northwest Nazarene University

Professional Experience [Date, place and position]

Date	Place	Position
01/09-05/09	Garfield Elementary, Moscow, Idaho	Practicum Internship
08/09-01/10	Mountain View High, Meridian, Idaho	Student Teacher
01/10-05/10	Vallivue High School Caldwell, Idaho	Reading Interventionist
08/10-Present	Vallivue High School Caldwell, Idaho	Special Education Teacher
08/12-Present	Vallivue High School Caldwell, Idaho	Special Education Dept. Chair

Professional Associations and related activities other than IEA/NEA (including offices)

- Advisor for Bogus Basin School Race Program
- Founder/Editor of *Idaho's Promise*
- Member of Kappa Sigma Fraternity
- Member of Phi Eta Sigma National Honor Society
- Member of Phi Beta Kappa National Honor Society
- Member of Vallivue High School Improvement Team.

Community Involvement (Please list all community service or other community activities in which you have been involved and dates)

- Advising for Bogus Basin School Race Program involves volunteering a substantial

amount of time to coordinate and facilitate slalom and free-style ski and snowboard races for high school students in the Treasure Valley (2009-Present).

- Editing *Idaho's Promise* involves a commitment to following education policy and news in an effort to present writing from a variety of stakeholder perspectives including teachers, professors, and parents that constantly requires interaction from community members. (2014-Present).
- Writer of various education editorials appearing in publications around the state and nation including the *Idaho Press Tribune*, *The Post Register,* and *Idaho Education News* (2013-Present).
- Tutor for the Falcon Focus program involves interacting with various members of the community including students and parents.
- Camp Counselor for Meridian's MeriMoo summer camp in which I interacted with various children from the community and their parents. (2009-2010).

The Professional Standards Commission meets as many as six (6) times a year. Each meeting spans two days. Additionally, Commission members may be asked to attend public meetings, attend State Board of Education meetings, and present at regional or state meetings. Will you be able to give the required yearly time to this position?

YES **X** NO __.

Applicant's signature 

Please attach resume, three (3) letters of recommendation, and statement of commitment to the profession.

Statement of Commitment to the Profession

I will never forget my father's response when I told him I intended to become a teacher. I was home for Christmas after my first semester of college at the University of Idaho. For the first time in my life, I had not seen my family in months, and I was excited to be home. Due to my mother's incredible culinary talent, the Christmas dinner table could have been on the cover *Fine Cooking* Magazine; the meal should have been spectacular.

But is wasn't. My father, to say the least, was less than thrilled with this decision. Bluntly, he reminded me of the trials of the teaching profession. Long hours. Grading at home. Problem students. Little pay. The list went on; the food on the table slowly steamed itself cold.

Yet, I was resilient about my decision during that dinner, and I remain resilient today. I kindly balanced my father's argument by reminding him of the positive elements he hadn't included. The reward of seeing students grow. The joy in nurturing young minds to mature into talented adults. The ability to make a difference with every individual student every single day in the classroom.

These reasons remain just as true to me today as they did that Christmas evening years ago. However, my father's points proved to be easily valid. As he said, teaching is much more than a job. It is larger than a profession. It is a commitment.

It is with this commitment in mind that I desire to be part of the Professional Standards Commission. Teaching is a profession that demands the highest integrity of those in the profession. Maintaining the integrity and dignity of teachers is paramount in maintaining the continued support and trust of citizens who place their children in Idaho's classrooms.

I truly believe I can be integral part of this commission. I feel my experience in the classroom and knowledge of the standards will allow me to effectively fulfill all the duties required of a member of the commision faithfully and with the utmost integrity. I hope you will consider my name as a new member of this important group.

Sincerely,



Levi B Cavener



February 4, 2016

To Whom It May Concern:

My name is Christine Kaufman and I am a special education teacher with Lewiston School District. I am interested in filling the open seat on the Professional Standards Commission for a professional who holds an Exceptional Child Education certificate/endorsement.

I have taken the liberty to attach my updated curriculum vitae in lieu of a resume` because it allows those who are reviewing my application to see my plethora of experience in committee work, work with the IEA, my professional training, and further education. I hold a Bachelor of Science in Elementary Education with a minor in Special Education. I've completed all necessary coursework to hold the Exceptional Child Generalist K-12 certificate/endorsement. I also hold a Master of Science in Special Education and have completed all coursework for my Doctor of Education in Curriculum, Instruction, and Assessment. I am currently working on my proposal for my dissertation, which is the next step in completing my Doctor of Education program.

I have taught special education with the Lewiston School District for over ten years. I have worked with children who have all types of exceptionalities from language impairments, autism, emotional disturbances, hearing and visual impairments, intellectual disabilities, and/or multiple disabilities. In my over ten years of teaching, I have had the privilege to work with children who represent all categories under the Individuals with Disabilities Act. Not only have I worked with these amazing children, but I've had the honor to work with their families, outside agencies, outside medical professional, and outside counselors to develop quality individualized programming to meet each of these children's learning needs.

I have always had an interest in the law and in particular ethics. I do hold a legal secretary degree, but my heart is working with children, so I never pursued this career. I believe I am a strong candidate due to the fact I am an analytical thinker, strive to be solution minded, and care deeply about my profession. I believe it my job to work hard to educate the public about the value of education and the importance of quality teachers delivering this education to our country's future, our children.

Thank you for your time and consideration for the open seat on the Professional Standards Commission. I look forward to hearing from you soon with regards to this position.

Sincerely,

Christine M. Kaufman

Christine M. Kaufman

Mrs. Christine Kaufman

Address 1217 Powers Avenue, Lewiston, ID 83501
Telephone 208-413-7075
Email ckaufman@lewistonschools.net

Profile

A child-centered, hardworking, highly organized, detail-oriented special educator. Able to supervise, lead, and learn from others with the child always being the focus. Highly knowledgeable with regards to curriculum, programming, state and federal law regarding education, as well as effects and attributes of individual disabilities.

Key Skills

*Able to communicate effectively while providing a professional and friendly learning environment for children and staff.

*Excellent administrative, organizational and time management skills; including knowledge of Microsoft Word, Excel, Outlook, and Enrich IEP software.

*Ability to work well under pressure whilst maintaining excellent attention to detail.

*Highly developed people skills, strong communicator, both written and oral.

*Self-motivated, life-long learner with a passion for teaching our country's future, our children.

Career History

Jan 05-Present

Independent School District #1-Lewiston, ID
Special Educator

Independent School District #1 is a large school district in central Idaho. There are 7 elementary schools, 2 junior high schools, and a high school, and alternative high school, and a developmental preschool. My school, McGhee Elementary, has 323 students. Many students come from low-socioeconomic homes and several too many have had numerous adverse childhood experiences. My job requires me to supervise 6 instructional assistants, collaborate with 7 elementary classroom teachers (K-3), organize and lead our school special education department, and manage our department budget. I must make sure all children on my caseload and within my department (K-6) have the needed resources to access and learn within the educational environment. To ensure this occurs, I must train the instruction support staff how to use programs, build positive relationships with students, and when in times of crisis how to manage maladaptive behaviors. I am required to know and ensure state and federal special education laws are being followed with regards to each child's individualized education program (IEP). As the special educator, I must know each child individually, so I can construct an individualized program to move each child toward proficiency on Common Core State Standards or Workplace Competencies for life skill students.

Professional Training	Common Core State Standards
	Alternate Assessment
	Sensory Diets and Therapy
	iPad training
	Mondo Bookshop
	Lucy Calkins Writing
	Data-based Decision Making
	Reading Reflex
	Reading Mastery
	Read Naturally
	Ziggurat Model
	Conflict Resolution
	STAR Autism
	Response to Intervention
	AIMSweb
	Poverty Training
	Mandt
	Adverse Childhood Experiences Study
	Resilience Training
	Milepost
	Enrich
Additional Skills	Northwest Children's Home-Education Center IEP Team
	Lewiston Education Association- Vice President
	Lewiston Education Association-Secretary
	Lewiston Education Association Negotiations Team
	National Education Association Grant Group
	National Education Association Member
	Idaho Education Association Member
	Lewiston Education Association Member
	2015 Delegate Assembly
	Called to testify before House Education Committee-Career Ladder 2015
	Extended Reading Time Facilitator
	Response to Intervention Leader
	ExcentTERA leader
	Student Assistance Team
	Building Leadership Team
	Independent School District #1 Insurance Committee
	Independent School District #1 Senior Project Committee
	Guest Lecturer at Lewis-Clark State College
	Substitute teacher for Inclusion Strategies at Lewis-Clark State College
	On-site Teacher Educator for Lewis-Clark State College

Education

Walden University, Minneapolis, MN (online) 2001-Present
Doctor of Education
Curriculum, Instruction & Assessment
Completed all coursework (listed below):
Foundations: Curriculum, Instruction & Assessment
Leadership for Today's Schools
Applied Research in Education
Systemic Curriculum Design
Data Driven Instruction & Assessment
Research in Practice
Effective Professional Development
Doctoral Study Intensive
Currently working on dissertation

Walden University, Minneapolis, MN (online) 2008-2010
Degree received: Masters of Science in Special Education (M.S. Ed.)
Coursework completed (listed below):
Teacher as Professional
Designing Curriculum, Instruction & Assessment
Special Educator as Instructional Leader
Introduction to Educational Research
Impact of Disabilities on Learning & Teaching
Strategic Collaboration in Special Education
Advanced Instructional Strategies in special Education
Literacy Interventions in Special Education
Advanced Behavioral Interventions in Special Education

Lewis-Clark State College, Lewiston, ID 2000-2004
Degree Received: Bachelors of Science-Elementary Education K-8
Generalist Special Education (K-12)
*Certified in both areas by the State of Idaho

References

Available on request

References

Deanna Didier 840 Warner Ave Lewiston, ID 83501 (208) 305-3704

Sam Weddle 13710 Sperry Grade Rd Kendrick, ID 83537 (208) 305-3627

Greg Kramasz 7664 Amberview Ct. Lewiston, ID 83501 (208)553-1400

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Virginia L Welton's Resume

Virginia L Welton

3006 W. Broadmoore Drive
Hayden,Idaho 208-691-3561
vwelton@cdaschools.org

Summary

I have 18 years experience in teaching students with severe disabilities. I keep updated with new and innovative teaching methods, as well as, best practices to enhance my teaching methodology. I have worked with the State Department of Education, Special Education to create and update the Idaho Alternate Assessment for the past 7 years.

Objectives

I am interested in applying for the position of serving on the Idaho Professional Standards Commission.

Education

California State University, Long Beach
Califofnia State university, Long Beach, Long Beach, California
Graduated: May 2002
Grade: Bachelors Degree
Teaching Credentials: General Education K-8, Severely Handicapped K-12

Employment History

September 2003 – Present: Exceptional Child Teacher 6-8
Company: Coeur D'Alene School Disdivict
Coeur D'Alene, Idaho
Individualized insdivuction of 13-18 students with a variety of disabilities
Implement and run all IEP meetings
Work with general education teachers on best practice methods for mainsdiveamed students Schedule and manage 8 staff members
Create, implement and score teaching materials and assessments for the Idaho Alternate Assessment
Write grants to purchase materials that will enhance the learning of all students

Virginia L Welton

Virginia L Welton's Resume

Professional Skills

TERA – Expert

Hobbies & Interests

I enjoy helping my sons Boy Scout Troop as the "Board of Review" leader I run the snack bar for Coeur d'Alene High School
I love to ride horses I
enjoy reading

SUBJECT

Brigham Young University – Idaho; Proposed Bachelor in Special Education – Exceptional Child Generalist

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-114 and 33-1258, Idaho Code
IDAPA Rule 08.02.02.100- Official Vehicle for Approving Teacher Education Programs

BACKGROUND/DISCUSSION

Special Education – Exceptional Child Generalist

The field of special education has an increasing need for qualified teachers. In order to help meet the current demand, Brigham Young University – Idaho (BYU-I) has submitted a proposal to offer a Bachelor in teaching program that will lead to an Exceptional Child Certification with a Generalist Endorsement.

The Standards Committee of the Professional Standards Commission (PSC) conducted a New Program Approval Desk Review of the Special Education – Exceptional Child Generalist program proposed by BYU-I. Through the comprehensive review, the Standards Committee verified that all of the Idaho Standards for Exceptional Child Generalist teacher would be met through the proposed program.

During its April 1, 2016 meeting, the Professional Standards Commission voted to recommend conditional approval of the proposed Special Education – Exceptional Child Generalist program offered through BYU-I. With the Conditionally Approved status, BYU-I may admit candidates to the Special Education – Exceptional Child Generalist program and submit institutional recommendations for certification. The program will undergo a review at the next scheduled Full Unit Review or Focused Visit, whichever occurs first.

IMPACT

In order to maintain status as an Idaho approved program and produce graduates eligible for Idaho teacher certification, BYU-I must have all programs, including new programs, approved by the State Board of Education.

ATTACHMENTS

Attachment 1 – BYU-Idaho Special Education – Exceptional Child Generalist Packet Page 3

BOARD ACTION

I move to accept the Professional Standards Commission recommendation for conditional approval of the Special Education – Exceptional Child Generalist program offered through Brigham Young University – Idaho as a vehicle for Idaho educator certification as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

K-12 Special Education
Exceptional Child Generalist
Special Education Generalist
(K-12) Program Proposal

BRIGHAM YOUNG UNIVERSITY-IDAHO

525 South Center Street Rexburg, ID 83460

Brigham Young University-Idaho

Special Education Generalist (K-12)

Proposal Overview

Contents:

- Summary and overview of program
- Course proposal (highlighted courses indicate new courses to the university)
- Recommended sequence of courses
- Course catalog descriptions
- Chart to show course alignment to program outcomes, department outcomes, university outcomes, Idaho Standards for Exceptional Child Generalists, Danielson Framework, CAEP standards, CEC standards
- Chart to show course alignment to Knowledge and Performance items of Idaho Standards for Exceptional Child Generalists
- Course details for each of the new special education courses (description, outcomes, alignment to Idaho Standards for Exceptional Child Generalist, syllabus, assessment tools)

Special Education Generalist (K-12)

Summary and Overview

Proposal for a Bachelor's Degree Special Education Generalist (K-12) Teaching License, Teacher Education Department

Rationale and Need

Nationwide shortage of special education teachers
Inquiry from superintendents/principals/community partners requesting a K-12 Special Education licensure program to address shortage of qualified personnel
Current BYU-I Special Education Program (Early Childhood Education/Early Childhood Special Education) certifies graduates to work with children from birth through third grade (specialist vs generalist)

Outcomes

What will students learn?

Students will demonstrate knowledge and understanding of:

- Federal Regulations, Policies and Procedures of Special Education
- Social, Behavioral and Learning Characteristics of Students with Disabilities
- Evidence-Based Practices for Special Education Programming
- Instructional Strategies for Teaching Students with Disabilities
- Collaboration with School/Community Personnel and Families of Students with Disabilities
- Transitions and Post-Secondary Options for Students with Disabilities

What will they be able to do?

Graduates will be certified to teach students with disabilities from grades K-12
Graduates will be prepared to enter graduate school seeking specialization in a related field
Graduates will be qualified for employment with private schools/agencies serving individuals with disabilities

Student Characteristics

Students seeking a career as a special education teacher in public or private schools, working with students grades K-12
Students seeking a career in the private sector working with children, adolescents and/or adults with disabilities

Preparation for Employment/Graduate School

Graduates will receive a K-12 Special Education Teaching Certificate, prepared to enter the teaching profession as a first-year teacher
Graduates will have a foundational degree preparing them for graduate work in a specialty area (ie hearing impaired, visually impaired) or related field (ie occupational therapy, speech and language therapy)

Resources, Courses, Accreditation Requirement

Resources

Two (2) FTE Faculty
Practicum/Student Teaching Supervisors
Office space
Course resources ie assistive technology devices; assessment instruments/protocols

Courses	
SpEd 300	Assistive Technology
SpEd 380	Legal Issues, Policies and Procedures
SpEd 381	Evidence-Based Practices
SpEd 391	Teaching Reading/Language Arts to Students with Disabilities
SpEd 392	Teaching Math to Students with Disabilities
SpEd 393	Social and Behavioral Strategies for Students with Disabilities
SpEd 441	Students with Severe Disabilities
SpEd 442	Curriculum and Instruction for Secondary Students

Comprised of 23 credits

SpEd 400	Practicum – Elementary Education
SpEd 460	Practicum – Secondary Education

Comprised of 8 credits

BYU-Idaho Foundations Requirements

Requirement	Credit Hours
Eternal Truths	14
Academic Fundamentals	9
Science	7
Cultural Awareness	8
Connections	2

Total: 40 credits

Special Education Generalist K-12 – Major Requirements

Requirement		Credit Hours
SPED 200	History and Philosophy of Education	2
Child 210	Child Development	3
ED 304	Educational Psychology	3
ED 312	Culture and Diversity	2
ED 344	Idaho Comprehensive Literacy #1	3
ED 345	Idaho Comprehensive Literacy #2	3
ED 346	Literacy Practicum	1
ED 424	Assessment and Evaluation*	4
ED 441	Elementary Language Arts Methods	2
ED 442	Elementary Math Methods	2
Math 205	Fundamentals of Number Theory	3
Math 206	Elementary Geometry	2
SpEd 310	Exceptional Students*	3
ED 492	Student Teaching*	10

Course Title	
SpEd 300	Assistive Technology 2
SpEd 380	Legal Issues, Policies and Procedures 3
SpEd 381	Evidence-Based Practices 3
SpEd 391	Teaching Reading/Language Arts to Students with Disabilities 3
SpEd 392	Teaching Math to Students with Disabilities 3
SpEd 393	Social and Behavioral Strategies for Students with Disabilities 3
SpEd 400	Practicum – Elementary Education 4
SpEd 441	Students with Severe Disabilities 3
SpEd 442	Curriculum and Instruction for Secondary Students 3
SpEd 460	Practicum – Secondary Education 4

Six credits from the following:

ECSE 421	Family and Community	3
SpEd 422	Emotional and Behavioral Disorders	2
SpEd 423	Autism Spectrum Disorders	2
TESOL 200	Fundamentals of TESOL	2

Total: 80 credits

Additional Licensure Requirements

Praxis II

- Elementary Education: Multiple Subjects (#5001)
- Special Education: Core Knowledge and Mild to Moderate Applications (#5543)

Comprehensive Literacy Exams

- Standard I
- Standard II
- Standard III

Technology Exam

*Existing course requiring addition to curriculum

Proposed New Courses

Special Education Generalist K-12
Recommended sequence of courses

- ✓ ***Courses appearing in bold text must be taken during the semester indicated.***

Semester 1	**Semester 2**
FDREL 121 (2) FDSCI 101 Science Foundations (2) **Sp Ed 200 History and Philosophy of Ed (2)** FDENG 101 (3) **Child 210 Child Development (3)** FDMAT 108 (3) Total: 15	FDREL 122 (2) FDAMF 101 American Foundations (3) FDHUM (3) or FDWLD 101 (2) ED 304 Educational Psychology (3) **Sp Ed 300 Assistive Technology (2)** **Math 205 (3)** Total: 15
Semester 3	**Semester 4**
FDREL 200 (2) FDENG 201 (3) FDSCI 200-207 Issues in Science (2-3) FDINT (2) or FDWLD (3) **Math 206 (3)** **Sp Ed 310 Exceptional Students (3)** Total: 15-17	FDREL (2) FDSCI 200-207 Issues in Science (2-3) ED 312 Culture and Diversity (2) **ED 344 Literacy 1 (3)** **SpEd 380 Legal Issues, Policies and Procedures (3)** Elective (2-3) Total: 15-16
Semester 5	**Semester 6**
ED 424 Assessment and Evaluation (4) **ED 345 Literacy 2 (3)** ED 441 Elementary Language Arts Methods (2) SpEd 381 Evidence-Based Practices (3) SpEd 391 Teaching Reading/Language Arts to Students with Disabilities (3) FDREL (2) Total: 17	**ED 346 Literacy 3 (1)** SpEd 392 Teaching Math to Students with Disabilities (3) SpEd 393 Social and Behavioral Strategies for Students with Disabilities (3) ED 442 Math Methods (2) **SpEd 400 Practicum – Elementary Education (4)** FNDREL (2) Total: 15
Semester 7	**Semester 8**
FDREL (Scriptures) (2) FDCNC 250 (2) **SpEd 441 Students with Severe Disabilities (3)** **SpEd 442 Curriculum and Instruction for Secondary Students (3)** **SpEd 460 Practicum – Secondary Education (4)** **Elective (2-3)** Total: 16-17	**ED 492 Student Teaching – Public School (10)** Total: 10

- ✓ All Practicum courses include a **seminar**
- ✓ For teacher licensure, the following state exams are required: **Technology; Praxis Exams 0014 *Elementary Content Knowledge* and 0353 *Education of Exceptional Students***

Course Catalog Descriptions
Special Education Generalist K-12 Degree

SpEd 300 Assistive Technology (2:2:0)

An introduction to assistive technology devices and services utilized when working with students with disabilities in a public education environment. The legal basis for assistive technology will be the foundational structure for exploring the use of assistive technology for assessment; the use of assistive technology for access; the use of assistive technology to support academic learning; and the use of assistive technology as an augmentative communication tool.
(Fall, Winter, Spring)

SpEd 380 Legal Issues, Policies and Procedures (3:3:0)

Prerequisite: SpEd 310

An in-depth examination of special education law, including the policies and procedures implemented in public education. IDEA, Section 504 and ADA will be compared and applied to the school setting. The six basic principles of IDEA and their implementation in special education services will be studied along with the legal requirements of disciplinary procedures for students with disabilities. Students will learn their role in ensuring that legal rights and responsibilities of students with disabilities, their parents and teachers are protected.
(Fall, Winter, Spring)

SpEd 381 Evidence-Based Practices (3:3:0)

Prerequisite: SpEd 310

An introduction to evidence-based practices as related to the field of special education. Types of educational research will be examined along with legal policies and criteria for identifying evidence-based practices. Students will be exposed to current evidence-based practices such as Response to Intervention and Positive Behavioral Interventions and Supports and learning and their implementation in the educational environment.
(Fall, Winter, Spring)

SpEd 391 Teaching Reading/Language Arts to Students with Disabilities (3:2:1)

Prerequisites: SpEd 310; ED 345; ED 424
Concurrent Courses: ED 345; ED 424

Prospective special education teachers will explore methods, strategies, and accommodations for teaching reading and language arts within the context of special education. Cognitive, social and learning characteristics of students with reading difficulties will be identified. Students will have the opportunity to administer informal and formal reading assessments, interpret assessment data, and plan curriculum based on assessment outcomes. *This course will be offered in a hybrid format.*
(Fall, Winter, Spring)

SpEd 392 Teaching Math to Students with Disabilities (3:2:1)

Prerequisites: SpEd 310; ED 345; ED 424
Concurrent Courses: ED 345; ED 424

Prospective special education teachers will explore methods, strategies, and accommodations for teaching math within the context of special education. Cognitive, social and learning characteristics of students with math difficulties will be identified. Students will have the opportunity to administer informal and formal math assessments, interpret assessment data, and plan curriculum based on assessment outcomes. *This course will be offered in a hybrid format.*
(Fall, Winter, Spring)

SpEd 393 Social and Behavioral Strategies for Students with Disabilities (3:2:1)
Prerequisites: SpEd 310; ED 345; ED 424
Concurrent Courses: ED 345; ED 424

Prospective special education teachers will explore methods, strategies, and accommodations for teaching students with emotional and behavioral disorders. Cognitive, social and learning characteristics of students with emotional and behavioral disorders will be identified. Students will have the opportunity to administer informal and formal social and behavioral assessments, interpret assessment data, and plan curriculum based on assessment outcomes. Positive Behavioral Interventions and Supports as well as Behavioral Intervention Plans will also be developed using assessment outcomes. *This course will be offered in a hybrid format.*
(Fall, Winter, Spring)

SpEd 400 Practicum – Elementary Education (4:2:6)
Prerequisites: SpEd 391, SpEd 392, SpEd 393
Concurrent Courses: SpEd 391, SpEd 392, SpEd 393

Prospective special education teachers will receive practical, first-hand experience working with a special education teacher in an elementary school setting grades K-8. Opportunities for engaging in both formal and informal assessment activities, designing individualized curriculum, accommodating the general education curriculum, monitoring student progress, and collaborating with other professionals and families will be embedded within the practicum experience. A weekly two-hour seminar will serve as the forum in which students can address challenges and concerns while sharing experiences, expertise and successes.
(Fall, Winter)

SpEd 441 Students with Severe Disabilities (3:3:0)
Prerequisites: SpEd 380; SpEd 381; ED 424

Prospective special education teachers will be introduced to the medical, cognitive, motor and communication needs of students with severe disabilities. The requirements and procedures for alternative assessment will be taught and implemented. Emphasis will be placed on designing curriculum including technology for students with severe disabilities. Legal and ethical considerations for providing educational services for students with severe disabilities will be explored.
(Fall, Winter, Spring)

SpEd 442 Curriculum and Instruction for Secondary Students (3:3:0)
Prerequisites: SpEd 391, SpEd 392, SpEd 393
Concurrent Courses: SpEd 391, SpEd 392, SpEd 393
Co-requisite Course: SpEd 460

Federal and state policies and procedures regulating services for secondary students with disabilities will be reviewed. Students will be introduced to the physical, cognitive and behavioral characteristics of

adolescents. Common teaching models for secondary education will be explored along with instructional methods for teaching core content to secondary students with disabilities. Students will become acquainted with post-secondary options and transition services for students with disabilities.
(Fall, Winter, Spring)

SpEd 460 Practicum – Secondary Education (4:2:6)
Prerequisites: SpEd 391, SpEd 392, SpEd 393
Concurrent Courses: SpEd 391, SpEd 392, SpEd 393
Co-requisite Course: SpEd 442

Prospective special education teachers will receive practical, first-hand experience working with a special education teacher in a secondary school setting grades 6-12. Opportunities for engaging in both formal and informal assessment activities, designing individualized curriculum, accommodating the general education curriculum, monitoring student progress, and collaborating with other professionals and families will be embedded within the practicum experience. A weekly two-hour seminar will serve as the forum in which students can address challenges and concerns while sharing experiences, expertise and successes.
(Fall, Winter)

Outcomes	SpEd 300	SpEd 310	SpEd 380	SpEd 381	SpEd 391	SpEd 392	SpEd 393	SpEd 400	SpEd 441	SpEd 442	SpEd 460
In the boxes below, please use the following codes: I = outcome introduced; R = outcome reviewed; A = outcome assessed											
SPED K-12 Program Outcomes											
1. Students will adhere to the principles of personal honor and abide by the BYU-Idaho Honor Code.	A	A	A	A	A	A	A	A	A	A	A
2. Students will demonstrate an understanding of Federal and state policies and procedures for special education services in public education		I	R,A	R	R,A	R,A	R,A	A	R	R	A
3. Students will be able to self-assess their practice and organize improvement efforts centered on improved outcomes for students with disabilities K-12				I	R,A	R,A	R,A	A		R	A
4. Students will possess the knowledge, skills and dispositions required to meet the ten Idaho Core Teacher Standards and demonstrate each at an acceptable level of performance	I	I	R	R	R,A	R,A	R,A	A	R	R	A
5. Students will demonstrate the ability to collaborate with other professionals and families to meet the needs of students with disabilities K-12	I	I	R	R	R	R	R	A	R	R	A
6. Students will demonstrate knowledge, understanding, and application of skills while working with students with disabilities K-12 in public schools	I, A	I	R	R	R,A	R,A	R,A	A	R	R	A
Teacher Education Outcomes											
1. Gather and analyze a variety of assessment data to design and facilitate standards-based, differentiated instruction for diverse learner through effective interactive, engaging, student-centered experiences, as evidenced by formative and summative assessment.	I	I	I	I	R,A	R,A	R,A	R,A	R	R	R,A
2. Create, facilitate, and maintain an emotionally and physically safe, nurturing, inclusive learning environment that values all students as children of God and encourages positive interaction between students in order to maximize learning.	I	I	R	R	R	R	R	R,A	R	R	R,A

3. Expand their knowledge and improve as teacher-learners through personal reflection and continuous learning as guided by the Spirit.	R,A	R	R	R,A	R,A	R,A	R	R,A	R	R	R.A
4. Apply effective interpersonal skills to intentionally develop and strengthen purposeful professional relationships that empower communication and collaboration with students, families, colleagues, and community stakeholders.	I	I	R	R	R	R	R	R,A	R	R	R,A
University Outcomes											
1. Students become disciple leaders as they understand and commit to live the principles of the restored Gospel of Jesus Christ and demonstrate leadership skills and the ability to cooperate with others.	R		R	R	R	R	R	R,A	R	R	R,A
2. Students become lifelong learners as they locate, evaluate, and appropriately use needed information and master strategies to continually gain and apply knowledge and skills in new situations.	R		R	R	R,A	R,A	R	R,A	R	R	R,A
3. Students become creative and critical thinkers as they apply reflective reasoning, logic and quantitative analysis to new ideas, opinions, and situations and analyze problems and challenges from fresh perspectives that offer innovative solutions.	R,A		R	R	R,A	R,A	R,A	R,A	R	R	R,A
4. Students become effective communicators as they present ideas and arguments clearly through oral, written, and visual form and listen, understand, and effectively engage others in varied settings.	R,A		R	R	R,A	R,A	R,A	R,A	R	R	R,A
5. Students become skilled professionals as they develop deep learning in a discipline and broad skills leading to self-reliance and develop professional and ethical values and practices.	R		R	R	R	R	R	R,A	R	R	R,A
6. Students become engaged citizens as they fulfill family, religious, and civic responsibilities and develop empathy for their fellowmen and understanding of world religion, culture, history, literature, science, and the arts.	R		R	R	R	R	R	R	R	R	R

Idaho Standards for Exceptional Child Generalists												
Standard 1: Learner Development and Individual Learning Differences - The teacher understands how exceptionalities may interact with development and learning and use this knowledge to provide meaningful and challenging learning experiences for individuals with exceptionalities.	I		I	I	R	R	R	R,A	I	R	R,A
Standard 2: Learning Environments - The teacher creates safe, inclusive, culturally responsive learning environments so that individuals with exceptionalities become active and effective learners and develop emotional well-being, positive social interactions, and self determination.	I		I	I	R	R	R	R,A	I	R	R,A
Standard 3: Curricular Content Knowledge - The teacher uses knowledge of general and specialized curricula to individualize learning for individuals with exceptionalities.				I	R,A	R,A		R,A		R,A	R,A
Standard 4: Assessment - The teacher uses multiple methods of assessment and data-sources in making educational decisions				I	R,A	R,A	R	R,A	R,A	R	R,A
Standard 5: Instructional Planning and Strategies – The teacher selects, adapts, and uses a repertoire of evidence-based instructional strategies and interventions to advance learning of individuals with exceptionalities.	I		I	R	R,A	R,A	R	R,A	I	R	R,A
Standard 6: Professional Learning and Ethical Practices – The teacher uses foundational knowledge of the field and the their professional Ethical Principles and Practice Standards to inform special education practice, to engage in lifelong learning, and to advance the profession.	I		R,A	R	R	R	R	R,A	I	R	R,A

Standard 7: Collaboration – The teacher will collaborate with families, other educators, related service providers, individuals with exceptionalities, and personnel from community agencies in culturally responsive ways to address the needs of individuals with exceptionalities across a range of learning experiences.	I		R	R	R	R	R	R,A	I	R	R,A
Danielson Framework for Teaching											
Domain 1: Planning and Preparation											
1a: Demonstrating Knowledge of Content and Pedagogy											
1b: Demonstrating Knowledge of Students	I	I	R	R	R	R	R	R,A	R	R	R,A
1c: Setting Instructional Outcomes											
1d: Demonstrating Knowledge of Resources											
1e: Designing Coherent Instruction											
1f: Designing Student Assessments											
Domain 2: The Classroom Environment											
2a: Creating an Environment of Respect and Rapport											
2b: Establishing a Culture for Learning	I			R	R	R	R,A	R,A	R	R	R,A
2c: Managing Classroom Procedures											
2d: Managing Student Behavior											
2e: Organizing Physical Space											
Domain 3: Instruction											
3a: Communicating with Students											
3b: Using Questioning and Discussion Techniques	I	I		R	R,A	R,A	R	R,A	R	R	R,A
3c: Engaging Students in Learning											
3d: Using Assessment in Instruction											
3e: Demonstrating Flexibility and Responsiveness											
Domain 4: Professional Responsibilities											
4a: Reflecting on Teaching											
4b: Maintaining Accurate Records											
4c: Communicating with Families	R,A	R	R	R	R	R	R	R,A	R	R	R,A
4d: Participating in a Professional Community											
4e: Growing and Developing Professionally											
4f: Showing Professionalism											
CAEP Standards											

Standard 1: CONTENT AND PEDAGOGICAL KNOWLEDGE The provider ensures that candidates develop a deep understanding of the critical concepts and principles of their discipline and, by completion, are able to use discipline-specific practices flexibly to advance the learning of all students toward attainment of college- and career-readiness standards.	I	I	R	R	R,A	R,A	R	R,A	R	R	R,A
Standard 2: CLINICAL PARTNERSHIPS AND PRACTICE The provider ensures that effective partnerships and high-quality clinical practice are central to preparation so that candidates develop the knowledge, skills, and professional dispositions necessary to demonstrate positive impact on all P-12 students' learning and development.	I	I	R	R	R,A	R,A	R	R,A	R	R	R,A
Standard 3: CANDIDATE QUALITY, RECRUITMENT, AND SELECTIVITY The provider demonstrates that the quality of candidates is a continuing and purposeful part of its responsibility from recruitment, at admission, through the progression of courses and clinical experiences, and to decisions that completers are prepared to teach effectively and are recommended for certification. The provider demonstrates that development of candidate quality is the goal of educator preparation in all phases of the program. This process is ultimately determined by a program's meeting of Standard 4.	I	I	R	R	R	R	R	R	R	R	R
Standard 4: PROGRAM IMPACT The provider demonstrates the impact of its completers on P-12 student learning and development, classroom instruction, and schools, and the satisfaction of its completers with the relevance and effectiveness of their preparation.	I	I	R	R	R	R	R	R	R	R	R

Standard 5: PROVIDER QUALITY ASSURANCE AND CONTINUOUS IMPROVEMENT The provider maintains a quality assurance system comprised of valid data from multiple measures, including evidence of candidates' and completers' positive impact on P-12 student learning and development. The provider supports continuous improvement that is sustained and evidence-based, and that evaluates the effectiveness of its completers. The provider uses the results of inquiry and data collection to establish priorities, enhance program elements and capacity, and test innovations to improve completers' impact on P-12 student learning and development.	I	I	R	R	R	R	R	R	R	R	R	R	R
Council for Exceptional Child Standards													
1.0 Beginning special education professionals understand how exceptionalities may interact with development and learning and use this knowledge to provide meaningful and challenging learning experiences for individuals with exceptionalities.	I	R	R	R	R,A	R.A	R	R,A	R	R	R	R	R.A
2.0 Beginning special education professionals create safe, inclusive, culturally responsive learning environments so that individuals with exceptionalities become active and effective learners and develop emotional well-being, positive social interactions, and self-determination	I	I	R	R	R	R	R	R	R	R	R	R	R
3.0 Beginning special education professionals use knowledge of general and specialized curricula to individualize learning for individuals with exceptionalities.	I	I		R	R,A	R,A	R	R,A	R	R,A	R	R,A	R,A
4.0 Beginning special education professionals use multiple methods of assessment and data-sources in making educational decisions.	I	I		R	R,A	R,A	R,A	R,A	R	R	R	R	R,A
5.0 Beginning special education professionals select, adapt, and use a repertoire of evidence-based instructional strategies to advance learning of individuals with exceptionalities.	I	I		R	R,A	R,A	R	R,A	R	R	R	R	R,A

6.0 Beginning special education professionals use foundational knowledge of the field and the their professional Ethical Principles and Practice Standards to inform special education practice, to engage in lifelong learning, and to advance the profession.	I	I	R	R	R	R	R,A	R	R	R,A
7.0 Beginning special education professionals collaborate with families, other educators, related service providers, individuals with exceptionalities, and personnel from community agencies in culturally responsive ways to address the needs of individuals with exceptionalities across a range of learning experiences.	I	I	R	R	R	R	R,A	R	R	R,A
In the boxes above, please use the following codes: I = outcome introduced; R = outcome reviewed; A = outcome assessed										

		Special Education Courses									
		SpEd 300	SpEd 380	SpEd 381	SpEd 391	SpEd 392	SpEd 393	SpEd 400	SpEd 441	SpEd 442	SpEd 460
Standard 1: Learner Development and Individual Learning Differences	Knowledge 1. The teacher understands how language, culture, and family background influence the learning of individuals with exceptionalities.	X	X	X	X	X	X	X	X	X	X
	Knowledge 2. The teacher has an understanding of development and individual differences to respond to the needs of individuals with exceptionalities.	X	X	X	X	X	X	X	X	X	X
	Knowledge 3. The teacher understands how exceptionalities can interact with development and learning.	X	X	X	X	X	X	X	X	X	X
	Performance 1. The teacher modifies developmentally appropriate learning environments to provide relevant, meaningful, and challenging learning experiences for individuals with exceptionalities.						X	X	X	X	X
	Performance 2. The teacher is active and resourceful in seeking to understand how primary language, culture, and family interact with the exceptionality to influence the individual's academic and social abilities, attitudes, values, interests, and career and post-secondary options.	X	X					X	X	X	X
Standard 2: Learning Environments	Knowledge 1. The teacher understands applicable laws, rules, regulations, and procedural safeguards regarding behavior management planning for students with disabilities.	X	X	X			X	X	X	X	X
	Knowledge 2. The teacher knows how to collaborate with general educators and other colleagues to create safe, inclusive, culturally responsive learning environments to engage individuals with exceptionalities in meaningful learning activities and social interactions.	X	X	X	X		X	X	X	X	X
	Knowledge 3. The teacher understands motivational and instructional interventions to teach individuals with exceptionalities how to adapt to different environments.	X	X	X	X		X	X	X	X	X
	Knowledge 4. The teacher knows how to intervene safely and appropriately with individuals with exceptionalities in crisis (e.g. positive behavioral supports, functional behavioral assessment and behavior plans).	X	X	X			X	X	X	X	X
	Performance 1. The teacher develops safe, inclusive, culturally responsive learning environments for all students, and collaborates with education colleagues to include individuals with exceptionalities in general education environments and engage them in meaningful learning activities and social interactions.		X					X	X	X	X
	Performance 2. The teacher modifies learning environments for individual needs and regards an individual's language, family, culture, and other significant contextual factors and how they interact with an individual's exceptionality. The teacher modifies learning environment, and provides for the maintenance and generalization of acquired skills across environments and subjects.		X				X	X	X	X	X

	Performance 3. The teacher structures learning environments to encourage the independence, self motivation, self-direction, personal empowerment, and self-advocacy of individuals with exceptionalities, and directly teach them to adapt to the expectations and demands of differing environments.	X						X	X	X	X
	Performance 4. The teacher safely intervenes with individuals with exceptionalities in crisis. Special education teachers are also perceived as a resource in behavior management that include the skills and knowledge to intervene safely and effectively before or when individuals with exceptionalities experience crisis, i.e. lose rational control over their behavior.		X					X	X	X	X
Standard 3: Curricular Content Knowledge	Knowledge 1. The teacher understands the central concepts, structures of the discipline, and tools of inquiry of the content areas they teach, and can organize this knowledge, integrate cross disciplinary skills, and develop meaningful learning progressions for individuals with exceptionalities			X	X	X	X	X	X	X	X
	Knowledge 2. The teacher understands and uses general and specialized content knowledge for teaching across curricular content areas to individualize learning for individuals with exceptionalities.	X		X	X	X	X	X	X	X	X
	Knowledge 3. The teacher knows how to modify general and specialized curricula to make them accessible to individuals with exceptionalities.			X	X	X		X	X	X	X
	Performance 1. The teacher demonstrates in their planning and teaching, a solid base of understanding of the central concepts in the content areas they teach.				X	X		X	X	X	X
	Performance2. The teacher collaborates with general educators in teaching or co-teaching the content of the general curriculum to individuals with exceptionalities and designs appropriate learning, accommodations, and/or modifications.				X	X		X	X	X	X
	Performance 3. The teacher uses a variety of specialized curricula (e.g., academic, strategic, social, emotional, and independence curricula) to individualize meaningful and challenging learning for individuals with exceptionalities.							X	X	X	X
	Knowledge 1. The teacher knows how to select and use technically sound formal and informal assessments that minimize bias.				X	X	X	X	X		X
	Knowledge 2. The teacher has knowledge of measurement principles and practices, and understands how to interpret assessment results and guide educational decisions for individuals with exceptionalities.				X	X	X	X	X		X
	Knowledge 3. In collaboration with colleagues and families, the teacher knows how to use multiple types of assessment information in making decisions about individuals with exceptionalities.					X	X	X	X		X

	Knowledge 4. The teacher understands how to engage individuals with exceptionalities to work toward quality learning and performance and provide feedback to guide them.	X		X	X	X	X	X	X		X
	Knowledge 5. The teacher understands assessment information to identify supports, adaptations, and modifications required for individuals with exceptionalities to access the general curriculum and to participate in school, system, and statewide assessment programs.	X		X	X	X	X	X	X	X	X
	Knowledge 6. The teacher is aware of available technologies routinely used to support assessments (e.g., progress monitoring, curriculum-based assessments, etc.).	X		X	X	X	X	X	X	X	X
	Knowledge 7. The teacher understands the legal policies of assessment related to special education referral, eligibility, individualized instruction, and placement for individuals with exceptionalities, including individuals from culturally and linguistically diverse backgrounds.	X	X	X	X	X	X	X	X	X	X
	Performance 1. The teacher regularly monitors the learning progress of individuals with exceptionalities in both general and specialized content and makes instructional adjustments based on these data.				X	X		X	X	X	
	Performance 2. The teacher gathers background information regarding academic, medical, and social history.						X	X	X	X	
	Performance 3. The teacher conducts formal and/or informal assessments of behavior, learning, achievement, and environments to individualize the learning experiences that support the growth and development of individuals with exceptionalities.							X	X	X	
	Performance 4. The teacher integrates the results of assessments to develop a variety of individualized plans, including family service plans, transition plans, behavior change plans, etc.						X	X	X	X	
	Performance 5. The teacher participates as a team member in creating the assessment plan that may include ecological inventories, portfolio assessments, functional assessments, and high and low assistive technology needs to accommodate students with disabilities.						X	X	X	X	
ard 4: Assessment	Knowledge 1. The teacher knows how to consider an individual's abilities, interests, learning environments, and cultural and linguistic factors in the selection, development, and adaptation of learning experiences for individual with exceptionalities.	X		X	X	X	X	X	X	X	X
	Knowledge 2. The teacher understands technologies used to support instructional assessment, planning, and delivery for individuals with exceptionalities.	X		X			X	X	X	X	X

Stand

Knowledge 3. The teacher is familiar with augmentative and alternative communication systems and a variety of assistive technologies to support the communication and learning of individuals with exceptionalities.	X						X	X	X	X
Knowledge 4. The teacher understands strategies to enhance language development, communication skills, and social skills of individuals with exceptionalities.	X		X			X	X	X	X	X
Knowledge 5. The teacher knows how to develop and implement a variety of education and transition plans for individuals with exceptionalities across a wide range of settings and different learning experiences in collaboration with individuals, families, and teams.	X		X				X	X	X	X
Knowledge 6. The teacher knows how to teach to mastery and promotes generalization of learning for individuals with exceptionalities.	X		X	X	X	X	X	X	X	X
Knowledge 7. The teacher knows how to teach cross-disciplinary knowledge and skills such as critical thinking and problem solving to individuals with exceptionalities.	X		X	X	X	X	X	X	X	X
Knowledge 8. The teacher knows how to enhance 21st Century student outcomes such as critical thinking, creative problem solving, and collaboration skills for individuals with exceptionalities, and increases their self-determination.	X		X			X	X	X	X	X
Knowledge 9. The teacher understands available technologies routinely used to support and manage all phases of planning, implementing, and evaluating instruction.	X					X	X	X	X	X
Performance 1. The teacher plans and uses a repertoire of evidence-based instructional strategies in promoting positive learning results in general and special curricula and in modifying learning environments for individuals with exceptionalities appropriately.				X	X	X	X	X	X	X
2. The teacher emphasizes explicit instruction with modeling, and guided practice to assure acquisition and fluency, as well as, the development, maintenance, and generalization of knowledge and skills across environments.				X	X		X	X	X	X
3. The teacher matches their communication methods to an individual's language proficiency and cultural and linguistic differences.	X						X	X	X	X
4. The teacher utilizes universal design for learning, augmentative and alternative communication systems, and assistive technologies to support and enhance the language and communication of individuals with exceptionalities.	X		X				X	X	X	X
5. The teacher develops a variety of individualized transition plans, such as transitions from preschool to elementary school and from secondary settings to a variety of postsecondary work and learning contexts.							X	X	X	X

	6. The teacher personalizes instructional planning within a collaborative context including the individuals with exceptionalities, families, professional colleagues, and personnel from other agencies as appropriate.			X	X	X		X	X	X	X
Standard 6: Professional Learning and Ethical Practices	Knowledge 1. The teacher understands how foundational knowledge and current issues influence professional practice.	X	X		X	X	X	X	X	X	X
	2. The teacher understands that diversity is a part of families, cultures, and schools, and that complex human issues can interact with the delivery of special education services.	X					X	X	X	X	X
	3. The teacher understands the significance of lifelong learning and participates in professional activities and learning communities.		X				X	X	X	X	X
	4. The teacher understands how to advance the profession by engaging in activities such as advocacy and mentoring.		X					X	X	X	X
	5. The teacher knows how to create a manageable system to maintain all program and legal records for students with disabilities as required by current federal and state laws.		X	X	X	X	X	X	X	X	X
	Performance 1. The teacher uses professional Ethical Principles and Professional Practice Standards to guide their practice.		X		X	X		X	X	X	X
	2. The teacher provides guidance and direction to Para educators, tutors, and volunteers.							X	X	X	X
	3. The teacher plans and engages in activities that foster their professional growth and keep them current with evidence-based practices.							X	X	X	X
	4. The teacher is sensitive to the aspects of diversity with individuals with exceptionalities and their families, and the provision of effective special education services for English learners with exceptionalities and their families.		X					X	X	X	X
7: Collaboration	Knowledge 1. The teacher understands the theory and elements of effective collaboration.	X	X	X	X	X	X	X	X	X	X
	Knowledge 2. The teacher understands how to serve as a collaborative resource to colleagues.		X	X	X	X	X	X	X	X	X
	Knowledge 3. The teacher understands how to use collaboration to promote the well-being of individuals with exceptionalities across a wide range of settings and collaborators.		X	X	X	X	X	X	X	X	X
	Knowledge 4. The teacher understands how to collaborate with their general education colleagues to create learning environments that meaningfully include individuals with exceptionalities, and that foster cultural understanding, safety and emotional well-being, positive social interactions, and active engagement.		X	X	X	X	X	X	X	X	X
	Knowledge 5. The teacher is familiar with the common concerns of parents/guardians of students with disabilities and knows appropriate strategies to work with parents/guardians to deal with these concerns.	X	X	X	X	X	X	X	X	X	X

Standard	Knowledge 6. The teacher knows about services, networks, and organizations for individuals with disabilities and their families, including advocacy and career, vocational, and transition support.		X	X			X	X	X	X	X
	Performance 1. The teacher collaborates with the educational team to uphold current federal and state laws pertaining to students with disabilities, including due process rights related to assessment, eligibility, and placement.		X	X				X	X	X	X
	Performance 2. The teacher collaborates with related-service providers, other educators including special education Para educators, personnel from community agencies, and others to address the needs of individuals with exceptionalities.		X					X	X	X	X
	Performance 3. The teacher involves individuals with exceptionalities and their families collaboratively in all aspects of the education of individuals with exceptionalities.		X					X	X	X	X

Course Title:
SPED 300
Assistive Technology

Course Description:
An introduction to assistive technology devices and services utilized when working with students with disabilities in a public education environment. The legal basis for assistive technology will be the foundational structure for exploring the use of assistive technology for assessment; the use of assistive technology for access; the use of assistive technology to support academic learning; and the use of assistive technology as an augmentative communication tool.

Course Outcomes:
1. Students will demonstrate an understanding of Federal and state regulations regarding assistive technology and students with disabilities.
2. Students will demonstrate the ability to identify methods for assessing student performance using assistive technology.
3. Students will demonstrate the ability to identify and implement assistive technology devices supporting computer access for students with disabilities.
4. Students will demonstrate an understanding of the types and uses of assistive technology devices including switches and augmentative communication boards.
5. Students will demonstrate the ability to identify and implement assistive technology devices to support academic skills for students with disabilities.

Documents to Follow:
- Chart to show alignment of course outcomes with Idaho Standards for Exceptional Child Generalists
- Course syllabus
- Assessment tools to measure competency and skill

SPED 300 Introductory- Competency Assessment Rubric (I-CAR)

Students will demonstrate an understanding of Federal and state regulations regarding assistive technology and students with disabilities	Students explain: Federal and state regulations regarding assistive technology and students with disabilities	_____/10
Students will demonstrate the ability to identify methods for assessing student performance using assistive technology	Students Explain: how to identify and implement assistive technology devices supporting computer access for students with disabilities	_____/10
Students will demonstrate the ability to identify and implement assistive technology devices supporting computer access for students with disabilities	Students Explain: how to identify and implement assistive technology devices supporting computer access for students with disabilities	_____/10
Students will demonstrate an understanding of the types and uses of assistive technology devices including switches and augmentative communication boards.	Students Explain: types and uses of assistive technology devices including switches and augmentative communication boards.	_____/10
Students will demonstrate the ability to identify and implement assistive technology devices to support academic skills for students with disabilities	Students Explain: how to identify and implement assistive technology devices to support academic skills for students with disabilities	_____/10
Students will participate in the Research and Creative Works Conference	Students Explain: summarize their experience with the Research & Creative Works Conference, Sharing research and summarizing what they learned	_____/10
Final Exam and Exit Interview	Students will orally review and summarize their knowledge gained in the course	_____/10

		SPED 300 Course Outcomes				
	SPED 300 Assistive Technology Course outcome alignment to Idaho Standards for Exceptional Child Generalists	Students will demonstrate an understanding of Federal and state regulations regarding assistive technology and students with disabilities	Students will demonstrate the ability to identify methods for assessing student performance using assistive technology	Students will demonstrate the ability to identify and implement assistive technology devices supporting computer access for students with disabilities	Students will demonstrate an understanding of the types and uses of assistive technology devices including switches and augmentative communication boards	Students will demonstrate the ability to identify and implement assistive technology devices to support academic skills for students with disabilities
Idaho Standards for Exceptional Child Generalists	Standard 1: Learner Development and Individual Learning Differences - The teacher understands how exceptionalities may interact with development and learning and use this knowledge to provide meaningful and challenging learning experiences for individuals with exceptionalities.	K 1, 2, 3	K 3	K 2, 3 P2	K 2, 3 P2	K 2, 3 P2
	Standard 2: Learning Environments - The teacher creates safe, inclusive, culturally responsive learning environments so that individuals with exceptionalities become active and effective learners and develop emotional well-being, positive social interactions, and self determination.	K 1-4	K 1	K 2, 3 P 3	K 2, 3 P 3	K 2, 3 P 3
	Standard 3: Curricular Content Knowledge - The teacher uses knowledge of general and specialized curricula to individualize learning for individuals with exceptionalities.					K 2
	Standard 4: Assessment - The teacher uses multiple methods of assessment and data-sources in making educational decisions	K 4-7	K 4-7	K 4-7	K 4-7	K 4-7
	Standard 5: Instructional Planning and Strategies – The teacher selects, adapts, and uses a repertoire of evidence-based instructional strategies and interventions to advance learning of individuals with exceptionalities.	K 1-9 P 3, 4	K 1-9 P 3, 4	K 1-9 P 3, 4	K 1-9 P 3, 4	K 1-9 P 3, 4
	Standard 6: Professional Learning and Ethical Practices – The teacher uses foundational knowledge of the field and the their professional Ethical Principles and Practice Standards to inform special education practice, to engage in lifelong learning, and to advance the profession.	K 1	K 1	K 1	K 1	K 1
	Standard 7: Collaboration – The teacher will collaborate with families, other educators, related service providers, individuals with exceptionalities, and personnel from community agencies in culturally responsive ways to address the needs of individuals with exceptionalities across a range of learning experiences.	K 1, 5	K 1, 5	K 1, 5	K 1, 5	K 1, 5

BRIGHAM YOUNG UNIVERSITY
IDAHO

SPED 300: Assistive Technology WINTER 2016
January 6th – April 8th

Class Theme

Mosiah 4:15: *But ye will teach them to walk in the ways of truth and soberness; ye will teach them to love one another, and to serve one another.*

Instructor: Mike Christopherson Office: Hinckley 164 496-4154 christophersonm@byui.edu

Office Hours: M T W TH 9:30 AM-11:15 AM or by appointment

Time and Place: Section 1 T/TH 11:30am – 12:30pm Hinckley 271

Texts (2):
1. ***Assistive Technology in the CLASSROOM*** 2nd Edition by Dell, Newton & Petroff
2. ***Assistive Technology ACCESS for All Students*** 2nd Edition by Lawrence Beard

Course Description: An introduction to assistive technology devices and services when working with students with disabilities in a public education environment. The legal basis for assistive technology will be the foundational structure for exploring the use of assistive technology for assessment; the use of assistive technology for access; the use of assistive technology to support academic learning; and the use of assistive technology as an augmentative communication tool.

Course Outcomes: Upon completion of this course students will …
1. Develop a gospel perspective of teaching exceptional students.
2. Demonstrate an understanding of Federal and State regulations regarding assistive technology and students with disabilities.
3. Demonstrate the ability to identify methods for assessing student performance using assistive technology.
4. Demonstrate the ability to identify and implement assistive technology devices supporting computer access for students with disabilities.
5. Demonstrate an understanding of the types and uses of assistive technology devices including switches and augmentative communication boards.
6. Demonstrate the ability to identify and implement assistive technology devices to support academic skills for students with disabilities.

	SPED 300 Course Outcomes				
SPED 300 Assistive Technology Course outcome alignment to Idaho Standards for Exceptional Child Generalists	Students will demonstrate an understanding of Federal and state regulations regarding assistive technology and students with disabilities	Students will demonstrate the ability to identify methods for assessing student performance using assistive technology	Students will demonstrate the ability to identify and implement assistive technology devices supporting computer access for students with disabilities	Students will demonstrate an understanding of the types and uses of assistive technology devices including switches and augmentative communication boards	Students will demonstrate the ability to identify and implement assistive technology devices to support academic skills for students with disabilities
Standard 1: Learner Development and Individual Learning Differences - The teacher understands how exceptionalities may interact with development and learning and use this knowledge to provide meaningful and challenging learning experiences for individuals with exceptionalities.	Knowledge 1, 2, 3	Knowledge 3	Knowledge 2, 3 Performance 2	Knowledge 2, 3 Performance 2	Knowledge 2, 3 Performance 2
Standard 2: Learning Environments - The teacher creates safe, inclusive, culturally responsive learning environments so that individuals with exceptionalities become active and effective learners and develop emotional well-being, positive social interactions, and self-determination.	Knowledge 1-4	Knowledge 1	Knowledge 2, 3 Performance 3	Knowledge 2, 3 Performance 3	Knowledge 2, 3 Performance 3
Standard 3: Curricular Content Knowledge - The teacher uses knowledge of general and specialized curricula to individualize learning for individuals with exceptionalities.					Knowledge 2
Standard 4: Assessment - The teacher uses multiple methods of assessment and data-sources in making educational decisions	Knowledge 4-7	Knowledge 4-7	Knowledge 4-7	Knowledge 4-7	Knowledge 4-7
Standard 5: Instructional Planning and Strategies – The teacher selects, adapts, and uses a repertoire of evidence-based instructional strategies and interventions to advance learning of individuals with exceptionalities.	Knowledge 1-9 Performance 3, 4	Knowledge 1-9 Performance 3, 4	Knowledge 1-9 Performance 3, 4	Knowledge 1-9 Performance 3, 4	Knowledge 1-9 Performance 3, 4
Standard 6: Professional Learning and Ethical Practices – The teacher uses foundational knowledge of the field and the professional Ethical Principles and Practice Standards to inform special education practice, to engage in lifelong learning, and to advance the profession.	Knowledge 1	Knowledge 1	Knowledge 1	Knowledge 1	Knowledge 1
Standard 7: Collaboration – The teacher will collaborate with families, other educators, related service providers, individuals with exceptionalities, and personnel from community agencies in culturally responsive ways to address the needs of individuals with exceptionalities across a range of learning experiences.	Knowledge 1, 5	Knowledge 1, 5	Knowledge 1, 5	Knowledge 1, 5	Knowledge 1, 5

Course Assignments:

- Course assignments will be posted in I-Learn.
- This is a hands on course – many of the assignments will be doing assistive technology projects and collaborating with students from other majors.
- You must present an example of how Assistive Technology can improve independence or the quality of life at the Research & Creative Works Conference on the last Thursday of the semester.
- Tests-There will be tests and quizzes on each chapter. The final exam is comprehensive and done in a oral, exit interview style.
- An A.T. Project will be compiled over the course of the semester and presented electronically using PowerPoint or a website, or it can be compiled in hard copy using a binder or accordion file.
- You will also begin creating a SPED teaching Professional Portfolio.
- An "Assistive Technology to Enhance Communication" assignment will be also be required at midterm.

Professionalism—

Professionalism in attitude, behavior, and communication should be a part of every BYU-Idaho course. Therefore it is expected that you will:

• *Fully accept the challenges of teaching and learning* • *Uphold the highest standards of ethical behavior, integrity, and competency* • *Set goals for yourself; know what you want to achieve* • *Take initiative rather than wait to be told what to do* • *Be prepared every time you enter the classroom*	• *Dress in a respectable manner* • *Respect others; treat everyone with dignity* • *Demonstrate the ability to be a follower as well as a leader* • *Support and encourage peers* • *Always use proper speech, grammar, vocabulary and mechanics in both written and oral expression*

The ABC's of Professionalism, Kramer, P.A. ; *Teacher Professionalism*, Phelps, P.H.; Kappa Delta Pi Record, Fall, 2003

Assignment & Course Grade Definitions

A – Work is professional in appearance and content. Assignments and class participation represent outstanding understanding, application, and integration of subject material and extensive evidence of original thinking, skillful use of concepts, and ability to analyze and solve complex problems. Demonstrates diligent application of Learning Model principles, including initiative in serving other students

B – Work is professional in appearance and content but with some spelling and grammar concerns. Assignments and class participation represent considerable/significant understanding, application, and incorporation of the material which would prepare a student to be successful in next level courses, graduate school, or employment. The student participates in the Learning Model as applied in the course.

C – Work is professional in appearance but has multiple spelling and grammatical errors. Assignments and class participation represent sufficient understanding of the subject matter. The student demonstrates minimal initiative to be prepared for and participate in class discussions and assignments. The student participates only marginally in the Learning Model.

D – Work is unprofessional in appearance and/or has multiple spelling and grammatical errors. Assignments and class participation represent poor performance and initiative to learn and understand and apply course materials. Retaking a course or remediation may be necessary to prepare for additional instruction in this subject matter

F – Represents failure in the assignment and/or course due to unprofessionalism and/or incompleteness of assignments and/or unprofessionalism and/or non-participation in class and the Learning Model.

Grading:

A = 94-100	B- = 80-83.99	D+= 67-69.99
A- = 90-93.99	C+ = 77-79.99	D = 64-66.99
B+ = 87-89.99	C = 74-76.99	D- = 60-63.99
B = 84-86.99	C- =70-73.99	F = 59.99 and below

Assignment Due Dates: Assignments should be turned in on the scheduled date posted on I-Learn. Students are expected to turn in their homework assignments on time. I do accept late work, *though the score will be significantly reduced.* An assignment that is late will automatically receive a score reduced by *5 percentage points for each day that it is late.* Too many late assignments or too much missing work may require a meeting with me; however, it is your responsibility to understand where you stand in the class. *Zeroes may be posted on our gradebook as a reminder that you need to finish your work.*

Evaluation

Performance evaluation for this course will be determined by class attendance, the quality of class assignments, level of preparation for class on a daily basis, and class participation.

- **Professionalism**:
  - It is expected that you will **be in class and on time** each day. It is **disruptive and disrespectful** for students to come in/out of the classroom during instruction except in cases of an emergency.

Attendance:

- **Attendance and participation points are earned for each class session.**
- All absences will result in a loss of attendance points with the **exception** of a school-excused absence

Cell Phones:

- **Cell phones** should not be used in the learning environment; if you need to access your phone for any reason please step outside of the classroom setting to do so
- ***Participation points will be deducted for accessing or using cell phones within the learning environment.***

Level of Preparation: Please come each class day having read and pondered the assigned material and prepared to share your thoughts, ideas, and insights. Make sure you have responded to the assigned questions relevant to our topic of discussion.

TITLE IX OF THE EDUCATION AMENDMENTS OF 1972 PROHIBITS SEX DISCRIMINATION AGAINST ANY PARTICIPANT IN AN EDUCATION PROGRAM OR ACTIVITY THAT RECEIVES FEDERAL FUNDS, INCLUDING FEDERAL LOANS AND GRANTS. TITLE IX ALSO COVERS STUDENT-TO-STUDENT SEXUAL HARASSMENT. IF YOU ENCOUNTER UNLAWFUL SEXUAL HARASSMENT OR GENDER BASED DISCRIMINATION, PLEASE CONTACT THE PERSONNEL OFFICE AT 496-1130.

BRIGHAM YOUNG UNIVERSITY-IDAHO IS COMMITTED TO PROVIDING A WORKING AND LEARNING ATMOSPHERE WHICH REASONABLY ACCOMMODATES QUALIFIED PERSONS WITH DISABILITIES. IF YOU HAVE ANY DISABILITY WHICH MAY IMPAIR YOUR ABILITY TO COMPLETE THIS COURSE SUCCESSFULLY, PLEASE CONTACT THE **SERVICES FOR STUDENTS WITH DISABILITIES OFFICE, 496-1158**. REASONABLE ACADEMIC ACCOMMODATIONS ARE REVIEWED FOR ALL STUDENTS WHO HAVE QUALIFIED DOCUMENTED DISABILITIES. SERVICES ARE COORDINATED WITH THE STUDENT AND INSTRUCTOR BY THIS OFFICE. IF YOU NEED ASSISTANCE OR IF YOU FEELYOU HAVE BEEN UNLAWFULLY DISCRIMATED AGAINST ON THE BASIS OF DISABILITY, YOU MAY SEEK RESOLUTION THROUGH ESTABLISHED GRIEVANCE POLICY AND PROCEDURES. YOU SHOULD CONTACT THE PERSONNEL OFFICE AT 496-1130.

In compliance with applicable disability law, qualified students with a disability may be entitled to "reasonable accommodations." It is the student's responsibility to disclose to the teacher any special need she/he may have before the end of the first week of class.

Course Title:
SPED 380
Legal Issues, Policies and Procedures

Course Description:
An in-depth examination of special education law, including the policies and procedures implemented in public education. IDEA, Section 504 and ADA will be compared and applied to the school setting. The six basic principles of IDEA and their implementation in special education services will be studied along with the legal requirements of disciplinary procedures for students with disabilities. Students will learn their role in ensuring that legal rights and responsibilities of students with disabilities, their parents and teachers are protected.

Course Outcomes:
1. Students will demonstrate an understanding of Special Education Law, including the history of federal regulations and case law.
2. Students will demonstrate an understanding of the components of and similarities/differences between IDEA, Section 504 and ADA.
3. Students will demonstrate an understanding of the referral, evaluation and eligibility process as it relates to special education services.
4. Students will demonstrate an understanding of the six basic principles of IDEA and their implementation in special education services.
5. Students will demonstrate an understanding of federally-mandated disciplinary procedures for students with disabilities.

Documents to Follow:
- Chart to show alignment of course outcomes with Idaho Standards for Exceptional Child Generalists
- Course syllabus
- Assessment tools to measure competency and skill

Final Examination – Winter 2016

R. Dean Cloward, PhD

SPED 380 – Legal Issues

DIRECTIONS: Answer the following questions with brief and concise answers. Do not pad your answers. If you are quoting or paraphrasing, give a citation (in text or at the end of your answer). Use 12 font, one inch margins. Proof read your response. Each item's worth is noted for a total of 100 points on the exam.

1. (30 points)FAPE is the most essential element and requirement under IDEA. It is simple in definition, but complex in its ramifications on procedures and practice. Consider all you read in your textbook, case laws, and other preparations you made for class mock courts. Then, write an essay that demonstrates your knowledge of the full concept of FAPE and use case examples, stories, or visual illustrations to convey your ideas.

2. (25 points) Currently, one of the more highly litigated areas in special education concerns placement of students with disabilities in the least restrictive environment. Define the term least restrictive environment (LRE). Explain the continuum of placements. A number of court cases have clarified the meaning of LRE. Explain the important aspects of these cases. What should school districts do to make certain they are in compliance with this aspect of the IDEA? What "rules" should govern their behavior?

3. (25) What are procedural safeguards, as outlined in Chapter 12? Name and describe as many as you can. Where possible, describe a case law associated with each one. Describe the ramification/implications associated with these safeguards relevant to your future career.

4. (20 points) Select ONE of the following to write about:

    a. Create a decision flow chart explaining the process and procedures related to making decision about misbehavior of a child on an IEP. Clarify timelines, the role of FBA and BIPs, and manifestation determination. Include who performs what, why, and when.

    c. What is bullying and harassment? Describe what we know from statutory law, case law, and OCR Dear Colleague letters. What provisions must a school take to protect and prevent bullying? When an incident is reported, what must a school do to respond? How is bullying related to FAPE under 504 and IDEA?

    d. You have been asked by your school district to write the content for a brochure to be given to parents to explain the principles of IDEA (and 504). List and describe each one in such a way that most parents would easily understand them.

    e. You have been asked to consult on a case in your school district similar to Cedar Rapids and Tatro. Summarize the two cases and what was at issue in the cases in a way that your general education peers would understand and be able to apply to their decision at hand.

Mid-term exam – SPED 380 – Legal Issues **R. Dean Cloward, PhD**
Covering Chapters 1 – 7
Winter 2016

INSTRUCTIONS: Open a WORD document (or some other word-processing software) and type your response to the following questions. After you done, then refresh your I-Learn page to assure you are still logged in, and then submit your document on I-Learn.

1. (25) Explain the history of Special Education as it is today, looking back 100 years. What has changed and how did that change occur? Consider statutory law, case law, and social advocacy/organizations. Make sure you address what influences drove the change and how those influences are still relevant today. Be thorough.

2. (25) Section 504 and IDEA have more in common than different. Compare and contrast 504 and IDEA. Describe their purposes, their similarities, and their differences. You are not limited to words (e.g., use a graphic organizer, a Venn diagram, or a table to assist you if that makes more sense to you). What principles and concept are related to both of them?

3. (25) Explain the three levels of courts in the United States (federal judiciary)? What are the functions of these courts? What is their hierarchy from least to most powerful? What are their primary responsibilities? Detail the differences to between the state and federal systems. What is horizontal and vertical power?

4. **Short Answer Questions – answer five of the following:**

   A. (5) Explain FAPE
   B. (5) Describe a case, in detail from one of the chapters you read.
   C. (5) What are procedural safeguards rights? Name and explain each one.
   D. (5) What happens when a parent disagrees with the school's decision regarding an IEP?
   E. (5) What is the role of the parent in process of writing an IEP?
   F. (5) What are the steps of writing an IEP and how do they relate to student success?
   G. (5) Draw a chart that shows and explains the steps from referral to final placement in a Special Education classroom.
   H. (5) How many federal appellate circuits are there in the United States? In which circuit do you live in Idaho? Describe what you know about our circuit and how conservative or liberal it is compared to others
   I. (5) Detail a 5 step genealogy of a court cases representing a precedence of one of the principles of IDEA
   J. Describe the purposes, provisions, and procedures of ADA.
   K. Describe the purposes, provisions, and procedures of Elementary and Secondary Education Act (ESEA/NCLB/ESSA).

		SPED 380 Course Outcomes				
	SPED 380 Legal Issues, Policies and Procedures Course outcome alignment to Idaho Standards for Exceptional Child Generalists	Students will demonstrate an understanding of Special Education Law, including the history of federal regulations and case law	Students will demonstrate an understanding of the components of and similarities/differences between IDEA, Section 504 and ADA	Students will demonstrate an understanding of the referral, evaluation and eligibility process as it relates to special education services	Students will demonstrate an understanding of the six basic principles of IDEA and their implementation in special education services	Students will demonstrate an understanding of federally-mandated disciplinary procedures for students with disabilities
Idaho Standards for Exceptional Child Generalists	Standard 1: Learner Development and Individual Learning Differences - The teacher understands how exceptionalities may interact with development and learning and use this knowledge to provide meaningful and challenging learning experiences for individuals with exceptionalities.	K 1, 2, 3	K 1, 2, 3 P 2	K 1, 2, 3 P 2	K 1, 2, 3 P 2	K 1, 2, 3 P 2
	Standard 2: Learning Environments - The teacher creates safe, inclusive, culturally responsive learning environments so that individuals with exceptionalities become active and effective learners and develop emotional well-being, positive social interactions, and self determination.	K 2 P 2	K 2 P 2	K 2 P 2	K 2 P 2	K 1, 4 P 1, 4
	Standard 3: Curricular Content Knowledge - The teacher uses knowledge of general and specialized curricula to individualize learning for individuals with exceptionalities.					
	Standard 4: Assessment - The teacher uses multiple methods of assessment and data-sources in making educational decisions	K 7				
	Standard 5: Instructional Planning and Strategies – The teacher selects, adapts, and uses a repertoire of evidence-based instructional strategies and interventions to advance learning of individuals with exceptionalities.					
	Standard 6: Professional Learning and Ethical Practices – The teacher uses foundational knowledge of the field and the their professional Ethical Principles and Practice Standards to inform special education practice, to engage in lifelong learning, and to advance the profession.	K 1-5 P 1, 4	K 1-5 P 1, 4	K 1-5 P 1, 4	K 1-5 P 1, 4	K 1-5 P 1, 4
	Standard 7: Collaboration – The teacher will collaborate with families, other educators, related service providers, individuals with exceptionalities, and personnel from community agencies in culturally responsive ways to address the needs of individuals with exceptionalities across a range of learning experiences.	K 1-6 P 1-3	K 1-6 P 1-3	K 1-6 P 1-3	K 1-6 P 1-3	K 1-6 P 1-3

SPED 380 - Legal Issues (Special Educ. Law) Winter 2016

Monday, Wednesday, and Friday 12:45 to 1:45 PM

Invitation

Come with me on a path of learning, a journey together. This is an invitation to ACT, that you might KNOW, LEARN, and BECOME, as you seek truth from the best books, from each other, and via the spirit. I hope the secular and spiritual can be interwoven in our class for deep learning and critical change, as you become more like your Savior, Jesus Christ.

> *We have a tendency to compartmentalize the restored gospel into a lengthy list of things to do – as separate and unrelated "applications" to be accomplished and checked off. Daily scripture study – check. FHE – check. Personal and family prayer – check. Temple attendance – check. Home & visiting teaching – check. …the Power of the Savior's gospel to bless and guide us comes from the connectedness and interrelatedness of its doctrines, principles and practices. Only as we gather together in one all things in Christ can we diligently strive to become what God desires us to become.*
>
> *~ Elder David A. Bednar*

> *"You show your trust in Him when you listen with the intent to learn…and then you go and do whatever He asks….And if you then go and do what He would have you do, your power to trust Him will grow, and in time you will be overwhelmed with gratitude to find that He has come to trust you." President Eyring, GC Oct 2010*

Instructors

R. Dean Cloward, Ph.D.
Office: 353D HIN Phone: 496-4110
Office hours: 2 to 4 PM Monday, 10 to 11 Friday or by appointment

Email and Office Hours

I cherish above all else the individual time I spend with students teaching them and learning from them about the course, the gospel, and life. To safeguard such time and to safeguard time I need to spend with my family and colleagues, please respect the following guidelines:

1) Limit emails to information that only I can provide. Do not email me about information that you can easily lookup yourself in the syllabus or course catalog. Do not email me about information we pay advisors in the ADC to give to you. Do not ask me for information we train secretaries and student secretaries to have for you. I will spend as much time as needed to help with the tasks that only I can do. I love serving you.
2) Visit me during my office hours OR schedule an appointment, rather than stopping at my office at some other time. I welcome you to come by for information related to this course, your major and related problems, professional development and related questions, and even personal problems. I love to talk with students. I learn as much or more from you, as you do from me. I love to counsel students and I have professional training when needed to help with problems. So please come by when it is me that you need to see, just provide me the courtesy of scheduling your visit, if possible.

Prerequisites

SPED 200 (or ED 200). Students will understand material easier and faster with a foundation of SPED 310.

Course Description

An in-depth examination of special education law, including the policies and procedures implemented in public education. IDEA, Section 504 and ADA will be compared and applied to the school setting. The six basic principles of IDEA and 504, along with their implementation in serving student with special needs will be studied. Students will learn their role in ensuring that legal rights and responsibilities of students with disabilities, their parents and teachers are protected.

Learning Outcomes (Course Objectives)

1. Students will demonstrate an understanding of Special Education Law, including the history of federal regulations and case law.
2. Students will demonstrate an understanding of the components of and similarities/differences between IDEA, Section 504 and ADA.
3. Students will demonstrate an understanding of the referral, evaluation and eligibility process as it relates to special education services.
4. Students will demonstrate an understanding of the six basic principles of IDEA and their implementation in special education services.
5. Students will demonstrate an understanding of federally-mandated disciplinary procedures for students with disabilities.

Learning Model

- I expect you to know the Learning Model well enough to answer impromptu questions about it either orally or in a pop quiz. It is the expectation of this course that you understand the model and use the model, both the principles and the processes.

Principles

1. Exercise faith in the Lord Jesus Christ as a principle of action and power.
2. Understand that true teaching is done by and with the Holy Ghost
3. Lay hold upon the word of God - as found in the Holy Scriptures and in the words of the prophets - in all disciplines.
4. Act for themselves and accept responsibility for learning and teaching
5. Love, serve and teach one another.

Processes

- **Prepare**
  Consider:
  - You are not only preparing to learn for class, but you are preparing for your profession, roles and responsibilities within the church, and most importantly, roles and responsibilities within your family. Invest with your heart.
  - Preparation is the investment required to be taught by the spirit. Thus, because we prepared we merit divine intervention. Don't limit what the Lord may teach you, by failing to prepare well.
  - Most students who have taken this course, report that is the most challenging course that have ever had. A distinguishing feature between students that do well and those who struggle is how well they prepare to learn.

This class is based on an expectation that you master the material. Mastery requires more than the typical high school effort of a quick read, casual notes in class, and memorization of key material. Mastery will require sustained attention to the concepts, details, and flow of course content. It will require inquiry and self-motivation. Here are a few guidelines to assist you:

1. There are a number of preparation activities listed in I-learn associated with each content area we discuss. Please engage yourself in these preparation activities prior to reading the text or attending the gathering time in class. They are designed to prime you for that learning. Each student studies and learns differently, and thus, I have given you many different resources to help you learn. You do NOT need to use them all, but select among them to find that which helps you the most.
2. Read assigned material before class and be prepared to summarize it, be quizzed on it, or teach it to your peers. This will require you to read material more than once and annotate as you read. Replace highlighting your textbook with circling key terms, underlining key phrases and definitions of terms, draw lines between related concepts, and make notes to facilitate retention and understanding: Write a summary statement for each page in the top margin, write

insights/impressions/personals experiences/comments in the side margin, and write a question that represents how you might assess the concepts from that page in the bottom margin. Make your text come alive to you.

3. Review and annotate your lecture notes immediately after class, again within 24 hours of class, and again within one week of class. Review your notes and annotations briefly again before taking the exam.

- **Teach one another**

Teaching the material to someone else accomplishes many goals. First it will help you to solidify what you learned. You will understand it better and retain it longer, if you have taught it. Second, it will help you realize what you have not learned well. As you teach it, you will see the holes in your learning, especially if the person you are teaching is paying attention and asks questions. Third, acting is an expression of faith. When we "act" we invite the spirit to teach. Thus, when we act upon that which we know, we merit divine intervention. It will stimulate questions and answers tailored to us personally. These promptings will be tailored to our individual futures and lives. Until we do so, the spirit is limited in its ability to help us. The only way to know that you are prepared for your professional or for your exam, etc. is how well you are able to teach the concepts to others, especially to those who have never had the course before. I recommend you do the following:

1. Teach two people the content you learned in our gathering time (class) within 48 hours of learning it.
2. Meet with a group from class at least once a week for an hour to discuss the readings, lecture material, and preparation assignments. Use your time wisely and stay focused. Write what you learned, insights, and impressions in your notes. Annotate your notes with your learning. Again, some of what occurs in your heart and mind will be for you only. Treat such sacred revelation as such.
3. Allow others to teach you. Seek people with disabilities, those who teach children, parents of children with disabilities, or friends that may have insight into the material you are learning.
4. There will be opportunities to teach each other in class regularly as well. Be an active and engaged participant.
5. Seek the help of your peers, the class tutor, the learning center, and me to assist your learning.

- **Ponder and prove**

Search, ponder, and pray are concepts that we have been taught since our youth as the means to greater understanding. We have been taught recently (by Elder Bednar, President Clark, and others) that this is also the means to merit divine intervention and guidance through the spirit. To consider deeply the meaning, application, and purpose of concepts taught in class will prepare your heart for confirmation of truth. Gathering data through participation activities will provide evidence to assist you in **proving** these truths. Consider:

1. Nephi taught his brother to liken (1 Nep 19:23) the scriptures unto yourselves as the means to understand and internalize the personal meaning of each scripture.
2. I recommend you make your learning a matter of daily prayer. Put secular learning second to spiritual learning. Spend time in your scriptures each day as well. Read from modern revelation. Attend devotional addresses.
3. Ask yourself from the perspective of a future teacher, how the material has applicability in your classroom, how you might serve these children with disabilities, or what information you will need to know to be successful with these children.
4. Ask what scriptural concepts, principles, or doctrines have basis to help us understand the precepts taught. What would Christ teach us further about this or how would He apply it if He were teaching/taking the class?
5. Ponder and prove is dependent on preparation. Reflection can be effective in increasing understanding and deepening commitment/testimony. Consider how you "used to think," compared to "how you currently think."
6. See opportunities to apply your learning across every possible setting possible and then reflect upon your success.

Performance Assessment (Grade)

Notices and expectations

1. This is a junior level course. Unlike other courses you may have taken where your learning may have been directed by the professor, I expect you to take are larger role and be responsible for your own learning. You are expected to be in class for 3 hours and to do 6 hours of work outside of class each week. I will not dictate what you need to read comprehensively. Find additional readings that relate and extend your learning. I expect you to read and know the course objectives and seek to achieve them via your own studies. The nature of this course will require significant effort on your part and staying current with reading and other assignments. If you get behind by more than one reading assignment, please come see me.
2. This class will include extensive group work and thus will require your active participation. If you struggle to participate in groups, I recommend that you meet with me to formulate a plan for your success.

Late work

All assignments are due in class before the lecture begins each Friday, unless otherwise stated.

I encourage you to turn in assignments early, especially if you know you may be out of town or have a conflict. I understand life happens to us all and that a late assignment is sometimes unavoidable. Yet, some students have yet to manage their affairs and perpetually turn things in late. Professionally you must master punctuality. No supervisor will tolerate perpetually late work. Consequently, to encourage the development of organizational skills and punctuality, only one assignment may be turned in late. You may turn it in up to 48 hrs after the deadline. The second late assignment turned in late will be counted off 50% and all others will take a grade of zero (no credit). Peer graded assignments (reports) turned in late will be graded by the TA's or me. To turn in something late, attach a written statement as to why it is late and how you want me to grade the assignment (e.g., "please count this as my freebie" or "grade this one 50% off"). You may use the late coupons at the end of this syllabus if you choose or write up your own. All late work will be graded after other grading is complete and that could be a few days or a week after other paperwork is returned. That counts for illness and excused absences as well. Thus, use your freebie wisely. **DO NOT ASK FOR AN EXCEPTION.**

Grading

In course grades will be evaluated based on the following breakdown:

Grading Scale:

Competency-based learning

Grade	entered in grade book
Pass plus	100%
Pass	85%
Pass minus	75%
Fail and redo	65%

Exams and other summative assessments:

		A	94-100%	A-	90-93.99%
B+	87-89.99%	B	84-86.99%	B-	80-83.99%
C+	77-79.99%	C	74-76.99%	C-	70-73.99%
D+	67-69.99%	D	64-66.99%	D-	60-63.99%
F	Below 60%				

Final grades will be awarded based on the following guidelines:

A = 90-100% C = 70-79% F = 0-59%
B = 80-89% D = 60-69%

Learning Assessment and Learning Activities

This course is partially self-graded, in that you will do a lot of self-evaluation and reflection, including recommending your own final grade using a rubric and a face-to-face exit interview. You will drive your own learning. If you struggle with this, would like assistance, or do not feel you are driving your own learning well, then please come see me.

Higher, Wider, Deeper Project (25% of your final grade) – a self-guided project, based on a self-selected theme/topic where you will practice researching skills that you will use throughout your profession and at the same time advance your learning and the learning of your peers.

Exams (30% of your final grade) – Two exams, a mid-term and final, will be administered during the semester. The exams will be essay exams.

Case Briefs and other assignments (25% of your final grade) – Described on I-Learn.

Group work (20% of your final grade) – Group work will be a frequent activity in class as you struggle to understand and apply the concepts of the law. Further, the class will include mock court, hearings, and IEP meetings.

Textbook, Readings, and Textbook Study Guides

- Textbook: *The Law and Special Education, Fourth Edition,* Yell, Mitchell L.
- Additional required readings: As assigned on I-Learn or in class.

Class Schedule and due dates

Provided separately on I-Learn as an Excel Spreadsheet.

Other expectations

Attendance/promptness is expected. Please show respect for me as your teacher and for your fellow students by:

1) Arriving early and never late.
2) Coming prepared and participating.
3) Never missing class.

Do not miss class and then come up to me later and ask "did I miss anything important" as the implied message is that I must regularly teach unimportant things. Instead, please come to me for help, but do so after you have talked with two peers and copied notes from them, completed assigned reading, and reviewed related lecture material (i.e., Power Points, handouts, etc.) – then come to me and say, "I have talked with two peers, reviewed lecture notes from them, reviewed lecture material, and completed all assigned reading. What else should I do to master the material?"

Stay up with or ahead of the pace of class: It is critical that you do not fall behind in your reading or course assignments. Plan ahead. All assignments and due dates are listed on the syllabus. Assignments are due at the beginning of class on the designated date. Turning work in on time is a sign of professionalism and respect for not only your instructor but the other students in the class. See policy under G*rades* above regarding late work.

The *Honor Code* and *Dress & Grooming Standards* will be enforced in class or when representing the university. I enforce them, not just because you committed to honor it, but because I expect you to look professional (like a teacher) as you act in the role of a student in this class. I will focus on doing and becoming, rather than the "do-

nots." Consequently, please **dress up** when you come to class or when doing service for this class. Look your best.

Academic Integrity. I expect the highest levels of academic integrity from you. Those failing to demonstrate academic integrity will be referred to the Dean of Students office and discipline from me may include any or all of the following: Reading/writing assignments to teach, failure on the assignment/exam, failure in the class, and/or a service/learning experience. The university policy regarding academic integrity is listed below.

Academic Learning Center (tutoring center): Go to http://www.byui.edu/AcademicLearning, or go to McKay Library 272 for information about how the writing, reading, math, and study skills centers can help you increase success in all of your classes. To schedule a tutor for a specific class, log on to Tutor Request under Student Services and follow the instructions. Ask me for more information as needed.

This syllabus is subject to change, based on the demands (learning or otherwise) of this course, the university, and the students in the class.

Other notices and policies

Student Placement

There is a strong probability that your student-teaching placement will be a distant learning site placement. Distant site placements are limited to certain locations and will mean a move and establishment of a new apartment and may be more expensive than campus-based sites. Campus-based student teaching sites will require significant commuting for many. There will be some unanticipated program expenses that develop throughout the program.

Sexual Discrimination

Title IX of the education amendments of 1972 prohibits sex discrimination against any participant in an education program or activity that receives federal funds, including federal loans and grants. Title IX also covers student-to-student sexual harassment. If you encounter unlawful sexual harassment or gender based discrimination, please contact the personnel office at 496-1130.

Accommodations for Disabilities

Brigham Young University-Idaho is committed to providing a working and learning atmosphere which reasonably accommodates qualified persons with disabilities. If you have any disability which may impair your ability to complete this course successfully, please contact the Services for Students With Disabilities office, 496-1158. Reasonable academic accommodations are reviewed for all students who have qualified documented disabilities. Services are coordinated with the student and instructor by this office. If you need assistance or if you feel you have been unlawfully discriminated against on the basis of disability, you may seek resolution through established grievance policy and procedures. You should contact the personnel office at 496-1130. In compliance with applicable disability law, qualified students with a disability may be entitled to "reasonable accommodations." It is the student's responsibility to disclose to the teacher any special need she/he may have before the end of the first week of class.

Academic Honesty Policy – Definitions

Intentional Plagiarism is the deliberate act of representing the words, ideas, or data of another as one's own without providing proper attribution to the author through quotation, reference or footnote.

Inadvertent Plagiarism involves the inappropriate, but non-deliberate, use of another's words, ideas or data without proper attribution. Although not a violation of the Honor Code, it is a form of academic misconduct for which an instructor can impose appropriate academic sanctions. Students who are in doubt as to whether they are providing proper attribution have the responsibility to consult with their instructor and obtain guidance.

Plagiarism may occur with respect to unpublished as well as published material. Examples include:

- Direct Plagiarism—the verbatim copying of an original source without acknowledging the source.

- Paraphrased Plagiarism—the paraphrasing, without acknowledgment, of ideas from another that the reader might mistake for his/her own.
- Plagiarism Mosaic—the borrowing of words, ideas or data from an original source and blending this original material with one's own without acknowledging the source.
- Insufficient Acknowledgement—the partial or incomplete attribution of words, ideas or data from an original source.

Fabrication or Falsification is a form of dishonesty where a student invents or distorts the origin or content of information used as authority. Examples include:

- Citing a source that does not exist.
- Citing information from a source which is not included in the source for which credit is given.
- Citing a source for a secondary proposition which it does not support.
- Citing a bibliography source when it was neither consulted nor cited in the body of the paper.
- Intentionally distorting the meaning or applicability of data.
- Inventing data or statistical results to support conclusions.

Cheating is a form of dishonesty where a student attempts to give the appearance of a level of knowledge or skill that has not been obtained. Examples include:

- Copying from another person's work during an examination or while completing an assignment.
- Allowing someone to copy from you during an examination or while completing an assignment.
- Using unauthorized materials during an examination or while completing an assignment.
- Collaborating on an examination or assignment without authorization.
- Taking an examination or completing an assignment for another, or permitting another to take an examination or to complete an assignment for you.

Other Academic Misconduct includes other academically dishonest, deceitful or inappropriate acts which are intentionally committed. Examples include but are not limited to:

- Inappropriately providing or receiving information or academic work so as to gain unfair advantage over others.
- Planning with another to commit any act of academic dishonesty.
- Attempting to gain an unfair academic advantage for oneself or another by bribery or by any act of offering, giving, receiving, or soliciting anything of value to another for such purpose.
- Changing or altering grades or other official educational records.
- Obtaining or providing to another a test or answers to a test which has not been administered.
- Breaking and entering into a building or office for the purpose of obtaining an unauthorized test.
- Continuing work on an examination or assignment after the allocated time has elapsed.
- Submitting the same work for more than one class without disclosure and approval.
- Getting equal credit on group assignments when equal work was not done.

Academic Honesty Policy – Adjudication Procedures

Faculty are responsible to establish and communicate to students their expectations of behavior with respect to academic honesty and the student's conduct in their course. The instructor will be responsible to investigate any incident of academic dishonesty or misconduct, determine the circumstances, and take appropriate action. Examples include but are not limited to the following:

- Reprimanding the student orally or in writing.
- Requiring work affected by the academic dishonesty to be redone.
- Administering a lower or failing grade on the affected assignment, test or course.
- Work with the Dean of Students to remove the student from the course.
- Recommending to the Dean of Students that the student be put on probation or dismissed.

If the incident involves the violation of a public law, e.g., breaking and entering into an office or stealing an examination, the act should be reported to University Police.

For the purpose of tracking, suspected or proven violations of the Academic Honesty Policy should be reported to the Dean of Students office—name, incident, action taken. If the occurrence is sufficiently egregious or if a pattern of dishonesty or misconduct is discovered additional action may be taken on behalf of the university based upon the nature of the infraction.

If an affected student disagrees with the determination or action and is unable to resolve the matter to the mutual satisfaction of the student and the instructor, he/she may have it reviewed through the university's grievance process.

Course Title:
SPED 381
Evidence-Based Practices

Course Description:
An introduction to evidence-based practices as related to the field of special education. Types of educational research will be examined along with legal policies and criteria for identifying evidence-based practices. Students will be exposed to current evidence-based practices such as Response to Intervention and Positive Behavioral Interventions and Supports and learning and their implementation in the educational environment.

Course Outcomes:

1. Students will identify the components Evidence-Based Practices as related to the field of Special Education.
2. Students will demonstrate an understanding of the current legal policies related to Evidence-Based Practices.
3. Students will demonstrate the ability to distinguish between Evidence-Based Practices and Non Evidence-Based Practices.
4. Students will demonstrate understanding of the components and implementation process for Response to Intervention (RTI).
5. Students will demonstrate understanding of the components and implementation process for Positive Behavioral Interventions and Support (PBIS).

Documents to Follow:

- Chart to show alignment of course outcomes with Idaho Standards for Exceptional Child Generalists
- Course syllabus
- Assessment tools to measure competency and skill

SPED 381
Introductory- Competency Assessment Rubric (I-CAR)

Students will identify the components Evidence-Based Practices as related to the field of Special Education	Students explain: the components Evidence-Based Practices as related to the field of Special Education	_____/10
Students will demonstrate an understanding of the current legal policies related to Evidence-Based Practices	Students Explain: the current legal policies related to Evidence-Based Practices	_____/10
Students will demonstrate the ability to distinguish between Evidence-Based Practices and Non Evidence-Based Practices	Students Explain: how to distinguish between Evidence-Based Practices and Non Evidence-Based Practices	_____/10
Students will demonstrate understanding of the components and implementation process for Response to Intervention (RTI)	Students Explain: the components and implementation process for Response to Intervention (RTI)	_____/10
Students will demonstrate understanding of the components and implementation process for Positive Behavioral Interventions and Support (PBIS)	Students Explain: the components and implementation process for Positive Behavioral Interventions and Support (PBIS)	_____/10
Students will understand components of the Standards-Based IEP and how it can be linked to instruction	Students Explain: the components of the Standards-Based IEP and examples of ways that they have linked IEP goals to instruction	_____/10
Final Exam and Exit Interview	Students will orally review and summarize their knowledge gained in the course	_____/10

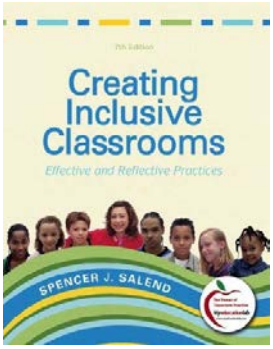
		SPED 381 Course Outcomes				
	SPED 381 Evidence-Based Practices Course outcome alignment to Idaho Standards for Exceptional Child Generalists	Students will identify the components Evidence-Based Practices as related to the field of Special Education	Students will demonstrate an understanding of the current legal policies related to Evidence-Based Practices	Students will demonstrate the ability to distinguish between Evidence-Based Practices and Non Evidence-Based Practices	Students will demonstrate understanding of the components and implementation process for Response to Intervention (RTI)	Students will demonstrate understanding of the components and implementation process for Positive Behavioral Interventions and Support (PBIS)
Idaho Standards for Exceptional Child Generalists	Standard 1: Learner Development and Individual Learning Differences - The teacher understands how exceptionalities may interact with development and learning and use this knowledge to provide meaningful and challenging learning experiences for individuals with exceptionalities.	K 1-3	K 1-3	K 1-3	K 1-3	K 1-3
	Standard 2: Learning Environments - The teacher creates safe, inclusive, culturally responsive learning environments so that individuals with exceptionalities become active and effective learners and develop emotional well-being, positive social interactions, and self determination.				K 3	K 1, 2, 4
	Standard 3: Curricular Content Knowledge - The teacher uses knowledge of general and specialized curricula to individualize learning for individuals with exceptionalities.	K 1, 2	K 1, 2	K 1, 2	K 3	
	Standard 4: Assessment - The teacher uses multiple methods of assessment and data-sources in making educational decisions				K 3-7	K 3
	Standard 5: Instructional Planning and Strategies – The teacher selects, adapts, and uses a repertoire of evidence-based instructional strategies and interventions to advance learning of individuals with exceptionalities.				K 1, 2, 4-8 P 4, 6	
	Standard 6: Professional Learning and Ethical Practices – The teacher uses foundational knowledge of the field and the their professional Ethical Principles and Practice Standards to inform special education practice, to engage in lifelong learning, and to advance the profession.	K 5	K 5	K 5	K 5	K 5
	Standard 7: Collaboration – The teacher will collaborate with families, other educators, related service providers, individuals with exceptionalities, and personnel from community agencies in culturally responsive ways to address the needs of individuals with exceptionalities across a range of learning experiences.				K 1-6 P 1	K 1-6 P 1

Instructor: **Mike Christopherson** Office: Hinckley 164 496-4154 christophersonm@byui.edu

Office Hours: M-F 11:00 AM-12:30 PM or by appointment

Time and Place: Section 1 M/W/F 2:00pm – 3:00pm Hinckley 271

Required Texts:



Creating Inclusive Classrooms: *Effective and Reflective Practices* (7th Edition) by Spencer J. Salend



Common Core and the Special Education Student: *Your Guide to Instructional Shifts and Implementing Services and Supports* By Mary Schillinger and Becky Wetzel

Subscribe to: www.cec.smartbrief.org www.wrightslaw.org See I-Learn for additional readings.

Course Description: An introduction to evidence-based practices as related to the field of special education. Types of educational research will be examined along with legal policies and criteria for identifying evidence-based practices. Students will be exposed to current evidence-based practices such as Response to Intervention and Positive Behavioral Interventions and Supports and their implementation in the educational environment.

The purpose of the course is to prepare pre-service teachers to provide evidence-based language arts and math instruction to students with disabilities in inclusive settings. An emphasis is placed on results of research and

proven methods of instruction for teaching beginning reading and math to children with learning difficulties. The course stresses a behavioral approach to teaching, as well as the development and implementation of intervention strategies for various populations of children with exceptionalities in inclusive settings. Additional topics include modifications and adaptations of materials, effective teaching, learning strategies, lesson planning, assessment, and individualized education programs.

Course Outcomes: Upon completion of this course students will …

1. Develop a gospel perspective of teaching exceptional students.
2. Identify the components Evidence-Based Practices as related to the field of Special Education.
3. Demonstrate an understanding of the current legal policies related to Evidence-Based Practices.
4. Demonstrate the ability to distinguish between Evidence-Based Practices and Non Evidence-Based Practices.
5. Demonstrate understanding of the components and implementation process for Response to Intervention (RTI).
6. Demonstrate understanding of the components and implementation process for Positive Behavioral Interventions and Support (PBIS)

		SPED 381 Course Outcomes				
	SPED 381 Evidence-Based Practices Course outcome alignment to Idaho Standards for Exceptional Child Generalists	Students will identify the components Evidence-Based Practices as related to the field of Special Education	Students will demonstrate an understanding of the current legal policies related to Evidence-Based Practices	Students will demonstrate the ability to distinguish between Evidence-Based Practices and Non Evidence-Based Practices	Students will demonstrate understanding of the components and implementation process for Response to Intervention (RTI)	Students will demonstrate understanding of the components and implementation process for Positive Behavioral Interventions and Support

						(PBIS)
Idaho Standards for Exceptional Child Generalists	Standard 1: Learner Development and Individual Learning Differences - The teacher understands how exceptionalities may interact with development and learning and use this knowledge to provide meaningful and challenging learning experiences for individuals with exceptionalities.	Knowledge 1-3	Knowledge 1-3	Knowledge 1-3	Knowledge 1-3	Knowledge 1-3
	Standard 2: Learning Environments - The teacher creates safe, inclusive, culturally responsive learning environments so that individuals with exceptionalities become active and effective learners and develop emotional well-being, positive social interactions, and self-determination.				Knowledge 3	Knowledge 1, 2, 4
	Standard 3: Curricular Content Knowledge - The teacher uses knowledge of general and specialized curricula to individualize learning for individuals with exceptionalities.	Knowledge 1, 2	Knowledge 1, 2	Knowledge 1, 2	Knowledge 3	
	Standard 4: Assessment - The teacher uses multiple methods of assessment and data-sources in making educational decisions				Knowledge 3-7	Knowledge 3
	Standard 5: Instructional Planning and Strategies – The teacher selects, adapts, and uses a repertoire of evidence-based instructional strategies and interventions to advance learning of individuals with exceptionalities.				Knowledge 1, 2, 4-8 Performance 4, 6	
	Standard 6: Professional Learning and Ethical Practices – The teacher uses foundational knowledge of the field and the their professional Ethical Principles and Practice Standards to inform special education practice, to engage in lifelong learning, and to advance the profession.	Knowledge 5	Knowledge 5	Knowledge 5	Knowledge 5	Knowledge 5
	Standard 7: Collaboration – The teacher will collaborate with families, other educators, related service providers, individuals with exceptionalities, and personnel from community agencies in culturally responsive ways to address the needs of individuals with exceptionalities across a range of learning experiences.				Knowledge 1-6 Performance 1	Knowledge 1-6 Performance 1

Course Objectives:

Upon successful completion of the course, as assessed by performance on tests, assignments, and in-class activities, the student will:

1-Identify through observation evidence-based practices in place in the learning environment.	2-Reflect on the positive behavior supports and classroom management plan used in the classroom.	3-Identify and describe accommodations used for students with disabilities in inclusive classrooms and on statewide testing.
4-Create a comprehensive classroom management plan for their own classroom	5-Discuss the use of progress monitoring to affect academic outcomes and demonstrate how to implement curriculum-based	6-Identify and demonstrate evidence-based instructional practices that support students with disabilities or learners struggling with

	measurement with a classroom of students.	academic content in the general education classroom.
7-Demonstrate professional behavior when participating in meetings with parents, other teachers, and/or related services personnel.	8-Reflect professionally on practices observed and evaluate in terms of research-based practice.	9-Develop a personal professional development plan based on completion of the activities in this course, reflecting on strengths and weaknesses, and conferencing with cooperating teacher and instructor
10-Provide an overview of mathematics reform movements since 1900 including the 1989 and 2000 NCTM standards' development and their impact on teaching and learning.	11- Integrate life skills and other content areas (literature, science, social studies) with mathematics instruction.	12-Model positive dispositions about mathematics teaching and learning.

Course Requirements/Assignments

A. **Module Application Activities**
Students will complete each web-based module listed on the schedule and submit the application assessment activity of each module on I-Learn. See scoring guides in I-Learn.
B. **Exams**
There will be essay exams for each chapter from the textbook. The Final will be comprehensive.
C. **Chapter Reading Checks**
Students participating in this course will complete chapter "reading checks" (a total of twelve). Students will be asked to answer a series of questions upon completion of each assigned reading. Question types may include multiple-choice, short answer, or essay. All questions will be based on information that can be found in the corresponding chapter.

SPED 381 students will provide instruction to students at Madison Junior High & Middle Schools.

D. **Mini Teaching Lesson and Reflection** See separate rubric and guidelines in I-Learn. Each student will prepare at least one lesson, teach this lesson to the class and post the lesson plan on I-Learn.
E. **Final Field Experience Reflective Report** See rubric and guidelines in I-Learn. The next assignment is the field experience report. The field report itself should be at least 10-11 pages long. If you find that your report is significantly shorter than this, then you have not provided sufficient detailed examples and illustrations for each section of the report. You are required to complete 25 hours of classroom observations. Criteria for grading the report is provided in the Field Experience Rubric, on I-Learn and as follows:

a. Professional Preparation. When you submit your visits or activities, do so professionally. All are to be typed and submitted electronically. You are to have a cover page and a table of contents which lists all your visitation sites. Sentence structure, margins, quality of your responses, and thoughtfulness of reflection will be considered. You should write up each visitation site separately; however, you should submit the completed report as one assignment and one document.

b. Quality and Depth of Reflection. Take good notes when you visit the different sites so that you can provide detailed illustrations and examples to support the points you make. While you are observing, look for examples and non-examples of the best practices that you are learning about in your classes. Make sure that you demonstrate your understanding and ability to integrate theory and practice. Use this time to identify strategies and practices that you would like to implement in your own classroom as well as those that you might not want to implement. Describe any additional training or information you would like to obtain based on something you learned about through the observations.

c. Classroom Management and Instruction In all discussions, please remember to respect confidentiality at all times. Do not provide names of students, teachers, schools or school districts. Instead, provide some context for the situation (e.g. grade level, type of classroom, number of students, student teacher ratio).

d. Classroom Management Plans. Use your behavior management plan that you created in the IRIS module and paste it into a word document and submit it on I-Learn. Write about the plan that you created in this module, provide a brief summary as to why you included the components that you did. Review some behavior plans of your peers and provide constructive feedback to them, asking for clarification as needed. Provide suggestions for improvement as appropriate.

e. Classroom Management/Positive Behavior Support in the Field. Describe the types of classroom behavior management practices and positive (or otherwise) behavior support practices you have observed in your field placement. Reflect on what you have learned in your classes about evidence-based practices in this area and evaluate the extent to which you have observed these theories in practice. What are some of the challenges to implementing EBPs in this area? What are some strategies/supports for ensuring that positive practices are in place?

f. Assessment/Progress Monitoring. What are some of the issues and concerns related to progress monitoring? Discuss the evidence-based practices related to assessment and progress monitoring that you have learned about in this module. Which of these have you seen implemented in your classroom observations? Reflect on both positive and negative examples that you have observed and provide suggestions for improvement as appropriate.

g. Facilitating Instruction for Struggling Learners. What are some evidence-based practices for facilitating instruction with struggling learners? Discuss the evidence-based practices related to providing instructional supports for students with disabilities that you have seen implemented in your classroom observations. Reflect on both positive and negative examples that you have observed and provide suggestions for improvement as appropriate.

In Class Assignments (Teach One Another): Many group and individual activities/assignments are done in class and are *graded*. *These in-class activities cannot be made up if you are absent,* unless excused by the university (a signed form must be submitted).

Attendance/Participation: Your attendance and participation in class during the university classroom portion of this course is critical. Much of what we will discuss is not found in printed documents that you can read outside of class. During your time in SPED 381, you will be expected to fulfill your daily teaching obligations just as full-time classroom teachers do. If because of a ***serious, bedridden illness or emergency*** you are unable to teach on an assigned day, you must contact one of your team members with sufficient notice for them to take over your duties. You will then assume their duties on one of their assigned days. Again, these changes are only authorized for the reasons shown above. ***Any unauthorized absence during your practicum experience might result in a letter grade deduction on your final grade***. You must participate in planning the lesson, be prepared for your teaching assignment, and teach for student understanding and involvement. Lack of effort in any of these areas is unacceptable. As you teach, performance expectations will rise. With practice, the assumption is that your ability to teach will increase. These teaching experiences will take place at Madison Middle School in Rexburg, ID. ***Madison School District is placing a great deal of trust in BYU-I, by allowing us to work with students in their schools. As part of our program, it behooves you to be where you are supposed to be when you are supposed to be there. Come to class completely prepared, professionally dressed, and take responsibility for the success of your students.***

Performance Assessment (Ponder and Prove): I have high expectations for your planning and teaching. Your teaching experiences may be recorded. If recorded, you will have to watch your recordings and analyze your teaching practices. You will receive regular feedback on your planning and teaching from your peers and your instructor. We, the department faculty, do not expect perfection, but we do expect you to plan comprehensively, to teach effectively, and to show improvement from lesson to lesson. A summative conference with your peers will take place at the conclusion of each lesson. After your peers have given you their feedback, I will assess your classroom performance one-on-one with you. Your peers will use an evaluation form (Observation Tool) to give you feed back.

Assignment Due Dates: Assignments are due on the scheduled date posted on I-Learn. Students are expected to turn in their homework assignments on time. As mentioned above, upon approval of the instructor, you may be given extra days after the original due date to turn in any late assignments, without a penalty. *Note: too many late assignments or missing work will call for a meeting with your instructor.*

<u>Professionalism:</u> Professionalism in attitude, behavior, and communication should be a part of every BYU-Idaho course. Therefore it is expected that you will:

• *Fully accept the challenges of teaching and learning* • *Uphold the highest standards of ethical behavior, integrity, and competency* • *Set goals for yourself; know what you want to achieve* • *Take initiative rather than wait to be told what to do* • *Be prepared every time you enter the classroom*	• *Dress in a respectable manner* • *Respect others; treat everyone with dignity* • *Demonstrate the ability to be a follower as well as a leader* • *Support and encourage peers* • *Always use proper speech, grammar, vocabulary and mechanics in both written and oral expression*

The ABC's of Professionalism, Kramer, P.A. ; *Teacher Professionalism*, Phelps, P.H.; <u>Kappa Delta Pi Record,</u> Fall, 2003

Assignment & Course Grade Definitions

A – Work is professional in appearance and content. Assignments and class participation represent outstanding understanding, application, and integration of subject material and extensive evidence of original thinking, skillful use of concepts, and ability to analyze and solve complex problems. Demonstrates diligent application of Learning Model principles, including initiative in serving other students
B – Work is professional in appearance and content but with some spelling and grammar concerns. Assignments and class participation represent considerable/significant understanding, application, and incorporation of the material which would prepare a student to be successful in next level courses, graduate school, or employment. The student participates in the Learning Model as applied in the course.
C – Work is professional in appearance but has multiple spelling and grammatical errors. Assignments and class participation represent sufficient understanding of the subject matter. The student demonstrates minimal initiative to be prepared for and participate in class discussions and assignments. The student participates only marginally in the Learning Model.
D – Work is unprofessional in appearance and/or has multiple spelling and grammatical errors. Assignments and class participation represent poor performance and initiative to learn and understand and apply course materials. Retaking a course or remediation may be necessary to prepare for additional instruction in this subject matter
F – Represents failure in the assignment and/or course due to un-professionalism and/or incompleteness of assignments and/or un-professionalism and/or non-participation in class and the Learning Model.

<u>Grading:</u>

A = 94-100	B- = 80-83.99	D+= 67-69.99
A- = 90-93.99	C+ = 77-79.99	D = 64-66.99
B+ = 87-89.99	C = 74-76.99	D- = 60-63.99
B = 84-86.99	C- =70-73.99	F = 59.99 and below
	A minimum of a C- is required by the university to progress in any major.	

Evaluation

Performance evaluation for this course will be determined by class attendance, the quality of class assignments, level of preparation for class on a daily basis, and class participation.

- **Professionalism**:
  - It is expected that you will **be in class and on time** each day. It is **disruptive and disrespectful** for students to come in/out of the classroom during instruction except in cases of an emergency.

Attendance:

- **Attendance and participation points are earned for each class session.**
- All absences will result in a loss of attendance points with the **exception** of a school-excused absence

Cell Phones

- **Cell phones** should not be used in the learning environment; if you need to access your phone for any reason please step outside of the classroom setting to do so
- ***Participation points will be deducted for accessing or using cell phones within the learning environment.***

TITLE IX OF THE EDUCATION AMENDMENTS OF 1972 PROHIBITS SEX DISCRIMINATION AGAINST ANY PARTICIPANT IN AN EDUCATION PROGRAM OR ACTIVITY THAT RECEIVES FEDERAL FUNDS, INCLUDING FEDERAL LOANS AND GRANTS. TITLE IX ALSO COVERS STUDENT-TO-STUDENT SEXUAL HARASSMENT. IF YOU ENCOUNTER UNLAWFUL SEXUAL HARASSMENT OR GENDER BASED DISCRIMINATION, PLEASE CONTACT THE PERSONNEL OFFICE AT 496-1130.

BRIGHAM YOUNG UNIVERSITY-IDAHO IS COMMITTED TO PROVIDING A WORKING AND LEARNING ATMOSPHERE WHICH REASONABLY ACCOMMODATES QUALIFIED PERSONS WITH DISABILITIES. IF YOU HAVE ANY DISABILITY WHICH MAY IMPAIR YOUR ABILITY TO COMPLETE THIS COURSE SUCCESSFULLY, PLEASE CONTACT THE **SERVICES FOR STUDENTS WITH DISABILITIES OFFICE, 496-1158**. REASONABLE ACADEMIC ACCOMMODATIONS ARE REVIEWED FOR ALL STUDENTS WHO HAVE QUALIFIED DOCUMENTED DISABILITIES. SERVICES ARE COORDINATED WITH THE STUDENT AND INSTRUCTOR BY THIS OFFICE. IF YOU NEED ASSISTANCE OR IF YOU FEELYOU HAVE BEEN UNLAWFULLY DISCRIMATED AGAINST ON THE BASIS OF DISABILITY, YOU MAY SEEK RESOLUTION THROUGH ESTABLISHED GRIEVANCE POLICY AND PROCEDURES. YOU SHOULD CONTACT THE PERSONNEL OFFICE AT 496-1130.

In compliance with applicable disability law, qualified students with a disability may be entitled to "reasonable accommodations." It is the student's responsibility to disclose to the teacher any special need she/he may have before the end of the first week of class.

Course Title:
SPED 391
Teaching Reading/Language Arts to Students with Disabilities

Course Description:
Prospective special education teachers will explore methods, strategies, and accommodations for teaching reading and language arts within the context of special education. Cognitive, social and learning characteristics of students with reading difficulties will be identified. Students will have the opportunity to administer informal and formal reading assessments, interpret assessment data, and plan curriculum based on assessment outcomes.

Course Outcomes:
1. Students will demonstrate an understanding of Federal and state policies /procedures including paperwork regulating services for students with disabilities K-12.
2. Students will identify cognitive, social and learning characteristics of struggling readers K-12.
3. Students will demonstrate the ability to administer and interpret formal and informal reading assessments, including RTI, for students K-12.
4. Students will demonstrate the ability to plan K-12 reading curriculum based on assessment outcomes including observation.
5. Students will demonstrate the ability to identify and implement reading strategies for diverse learners K-12.

Documents to Follow:
- Chart to show alignment of course outcomes with Idaho Standards for Exceptional Child Generalists
- Course syllabus
- Assessment tools to measure competency and skill

SPED 391 Introductory- Competency Assessment Rubric (I-CAR)		
1. Students will demonstrate an understanding of Federal and state policies/procedures including paperwork regulating service for students with disabilities K-12.	Students explain: RTI, SLD, PLAAFPs, GOALS	391 ____/ 10 392 ____/ 10
2. Students will identify cognitive, social and learning characteristics of struggling readers and students with math difficulties K-12.	Students Explain: common characteristics of struggling students in math and reading	391 ____/ 10 392 ____/ 10
3. Students will demonstrate the ability to administer and interpret formal and informal reading and math assessments, including RTI, for students K-12.	Students Explain: experiences of interpreting progress monitoring data and give examples of formal and informal assessments used	391 ____/ 10 392 ____/ 10
4. Students will demonstrate the ability to plan K-12 reading and math curriculum based on assessment outcomes including observation.	Students Explain: how assessment data is used to adjust interventions, instruction and lesson planning	391 ____/ 10 392 ____/ 10
5. Students will demonstrate the ability to identify and implement reading and math strategies for diverse learners K-12.	Students Explain: strategies used to increase literacy and math profeciency, and can give curriculum examples	391 ____/ 10 392 ____/ 10

		SPED 391 Course Outcomes				
	SPED 391 Teaching Reading/Language Arts to Students with Disabilities Course outcome alignment to Idaho Standards for Exceptional Child Generalists	Students will demonstrate an understanding of Federal and state policies /procedures including paperwork regulating services for students with disabilities K-12	Students will identify cognitive, social and learning characteristics of struggling readers K-12	Students will demonstrate the ability to administer and interpret formal and informal reading assessments, including RTI, for students K-12	Students will demonstrate the ability to plan K-12 reading curriculum based on assessment outcomes including observation	Students will demonstrate the ability to identify and implement reading strategies for diverse learners K-12
Idaho Standards for Exceptional Child Generalists	Standard 1: Learner Development and Individual Learning Differences - The teacher understands how exceptionalities may interact with development and learning and use this knowledge to provide meaningful and challenging learning experiences for individuals with exceptionalities.	K 1, 2, 3	K 1, 2, 3		K 1, 2, 3	K 1, 2, 3
	Standard 2: Learning Environments - The teacher creates safe, inclusive, culturally responsive learning environments so that individuals with exceptionalities become active and effective learners and develop emotional well-being, positive social interactions, and self determination.				K 3	K 2
	Standard 3: Curricular Content Knowledge - The teacher uses knowledge of general and specialized curricula to individualize learning for individuals with exceptionalities.		K 1-3	K 1-3	K 1-3 P 1, 2	K 1-3 P 1, 2
	Standard 4: Assessment - The teacher uses multiple methods of assessment and data-sources in making educational decisions	K 7		K 1-6 P 1	K 1-6 P 1	K 1-6
	Standard 5: Instructional Planning and Strategies – The teacher selects, adapts, and uses a repertoire of evidence-based instructional strategies and interventions to advance learning of individuals with exceptionalities.				K 1, 6, 7 P 1, 2, 6	K 1, 6, 7 P 1, 2, 6
	Standard 6: Professional Learning and Ethical Practices – The teacher uses foundational knowledge of the field and the their professional Ethical Principles and Practice Standards to inform special education practice, to engage in lifelong learning, and to advance the profession.	K 1, 5	K 1	P 1	P 1	
	Standard 7: Collaboration – The teacher will collaborate with families, other educators, related service providers, individuals with exceptionalities, and personnel from community agencies in culturally responsive ways to address the needs of individuals with exceptionalities across a range of learning experiences.			K 1-5		

SPED 391 Reading Strategies for Students with Disabilities

Instructor
Jeffry B. Pulsipher
Office: Hinckley Bldg. 362
Email: pulsipherj@byui.edu
Office hours: Mon. through Wed. 1:00-2:00 and Thurs. from 12:00-1:00 or by appointment
Phone: 496-4129

Time and Place: Seminar Mondays and Wednesdays @ 3:15-4:15
Monday-Friday 8:30-10:30--Arranged times in classrooms at Jefferson, Madison, and Sugar-Salem School Districts

Texts: Bursuck, W.D. & Damer, M (2015). *Teaching Reading to Students Who Are At Risk or Have Disabilities* -Pearson. 3rd edition
Assessing Reading Multiple Measures

Course Description: Prospective special education teachers will explore methods, strategies, and accommodations for teaching reading and language arts within the context of special education. Cognitive, social, and learning characteristics of students with reading difficulties will be defined. Students will have the opportunity to administer informal and formal reading assessments, interpret assessment data, and plan curriculum based on assessment outcomes. *SPED 391 students will provide instruction to a classrooms of K-6th grade students at designated schools in the area.*

Course Outcomes: In an authentic classroom setting, students will demonstrate proficiency in the following outcomes embedded into practicum experiences. Students will:

1. Students will demonstrate an understanding of Federal and state policies/procedures including paperwork regulating service for students with disabilities K-12.
2. Students will identify cognitive, social and learning characteristics of struggling readers K-12.
3. Students will demonstrate the ability to administer and interpret formal and informal reading assessments, including RTI, for students K-12.
4. Students will demonstrate the ability to plan K-12 reading curriculum based on assessment outcomes including observation.
5. Students will demonstrate the ability to identify and implement reading strategies for diverse learners K-12.

Course Requirements/Assignments: Listed below are the major assignments required in SPED 391.

1. Book Study

This project is an opportunity for you to choose to read one of three books in a group with other classmates that have chosen the same book. At midterms you will present to our class the

material especially focusing on strategies discussed in the book and when they should be implemented.

2. IRIS Modules and Assessment Completion
Complete each of the assigned web-based IRIS modules by assigned due dates and submit the assessment portion of each module into I-Learn. These are designed to enhance understanding and prepare you for classroom discussions, activities, and learning experiences.

3. Teaching Lesson and Reflection
Each student will prepare a lesson in regards to strategies in one of the 5 major reading areas. This lesson will be taught in our seminar in conjunction with the area covered that week. This is a lesson focused on hands-on learning activities and strategies that you would use with students to increase reading abilities. After completing the lesson a reflective paper will be submitted.

4. Final Field Experience Reflective Report
The field report itself is at least 15 pages long. It is a summation of your practicum experience in the schools and includes a compilation of your daily journals as well as reflection of the total experience. See rubric and guidelines attached in I-Learn.

5. Curriculum Review
For this assignment you will need access to curriculum within the classroom in which you are serving. The assignment consists of two parts. The first is to analyze the curriculum as it relates to common core standards. The purpose is to answer the question – Does this specific curriculum help my students gain skills connected to the common core standards? You can show this in any way you wish. One possibility is to make a checklist of the common core standards and mark if the curriculum has content representing that standard. The second part is to analyze the curriculum and dissect it according to individual skill attainment. The purpose is to simply see what range of student needs the curriculum being reviewed could serve. Does it only cover early reading skills or does it cover up through comprehension? This assignment does not need to be elaborate, but it does need to be thorough.

6. Current Happenings in Literacy & SPED
You will have the opportunity to report to the class a minimum of once regarding a current event or article regarding: literacy / struggling readers / literacy assistive tech. / or literacy in special education. You may also research an APP to share. You will choose the time you would like to share with the class. After sharing you will answer questions located in the assignment in I-learn to receive credit for the assignment.

7. In-School Assessment and Instructional Experience
You will have the opportunity to be a part of the progress monitoring for a student or group of students in a school setting. In collaboration with your mentor teacher and other professionals you will analyze and interpret the data which will help to inform the instruction of the individuals. With this data you will teach a lesson connected to common core standards for

language arts. The lesson will be designed for and based on needs of a particular student or students in your practicum setting. You will turn in the lesson plan for this teaching experience that should be specially designed for individuals with disabilities. Accommodations / Modifications, the standard, strategies, and data for the student or students should be included in your plan.

Competency Exit Interview / Final
You will have a competency exit interview at the end your math and reading strategies practicums (391 & 392). This interview is designed for you to show your instructors that you have gained competence in the course objectives. In the interview you will explain concepts and show evidence of your mastery using specific examples from your individual practicum settings. If instructors feel you have not gained the appropriate competency, additional assignments or tasks will be required before moving on.

In Class and Preparation Assignments (Teach One Another): Many group and individual activities/assignments and case studies are done in class and are *graded. These in-class activities can be very difficult and sometime impossible to make up if you are absent. Please plan to attend all classes unless ill. If you do miss plan to obtain materials from a classmate.* Preparation assignments will always show up on ILearn as an assignment. You may look at the calendar in ILearn to see upcoming assignments. These are subject to change based on the needs of the class.

Assignment Due Dates: Assignments are due on the scheduled date posted on I-Learn. Students are expected to turn in their homework assignments on time. If you know you will not be able to complete an assignment before it is due because of extenuating circumstances you must contact me **before** the due date within *reasonable time to make arrangements for the extended time and to discuss a new due date. If I am not contacted before the assignment is due it may be turned in for half credit and must be turned in no later than 48 hours of the original due date. Submissions after 48 hours will not be graded and will receive a zero.
**reasonable time is a minimum of 5 hours before the time the assignment is due*

Attendance/Participation: Your attendance and participation in class during the university classroom portion of this course is critical. Much of what we will discuss is not found in printed documents that you can read outside of class. During your time in SPED 391, you will be expected to fulfill your daily teaching obligations just as full-time classroom teachers do. Absences may be approved due to a ***serious, bedridden illness or other emergency*** and circumstance beyond your control. If due to one of these reasons you are unable to teach you must let me know as well as your mentor teacher. You will then need to arrange to make up the missed time on another day. Again, these changes are only authorized for the reasons shown above. ***Any unauthorized absence during your practicum experience might result in a letter grade deduction on your final grade or dismissal from the course***. You must participate in planning the lesson, be prepared for your teaching assignment, and teach for student understanding and involvement. Lack of effort in any of these areas is unacceptable. As you

teach, performance expectations will rise. With practice, the assumption is that your ability to teach will increase. These teaching experiences will take place at local school districts. ***School Districts are placing a great deal of trust in BYU-I, by allowing us to work with students in their schools. As part of our program, it behooves you to be where you are supposed to be when you are supposed to be there. Come to class completely prepared, professionally dressed, and take responsibility for the success of your students.***

Performance Assessment (Ponder and Prove): I have high expectations for your planning and teaching. Some of your teaching experiences may be recorded. If recorded, you will have the opportunity to watch your recordings and analyze your teaching practices. You will receive regular feedback on your planning and teaching from your instructor. We, the department faculty, do not expect perfection, but we do expect you to plan comprehensively, to teach effectively, and to show improvement from lesson to lesson.

Grading

Final grades will be evaluated based on the following breakdown.

Grading Scale:

94-100% -- A	*90-93.99% -- A-*	*87-89.99% -- B+*
84-86.99% -- B	*80-83.99% -- B-*	*77-79.99% -- C+*
74-76.99% -- C	*70-73.99% -- C-*	*67-69.99% -- D+*
64-66.99% -- D	*60-63.99% -- D-*	*0-59.99% -- Fail*

**** PLEASE NOTE ****

- The instructor reserves the right to make changes to the syllabus as needed.
- In compliance with the Americans with Disabilities Act, all qualified students enrolled in this course are entitled to reasonable accommodations. It is the responsibility of the student to disclose to the teacher any special needs by the end of the first week of class.
- There is a policy restricting students from bringing children to class. If a rare emergency arises, contact the instructor for special permission.
- We may use our personal devices at various times during the course as a tool for learning. These times will be designated by instructor.
- Students enrolled in SPED 391 are expected to follow applicable professional standards from the Code of Ethics for teachers in the State of Idaho and commensurate responsibilities within School Districts. The Code of Ethics for Idaho teachers is available online. It is imperative that you become familiar with this information. Please see: http://www.sde.idaho.gov/site/teacher_certification/code.htm
- Students enrolled in SPED 391 must limit the use of any videos generated in the practicum lab to learning experiences related to the coursework only. No video of practicum experiences may be transmitted or re-used outside the learning experiences attached to the class.

Other notices and policies

Sexual Discrimination
Title IX of the education amendments of 1972 prohibits sex discrimination against any participant in an education program or activity that receives federal funds, including federal loans and grants. Title IX also covers student-to-student sexual harassment. If you encounter unlawful sexual harassment or gender based discrimination, please contact the personnel office at 496-1130.

Accommodations for Disabilities
Brigham Young University-Idaho is committed to providing a working and learning atmosphere which reasonably accommodates qualified persons with disabilities. If you have any disability which may impair your ability to complete this course successfully, please contact the Services for Students with Disabilities office, 496-1158. Reasonable academic accommodations are reviewed for all students who have qualified documented disabilities. Services are coordinated with the student and instructor by this office. If you need assistance or if you feel you have been unlawfully discriminated against on the basis of disability, you may seek resolution through established grievance policy and procedures. You should contact the personnel office at 496-1130. In compliance with applicable disability law, qualified students with a disability may be entitled to "reasonable accommodations." It is the student's responsibility to disclose to the teacher any special need she/he may have before the end of the first week of class.

Academic Honesty Policy – Definitions
Intentional Plagiarism is the deliberate act of representing the words, ideas, or data of another as one's own without providing proper attribution to the author through quotation, reference or footnote.
Inadvertent Plagiarism involves the inappropriate, but non-deliberate, use of another's words, ideas or data without proper attribution. Although not a violation of the Honor Code, it is a form of academic misconduct for which an instructor can impose appropriate academic sanctions. Students who are in doubt as to whether they are providing proper attribution have the responsibility to consult with their instructor and obtain guidance.

Plagiarism may occur with respect to unpublished as well as published material. Examples include:

- Direct Plagiarism—the verbatim copying of an original source without acknowledging the source.
- Paraphrased Plagiarism—the paraphrasing, without acknowledgment, of ideas from another that the reader might mistake for his/her own.
- Plagiarism Mosaic—the borrowing of words, ideas or data from an original source and blending this original material with one's own without acknowledging the source.
- Insufficient Acknowledgement—the partial or incomplete attribution of words, ideas or data from an original source.

Fabrication or Falsification is a form of dishonesty where a student invents or distorts the origin or content of information used as authority. Examples include:

- Citing a source that does not exist.
- Citing information from a source which is not included in the source for which credit is given.
- Citing a source for a secondary proposition which it does not support.
- Citing a bibliography source when it was neither consulted nor cited in the body of the paper.
- Intentionally distorting the meaning or applicability of data.
- Inventing data or statistical results to support conclusions.

Cheating is a form of dishonesty where a student attempts to give the appearance of a level of knowledge or skill that has not been obtained. Examples include:

- Copying from another person's work during an examination or while completing an assignment.
- Allowing someone to copy from you during an examination or while completing an assignment.
- Using unauthorized materials during an examination or while completing an assignment.
- Collaborating on an examination or assignment without authorization.
- Taking an examination or completing an assignment for another, or permitting another to take an examination or to complete an assignment for you.

Other Academic Misconduct includes other academically dishonest, deceitful or inappropriate acts which are intentionally committed. Examples include but are not limited to:

- Inappropriately providing or receiving information or academic work so as to gain unfair advantage over others.
- Planning with another to commit any act of academic dishonesty.
- Attempting to gain an unfair academic advantage for oneself or another by bribery or by any act of offering, giving, receiving, or soliciting anything of value to another for such purpose.
- Changing or altering grades or other official educational records.
- Obtaining or providing to another a test or answers to a test which has not been administered.
- Breaking and entering into a building or office for the purpose of obtaining an unauthorized test.
- Continuing work on an examination or assignment after the allocated time has elapsed.
- Submitting the same work for more than one class without disclosure and approval.
- Getting equal credit on group assignments when equal work was not done.

Academic Honesty Policy – Adjudication Procedures

Faculty are responsible to establish and communicate to students their expectations of behavior with respect to academic honesty and the student's conduct in their course. The instructor will

be responsible to investigate any incident of academic dishonesty or misconduct, determine the circumstances, and take appropriate action. Examples include but are not limited to the following:

- Reprimanding the student orally or in writing.
- Requiring work affected by the academic dishonesty to be redone.
- Administering a lower or failing grade on the affected assignment, test or course.
- Work with the Dean of Students to remove the student from the course.
- Recommending to the Dean of Students that the student be put on probation or dismissed.

If the incident involves the violation of a public law, e.g., breaking and entering into an office or stealing an examination, the act should be reported to University Police.

For the purpose of tracking, suspected or proven violations of the Academic Honesty Policy should be reported to the Dean of Students office—name, incident, action taken. If the occurrence is sufficiently egregious or if a pattern of dishonesty or misconduct is discovered additional action may be taken on behalf of the university based upon the nature of the infraction.

If an affected student disagrees with the determination or action and is unable to resolve the matter to the mutual satisfaction of the student and the instructor, he/she may have it reviewed through the university's grievance process.

Course Title:
SPED 392
Teaching Math to Students with Disabilities

Course Description:
Prospective special education teachers will explore methods, strategies, and accommodations for teaching math within the context of special education. Cognitive, social and learning characteristics of students with math difficulties will be identified. Students will have the opportunity to administer informal and formal math assessments, interpret assessment data, and plan curriculum based on assessment outcomes.

Course Outcomes:
1. Students will demonstrate an understanding of Federal and state policies/ procedures including paperwork regulating services for students with disabilities K-12.
2. Students will identify cognitive, social and learning characteristics of students with math difficulties K-12.
3. Students will demonstrate the ability to administer and interpret formal and informal math assessments, including RTI, for students K-12 .
4. Students will demonstrate the ability to plan K-12 math curriculum based on assessment outcomes including observation.
5. Students will demonstrate the ability to identify and implement math strategies for diverse learners K-12.

Documents to Follow:
- Chart to show alignment of course outcomes with Idaho Standards for Exceptional Child Generalists
- Course syllabus
- Assessment tools to measure competency and skill

SPED 392 Introductory- Competency Assessment Rubric (I-CAR)		
1. Students will demonstrate an understanding of Federal and state policies/procedures including paperwork regulating service for students with disabilities K-12.	Students explain: RTI, SLD, PLAAFPs, GOALS	391 ____/ 10 392 ____/ 10
2. Students will identify cognitive, social and learning characteristics of struggling readers and students with math difficulties K-12.	Students Explain: common characteristics of struggling students in math and reading	391 ____/ 10 392 ____/ 10
3. Students will demonstrate the ability to administer and interpret formal and informal reading and math assessments, including RTI, for students K-12.	Students Explain: experiences of interpreting progress monitoring data and give examples of formal and informal assessments used	391 ____/ 10 392 ____/ 10
4. Students will demonstrate the ability to plan K-12 reading and math curriculum based on assessment outcomes including observation.	Students Explain: how assessment data is used to adjust interventions, instruction and lesson planning	391 ____/ 10 392 ____/ 10
5. Students will demonstrate the ability to identify and implement reading and math strategies for diverse learners K-12.	Students Explain: strategies used to increase literacy and math profeciency, and can give curriculum examples	391 ____/ 10 392 ____/ 10

		SPED 392 Course Outcomes				
	SPED 392 Teaching Math to Students with Disabilities Course outcome alignment to Idaho Standards for Exceptional Child Generalists	Students will demonstrate an understanding of Federal and state policies/ procedures including paperwork regulating services for students with disabilities K-12	Students will identify cognitive, social and learning characteristics of students with math difficulties K-12	Students will demonstrate the ability to administer and interpret formal and informal math assessments, including RTI, for students K-12	Students will demonstrate the ability to plan K-12 math curriculum based on assessment outcomes including observation	Students will demonstrate the ability to identify and implement math strategies for diverse learners K-12
Idaho Standards for Exceptional Child Generalists	Standard 1: Learner Development and Individual Learning Differences - The teacher understands how exceptionalities may interact with development and learning and use this knowledge to provide meaningful and challenging learning experiences for individuals with exceptionalities.	K 1, 2, 3	K 1, 2, 3		K 1, 2, 3	K 1, 2, 3
	Standard 2: Learning Environments - The teacher creates safe, inclusive, culturally responsive learning environments so that individuals with exceptionalities become active and effective learners and develop emotional well-being, positive social interactions, and self determination.				K 3	
	Standard 3: Curricular Content Knowledge - The teacher uses knowledge of general and specialized curricula to individualize learning for individuals with exceptionalities.		K 1-3	K 1-3	K 1-3 P 1, 2	K 1-3 P 1, 2
	Standard 4: Assessment - The teacher uses multiple methods of assessment and data-sources in making educational decisions	K 7		K 1-6 P 1	K 1-6 P 1	K 1-6
	Standard 5: Instructional Planning and Strategies – The teacher selects, adapts, and uses a repertoire of evidence-based instructional strategies and interventions to advance learning of individuals with exceptionalities.				K 1, 6, 7 P 1, 2, 6	K 1, 6, 7 P 1, 2, 6
	Standard 6: Professional Learning and Ethical Practices – The teacher uses foundational knowledge of the field and the their professional Ethical Principles and Practice Standards to inform special education practice, to engage in lifelong learning, and to advance the profession.	K 1, 5	K 1	P 1	P 1	
	Standard 7: Collaboration – The teacher will collaborate with families, other educators, related service providers, individuals with exceptionalities, and personnel from community agencies in culturally responsive ways to address the needs of individuals with exceptionalities across a range of learning experiences.			K 1-5		

Instructor: **Mike Christopherson** **Office:** Hinckley 164 **phone #**496-4154

Email: christophersonm@byui.edu **Office Hours:** Monday-Friday 11:00 AM-12:30 PM or by appointment

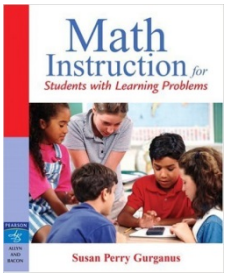
Time and Place: Sections 1 & 2 **Tuesdays** 3:15pm -4:15pm Hinckley 333

SPED 391/392 ***Teaching/Case Study Day***- **Wednesdays** 3:15pm -4:15pm Hinckley 333

Fridays-- Arranged School Visits

SPED 392 students will also provide instruction public school classrooms.

Required Text:



Math instruction for students with learning problems by Gurganus, S. P. (2007).Boston: Allyn and Bacon. Companion Website: www.ablongman.com/gurganus1e



Optional Textbook

Common Core and the Special Education Student: *Your Guide to Instructional Shifts and Implementing Services and Supports* *By Mary Schillinger and Becky Wetzel*

Course Description: Prospective special education teachers will explore methods, strategies, and accommodations for teaching math within the context of special education. Cognitive, social, and learning characteristics of students with math difficulties will be identified. Students will have the opportunity to administer informal and formal math assessments, interpret assessment data, and plan curriculum based on assessment outcomes.

This course is designed to introduce effective classroom methods and strategies for assessing, instructing, and monitoring mathematical performance of diverse students within a classroom setting. An emphasis will be

placed on practical classroom techniques to facilitate, maintain, retain, and generalize skill acquisition. Computation and problem solving techniques will also be covered.

This course is also designed to prepare teacher candidates to teach mathematics, problem solving, and reasoning skills to students with high-incidence disabilities PK - 12. The course will focus on national mathematics curriculum standards, research-based instruction, high-stakes assessment, functional mathematics, and problem solving with an emphasis on the effects of disabilities on mathematics achievement.

Course Outcomes: In an authentic classroom setting, students will demonstrate proficiency in the following mathematical components embedded into practicum experiences. Students will:

1. Develop a gospel perspective of teaching exceptional students.
2. Demonstrate an understanding of Federal and state policies/procedures including paperwork regulating services for students with disabilities K-12.
3. Identify cognitive, social and learning characteristics of students with math difficulties K-12.
4. Demonstrate the ability to administer and interpret formal and informal math assessments, including RTI, for students K-12.
5. Demonstrate the ability to plan K-12 math curriculum based on assessment outcomes including observation.
6. Demonstrate the ability to identify and implement math strategies for diverse learners K-12.

		SPED 392 Course Outcomes				
	SPED 392 Teaching Math to Students with Disabilities Course outcome alignment to Idaho Standards for Exceptional Child Generalists	Students will demonstrate an understanding of Federal and state policies/ procedures including paperwork regulating services for students with disabilities K-12	Students will identify cognitive, social and learning characteristics of students with math difficulties K-12	Students will demonstrate the ability to administer and interpret formal and informal math assessments, including RTI, for students K-12	Students will demonstrate the ability to plan K-12 math curriculum based on assessment outcomes including observation	Students will demonstrate the ability to identify and implement math strategies for diverse learners K-12
Idaho Standards for Exceptional Child Generalists	Standard 1: Learner Development and Individual Learning Differences - The teacher understands how exceptionalities may interact with development and learning and use this knowledge to provide meaningful and challenging learning experiences for individuals with exceptionalities.	Knowledge 1, 2, 3	Knowledge 1, 2, 3		Knowledge 1, 2, 3	Knowledge 1, 2, 3
	Standard 2: Learning Environments - The teacher creates safe, inclusive, culturally responsive learning environments so that individuals with exceptionalities become active and effective learners and develop emotional well-being, positive social interactions, and self-determination.				K 3	
	Standard 3: Curricular Content Knowledge - The teacher uses knowledge of general and specialized curricula to individualize learning for individuals with exceptionalities.		Knowledge 1, 2, 3	Knowledge 1, 2, 3	Knowledge 1, 2, 3 Performance 1, 2	Knowledge 1, 2, 3 Performance 1, 2
	Standard 4: Assessment - The teacher uses multiple methods of assessment and data-sources in making educational decisions	Knowledge 7		Knowledge 1-6 Performance 1	Knowledge 1-6 Performance 1	Knowledge 1-6
	Standard 5: Instructional Planning and Strategies – The teacher selects, adapts, and uses a repertoire of evidence-based instructional strategies and interventions to advance learning of individuals with exceptionalities.				Knowledge 1, 6, 7 Performance 1, 2, 6	Knowledge 1, 6, 7 Performance 1, 2, 6
	Standard 6: Professional Learning and Ethical Practices – The teacher uses foundational knowledge of the field and the their professional Ethical Principles and Practice Standards to inform special education practice, to engage in lifelong learning, and to advance the profession.	Knowledge 1, 5	Knowledge 1	Performance 1	Performance 1	
	Standard 7: Collaboration – The teacher will collaborate with families, other educators, related service providers, individuals with exceptionalities, and personnel from community agencies in culturally responsive ways to address the needs of individuals with exceptionalities across a range of learning experiences.			Knowledge 1-5		

Course Objectives: Upon successful completion of the course, as assessed by performance on tests, assignments, and in-class activities, the student will:

1-Identify through observation evidence-based practices in place in the learning environment.	2-Reflect on the positive behavior supports and classroom management plan used in the classroom.	3-Identify and describe accommodations used for students with disabilities in inclusive classrooms and on statewide testing.
4-Create a comprehensive classroom management plan for their own classroom	5-Discuss the use of progress monitoring to affect academic outcomes and demonstrate how to implement curriculum-based measurement with a classroom of students.	6-Identify and demonstrate evidence-based instructional practices that support students with disabilities or learners struggling with academic content in the general education classroom.
7-Demonstrate professional behavior when participating in meetings with parents, other teachers, and/or related services personnel.	8-Reflect professionally on practices observed and evaluate in terms of research-based practice.	9-Develop a personal professional development plan based on completion of the activities in this course, reflecting on strengths and weaknesses, and conferencing with cooperating teacher and instructor
10-Provide an overview of mathematics reform movements since 1900 including the 1989 and 2000 NCTM standards' development and their impact on teaching and learning.	11- Integrate life skills and other content areas (literature, science, social studies) with mathematics instruction.	12-Model positive dispositions about mathematics teaching and learning.

Instructional Strategies: Case-based activities, observation and reflective journaling, small group discussion, digitally recorded teaching demonstration (possibly), peer evaluation of teaching demonstrations (possibly), modeling and mentoring from a master teacher in the field.

Course Requirements/Assignments: There are 6 major assignments required in SPED 392.

1. Portfolio Preparation. The first is the preparation of the special education teacher portfolio. Each student will create an electronic portfolio as described in the portfolio guidelines and submit it along with two artifacts and rationales (the field experience report and another artifact of your choice). This item will be scored as complete or incomplete.

2. IRIS Module Assignment and Assessment Completion

Complete each web-based IRIS module listed and described below and submit the assessment portion of each module into I-Learn. Each assessment activity will be scored using the same scoring rubric as the final reflective report. See below.

1. **Classroom Management: Learning the Components of a Comprehensive Classroom Management Plan (parts 1 & 2)** IRIS assessment
2. **Classroom Assessment: An Introduction to Monitoring Academic Achievement in the Classroom (Part 1 & 2)** IRIS assessment**.**
3. **Providing Instructional Supports: Facilitating Mastery of New Skills** IRIS assessment.
4. **Quizzes and Readings (Prepare):** Assessment is necessary! Assessments serve two purposes: the first one is to indicate to the instructor whether learning is taking place and as a data tool for lesson preparation. The second purpose is to inform the student what areas he/she needs to put more effort into preparing and/or pondering. Therefore, Quizzes and Exams are a part of the course. The assigned readings for each class are included on the course schedule. Additional readings may be added during the semester. Students should be ready to discuss these readings during the class session designated.

3. Classroom Management and Instruction In all discussions, please remember to respect confidentiality at all times. Do not provide names of students, teachers, schools or school districts. Instead, provide some context for the situation (e.g. grade level, type of classroom, number of students, student teacher ratio).

a. Classroom Management Plans. Use your behavior management plan that you created in the IRIS module and paste it into a word document and submit it on I-Learn. Write about the plan that you created in this module, provide a brief summary as to why you included the components that you did. Review some behavior plans of your peers and provide constructive feedback to them, asking for clarification as needed. Provide suggestions for improvement as appropriate.

b. Classroom Management/Positive Behavior Support in the Field. Describe the types of classroom behavior management practices and positive (or otherwise) behavior support practices you have observed in your field placement. Reflect on what you have learned in your classes about evidence-based practices in this area and evaluate the extent to which you have observed these theories in practice. What are some of the

challenges to implementing EBPs in this area? What are some strategies/supports for ensuring that positive practices are in place?

c. Assessment/Progress Monitoring. What are some of the issues and concerns related to progress monitoring? Discuss the evidence-based practices related to assessment and progress monitoring that you have learned about in this module. Which of these have you seen implemented in your classroom observations? Reflect on both positive and negative examples that you have observed and provide suggestions for improvement as appropriate.

d. Facilitating Instruction for Struggling Learners. What are some evidence-based practices for facilitating instruction with struggling learners? Discuss the evidence-based practices related to providing instructional supports for students with disabilities that you have seen implemented in your classroom observations. Reflect on both positive and negative examples that you have observed and provide suggestions for improvement as appropriate.

4. Mini Teaching Lesson and Reflection). See separate rubric and guidelines attached. Each student will prepare a lesson and, if possible, arrange to be videotaped teaching this lesson to a small group of students, and post the video and lesson plan on I-Learn.

5. Final Field Experience Reflective Report See rubric and guidelines attached. The next assignment is the field experience report itself. It is important you realize that SPED 392 is not an "Automatic A or B" course. The field report itself should be at least 18-20 pages long. If you find that your report is significantly shorter than this, then you have not provided sufficient detailed examples and illustrations for each section of the report. You are required to complete 25 hours of classroom observations. Criteria for grading the report is provided in the Field Experience Rubric, on I-Learn and as follows:

a. PROFESSIONAL PREPARATION. When you submit your visits or activities, do so professionally. All are to be typed and submitted electronically. You are to have a cover page and a table of contents which lists all your visitation sites. Sentence structure, margins, quality of your responses, and thoughtfulness of reflection will be considered. You should write up each visitation site separately; however, you should submit the completed report as one assignment and one document.

b. QUALITY & DEPTH OF REFLECTION. Take good notes when you visit the different sites so that you can provide detailed illustrations and examples to support the points you make. While you are observing, look for examples and non-examples of the best practices that you are learning about in your classes. Make sure that you demonstrate your understanding and ability to integrate theory and practice. Use this time to identify strategies and practices that you would like to implement in your own classroom as well as those that you might not want to implement. Describe any additional training or information you would like to obtain based on something you learned about through the observations.

6. Madison School District Packet Development—Stay tuned for more information on this assignment

In Class Assignments (Teach One Another): Many group and individual activities/assignments are done in class and are *graded*. *These in-class activities cannot be made up if you are absent,* unless excused by the university (a signed form must be submitted).

Attendance/Participation: Your attendance and participation in class during the university classroom portion of this course is critical. Much of what we will discuss is not found in printed documents that you can read outside of class. During your time in SPED 392, you will be expected to fulfill your daily teaching obligations just as full-time classroom teachers do. If because of a ***serious, bedridden illness or emergency*** you are unable to teach on an assigned day, you must contact one of your team members with sufficient notice for them to take over your duties. You will then assume their duties on one of their assigned days. Again, these changes are only authorized for the reasons shown above. ***Any unauthorized absence during your practicum experience might result in a letter grade deduction on your final grade***. You must participate in planning the lesson, be prepared for your teaching assignment, and teach for student understanding and involvement. Lack of effort in any of these areas is unacceptable. As you teach, performance expectations will rise. With practice, the assumption is that your ability to teach will increase. These teaching experiences will take place at Madison Middle School in Rexburg, ID. ***Madison School District is placing a great deal of trust in BYU-I, by allowing us to work with students in their schools. As part of our program, it behooves you to be where you are supposed to be when you are supposed to be there. Come to class completely prepared, professionally dressed, and take responsibility for the success of your students.***

Performance Assessment (Ponder and Prove): I have high expectations for your planning and teaching. Your teaching experiences may be recorded. If recorded, you will have to watch your recordings and analyze your teaching practices. You will receive regular feedback on your planning and teaching from your peers and your instructor. We, the department faculty, do not expect perfection, but we do expect you to plan comprehensively, to teach effectively, and to show improvement from lesson to lesson. A summative conference with your peers will take place at the conclusion of each lesson. After your peers have given you their feedback, I will assess your classroom performance one-on-one with you. Your peers will use an evaluation form (Observation Tool) to give you feed back.

Assignment Due Dates: Assignments are due on the scheduled date posted on I-Learn. Students are expected to turn in their homework assignments on time. As mentioned above, upon approval of the instructor, you may be given extra days after the original due date to turn in any late assignments, without a penalty. *Note: too many late assignments or missing work will call for a meeting with your instructor.*

Practicum Experience Observations (Teach One Another): You may be required to observe and give feedback to some of your classmates after they teach. At each observation you are required to fill out an "Observation Tool" and give positive and constructive feedback to your classmates in a respectful and insightful manner.

Informal Mathematics Assessment: In your field setting, you may design, administer, and interpret a mathematics probe with one student. Directions and rubric will be provided in class.

Math Concept/Manipulative Demonstration: Give a 15-minute demonstration of a powerful mathematics concept with one manipulative that would enhance its instruction. Provide a one-page handout to your classmates. A sign-up list, specific directions, and rubric will be provided in class.

**** PLEASE NOTE ****

- The instructor reserves the right to make changes to the syllabus as needed.
- In compliance with the Americans with Disabilities Act, all qualified students enrolled in this course are entitled to reasonable accommodations. It is the responsibility of the student to disclose to the teacher any special needs by the end of the first week of class.
- There is a policy restricting students from bringing children to class. If a rare emergency arises, contact the instructor for special permission.
- About those cell phones and text messaging… I would ask you to turn them off **before entering our classroom**, and not use them while you are here. If you are waiting for an emergency call, I understand, just let me know.
- Students enrolled in SPED 392 are expected to follow applicable professional standards from the Code of Ethics for teachers in the State of Idaho and commensurate responsibilities within Madison School District. The Code of Ethics for Idaho teachers is available online. It is imperative that you become familiar with this information. Please see: http://www.sde.idaho.gov/site/teacher_certification/code.htm
- Students enrolled in SPED 392 must limit the use of any videos generated in the practicum lab to learning experiences related to the coursework only. No video of practicum experiences may be transmitted or re-used outside the learning experiences attached to the class.

Course Title:
SPED 393
Social and Behavioral Strategies for Students with Disabilities

Course Description:

Prospective special education teachers will explore methods, strategies, and accommodations for teaching students with emotional and behavioral disorders. Cognitive, social and learning characteristics of students with emotional and behavioral disorders will be identified. Students will have the opportunity to administer informal and formal social and behavioral assessments, interpret assessment data, and plan curriculum based on assessment outcomes. Positive Behavioral Interventions and Supports as well as Behavioral Intervention Plans will also be developed using assessment outcomes.

Course Outcomes:

1. Students will demonstrate an understanding of Federal and state requirements for the identification and provision of services for students with emotional and behavioral disorders K-12.
2. Students will identify cognitive, social and learning characteristics of students with emotional and behavioral disorders K-12.
3. Students will demonstrate the ability to administer and interpret formal and informal social and behavioral assessments for students K-12, including RTI.
4. Students will demonstrate the ability to identify and implement strategies to address emotional and behavioral concerns for students K-12.
5. Students will demonstrate the ability to develop Behavioral Intervention Plans for students with emotional and behavioral disorders K-12.

Documents to Follow:

- Chart to show alignment of course outcomes with Idaho Standards for Exceptional Child Generalists
- Course syllabus
- Assessment tools to measure competency and skill

SPED 393 Final Exam

Application Final – Using the case study provided below, complete all of the following activities with your group:

1. Pathway Charting – Using information collected from the case study, fill out a pathways chart as you hypothesize the function of the behavior and determine possible strategies to use. On the chart include your hypothesis statement.
2. Functional Behavioral Assessment (FBA) – Using information from the case study and pathway chart, follow the process to analyze data and input it into a formal FBA.
3. Behavior Intervention Plan (BIP) – Complete a formal BIP using the information you have, be sure to include how you would modify the environment and other elements of the student's education to support the appropriate (target) behavior of the child.
4. Classroom design plan – Design a classroom around the needs of your student and others who are in a self-contained or partial-placement classroom. Identify how your classroom design meets the safety and instructional needs of your student and others who would be placed in this setting.
5. Lesson plan – Find a lesson plan based on the age and grade of the student in the case study and then modify the lesson plan and strategies to meet that student's needs. Include necessary accommodations as well. Also include a copy of the original plan before changes were made.

Submit all documents digitally in I-LEARN.

Case Study

John Hamilton: Age 13, 7^{h} grade student

160 Sierra Drive Lake Dallas, Texas

Parents: Jack and Janet Hamilton

205-552-7895

Staff:

Shawn Stewart, Special Ed. Teacher	Donna Barry, Asst. Principal
Mary Hudson, School Counselor	Lana Sorenson, Math Teacher

John is a 7th grade student who is currently receiving special education services under the eligibility category of ED. John receives 30 minutes a day for behavior modification "check in – check out" time with the resource teacher. The time is divided: 15 minutes at the beginning of school and 15 minutes at the end of school. He also receives 60 minutes once a month with the counselor and 30 minutes a day for study skills in the resource room for homework help. John's behavior has been escalating over the past 4 months. During the day his teachers from language arts and math have reported that he refuses to work and has called the teachers multiple obscene names when confronted. He has also walked out of class multiple times during the last 3 weeks of school and is gone for a minimum of 20 minutes each time. Other teachers have reported

seeing him wander the hallways and have seen him with a girl on 2 occasions that he had left the classroom. With these behaviors John has been sent to in school suspension and is not able to return to class until the next day. He has also been suspended 6 times out of school for language and walking out of class. The assistant principal and special education director have instructed that a functional behavioral assessment be completed and that a new BIP be completed as well to reflect his behavior needs.

Background and observation Information:

- John's medical report findings included that John's birth mother had difficulty with John's birth. He was born 2 months prematurely, and his mother reported alcohol use during pregnancy. John was adopted at birth. Psychologist notes report that John has been hospitalized in a psychiatric unit two separate times for violent behaviors at home and for running away. John's adoptive parents also reported that he was removed from the home at age 10 for sexually abusing a younger sibling in the home. He was returned to the home after 6 months of residential placement and therapy. John has had no reported incidences since.
- Grades and achievement data show that John is in the average range in the areas of reading and math. However his grades are currently in the C- and D range.
- Office records indicate that John has had 18 office referrals for language and truancy from Sept. 7 – December 7. These are all reported during the periods of math and language arts.
- Days of instructional time lost due to removal for behavior = 18/60 days or 30%
- On two occasions John was observed by the school psychologist in math. Another observation was conducted during language arts class by the special education teacher. Notes include that John was tardy to class each time. When arriving at math he sat down and put headphones on during class instructional time. When work was assigned John did not attempt to complete it. On both occasions John was approached by the teacher to remove the headphones and John called the teacher a "B" on one occasion and said I don't give a _____; each time the inappropriate language was followed by walking out of the room. John's teacher reported the instances to the office. When John was found, he was sent to the office each time and then to in-school suspension.
  On a third observation by the special education teacher in Language arts class John was again tardy. He did not put on headphones, but instead pulled out his phone and started looking at it. His teacher did not respond. John continued to look at this phone during instructional time. When an assignment was given, John put the work in his folder and stared out the window. When the teacher asked him to start on his work, he replied "I will do it at home." When the teacher asked him again to take it out and work on it, he tore it up and threw it at the wall and left the classroom. This was also followed by a trip to the office and in-school suspension.
- An environmental observation form was completed by each observer. In math class it was noted that students seemed to ignore John's behavior. In language arts class two students encouraged John to put his headphones on by commenting "John, don't forget your headphones!"

- A personal interview and rating scale given to the parent indicates that John has not been acting out at home. Most of his time at home is spent with video games in his room. He does not like to spend time with peers and parents report he does not have any friends at school; however, he does like his social studies teacher.

Rubric for Case Study Final - SPED 393

	Weight	4	3	2	1	Possible
Pathway Charting	5	Chart has all components correctly filled out with evidence based interventions and strategies included. Complete hypothesis statement. It was completed with all group members present and all participated in the discussion process.	Chart has all components filled out with evidence based interventions and strategies included. Complete hypothesis statement. It was completed with most group members present and those present participated in the discussion process.	Chart has most components correctly filled out. Some components such as interventions, strategies, hypothesis, and FERB are lacking depth. Chart was not completed as a full group with all participating.	Chart is lacking component depth and completeness. All group members did not participate.	20
Functional Behavioral Assessment (FBA)	5	FBA is fully complete with all sections filled out correctly. Sections reflect thorough processing of all data that was provided.	FBA is complete with all sections filled out completely, report indicates one factor missing during group analysis of the data provided.	FBA is mostly complete, however, group analysis of the data indicates information was not fully considered and is missing important factors.	FBA is partially complete, with partial evidence that information was considered and analyzed.	20
Behavior Intervention Plan (BIP)	5	BIP is fully completed and correlates directly to components of the Charting and FBA documents. Environmental factors are addressed fully.	BIP is fully completed,most infromation correlates with information provided on the Charting and FBA documents, but has discrepancies. Environmental factors addressed, but may be lacking.	BIP is mostly complete, only parts of the BIP correlate to the Charting and FBA documents. Environmental factors not fully addressed.	BIP is partially complete, little or no correlation to the Charting and FBA documents. Environmental factors not fully addressed.	20
Classroom Design Plan	5	Design plan is approprate to students needs. Plan indicates how design meets instructional and safety needs of all in the classroom. Plan includes more than required components.	Design plan contains required components, (all listed in previous colomn) may be missing one, or plan is not clearly layed out.	Design plan contains some of required components, however, it is largely incomplete and is not clearly defined.	Design plan exists, but does not have components and is not clearly layed out.	20
Lesson Plan	5	Lesson plan matches grade level of child, plan is adapted to meet needs of student with appropriate strategies and accomodations clearly stated in plan.	Lesson plan matches grade level of child, plan needs improvement to meet needs of student with appropriate strategies and accomodations clearly stated in plan.	Lesson plan is present, but lacks necessary adaptations beyond original lesson plan, accomodations are present, but need to be more suited to the individual student.	Lesson plan is present, but does not include additional required components.	20
Name:			TOTAL group/self-evaluation		TOTAL faculty-evaluation	100

		SPED 393 Course Outcomes				
	SPED 393 Social and Behavioral Strategies for Students with Disabilities Course outcome alignment to Idaho Standards for Exceptional Child Generalists	Students will demonstrate an understanding of Federal and state requirements for the identification and provision of services for students with emotional and behavioral disorders K-12	Students will identify cognitive, social and learning characteristics of students with emotional and behavioral disorders K-12	Students will demonstrate the ability to administer and interpret formal and informal social and behavioral assessments for students K-12, including RTI	Students will demonstrate the ability to identify and implement strategies to address emotional and behavioral concerns for students K-12	Students will demonstrate the ability to develop Behavioral Intervention Plans for students with emotional and behavioral disorders K-12
Idaho Standards for Exceptional Child Generalists	Standard 1: Learner Development and Individual Learning Differences - The teacher understands how exceptionalities may interact with development and learning and use this knowledge to provide meaningful and challenging learning experiences for individuals with exceptionalities.		K 1-3		K 1-3	P 1
	Standard 2: Learning Environments - The teacher creates safe, inclusive, culturally responsive learning environments so that individuals with exceptionalities become active and effective learners and develop emotional well-being, positive social interactions, and self determination.	K 1		K 2	K 3, 4	K 3, 4 P 2
	Standard 3: Curricular Content Knowledge - The teacher uses knowledge of general and specialized curricula to individualize learning for individuals with exceptionalities.		K 1, 2			K 1,2
	Standard 4: Assessment - The teacher uses multiple methods of assessment and data-sources in making educational decisions	K 7		K 1-3, 5, 6 P 2	K 4-6	K 4-6 P 4, 5
	Standard 5: Instructional Planning and Strategies – The teacher selects, adapts, and uses a repertoire of evidence-based instructional strategies and interventions to advance learning of individuals with exceptionalities.		K 1, 6	K 2, 9	K 4, 6-8 P 1	
	Standard 6: Professional Learning and Ethical Practices – The teacher uses foundational knowledge of the field and the their professional Ethical Principles and Practice Standards to inform special education practice, to engage in lifelong learning, and to advance the profession.	K 1-3, 5	K 2			
	Standard 7: Collaboration – The teacher will collaborate with families, other educators, related service providers, individuals with exceptionalities, and personnel from community agencies in culturally responsive ways to address the needs of individuals with exceptionalities across a range of learning experiences.			K 1-6	K 1-4	K 1-4

Social / Behavior Strategies for Students with Disabilities (SPED 393)

Instructor
Jeffry B. Pulsipher
Office: Hinckley Bldg. 362
Email: pulsipherj@byui.edu
Office hours: Monday through Wednesday 1:00-2:00 and Thursday from 12:00-1:00 or by appointment
Phone: 496-4129

Prerequisites
Prior to this class, you should have taken SPED 310 & ED 424 and received a grade of C- or better. If that is not the case, you must speak with me and together we can evaluate your preparation to take this class.

Course Description
Prospective special education teachers will explore methods, strategies, and accommodations for teaching students with emotional and behavioral disorders. Cognitive, social and learning characteristics of students with emotional and behavioral disorders will be identified. Students will have the opportunity to administer informal and formal social and behavioral assessments, interpret assessment data, and plan curriculum based on assessment outcomes. Positive Behavioral Interventions and Supports as well as Behavioral Intervention Plans will also be developed using assessment outcomes.

Learning Outcomes
Upon completion of this course:

1. Students will demonstrate an understanding of Federal and state requirements for the identification and provision of services for students with emotional and behavioral disorders K-12.
2. Students will identify cognitive, social and learning characteristics of students with emotional and behavioral disorders K-12.
3. Students will demonstrate the ability to administer and interpret formal and informal social and behavioral assessments for students K-12, including RTI.
4. Students will demonstrate the ability to identify and implement strategies to address emotional and behavioral concerns for students K-12.
5. Students will demonstrate the ability to develop Behavioral Intervention Plans for students with emotional and behavioral disorders K-12.

Textbooks/Required Readings

- Textbook: *Evidence-Based Practices for Educating Students with Emotional and Behavioral Disorders* 3 Ed., by Mitchell L. Yell, Nancy B Meadows, Erik Drasgow, and James G. Shriner, Merrill/Pearson, 2009.
- Cases: *Cases in Emotional and Behavioral Disorders of Children and Youth* 3rd Edition, by James M. Kauffman and Timothy J. Landrum, 2013

Readings
You will have assigned readings throughout the course in preparation for discussions on various topics. These include conference talks and other research-related articles depending on the needs of our class. I encourage you to search out additional information for the topic we cover in class that would benefit our understanding further. If there is new or relevant information I find during the course of the semester I will add it as I see appropriate. Each reading will include a reflective paper submitted in I-Learn in response to specific questions listed in the individual assignments. All assignments will show up on your dashboard in I-Learn.

Major Assignments

1. **Personal Social Contact Activities** – Complete at least two of the following activities. You may want to include more of them as part of your personal interest project.

- Professional interview – Interview a professional in the field of mental health and behavior change. Write a one-page summary of what you learned.
- Teacher interview – Interview a teacher who has a child in his/her class diagnosed with an emotional/behavioral disorder (EBD). Write a one-page summary of what you learned.
- Observations – Observe a child at home or in the classroom who has a current DSM-V diagnosis or is placed on an IEP with an EBD. Observe for at least 30 minutes two times. Write a one-page summary of what you learned.
- Family interview – Interview the members of a family who have a family member who has been diagnosed with an EBD. Try to clarify the impact it has on individuals, the family collectively, and local community. Write a one-page summary of what you learned.
- Agency interview – Interview an agency director in the field of mental health and behavior change. Write a one-page summary of what you learned.

2. **Research and Co-Teach Opportunity**

This is an opportunity for you to research more deeply into a topic we will be covering in class or that is directly related to our study. Your topic will be chosen early in the course. As we come to the topic as part of the course progression you will prepare and teach the class on your chosen topic in a co-teaching situation with the instructor. You will be the lead instructor on the topic and become our "in house expert." On the day you teach you should have a hand out or other means of providing a summary of key information to the class for them to use as a resource in their careers. Please also submit the same information to me as well. Research should include, but go far beyond the textbook. Supporting research materials should include scholarly journals, books, video vignettes, professional interviews, and other applicable resources. After you teach the class please answer and submit the reflective questions found in I-Learn under the assignments tab.

In Class and Preparation Assignments (Teach One Another): Many group and individual activities/assignments are done in class and are *graded*. *It will be very difficult and sometimes impossible to make up these in-class activities if you are absent. Please plan to attend all classes unless you are ill. If you do miss, plan to obtain materials from a classmate.* Preparation assignments will always show up on I-Learn as an assignment. You may look at the calendar in I-Learn to see upcoming assignments. However, these are subject to change based on the needs of the class.

Assignment Due Dates: Assignments are due on the scheduled date posted on I-Learn. Students are expected to turn in their homework assignments on time. If you know you will not be able to complete an assignment before it is due because of extenuating circumstances you must contact me **before** the due date within at least five hours before the assignment is due to make arrangements for extended time and to discuss a new due date. If I am not contacted before the assignment is due it may be turned in for half credit and must be turned in no later than 48 hours of the original due date. Submissions after 48 hours will not be graded and will receive a zero.

Quizzes

- You will have a quiz more often than not over assigned readings at the beginning of class.

Examinations
There are two examinations for this class: the mid-term and the final. The mid-term is a take home constructed-response essay exam. The final is a student case study which you will complete as a group acting as an MDT team. The requirements for the final examination are as follows:

Application Activities Final –
First, I will give you a case study approximately one week before the final is due. Using that case study, you will complete the following items as a group:

1. Pathway Charting – Using information collected from the case study, fill out a pathways chart as you hypothesize the function of the behavior and determine possible strategies to use. On the chart include your hypothesis statement.
2. Functional Behavioral Assessment (FBA) – Using information from the case study and pathway chart, follow the process to analyze data and input it into a formal FBA.
3. Behavior Intervention Plan (BIP) – Complete a formal BIP using the information you have, be sure to include how you would modify the environment and other elements of the student's education to support the appropriate (target) behavior of the child.
4. Classroom design plan – Design a classroom around the needs of your student and others who are in a self-contained or partial-placement classroom. Identify how your classroom design meets the safety and instructional needs of your student and others that would be placed in this setting.
5. Lesson plan – Find a lesson plan based on the age and grade of the student in the case study, and then modify the lesson plan and strategies to meet his or her needs. Include necessary accommodations as well.

Grading
Final grades will be evaluated based on the following breakdown.

Grading Scale:

94-100% -- A	90-93.99% -- A-	87-89.99% -- B+
84-86.99% -- B	80-83.99% -- B-	77-79.99% -- C+
74-76.99% -- C	70-73.99% -- C-	67-69.99% -- D+
64-66.99% -- D	60-63.99% -- D-	0-59.99% -- Fail

Other expectations

The *Honor Code* and *Dress & Grooming Standards* will be enforced in class or when representing the university. I enforce them, not just because you committed to honor it, but because I expect you to look professional (like a teacher) as you act in the role of a student in this class. I will focus on doing and becoming, rather than the "do-nots." Consequently, please **dress up** when you come to class or when doing service for this class. Look your best.

This syllabus is subject to change, based on the demands (learning or otherwise) of this course, the university, and the needs of the students in the class.

Other notices and policies

Sexual Discrimination
Title IX of the education amendments of 1972 prohibits sex discrimination against any participant in an education program or activity that receives federal funds, including federal loans and grants. Title IX also covers student-to-student sexual harassment. If you encounter unlawful sexual harassment or gender based discrimination, please contact the personnel office at 496-1130.

Accommodations for Disabilities

Brigham Young University-Idaho is committed to providing a working and learning atmosphere which reasonably accommodates qualified persons with disabilities. If you have any disability which may impair your ability to complete this course successfully, please contact the Services for Students with Disabilities office, 496-1158. Reasonable academic accommodations are reviewed for all students who have qualified documented disabilities. Services are coordinated with the student and instructor by this office. If you need assistance or if you feel you have been unlawfully discriminated against on the basis of disability, you may seek resolution through established grievance policy and procedures. You should contact the personnel office at 496-1130. In compliance with applicable disability law, qualified students with a disability may be entitled to "reasonable accommodations." It is the student's responsibility to disclose to the teacher any special need she/he may have before the end of the first week of class.

Academic Honesty Policy – Definitions

Intentional Plagiarism is the deliberate act of representing the words, ideas, or data of another as one's own without providing proper attribution to the author through quotation, reference or footnote.

Inadvertent Plagiarism involves the inappropriate, but non-deliberate, use of another's words, ideas or data without proper attribution. Although not a violation of the Honor Code, it is a form of academic misconduct for which an instructor can impose appropriate academic sanctions. Students who are in doubt as to whether they are providing proper attribution have the responsibility to consult with their instructor and obtain guidance.

Plagiarism may occur with respect to unpublished as well as published material. Examples include:

- Direct Plagiarism—the verbatim copying of an original source without acknowledging the source.
- Paraphrased Plagiarism—the paraphrasing, without acknowledgment, of ideas from another that the reader might mistake for his/her own.
- Plagiarism Mosaic—the borrowing of words, ideas or data from an original source and blending this original material with one's own without acknowledging the source.
- Insufficient Acknowledgement—the partial or incomplete attribution of words, ideas or data from an original source.

Fabrication or Falsification is a form of dishonesty where a student invents or distorts the origin or content of information used as authority. Examples include:

- Citing a source that does not exist.
- Citing information from a source which is not included in the source for which credit is given.
- Citing a source for a secondary proposition which it does not support.
- Citing a bibliography source when it was neither consulted nor cited in the body of the paper.
- Intentionally distorting the meaning or applicability of data.
- Inventing data or statistical results to support conclusions.

Cheating is a form of dishonesty where a student attempts to give the appearance of a level of knowledge or skill that has not been obtained. Examples include:

- Copying from another person's work during an examination or while completing an assignment.
- Allowing someone to copy from you during an examination or while completing an assignment.
- Using unauthorized materials during an examination or while completing an assignment.
- Collaborating on an examination or assignment without authorization.
- Taking an examination or completing an assignment for another, or permitting another to take an examination or to complete an assignment for you.

Other Academic Misconduct includes other academically dishonest, deceitful or inappropriate acts which are intentionally committed. Examples include but are not limited to:

- Inappropriately providing or receiving information or academic work so as to gain unfair advantage over others.
- Planning with another to commit any act of academic dishonesty.

- Attempting to gain an unfair academic advantage for oneself or another by bribery or by any act of offering, giving, receiving, or soliciting anything of value to another for such purpose.
- Changing or altering grades or other official educational records.
- Obtaining or providing to another a test or answers to a test which has not been administered.
- Breaking and entering into a building or office for the purpose of obtaining an unauthorized test.
- Continuing work on an examination or assignment after the allocated time has elapsed.
- Submitting the same work for more than one class without disclosure and approval.
- Getting equal credit on group assignments when equal work was not done.

Academic Honesty Policy – Adjudication Procedures

Faculty are responsible to establish and communicate to students their expectations of behavior with respect to academic honesty and the student's conduct in their course. The instructor will be responsible to investigate any incident of academic dishonesty or misconduct, determine the circumstances, and take appropriate action. Examples include but are not limited to the following:

- Reprimanding the student orally or in writing.
- Requiring work affected by the academic dishonesty to be redone.
- Administering a lower or failing grade on the affected assignment, test or course.
- Work with the Dean of Students to remove the student from the course.
- Recommending to the Dean of Students that the student be put on probation or dismissed.

If the incident involves the violation of a public law, e.g., breaking and entering into an office or stealing an examination, the act should be reported to University Police.

For the purpose of tracking, suspected or proven violations of the Academic Honesty Policy should be reported to the Dean of Students office—name, incident, action taken. If the occurrence is sufficiently egregious or if a pattern of dishonesty or misconduct is discovered additional action may be taken on behalf of the university based upon the nature of the infraction.

If an affected student disagrees with the determination or action and is unable to resolve the matter to the mutual satisfaction of the student and the instructor, he/she may have it reviewed through the university's grievance process.

Course Title:
SPED 400
Practicum – Elementary Education

Course Description:
Prospective special education teachers will receive practical, first-hand experience working with a special education teacher in an elementary school setting grades K-8. Opportunities for engaging in both formal and informal assessment activities, designing individualized curriculum, accommodating the general education curriculum, monitoring student progress, and collaborating with other professionals and families will be embedded within the practicum experience. A weekly two-hour seminar will serve as the forum in which students can address challenges and concerns while sharing experiences, expertise and successes.

Course Outcomes:
1. Students will demonstrate professional practices in compliance with Federal and state special education policies and procedures.
2. Students will demonstrate the ability to observe, document and assess student performance as part of the planning, evaluation and/or eligibility process.
3. Students will demonstrate the ability to plan appropriate curriculum including adaptations, accommodations and learning strategies for students with disabilities grades K-8.
4. Students will demonstrate the ability to provide meaningful instruction resulting in positive benefit to students with disabilities grades K-8.
5. Students will demonstrate the ability to collaborate with parents, related services personnel, paraprofessionals, and others involved in serving students with disabilities grades K-8.
6. Students will demonstrate professional communication, behavior, attitude, dress and language in all aspects of the practicum experience.

Documents to Follow:
- Chart to show alignment of course outcomes with Idaho Standards for Exceptional Child Generalists
- Course syllabus
- Assessment tools to measure competency and skill

Competency Assessment Rubric (CAR)

Domain 1: Planning and Preparation	Developing	Applying	Basic
1a Demonstrating Knowledge of Content and Pedagogy			
1b Demonstrating Knowledge of Students			
1c Setting Instructional Outcomes			
1d Demonstrating Knowledge of Resources			
1e Designing Coherent Instruction			
1f Designing Student Assessments			
Domain 2: The Classroom Environment			
2a Creating an Environment of Respect and Rapport			
2b Establishing a Culture for Learning			
2c Managing Classroom Procedures			
2d Managing Student Behavior			
2e Organizing Physical Space			
Domain 3: Instruction			
3a Communicating with Students			
3b Using Questions and Discussion Techniques			
3c Engaging Students in Learning			
3d Using Assessment in Instruction			
3e Demonstrating Flexibility and Responsiveness			
Domain 4: Professional Responsibilities			
4a Reflecting on Teaching			
4b Maintaining Accurate Records			
4c Communicating with Families			
4d Participating in a Professional Community			
4e Growing and Developing Professionally			
4f Showing Professionalism			
Domain 5: Health, Safety, and Nutrition			

SPED 400 Elementary Senior Practicum Checklist

Before the end of the semester the student will complete each of the following items. When completed please have the mentor teacher initial the designated area certifying completion of the task. Items with a page number next to them references a page in the getting started binder located in course resources in I-Learn.

Domain 1: Planning and Preparation

Students should work to show competence in these areas by completing the items below & others.

1a Demonstrating Knowledge of Content and Pedagogy
1b Demonstrating Knowledge of Students
1c Setting Instructional Outcomes
1d Demonstrating Knowledge of Resources
1e Designing Coherent Instruction
1f Designing Student Assessments

Task	Dates Completed	Student Initial	Teacher Initial	Turn In Y/N
Student and Classroom profile pg. 2.2				Yes
Yearly IEPs & Re-evaluation Timelines (pg.3.3)				No
Available Assessment Tools in School/District (see pg.7.4)				Yes*
Available Curriculum Resources in School pg. 8.1				Yes*
List additional activities you participated in to gain competence in this domain:				

Domain 2: The Classroom Environment

Students should work to show competence in these areas by completing the items below & others.

2a Creating an Environment of Respect and Rapport
2b Establishing a Culture for Learning
2c Managing Classroom Procedures
2d Managing Student Behavior
2e Organizing Physical Space

Task	Dates Completed	Student Initial	Teacher Initial	Turn In Y/N
Create a set of emergency sub plans for the classroom you are in, (for whole day)				Yes
You're the teacher today: Be the teacher for the whole day on 2 non-consecutive days. (Requires excusal from other classes ahead of time.) Turn in a written reflection of each day.				Yes

Become familiar with the behavior plans of students in the classroom, know the procedures and consult with the mentor teacher on possible situations that may and do arise.	No

List additional activities you participated in to gain competence in this domain:

Domain 3: Instruction

Students should work to show competence in these areas by completing the items below & others.

3a Communicating with Students
3b Using Questions and Discussion Techniques
3c Engaging Students in Learning
3d Using Assessment in Instruction
3e Demonstrating Flexibility and Responsiveness

Task	Dates Completed	Student Initial	Teacher Initial	Turn In Y/N
Prepare for & Teach a Minimum of 7 Lessons (submit a lesson plan for each including accomodations see 2.4, and a reflection for each)				Yes*
Conduct 1 Formal Assessment				No
Conduct 2 Observations (academic or behavior based pg. 7.5)				Yes*
Complete the progress reports for a minimum of 3 students				Yes*

List additional activities you participated in to gain competence in this domain:

Domain 4: Professional Responsibilities

Students should work to show competence in these areas by completing the items below & others.

4a Reflecting on Teaching
4b Maintaining Accurate Records
4c Communicating with Families
4d Participating in a Professional Community
4e Growing and Developing Professionally
4f Showing Professionalism

Task	Dates Completed	Student Initial	Teacher Initial	Turn In Y/N
Write 2 IEPs Under Direction of Teacher (use checklist as you complete the IEPs)				Not IEPs Yes*

(Pgs.4.8 or 4.11)	checklists
Attend 2 IEP Meetings & conduct at least one of them (preferrably for the students IEPs you wrote)	No
Attend 2 MDT Meetings, write a reflection of each experience (keeping confidentiality in mind)	Yes*
Complete a general file review for 5 files. Use form from sde.idaho.gov	Yes*
Collaboration: turn in evidence of collaboration with regular education teachers and administration (this could be in the form of notes from a PLC or evidence of existing practices at the school that you get involved in.)	Yes *
Make a digital handout or flyer that could be distributed to parents which includes online informational resources for a wide variety of disabilities.	Yes

List additional activities you participated in to gain competence in this domain:

Domain 5: Health, Safety, and Nutrition

Students should work to show competence in this area by completing the items below & others.

Task	Dates Completed	Student Initial	Teacher Initial	Turn In Y/N
Know the classroom procedures for fire drills, earthquakes etc…. And the teachers role in that process.				No
Read and have knowledge of student health plans and procedures necessary for their safety and care.				No
Show evidence of activities done with students concerning self-advocacy skills.				Yes

List additional activities you participated in to gain competence in this domain:

PROFESSIONAL GROWTH PLAN

What is the Professional Growth Plan?

The Professional Growth Plan process asks Teachers to develop an Individual Growth Goal based on Danielson's Framework for effective teaching. The goal a Teacher selects and the work s/he conducts should focus on one or more components of the four domains in the Danielson Framework. The goal needs to be a SMART goal, which means that the goal is:

S=Specific and Strategic

M=Measurable

A=Aligned and Attainable

R=Results-oriented

T=Time bound

A Teacher will work with his/her Evaluator to review the Individual Growth Plan. Steps in the development and implementation of the plan include:

1. Writing Individual Growth Plan goal—We just do Step 1 @ BYU-Idaho. You and your mentor teacher complete the rest of the steps during student teaching.

2. Designing action plan

3. Implementing the action steps for the Individual Growth Plan goal

4. Reflecting on the success of the goal

5. Assessing goal attainment

For your assignment: Develop 2 goals from Danielson's Framework for effective teaching Domains 2 & 3 and a third goal of your choice from any of the four domains.

You will take these goals into your student teaching experience.

PROFESSIONAL GROWTH PLAN GUIDING QUESTIONS

First, think of the four years that you spent at BYU-Idaho. Intentionally gather evidence about what has changed in your beliefs of what good teaching is, specific strategies and your personal and individual growth as a person and teacher.

"I used to think….

"Now, I think….

What does a good teacher look like?

Does it matter what the subject is?

What does a good student look like? If you ask students this question, they focus on compliance. What do you, as a teacher, think that a good student looks like?

Read and comment on each of these statements on the importance of quality assessment:

Assessment OF Learning—

Assessment FOR Learning—

Assessment AS Learning—

Assessment IS Learning—

Formative (Ongoing) Assessment is like a regular medical checkup vs. Summative Assessment is the Autopsy—So, how can formative assessment guide your instruction?

Write a reflection about 5 insights this information on assessment can apply to you and your future teaching:

Professional Growth Plan (PGP) Self-Assessment Worksheet

Think of some personal goals that you would like to work on as you enter student teaching. Reflect on the strengths and areas of growth within your professional practices.

This worksheet is intended for personal use only. It will not be a part of your evaluation, but may be discussed with evaluator.

Strengths	Domains/Components	Growth Opportunities
Domain 1: Planning and Preparation	1a. Knowledge of content/ pedagogy 1b. Knowledge of students 1c. Setting instructional outcomes 1d. Knowledge of resources 1e. Designing coherent instruction 1f. Designing student assessments	
We don't focus on Domain 1 @ BYU-I. Reflect on ways that you can focus on this Domain during your student teaching experience.		

Strengths	Domains/Components	Growth Opportunities
Domain 2 - Classroom Environment	2a. Creating an environment of respect/rapport 2b. Establishing a culture for learning 2c. Managing classroom procedures 2d. Managing student behavior 2e. Arrangement of furniture and use of physical space	
You will need to create a S.M.A.R.T. goal from Domain 2.		

Strengths	Domains/Components	Growth Opportunities
Domain 3 - Instruction	3a. Communication with students 3b. Using questioning and discussion techniques 3c. Engaging students in learning 3d. Using assessment in instruction 3e. Demonstrating flexibility and responsiveness	
You will need to create a S.M.A.R.T. goal from Domain 3.		

Strengths	Domains/Components	Growth Opportunities
Domain 4: Professional Responsibilities	4a. Reflecting on teaching 4b. Maintaining accurate records 4c. Communicating with families 4d. Participating in a professional community 4e. Growing and developing professionally 4f. Showing professionalism	
We don't focus on Domain 4 @ BYU-I. Reflect on ways that you can focus on this Domain during your student teaching experience.		

Think of two goals from Domains 2 & 3 and a third of your choice:

Please write your 3 S.M.A.R.T. goals—

The goal needs to be a SMART goal, which means that the goal is:

S=Specific and Strategic

M=Measurable

A=Aligned and Attainable

R=Results-oriented

T=Time bound

1.

2.

3.

These guiding questions are meant to help you focus your reflection on student learning and your teaching practices.

Questions to consider as you prepare to teach:

WHAT CONSTITUTES IMPORTANT LEARNING?

What are the key purposes in your learning activities?

Does the purpose reflect important learning and a view of content as conceptual understanding rather than rote repetition of facts and procedures?

WHAT CAUSES LEARNING?

What are students actually doing on a regular basis in your classroom activities?

What is the level of intellectual rigor?

What choices do students have?

What are their opportunities for reflection and closure regarding their learning?

HOW ARE STUDENTS MOTIVATED?

To what extent have you succeeded in creating a learning community in class?

To what degree do students assume responsibility for their learning on a daily basis?

		SPED 400 Course Outcomes					
	SPED 400 Practicum - Elementary Education Course outcome alignment to Idaho Standards for Exceptional Child Generalists	Students will demonstrate professional practices in compliance with Federal and state special education policies and procedures	Students will demonstrate the ability to observe, document and assess student performance as part of the planning, evaluation and/or eligibility process	Students will demonstrate the ability to plan appropriate curriculum including adaptations, accommodations and learning strategies for students with disabilities grades K-8	Students will demonstrate the ability to provide meaningful instruction resulting in positive benefit to students with disabilities grades K-8	Students will demonstrate the ability to collaborate with parents, related services personnel, paraprofessionals, and others involved in serving students with disabilities grades K-8	Students will demonstrate professional communication, behavior, attitude, dress and language in all aspects of the practicum experience
Idaho Standards for Exceptional Child Generalists	Standard 1: Learner Development and Individual Learning Differences - The teacher understands how exceptionalities may interact with development and learning and use this knowledge to provide meaningful and challenging learning experiences for individuals with exceptionalities.		K 1-3 P 1, 2	K 1-3 P 1, 2	K 1-3 P 1, 2		
	Standard 2: Learning Environments - The teacher creates safe, inclusive, culturally responsive learning environments so that individuals with exceptionalities become active and effective learners and develop emotional well-being, positive social interactions, and self determination.		K 1-4 P 1-4	K 1-4 P 1-4	K 1-4 P 1-4		
	Standard 3: Curricular Content Knowledge - The teacher uses knowledge of general and specialized curricula to individualize learning for individuals with exceptionalities.		K 1-3 P 1-3	K 1-3 P 1-3	K 1-3 P 1-3		
	Standard 4: Assessment - The teacher uses multiple methods of assessment and data-sources in making educational decisions		K 1-7 P 1-5				
	Standard 5: Instructional Planning and Strategies – The teacher selects, adapts, and uses a repertoire of evidence-based instructional strategies and interventions to advance learning of individuals with exceptionalities.		K 1-9 P 1-6	K 1-9 P 1-6	K 1-9 P 1-6		
	Standard 6: Professional Learning and Ethical Practices – The teacher uses foundational knowledge of the field and the their professional Ethical Principles and Practice Standards to inform special education practice, to engage in lifelong learning, and to advance the profession.	K 1-5 P 1-4				K 1-5 P 1-4	
	Standard 7: Collaboration – The teacher will collaborate with families, other educators, related service providers, individuals with exceptionalities, and personnel from community agencies in culturally responsive ways to address the needs of individuals with exceptionalities across a range of learning experiences.						K 1-6 P 1-3

SPED 400 Elementary Special Education Practicum

Instructor: Jeff Pulsipher

Office: Hinckley 362 Office # 496-4129 email: pulsipherj@byui.edu

Office Hours: Mon. through Wed. 1:00-2:00 and Thurs. from 12:00-1:00 or by appointment

Time and Place: Mon. – Thurs. Arranged in public schools / Friday 10:15-11:15

Text and Materials: *Conscious Classroom Management: Unlocking the Secrets of Great Teaching by Rick Smith*

Course Description:

Prospective special education teachers will receive practical, first-hand experience working with a special education teacher in an elementary school setting grades K-8. Opportunities for engaging in both formal and informal assessment activities, designing individualized curriculum, accommodating the general education curriculum, monitoring student progress, and collaborating with other professionals and families will be embedded within the practicum experience. A weekly one-hour seminar will serve as the forum in which students can address challenges and concerns while sharing experiences, expertise and successes. ***SPED 400 students will provide instruction to K-8th grade students at designated schools in the Jefferson, Madison, Sugar-Salem, and Bonneville School Districts.***

Taught: Fall, Winter

Course Outcomes: In an authentic classroom setting, students will demonstrate proficiency in the following outcomes embedded into practicum experiences.

1. Students will demonstrate professional practices in compliance with Federal and state special education policies and procedures.
2. Students will demonstrate the ability to observe, document and assess student performance as part of the planning, evaluation and/or eligibility process.
3. Students will demonstrate the ability to plan appropriate curriculum including adaptations, accommodations and learning strategies for students with disabilities K-8.
4. Students will demonstrate the ability to provide meaningful instruction resulting in positive benefit to students with disabilities K-8.
5. Students will demonstrate the ability to collaborate with parents, related services personnel, paraprofessionals, and others involved in serving students with disabilities K-8.

Course Requirements/Assignments:

Practicum Checklist and Competency Evidence

As part of your practicum experience you will have the opportunity to complete several activities that are part of the duties of a special education teacher. These activities are connected to the Danielson Framework and will be the most significant part of your work in this course. You will be given a checklist of items that need to be completed and then signed off by you and your mentor teacher by the end of the semester. Some of these items are student referenced and will not be turned in, but will be given to your mentor teacher for classroom use and be checked off with a space for comments. All items may be used as artifacts in your electronic portfolio showing competency in initial teacher preparation standards. You will find the checklist included in the resources tab in I-Learn.

Formal & Informal Observations: During the semester you will have 3 formal observations conducted by the instructor (Me). This is something you will see often in your career as a teacher. It consists of a pre-observation meeting in which we discuss your lesson topic and those things in which you are working on which you would like me to provide feedback on. I will then observe on the scheduled date and then we will hold a post-observation meeting to discuss the lesson and provide feedback. The three will need to be scheduled at the beginning, middle, and end of the semester. There may also be informal observations which I will be in the classroom providing positive feedback and support. Your evaluations will be based on the Danielson Model which you can access in the resources tab in I-Learn.

In-Class and Preparation Assignments (Teach One Another): Many group and individual activities/assignments are done in class and are *graded*. *These in-class activities can be very difficult and sometime impossible to make up if you are absent. Please plan to attend all classes unless ill. If you do miss, plan to obtain materials from a classmate.* Preparation assignments will always show up on I-Learn as an assignment. You may look at the calendar in I-Learn to see upcoming assignments. These are subject to change based on the needs of the class.

Exams: We will have a final oral defense exit interview at the end of the semester where you will report on your checklist and experiences that show your competence in each area of the Danielson domains and course outcomes. For the exam you should be prepared to connect each item of the checklist and your additional evidences to a specific area (component) within the Danielson Domains (found in course documents). Together we will then assign you a grade. If there is a lack of evidence in a competency area, additional assignments or activities may be required before passing the course.

Attendance/Participation: Your attendance and participation in class during the university classroom portion of this course is critical. Some of what we will discuss is not found in printed documents that you can read outside of class. However, it is most critical that you fulfill your daily teaching obligations just as full-time classroom teachers do. Absences may be approved due to a ***serious, bedridden illness or other emergency*** and circumstance beyond your control. If

due to one of these reasons you are unable to teach you must let me know as well as your mentor teacher. You will then need to arrange to make up the missed time on another day. Again, these changes are only authorized for the reasons shown above. ***Any unauthorized absence during your practicum experience might result in a letter grade deduction on your final grade***. ***More than one unauthorized absence may result in dismissal from the course.*** You must participate in planning the lesson, be prepared for your teaching assignment, and teach for student understanding and involvement. Lack of effort in any of these areas is unacceptable. As you teach, performance expectations will rise. With practice, the assumption is that your ability to teach will increase. These teaching experiences will take place in various locations as assigned. ***Local School Districts place a great deal of trust in BYU-I, by allowing us to work with students in their schools. As part of our program, it behooves you to be where you are supposed to be when you are supposed to be there. Come to the school completely prepared, professionally dressed, and take responsibility for the success of your students.***

Performance Assessment (Ponder and Prove): I have high expectations for your planning and teaching. Some of your teaching experiences may be recorded. If recorded, you will have to watch your recordings and analyze your teaching practices. You will receive regular feedback on your planning and teaching from your instructor. We, the department faculty, do not expect perfection, but we do expect you to plan comprehensively, to teach effectively, and to show improvement from lesson to lesson.

Assignment Due Dates: Assignments are due on the scheduled date posted on I-Learn. Students are expected to turn in their homework assignments on time. If you know you will not be able to complete an assignment before it is due because of extenuating circumstances you must contact me **before** the due date within *reasonable time to make arrangements for the extended time and to discuss a new due date. If I am not contacted before the assignment is due it may be turned in for half credit and must be turned in no later than 48 hours of the original due date. Submissions after 48 hours will not be graded and will receive a zero.

**reasonable time is a minimum of 5 hours before the time the assignment is due*

Grading

Final grades will be evaluated based on the following breakdown.

Grading Scale:

94-100% -- A	*90-93.99% -- A-*	*87-89.99% -- B+*
84-86.99% -- B	*80-83.99% -- B-*	*77-79.99% -- C+*
74-76.99% -- C	*70-73.99% -- C-*	*67-69.99% -- D+*
64-66.99% -- D	*60-63.99% -- D-*	*0-59.99% -- Fail*

**** PLEASE NOTE ****

- The instructor reserves the right to make changes to the syllabus as needed.
- In compliance with the Americans with Disabilities Act, all qualified students enrolled in this course are entitled to reasonable accommodations. It is the responsibility of the student to disclose to the teacher any special needs by the end of the first week of class.
- There is a policy restricting students from bringing children to class. If a rare emergency arises, contact the instructor for special permission.
- About those cell phones and text messaging… I would ask you to turn them off **before entering our classroom**, and not use them while you are here. If you are waiting for an emergency call, I understand, just let me know. We may use devices at various times during the course as a tool for learning. These times will be designated by instructor.
- Students enrolled in SPED 400 are expected to follow applicable professional standards from the Code of Ethics for teachers in the State of Idaho and commensurate responsibilities within Madison School District. The Code of Ethics for Idaho teachers is available online. It is imperative that you become familiar with this information. Please see: http://www.sde.idaho.gov/site/teacher_certification/code.htm
- Students enrolled in SPED 400 must limit the use of any videos generated in the practicum lab to learning experiences related to the coursework only. No video of practicum experiences may be transmitted or re-used outside the learning experiences attached to the class.

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Academic Honesty Policy – Definitions

Intentional Plagiarism is the deliberate act of representing the words, ideas, or data of another as one's own without providing proper attribution to the author through quotation, reference or footnote.

Inadvertent Plagiarism involves the inappropriate, but non-deliberate, use of another's words, ideas or data without proper attribution. Although not a violation of the Honor Code, it is a form of academic misconduct for which an instructor can impose appropriate academic sanctions. Students who are in doubt as to whether they are providing proper attribution have the responsibility to consult with their instructor and obtain guidance.

Plagiarism may occur with respect to unpublished as well as published material. Examples include:

- Direct Plagiarism—the verbatim copying of an original source without acknowledging the source.
- Paraphrased Plagiarism—the paraphrasing, without acknowledgment, of ideas from another that the reader might mistake for his/her own.
- Plagiarism Mosaic—the borrowing of words, ideas or data from an original source and blending this original material with one's own without acknowledging the source.
- Insufficient Acknowledgement—the partial or incomplete attribution of words, ideas or data from an original source.

Fabrication or Falsification is a form of dishonesty where a student invents or distorts the origin or content of information used as authority. Examples include:

- Citing a source that does not exist.
- Citing information from a source which is not included in the source for which credit is given.
- Citing a source for a secondary proposition which it does not support.
- Citing a bibliography source when it was neither consulted nor cited in the body of the paper.
- Intentionally distorting the meaning or applicability of data.
- Inventing data or statistical results to support conclusions.

Cheating is a form of dishonesty where a student attempts to give the appearance of a level of knowledge or skill that has not been obtained. Examples include:

- Copying from another person's work during an examination or while completing an assignment.
- Allowing someone to copy from you during an examination or while completing an assignment.
- Using unauthorized materials during an examination or while completing an assignment.
- Collaborating on an examination or assignment without authorization.
- Taking an examination or completing an assignment for another, or permitting another to take an examination or to complete an assignment for you.

Other Academic Misconduct includes other academically dishonest, deceitful or inappropriate acts which are intentionally committed. Examples include but are not limited to:

- Inappropriately providing or receiving information or academic work so as to gain unfair advantage over others.
- Planning with another to commit any act of academic dishonesty.
- Attempting to gain an unfair academic advantage for oneself or another by bribery or by any act of offering, giving, receiving, or soliciting anything of value to another for such purpose.
- Changing or altering grades or other official educational records.
- Obtaining or providing to another a test or answers to a test which has not been administered.
- Breaking and entering into a building or office for the purpose of obtaining an unauthorized test.
- Continuing work on an examination or assignment after the allocated time has elapsed.
- Submitting the same work for more than one class without disclosure and approval.
- Getting equal credit on group assignments when equal work was not done.

Academic Honesty Policy – Adjudication Procedures

Faculty are responsible to establish and communicate to students their expectations of behavior with respect to academic honesty and the student's conduct in their course. The instructor will be responsible to investigate any incident of academic dishonesty or misconduct, determine the circumstances, and take appropriate action. Examples include but are not limited to the following:

- Reprimanding the student orally or in writing.
- Requiring work affected by the academic dishonesty to be redone.
- Administering a lower or failing grade on the affected assignment, test or course.
- Work with the Dean of Students to remove the student from the course.
- Recommending to the Dean of Students that the student be put on probation or dismissed.

If the incident involves the violation of a public law, e.g., breaking and entering into an office or stealing an examination, the act should be reported to University Police.

For the purpose of tracking, suspected or proven violations of the Academic Honesty Policy should be reported to the Dean of Students office—name, incident, action taken. If the occurrence is sufficiently egregious or if a pattern of dishonesty or misconduct is discovered additional action may be taken on behalf of the university based upon the nature of the infraction.

If an affected student disagrees with the determination or action and is unable to resolve the matter to the mutual satisfaction of the student and the instructor, he/she may have it reviewed through the university's grievance process.

Course Title:
SPED 441
Students with Severe Disabilities

Course Description:
Prospective special education teachers will be introduced to the medical, cognitive, motor and communication needs of students with severe disabilities. The requirements and procedures for alternative assessment will be taught and implemented. Emphasis will be placed on designing curriculum including technology for students with severe disabilities. Legal and ethical considerations for providing educational services for students with severe disabilities will be explored.

Course Outcomes:
1. Students will demonstrate an understanding of the Federal definition of students with severe disabilities and legal requirements for services.
2. Students will demonstrate an understanding of medical, cognitive, motor and communication needs of students with severe disabilities.
3. Students will demonstrate an understanding of the use of alternative assessment and the ability to create one in compliance with federal and state requirements.
4. Students will demonstrate the ability to design curriculum appropriate to the cognitive, motor and communication needs of students with severe disabilities, including the use of technology.
5. Students will demonstrate an understanding of the legal requirements and ethical considerations for collaborating with parents and professionals.

Documents to Follow:
- Chart to show alignment of course outcomes with Idaho Standards for Exceptional Child Generalists
- Course syllabus
- Assessment tools to measure competency and skill

Group Peer Tutor Handbook

Group Peer Tutor Handbook will contain each of the elements listed below. Using what you've learned about Peer Tutoring, each week you will generate an individual copy of each element and post it to the Google Community. As you learn about peer tutoring programs and have rich discussions regarding your individual contributions on the Google Community, work to select the ***best*** of what you and your classmates have created to generate a comprehensive Group Peer Tutoring Handbook which you can take with you to aid you in your future teaching endeavors. Post your best work to the Group Peer Tutor Handbook Doc.

- A questionnaire for peer tutors for the first week. (L01)
- A confidentiality statement that tutors will need to sign. (L01)
- Handouts for your future peer tutors. (L02)
- An accommodations planning guide. (L03)
- Information on how you will evaluate the peer tutors. (L04)
- Daily Tracking sheets. (L05)
- ABC data collection sheets. (L05)
- At least three different data collection sheets that are simple so tutors can use them. (L05)
- A syllabus for your future Peer Tutor class (similar to the ones your BYU-I professors give you ever semester). (L06)
- Any other inspirational things to help tutors be great and work well with your students with disabilities. (L06)

Remember that you are not required to contribute each of the above items each week. Rather, work together as a class to construct an effective handbook, focusing especially on the items that are written in **bold** this week.

By the end of this lesson, your collaborative handbook should contain ***all*** of the elements listed above.

Instructional Program (1 hr 30 min)

Your final write-up on the curriculum program is due. In your submission, include the following:

- A description of the student and rationale for selecting the targeted task (remember student confidentiality).
- A specific instructional objective including conditions, observable response, and a logical criterion statement.
- A concept analysis, response analysis, or task analysis.
- An instructional sequence that specifies the instructional examples to be presented to the student and the order in which they will be presented.
- Response prompting and fading procedures.
- Error correction procedures.
- Data collection and summary procedures.
- Describe any changes you would make in the programming during the course of teaching.
- If your program was successful—include an analysis of why you think the program was successful.
- If your program was unsuccessful—include an analysis of what you would change if you were to continue the program.

PARAEDUCATOR ROLES AND RESPONSIBILITIES GUIDEBOOK

Your finalized group Paraeducator Roles and Responsibilities Guidebook will contain each of the elements listed below. Using what you've learned about Peer Tutoring, each week you will generate an individual copy of each element and post it to the Google Community. As you learn about peer tutoring programs and have rich discussions regarding your individual contributions on the Google Community, work to select the ***best*** of what you and your classmates have created to generate a comprehensive Paraeducator Roles and Responsibilities Guidebook which you can take with you to aid you in your future teaching endeavors. Post your best work to the Paraeducator Roles and Responsibilities Guidebook.

- Five pieces of advice for your defining roles and responsibilities with your paraeducators. (L08)
- A list of contents for your "Paraeducator Survival Kit" as well as justification and an explanation of each item you include. (L09)
- A list of interview questions that you would ask prospective paraeducators hoping to work in your classroom. (L10)
- A list of qualifications you would look for in a paraeducator in your own classroom. (L10)
- Guidelines for working with non-effective (abusive or abrasive) paraeducators. (L11)
- A weekly training schedule for your paraeducators that you could implement your first year as a teacher. (L12)

INDIVIDUAL PROJECT—SOVATA (1 HR 30 MIN)

Your final write-up on SoVaTA is due. In your submission, include the following:

- A description of the student chosen (age, disability, current living arrangements, who you interviewed, etc.).
- A description of where the student is currently functioning, not in Present level form, but in your own words.
- What principles of creating an IEP did you learn in this process? How will you incorporate those into your future teaching?
- The data that you have collected
    - It would be best if data is shown in a graph for analysis purposes.
- Describe what elements of the first individual project were your favorite and why.
- Describe what you found to be the most difficult part of the SoVaTA Project and why.
- What parts of this project would you have done differently? Why? How would you change what you did?
- What elements of this project worked well? What could be improved?
- Any additional information and feedback you would like to share.

		SPED 441 Course Outcomes				
	SPED 441 Students with Severe Disabilities Course outcome alignment to Idaho Standards for Exceptional Child Generalists	Students will demonstrate an understanding of the Federal definition of students with severe disabilities and legal requirements for services	Students will demonstrate an understanding of medical, cognitive, motor and communication needs of students with severe disabilities	Students will demonstrate an understanding of the use of alternative assessment and the ability to create one in compliance with federal and state requirements	Students will demonstrate the ability to design curriculum appropriate to the cognitive, motor and communication needs of students with severe disabilities, including the use of technology	Students will demonstrate an understanding of the legal requirements and ethical considerations for collaborating with parents and professionals
Idaho Standards for Exceptional Child Generalists	Standard 1: Learner Development and Individual Learning Differences - The teacher understands how exceptionalities may interact with development and learning and use this knowledge to provide meaningful and challenging learning experiences for individuals with exceptionalities.	K 2	K 1-3	K1-3 P 1,2	K1-3 P 1,2	K 2
	Standard 2: Learning Environments - The teacher creates safe, inclusive, culturally responsive learning environments so that individuals with exceptionalities become active and effective learners and develop emotional well-being, positive social interactions, and self determination.	K 1, 4 P 1, 4		K 3 P 3	K 2 P 2	
	Standard 3: Curricular Content Knowledge - The teacher uses knowledge of general and specialized curricula to individualize learning for individuals with exceptionalities.	K 1 P 1			K 2, 3 P 2, 3	
	Standard 4: Assessment - The teacher uses multiple methods of assessment and data-sources in making educational decisions			K 1-7 P 1-5	K 1-7 P 1-5	
	Standard 5: Instructional Planning and Strategies – The teacher selects, adapts, and uses a repertoire of evidence-based instructional strategies and interventions to advance learning of individuals with exceptionalities.			K 1-9 P 1-6	K 1-9 P 1-6	
	Standard 6: Professional Learning and Ethical Practices – The teacher uses foundational knowledge of the field and the their professional Ethical Principles and Practice Standards to inform special education practice, to engage in lifelong learning, and to advance the profession.	K 1-5 P 1-4				K 1-5 P 1-4
	Standard 7: Collaboration – The teacher will collaborate with families, other educators, related service providers, individuals with exceptionalities, and personnel from community agencies in culturally responsive ways to address the needs of individuals with exceptionalities across a range of learning experiences.	K 1-6 P 1-3	K 1-6 P 1-3	K 1-6 P 1-3	K 1-6 P 1-3	K 1-6 P 1-3



Welcome to SPED 441

Course Description

Prospective special education teachers will be introduced to the medical, cognitive, motor, and communication needs of students with severe disabilities. The requirements and procedures for alternative assessment will be taught and implemented. Emphasis will be placed on designing curriculum, including technology, for students with severe disabilities. Legal and ethical considerations for providing educational services for students with severe disabilities will be explored.

COURSE OBJECTIVES

In this course, you will:

- Develop a gospel perspective for teaching exceptional students.
- Demonstrate an understanding of the federal definition of students with severe disabilities and legal requirements for services.
- Demonstrate an understanding of medical, cognitive, motor, and communication needs of students with severe disabilities.
- Demonstrate an understanding of the use of alternative assessment and the ability to create one in compliance with federal and state requirements.
- Demonstrate the ability to design curriculum appropriate to the cognitive, motor, and communication needs of students with severe disabilities, including the use of technology.
- Demonstrate an understanding of the legal requirements and ethical considerations for collaborating with parents and professionals.

SPED 441 Students with Severe Disabilities Course outcome alignment to Idaho Standards for Exceptional Child Generalists	Students will demonstrate an understanding of the Federal definition of students with severe disabilities and legal requirements for services	Students will demonstrate an understanding of medical, cognitive, motor and communication needs of students with severe disabilities	Students will demonstrate an understanding of the use of alternative assessment and the ability to create one in compliance with federal and state requirements	Students will demonstrate the ability to design curriculum appropriate to the cognitive, motor and communication needs of students with severe disabilities, including the use of technology	Students will demonstrate an understanding of the legal requirements and ethical considerations for collaborating with parents and professionals
Standard 1: Learner Development and Individual Learning Differences - The teacher understands how exceptionalities may interact with development and learning and use this knowledge to provide meaningful and challenging learning experiences for individuals with exceptionalities.	**K 2**	**K 1-3**	**K1-3 P 1,2**	**K1-3 P 1,2**	**K 2**
Standard 2: Learning Environments - The teacher creates safe, inclusive, culturally responsive learning environments so that individuals with exceptionalities become active and effective learners and develop emotional well-being, positive social interactions, and self determination.	**K 1, 4 P 1, 4**		**K 3 P 3**	**K 2 P 2**	
Standard 3: Curricular Content Knowledge - The teacher uses knowledge of general and specialized curricula to individualize learning for individuals with exceptionalities.	**K 1 P 1**			**K 2, 3 P 2, 3**	
Standard 4: Assessment - The teacher uses multiple methods of assessment and data-sources in making educational decisions			**K 1-7 P 1-5**	**K 1-7 P 1-5**	
Standard 5: Instructional Planning and Strategies – The teacher selects, adapts, and uses a repertoire of evidence-based instructional strategies and interventions to advance learning of individuals with exceptionalities.			**K 1-9 P 1-6**	**K 1-9 P 1-6**	
Standard 6: Professional Learning and Ethical Practices – The teacher uses foundational knowledge of the field and the their professional Ethical Principles and Practice Standards to inform special education practice, to engage in lifelong learning, and to advance the profession.	**K 1-5 P 1-4**				**K 1-5 P 1-4**
Standard 7: Collaboration – The teacher will collaborate with families, other educators, related service providers, individuals with exceptionalities, and personnel from community agencies in culturally responsive ways to address the needs of individuals with exceptionalities across a range of learning experiences.	**K 1-6 P 1-3**	**K 1-6 P 1-3**	**K 1-6 P 1-3**	**K 1-6 P 1-3**	**K 1-6 P 1-3**

Course Architecture

In an online course, regular and sustained attention to the course is critical. You will not be successful if you try to cram all your learning into short, intensive bursts of study. Be attentive to the reading assignments, course activities, and deadlines. Lessons are generally one week long. The first lesson (Introductory Lesson) will help orient you to the course and give you time to practice using the online tools. You will wrap up the course in the Conclusion Lesson by submitting your final assignments and assessments.

Even though this course is online, it is ***not*** an independent study course. In fact, discussion with classmates is a key component of this course. You will be expected to form opinions that can be supported with textual evidence and come to a greater understanding of the plays through discussion with your classmates.

In order to do well, you should expect to spend 3–4 hours weekly for every credit hour; therefore, *you will need to be able to* ***commit 9–12 hours each week*** *to this course.* If you are unable to commit to the time demands this semester, please consider taking the class some other time when you can devote the necessary time to

completing the workload.

Each Lesson:

- Will open four days early in order to accommodate students who need more flexibility in their schedule.
  - New lessons will open Wednesday at 11:59 PM for the proceeding week.
  - Lessons will remain open for 10 days ending on the following Saturday evening at 11:59 PM.
- Has two main due dates:
  - Wednesday (11:59 PM, local time). By Wednesday, you will need to complete the following assignments:
    - Gospel Perspective
    - Preparation Materials
    - Initial post on the Google Community
  - Saturday (11:59 PM, local time)
    - Project
    - Subsequent posts on the Google Community
    - Weekly Reflection
    - Weekly Report

It is important to be prepared both intellectually and emotionally each week. This course is designed to prepare you to teach students with severe disabilities and prepare you to be a contributing member of the work force—blessing people around the world. As you interact with others in various assignments, please remember to be kind, considerate, and respectful of differing viewpoints. You can differ in opinions (sometimes the best learning comes when others challenge your thinking) but still be civil. *Any violation of basic common courtesy—including interaction with the instructor—will negatively impact your grade.*

Read the following article as a reminder of the promises and warnings Elder Bednar addressed concerning entitlement.

***Note:** The due dates of the Introduction lesson activities have been relaxed and are not due until **Wednesday** of Lesson 01. This extra time is given to help students who add late to have time to complete the assignments. Be sure not to procrastinate these assignments until Lesson 01 as that will make completing all of the assignments in Lesson 01 more difficult and time consuming.*

***Note: All** activities in the Conclusion Lesson are due **Wednesday** at 11:59 PM.*

***Note:** You may experience an issue with loading pages in Firefox and Chrome where the content is determined as "insecure." As a default, these browsers will not load those pages. If any of your pages are not loading correctly or come up as a blank page, read How to View Insecure Content and Help! My page isn't loading.*

Course Activities

(Due Wednesday at 11:59 PM)

Gospel Perspective

Each week you will listen to a Gospel Perspective piece presented by Brother Christopherson, one of the on-campus SPED instructors. You will then use what you learn to write a weekly reflection, connecting what you have learned to the gospel perspective.

Preparation Materials

Each week you will read through materials that will prepare you to work on two major projects throughout the course.

(Due Saturday at 11:59 PM)

Individual Projects

This course will have two individual projects for you to complete:

1. SoVaTA Project: For your first project, you will create and run an instructional program for an individual with severe disabilities. This project begins in the Introduction Lesson and will be completed by Lesson 6.

2. Instructional Program Project: For your second project, you will be completing portions of an IEP for transition-aged individuals with severe disabilities which will be based upon a provided transition assessment. This project begins in Lesson 7 and will be completed by Lesson 12.

Group Projects

This course will have two group projects for you to complete:

1. Peer Tutor Handbook
    - You will be creating a Peer Tutor Handbook with the following items:
        - A questionnaire for peer tutors for the first week. (L01)
        - A confidentiality statement that tutors will need to sign. (L01)
        - Handouts for your future peer tutors. (L02)
        - An accommodations planning guide. (L03)
        - Information on how you will evaluate the peer tutors. (L04)
        - Daily Tracking sheets. (L05)
        - ABC data collection sheets. (L05)
        - At least three different data collection sheets that are simple so tutors can use them. (L05)
        - A syllabus for your future peer tutor class. (L06)

        - Any other inspirational things to help tutors be great and work well with your students with disabilities. (L06)
2. Paraeducator Roles and Responsibilities Guidebook
    - You will collaborate to create a presentation and guidebook that you can use to train future paraeducators that will work in your classroom. You should highlight your classroom procedures, philosophy, and expectations in this presentation and guidebook. Your guidebook should include:
        - Five pieces of advice for your defining roles and responsibilities with your paraeducators. (L08)
        - A list of contents for your "Paraeducator Survival Kit" and justification and explanation of items you include. (L09)
        - A list of interview questions that you would ask prospective paraeducators hoping to work in your classroom. (L10)
        - A list of qualifications you would look for in a paraeducator in your own classroom. (L10)
        - Guidelines for working with non-effective (abusive, abrasive) paraeducators. (L11)
        - A weekly training schedule for your paraeducators that you could implement your first year as a teacher. (L12)

Annotated Bibliography

Annotated Bibliography: For this project, you will work on creating an annotated bibliography examining current research on one or two instructional strategies for students with severe disabilities. The bibliography must focus on data-based studies examining the effectiveness of the selected instructional strategy. This project begins in Lesson 1 and will be completed in the Conclusion Lesson.

Reflection

Each week you will ponder upon your experiences in completing the course work. You will then write and submit a reflection on these experiences and the resulting changes in your perspective.

Weekly Report

The Weekly Report allows you to report on your activities each week, assess what has gone well, and what might be improved. This is the only way to get credit for some of the activities that you do so be sure to complete it every week.

Course Requirements

Course Pre-requisites:
The following courses are pre-requisites to SPED 441:

- ED 424: ECSE Assessment and Evaluation
- SPED 380: Legal Issues
- SPED 381: Evidence-Based Practices

Grading Policies

Grade Breakdown

A=93–100%; A-=90–92%; B+=87–89%; B=84–86%; B-=80–83%; C+=77–79%; C=74–76%; C-=70–73%; D+=67–69%; D=64–66%; D-=60–63%; F=below 60%

A: Work is professional in appearance and content. Assignments and class participation represent outstanding understanding, application, integration of subject material, extensive evidence of original thinking, skillful use of concepts, and ability to analyze and solve complex problems. The student also demonstrates diligent application of the Learning Model principles, including initiative in serving other students.

B: Work is professional in appearance and content but with some spelling and grammar concerns. Assignments and class participation represent considerable/significant understanding as well as application and incorporation of the material which would prepare a student to be successful in next level courses, graduate school, or employment. The student participates in the Learning Model, as applied in the course.

C: Work is professional in appearance but has multiple spelling and grammatical errors. Assignments and class participation represent sufficient understanding of the subject matter. The student demonstrates minimal initiative to be prepared for and participate in class discussions and assignments. The student participates only marginally in the Learning Model.

D: Work is unprofessional in appearance and/or has multiple spelling and grammatical errors. Assignments and class participation represent poor performance, initiative to learn, and understand and apply course materials. Retaking a course or remediation may be necessary to prepare for additional instruction in this subject matter.

F: Represents failure in the assignment and/or course due to unprofessionalism and/or incompleteness of assignments and/or non-participation in class and the Learning Model.

Class Policies

Course Questions/Problems/Concerns

This course has a Notes from Instructor board in each lesson where you can post general questions/problems/concerns/etc. Using these boards will inform the instructor, class members, and others monitoring the course of the issues you find and will allow the proper people to correct them for everyone. *This is the fastest and most efficient way to report a problem and get it fixed.* If you are experiencing the same problem as another student who has posted, you can post as well so others know the seriousness of the problem. If you know the answer to a problem, please post solutions. Helping to solve your classmates' problems is another way to teach one another. Additionally, your instructor will use the board to communicate information such as fixes and solutions to help guide you in the course. Make sure you check back often to learn of any changes to the course.

Please note: *You should only email your instructor directly if the problem is of a personal nature OR your instructor informs you that is the way he/she would like to be made aware of questions/problems/concerns.*

Free Software for BYU-Idaho Students

All BYU-Idaho students can get free or discounted software to help in your education. If you don't already have access to these software programs, you can use the link provided to download a copy.

Late Work Policy

Assignments are *due on the day indicated.* Each lesson opens early in order to allow students some flexibility in determining their schedule. Work that is late hampers not only your own learning, but also your classmates' ability to fully participate in the course. *Late work will be accepted only at your instructor's discretion.* (You are more likely to be granted an extension if you do not place your instructor in an awkward situation by asking for special accommodations *after* the fact.) If you feel your situation warrants personal consideration, **inform your instructor before the assignment is due** so that he/she has time to work with you. Any late work that *is* accepted is subject to a penalty as determined by your instructor.

University Policies:

The University has established and posted policies concerning Sexual Harassment, Plagiarism, and Disabilities Services. Please review the following so you are familiar with them:

- Sexual Harassment
- Plagiarism
- Disabilities Services

Disclaimers

Your instructor reserves the right to change any part of this syllabus and/or schedule any time during the semester in order to adapt to changing course needs. You will be notified prior to any changes that may take place, so pay attention to communication from your instructor.

Once you have read through and understood the course requirements, take the Syllabus Quiz to complete the activity.

Course Title:
SPED 442
Curriculum and Instruction for Secondary Students

Course Description:
Federal and state policies and procedures regulating services for secondary students with disabilities will be reviewed. Students will be introduced to the physical, cognitive and behavioral characteristics of adolescents. Common teaching models for secondary education will be explored along with instructional methods for teaching core content to secondary students with disabilities. Students will become acquainted with post-secondary options and transition services for students with disabilities.

Course Outcomes:

1. Students will demonstrate an understanding of Federal and state policies and procedures regulating eligibility and services for secondary students with disabilities.
2. Students will demonstrate knowledge of physical, cognitive and behavioral characteristics of adolescents.
3. Students will demonstrate an understanding of common teaching models for secondary students with disabilities.
4. Students will demonstrate an understanding of instructional methods for teaching core content to secondary students with disabilities.
5. Students will demonstrate an understanding of postsecondary options and transition services available for secondary students with disabilities.

Documents to Follow:

- Chart to show alignment of course outcomes with Idaho Standards for Exceptional Child Generalists
- Course syllabus
- Assessment tools to measure competency and skill

Special Education 442 Final Exam

Name_____

After you complete the test, re-read each of your responses and determine if they reflect an above average response and that you have thoroughly answered <u>each and every part of the question</u>. Good Luck!!

1. Executive functions (also known as cognitive control and supervisory attentional system) is an umbrella term for the management (regulation, control) of cognitive processes, including working memory, reasoning, task flexibility, and problem solving as well as planning and execution. Match the Executive Function category to the quote: (2 points each 22 points total)

____ **1.** "Many of you talk about how hard it is to stay focused on your classwork because of distractions. Let's make a list of distractions and then brainstorm ways to manage them better."

____ **2.** "How long do you think it will take you to finish your spelling homework tonight? Write down your guess and then see if you are right."

____ **3.** "Nice job on that math problem." Tell me how you figured out the answer."

____ **4.** "Is there something we can give you to hold or look at to help you remember to raise your hand before speaking?"

____ **5.** "It's hard to get started on homework because there are so many other more entertaining things to do at home. Next to each homework assignment on your list, write down what time you plan on starting each one. What are some incentives to getting your homework done early at home each night?"

____ **6.** "Successful people are those who make goals and go for them, even if there are obstacles

a. Flexibility
b. Sustained Attention
c. Not doing Brother Cloward's homework during my class
d. Working Memory
e. Being good
f. Metacognition
g. Organization
h. Planning/Prioritization
i. Response Inhibition
j. Letting the KITTY out of the BURLAP
k. Emotional Control
l. Staying on-task
m. Task Initiation
n. Goal-Directed Persistence
o. P2L-Potatoes!!!
p. Time Managerment
q. Effective UP-eeey/Down-eeey-ness

along the way. What's a goal you might want to work for? Something you want to build or create, or want to learn, or something you want to save up money to buy? Let's set a goal for the month and see if we can help you reach your goal."

____ **7.** "What are some ways you could remember everything you have to bring home at the end of the day?"

____ **8.** "Tell me three things you can do if you start your math homework and realize you can't remember exactly how to do the assignment."

____ **9.** "One reason we assign students projects is because we want them to learn how to plan. Let's talk about the steps you need to do in order to complete this project. What do you have to do first?"

____ **10.** "Sometimes students get nervous when they take tests and it makes it hard for them to focus and remember what they studied. What are some things kids could do when that happens?"

____ **11.** "We need a system for organizing our science notebooks. What are some sections we need to include?"

2. Choose three of the above Executive Functions and list one strategy for each that a general education teacher could implement in the classroom for a student struggling with the particular executive functions. (30 points)

3. Choose one of the strategies that you wrote about in the previous questions and tell me how you would MONITOR PROGRESS on that strategy. (20 points)

4. Read the following goal and Calming Strategy for Sammy, a sixth grade student with ADHD:

Goal:By March 2016, when Sammy is not participating (e.g. playing with his cell phone, drawing, or avoiding interaction with the teacher and peers) during class discussion time (or another school setting) when Sammy previously felt anxious, after conferencing one on one with the teacher to discuss (1) the thing that is making him anxious and (1) the calming strategy he will use to calm down, Sammy will use that calming strategy and demonstrate on-task behavior (e.g. engaging with teacher and peers, keeping eyes on work, removing all distractions from desk, etc.) for (5-10) minutes in (2 out of 3) independent practice times. Example Conference: T: What is making you feel anxious? S: I am anxious because I don't want the other students to make fun of me. T: What is a calming strategy we can use to calm down and realize that this is a safe place where the other students will not make fun of you? S: I'll step outside to get a drink of water first, and then I'll use visual imagery to prepare for a good independent work time.

A calming strategy is a self-regulation tool that can be taught to a student or group of students to use or implement when facing difficult or challenging situations. The calming strategy supports the student in making a choice other than the student's typical response. There are many calming strategies including deep breathing, muscle relaxation, visual imagery, self-coaching, taking a break, sensory support. In order for these calming strategies to be effective during the stressful situation, it is best to teach and practice with the student ahead of time in non-stressful situations. In addition, visual cues (hand signal, visual cue card, visual behavior poster) can be incorporated to remind the student to use the calming strategy when encountering the difficult situation.

Visual imagery technique – Going on a Field Trip: A student is very challenged when facing new situations, such as going on a field trip to the local museum. Prior to the field trip, the teacher walks the entire class through a guided visual imagery of what the trip is going to be like including getting on and off the bus, walking into the museum, going to different exhibits, eating lunch, etc. This helps the students to know what to expect and walks the student through a schedule of the field trip. The teacher makes sure to include any areas that might produce or cause anxiety for the student.

What are ways that you can teach and implement this calming strategy and MONITOR Sammy's PROGRESS in his General Education Classroom? (20 points)

5. At the core of UDL is the premise that often the curriculum is disabled (and disabling!). It is not flexible; it often poses barriers, and consequently prevents rather than supports optimal learning experiences. Do you agree or disagree with this view? Why or why not? (2 points)

6. What are the benefits of analyzing the curriculum for strengths and weaknesses rather than focusing on the student's strengths and weaknesses? What are the challenges of this approach? (2 points)

7. How can using a variety of materials and methods reach more of the students within your classroom? What are the benefits of doing so? What are the challenges? (2 points)

8. What barriers are inherent in traditional assessments? What are the challenges in offering varied options for assessment? (2 points)

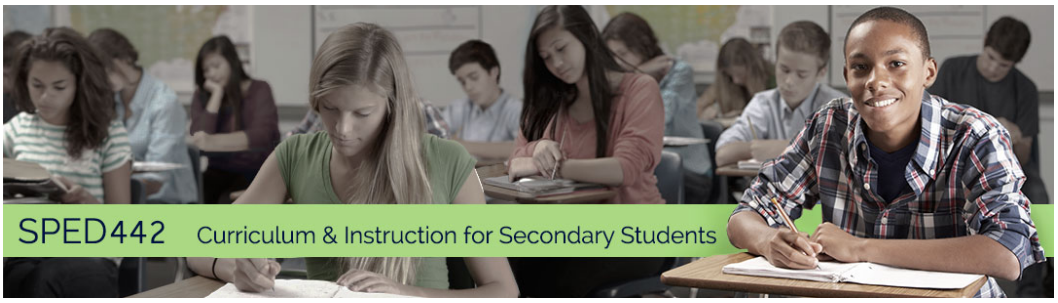
Peer Observation

Danielson Framework for Teaching Domains 2&3

Domain 2: Classroom Environment	Evidence of Domain	Evidence of UDL
2a Creating an environment of respect and rapport • Teacher interaction with students • Student interaction with students		
2b Establishing a culture for learning • Importance of content • Expectations for learning and achievement • Student pride in work		
2c Managing classroom procedures • Instructional groups • Transitions • Materials and supplies • Non-instructional duties • Supervision of volunteers & paraprofessionals		
2d Managing classroom behavior • Expectations • Monitoring behavior • Response to misbehavior		
2e Organizing physical space • Safety and accessibility • Arrangement of furniture and resources		
Domain 3: Instruction	**Evidence of Domain**	**Evidence of UDL**
3a Communicating with students • Expectations for learning • Directions and procedures • Explanations of content • Use of oral and written language		

3b Using questioning and discussion techniques • Quality of questions • Discussion techniques • Student participation		
3c Engaging students in learning • Activities and assignments • Student groups • Instructional materials and resources • Structure and pacing		
3d Using assessment in instruction • Assessment criteria • Monitoring of student learning • Feedback to students • Student self-assessment and monitoring		
3e Demonstrating flexibility and responsiveness • Lesson adjustment • Response to students • Persistence		

		SPED 442 Course Outcomes				
Idaho Standards for Exceptional Child Generalists	**SPED 442 Curriculum and Instruction for Secondary Students** Course outcome alignment to Idaho Standards for Exceptional Child Generalists	Students will demonstrate an understanding of Federal and state policies and procedures regulating eligibility and services for secondary students with disabilities	Students will demonstrate knowledge of physical, cognitive and behavioral characteristics of adolescents	Students will demonstrate an understanding of common teaching models for secondary students with disabilities	Students will demonstrate an understanding of instructional methods for teaching core content to secondary students with disabilities	Students will demonstrate an understanding of postsecondary options and transition services available for secondary students with disabilities
	Standard 1: Learner Development and Individual Learning Differences - The teacher understands how exceptionalities may interact with development and learning and use this knowledge to provide meaningful and challenging learning experiences for individuals with exceptionalities.	K 1-3	K 1-3		K 1-3 P 1	P 2
	Standard 2: Learning Environments - The teacher creates safe, inclusive, culturally responsive learning environments so that individuals with exceptionalities become active and effective learners and develop emotional well-being, positive social interactions, and self determination.	K 1 P 1	K 4 P 4	K 2-3 P 2-3	K 2-3 P 2-3	
	Standard 3: Curricular Content Knowledge - The teacher uses knowledge of general and specialized curricula to individualize learning for individuals with exceptionalities.			K 1-3 P 1-3		
	Standard 4: Assessment - The teacher uses multiple methods of assessment and data-sources in making educational decisions	K 7	P 4	K 5-7 P 1-3, 5	K 5-7 P 1-3, 5	
	Standard 5: Instructional Planning and Strategies – The teacher selects, adapts, and uses a repertoire of evidence-based instructional strategies and interventions to advance learning of individuals with exceptionalities.			K 6-8 P 1, 4, 6	K 6-8 P 1, 4, 6	K 1-5, 9 P 2, 3, 5
	Standard 6: Professional Learning and Ethical Practices – The teacher uses foundational knowledge of the field and the their professional Ethical Principles and Practice Standards to inform special education practice, to engage in lifelong learning, and to advance the profession.	K 1-5 P 1-4				
	Standard 7: Collaboration – The teacher will collaborate with families, other educators, related service providers, individuals with exceptionalities, and personnel from community agencies in culturally responsive ways to address the needs of individuals with exceptionalities across a range of learning experiences.	K 1-6 P 1-3	K 1-6	K 1-6	K 1-6	K 1-6



Course Introduction

Overview

Speaking in general conference, Elder Jeffrey R. Holland said: “We are *so* grateful to all who teach. We love you and appreciate you more than we can say. We have great confidence in you.” He continued: “To teach effectively and to feel you are succeeding is demanding work indeed. But it is worth it. We can receive ‘no greater call.’ … For each of us to ‘come unto Christ,’ to keep His commandments and follow His example back to the Father, is surely the highest and holiest purpose of human existence. To help others do that as well—to teach, persuade, and prayerfully lead them to walk that path of redemption also—surely that must be the second most significant task in our lives. Perhaps that is why President David O. McKay once said, ‘No greater responsibility can rest upon any man [or woman], than to be a teacher of God’s children’” (in Conference Report, Apr. 1998, 30–31; or *Ensign*, May 1998, 25).

Outcomes

Course Description

Federal and state policies and procedures regulating services for secondary students with disabilities will be reviewed. Students will be introduced to the physical, cognitive and behavioral characteristics of adolescents. Common teaching models for secondary education will be explored along with instructional methods for teaching core content to secondary students with disabilities. Students will become acquainted with post-secondary options and transition services for students with disabilities.

Taught: Fall, Winter, Spring

Objective:

1. Students will demonstrate an understanding of Federal and state policies and procedures regulating eligibility and services for secondary students with disabilities.
2. Students will demonstrate knowledge of physical, cognitive and behavioral characteristics of adolescents.
3. Students will demonstrate an understanding of common teaching models for secondary

students with disabilities.
4. Students will demonstrate an understanding of instructional methods for teaching core content to secondary students with disabilities.
5. Students will demonstrate an understanding of postsecondary options and transition services available for secondary students with disabilities.

Syllabus:

1. Legal Foundations of Special Education Service
2. Assessment, Evaluation and Eligibility for Special Education, SecED
3. Physical Characteristics of Adolescents
4. Cognitive Characteristics of Adolescents
5. Behavioral Characteristics of Adolescents
6. Teaching Models in Secondary Education
7. Secondary Instructional Methods- Social Skills
8. Secondary Instructional Methods - Study Skills
9. Post Secondary Options for Students with Disabilities
10. Transition Planning/Services for Students with Disabilites

Preparation for this Class

Please buy and bring this textbook to every class session:
Common Core and the Special Education Student: Your Guide to Instructional Shifts and Implementing Services and Supports *By Mary Schillinger and Becky Wetzel*

Get all the hands-on guidance and staff development tools you need in this comprehensive resource on the Common Core--written specifically for special educators! This course goes beyond explaining what the Common Core standards are, to show you how you can help students with disabilities access and achieve under them.

In addition to explaining steps to "deconstruct" a Common Core standard and identify essential learning targets for students with disabilities, you learn expert techniques to:

- *Create IEPs and write IEP goals that align with CCSS*
- *Provide accommodations that address student deficits while preserving the rigor of CCSS*
- *Plan and implement professional development for special education staff*
- *Use technology tools to help special education students access the CCSS*
- *Plan project-based learning lessons within special education pull-out settings*
- *Assess and strengthen students' academic vocabulary and executive functioning skills*

Plus, you get sample Common Core-aligned IEP goals, goal-writing worksheets and templates, sample professional development agendas, guiding questions for considering CCSS's impact on special education, and other hands-on resources.

Hands-On Active Class Environment

This will be a hands-on class where you will create IEPs and write IEP goals that align with CCSS and you will plan and deliver lessons that address student deficits while preserving the rigor of CCSS.

Course Title:
SPED 460
Practicum – Secondary Education

Course Description:
Prospective special education teachers will receive practical, first-hand experience working with a special education teacher in a secondary school setting grades 6-12. Opportunities for engaging in both formal and informal assessment activities, designing individualized curriculum, accommodating the general education curriculum, monitoring student progress, and collaborating with other professionals and families will be embedded within the practicum experience. A weekly two-hour seminar will serve as the forum in which students can address challenges and concerns while sharing experiences, expertise and successes.

Course Outcomes:
1. Students will demonstrate professional practices in compliance with Federal and state special education policies and procedures.
2. Students will demonstrate the ability to observe, document and assess student performance as part of the planning, evaluation and/or eligibility process.
3. Students will demonstrate the ability to plan appropriate curriculum including adaptations, accommodations and learning strategies for students with disabilities grades 6-12.
4. Students will demonstrate the ability to provide meaningful instruction resulting in positive benefit to students with disabilities grades 6-12.
5. Students will demonstrate the ability to collaborate with parents, related services personnel, paraprofessionals, and others involved in serving students with disabilities grades 6-12.
6. Students will demonstrate professional communication, behavior, attitude, dress and language in all aspects of the practicum experience.

Documents to Follow:
- Chart to show alignment of course outcomes with Idaho Standards for Exceptional Child Generalists
- Course syllabus
- Assessment tools to measure competency and skill

Competency Assessment Rubric (CAR)

Domain 1: Planning and Preparation	Developing	Applying	Basic
1a Demonstrating Knowledge of Content and Pedagogy			
1b Demonstrating Knowledge of Students			
1c Setting Instructional Outcomes			
1d Demonstrating Knowledge of Resources			
1e Designing Coherent Instruction			
1f Designing Student Assessments			
Domain 2: The Classroom Environment			
2a Creating an Environment of Respect and Rapport			
2b Establishing a Culture for Learning			
2c Managing Classroom Procedures			
2d Managing Student Behavior			
2e Organizing Physical Space			
Domain 3: Instruction			
3a Communicating with Students			
3b Using Questions and Discussion Techniques			
3c Engaging Students in Learning			
3d Using Assessment in Instruction			
3e Demonstrating Flexibility and Responsiveness			
Domain 4: Professional Responsibilities			
4a Reflecting on Teaching			
4b Maintaining Accurate Records			
4c Communicating with Families			
4d Participating in a Professional Community			
4e Growing and Developing Professionally			
4f Showing Professionalism			
Domain 5: Health, Safety, and Nutrition			

Domain 1: Planning and Preparation	Date Engaged or Completed	Indicate Your Role **Observe(o)** **Practice(p)** **Lead(l)** **On Campus(c)**	BYU-I Student & Mentor Initials
1a Demonstrating Knowledge of Content and Pedagogy ***1b Demonstrating Knowledge of Students*** ***1c Setting Instructional Outcomes*** ***1d Demonstrating Knowledge of Resources*** ***1e Designing Coherent Instruction*** ***1f Designing Student Assessments***			
Required Activities to show competence:			
Available Assessment Tools in School/District--(pg.7.4)			
Write 2 complete IEPs under the direction of Teacher—(*use checklist pg. 4.8 & 4.11-Getting Started Binder*)			
Attend at least 2 IEP meetings—run one if posible			
Complete the progress reports for a minimum of 3—(p. 36 and 70)			
Yearly IEPs & Re-evaluation Timelines (pg.3.3)			
Complete a general file review for 5 files Use form from sde.idaho.gov			
Write 2 complete Transition Plans under the direction of Teacher—(*use checklist)*			
Student and Classroom Profile-- use and complete the form from the "Idaho Getting Started Binder" for your Secondary Senior Practicum experience.(pg.2.2)			
Available Curriculum Resources in School--(pg.8.1)			
Extra Activities that could show competence: **Relevant state or national standards aligned with unit or lesson plans—(p. 89-105)** **Lesson planning—(p. 89-105) & Unit Planning** **Protocol from a completed standardized test, including analysis, that was administered by you** **Unit assessments showing alignment with state or national standards—(p. 89-105)**			
Domain 2: The Classroom Environment	Date Engaged or Completed	Indicate Your Role **Observe(o)** **Practice(p)** **Lead(l)** **On Campus(c)**	BYU-I Student & Mentor Initials
2a Creating an Environment of Respect and Rapport ***2b Establishing a Culture for Learning*** ***2c Managing Classroom Procedures*** ***2d Managing Student Behavior*** ***2e Organizing Physical Space***			
Required Activities to show competence:			
Show evidence of incorporating self-advocacy skills into the curriculum--			
Copy of classroom rules or behavior charts			
Copies of FBAs, behavior plans and contracts			
Prepare and teach a minimum of 7 lessons—Unit-with pre and post test			
Extra Activities that could show competence: **Worksheets and student copies of a curriculum-based measurement project**			

Domain 3: Instruction	Date Engaged or Completed	Indicate Your Role Observe(o) Practice(p) Lead(l) On Campus(c)	BYU-I Student & Mentor Initials
3a Communicating with Students *3b Using Questions and Discussion Techniques* *3c Engaging Students in Learning* *3d Using Assessment in Instruction* *3e Demonstrating Flexibility and Responsiveness*			
Required Activities to show competence:			
Conduct 2 Observations (academic and/or behavior based)(pg.7.5)--			
Accommodations or modifications of curricula for special needs students—(p. 89-105)			
Extra Activities that could show competence: **Relevant state or national standards aligned with unit or lesson plans—(p. 89-105)** **Materials related to unit or lesson plans (handouts or quizzes)—(p. 89-105)** **Student project examples related to unit or lesson plans-(p. 89-105)** **Unit assessments showing alignment with state or national standards—(p. 89-105)**			
Domain 4: Professional Responsibilities	Date Engaged or Completed	Indicate Your Role Observe(o) Practice(p) Lead(l) On Campus(c)	BYU-I Student & Mentor Initials
4a Reflecting on Teaching *4b Maintaining Accurate Records* *4c Communicating with Families* *4d Participating in a Professional Community* *4e Growing and Developing Professionally* *4f Showing Professionalism*			
Required Activities to show competence:			
Daily Reflective Journal Writing—Reflect on your teaching daily and please answer all the questions from each chapter in the textbook and turn in with the daily log separately into I-Learn.			
How you plan on allocating time for SPED paperwork (with calendars and notes regarding key dates)— (you can use the Yearly IEP and Reevaluation Timeline)—(pg. 3.3-Textbook)			
Example of communication with parents about IEPs and progress toward IEP goals			
Attend 2 MDT meetings- (if possible-or plan one if you can't attend 2) write a reflection of each experience (keeping confidentiality in mind)			
Create a set of emergency substitute lesson plans for an entire day			
Extra Activities that could show competence: **Attend P/T Conference if possible-or plan one if you can't attend(p.37) –** **Create a Intro Letter to Parents for Student Teaching(p. 33)** **Turn in evidence of collaboration with general education teachers**			
Extra Domain: Health, Safety and Nutrition	Date Engaged or Completed	Indicate Your Role Observe(o) Practice(p) Lead(l) On Campus(c)	BYU-I Student & Mentor Initials
Required Activities to show competence: ***Know the classroom procedures for fire drills, earthquakes etc…. And the teachers role in that process*** ***Read and have knowledge of student health plans and procedures necessary for their safety and care.***			

PROFESSIONAL GROWTH PLAN

What is the Professional Growth Plan?

The Professional Growth Plan process asks Teachers to develop an Individual Growth Goal based on Danielson's Framework for effective teaching. The goal a Teacher selects and the work s/he conducts should focus on one or more components of the four domains in the Danielson Framework. The goal needs to be a SMART goal, which means that the goal is:

S=Specific and Strategic

M=Measurable

A=Aligned and Attainable

R=Results-oriented

T=Time bound

A Teacher will work with his/her Evaluator to review the Individual Growth Plan. Steps in the development and implementation of the plan include:

1. Writing Individual Growth Plan goal—We just do Step 1 @ BYU-Idaho. You and your mentor teacher complete the rest of the steps during student teaching.

2. Designing action plan

3. Implementing the action steps for the Individual Growth Plan goal

4. Reflecting on the success of the goal

5. Assessing goal attainment

For your assignment: Develop 2 goals from Danielson's Framework for effective teaching Domains 2 & 3 and a third goal of your choice from any of the four domains.

You will take these goals into your student teaching experience.

PROFESSIONAL GROWTH PLAN GUIDING QUESTIONS

First, think of the four years that you spent at BYU-Idaho. Intentionally gather evidence about what has changed in your beliefs of what good teaching is, specific strategies and your personal and individual growth as a person and teacher.

"I used to think….

"Now, I think….

What does a good teacher look like?

Does it matter what the subject is?

What does a good student look like? If you ask students this question, they focus on compliance. What do you, as a teacher, think that a good student looks like?

Read and comment on each of these statements on the importance of quality assessment:

Assessment OF Learning—

Assessment FOR Learning—

Assessment AS Learning—

Assessment IS Learning—

Formative (Ongoing) Assessment is like a regular medical checkup vs. Summative Assessment is the Autopsy—So, how can formative assessment guide your instruction?

Write a reflection about 5 insights this information on assessment can apply to you and your future teaching:

Professional Growth Plan (PGP) Self-Assessment Worksheet

Think of some personal goals that you would like to work on as you enter student teaching. Reflect on the strengths and areas of growth within your professional practices.

This worksheet is intended for personal use only. It will not be a part of your evaluation, but may be discussed with evaluator.

Strengths	Domains/Components	Growth Opportunities
Domain 1: Planning and Preparation	1a. Knowledge of content/ pedagogy 1b. Knowledge of students 1c. Setting instructional outcomes 1d. Knowledge of resources 1e. Designing coherent instruction 1f. Designing student assessments	
We don't focus on Domain 1 @ BYU-I. Reflect on ways that you can focus on this Domain during your student teaching experience.		

Strengths	Domains/Components	Growth Opportunities
Domain 2 - Classroom Environment	2a. Creating an environment of respect/rapport 2b. Establishing a culture for learning 2c. Managing classroom procedures 2d. Managing student behavior 2e. Arrangement of furniture and use of physical space	
You will need to create a S.M.A.R.T. goal from Domain 2.		

Strengths	Domains/Components	Growth Opportunities
Domain 3 - Instruction	3a. Communication with students 3b. Using questioning and discussion techniques 3c. Engaging students in learning 3d. Using assessment in instruction 3e. Demonstrating flexibility and responsiveness	
You will need to create a S.M.A.R.T. goal from Domain 3.		

Strengths	Domains/Components	Growth Opportunities
Domain 4: Professional Responsibilities	4a. Reflecting on teaching 4b. Maintaining accurate records 4c. Communicating with families 4d. Participating in a professional community 4e. Growing and developing professionally 4f. Showing professionalism	
We don't focus on Domain 4 @ BYU-I. Reflect on ways that you can focus on this Domain during your student teaching experience.		

Think of two goals from Domains 2 & 3 and a third of your choice:

Please write your 3 S.M.A.R.T. goals—

The goal needs to be a SMART goal, which means that the goal is:

S=Specific and Strategic

M=Measurable

A=Aligned and Attainable

R=Results-oriented

T=Time bound

1.

2.

3.

These guiding questions are meant to help you focus your reflection on student learning and your teaching practices.

Questions to consider as you prepare to teach:

WHAT CONSTITUTES IMPORTANT LEARNING?

What are the key purposes in your learning activities?

Does the purpose reflect important learning and a view of content as conceptual understanding rather than rote repetition of facts and procedures?

WHAT CAUSES LEARNING?

What are students actually doing on a regular basis in your classroom activities?

What is the level of intellectual rigor?

What choices do students have?

What are their opportunities for reflection and closure regarding their learning?

HOW ARE STUDENTS MOTIVATED?

To what extent have you succeeded in creating a learning community in class?

To what degree do students assume responsibility for their learning on a daily basis?

		SPED 460 Course Outcomes					
Idaho Standards for Exceptional Child Generalists	**SPED 460 Practicum - Secondary Education** Course outcome alignment to Idaho Standards for Exceptional Child Generalists	Students will demonstrate professional practices in compliance with Federal and state special education policies and procedures	Students will demonstrate the ability to observe, document and assess student performance as part of the planning, evaluation and/or eligibility process	Students will demonstrate the ability to plan appropriate curriculum including adaptations, accommodations and learning strategies for students with disabilities grades 6-12	Students will demonstrate the ability to provide meaningful instruction resulting in positive benefit to students with disabilities grades 6-12	Students will demonstrate the ability to collaborate with parents, related services personnel, paraprofessionals, and others involved in serving students with disabilities grades 6-12	Students will demonstrate professional communication, behavior, attitude, dress and language in all aspects of the practicum experience
	Standard 1: Learner Development and Individual Learning Differences - The teacher understands how exceptionalities may interact with development and learning and use this knowledge to provide meaningful and challenging learning experiences for individuals with exceptionalities.		K 1-3 P 1, 2	K 1-3 P 1, 2	K 1-3 P 1, 2		
	Standard 2: Learning Environments - The teacher creates safe, inclusive, culturally responsive learning environments so that individuals with exceptionalities become active and effective learners and develop emotional well-being, positive social interactions, and self determination.		K 1-4 P 1-4	K 1-4 P 1-4	K 1-4 P 1-4		
	Standard 3: Curricular Content Knowledge - The teacher uses knowledge of general and specialized curricula to individualize learning for individuals with exceptionalities.		K 1-3 P 1-3	K 1-3 P 1-3	K 1-3 P 1-3		
	Standard 4: Assessment - The teacher uses multiple methods of assessment and data-sources in making educational decisions		K 1-7 P 1-5				
	Standard 5: Instructional Planning and Strategies – The teacher selects, adapts, and uses a repertoire of evidence-based instructional strategies and interventions to advance learning of individuals with exceptionalities.		K 1-9 P 1-6	K 1-9 P 1-6	K 1-9 P 1-6		
	Standard 6: Professional Learning and Ethical Practices – The teacher uses foundational knowledge of the field and the their professional Ethical Principles and Practice Standards to inform special education practice, to engage in lifelong learning, and to advance the profession.	K 1-5 P 1-4				K 1-5 P 1-4	
	Standard 7: Collaboration – The teacher will collaborate with families, other educators, related service providers, individuals with exceptionalities, and personnel from community agencies in culturally responsive ways to address the needs of individuals with exceptionalities across a range of learning experiences.						K 1-6 P 1-3

Instructor:

Mike Christopherson

Office: Hinckley 164 ph# 496-4154

Email: christophersonm@byui.edu

Time and Place: Monday – Friday; Arranged in public schools / Weekly seminar Wednesdays @ 4:15pm HIN 171

Text and Materials:

The Effective Special Education Teacher: A Practical Guide for Success, Laurie U. DeBettencourt; Lori A. Howard

Study Guide-What Great Teachers Do Differently: 14 Things That Matter Most, Todd Whitaker

Course Description:

Prospective special education teachers will receive practical, first-hand experience working with a special education teacher in an elementary school setting grades 6-12. Opportunities for engaging in both formal and informal assessment activities, designing individualized curriculum, accommodating the general education curriculum, monitoring student progress, and collaborating with other professionals and families will be embedded within the practicum experience. A weekly one-hour seminar will serve as the forum in which students can address challenges and concerns while sharing experiences, expertise and successes. ***SPED 460 students will provide instruction to 6-12th grade students at designated schools in the Jefferson, Madison, Bonneville and Sugar-Salem School Districts.***

Taught: Fall, Winter, Spring

<u>Course Outcomes:</u> In an authentic classroom setting, students will demonstrate proficiency in the following outcomes embedded into practicum experiences.

1. Students will demonstrate professional practices in compliance with Federal and state special education policies and procedures.
2. Students will demonstrate the ability to observe, document and assess student performance as part of the planning, evaluation and/or eligibility process.
3. Students will demonstrate the ability to plan appropriate curriculum including adaptations, accommodations and learning strategies for students with disabilities 6-12.
4. Students will demonstrate the ability to provide meaningful instruction resulting in positive benefit to students with disabilities 6-12.
5. Students will demonstrate the ability to collaborate with parents, related services personnel, paraprofessionals, and others involved in serving students with disabilities 6-12.

	SPED 460 Course Outcomes					
SPED 460 Practicum - Secondary Education Course outcome alignment to Idaho Standards for Exceptional Child Generalists	Students will demonstrate professional practices in compliance with Federal and state special education policies and procedures	Students will demonstrate the ability to observe, document and assess student performance as part of the planning, evaluation and/or eligibility process	Students will demonstrate the ability to plan appropriate curriculum including adaptations, accommodations and learning strategies for students with disabilities grades 6-12	Students will demonstrate the ability to provide meaningful instruction resulting in positive benefit to students with disabilities grades 6-12	Students will demonstrate the ability to collaborate with parents, related services personnel, paraprofessionals, and others involved in serving students with disabilities grades 6-12	Students will demonstrate professional communication, behavior, attitude, dress and language in all aspects of the practicum experience
Standard 1: Learner Development and Individual Learning Differences - The teacher understands how exceptionalities may interact with development and learning and use this knowledge to provide meaningful and challenging learning experiences for individuals with exceptionalities.		K 1-3 P 1, 2	K 1-3 P 1, 2	K 1-3 P 1, 2		
Standard 2: Learning Environments - The teacher creates safe, inclusive, culturally responsive learning environments so that individuals with exceptionalities become active and effective learners and develop emotional well-being, positive social interactions, and self-determination.		K 1-4 P 1-4	K 1-4 P 1-4	K 1-4 P 1-4		
Standard 3: Curricular Content Knowledge - The teacher uses knowledge of general and specialized curricula to individualize learning for individuals with exceptionalities.		K 1-3 P 1-3	K 1-3 P 1-3	K 1-3 P 1-3		
Standard 4: Assessment - The teacher uses multiple methods of assessment and data-sources in making educational decisions		K 1-7 P 1-5				
Standard 5: Instructional Planning and Strategies – The teacher selects, adapts, and uses a repertoire of evidence-based instructional strategies and interventions to advance learning of individuals with exceptionalities.		K 1-9 P 1-6	K 1-9 P 1-6	K 1-9 P 1-6		
Standard 6: Professional Learning and Ethical Practices – The teacher uses foundational knowledge of the field and the their professional Ethical Principles and Practice Standards to inform special education practice, to engage in lifelong learning, and to advance the profession.	K 1-6 P 1-4				K 1-6 P 1-4	
Standard 7: Collaboration – The teacher will collaborate with families, other educators, related service providers, individuals with exceptionalities, and personnel from community agencies in culturally responsive ways to address the needs of individuals with exceptionalities across a range of learning experiences.						K 1-6 P 1-3

Idaho Standards for Exceptional Child Generalists

Course Requirements/Assignments:

Practicum Checklist and Competency Evidence

As part of your practicum experience you will have the opportunity to complete several activities that are part of the duties of a special education teacher. These activities are connected to the Danielson Framework and will be the most significant part of your work in this course. You will be given a checklist of items that need to be completed and then signed off by you and your mentor teacher by the end of the semester. Some of these items are student referenced and will not be turned in, but will be given to your mentor teacher for classroom use and be checked off with a space for comments. All items may be used as artifacts in your electronic portfolio showing competency in initial teacher preparation standards. You will find the checklist included in the resources tab in I-Learn.

Formal & Informal Observations: During the semester you will have 3 formal observations conducted by the instructor (Me). This is something you will see often in your career as a teacher. It consists of a pre-observation meeting in which we discuss your lesson topic and those things in which you are working on which you would like me to provide feedback on. I will then observe on the scheduled date and then we will hold a post-observation meeting to discuss the lesson and provide feedback. The three will need to be scheduled at the beginning, middle, and end of the semester. There may also be informal observations which I will be in the classroom providing positive feedback and support. Your evaluations will be based on the Danielson Model which you can access in the resources tab in I-Learn.

In-Class and Preparation Assignments (Teach One Another): Many group and individual activities/assignments are done in class and are *graded. These in-class activities can be very difficult and sometime impossible to make up if you are absent. Please plan to attend all classes unless ill. If you do miss, plan to obtain materials from a classmate.* Preparation assignments will always show up on I-Learn as an assignment. You may look at the calendar in I-Learn to see upcoming assignments. These are subject to change based on the needs of the class.

Exams: We will have a final oral defense exit interview at the end of the semester where you will report on your checklist and experiences that show your competence in each area of the Danielson domains and course outcomes. For the exam you should be prepared to connect each item of the checklist and your additional evidences to a specific area (component) within the Danielson Domains (found in course documents). Together we will then assign you a grade. If there is a lack of evidence in a competency area, additional assignments or activities may be required before passing the course.

Attendance/Participation: Your attendance and participation in class during the university classroom portion of this course is critical. Some of what we will discuss is not found in printed documents that you can read outside of class. However, it is most critical that you fulfill your daily teaching obligations just as full-time classroom teachers do. Absences may be approved due to a ***serious, bedridden illness or other emergency*** and circumstance beyond your control. If, due to one of these reasons, you are unable to teach, you must let me know as well as your mentor teacher. You will then need to arrange to make up the missed time on another day. Again, these changes are only authorized for the reasons shown above. ***Any unauthorized absence during your practicum experience might result in a letter grade deduction on your final grade***. ***More than one unauthorized absence may result in dismissal from the course.*** You must participate in planning the lesson, be prepared for your teaching assignment, and teach for student understanding and involvement. Lack of effort in any of these areas is unacceptable. As you teach, performance expectations will rise. With practice, the assumption is that your ability to teach will increase. These teaching experiences will take place in various locations as assigned. ***Local School Districts place a great deal of trust in BYU-I, by allowing us to work with students in their schools. As part of our program, it behooves you to be where you are supposed to be when you are supposed to be there. Come to the school completely prepared, professionally dressed, and take responsibility for the success of your students.***

Performance Assessment (Ponder and Prove): I have high expectations for your planning and teaching. Some of your teaching experiences may be recorded. If recorded, you will watch your recordings and analyze your teaching practices. You will receive regular feedback on your planning and teaching from your instructor. We, the department faculty, do not expect perfection, but we do expect you to plan comprehensively, to teach effectively, and to show improvement from lesson to lesson.

Assignment Due Dates: Assignments are due on the scheduled date posted on I-Learn. Students are expected to turn in their homework assignments on time. If you know you will not be able to complete an assignment before it is due because of extenuating circumstances you must contact me **before** the due date within *reasonable time to make arrangements for the extended time and to discuss a new due date. If I am not contacted before the assignment is due it may be turned in for half credit and must be turned in no later than 48 hours of the original due date. Submissions after 48 hours will not be graded and will receive a zero.

*R*easonable time is a minimum of 5 hours before the time the assignment is due.*

Grading

Final grades will be evaluated based on the following breakdown.

Grading Scale:

94-100% -- A	*90-93.99% -- A-*	*87-89.99% -- B+*
84-86.99% -- B	*80-83.99% -- B-*	*77-79.99% -- C+*
74-76.99% -- C	*70-73.99% -- C-*	*67-69.99% -- D+*
64-66.99% -- D	*60-63.99% -- D-*	*0-59.99% -- Fail*

**** PLEASE NOTE ****

- The instructor reserves the right to make changes to the syllabus as needed.
- In compliance with the Americans with Disabilities Act, all qualified students enrolled in this course are entitled to reasonable accommodations. It is the responsibility of the student to disclose to the teacher any special needs by the end of the first week of class.
- There is a policy restricting students from bringing children to class. If a rare emergency arises, contact the instructor for special permission.
- About those cell phones and text messaging… I would ask you to turn them off **before entering our classroom**, and not use them while you are here. If you are waiting for an emergency call, I understand, just let me know. We may use devices at various times during the course as a tool for learning. These times will be designated by instructor.
- Students enrolled in SPED 400 are expected to follow applicable professional standards from the Code of Ethics for teachers in the State of Idaho and commensurate responsibilities within Madison School District. The Code of Ethics for Idaho teachers is available online. It is imperative that you become familiar with this information. Please see: http://www.sde.idaho.gov/site/teacher_certification/code.htm
- Students enrolled in SPED 400 must limit the use of any videos generated in the practicum lab to learning experiences related to the coursework only. No video of practicum experiences may be transmitted or re-used outside the learning experiences attached to the class.

Other notices and policies

Sexual Discrimination
Title IX of the education amendments of 1972 prohibits sex discrimination against any participant in an education program or activity that receives federal funds, including federal loans and grants. Title IX also covers student-to-student sexual harassment. If you encounter unlawful sexual harassment or gender based discrimination, please contact the personnel office at 496-1130.

Accommodations for Disabilities
Brigham Young University-Idaho is committed to providing a working and learning atmosphere which reasonably accommodates qualified persons with disabilities. If you have any disability which may impair your ability to complete this course successfully, please contact the Services for Students with Disabilities office, 496-1158. Reasonable academic accommodations are reviewed for all students who have qualified documented disabilities. Services are coordinated with the student and instructor by this office. If you need assistance or if you feel you have been unlawfully discriminated against on the basis of disability, you may seek resolution through established grievance policy and procedures. You should contact the personnel office at 496-1130. In compliance with applicable disability law, qualified students with a disability may be entitled to "reasonable accommodations." It is the student's responsibility to disclose to the teacher any special need she/he may have before the end of the first week of class.

Academic Honesty Policy – Definitions
Intentional Plagiarism is the deliberate act of representing the words, ideas, or data of another as one's own without providing proper attribution to the author through quotation, reference or footnote.

Inadvertent Plagiarism involves the inappropriate, but non-deliberate, use of another's words, ideas or data without proper attribution. Although not a violation of the Honor Code, it is a form of academic misconduct for which an instructor can impose appropriate academic sanctions. Students who are in doubt as to whether they are providing proper attribution have the responsibility to consult with their instructor and obtain guidance.

Plagiarism may occur with respect to unpublished as well as published material. Examples include:

- Direct Plagiarism—the verbatim copying of an original source without acknowledging the source.
- Paraphrased Plagiarism—the paraphrasing, without acknowledgment, of ideas from another that the reader might mistake for his/her own.
- Plagiarism Mosaic—the borrowing of words, ideas or data from an original source and blending this original material with one's own without acknowledging the source.
- Insufficient Acknowledgement—the partial or incomplete attribution of words, ideas or data from an original source.

Fabrication or Falsification is a form of dishonesty where a student invents or distorts the origin or content of information used as authority. Examples include:

- Citing a source that does not exist.
- Citing information from a source which is not included in the source for which credit is given.
- Citing a source for a secondary proposition which it does not support.
- Citing a bibliography source when it was neither consulted nor cited in the body of the paper.
- Intentionally distorting the meaning or applicability of data.
- Inventing data or statistical results to support conclusions.

Cheating is a form of dishonesty where a student attempts to give the appearance of a level of knowledge or skill that has not been obtained. Examples include:

- Copying from another person's work during an examination or while completing an assignment.
- Allowing someone to copy from you during an examination or while completing an assignment.
- Using unauthorized materials during an examination or while completing an assignment.
- Collaborating on an examination or assignment without authorization.
- Taking an examination or completing an assignment for another, or permitting another to take an examination or to complete an assignment for you.

Other Academic Misconduct includes other academically dishonest, deceitful or inappropriate acts which are intentionally committed. Examples include but are not limited to:

- Inappropriately providing or receiving information or academic work so as to gain unfair advantage over others.
- Planning with another to commit any act of academic dishonesty.
- Attempting to gain an unfair academic advantage for oneself or another by bribery or by any act of offering, giving, receiving, or soliciting anything of value to another for such purpose.
- Changing or altering grades or other official educational records.
- Obtaining or providing to another a test or answers to a test which has not been administered.
- Breaking and entering into a building or office for the purpose of obtaining an unauthorized test.
- Continuing work on an examination or assignment after the allocated time has elapsed.
- Submitting the same work for more than one class without disclosure and approval.
- Getting equal credit on group assignments when equal work was not completed.

Academic Honesty Policy – Adjudication Procedures

Faculty are responsible to establish and communicate to students their expectations of behavior with respect to academic honesty and the student's conduct in their course. The instructor will be responsible to investigate any incident of academic dishonesty or misconduct, determine the circumstances, and take appropriate action. Examples include but are not limited to the following:

- Reprimanding the student orally or in writing.
- Requiring work affected by the academic dishonesty to be redone.
- Administering a lower or failing grade on the affected assignment, test or course.
- Work with the Dean of Students to remove the student from the course.
- Recommending to the Dean of Students that the student be put on probation or dismissed.

If the incident involves the violation of a public law, e.g., breaking and entering into an office or stealing an examination, the act should be reported to University Police.

For the purpose of tracking, suspected or proven violations of the Academic Honesty Policy should be reported to the Dean of Students office—name, incident, action taken. If the occurrence is sufficiently egregious or if a pattern of dishonesty or misconduct is discovered additional action may be taken on behalf of the university based upon the nature of the infraction.

If an affected student disagrees with the determination or action and is unable to resolve the matter to the mutual satisfaction of the student and the instructor, he/she may have it reviewed through the university's grievance process.

Course Title:
SPED 460
Practicum – Secondary Education

Course Description:
Prospective special education teachers will receive practical, first-hand experience working with a special education teacher in a secondary school setting grades 6-12. Opportunities for engaging in both formal and informal assessment activities, designing individualized curriculum, accommodating the general education curriculum, monitoring student progress, and collaborating with other professionals and families will be embedded within the practicum experience. A weekly two-hour seminar will serve as the forum in which students can address challenges and concerns while sharing experiences, expertise and successes.

Course Outcomes:
1. Students will demonstrate professional practices in compliance with Federal and state special education policies and procedures.
2. Students will demonstrate the ability to observe, document and assess student performance as part of the planning, evaluation and/or eligibility process.
3. Students will demonstrate the ability to plan appropriate curriculum including adaptations, accommodations and learning strategies for students with disabilities grades 6-12.
4. Students will demonstrate the ability to provide meaningful instruction resulting in positive benefit to students with disabilities grades 6-12.
5. Students will demonstrate the ability to collaborate with parents, related services personnel, paraprofessionals, and others involved in serving students with disabilities grades 6-12.
6. Students will demonstrate professional communication, behavior, attitude, dress and language in all aspects of the practicum experience.

Documents to Follow:
- Chart to show alignment of course outcomes with Idaho Standards for Exceptional Child Generalists
- Course syllabus
- Assessment tools to measure competency and skill

Competency Assessment Rubric (CAR)

Domain 1: Planning and Preparation	Developing	Applying	Basic
1a Demonstrating Knowledge of Content and Pedagogy			
1b Demonstrating Knowledge of Students			
1c Setting Instructional Outcomes			
1d Demonstrating Knowledge of Resources			
1e Designing Coherent Instruction			
1f Designing Student Assessments			
Domain 2: The Classroom Environment			
2a Creating an Environment of Respect and Rapport			
2b Establishing a Culture for Learning			
2c Managing Classroom Procedures			
2d Managing Student Behavior			
2e Organizing Physical Space			
Domain 3: Instruction			
3a Communicating with Students			
3b Using Questions and Discussion Techniques			
3c Engaging Students in Learning			
3d Using Assessment in Instruction			
3e Demonstrating Flexibility and Responsiveness			
Domain 4: Professional Responsibilities			
4a Reflecting on Teaching			
4b Maintaining Accurate Records			
4c Communicating with Families			
4d Participating in a Professional Community			
4e Growing and Developing Professionally			
4f Showing Professionalism			
Domain 5: Health, Safety, and Nutrition			

Student_____

Domain 1: Planning and Preparation	Date Engaged or Completed	Indicate Your Role **Observe(o)** **Practice(p)** **Lead(l)** **On Campus(c)**	BYU-I Student & Mentor Initials
1a Demonstrating Knowledge of Content and Pedagogy ***1b Demonstrating Knowledge of Students*** ***1c Setting Instructional Outcomes*** ***1d Demonstrating Knowledge of Resources*** ***1e Designing Coherent Instruction*** ***1f Designing Student Assessments***			
Required Activities to show competence:			
Available Assessment Tools in School/District--(pg.7.4)			
Write 2 complete IEPs under the direction of Teacher—(*use checklist pg. 4.8 & 4.11-Getting Started Binder*)			
Attend at least 2 IEP meetings—run one if posible			
Complete the progress reports for a minimum of 3—(p. 36 and 70)			
Yearly IEPs & Re-evaluation Timelines (pg.3.3)			
Complete a general file review for 5 files Use form from sde.idaho.gov			
Write 2 complete Transition Plans under the direction of Teacher—(*use checklist)*			
Student and Classroom Profile-- use and complete the form from the "Idaho Getting Started Binder" for your Secondary Senior Practicum experience.(pg.2.2)			
Available Curriculum Resources in School--(pg.8.1)			
Extra Activities that could show competence: **Relevant state or national standards aligned with unit or lesson plans—(p. 89-105)** **Lesson planning—(p. 89-105) & Unit Planning** **Protocol from a completed standardized test, including analysis, that was administered by you** **Unit assessments showing alignment with state or national standards—(p. 89-105)**			
Domain 2: The Classroom Environment	Date Engaged or Completed	Indicate Your Role **Observe(o)** **Practice(p)** **Lead(l)** **On Campus(c)**	BYU-I Student & Mentor Initials
2a Creating an Environment of Respect and Rapport ***2b Establishing a Culture for Learning*** ***2c Managing Classroom Procedures*** ***2d Managing Student Behavior*** ***2e Organizing Physical Space***			
Required Activities to show competence:			
Show evidence of incorporating self-advocacy skills into the curriculum--			
Copy of classroom rules or behavior charts			
Copies of FBAs, behavior plans and contracts			
Prepare and teach a minimum of 7 lessons—Unit-with pre and post test			
Extra Activities that could show competence: **Worksheets and student copies of a curriculum-based measurement project**			

Domain 3: Instruction	Date Engaged or Completed	Indicate Your Role Observe(o) Practice(p) Lead(l) On Campus(c)	BYU-I Student & Mentor Initials
3a Communicating with Students *3b Using Questions and Discussion Techniques* *3c Engaging Students in Learning* *3d Using Assessment in Instruction* *3e Demonstrating Flexibility and Responsiveness*			
Required Activities to show competence:			
Conduct 2 Observations (academic and/or behavior based)(pg.7.5)--			
Accommodations or modifications of curricula for special needs students—(p. 89-105)			
Extra Activities that could show competence: **Relevant state or national standards aligned with unit or lesson plans—(p. 89-105)** **Materials related to unit or lesson plans (handouts or quizzes)—(p. 89-105)** **Student project examples related to unit or lesson plans-(p. 89-105)** **Unit assessments showing alignment with state or national standards—(p. 89-105)**			
Domain 4: Professional Responsibilities	Date Engaged or Completed	Indicate Your Role Observe(o) Practice(p) Lead(l) On Campus(c)	BYU-I Student & Mentor Initials
4a Reflecting on Teaching *4b Maintaining Accurate Records* *4c Communicating with Families* *4d Participating in a Professional Community* *4e Growing and Developing Professionally* *4f Showing Professionalism*			
Required Activities to show competence:			
Daily Reflective Journal Writing—Reflect on your teaching daily and please answer all the questions from each chapter in the textbook and turn in with the daily log separately into I-Learn.			
How you plan on allocating time for SPED paperwork (with calendars and notes regarding key dates)— (you can use the Yearly IEP and Reevaluation Timeline)—(pg. 3.3-Textbook)			
Example of communication with parents about IEPs and progress toward IEP goals			
Attend 2 MDT meetings- (if possible-or plan one if you can't attend 2) write a reflection of each experience (keeping confidentiality in mind)			
Create a set of emergency substitute lesson plans for an entire day			
Extra Activities that could show competence: **Attend P/T Conference if possible-or plan one if you can't attend(p.37) –** **Create a Intro Letter to Parents for Student Teaching(p. 33)** **Turn in evidence of collaboration with general education teachers**			
Extra Domain: Health, Safety and Nutrition	Date Engaged or Completed	Indicate Your Role Observe(o) Practice(p) Lead(l) On Campus(c)	BYU-I Student & Mentor Initials
Required Activities to show competence: ***Know the classroom procedures for fire drills, earthquakes etc…. And the teachers role in that process*** ***Read and have knowledge of student health plans and procedures necessary for their safety and care.***			

PROFESSIONAL GROWTH PLAN

What is the Professional Growth Plan?

The Professional Growth Plan process asks Teachers to develop an Individual Growth Goal based on Danielson's Framework for effective teaching. The goal a Teacher selects and the work s/he conducts should focus on one or more components of the four domains in the Danielson Framework. The goal needs to be a SMART goal, which means that the goal is:

S=Specific and Strategic

M=Measurable

A=Aligned and Attainable

R=Results-oriented

T=Time bound

A Teacher will work with his/her Evaluator to review the Individual Growth Plan. Steps in the development and implementation of the plan include:

1. Writing Individual Growth Plan goal—We just do Step 1 @ BYU-Idaho. You and your mentor teacher complete the rest of the steps during student teaching.

2. Designing action plan

3. Implementing the action steps for the Individual Growth Plan goal

4. Reflecting on the success of the goal

5. Assessing goal attainment

For your assignment: Develop 2 goals from Danielson's Framework for effective teaching Domains 2 & 3 and a third goal of your choice from any of the four domains.

You will take these goals into your student teaching experience.

PROFESSIONAL GROWTH PLAN GUIDING QUESTIONS

First, think of the four years that you spent at BYU-Idaho. Intentionally gather evidence about what has changed in your beliefs of what good teaching is, specific strategies and your personal and individual growth as a person and teacher.

"I used to think….

"Now, I think….

What does a good teacher look like?

Does it matter what the subject is?

What does a good student look like? If you ask students this question, they focus on compliance. What do you, as a teacher, think that a good student looks like?

Read and comment on each of these statements on the importance of quality assessment:

Assessment OF Learning—

Assessment FOR Learning—

Assessment AS Learning—

Assessment IS Learning—

Formative (Ongoing) Assessment is like a regular medical checkup vs. Summative Assessment is the Autopsy—So, how can formative assessment guide your instruction?

Write a reflection about 5 insights this information on assessment can apply to you and your future teaching:

Professional Growth Plan (PGP) Self-Assessment Worksheet

Think of some personal goals that you would like to work on as you enter student teaching. Reflect on the strengths and areas of growth within your professional practices.

This worksheet is intended for personal use only. It will not be a part of your evaluation, but may be discussed with evaluator.

Strengths	Domains/Components	Growth Opportunities
Domain 1: Planning and Preparation	1a. Knowledge of content/ pedagogy 1b. Knowledge of students 1c. Setting instructional outcomes 1d. Knowledge of resources 1e. Designing coherent instruction 1f. Designing student assessments	
We don't focus on Domain 1 @ BYU-I. Reflect on ways that you can focus on this Domain during your student teaching experience.		

Strengths	Domains/Components	Growth Opportunities
Domain 2 - Classroom Environment	2a. Creating an environment of respect/rapport 2b. Establishing a culture for learning 2c. Managing classroom procedures 2d. Managing student behavior 2e. Arrangement of furniture and use of physical space	
You will need to create a S.M.A.R.T. goal from Domain 2.		

Strengths	Domains/Components	Growth Opportunities
Domain 3 - Instruction	3a. Communication with students 3b. Using questioning and discussion techniques 3c. Engaging students in learning 3d. Using assessment in instruction 3e. Demonstrating flexibility and responsiveness	
You will need to create a S.M.A.R.T. goal from Domain 3.		

Strengths	Domains/Components	Growth Opportunities
Domain 4: Professional Responsibilities	4a. Reflecting on teaching 4b. Maintaining accurate records 4c. Communicating with families 4d. Participating in a professional community 4e. Growing and developing professionally 4f. Showing professionalism	
We don't focus on Domain 4 @ BYU-I. Reflect on ways that you can focus on this Domain during your student teaching experience.		

Think of two goals from Domains 2 & 3 and a third of your choice:

Please write your 3 S.M.A.R.T. goals—

The goal needs to be a SMART goal, which means that the goal is:

S=Specific and Strategic

M=Measurable

A=Aligned and Attainable

R=Results-oriented

T=Time bound

1.

2.

3.

These guiding questions are meant to help you focus your reflection on student learning and your teaching practices.

Questions to consider as you prepare to teach:

WHAT CONSTITUTES IMPORTANT LEARNING?

What are the key purposes in your learning activities?

Does the purpose reflect important learning and a view of content as conceptual understanding rather than rote repetition of facts and procedures?

WHAT CAUSES LEARNING?

What are students actually doing on a regular basis in your classroom activities?

What is the level of intellectual rigor?

What choices do students have?

What are their opportunities for reflection and closure regarding their learning?

HOW ARE STUDENTS MOTIVATED?

To what extent have you succeeded in creating a learning community in class?

To what degree do students assume responsibility for their learning on a daily basis?

		SPED 460 Course Outcomes					
Idaho Standards for Exceptional Child Generalists	**SPED 460 Practicum - Secondary Education** Course outcome alignment to Idaho Standards for Exceptional Child Generalists	Students will demonstrate professional practices in compliance with Federal and state special education policies and procedures	Students will demonstrate the ability to observe, document and assess student performance as part of the planning, evaluation and/or eligibility process	Students will demonstrate the ability to plan appropriate curriculum including adaptations, accommodations and learning strategies for students with disabilities grades 6-12	Students will demonstrate the ability to provide meaningful instruction resulting in positive benefit to students with disabilities grades 6-12	Students will demonstrate the ability to collaborate with parents, related services personnel, paraprofessionals, and others involved in serving students with disabilities grades 6-12	Students will demonstrate professional communication, behavior, attitude, dress and language in all aspects of the practicum experience
	Standard 1: Learner Development and Individual Learning Differences - The teacher understands how exceptionalities may interact with development and learning and use this knowledge to provide meaningful and challenging learning experiences for individuals with exceptionalities.		K 1-3 P 1, 2	K 1-3 P 1, 2	K 1-3 P 1, 2		
	Standard 2: Learning Environments - The teacher creates safe, inclusive, culturally responsive learning environments so that individuals with exceptionalities become active and effective learners and develop emotional well-being, positive social interactions, and self determination.		K 1-4 P 1-4	K 1-4 P 1-4	K 1-4 P 1-4		
	Standard 3: Curricular Content Knowledge - The teacher uses knowledge of general and specialized curricula to individualize learning for individuals with exceptionalities.		K 1-3 P 1-3	K 1-3 P 1-3	K 1-3 P 1-3		
	Standard 4: Assessment - The teacher uses multiple methods of assessment and data-sources in making educational decisions		K 1-7 P 1-5				
	Standard 5: Instructional Planning and Strategies – The teacher selects, adapts, and uses a repertoire of evidence-based instructional strategies and interventions to advance learning of individuals with exceptionalities.		K 1-9 P 1-6	K 1-9 P 1-6	K 1-9 P 1-6		
	Standard 6: Professional Learning and Ethical Practices – The teacher uses foundational knowledge of the field and the their professional Ethical Principles and Practice Standards to inform special education practice, to engage in lifelong learning, and to advance the profession.	K 1-5 P 1-4				K 1-5 P 1-4	
	Standard 7: Collaboration – The teacher will collaborate with families, other educators, related service providers, individuals with exceptionalities, and personnel from community agencies in culturally responsive ways to address the needs of individuals with exceptionalities across a range of learning experiences.						K 1-6 P 1-3

Instructor:

Mike Christopherson

Office: Hinckley 164 ph# 496-4154

Email: christophersonm@byui.edu

Time and Place: Monday – Friday; Arranged in public schools / Weekly seminar Wednesdays @ 4:15pm HIN 171

Text and Materials:

The Effective Special Education Teacher: A Practical Guide for Success, Laurie U. DeBettencourt; Lori A. Howard

Study Guide-What Great Teachers Do Differently: 14 Things That Matter Most, Todd Whitaker

Course Description:

Prospective special education teachers will receive practical, first-hand experience working with a special education teacher in an elementary school setting grades 6-12. Opportunities for engaging in both formal and informal assessment activities, designing individualized curriculum, accommodating the general education curriculum, monitoring student progress, and collaborating with other professionals and families will be embedded within the practicum experience. A weekly one-hour seminar will serve as the forum in which students can address challenges and concerns while sharing experiences, expertise and successes. ***SPED 460 students will provide instruction to 6-12th grade students at designated schools in the Jefferson, Madison, Bonneville and Sugar-Salem School Districts.***

Taught: Fall, Winter, Spring

<u>Course Outcomes:</u> In an authentic classroom setting, students will demonstrate proficiency in the following outcomes embedded into practicum experiences.

1. Students will demonstrate professional practices in compliance with Federal and state special education policies and procedures.
2. Students will demonstrate the ability to observe, document and assess student performance as part of the planning, evaluation and/or eligibility process.
3. Students will demonstrate the ability to plan appropriate curriculum including adaptations, accommodations and learning strategies for students with disabilities 6-12.
4. Students will demonstrate the ability to provide meaningful instruction resulting in positive benefit to students with disabilities 6-12.
5. Students will demonstrate the ability to collaborate with parents, related services personnel, paraprofessionals, and others involved in serving students with disabilities 6-12.

	SPED 460 Course Outcomes					
SPED 460 Practicum - Secondary Education Course outcome alignment to Idaho Standards for Exceptional Child Generalists	Students will demonstrate professional practices in compliance with Federal and state special education policies and procedures	Students will demonstrate the ability to observe, document and assess student performance as part of the planning, evaluation and/or eligibility process	Students will demonstrate the ability to plan appropriate curriculum including adaptations, accommodations and learning strategies for students with disabilities grades 6-12	Students will demonstrate the ability to provide meaningful instruction resulting in positive benefit to students with disabilities grades 6-12	Students will demonstrate the ability to collaborate with parents, related services personnel, paraprofessionals, and others involved in serving students with disabilities grades 6-12	Students will demonstrate professional communication, behavior, attitude, dress and language in all aspects of the practicum experience
Standard 1: Learner Development and Individual Learning Differences - The teacher understands how exceptionalities may interact with development and learning and use this knowledge to provide meaningful and challenging learning experiences for individuals with exceptionalities.		K 1-3 P 1, 2	K 1-3 P 1, 2	K 1-3 P 1, 2		
Standard 2: Learning Environments - The teacher creates safe, inclusive, culturally responsive learning environments so that individuals with exceptionalities become active and effective learners and develop emotional well-being, positive social interactions, and self-determination.		K 1-4 P 1-4	K 1-4 P 1-4	K 1-4 P 1-4		
Standard 3: Curricular Content Knowledge - The teacher uses knowledge of general and specialized curricula to individualize learning for individuals with exceptionalities.		K 1-3 P 1-3	K 1-3 P 1-3	K 1-3 P 1-3		
Standard 4: Assessment - The teacher uses multiple methods of assessment and data-sources in making educational decisions		K 1-7 P 1-5				
Standard 5: Instructional Planning and Strategies – The teacher selects, adapts, and uses a repertoire of evidence-based instructional strategies and interventions to advance learning of individuals with exceptionalities.		K 1-9 P 1-6	K 1-9 P 1-6	K 1-9 P 1-6		
Standard 6: Professional Learning and Ethical Practices – The teacher uses foundational knowledge of the field and the their professional Ethical Principles and Practice Standards to inform special education practice, to engage in lifelong learning, and to advance the profession.	K 1-6 P 1-4				K 1-6 P 1-4	
Standard 7: Collaboration – The teacher will collaborate with families, other educators, related service providers, individuals with exceptionalities, and personnel from community agencies in culturally responsive ways to address the needs of individuals with exceptionalities across a range of learning experiences.						K 1-6 P 1-3

Idaho Standards for Exceptional Child Generalists

Course Requirements/Assignments:

Practicum Checklist and Competency Evidence

As part of your practicum experience you will have the opportunity to complete several activities that are part of the duties of a special education teacher. These activities are connected to the Danielson Framework and will be the most significant part of your work in this course. You will be given a checklist of items that need to be completed and then signed off by you and your mentor teacher by the end of the semester. Some of these items are student referenced and will not be turned in, but will be given to your mentor teacher for classroom use and be checked off with a space for comments. All items may be used as artifacts in your electronic portfolio showing competency in initial teacher preparation standards. You will find the checklist included in the resources tab in I-Learn.

Formal & Informal Observations: During the semester you will have 3 formal observations conducted by the instructor (Me). This is something you will see often in your career as a teacher. It consists of a pre-observation meeting in which we discuss your lesson topic and those things in which you are working on which you would like me to provide feedback on. I will then observe on the scheduled date and then we will hold a post-observation meeting to discuss the lesson and provide feedback. The three will need to be scheduled at the beginning, middle, and end of the semester. There may also be informal observations which I will be in the classroom providing positive feedback and support. Your evaluations will be based on the Danielson Model which you can access in the resources tab in I-Learn.

In-Class and Preparation Assignments (Teach One Another): Many group and individual activities/assignments are done in class and are *graded. These in-class activities can be very difficult and sometime impossible to make up if you are absent. Please plan to attend all classes unless ill. If you do miss, plan to obtain materials from a classmate.* Preparation assignments will always show up on I-Learn as an assignment. You may look at the calendar in I-Learn to see upcoming assignments. These are subject to change based on the needs of the class.

Exams: We will have a final oral defense exit interview at the end of the semester where you will report on your checklist and experiences that show your competence in each area of the Danielson domains and course outcomes. For the exam you should be prepared to connect each item of the checklist and your additional evidences to a specific area (component) within the Danielson Domains (found in course documents). Together we will then assign you a grade. If there is a lack of evidence in a competency area, additional assignments or activities may be required before passing the course.

Attendance/Participation: Your attendance and participation in class during the university classroom portion of this course is critical. Some of what we will discuss is not found in printed documents that you can read outside of class. However, it is most critical that you fulfill your daily teaching obligations just as full-time classroom teachers do. Absences may be approved due to a ***serious, bedridden illness or other emergency*** and circumstance beyond your control. If, due to one of these reasons, you are unable to teach, you must let me know as well as your mentor teacher. You will then need to arrange to make up the missed time on another day. Again, these changes are only authorized for the reasons shown above. ***Any unauthorized absence during your practicum experience might result in a letter grade deduction on your final grade***. ***More than one unauthorized absence may result in dismissal from the course.*** You must participate in planning the lesson, be prepared for your teaching assignment, and teach for student understanding and involvement. Lack of effort in any of these areas is unacceptable. As you teach, performance expectations will rise. With practice, the assumption is that your ability to teach will increase. These teaching experiences will take place in various locations as assigned. ***Local School Districts place a great deal of trust in BYU-I, by allowing us to work with students in their schools. As part of our program, it behooves you to be where you are supposed to be when you are supposed to be there. Come to the school completely prepared, professionally dressed, and take responsibility for the success of your students.***

Performance Assessment (Ponder and Prove): I have high expectations for your planning and teaching. Some of your teaching experiences may be recorded. If recorded, you will watch your recordings and analyze your teaching practices. You will receive regular feedback on your planning and teaching from your instructor. We, the department faculty, do not expect perfection, but we do expect you to plan comprehensively, to teach effectively, and to show improvement from lesson to lesson.

Assignment Due Dates: Assignments are due on the scheduled date posted on I-Learn. Students are expected to turn in their homework assignments on time. If you know you will not be able to complete an assignment before it is due because of extenuating circumstances you must contact me **before** the due date within *reasonable time to make arrangements for the extended time and to discuss a new due date. If I am not contacted before the assignment is due it may be turned in for half credit and must be turned in no later than 48 hours of the original due date. Submissions after 48 hours will not be graded and will receive a zero.

*R*easonable time is a minimum of 5 hours before the time the assignment is due.*

Grading

Final grades will be evaluated based on the following breakdown.

Grading Scale:

94-100% -- A	*90-93.99% -- A-*	*87-89.99% -- B+*
84-86.99% -- B	*80-83.99% -- B-*	*77-79.99% -- C+*
74-76.99% -- C	*70-73.99% -- C-*	*67-69.99% -- D+*
64-66.99% -- D	*60-63.99% -- D-*	*0-59.99% -- Fail*

**** PLEASE NOTE ****

- The instructor reserves the right to make changes to the syllabus as needed.
- In compliance with the Americans with Disabilities Act, all qualified students enrolled in this course are entitled to reasonable accommodations. It is the responsibility of the student to disclose to the teacher any special needs by the end of the first week of class.
- There is a policy restricting students from bringing children to class. If a rare emergency arises, contact the instructor for special permission.
- About those cell phones and text messaging… I would ask you to turn them off **before entering our classroom**, and not use them while you are here. If you are waiting for an emergency call, I understand, just let me know. We may use devices at various times during the course as a tool for learning. These times will be designated by instructor.
- Students enrolled in SPED 400 are expected to follow applicable professional standards from the Code of Ethics for teachers in the State of Idaho and commensurate responsibilities within Madison School District. The Code of Ethics for Idaho teachers is available online. It is imperative that you become familiar with this information. Please see: http://www.sde.idaho.gov/site/teacher_certification/code.htm
- Students enrolled in SPED 400 must limit the use of any videos generated in the practicum lab to learning experiences related to the coursework only. No video of practicum experiences may be transmitted or re-used outside the learning experiences attached to the class.

Other notices and policies

Sexual Discrimination
Title IX of the education amendments of 1972 prohibits sex discrimination against any participant in an education program or activity that receives federal funds, including federal loans and grants. Title IX also covers student-to-student sexual harassment. If you encounter unlawful sexual harassment or gender based discrimination, please contact the personnel office at 496-1130.

Accommodations for Disabilities
Brigham Young University-Idaho is committed to providing a working and learning atmosphere which reasonably accommodates qualified persons with disabilities. If you have any disability which may impair your ability to complete this course successfully, please contact the Services for Students with Disabilities office, 496-1158. Reasonable academic accommodations are reviewed for all students who have qualified documented disabilities. Services are coordinated with the student and instructor by this office. If you need assistance or if you feel you have been unlawfully discriminated against on the basis of disability, you may seek resolution through established grievance policy and procedures. You should contact the personnel office at 496-1130. In compliance with applicable disability law, qualified students with a disability may be entitled to "reasonable accommodations." It is the student's responsibility to disclose to the teacher any special need she/he may have before the end of the first week of class.

Academic Honesty Policy – Definitions
Intentional Plagiarism is the deliberate act of representing the words, ideas, or data of another as one's own without providing proper attribution to the author through quotation, reference or footnote.

Inadvertent Plagiarism involves the inappropriate, but non-deliberate, use of another's words, ideas or data without proper attribution. Although not a violation of the Honor Code, it is a form of academic misconduct for which an instructor can impose appropriate academic sanctions. Students who are in doubt as to whether they are providing proper attribution have the responsibility to consult with their instructor and obtain guidance.

Plagiarism may occur with respect to unpublished as well as published material. Examples include:

- Direct Plagiarism—the verbatim copying of an original source without acknowledging the source.
- Paraphrased Plagiarism—the paraphrasing, without acknowledgment, of ideas from another that the reader might mistake for his/her own.
- Plagiarism Mosaic—the borrowing of words, ideas or data from an original source and blending this original material with one's own without acknowledging the source.
- Insufficient Acknowledgement—the partial or incomplete attribution of words, ideas or data from an original source.

Fabrication or Falsification is a form of dishonesty where a student invents or distorts the origin or content of information used as authority. Examples include:

- Citing a source that does not exist.
- Citing information from a source which is not included in the source for which credit is given.
- Citing a source for a secondary proposition which it does not support.
- Citing a bibliography source when it was neither consulted nor cited in the body of the paper.
- Intentionally distorting the meaning or applicability of data.
- Inventing data or statistical results to support conclusions.

Cheating is a form of dishonesty where a student attempts to give the appearance of a level of knowledge or skill that has not been obtained. Examples include:

- Copying from another person's work during an examination or while completing an assignment.
- Allowing someone to copy from you during an examination or while completing an assignment.
- Using unauthorized materials during an examination or while completing an assignment.
- Collaborating on an examination or assignment without authorization.
- Taking an examination or completing an assignment for another, or permitting another to take an examination or to complete an assignment for you.

Other Academic Misconduct includes other academically dishonest, deceitful or inappropriate acts which are intentionally committed. Examples include but are not limited to:

- Inappropriately providing or receiving information or academic work so as to gain unfair advantage over others.
- Planning with another to commit any act of academic dishonesty.
- Attempting to gain an unfair academic advantage for oneself or another by bribery or by any act of offering, giving, receiving, or soliciting anything of value to another for such purpose.
- Changing or altering grades or other official educational records.
- Obtaining or providing to another a test or answers to a test which has not been administered.
- Breaking and entering into a building or office for the purpose of obtaining an unauthorized test.
- Continuing work on an examination or assignment after the allocated time has elapsed.
- Submitting the same work for more than one class without disclosure and approval.
- Getting equal credit on group assignments when equal work was not completed.

Academic Honesty Policy – Adjudication Procedures

Faculty are responsible to establish and communicate to students their expectations of behavior with respect to academic honesty and the student's conduct in their course. The instructor will be responsible to investigate any incident of academic dishonesty or misconduct, determine the circumstances, and take appropriate action. Examples include but are not limited to the following:

- Reprimanding the student orally or in writing.
- Requiring work affected by the academic dishonesty to be redone.
- Administering a lower or failing grade on the affected assignment, test or course.
- Work with the Dean of Students to remove the student from the course.
- Recommending to the Dean of Students that the student be put on probation or dismissed.

If the incident involves the violation of a public law, e.g., breaking and entering into an office or stealing an examination, the act should be reported to University Police.

For the purpose of tracking, suspected or proven violations of the Academic Honesty Policy should be reported to the Dean of Students office—name, incident, action taken. If the occurrence is sufficiently egregious or if a pattern of dishonesty or misconduct is discovered additional action may be taken on behalf of the university based upon the nature of the infraction.

If an affected student disagrees with the determination or action and is unable to resolve the matter to the mutual satisfaction of the student and the instructor, he/she may have it reviewed through the university's grievance process.

TAB	DESCRIPTION	ACTION
1	**UNIVERSITY OF IDAHO – ANNUAL REPORT**	Information Item
2	**PRESIDENTS' COUNCIL REPORT**	Information Item
3	**NEZ PERCE STATE TRIBAL EDUCATION PARTNERSHIP**	Information Item
4	**2016 LEGISLATIVE UPDATE**	Information Item
5	**ACCOUNTABILITY OVERSIGHT COMMITTEE RECOMMENDATIONS**	Motion to Approve
6	**BOARD POLICY I.P. IDAHO INDIAN EDUCATION COMMITTEE – FIRST READING**	Motion to Approve
7	**BOARD POLICY I.T. TITLE IX POLICY – FIRST READING**	Motion to Approve
8	**BOARD POLICY IV.B. STATE DEPARTMENT OF EDUCATION, STANDARDS SETTING – FIRST READING**	Motion to Approve
9	**ISU – ADMIN UNIT NAME CHANGE**	Motion to Approve

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SUBJECT

University of Idaho (UI) 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 the University of Idaho to provide a progress report on the institution's strategic plan, details of implementation, status of goals and objectives and information on other points of interest in accordance with a schedule and format established by the Board's Executive Director.

President Chuck Staben will provide a 15-minute overview of UI's progress and achievements for the past year that set the stage for assessment and determination of our future strategic direction in the coming year.

IMPACT

The University of Idaho's strategic plan drives the University's integrated planning, programming, budgeting, and assessment cycle and is the basis for the institution's annual budget requests and performance measure reports to the State Board of Education, the Division of Financial Management and the Legislative Services Office.

ATTACHMENT

Attachment 1 – Annual Report 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

April, 2016

Strategic Plan Implementation (The institutions as well as progress toward moving the Board's strategic plan forward)

- Details of implementation

  - Over the last seven months, UI developed a nine-year overarching plan for the institution through 2025 that will drive near-term strategic plans (including the five-year plan submitted to the Board for review at the April meeting), program prioritization and budgeting activities. Plan development has broad participation including a 40-person committee, internal and alumni surveys and polls, and an open comment period where we actively solicited feedback used to inform the final plan.

  - The next step will be formation of an Institutional Planning and Effectiveness (IPE) committee charged with developing a structure to collect, implement and monitor unit and program cascading plans that will create linkages at all levels of the organization. Follow on to this work will include linking the budget cycle and program prioritization/ process improvement efforts to the overarching strategic plan.

  - Concurrently, the institution is moving towards robust centralized data collection and analysis that will support data-driven decision making and strong monitoring and reporting capabilities.

  - Moving forward, progress (and need for mid-course corrections) will be monitored through an internal annual report cycle shared with the Board and the general public.

- Status of goals and objectives

  - While institutional activities continue towards attainment of all stated goals and objectives, focus the last year has centered around activities at the intersection of the Go-On Initiative, Complete College Idaho and University of Idaho Goal 1 focused on enabling student success.

    - Direct Admit Event 1: November 2015 – Value of Going to College (information sessions delivered collaboratively with other institutions as follow up to the Direct Admit letter)
    - Direct Admit Event 2: January 2016 - Paying for College and the FAFSA (education event Broadcast to 18 Extension locations statewide for parents and students)

- Built capacity in academic advising and student support to improve student success and increase retention of students to degree attainment
- Launched the Office of Undergraduate Research, providing targeted effort towards facilitating and increasing student research experiences

o This last year, considerable attention has been paid towards improving community and culture (Goal 4). Specifically, as four new vice presidents have come on board, groundwork has been done to identify and improve inefficiencies and to participate in planning for the future in a very open and transparent way. Open conversations have made the university community more informed and aware of issues at hand and provided multiple avenues for participation in finding solutions and has made large strides towards rebuilding broad participation and position us as a flatter, more nimble organization. Representative examples include:

- Strategic Plan Development Committee – 40 member committee with representation from every college and division plus advisory board members and student leadership.
- Recruitment Process Streamlining – Human Resources led discussion with process users to redesign the recruiting process/system to be more time efficient while ensuring compliant search processes.
- Pay Taskforce – A committee of faculty and staff reviewed and made recommendations for changes to the payment system for academic year faculty
- Research Job Family - Faculty and staff were consulted in the development of a research and scientific staff job family to replace the current suite of titles/grades to better represent diversity of work in those fields which improved employee satisfaction with that aspect of the current classification system.
- Budget Process – engaging a standing faculty committee in a more meaningful way to implement a newly organized process aligned with strategic goals and University priorities.
- Structural realignment to facilitate effective administration
  - Reorganizing the former Division of Finance and Administration into two separate divisions (Finance and Infrastructure) (last Spring)
  - Currently evaluating Diversity and Human Rights, and Human Rights, Access and Inclusion (HRAI) offices. The first office promotes diversity, while HRAI is primarily involved in Title IX, EEO, and ADA compliance. These duties do not seem naturally related, so we are assessing how to best meet both diversity and compliance needs.
  - Developing an updated model for Strategic Enrollment Management focused on student success from inquiry through career readiness and graduation
  - Institutional Research and Assessment will provide centralized data and reports geared towards decision support and reporting.
- Special appropriations
  (we have no special appropriations to report on)

Enrollment Numbers (As reported in the performance measure report (FY15))

- Total Enrollment 13,696 (Unduplicated Annual Headcount) (headcount); FTE of 10,176
  - Undergraduate 8,807 from FY15 PMR
  - Graduate 2,171 from FY15 PMR
  - Professional 395 from FY15 PMR

Retention Rates (As reported in the performance measure report (FY15))

- Retention Rate:
  - First-Time Full-time: 80% Updated FA16 from FY15 PMR reported 77% (peer 84% Median)
  - New Transfer: 77% Updates FA16 from FY15 PMR reported 81% (Peer 76% Median)
  - Part-Time: 53% from FY15 PMR (No peer available)

Graduation Rates (As reported in the performance measure report (FY15))

- Six Year Graduation Rate for full-time new freshmen, 58%
- Degrees Awarded:
  - Bachelors 1,868
  - Masters, Specialists, and Doctorates 619
  - Professional (M.S.A.T, J.D., EdD, D.A.T) 123
  - Certificates 103

Research and Economic Development

- Research expenditures reported to NSF for 2015 were $97,493,000
- Classified in The Carnegie Classification of Institutions of Higher Education (2015) as Doctoral: Higher Research
- Contributes approximately $1.1 billion to Idaho's economy through the combined activities of the University and its alumni which is nearly 2 percent of the state's economy (2015 EMSI Study).
- The team of Professor J. Alves-Foss and postdoctoral research Fellow Jia Song are one of seven finalists in the Defense Advanced Research Project Agency's Cybersecurity Challenge
- Cybersecurity training in Coeur d'Alene
- Sponsored Research Agreements with Schweitzer Engineering Labs, Micron, and Idaho Power Company
- In FY15, 8 licenses, 2 option agreements, and 3 end-user-in-licenses awarded; 5 U.S. utility patents issued
- Hazards SEES: Advancing Resilience to Compounding Disasters: An Integrated Natural-Human Systems Assessment of Wildfire Vulnerability, NSF $2.7M over four years

- An Elsevier preliminary assessment of research competencies identified UI as one of the leading US universities in forest and wildfires as well as freshwater fisheries.
- Received three IGEM HERC incubation grants: Plant Extracts as Natural Pesticides and Potato Spray Inhibitors, All Natural low GI Potato and N-E-W Terra: an enhanced Efficiency Fertilizer Manufactured from Biochar
- Released 11 new plant varieties: three wheat, one canola, one mustard and six potato

Highlight Any College Standouts

- National Merit Scholars – Most in the Northwest at 78 total with Idaho resident students numbering 36
- Library: Agreement with OpenStax to provide access to inexpensive textbooks for UI students (collaboration with ASUI)
- Natural Resources: Fire science collaboration resulted in review article: *The Science of Firescapes Achieving Fire-Resilient Communities,* Bioscience 66, 130-146 (2016) authors are from U of Idaho, UC Berkley, U of Montana, South Dakota State University, University of Tasmania, US Forest Service, Utah State University, Colorado State University, Woods Hole Research Center, National Park Service and the Desert Research Institute; Named #1 value for Natural Resources by USA Today
- Letters, Arts & Social Sciences: McClure Center provided impactful, unbiased, policy reports: Latinos in Idaho, transportation infrastructure, Life After High School
- Agricultural & Life Sciences: Limagrain cereal seeds, Potato Variety Management Institute partnerships; Collaborations with Simplot, AgriBeef, Monsanto (major agricultural farms); Strong relationships with all major agricultural commissions
- Science: National Science Foundation BEACON grant
- Law: Completed occupancy of the Idaho Law and Justice Learning Center; rose from 127 to 111 in USNews ranking; named Top 40 Best Value in National Jurist
- Engineering: EXPO brings >700 K-12 students to campus;
- Education: Center on Disabilities & Human Development has impacted 39,024 K-12 teachers/others through professional development; providing training for educators to transition students with print disabilities to accessible curricular materials, which includes accessible e-textbooks and distribution of 441 devices/equipment to schools (FY2015 CDHD Annual Report)
- Business: Entrepreneurship competition with over 200 students in multiple disciplines across campus. Several business in Moscow have been started with the funds from these competitions, such as Mototrax; Executive Utility Course; Pacific NorthWest Economic Region
- Art & Architecture: Integrated Design Lab (IDL) in Boise

Collaborations with Other Institutions or Industry

- Ongoing statewide collaboration on the Idaho Regional Optical Network (IRON) for high speed statewide broadband connectivity enabling research, education and outreach

- Clearwater Economic Development Association/Lewis Clark State College/Idaho Department of Labor/Valley Vision/North Central Idaho manufacturers/North Central Idaho high schools/UI are working together on several workforce development initiatives.
- Center for Advanced Energy Studies
- Urban Design Center work with industry, Boise community
- Engineering is key collaborator in Tech Help

Capital Campaign

Our Campaign ending January of 2015 exceeded our goal by 16% for a total of $262M with $38.2M raised in FY15, a record year.

- Academic Enhancements $3,788,000
  $3,788,000 was distributed from endowments to promote academic excellence by supporting programs, strategic initiatives, and faculty research

- Scholarship Endowment $146,000,000
  Of the $238 million dollar University of Idaho endowment portfolio (fair market value June 30, 2015), scholarships comprised $146 million or about 61%.

  With a spending rate of 4.4%, $5,865,000 was distributed to the University for student scholarships specifically for the 2015-16 academic year

Community Partnerships

- Cities of Moscow and Pullman/Latah and Whitman counties/ Moscow and Pullman Chambers of Commerce/Southeastern Washington Economic Development Association/Washington State University/Latah and Whitman County businesses/UI work together as the Palouse Knowledge Corridor to help companies in the Palouse region succeed by matching them with resources through the Spring and Fall Business Showcases and the Be the Entrepreneur Bootcamp
- Participation in Community-University Strategic Partnership (CUSP) for the City of Moscow branding initiative
- Participation in Partnership for Economic Prosperity (PEP) between City, County and UI

New Buildings (including major renovations)

- ILJLC – completed summer 2015
- IRIC – under construction, on schedule, online Jan 2017
- College of Education – under construction, on schedule online July 2016
- 2015 - Over $70M+ in capital construction projects in varying stages
- 2016 - Wallace Remodel, Aquaculture Research Center in Moscow
- Ongoing classroom renovations

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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 Presidents' Council meetings held on February 2, 2016 and March 1, 2016. During the February 2, meeting the group discussed a Computer Science Co-op Pilot Plan, Idaho SkillStack, the possibility of changing Board meeting locations, and a legislative update. At the March 1, meeting the topics consisted of presidential evaluations, medical education, tuition and fees, communications with Board staff, the RFP for a learning management system, and Senate Bill 1349.

BOARD ACTION

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

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SUBJECT

Idaho Indian Education Impact

REFERENCE

June 2015 — Board approved the Idaho Indian education Strategic Plan

BACKGROUND/DISCUSSION

In June 2015, the Board approved the Idaho Indian Education Strategic Plan which consists of two main goals: to promote academic excellence for American Indian students and increase culturally relevant pedagogy in teacher education programs. Since its approval, the strategic plan has significantly advanced the work of the Indian Education Committee in developing recommendations to incorporate culturally relevant pedagogy in Idaho Initial Certification Standards for professional educators. The work has also expanded collaboration between Tribal Education Departments, postsecondary institutions, and state agencies.

Significant work on culturally relevant pedagogy is a critical component of Idaho's two (2) State Tribal Education Partnership (STEP) grants. STEP is a federal grant designed to promote collaboration between tribal educational agencies (TEA), state educational agencies (SEA), and local educational agencies (LEA). The two grant recipients include a renewal of the Nez Perce Tribe STEP grant and a new award to the Coeur d'Alene Tribe. Both grants address cultural standards and culturally responsive teaching to increase access to opportunities for academic success to Idaho's American Indian students. The recent passing of Every Student Succeeds Act (ESSA) permanently authorizes STEP.

Both STEP grants incorporated the Idaho Indian Education Strategic plan in their goals and objectives to strengthen collaboration between SEA, TEA, and partner LEAs. Areas identified are academic achievement, opportunity gaps, school improvement, and teacher quality to meet the unique educational and cultural needs of American Indian students to improve their educational attainment.

Ms. Joyce McFarland is the Nez Perce Education Manager and will provide a brief overview to the Board of the STEP program.

IMPACT

The STEP programs supports, aligns, and collaborates with the Indian Education Strategic Plan on the K-20 education. This united work will increase the knowledge and awareness of the unique educational and cultural needs of American Indian students to improve their educational attainment.

ATTACHMENTS

Attachment 1 – STEP Presentation Page 3

STAFF COMMENTS AND RECOMMENDATIONS

At the March 4, 2016 meeting, the Indian Education Committee received an update on STEP programs from the Nez Perce Tribe and Coeur d'Alene Tribe. The committee recommended that Ms. McFarland provide an overview of STEP to the Board on the progressive partnership with LEAs that have resulted in positive actions.

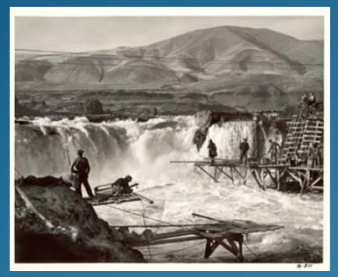
BOARD ACTION

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

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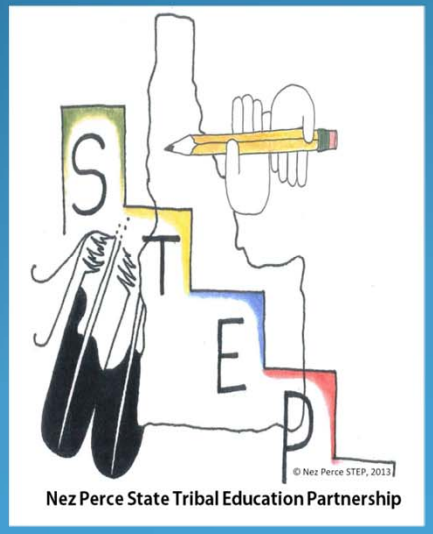





State Tribal Education Partnership

Nez Perce STEP Project

Improving the Academic Achievement of Tribal Students by Meeting their Unique Educational & Cultural Needs



EVERY STUDENT SUCCEEDS ACT

Key provisions on behalf of AI/AN students in the ESSA include:

•**State Tribal Education Partnership (STEP) Authorization:** Grants are permanently authorized to promote tribal self-determination, improve Indian academic achievement, and promote coordination and collaboration between tribal education agencies and state and local education agencies.

•**Consultation:** States must engage in meaningful consultation with tribes in the development of state plans for Title I grants. LEAs must consult with tribes in the design and development of programs under the Act, and they must consult with tribes prior to making any decision affecting the opportunities of Indian children in programs, services, or activities funded by ESSA.

NIEA, 2015

Idaho Indian Education Committee Strategic Plan

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 education opportunity among Idaho's American Indian students.

•Objective B: Increase the level of educational attainment among Idaho's American Indian students. ➔IRI & SAT scores

•Objective C: Increase the quality of instruction for Idaho's American Indian students. ➔Teacher Prep Standards & Teacher Certification Credits

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 professional practice. ➔ Professional Development Credits

•Objective B: Increase the knowledge of federal policies and Idaho's Indian Tribes.

Nez Perce

STEP

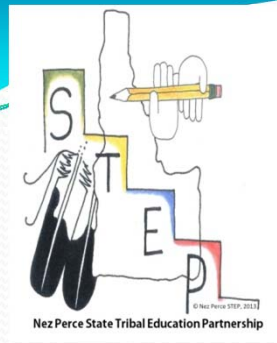
2015-2019





The goal of the Nez Perce STEP project :

By the end of the 2018/19 school year, reduce the achievement gap by 50% in English Language Arts (ELA) and Math between American Indian/Alaska Native (AI/AN) students, in targeted LEA's on the Nez Perce reservation, and all students in Idaho (2014/15 baseline results).



Nez Perce STEP 2015-2019

- **Objective 1**: **<u>Strengthen</u> collaboration** between the SEA and TEA in the administration of three (3) state formula grant programs, implemented by the partner LEA's, that target improved academic achievement for disadvantaged students, school improvement, and teacher quality;

-**Objective 2**: **<u>Build</u> the capacity** of the TEA and SEA to support partner LEAs to meet the unique educational and cultural needs of AI/AN students to improve their academic achievement; and

- **Objective 3**: **<u>Develop</u>, <u>monitor</u>, and <u>evaluate</u> effective, culturally-responsive standards and practices** implemented by partner LEAs to improve academic achievement of their AI/AN students, as related to three (3) selected state formula grant programs.

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SUBJECT

2016 Legislative Update

BACKGROUND/DISCUSSION

This item is to provide the Board with an update on Board approved legislation and other education related bills considered during the 2016 legislative session. Twelve (12) bills were introduced and proceeded through the legislative process.

Board Submitted Bills:

H391: Removes the requirement that the Tax Commission report to the Department of Education certain findings or calculations regarding property valuations. Status: Signed by the Governor.

H392: Repeals the Youth Education Account. Status: Signed by the Governor.

H452: Amends existing law regarding the transfer of accrued sick leave by employees of a state educational agency; and revises provisions regarding accrued unused sick leave. Status: Signed by the Governor.

H526: Literacy intervention. Amends existing law expanding reading intervention for identified students in kindergarten through grade 3. Status: Signed by the Governor.

H560: Amends existing law to provide additional requirements for annual school district continuous improvement plans, and defines the term "statewide student readiness and improvement metrics." Status: Signed by the Governor.

H571: Includes Pupil Service Staff on the career ladder and establishes criteria for Pupil Service Staff to move on the career ladder; amends the process for auditing educator evaluations. Status: Signed by the Governor.

S1208: Clarifies the disability determination for Public Safety Officers regarding the Armed Forces and Public Safety Officer Scholarship. Allows the Board the option to move responsibility for the investment of the Opportunity Scholarship Fund to from the State Treasurer to the Endowment Fund Investment Board. Status: Signed by the Governor.

S1210: Amends existing law to replace references to professional-technical education with career technical education. Status: Signed by the Governor.

S1232: Updates Chapter 23, Title 33, Idaho Code, pursuant to changes in federal regulations impacting the Rehabilitation Act of 1973, which governs the Idaho Division of Vocation Rehabilitation (IDVR). Status: Signed by the Governor.

S1280: Amends existing law to revise residency requirements for students of an Idaho public institution of higher education (excluding community colleges). Status: Signed by the Governor.

S1320: Requires community colleges to follow the same requirements as school districts when acquiring and disposing of real property. Pursuant Section 33-601, Idaho Code, school districts are authorized to purchase real property and requires they have a property appraisal conducted within one (1) year prior to any purchase. Status: Signed by the Governor.

S1376: Provides additional transparency regarding the management of charter schools, as well as allowing for a streamlined process for charter holders to replicate high achieving charter schools. Status: Signed by the Governor.

Board Supported Bills:
H357: Adds the STEM Education Fund to the educational entities for which a taxpayer would qualify for the existing income tax credit for charitable contributions to education-related funds. Status: Signed by the Governor.

H379: Provides for the creation of K-12 computer science content standards and collaboration with the STEM Action Center, the Board, Industry, and public universities and colleges to develop quality computer science professional development and certification or degree programs. Status: Signed by the Governor.

H451: Requires parental involvement in the process of developing a reading improvement plan for deficient readers. Status: Signed by the Governor.

H459: Establishes the Community College Start-Up Account in the Higher Education Stabilization Fund. Status: Signed by the Governor.

HCR33: Stating findings of the Legislature and authorizing the Legislative Council to appoint a committee to conduct a study of the public school funding formula and to make recommendations. Status: Delivered to the Secretary of State

S1279: Creates the STEM Education Fund to support the initiatives and work of the Idaho STEM Action Center. Status: Signed by the Governor.

SCR134: Stating findings of the Legislature and supporting the State Board of Education's goal that 60% of Idaho citizens ages 25-34 earn a postsecondary degree or certificate by 2020 to meet the state's workforce needs. Status: Delivered to the Secretary of State.

General Fund Appropriations
The FY 2017 General Fund appropriations to all major education spending categories increased compared to FY 2016 levels. Specific details regarding the

colleges and universities, and Division of Career Technical Education under the FY 2017 appropriations under the Business Affairs and Human Resources portion of the agenda.

K-12	$1.58 billion (+7.4%)
Community Colleges	$36.9 million (+8.7%)
Four-Year Institutions	$279.5 million (+8.0%)
Career Technical Education	$62.1 million (+10.4%)

Additional Education Legislation Highlights

Innovation Schools (H570) – This is a new program that intends to maximize autonomy and flexibility among local schools. Up to 10 schools per year for five years can choose to participate. With the exception of certain specified state and federal laws, Innovation Schools may be exempt from most state law and administrative rules, as well as local district policies, including terms and conditions of employment.

Career Technical Education (CTE) Secondary Instructors (H627 and H630) – Secondary school CTE programs are experiencing a shortage of qualified instructors. To address this, the Legislature included recruitment and retention of high-need CTE instructors as eligible criteria for a leadership premium. Secondary CTE instructors with an occupational certificate will also generate an additional $3,000 in salary-based apportionment to the school district through the career ladder.

Advanced Opportunities (H458) – Consolidates and streamlines the Advanced Opportunity programs funded by the state into a single program. The new program makes available to each student $4,125 for use towards overload courses, dual credit course fees, and credit bearing or CTE exams for students in grades 7 through 12. For those students who graduate from high school early prior to using all of the available funds may be eligible for using a portion of the remaining funds toward their postsecondary education.

The attached summary provides the final status of each Board bill, as well as other education-related legislation.

IMPACT

Board action through rulemaking will be necessary dependent upon passage of several pieces of legislation.

ATTACHMENTS

Attachment 1 – Idaho Legislature - 2016 Legislative Session Education Legislation Page 5

STAFF COMMENTS AND RECOMMENDATIONS

Board staff will be prepared to walk the Board through specific legislation to answer questions regarding the impact that a given piece of legislation may have on the state educational system.

BOARD ACTION

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

Idaho Legislature - 2016 Legislative Session
Education Legislation

Board submitted legislation
Board endorsed legislation

Bill No	Description	Last Action	Note
H0357	Stem Action Center Income Tax Credit	03/17/2016 House - Reported Signed by Governor on March 17, 2016	Adds the STEM Education Fund to the educational entities for which a taxpayer would qualify for the existing income tax credit for charitable contributions to education-related funds.
H0358	Tax Commission, Requirement Removed	02/18/2016 House - Reported Signed by Governor on February 18, 2016	Eliminates the requirement that the Tax Commission provide valuation information to the Board and SDE that is no longer needed by those agencies.
H0364	Supplemental Appropriation Labor Dept.	02/10/2016 House - Reported Signed by Governor on February 10, 2016	Supplemental appropriation to the Dept. of Labor that includes $1,553,100 for the State Longitudinal Data System.
H0379	Computer Science Initiative	03/23/2016 House - Reported Signed by Governor on March 23, 2016	Provides for computer science instruction in public schools.
H0391	Adjusted Market Value Report	03/17/2016 House - Reported Signed by Governor on March 17, 2016	Removes the requirement that the Tax Commission report to the Department of Education certain findings or calculations regarding property valuations.
H0392	Youth Education Account Repealed	03/17/2016 House - Reported Signed by Governor on March 17, 2016	Repeals the Youth Education Account.
H0398	Revised Uniform Athlete Agents Act	03/24/2016 House - Reported Signed by Governor on March 24, 2016	Governs relations among student athletes, athlete agents, and educational institutions. It further protects the interest of student athletes and academic institutions by regulating the activities of athlete agents.
H0428	College Savings Accounts, Unclaimed	03/17/2016 House - Reported Signed by Governor on March 17, 2016	Allows the College Savings Program to retain unclaimed accounts.
H0451	Reading Intervention	03/23/2016 House - Reported Signed by Governor on March 23, 2016	Requires parental involvement in the process of developing a reading improvement plan for deficient readers.
H0452	Transfer Of Employee Accrued Sick Leave	03/24/2016 House - Reported Signed by Governor on March 24, 2016	Amends existing law regarding the transfer of accrued sick leave by employees of a state educational agency; and revises provisions regarding accrued unused sick leave.

Bill No	Description	Last Action	Note
H0458	Advanced Opportunities	03/23/2016 House - Reported Signed by Governor on March 23, 2016	Consolidates and streamlines the Advanced Opportunities into a contiguous program. Allows students to access state support for overload courses, dual credit courses and college credit-bearing or professional-technical examinations at any point in grades 7 through 12. Additionally, students who graduate early can still receive a scholarship to attend an Idaho public postsecondary institution, as is the current practice.
H0459	Community College Start-Up Account	03/22/2016 House - Reported Signed by Governor on March 22, 2016	Establishes the Community College Start-Up Account in the Higher Education Stabilization Fund.
H0476	Statewide Average Class Size	03/22/2016 House - Reported Signed by Governor on March 22, 2016	Currently, data across the State is collected to determine an average class size for each district. The average class size is then used to determine if a school district receives their full use-it or lose-it exemption. If their class size exceeds the statewide average, the district begins to lose their exemption at 1% per year. Because class sizes vary dramatically depending on the student population of the school district, this averaging raises questions of equity of comparison of like and unlike size school districts. This legislation would allow for comparisons of school districts based on their student enrollment. This legislation would use the student enrollment breakdowns already found in Section 33-1002, Idaho Code that are currently used for funding.
H0477	Dual Credit Scholarship	03/28/2016 House – Delivered to Governor at 4:33 p.m. on March 28, 2016	Provides college scholarships to students who earn college credits while in high school. A student who earns 10 to 19 college credits will qualify for a $1000 state scholarship/year, good at any state college or university, for up to two years if a matching scholarship is received. A student who earns 20 or more college credits will qualify for a $2,000 state scholarship/year for up to two years if a matching scholarship is received. A student who earns an Associate Degree while still in high school will qualify for a $4,000 state scholarship/year for up to two years if a matching scholarship is received.
H0497	State Entity Lobbyist Reports	03/28/2016 House - Delivered to Governor at 4:33 p.m. on March 28, 2016	Requires state government agencies and educational institutions to report gifts given to legislators and executive officials in the same manner lobbyists are required to report.
H0512	Community College Trustee Zones	03/24/2016 House - Reported Signed by Governor on March 24, 2016	Amends and adds to existing law to provide for Community College Trustee Zones.

Bill No	Description	Last Action	Note
H0514	School Safety And Security Act	03/24/2016 House - Reported Signed by Governor on March 24, 2016	Adds to existing law to provide the Idaho School Safety and Security Act to provide the Office of School Safety and Security, the Idaho School Safety and Security Advisory Board, and to provide powers and duties of the board.
H0515	School District Administrator Written Perform Evaluation	03/24/2016 House - Reported Signed by Governor on March 24, 2016	Amends existing law to provide for formal written performance evaluations and when a school district shall be excused and to provide for written evaluations of principals and assistant superintendents.
H0521	Alcoholic Beverages, Minor Immunity For Medical Emergency	03/28/2016 House - Delivered to Governor at 4:33 p.m. on March 28, 2016	Provides a limited use immunity from a misdemeanor Minor in Consumption or Possession of alcohol for a minor that needs or seeks emergency medical help on behalf of themselves or another.
H0526	Literacy Intervention	03/23/2016 House - Reported Signed by Governor on March 23, 2016	Defines students who score basic and below basic as being below grade level, and specify intervention requirements for both levels by expanding interventions from the current requirement of a minimum of 40 hours of intervention for students who are below grade level to a minimum of 60 hours for those who are below basic, and a minimum of 30 hours for those who are identified as basic. Funding will be distributed based on the number of students in a district who are identified as basic or below basic on the statewide reading assessment.
H0527	Community Colleges – Out-Of-District Students	03/31/2016 House - Reported Signed by Governor on March 31, 2016	Amends existing law to revise provisions regarding tuition of out-of-district students, county taxes and other financial support. Creates definite deadlines for when students must submit certificates of residency forms, when counties must approve those residency forms, when community colleges must invoice the counties, and when the counties must pay those invoices. Requires counties to pay only for students who have not dropped out of community college courses before the drop deadline. Clarifies terms and definitions about which students are in-district and out-of-district.
H0537	Supplemental Contracts	03/31/2016 House - Reported Signed by Governor on March 31, 2016	Allows school districts to issue separate contracts for extra service days.
H0538	Omnibus Procurement Act	03/31/2016 House - Reported Signed by Governor on March 31, 2016	Omnibus state purchasing legislation. Among other provisions, state institutions of higher education will be afforded more flexibility when choosing whether to buy property under an open contract.
H0557	Youth Athletes Concussion Monitoring	03/31/2016 House - Reported Signed by Governor on March 31, 2016	Provides that certain sports officials shall review concussion and head injury guidelines and requirements biennially. Requires parental written authorization for participation in athletic activities and to provide for monitoring of a student suspected of suffering a concussion prior to the student resuming athletic activities.

Bill No	Description	Last Action	Note
H0560	Continuous Improvement Plans	03/28/2016 House - Reported Signed by Governor on March 28, 2016	Incorporates the Accountability and Autonomy Task Force subcommittee recommendations into the school district continuous improvement plan process. This includes the addition of definitions for terms to insure there is a common understanding of student readiness and student improvement. This includes a Career and College Readiness Score, a Career and College Readiness Improvement Score, a High School Readiness Score, a High School Readiness Improvement Score, 7th-Grade Readiness Score, and 7th-Grade Readiness Improvement Score. These scores will be applicable based on three grade bands; high school, K-8, and K-6. Improvement scores will be based on year-over-year improvement in the level of readiness produced by the school, and would be shown as a percentage of change in the applicable readiness score.
H0570	Local Innovation Schools	03/31/2016 House - Reported Signed by Governor on	Establishes the Local Innovation School Act and to provide eligibility requirements and eligibility exemptions and school agreements.
H0571	Career Ladder – Pupil Services	03/28/2016 House - Reported Signed by Governor on March 28, 2016	Amends existing law to move Pupil Service Staff onto the Career Ladder and make technical corrections to the existing requirements. These amendments include the establishment of student outcome- based criteria, in addition to the existing student achievement criteria that are applicable to the work that Pupil Service Staff perform in supporting students. The addition of these criteria will allow Pupil Service Staff to move on the Career Ladder based on quantifiable student outcomes, the same as Instructional Staff. Additional language has been added to allow for the calculation of the salary based apportionment for Pupil Service Staff and Administrative Staff, when the district does not employ these individuals, but contracts for services. Amends the administrator evaluation review process to engage the Idaho teacher preparation programs to assist in assuring the fidelity of the evaluations with the statewide framework.
H0603	Student Mobility Funding	03/28/2016 House: Delivered to Governor at 4:33 p.m. on March 28, 2016	Allows school districts and public charter schools to receive salary-based apportionment based on adjusted mid-term support units, if full-term support units are at least 3% greater than mid-term support units. The adjustment is equal to 75% of the difference between full term support units and mid-term support units.

Bill No	Description	Last Action	Note
H0617	Public Schools Appropriation	03/28/2016 House - Reported Signed by Governor on March 28, 2016	Appropriates $86,798,500 for the Public Schools Educational Support Program/Division of Administrators for fiscal year 2017; amends existing law to increase the salary-based apportionment for administrators; and limits the amount distributed for school district and charter school continuous improvement planning and training. This budget includes nondiscretionary adjustments for an estimated enrollment growth of 167 support units and an increase for the statewide education and experience index for salary- based apportionment. There is also funding for a 3% base salary increase. All funds are ongoing from the General Fund and results in a 4.2% increase over the previous year.
H0618	Public Schools Appropriation	03/28/2016 House - Reported Signed by Governor on March 28, 2016	Appropriates $855,733,000 for the Public Schools Educational Support Program/Division of Teachers for fiscal year 2017. This budget includes nondiscretionary adjustments of $42,238,200. Of this amount $39,561,000 is for the second year of instructors who are on the career ladder compensation system. There is also $1,955,500 to move pupil service staff onto the career ladder, $582,500 for an increase in leadership awards, and $139,200 for increases in math and science requirements. Provides $5,000,000 for academic and college or career advisors and student mentors to be implemented according to Sections 33-1002(s) and 33-1212A, Idaho Code. Line item 4 provides $2,375,000 for professional development. With the $10,625,000 already in the base, the addition of this line item will result in $13,000,000 distributed to school districts and charter schools for teacher and pupil service staff professional development. This appropriation results in a General Fund increase of 6.3% above the previous year and a total fund increase of 6.2%.

Bill No	Description	Last Action	Note
H0619	Public Schools Appropriation	03/31/2016 House - Reported Signed by Governor on March 31, 2016	Appropriates $613,471,500 for the Public Schools Educational Support Program/Division of Operations for fiscal year 2017; amends existing law to increase the salary-based apportionment for classified staff; provides an estimate for discretionary funds per support unit; provides for expenditures for information technology staff; provides for classroom technology; directs the use of moneys for instructional management systems. This budget includes increases for nondiscretionary adjustments that include an estimated enrollment growth of 167 support units, an increase for the Idaho Digital Learning Academy, and an endowment increase. There is also a base salary increase of 3% for the classified staff in this division. Provides $27,309,300 to increase discretionary funds from $23,868 per support unit to $25,696 per support unit, which is a 7.7% increase. Provides $5,000,000 ongoing from the General Fund to be distributed to school districts and charter schools for classroom technology. Adds $389,000 ongoing from the General Fund to be distributed to school districts and charter schools to purchase and operate instructional management systems of their choice. This amount, added to the existing $2,611,000 in the base, brings the amount to be distributed for instructional management systems up to $3,000,000. This appropriation is an increase of 7.3%
H0620	Public Schools Appropriation	03/31/2016 House - Reported Signed by Governor on March 31, 2016	Appropriates $286,915,800 for the Public Schools Educational Support Program/Division of Children's Programs for fiscal year 2017; provides guidance on funds for the Idaho Digital Learning Academy; directs the use of funds for the Safe and Drug-Free Schools program; directs the use of funds for literacy programs and remedial coursework; directs the use of funds for limited English proficiency programs; requiring advanced opportunities reporting.
H0621	Public Schools Appropriation	03/28/2016 House - Reported Signed by Governor on March 28, 2016	Appropriates $49,410,500 for the Public Schools Educational Support Program/Division of Facilities for fiscal year 2017; provides moneys for the Bond Levy Equalization Fund; and specifies the amount of revenue to be distributed to the General Fund.
H0622	Public Schools Appropriation	03/28/2016 House - Reported Signed by Governor on March 28, 2016	Appropriates $10,312,300 for the Public Schools Educational Support Program/Division of Educational Services for the Deaf and the Blind for fiscal year 2017.

Bill No	Description	Last Action	Note
H0623	Public Schools Appropriation	03/31/2016 House - Reported Signed by Governor on March 31, 2016	Appropriates $15,262,500 for the Public Schools Educational Support Program/Division of Central Services for fiscal year 2017; directs the use for literacy programs, intervention services, math initiative programs and limited English proficiency programs; directs the use for student assessments; directs the use for performance evaluations; directs the use for wireless technology infrastructure; directs the use for professional development; provides legislative intent related to the use for digital content and credit recovery; provides guidance on year-end reconciliation; provides legislative intent for content and curriculum related to technology; provides direction for the development of an online portal; and defines terms.
H0625	Public Schools Appropriation	03/28/2016 House: Delivered to Governor at 4:33 p.m. on March 28, 2016	Appropriates $71,849,200 to the Division of Career Technical Education for fiscal year 2017.
H0627	Leadership Premiums	03/28/2016 House: Delivered to Governor at 4:33 p.m. on March 28, 2016	Adds criteria for awarding premiums to instructional and pupil service staff. Increases the minimum award per staff member will be $900. Adds a requirement that reports will be more detailed, so a more thorough evaluation of the program can be done.
H0629	College And Career Funding Formula	03/28/2016 House: Delivered to Governor at 4:33 p.m. on March 28, 2016	Clarifies the distribution of funding for college and career advising to school districts and public charter schools. The legislation specifies that funding will be distributed in full, or pro rata, based on secondary student enrollment in grades eight through twelve.
H0630	Career Ladder – Career Tech Instructional Staff	03/28/2016 House: Delivered to Governor at 4:33 p.m. on March 28, 2016	Provides a salary apportionment allocation of $3,000 for school district and charter school instructional staff who hold an occupational specialist certificate. This provision will assist school districts and charter schools in recruiting and retaining instructors for career technical education programs.
H0637	College And University Appropriation	03/28/2016 House: Delivered to Governor at 4:33 p.m. on March 28, 2016	Appropriates $556,135,800 to the State Board of Education and the Board of Regents of the University of Idaho for college and universities and the Office of the State Board of Education for fiscal year 2017; provides certain re-appropriation authority; provides legislative intent for system-wide needs; provides legislative intent for the Complete College Idaho initiative; and provides legislative intent for a cybersecurity lab in conjunction with the Idaho National Lab.
H0638	Community College Appropriation	03/28/2016 House: Delivered to Governor at 4:33 p.m. on March 28, 2016	Appropriates $37,519,000 to the State Board of Education for community colleges for fiscal year 2017; exempts appropriation object and program transfer limitations; provides legislative intent relating to system-wide expenditures; and requires an update on the Complete College Idaho initiative.

Bill No	Description	Last Action	Note
H0645	State Board Appropriation – Special Program, Trailer	03/28/2016 House: Delivered to Governor at 4:33 p.m. on March 28, 2016	Trailer appropriation to H477aa, aaS, which would create a new postsecondary scholarship program that rewards students who have met certain criteria for earning postsecondary credits prior to graduation from high school. The fiscal note for H477aa, aaS requires up to $1,000,000 dedicated funding for FY 2017. This appropriation provides that amount to the State Board of Education, Special Programs, Scholarship and Grants Program, that is managed by the Office of the State Board of Education, to provide the necessary scholarship funding to qualifying students.
H0647	Public Schools Appropriation Trailers	03/28/2016 House: Delivered to Governor at 4:33 p.m. on March 28, 2016	Appropriates additional funding for the Public Schools Support Program/Division of Children's Programs; appropriates additional funding for the Public Schools Support Program/Division of Operations; reduces the appropriation to the Public School Support Program/Division of Central Services; and appropriates additional funding to the Office of the State Board of Education.
HCR031	Music In Schools Month	03/16/2016 House – Delivered to Secretary of State at 10:39 a.m. on February 26, 2016	Stating findings of the Legislature, recognizing the importance of music education in Idaho schools and recognizing Music in Our Schools Month.
HCR033	Public School Funding Formula Interim Committee	03/16/2016 House – Delivered to Secretary of State at 1:37 p.m. on March 16, 2016	Stating findings of the Legislature and authorizing the Legislative Council to appoint a committee to conduct a study of the public school funding formula and to make recommendations.
HCR044	Education, Rule Docket Rejection	03/15/2016 House - Delivered to Secretary of State at 10:52 a.m. on March 15, 2016	Rules of the State Board of and State Department of Education, Rules Governing Thoroughness, reject Docket Number 08-0203-1509, the entire rulemaking docket, to be, and declared null, void and of no force and effect.
HCR045	Education, Rule Docket Rejection	03/15/2016 House - Delivered to Secretary of State at 10:52 a.m. on March 15, 2016	Rules of the State Board of Education, Rules Governing the Opportunity Scholarship Program, reject Docket 08.01.13, Section 010., Subsection 01. and Section 101., Subsection 02.a, only, adopted as pending rules under Docket Number 08-0113-1501, be, and declared null, void and of no force and effect.
S1208	Armed Forces And Public Safety Officer Scholarship	03/09/2016 Senate - Signed by Governor on 03/09/16	Clarifies the disability determination for the Armed Forces and Public Safety Officer Scholarship. Allows the Board the option to move responsibility for the investment of the Opportunity Scholarship Fund to from the State Treasurer to the Endowment Fund Investment Board.
S1210	Career Technical Education Name Change	02/25/2016 Senate - Signed by Governor on 02/25/16	Amends existing law to replace references to professional-technical education with career technical education.

Bill No	Description	Last Action	Note
S1232	Vocational Rehab, Federal Acts	03/16/2016 Senate - Signed by Governor on 03/16/16	Updates Chapter 23, Title 33, Idaho Code, pursuant to changes in federal regulations impacting the Rehabilitation Act of 1973, which governs the Idaho Division of Vocation Rehabilitation (IDVR).
S1248	Pub Charter Schools Written Contracts	03/16/2016 Senate - Signed by Governor on 03/16/16	Removes the mandate that charter school teachers must use form contracts approved by the Superintendent of Public Instruction, so that those who are interested could adapt their contracts to better fit the unique needs of their students, teachers and schools.
S1249	STEM Action Center Board	03/15/2016 Senate - Signed by Governor on 03/15/16	Adds to existing law establish provisions regarding the STEM Action Center Board's meetings, honorarium and expenses, and organization.
S1257	School District Board Of Trustees Candidates	03/31/2016 Senate - Signed by Governor on 03/31/16	Requires write-in candidates in school board trustee elections to submit five (5) qualified elector signatures from within the trustee zone.
S1267	Mastery-Based Education Cohort	03/16/2016 Senate - Signed by Governor on 03/16/16	Limits the number of mastery-based education incubators to twenty in the initial cohort. Provides that all funds appropriated by the legislature, for mastery-based education, may be expended on behalf of LEAs or distributed to LEAs at the discretion of the State Department of Education.
S1272	School District Bond Credit Enhancement	03/23/2016 Senate - Signed by Governor on 03/23/16	Increases the capacity of the School Bond Credit Enhancement Program to guaranty payments on general obligation school bonds, reducing interest costs.
S1279	Stem Education Fund	03/23/2016 Senate - Signed by Governor on 03/23/16	Creates the STEM Education Fund to support the initiatives and work of the Idaho STEM Action Center.
S1280	Student Residency Requirements	03/22/2016 Senate - Signed by Governor on 03/22/16	Amends existing law to revise residency requirements for students of an Idaho public institution of higher education.
S1290	College And Career Advising Reporting	03/16/2016 Senate - Signed by Governor on 03/16/16	Provides clarification that Idaho Code, §33-1212A, is specific to College and Career Advising and not the broader more traditional counseling services that are covered in Idaho Code, §33-1212. Additional amendments require school districts to establish a plan as to how they will address college and career advising for their students and provides for a minimum reporting framework. Annual reporting on college and career advising methods and district established goals will be included in their continuous improvement plan progress reports.
S1293	Parental Rights In Education	03/23/2016 Senate - Signed by Governor on 03/23/16	Affirms that a student's parent or guardian holds primary responsibility for the education of the student, and the state is in a secondary and supportive role. It also defines the reasonable accommodation offered to parents and guardians, outlines how school districts and public charter schools shall facilitate parental involvement in the education of their children, and provides that parents may withdraw their children from an activity or class. The act requires an annual notice of parental rights be distributed to parents and guardians.

Bill No	Description	Last Action	Note
S1320	Community College Property Appraisals	03/22/2016 Senate - Signed by Governor on 03/22/16	Amend existing law to require community colleges to follow the same requirements as school districts when acquiring and disposing of real property.
S1330	School District Student Medicine Policy	03/24/2016 Senate - Signed by Governor on 03/24/16	Amends existing law to provide that the board of trustees of each school district shall adopt a certain policy and to allow certain students to possess and use certain medications and supplies.
S1332	Industry Partner Fund	03/24/2016 Senate - Reported delivered to Governor at 10:45 a.m. on 3/24/16	Adds to existing law to establish the Industry Partner Fund and related provisions and to grant rulemaking authority.
S1333	Broadband Infrastructure Grants	03/24/2016 Senate - Signed by Governor on 03/24/16	Adds to existing law to provide the Broadband Infrastructure Improvement Grant Fund and related provisions, to require rulemaking and to define a term.
S1334	Education Opportunity Resource	03/24/2016 Senate - Signed by Governor on 03/24/16	Repeals existing law relating to the Idaho Education Network and establishes new law to provide the Education Opportunity Resource Act.
S1336	Civics Test, Individual Education Plan	03/22/2016 Senate - Signed by Governor on 03/22/16	Amends existing law to provide an exception to a certain testing requirement.
S1342	Public Schools, Use Of The Bible	03/24/2016 Senate - Reported delivered to Governor at 10:45 a.m. on 3/24/16	Repeals and adds to existing law to provide when the Bible is permitted to be used in public schools, with exceptions.
S1370	Public Television Appropriation	03/22/2016 Senate - Signed by Governor on 03/22/16	Appropriates $9,294,600 to Idaho Public Television for fiscal year 2017; and limits the number of authorized full- time equivalent positions to 64.48.
S1376	Public Charter School Replication And Management	03/31/2016 Senate - Signed by Governor on 03/31/16	Provides additional transparency regarding the management of charter schools, as well as allowing for a streamlined process for charter holders to replicate high achieving charter schools. Specific amendments would specify that the non-profit corporation authorized to organize and manage one or more charter schools may not operate enterprises other than public charter schools, but can contract with other organizations to provide administrative and program services; clarify that a single non-profit may hold multiple charters; outline the process for replication of effective charter schools; and add the defined terms "charter holder" and "educational services provider."
S1395	Vocational Rehabilitation Division Appropriation	03/28/2016 Senate - Signed by Governor on 03/28/16	Appropriates $27,791,900 to the Division of Vocational Rehabilitation for fiscal year 2017; and limits the number of authorized full-time equivalent positions to 152.5

Bill No	Description	Last Action	Note
S1398	State Board Of Education Appropriation Special Programs	03/28/2016 Senate - Signed by Governor on 03/28/16	Appropriates $17,154,500 to Special Programs under the State Board of Education for fiscal year 2017; limits the number of authorized full-time equivalent positions to 42.13; provides for the transfer of any unexpended and unencumbered General Fund moneys to the Opportunity Scholarship Program Account at the end of fiscal year 2016; and provides legislative intent on the level of services by the Geological Survey Program in eastern Idaho.
S1399	State Board Of Education Appropriation Health Education Programs	03/28/2016 Senate - Signed by Governor on 03/28/16	Appropriates $13,831,200 to the State Board of Education and the Board of Regents of the University of Idaho for Health Education Programs for fiscal year 2017; limits the number of authorized full-time equivalent positions to 24.8; provides a lump sum appropriation for dedicated funds; and re-appropriates unexpended and unencumbered dedicated fund balances for the Dental Education Programs.
S1412	State Board Of Education Appropriation Office	03/28/2016 Senate - Reported delivered to Governor at 2:25 p.m. on 3/28/16	Appropriates $7,081,000 to the Office of the State Board of Education for fiscal year 2017; limits the number of authorized full-time equivalent positions to 28.75; and authorizes the re-appropriation of certain funds.
S1424	Superintendent Of Public Instruction Appropriation	03/28/2016 Senate - Reported delivered to Governor at 2:25 p.m. on 3/28/16	Reduces the fiscal year 2016 appropriation by $5,500,000; appropriates $38,190,800 to the Superintendent of Public Instruction for fiscal year 2017; limits the number of authorized full-time equivalent positions to 142; and provides legislative intent related to school district broadband services.
S1425	STEM Action Center Appropriation	03/28/2016 Senate - Reported delivered to Governor at 2:25 p.m. on 3/28/16	Appropriates $2,421,700 to the STEM Action Center for fiscal year 2017; and limits the number of authorized full- time equivalent positions to 2.
S1426	State Board Of Education Appropriation Agriculture Research	03/28/2016 Senate - Reported delivered to Governor at 2:25 p.m. on 3/28/16	Appropriates $30,540,700 to the Agricultural Research and Cooperative Extension Service for fiscal year 2017; and exempts object transfer limitations.
S1429	Appropriation, Education, Trailers	03/28/2016 Senate - Reported delivered to Governor at 2:25 p.m. on 3/28/16	Appropriates a total of $9,979,000 to the Idaho Commission for Libraries, Community Colleges, the Superintendent of Public Instruction, the Office of the State Board of Education, and the STEM Action Center for fiscal year 2017; and authorizes 1 additional full-time equivalent position.
S1430	Charter Schools Debt Reserve Fund Appropriation	03/28/2016 Senate - Reported delivered to Governor at 2:25 p.m. on 3/28/16	Appropriates and Transfers $750,000 from the Economic Recovery Reserve Fund to the Charter School Debt Reserve Fund for FY 2017.
SCR134	60% Goal Resolution	03/21/2016 Senate - Reported delivered to the Secretary of State on 03/21/16	Stating findings of the Legislature and supporting the State Board of Education's goal that 60% of Idaho citizens ages 25-34 earn a postsecondary degree or certificate by 2020 to meet the state's workforce needs.

Bill No	Description	Last Action	Note
SCR139	Education Rule Rejected	03/24/2016 Senate - Delivered to Secretary of State on 3/24/16	RULE REJECTION - Stating findings of the Legislature and rejecting a certain rule docket of the State Board of and State Department of Education relating to Rules Governing Thoroughness.
SCR140	Education Rule Rejected	03/24/2016 Senate - Delivered to Secretary of State on 3/24/16	RULE REJECTION - Stating findings of the Legislature and rejecting a certain rule docket of the State Board of and State Department of Education relating to Rules Governing Thoroughness.
SCR141	Education Rule Rejected	03/24/2016 Senate - Delivered to Secretary of State on 3/24/16	RULE REJECTION - Stating findings of the Legislature and rejecting a certain rule docket of the State Board of and State Department of Education relating to Rules Governing Thoroughness.

Bills Not Receiving Legislative Support

Board submitted legislation
Board endorsed legislation

Bill No	Description	Last Action	Note
H0387	Community Colleges, Trustee Zones	02/05/2016 Senate - Introduced, read first time; referred to: Education	Amends and adds to existing law to provide for community college trustee zones and related provisions; to revise provisions regarding the addition of territory to community college districts; to revise provisions regarding trustees of Community College Districts; and to revise provisions regarding an appeal from an order of the State Board of Education.
H0411	Rural Teacher Loan Forgiveness	02/01/2016 House - Reported Printed and Referred to Ways & Means	Offers teachers an incentive to work in eligible rural schools impacted by a shortage of quality educators. Provides up to $3,000 in student loan forgiveness each year for four years for eligible teachers.
H0412	Tuition Lock Account	02/01/2016 House - Reported Printed and Referred to Ways & Means	Creates a Tuition Stabilization Fund within the Idaho Higher Education Stabilization Fund. The fund is utilized as a mitigation tool to reduce tuition increases at Idaho's public four-year institutions of higher education. Funding is generated from the appropriation of surplus monies in times of economic abundance.
H0413	License Plates, Orofino HS Maniacs	03/09/2016 Senate - Introduced, read first time; referred to: Transportation	Amends and adds to existing law to provide for Idaho Friends of the Orofino Maniacs license plates.
H0414	Opportunity Scholarship Tax Credit	02/01/2016 House - Reported Printed and Referred to Ways & Means	Adds the opportunity scholarship program to those entities qualifying for an income tax credit.

Bill No	Description	Last Action	Note
H0420	Smarter Balanced Assessment	02/01/2016 House - Reported Printed and Referred to Ways & Means	Directs the State Superintendent of Public Instruction to begin the process of removing Idaho from the Smarter Balanced Assessment Consortium (SBAC) testing requirements. Taking the SBAC test will not be a requirement for students to graduate from Idaho public schools.
H0424	Income Tax Credit, For Tuition	02/01/2016 House - Reported Printed and Referred to Ways & Means	Adds to existing law to provide a state income tax credit for Idaho postsecondary institution tuition and fee payments on behalf of an employee of a taxpayer.
H0442	Supplemental Contracts	02/05/2016 House - Reported Printed and Referred to Education	Allows school districts and charter schools to issue separate contracts for extended days beyond the traditional school year.
H0450	Literacy Intervention	02/10/2016 House - Reported Printed and Referred to Education	Literacy intervention legislation. **Refiled as H526.**
H0529	Continuous Improvement Plans	03/18/2016 House - Retained on General Orders	Amends existing law to provide an additional requirement for annual school district continuous improvement plans, to define the term "statewide student readiness and improvement metrics." **Refiled as H560.**
H0545	Local Innovation Schools	03/01/2016 House - Reported Printed and Referred to Education	Establishes the Local Innovation School Act and to provide eligibility requirements, exemptions and school agreements.
H0590	Staff Allowance	03/11/2016 House - Reported Printed and Referred to Education	Allows school districts and public charter schools to receive salary-based apportionment based on adjusted mid-term support units, if full-term support units are at least 3% greater than mid-term support units.
H0596	College And Career Advisor Funding Formula	03/11/2016 House - Reported Printed and Referred to Education	Clarifies the distribution of funding for college and career advising to school districts and public charter schools. The legislation specifies that funding will be distributed in full, or pro rata, based on secondary support units used to calculate the February 15 payment of state funds. The legislation provides funding for districts and charter school which serve all grades 8-12.
H0613	School District Trustee Elections	03/22/2016 House - U.C. to be referred to State Affairs Committee	Increases transparency in school district measure elections, including bonds, levies, and recalls applying current code regarding school district trustee elections and applying it to all school district elections including school district measure elections.
H0628	Rural Education Support Center	03/23/2016 Senate - Introduced, read first time; referred to: Education	Establishes one (1) Rural Education Support Center, in an effort to provide support, flexibility, cost sharing and personnel sharing opportunities to local school districts. A local school district, or districts, must provide a written request from their local board of trustees, in order to be provided services through the Rural Education Center. It is further defined that a Rural Education Center will be an opt-in cooperative entity, in which school services may participate. Further, an awareness campaign would be conducted to promote and create awareness of Rural Education Centers.

Bill No	Description	Last Action	Note
H0632	Tax Credits, Med Residency Program Donation	03/21/2016 House - Reported Printed and Referred to Revenue & Taxation	Provides an income tax credit for charitable contributions made to Idaho based medical residency placement organizations accredited by the Accreditation Council for Graduate Medical Education or the American Osteopathic Organization.
HCR050	Civics Test, Idaho History And Government	03/17/2016 Senate - Referred to Education	Requests that the Idaho State Board of Education adopt a rule providing that at least 20% of the questions on the civics test test will be specific to Idaho state government and history. It also requests that the Board strongly consider including in the civics test some or all of the questions provided to the Board relating to Idaho state government and history.
HJR001	Sectarian Appropriations, Constitutional Amendment	01/28/2016 House - Reported Printed and Referred to State Affairs	Amends the state constitution to allow appropriations or payments (grants, scholarships, loans, etc.)to sectarian or religious institutions or to students or parents of students for educational purposes.
S1209	Community College District Property Appraisals	02/02/2016 Senate - Read third time in full	Requires community colleges to follow the same requirements as school districts when acquiring and disposing of real property. Pursuant Section 33-601, Idaho Code, school districts are authorized to purchase real property and requires they have a property appraisal conducted within one (1) year prior to any purchase. **Refiled as S1320.**
S1247	Civics Test Requirement Exception	02/04/2016 Senate - Reported Printed; referred to Education	Prohibits any student who receives special education services from being required to successfully complete the civics test or alternate path.
S1266	Leadership Premium	02/24/2016 House - Read First Time, Referred to Education	Increases the amount of Leadership Premium moneys from $850 to $900 per FTE.
S1273	School District Trustee Board Vacancies	02/09/2016 Senate - Reported Printed; referred to State Affairs	Establishes a process of filling a vacancy on a school board in the case of a recall election for a school board trustee, and to prohibit a school board subject to a recall, when a majority of the board is subject to recall, from allowing a member(s) to resign and the remaining board members appointing a new member to that board until such time as the recall election is certified.
S1289	College And Career Advisors Funding Formula	02/11/2016 Senate - Reported Printed; referred to Education	Adjusts the funding formula for college and career counseling.
S1291	Adult Degree Completion Scholarship	03/01/2016 Senate - Failed: Ayes 16 Nays 17 Excused 2; to Secretary of Senate	Adds to provide for the Adult Degree Completion Scholarship and related provisions and to require the State Board of Education to promulgate certain rules.
S1292	Tuition Lock	02/11/2016 Senate - Reported Printed; referred to Education	Amends and adds to existing law to provide for the Tuition Lock Plan for undergraduate students; and to provide for the Tuition Lock Stabilization Account in the Higher Education Stabilization Fund.
S1307	School Trustee Election Date	02/12/2016 Senate - Reported Printed; referred to Education	Amends existing law to revise the election date for school district trustees and to provide a term expiration date for incumbent trustees.

Bill No	Description	Last Action	Note
S1308	School Trustee Elections	02/12/2016 Senate - Reported Printed; referred to Education	Requiring school district trustees to live in their zones, but allowing all voters in the school district to vote on each trustee.
S1321	Public Schools, Bible Use In School	02/15/2016 Senate - Reported Printed; referred to State Affairs	Repeals and ads to existing law to provide when the Bible is permitted to be used in the public schools.
S1331	Public Education Stabilization Fund	02/16/2016 Senate - Reported Printed; referred to Education	Amends existing laws to revise provisions regarding the Public Education Stabilization Fund, to provide for an annual transfer of certain moneys from the General Fund to the Public Education Stabilization Fund, to provide conditions for such transfer; and to revise an amount to be transferred from the General Fund to the Budget Stabilization Fund.
S1335	Open Meeting Laws, Executive Sessions	02/16/2016 Senate - Reported Printed; referred to State Affairs	Amends existing law to revise conditions when an executive session is authorized regarding the acquisition, sale or lease of an interest in real property by a public agency.
S1337	Public Charter School Replication	02/16/2016 Senate - Reported Printed; referred to Education	Amends and adds to existing law regarding public charter schools. **Refiled as S1376.**

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SUBJECT

Accountability Oversight Committee Recommendations

REFERENCE

October 2015	Accountability Oversight Committee Chair, Spencer Barzee, presented the committee's general recommendations for the state's new K-12 accountability system.
February 2016	Board received an update regarding the timeline for the Accountability Oversight Committee to bring forward recommendations to the Board on a new State K-12 accountability system.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.AA. Accountability Oversight Committee

Section 33-110, Idaho Code – Agency to Negotiate, and Accept, Federal Assistance

Idaho Administrative Code, IDAPA 08.02.02 – Section 111, Assessment in the Public Schools; IDAPA 08.02.02 – Section 112, Accountability; IDAPA 08.02.02 – Section 113, Rewards; IDAPA 08.02.02 – Section 114, Failure to Meet Adequate yearly Progress (AYP); and IDAPA 08.02.03 – Section 105.

BACKGROUND/DISCUSSION

The Accountability Oversight Committee (committee) was established in April 2010 as an ad-hoc committee of the Idaho State Board of Education. It provides oversight of the K-12 statewide assessment system, ensures effectiveness of the statewide system, and recommends improvements or changes as needed to the Board.

On December 10, 2015, President Obama signed the Every Student Succeeds Act (ESSA) reauthorizing the Elementary and Secondary Education Act of 1965. Pursuant to ESSA, states must implement new accountability systems aligned to the Act by the 2017-2018 school year.

In January 2016, the Policy, Planning and Governmental Affairs Committee requested that the committee lead the efforts to gather input and make recommendations to the Board on a new statewide K-12 accountability system, with the goal of doing a statewide pilot of the system during the 2016-2017 school year. At the February 2016 Board meeting the Board was updated on the timeline for the committee to bring forward these recommendations for consideration. The committee is meeting twice per month and will present recommendations for a new accountability system to the Board at the June 2016 meeting.

As part of the discussion at the February 2016 Board meeting the committee was directed to make recommendations that would lead to a single accountability system that would meet not only the new Federal requirements but also the state's needs for a comprehensive system of accountability that could then allow for greater autonomy at the district level.

In addition to recommendations on a statewide K-12 accountability system, at the committee's February 5, 2016, meeting, committee members discussed state graduation requirements that tangentially affect the state's options in developing a new accountability system. The committee moved to make the following recommendations to the State Board of Education:

1. Eliminate the ISAT proficiency graduation requirement, but maintain a requirement that high school students must participate in the test in order to graduate.

2. Eliminate the college entrance exam graduation requirement, and request that the Idaho Legislature maintain funding for the state to pay for one college entrance exam per student. Acceptable exams would include the SAT, ACT, or WorkKeys.

The rationale for these recommendations is provided in Attachment 1.

IMPACT

The proposed recommendations would require amendments to Administrative Code Sections 08.02.03.105.03 and 08.02.03.105.06. Should the Board adopt the recommendations, Board staff will start the Administrative Rule promulgation process and would bring back a proposed rule for Board consideration by the August Board meeting. Adoption of these recommendations would result in the removal of the requirements from Administrative Code in their entirety. Future requests to fund any college entrance exams would be through the appropriations process.

ATTACHMENTS

Attachment 1 – AOC Recommendations Report, March 2016 Page 5

STAFF COMMENTS AND RECOMMENDATIONS

The current state graduation requirements pursuant to Idaho Administrative Code, IDAPA 08.02.03.105 require, in addition to a minimum number of credits in specific content areas, that each student show proficiency through achievement of a "proficient" or "advanced" score on the grade 10 Idaho Standards Achievement Test (ISAT) in math, reading and language usage, or show proficiency through an alternate route established by the school district, and that all students take a college entrance exam in grade 11.

The current proficiency requirement aligns with the State's comprehensive assessment program set forth in IDAPA 08.02.03.111. The existing assessment program requires the ISAT be administered to students in grades 9 and 10, and as applicable to students in grade 11. The minimum proficiency level requirement for graduation purposes was adopted by the State Board of Education in 2003 and accepted by the legislature in 2004 with an effective date of January 1, 2006. The proficiency graduation requirement was an original recommendation of the Board's Accountability Commission in 2003. The Commission was charged with establishing accountability measures for the state comprehensive assessment program that was put in place in 2001 as well as establishing the state's accountability system and Federal Accountability Workbook. The proficiency graduation requirements were included in the Commission's 2003 recommendations, in part, to ensure that graduating students had mastered required subjects, as well as met attendance requirements

The college entrance exam requirement was added as part of the High School Redesign Initiative of the Board in 2003. This initiative increased the rigor of the state's high school graduation requirements by increasing the number of credits required in math and science, requiring senior projects be completed, requiring that math be taken during the senior year, and requiring that students take a college entrance exam to graduate. While not fully realized, the initiative also contemplated moving toward a standards based approach rather than the prior seat time credit requirement. This included using end of course assessments and standards-based portfolios and examinations for determining proficiency in the standards to graduate and expanding the ISAT science assessment to every grade level.

The requirement to take a college entrance exam was based in part on research from other states that showed it had helped to increase the number of students going on to postsecondary education. Additional data showed that college entrance exams were a barrier to students going on to college when the students came from homes where they were the first individual in the family to go on to a postsecondary education or came from families that did not value postsecondary education. These students often did not have the support or the information needed to understand the importance of taking a college entrance exam and were less likely to voluntarily take the exam. Requiring all students take a college entrance exam reached this group of students as well as students that chose not to take the exam because they did not think they would be successful.

By requiring the exam be taken in grade 11, students who initially did not do well on the exam could use the exam to identify areas that needed improvement and then retake the exam during their senior year. Those students that did well on the exam in grade 11 were able to use the exam in completing initial college entrance and scholarship applications. The High School Redesign Initiative was adopted by the Board in 2004. Following additional public and legislative input,

Initiative components were refined with final Administrative Code amendments adopted by the Board in 2005 and approved by the legislature in 2006. The additional credit requirements were made effective for students entering grade 9 in the Fall of 2009 and the college entrance exam requirement was made effective for students entering grade 9 in the Fall of 2008. This initiative was also accompanied by significant budget requests starting in FY 2007. Due to the college entrance exam being a graduation requirement, the Board and the State Department of Education were successful in winning legislative support for state funding to cover the cost for all students to take the college entrance exam (based on a statewide contract). The first graduating class subject to the college entrance exam requirement was the class of 2012. The impact of this requirement on Idaho's Go On rate is unknown due to the limited number of student cohorts that have graduated since the requirement went into effect. Additional benefits that were not contemplated as part of the original initiative have been the ability to use the college entrance exam to identify students for the Direct Admissions initiative and the recommendation from the Governor's Taskforce subcommittee on Accountability and Autonomy that the college entrance exam be used as one of the standard performance measure used by all school districts (as applicable) in their continuous improvement plans. If students were not required to take a college entrance exam, it is possible that state funding of the entrance exam would be negatively impacted, and:

1. One of the 2 prongs currently used for admissions under the Board's Direct Admission program would be lost; and
2. Fewer students might see post-secondary education as a viable option.

The committee recommendation also lists "WorkKeys" as an acceptable exam under the list of optional "college entrance exams." WorkKeys is an assessment administered by ACT and is used to measure essential workplace skills and help build career pathways. The only current identified use for this exam in the Idaho public postsecondary education system appears to be in relation to its use as part of the Work Keys National Career Readiness Certificate, which is recognized by the Division of Career Technical Education as an approved technical skills assessment for the Individual Occupational Training program and is given at the end of this postsecondary program. It is not currently used by Idaho's education system to determine career readiness and is not designed to measure college readiness.

BOARD ACTION

I move to adopt the Accountability Oversight Committees recommendations regarding proposed amendments to the State's graduation requirements and to direct Board staff to bring back proposed amendments to Administrative Code through the rulemaking process.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Accountability Oversight Committee
Recommendations Report, March 2016

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
Pete Koehler	Chief Deputy Superintendent, Idaho State Department of Education
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:

The Accountability Oversight Committee, while in the process of developing recommendations regarding the state's accountability system, has recognized that certain state graduation requirements have an impact on the committee's plans for a new accountability system. Thus, the committee has discussed key, related graduation requirements, as outlined in Administrative Code, and recommends the following.

1. **We recommend the State Board of Education eliminate the ISAT proficiency graduation, but maintain a requirement that high school students must participate in the test to graduate.**

   Rationale:

a. The ISAT proficiency graduation requirement puts inappropriate focus on a student's ability to achieve a certain cut score number on a standardized test, rather than looking at whether the student has mastered a well-rounded set of skills. The ISAT should be used to help schools, educators, and parents know where a student is, and the state should leave it to the school / district to determine how to support students who do not perform well on the assessment, based on the particular situation of that student.
b. The ISAT proficiency graduation requirement is unnecessary, since students have the option to complete an alternate route to graduation, and there is no incentive for districts to make the alternate route challenging.
c. As long as the state maintains the ISAT proficiency graduation requirement, it will be difficult for the state to consider shifting testing for accountability purposes from the 10th to the 11th grade, as the change would substantially limit schools options to work with non-proficient students to meet the graduation requirement through testing rather than completion of an alternate route to graduation. The Smarter Balanced Assessment system was designed to have the high school test administered in 11th grade, and the Accountability Oversight Committee is interested in considering shifting the high school accountability test from 10th to 11th grade for a number of reasons. First, this change would be in alignment to the intended design of the Smarter Balanced Assessment system and would align Idaho's practices to those of other Smarter Balanced Assessment Consortium states. Second, testing in 11th grade better reflects a student's knowledge and skills in the latter part of their high school career, thus providing a more accurate picture regarding that student's preparedness and how well the student's school has done at preparing him/her. Finally, shifting to 11th grade would allow the State Board of Education to re-open discussions with institutions of higher education regarding creating a framework to allow students' 11th grade ISAT scores to be used for college coursework placement.

2. We recommend the State Board of Education eliminate the college entrance exam graduation requirement, and request that the Idaho Legislature maintain funding for the state to pay for one college entrance exam per student, with acceptable exams to include the SAT, ACT, or Workkeys (at a minimum).

a. The Accountability Oversight Committee recommends that, if possible, this change take effect in the 2016-2017 school year.

Rationale:
a. Having this requirement in place has not resulted in a substantial, measurable increase in college go-on rates.
b. Currently, the state only pays for one type of college entrance exam (SAT currently has the contract). However, this does not address the needs of all students. While some students may need the SAT to pursue a four-year degree at a college or university, others may be applying to an institution that only accepts the ACT, and thus have to pay for the exam on their. Additionally, the policy requires many students who intend to pursue other forms of higher

education (community college, technical program, certificate program, etc.) to take an unnecessary assessment. Removing the graduation requirement, but covering the cost of one college entrance exam per student with as many options as possible is a more student-centered approach.

c. Based on research, a student's college entrance exam may not be the best indicator of whether he/she is prepared for success in higher education. However, because Idaho does a statewide administration of the test, the resulting data is often used to measure postsecondary readiness. In fact, research has demonstrated that high school GPA has a higher correlation to college success than college entrance exam scores[1].

d. The requirement for students to take a college entrance exam is an additional impediment to the state's ability to move the high school accountability test from 10th to 11th grade (for the reasons outlined in 1.c.). Currently, in order to enable students to easily meet the college entrance exam requirement, the state pays for the exam and it is administered statewide on a specific day. The targeted group for this administration is 11th grade students. If the state shifts the accountability test to 11th grade and maintains the college entrance exam requirement, 11th grade students will have to complete two substantial tests required by the state in the same year.

References

1. Geiser, S. and Santelices, M. (2007). "Validity of High-School Grades in Predicting Student Success Beyond the Freshman Year: High-School Record vs. Standardized Tests as Indicators of Four-Year College Outcomes." *Research & Occasional Paper Series: CSHE.6.07*. Center for Studies in Higher Education, University of California, Berkeley. Web at http://www.cshe.berkeley.edu/sites/default/files/shared/publications/docs/ROPS.GEISER._SAT_6.13.07.pdf.
2. O'Shaughnessy, L. (2014). "Confirmed: High School GPAs Predict College Success." CBS News. Web at http://www.cbsnews.com/news/confirmed-high-school-gpas-predict-college-success/.

[1] Geiser & Santelices, 2007; O'Shaughnessy, 2014

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SUBJECT

Board Policy I.P. Idaho Indian Education Committee – First Reading

REFERENCE

December 6-7, 2007	The Board was provided an update on the Native American Higher Education Committee's progress.
June 20, 2008	The Board approved the Committee moving forward with scheduling future meetings with each of the Tribes and charged the Committee with reviewing how Board policy can meet the underserved need in the communities through advanced opportunities.
February 21, 2013	The Board approved the first reading of Board Policy I.P.
April 18, 2013	The Board approved the second reading of Board Policy I.P.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.P. Idaho Indian Education Committee

BACKGROUND/DISCUSSION

The State Board of Education Idaho Indian Education Committee serves as an advisory committee to the State Board of Education (Board) and the State Department of Education (Department) on educational issues and how they impact opportunity, success, and access for Idaho's American Indian student population. The committee also serves as a vital communication connection for Idaho's American Indian tribes, the Board, and the Department.

Board Policy I.P. outlines the role and purpose of the committee, committee structure, and terms of membership. Proposed amendments to Board Policy I.P. would remove sections covering meeting location, quorum requirements, and establishment of agendas and minutes and move them to the proposed bylaws that will be presented to the Board for consideration at the June 2016 Board meeting should the Board approve the first reading of the proposed amendment to Board Policy I.P.

Additional amendments include changing the representatives in the committee composition from the five tribal education "affiliations" to five tribal education "departments," Which is consistent with the terms most commonly used by tribal communities. Changes also include language to provide that the Bureau of Indian Education schools may include a school board member, administrator, or designee. This would provide more flexibility to the schools in identifying a representative.

IMPACT

Approval of amendments will streamline policy language and allow the committee to fulfill its intended purpose. The amendments will also provide greater definition to the role of the committee and its members.

ATTACHMENTS

Attachment 1 – Board Policy I.P. Idaho Indian Education Committee Page 3
Attachment 2 – Proposed Committee By-laws Page 5

STAFF COMMENTS AND RECOMMENDATIONS

Staff worked with Department staff to develop amendments that would create efficiencies. At the March 4, 2016 meeting, the Indian Education Committee reviewed the policy amendments and recommended approval with a few minor edits.

Board staff recommends approval.

BOARD ACTION

I move to approve the first reading of amendments to Board Policy I.P. Idaho Indian Education Committee – First Reading, as presented in attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: I. General Policies
SUBSECTION: P. Idaho Indian Education Committee ~~April 2013~~June 2016

1. Purpose

   The purpose of the Idaho Indian Education Committee (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.~~five Idaho tribes. The mission of the ~~Idaho Indian Education~~ Committee is to create the conditions for and support of the efforts of raising the bar and eliminating the ~~gap of~~ academic achievement gap.

2. Roles and Responsibilities

   In order to ensure all American Indian students in Idaho thrive, reach their full potential, and have access to educational services and opportunities, the scope of responsibilities shall include~~, but not be limited to,~~ the following:

   a. Advocate and inform stakeholders~~,~~ and make recommendations for educational policy as it relates to American Indian student access, retention, graduation, and achievement.

   b. Review and make recommendations on instructional materials to ensure inclusion of tribal cultural knowledge and ~~tribal~~ context at ~~the elementary, middle/junior high, and high school, and postsecondary level~~all education levels.

   c. Review and make recommendations on ~~Teacher Certification Programs~~educator certification and recertification programs to ensure inclusion of tribal cultural knowledge and ~~tribal~~ context.

   ~~d~~d. Review and make recommendations on educator preparation program standards to ensure inclusion of tribal cultural knowledge and context.

   e. Review and make recommendations to ensure integration and use of tribal cultural knowledge and ~~tribal~~ context as a component of instructional practice in schools that serve predominantly American Indian students.

   ~~e~~f. Review and make recommendations on funding and programs that serve American Indian students. ~~To include, but not be limited to: Johnson O'Malley, Impact Aid, Title VII, and Enrichment Programs.~~

   ~~f. Review American Indian student achievement data to include, but not be limited to, K-12 standardized tests, K-12 and postsecondary graduation, retention,~~

~~dropout, and completion data; health and safety data; suicide prevention data; drug violence data.~~

g. Review relevant education data to make recommendations on statewide policies, procedures, and to collaborate with Idaho tribes to reflect accurate statistics for making policy recommendations.

h. Identify and promote best practices in supporting the success of American Indian students.

i. The Committee shall meet at a minimum quarterly.

3. Membership

The Idaho Indian Education Committee ~~(Committee)~~ membership shall be composed of the following:

- One representative from each of the eight public postsecondary institutions
  - ~~The representative should be from an Advisory Committee or a Designee (Board~~Nominations will ~~request nomination~~be submitted from the ~~Provost/~~Institution President~~)~~
- One representative from each of the five tribal chairs or designee
- One representative from each of the five tribal education ~~affiliations (K-12)~~departments
- One representative from each of the two Bureau of Indian Education schools
  - Representatives must be a school board member, administrator, or designee
- One representatives from the State Board of Education~~, as an ex-officio member~~

Original appointments shall be for terms that are initially staggered to provide a rolling renewal of appointments. Thereafter, appointments shall be for five years, commencing on July 1st. All members of the Committee shall have equal voting privileges. Appointments to vacant positions during the previous incumbent's term shall be for the remainder of the open term.

The Committee shall elect officers, to include a chairperson and vice-chairperson. Officers are elected to a two (2) year ~~terms~~term at a regularly scheduled spring meeting. No elected officer may serve more than two (2) consecutive terms.

Staff support will come from the State Department of Education through the Indian Education Coordinator position and the Office of the State Board of Education ~~through the Chief Academic Officer and Academic Affairs Program Manager,~~ and will include the following:

- ~~Advisory~~Advisor to the Chair and Committee
- Liaison between Committee and the State Board of Education, State Department of Education, Colleges and Universities, and other stakeholders

- ~~Prepares~~Preparation of the agenda with input from the Committee
- ~~Notifies~~Notification to Committee of upcoming meetings and other communications
- ~~Records, publishes~~Compilation of records, publications and ~~disseminates~~disseminating minutes of meetings

~~Chairperson: Conducts the~~ Board of Education Idaho Indian Education Committee ~~meetings.~~

~~Vice-Chairperson: Acts on behalf of the Chairperson in their absence.~~

A. Meetings

1. The Committee holds at least four (4) regular meetings annually. A quorum of the Committee consists of eight (8) voting members with the option to poll absent members to reach 8 for a response within three (3) days. A quorum shall be present to conduct any official business.

2. Meeting locations shall be determined by the Committee.

B. Membership

Committee members must uphold the goals and objectives of the Committee and give adequate time and energy to the duties of membership. Decision making is a collective action and all members have a joint responsibility for decisions and actions.

C. Nominating Process

A letter of recommendation for representation of the appropriate entity shall be submitted to the Board of Education (Board) office and receive Board approval before an appointee may act in an official capacity of the Committee.

D. Voting privileges

A Committee member unable to attend a meeting either in person or by telephone conference may send a proxy in his or her place. The proxy will have full voting privileges upon receipt from the absent member of a written statement or a tribal resolution to the chair and staff. Notification must include name and position of proxy and a statement authorizing the proxy to act in the official capacity, including full voting rights, for the determined time period of the meeting, and the proxy has support for voting on behalf of the committee member. The proxy may not vote without this notification.

E. Duties of the Officers

1. The Chair

    a. Presides at Committee meetings, with full power to discuss and vote on all matters before the Committee.
    b. Submits such information and recommendations considered proper concerning the business and interests of the Committee.
    c. Subject to action of the Committee, gives notice and establishes the dates and locations of all regular Committee meetings.
    d. Calls special meetings of the Committee.

e. Appoints Committee members to all standing and interim working groups of the Committee.
f. Establishes the agenda in consultation with the staff support.
g. Provides communication to the public as chief spokesperson for the Committee in coordination with the Board and State Department of Education (Department) Communications officers.

2. The Vice Chair

a. Presides at meetings in the event of absence of the Council chair.
b. Performs the Council chair's duties in the event of the Council chair's inability to do so.
c. Becomes the acting Council chair in the event of the resignation or permanent inability of the Council chair until such time as a new chair is elected.

F. Duties of Staff Support

The staff will work to maintain effective communication among the Committee members, Department, Board office, Board, and key stakeholders. Staff will uphold appropriate organizational structure to carry out the work of the Committee. Staff will provide structure for the meetings, review the progress of the Committee's work, and identify areas of strengths and weaknesses.

1. Board Staff
   Provide support to the Chair to carry out the purpose of the Committee. Report on relevant activities of the Board office and the Board. Provide the Board office and the Board of an overview of the Committee's work. Collaborate with the Department staff on communication, meeting details, and other items as necessary to the purpose and duties of the Committee.

2. Department Staff
   Provide support to the Chair to carry out the purpose of the Committee. Report on relevant activities of the Department and appropriate key stakeholders. Provide the Superintendent of Public Instruction an overview of the Committee's work. Collaborate with the Program Manager on communication, meeting details, and other items as necessary to the purpose and duties of the Committee.

G. Administration of Committee Work

1. Special Committee assignments shall be designated at the discretion of the Board.

2. Coordination and collaboration of policies and procedures are conducted to maintain the integrity of the Board and the Department.

3. Dissemination of official committee information will go through the Board office and Department.

H. Adoption, Amendment, and Repeal of Bylaws

1. Bylaws and amendments must be approved by the Board before they are officially instituted by the Committee.

2. Recommendations for amendments or repeals of bylaws may be approved at any regular or special meeting of the Committee by a majority vote of the Committee, provided notice has been presented at the preceding meeting of the Committee.

SUBJECT

Board Policy I.T. Title IX – First Reading

APPLICABLE STATUTE, RULE, OR POLICY

Education Amendments of 1972, 10 USC §1681
Title IX, CFR §106.1

BACKGROUND/DISCUSSION

Title IX of the Education Amendments of 1972 and its implementing regulations, 34 C.F.R. Sec. 106 ("Title IX"), prohibit discrimination on the basis of sex in federally funded education programs and activities. Title IX protects students, employees, applicants for admission and employment, and campus visitors from all forms of sexual harassment, including sexual violence and gender-based harassment. Examples of the types of discrimination prohibited by Title IX include sexual harassment, the failure to provide equal opportunity in athletics, and discrimination based on pregnancy. To enforce Title IX, the U.S. Department of Education maintains an Office for Civil Rights (OCR) and has issued regulations on the requirements.

All public and private elementary and secondary schools, school districts, and colleges and universities receiving any federal financial assistance must comply with Title IX.

Recent guidance from OCR has increased the compliance activities necessary at the colleges and university. Board staff and legal counsel have worked with staff at all eight of the Institutions to develop an overarching Board policy to provide guidance regarding compliance with Title IX.

The proposed policy outlines requirements for the publication of the institutions' Title IX policies and procedures as well as notification of the institutions' Title IX resources. Additionally, the policy requires the institutions designate a Title IX coordinator and establish policies and procedures for the education of students and training to prevent sexual violent; the education of parties receiving or adjudicating Title IX complaints, investigations and resolution of Title IX violations, and how disciplinary actions are handled.

IMPACT

The proposed policy will provide guidance to the institutions on meeting Title IX requirements.

ATTACHMENTS

Attachment 1 – Board Policy, I.T. Title IX Page 3
Attachment 2 – Office for Civil Rights Title IX Guidance Page 7

STAFF COMMENTS AND RECOMMENDATIONS

The proposed policy creates a new section of Board policy. Input on the proposed policy was solicited from the Institutions' provosts and vice presidents of academic affairs, student affairs directors, Title IX coordinators and legal counsel. Once drafted, the policy was distributed to these groups with a request that they further distribute the draft to any additional constituent groups for feedback.

The proposed policy has been drafted based on OCR guidance, a review of existing institution policies, and the feedback received from the institutions. Board staff recommends approval.

BOARD ACTION

I move to approve the first reading of Board Policy I.T. Title IX as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES
SUBSECTION: T. Title IX **June 2016**

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

   Title IX of the Education Amendments of 1972 and its implementing regulations, 34 C.F.R. Sec. 106 ("Title IX"), prohibit discrimination on the basis of sex in federally funded education programs and activities. Title IX protects students, employees, applicants for admission and employment, and campus visitors from all forms of sexual harassment, including sexual violence and gender-based harassment.

   Sexual violence includes sexual intercourse without consent, sexual assault, and sexual coercion. Prohibited gender-based harassment may include acts of verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex-stereotyping, even if those acts do not involve conduct of a sexual nature.

   This Policy is intended to supplement, not duplicate, Title IX guidance from the federal Department of Education's Office of Civil Rights ("OCR") for Institutions regarding their compliance with Title IX, specifically in regard to sexual harassment or sexual violence. Institutions should go beyond the requirements of this policy as necessary to address Title IX issues unique to individual campus populations so that students are able to fully receive the benefits of educational programs.

2. Institution Title IX policies
   Each institution shall publish its Title IX policies and procedures for students, staff and faculty. Such policies and procedures shall be updated as necessary and appropriate to comply with Title IX and guidance from OCR. Title IX coordinators shall be involved in the drafting and revision of such policies to ensure compliance with Title IX. If an institution is represented by legal counsel, its attorney also shall review the institution's policies for compliance with Title IX and OCR guidance. Policies shall clearly describe the process for resolving alleged violations of Title IX.

3. Notification of institution Title IX policy and resources
   Notification of institution Title IX policy and resources shall be readily accessible. Institutions shall ensure that the notices of nondiscrimination on the basis of sex required by Title IX are placed prominently on their website home pages, in addition to the placement of notices in offices where students receive services, and included in printed publications for general distribution. Webpage notices shall include easily accessible links to all applicable institution policies as well as a clear and succinct direction regarding:

- reporting Title IX violations
- accommodations and services available for complainants
- the investigation
- and hearing process, including appeal rights, and all applicable time frames
- the institution's Title IX coordinator, including the Title IX coordinator's name and contact information

4. Title IX Coordinators
   Each institution shall designate a Title IX Coordinator who shall be an integral part of an institution's systematic approach to ensuring Title IX compliance. Title IX coordinators shall have the institutional authority and resources necessary to promote an educational environment that is free of discrimination, which includes stopping any harassment and preventing any reoccurring harassment, as well as the authority to implement accommodations during an investigation so that the complainant does not suffer additional effects of the sexual discrimination or violence.

   Institutions are encouraged to facilitate regular communication between Title IX coordinators in order for them to share best practices and training resources.

5. Education of Students and Training to Prevent Sexual Violence
   Institutions shall implement evidence informed strategies that seek to prevent sexual harassment, sexual assault, gender based violence and high-risk activities, including alcohol education programming and other student outreach efforts (e.g. bystander education programming). Data shall be collected from an institution's constituency on a regular basis to evaluate and improve on the institution's efforts to prevent sexual discrimination.

6. Education of parties receiving or adjudicating Title IX complaints
   All employees shall receive training pertaining to Title IX and the institution's Title IX policy. Employees likely to witness or receive reports of sexual harassment and sexual violence shall receive enhanced training which, at a minimum, includes the requirements of Title IX, the proper method for reporting sexual harassment and sexual violence, and the institution's responsibilities for responding to reports of sexual harassment and sexual violence. Institution employees who will likely require enhanced training include: Title IX coordinators, campus law enforcement personnel, student conduct board members, student affairs personnel, academic advisors, residential housing advisors, and coaches. All employees who learn of an allegation of sexual harassment, including sexual violence and gender-based harassment, (and are not required by law to maintain the confidentiality of the disclosure, such as licensed medical professionals or counselors) are required to report it to the Title IX coordinator within 24 hours.

   Fact finders and decision makers involving resolution of Title IX violations shall also have adequate training or knowledge regarding sexual assault, including the interpretation of relevant medical and forensic evidence.

7. Investigation and resolution of Title IX violations
   An institution shall take immediate steps to protect a complainant in the educational setting. Individuals reporting being subjected to sexual violence shall be notified of counseling and medical resources, and provided with necessary accommodations such as academic adjustments and support services, and changes to housing arrangements. In some come cases, a complainant may need extra time to complete or re-take a class or withdraw from a class without academic or financial penalty. Institutions shall not wait for the conclusion of a criminal investigation or proceeding before commencing a Title IX investigation.

   Institution Title IX policies shall include a prompt and equitable process for resolution of complaints as early as possible in order to effectively correct individual or systemic problems. Both the complainant and the respondent shall be provided an opportunity to explain the event giving rise to the complaint. All timeframes shall be clearly communicated with the parties and regular status updates shall be provided. Both parties to a complaint shall be notified in writing of the outcome of the complaint, including whether sexual harassment or violence was found based upon a preponderance of the evidence to have occurred and, in accordance with federal and state privacy laws, the sanction imposed. Both the complainant and respondent shall have the same rights of appeal.

   In cases involving a student-respondent, withdrawal from the institution shall not be used as a method to avoid completion of the investigation. An institution may place a hold on a student-respondent's student account or otherwise temporarily restrict his or her ability to request an official transcript until completion of the investigation.

8. Disciplinary Actions
   If a student is found to have violated an institution's Title IX policy, disciplinary action shall be imposed in accordance with the institution's student code of conduct. If the student is suspended or expelled, that action shall be noted in the student's education records and communicated to a subsequent institution at which the student seeks to enroll, provided that the subsequent institution or student has requested the student's education record from the prior institution. If an institution employee is found to have violated an institution's Title IX policy, disciplinary action will be imposed in accordance with the applicable institution's human resources policies and procedures.

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UNITED STATES DEPARTMENT OF EDUCATION

OFFICE FOR CIVIL RIGHTS

THE ASSISTANT SECRETARY

Questions and Answers on Title IX and Sexual Violence[1]

Title IX of the Education Amendments of 1972 ("Title IX")[2] is a federal civil rights law that prohibits discrimination on the basis of sex in federally funded education programs and activities. All public and private elementary and secondary schools, school districts, colleges, and universities receiving any federal financial assistance (hereinafter "schools", "recipients", or "recipient institutions") must comply with Title IX.[3]

On April 4, 2011, the Office for Civil Rights (OCR) in the U.S. Department of Education issued a Dear Colleague Letter on student-on-student sexual harassment and sexual violence ("DCL").[4] The DCL explains a school's responsibility to respond promptly and effectively to sexual violence against students in accordance with the requirements of Title IX.[5] Specifically, the DCL:

- Provides guidance on the unique concerns that arise in sexual violence cases, such as a school's independent responsibility under Title IX to investigate (apart from any separate criminal investigation by local police) and address sexual violence.

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[1] The Department has determined that this document is a "significant guidance document" under the Office of Management and Budget's Final Bulletin for Agency Good Guidance Practices, 72 Fed. Reg. 3432 (Jan. 25, 2007), *available at* www.whitehouse.gov/sites/default/files/omb/fedreg/2007/012507_good_guidance.pdf. The Office for Civil Rights (OCR) issues this and other policy guidance to provide recipients with information to assist them in meeting their obligations, and to provide members of the public with information about their rights, under the civil rights laws and implementing regulations that we enforce. OCR's legal authority is based on those laws and regulations. This guidance does not add requirements to applicable law, but provides information and examples to inform recipients about how OCR evaluates whether covered entities are complying with their legal obligations. If you are interested in commenting on this guidance, please send an e-mail with your comments to OCR@ed.gov, or write to the following address: Office for Civil Rights, U.S. Department of Education, 400 Maryland Avenue, SW, Washington, D.C. 20202.

[2] 20 U.S.C. § 1681 *et seq*.

[3] Throughout this document the term "schools" refers to recipients of federal financial assistance that operate educational programs or activities. For Title IX purposes, at the elementary and secondary school level, the recipient generally is the school district; and at the postsecondary level, the recipient is the individual institution of higher education. An educational institution that is controlled by a religious organization is exempt from Title IX to the extent that the law's requirements conflict with the organization's religious tenets. 20 U.S.C. § 1681(a)(3); 34 C.F.R. § 106.12(a). For application of this provision to a specific institution, please contact the appropriate OCR regional office.

[4] Available at http://www.ed.gov/ocr/letters/colleague-201104.html.

[5] Although this document and the DCL focus on sexual violence, the legal principles generally also apply to other forms of sexual harassment.

- Provides guidance and examples about key Title IX requirements and how they relate to sexual violence, such as the requirements to publish a policy against sex discrimination, designate a Title IX coordinator, and adopt and publish grievance procedures.

- Discusses proactive efforts schools can take to prevent sexual violence.

- Discusses the interplay between Title IX, the Family Educational Rights and Privacy Act ("FERPA"),[6] and the Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act ("Clery Act")[7] as it relates to a complainant's right to know the outcome of his or her complaint, including relevant sanctions imposed on the perpetrator.

- Provides examples of remedies and enforcement strategies that schools and OCR may use to respond to sexual violence.

The DCL supplements OCR's *Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties*, issued in 2001 (*2001 Guidance*).[8] The *2001 Guidance* discusses in detail the Title IX requirements related to sexual harassment of students by school employees, other students, or third parties. The DCL and the *2001 Guidance* remain in full force and we recommend reading these Questions and Answers in conjunction with these documents.

In responding to requests for technical assistance, OCR has determined that elementary and secondary schools and postsecondary institutions would benefit from additional guidance concerning their obligations under Title IX to address sexual violence as a form of sexual harassment. The following questions and answers further clarify the legal requirements and guidance articulated in the DCL and the *2001 Guidance* and include examples of proactive efforts schools can take to prevent sexual violence and remedies schools may use to end such conduct, prevent its recurrence, and address its effects. In order to gain a complete understanding of these legal requirements and recommendations, this document should be read in full.

Authorized by

/s/

Catherine E. Lhamon
Assistant Secretary for Civil Rights

April 29, 2014

[6] 20 U.S.C. §1232g; 34 C.F.R. Part 99.
[7] 20 U.S.C. §1092(f).
[8] Available at http://www.ed.gov/ocr/docs/shguide.html.

Notice of Language Assistance
Questions and Answers on Title IX and Sexual Violence

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A. A School's Obligation to Respond to Sexual Violence

A-1. What is sexual violence?

Answer: Sexual violence, as that term is used in this document and prior OCR guidance, refers to physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent (*e.g.*, due to the student's age or use of drugs or alcohol, or because an intellectual or other disability prevents the student from having the capacity to give consent). A number of different acts fall into the category of sexual violence, including rape, sexual assault, sexual battery, sexual abuse, and sexual coercion. Sexual violence can be carried out by school employees, other students, or third parties. All such acts of sexual violence are forms of sex discrimination prohibited by Title IX.

A-2. How does Title IX apply to student-on-student sexual violence?

Answer: Under Title IX, federally funded schools must ensure that students of all ages are not denied or limited in their ability to participate in or benefit from the school's educational programs or activities on the basis of sex. A school violates a student's rights under Title IX regarding student-on-student sexual violence when the following conditions are met: (1) the alleged conduct is sufficiently serious to limit or deny a student's ability to participate in or benefit from the school's educational program, *i.e.* creates a hostile environment; and (2) the school, upon notice, fails to take prompt and effective steps reasonably calculated to end the sexual violence, eliminate the hostile environment, prevent its recurrence, and, as appropriate, remedy its effects.[9]

A-3. How does OCR determine if a hostile environment has been created?

Answer: As discussed more fully in OCR's *2001 Guidance*, OCR considers a variety of related factors to determine if a hostile environment has been created; and also considers the conduct in question from both a subjective and an objective perspective. Specifically, OCR's standards require that the conduct be evaluated from the perspective of a reasonable person in the alleged victim's position, considering all the circumstances. The more severe the conduct, the less need there is to show a repetitive series of incidents to prove a hostile environment, particularly if the conduct is physical. Indeed, a single or isolated incident of sexual violence may create a hostile environment.

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[9] This is the standard for administrative enforcement of Title IX and in court cases where plaintiffs are seeking injunctive relief. *See 2001 Guidance* at ii-v, 12-13. The standard in private lawsuits for monetary damages is actual knowledge and deliberate indifference. *See Davis v. Monroe Cnty Bd. of Educ.*, 526 U.S. 629, 643 (1999).

A-4. When does OCR consider a school to have notice of student-on-student sexual violence?

Answer: OCR deems a school to have notice of student-on-student sexual violence if a responsible employee knew, or in the exercise of reasonable care should have known, about the sexual violence. See question D-2 regarding who is a responsible employee.

A school can receive notice of sexual violence in many different ways. Some examples of notice include: a student may have filed a grievance with or otherwise informed the school's Title IX coordinator; a student, parent, friend, or other individual may have reported an incident to a teacher, principal, campus law enforcement, staff in the office of student affairs, or other responsible employee; or a teacher or dean may have witnessed the sexual violence.

The school may also receive notice about sexual violence in an indirect manner, from sources such as a member of the local community, social networking sites, or the media. In some situations, if the school knows of incidents of sexual violence, the exercise of reasonable care should trigger an investigation that would lead to the discovery of additional incidents. For example, if school officials receive a credible report that a student has perpetrated several acts of sexual violence against different students, that pattern of conduct should trigger an inquiry as to whether other students have been subjected to sexual violence by that student. In other cases, the pervasiveness of the sexual violence may be widespread, openly practiced, or well-known among students or employees. In those cases, OCR may conclude that the school should have known of the hostile environment. In other words, if the school would have found out about the sexual violence had it made a proper inquiry, knowledge of the sexual violence will be imputed to the school even if the school failed to make an inquiry. A school's failure to take prompt and effective corrective action in such cases (as described in questions G-1 to G-3 and H-1 to H-3) would violate Title IX even if the student did not use the school's grievance procedures or otherwise inform the school of the sexual violence.

A-5. What are a school's basic responsibilities to address student-on-student sexual violence?

Answer: When a school knows or reasonably should know of possible sexual violence, it must take immediate and appropriate steps to investigate or otherwise determine what occurred (subject to the confidentiality provisions discussed in Section E). If an investigation reveals that sexual violence created a hostile environment, the school must then take prompt and effective steps reasonably calculated to end the sexual violence, eliminate the hostile environment, prevent its recurrence, and, as appropriate, remedy its

effects. But a school should not wait to take steps to protect its students until students have already been deprived of educational opportunities.

Title IX requires a school to protect the complainant and ensure his or her safety as necessary, including taking interim steps before the final outcome of any investigation.[10] The school should take these steps promptly once it has notice of a sexual violence allegation and should provide the complainant with periodic updates on the status of the investigation. If the school determines that the sexual violence occurred, the school must continue to take these steps to protect the complainant and ensure his or her safety, as necessary. The school should also ensure that the complainant is aware of any available resources, such as victim advocacy, housing assistance, academic support, counseling, disability services, health and mental health services, and legal assistance, and the right to report a crime to campus or local law enforcement. For additional information on interim measures, see questions G-1 to G-3.

If a school delays responding to allegations of sexual violence or responds inappropriately, the school's own inaction may subject the student to a hostile environment. If it does, the school will also be required to remedy the effects of the sexual violence that could reasonably have been prevented had the school responded promptly and appropriately. For example, if a school's ignoring of a student's complaints of sexual assault by a fellow student results in the complaining student having to remain in classes with the other student for several weeks and the complaining student's grades suffer because he or she was unable to concentrate in these classes, the school may need to permit the complaining student to retake the classes without an academic or financial penalty (in addition to any other remedies) in order to address the effects of the sexual violence.

A-6. Does Title IX cover employee-on-student sexual violence, such as sexual abuse of children?

Answer: Yes. Although this document and the DCL focus on student-on-student sexual violence, Title IX also protects students from other forms of sexual harassment (including sexual violence and sexual abuse), such as sexual harassment carried out by school employees. Sexual harassment by school employees can include unwelcome sexual advances; requests for sexual favors; and other verbal, nonverbal, or physical conduct of a sexual nature, including but not limited to sexual activity. Title IX's prohibition against

[10] Throughout this document, unless otherwise noted, the term "complainant" refers to the student who allegedly experienced the sexual violence.

sexual harassment generally does not extend to legitimate nonsexual touching or other nonsexual conduct. But in some circumstances, nonsexual conduct may take on sexual connotations and rise to the level of sexual harassment. For example, a teacher repeatedly hugging and putting his or her arms around students under inappropriate circumstances could create a hostile environment. Early signs of inappropriate behavior with a child can be the key to identifying and preventing sexual abuse by school personnel.

A school's Title IX obligations regarding sexual harassment by employees can, in some instances, be greater than those described in this document and the DCL. Recipients should refer to OCR's *2001 Guidance* for further information about Title IX obligations regarding harassment of students by school employees. In addition, many state and local laws have mandatory reporting requirements for schools working with minors. Recipients should be careful to satisfy their state and local legal obligations in addition to their Title IX obligations, including training to ensure that school employees are aware of their obligations under such state and local laws and the consequences for failing to satisfy those obligations.

With respect to sexual activity in particular, OCR will always view as unwelcome and nonconsensual sexual activity between an adult school employee and an elementary school student or any student below the legal age of consent in his or her state. In cases involving a student who meets the legal age of consent in his or her state, there will still be a strong presumption that sexual activity between an adult school employee and a student is unwelcome and nonconsensual. When a school is on notice that a school employee has sexually harassed a student, it is responsible for taking prompt and effective steps reasonably calculated to end the sexual harassment, eliminate the hostile environment, prevent its recurrence, and remedy its effects. Indeed, even if a school was not on notice, the school is nonetheless responsible for remedying any effects of the sexual harassment on the student, as well as for ending the sexual harassment and preventing its recurrence, when the employee engaged in the sexual activity in the context of the employee's provision of aid, benefits, or services to students (*e.g.*, teaching, counseling, supervising, advising, or transporting students).

A school should take steps to protect its students from sexual abuse by its employees. It is therefore imperative for a school to develop policies prohibiting inappropriate conduct by school personnel and procedures for identifying and responding to such conduct. For example, this could include implementing codes of conduct, which might address what is commonly known as grooming – a desensitization strategy common in adult educator sexual misconduct. Such policies and procedures can ensure that students, parents, and

school personnel have clear guidelines on what are appropriate and inappropriate interactions between adults and students in a school setting or in school-sponsored activities. Additionally, a school should provide training for administrators, teachers, staff, parents, and age-appropriate classroom information for students to ensure that everyone understands what types of conduct are prohibited and knows how to respond when problems arise.[11]

B. Students Protected by Title IX

B-1. Does Title IX protect all students from sexual violence?

Answer: Yes. Title IX protects all students at recipient institutions from sex discrimination, including sexual violence. Any student can experience sexual violence: from elementary to professional school students; male and female students; straight, gay, lesbian, bisexual and transgender students; part-time and full-time students; students with and without disabilities; and students of different races and national origins.

B-2. How should a school handle sexual violence complaints in which the complainant and the alleged perpetrator are members of the same sex?

Answer: A school's obligation to respond appropriately to sexual violence complaints is the same irrespective of the sex or sexes of the parties involved. Title IX protects all students from sexual violence, regardless of the sex of the alleged perpetrator or complainant, including when they are members of the same sex. A school must investigate and resolve allegations of sexual violence involving parties of the same sex using the same procedures and standards that it uses in all complaints involving sexual violence.

Title IX's sex discrimination prohibition extends to claims of discrimination based on gender identity or failure to conform to stereotypical notions of masculinity or femininity and OCR accepts such complaints for investigation. Similarly, the actual or perceived sexual orientation or gender identity of the parties does not change a school's obligations. Indeed, lesbian, gay, bisexual, and transgender (LGBT) youth report high rates of sexual harassment and sexual violence. A school should investigate and resolve allegations of sexual violence regarding LGBT students using the same procedures and standards that it

[11] For additional informational on training please see the Department of Education's Resource and Emergency Management for Schools Technical Assistance Center – Adult Sexual Misconduct in Schools: Prevention and Management Training, available at http://rems.ed.gov/Docs/ASM_Marketing_Flyer.pdf.

uses in all complaints involving sexual violence. The fact that incidents of sexual violence may be accompanied by anti-gay comments or be partly based on a student's actual or perceived sexual orientation does not relieve a school of its obligation under Title IX to investigate and remedy those instances of sexual violence.

If a school's policies related to sexual violence include examples of particular types of conduct that violate the school's prohibition on sexual violence, the school should consider including examples of same-sex conduct. In addition, a school should ensure that staff are capable of providing culturally competent counseling to all complainants. Thus, a school should ensure that its counselors and other staff who are responsible for receiving and responding to complaints of sexual violence, including investigators and hearing board members, receive appropriate training about working with LGBT and gender-nonconforming students and same-sex sexual violence. See questions J-1 to J-4 for additional information regarding training.

Gay-straight alliances and similar student-initiated groups can also play an important role in creating safer school environments for LGBT students. On June 14, 2011, the Department issued guidance about the rights of student-initiated groups in public secondary schools under the Equal Access Act. That guidance is available at http://www2.ed.gov/policy/elsec/guid/secletter/110607.html.

B-3. What issues may arise with respect to students with disabilities who experience sexual violence?

Answer: When students with disabilities experience sexual violence, federal civil rights laws other than Title IX may also be relevant to a school's responsibility to investigate and address such incidents.[12] Certain students require additional assistance and support. For example, students with intellectual disabilities may need additional help in learning about sexual violence, including a school's sexual violence education and prevention programs, what constitutes sexual violence and how students can report incidents of sexual

[12] OCR enforces two civil rights laws that prohibit disability discrimination. Section 504 of the Rehabilitation Act of 1973 (Section 504) prohibits disability discrimination by public or private entities that receive federal financial assistance, and Title II of the American with Disabilities Act of 1990 (Title II) prohibits disability discrimination by all state and local public entities, regardless of whether they receive federal funding. *See* 29 U.S.C. § 794 and 34 C.F.R. part 104; 42 U.S.C. § 12131 *et seq.* and 28 C.F.R. part 35. OCR and the U.S. Department of Justice (DOJ) share the responsibility of enforcing Title II in the educational context. The Department of Education's Office of Special Education Programs in the Office of Special Education and Rehabilitative Services administers Part B of the Individuals with Disabilities Education Act (IDEA). 20 U.S.C. 1400 *et seq*. and 34 C.F.R. part 300. IDEA provides financial assistance to states, and through them to local educational agencies, to assist in providing special education and related services to eligible children with disabilities ages three through twenty-one, inclusive.

violence. In addition, students with disabilities who experience sexual violence may require additional services and supports, including psychological services and counseling services. Postsecondary students who need these additional services and supports can seek assistance from the institution's disability resource office.

A student who has not been previously determined to have a disability may, as a result of experiencing sexual violence, develop a mental health-related disability that could cause the student to need special education and related services. At the elementary and secondary education level, this may trigger a school's child find obligations under IDEA and the evaluation and placement requirements under Section 504, which together require a school to evaluate a student suspected of having a disability to determine if he or she has a disability that requires special education or related aids and services.[13]

A school must also ensure that any school reporting forms, information, or training about sexual violence be provided in a manner that is accessible to students and employees with disabilities, for example, by providing electronically-accessible versions of paper forms to individuals with print disabilities, or by providing a sign language interpreter to a deaf individual attending a training. See question J-4 for more detailed information on student training.

B-4. What issues arise with respect to international students and undocumented students who experience sexual violence?

Answer: Title IX protects all students at recipient institutions in the United States regardless of national origin, immigration status, or citizenship status.[14] A school should ensure that all students regardless of their immigration status, including undocumented students and international students, are aware of their rights under Title IX. A school must also ensure that any school reporting forms, information, or training about sexual violence be provided in a manner accessible to students who are English language learners. OCR recommends that a school coordinate with its international office and its undocumented student program coordinator, if applicable, to help communicate information about Title IX in languages that are accessible to these groups of students. OCR also encourages schools to provide foreign national complainants with information about the U nonimmigrant status and the T nonimmigrant status. The U nonimmigrant status is set

[13] *See* 34 C.F.R. §§ 300.8; 300.111; 300.201; 300.300-300.311 (IDEA); 34 C.F.R. §§ 104.3(j) and 104.35 (Section 504). Schools must comply with applicable consent requirements with respect to evaluations. *See* 34 C.F.R. § 300.300.
[14] OCR enforces Title VI of the Civil Rights Act of 1964, which prohibits discrimination by recipients of federal financial assistance on the basis of race, color, or national origin. 42 U.S.C. § 2000d.

aside for victims of certain crimes who have suffered substantial mental or physical abuse as a result of the crime and are helpful to law enforcement agency in the investigation or prosecution of the qualifying criminal activity.[15] The T nonimmigrant status is available for victims of severe forms of human trafficking who generally comply with a law enforcement agency in the investigation or prosecution of the human trafficking and who would suffer extreme hardship involving unusual and severe harm if they were removed from the United States.[16]

A school should be mindful that unique issues may arise when a foreign student on a student visa experiences sexual violence. For example, certain student visas require the student to maintain a full-time course load (generally at least 12 academic credit hours per term), but a student may need to take a reduced course load while recovering from the immediate effects of the sexual violence. OCR recommends that a school take steps to ensure that international students on student visas understand that they must typically seek prior approval of the designated school official (DSO) for student visas to drop below a full-time course load. A school may also want to encourage its employees involved in handling sexual violence complaints and counseling students who have experienced sexual violence to approach the DSO on the student's behalf if the student wishes to drop below a full-time course load. OCR recommends that a school take steps to ensure that its employees who work with international students, including the school's DSO, are trained on the school's sexual violence policies and that employees involved in handling sexual violence complaints and counseling students who have experienced sexual violence are aware of the special issues that international students may encounter. See questions J-1 to J-4 for additional information regarding training.

A school should also be aware that threatening students with deportation or invoking a student's immigration status in an attempt to intimidate or deter a student from filing a Title IX complaint would violate Title IX's protections against retaliation. For more information on retaliation see question K-1.

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[15] For more information on the U nonimmigrant status, see http://www.uscis.gov/humanitarian/victims-human-trafficking-other-crimes/victims-criminal-activity-u-nonimmigrant-status/questions-answers-victims-criminal-activity-u-nonimmigrant-status.

[16] For more information on the T nonimmigrant status, see http://www.uscis.gov/humanitarian/victims-human-trafficking-other-crimes/victims-human-trafficking-t-nonimmigrant-status.

B-5. How should a school respond to sexual violence when the alleged perpetrator is not affiliated with the school?

Answer: The appropriate response will differ depending on the level of control the school has over the alleged perpetrator. For example, if an athlete or band member from a visiting school sexually assaults a student at the home school, the home school may not be able to discipline or take other direct action against the visiting athlete or band member. However (and subject to the confidentiality provisions discussed in Section E), it should conduct an inquiry into what occurred and should report the incident to the visiting school and encourage the visiting school to take appropriate action to prevent further sexual violence. The home school should also notify the student of any right to file a complaint with the alleged perpetrator's school or local law enforcement. The home school may also decide not to invite the visiting school back to its campus.

Even though a school's ability to take direct action against a particular perpetrator may be limited, the school must still take steps to provide appropriate remedies for the complainant and, where appropriate, the broader school population. This may include providing support services for the complainant, and issuing new policy statements making it clear that the school does not tolerate sexual violence and will respond to any reports about such incidents. For additional information on interim measures see questions G-1 to G-3.

C. Title IX Procedural Requirements

Overview

C-1. What procedures must a school have in place to prevent sexual violence and resolve complaints?

Answer: The Title IX regulations outline three key procedural requirements. Each school must:

(1) disseminate a notice of nondiscrimination (see question C-2);[17]

(2) designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX (see questions C-3 to C-4);[18] and

[17] 34 C.F.R. § 106.9.
[18] *Id.* § 106.8(a).

(3) adopt and publish grievance procedures providing for the prompt and equitable resolution of student and employee sex discrimination complaints (see questions C-5 to C-6).[19]

These requirements apply to all forms of sex discrimination and are particularly important for preventing and effectively responding to sexual violence.

Procedural requirements under other federal laws may also apply to complaints of sexual violence, including the requirements of the Clery Act.[20] For additional information about the procedural requirements in the Clery Act, please see http://www2.ed.gov/admins/lead/safety/campus.html.

Notice of Nondiscrimination

C-2. What information must be included in a school's notice of nondiscrimination?

Answer: The notice of nondiscrimination must state that the school does not discriminate on the basis of sex in its education programs and activities, and that it is required by Title IX not to discriminate in such a manner. The notice must state that questions regarding Title IX may be referred to the school's Title IX coordinator or to OCR. The school must notify all of its students and employees of the name or title, office address, telephone number, and email address of the school's designated Title IX coordinator.[21]

Title IX Coordinator

C-3. What are a Title IX coordinator's responsibilities?

Answer: A Title IX coordinator's core responsibilities include overseeing the school's response to Title IX reports and complaints and identifying and addressing any patterns or systemic problems revealed by such reports and complaints. This means that the Title IX coordinator must have knowledge of the requirements of Title IX, of the school's own policies and procedures on sex discrimination, and of all complaints raising Title IX issues throughout the school. To accomplish this, subject to the exemption for school counseling employees discussed in question E-3, the Title IX coordinator must be informed of all

[19] *Id.* § 106.8(b).
[20] All postsecondary institutions participating in the Higher Education Act's Title IV student financial assistance programs must comply with the Clery Act.
[21] For more information on notices of nondiscrimination, please see OCR's Notice of Nondiscrimination (August 2010), available at http://www.ed.gov/ocr/docs/nondisc.pdf.

reports and complaints raising Title IX issues, even if the report or complaint was initially filed with another individual or office or if the investigation will be conducted by another individual or office. The school should ensure that the Title IX coordinator is given the training, authority, and visibility necessary to fulfill these responsibilities.

Because the Title IX coordinator must have knowledge of all Title IX reports and complaints at the school, this individual (when properly trained) is generally in the best position to evaluate a student's request for confidentiality in the context of the school's responsibility to provide a safe and nondiscriminatory environment for all students. A school may determine, however, that another individual should perform this role. For additional information on confidentiality requests, see questions E-1 to E-4. If a school relies in part on its disciplinary procedures to meet its Title IX obligations, the Title IX coordinator should review the disciplinary procedures to ensure that the procedures comply with the prompt and equitable requirements of Title IX as discussed in question C-5.

In addition to these core responsibilities, a school may decide to give its Title IX coordinator additional responsibilities, such as: providing training to students, faculty, and staff on Title IX issues; conducting Title IX investigations, including investigating facts relevant to a complaint, and determining appropriate sanctions against the perpetrator and remedies for the complainant; determining appropriate interim measures for a complainant upon learning of a report or complaint of sexual violence; and ensuring that appropriate policies and procedures are in place for working with local law enforcement and coordinating services with local victim advocacy organizations and service providers, including rape crisis centers. A school must ensure that its Title IX coordinator is appropriately trained in all areas over which he or she has responsibility. The Title IX coordinator or designee should also be available to meet with students as needed.

If a school designates more than one Title IX coordinator, the school's notice of nondiscrimination and Title IX grievance procedures should describe each coordinator's responsibilities, and one coordinator should be designated as having ultimate oversight responsibility.

C-4. Are there any employees who should not serve as the Title IX coordinator?

Answer: Title IX does not categorically preclude particular employees from serving as Title IX coordinators. However, Title IX coordinators should not have other job responsibilities that may create a conflict of interest. Because some complaints may raise issues as to whether or how well the school has met its Title IX obligations, designating

the same employee to serve both as the Title IX coordinator and the general counsel (which could include representing the school in legal claims alleging Title IX violations) poses a serious risk of a conflict of interest. Other employees whose job responsibilities may conflict with a Title IX coordinator's responsibilities include Directors of Athletics, Deans of Students, and any employee who serves on the judicial/hearing board or to whom an appeal might be made. Designating a full-time Title IX coordinator will minimize the risk of a conflict of interest.

Grievance Procedures

C-5. Under Title IX, what elements should be included in a school's procedures for responding to complaints of sexual violence?

Answer: Title IX requires that a school adopt and publish grievance procedures providing for prompt and equitable resolution of student and employee complaints of sex discrimination, including sexual violence. In evaluating whether a school's grievance procedures satisfy this requirement, OCR will review all aspects of a school's policies and practices, including the following elements that are critical to achieve compliance with Title IX:

(1) notice to students, parents of elementary and secondary students, and employees of the grievance procedures, including where complaints may be filed;

(2) application of the grievance procedures to complaints filed by students or on their behalf alleging sexual violence carried out by employees, other students, or third parties;

(3) provisions for adequate, reliable, and impartial investigation of complaints, including the opportunity for both the complainant and alleged perpetrator to present witnesses and evidence;

(4) designated and reasonably prompt time frames for the major stages of the complaint process (see question F-8);

(5) written notice to the complainant and alleged perpetrator of the outcome of the complaint (see question H-3); and

(6) assurance that the school will take steps to prevent recurrence of any sexual violence and remedy discriminatory effects on the complainant and others, if appropriate.

To ensure that students and employees have a clear understanding of what constitutes sexual violence, the potential consequences for such conduct, and how the school processes complaints, a school's Title IX grievance procedures should also explicitly include the following in writing, some of which themselves are mandatory obligations under Title IX:

(1) a statement of the school's jurisdiction over Title IX complaints;

(2) adequate definitions of sexual harassment (which includes sexual violence) and an explanation as to when such conduct creates a hostile environment;

(3) reporting policies and protocols, including provisions for confidential reporting;

(4) identification of the employee or employees responsible for evaluating requests for confidentiality;

(5) notice that Title IX prohibits retaliation;

(6) notice of a student's right to file a criminal complaint and a Title IX complaint simultaneously;

(7) notice of available interim measures that may be taken to protect the student in the educational setting;

(8) the evidentiary standard that must be used (preponderance of the evidence) (*i.e.*, more likely than not that sexual violence occurred) in resolving a complaint;

(9) notice of potential remedies for students;

(10) notice of potential sanctions against perpetrators; and

(11) sources of counseling, advocacy, and support.

For more information on interim measures, see questions G-1 to G-3.

The rights established under Title IX must be interpreted consistently with any federally guaranteed due process rights. Procedures that ensure the Title IX rights of the complainant, while at the same time according any federally guaranteed due process to both parties involved, will lead to sound and supportable decisions. Of course, a school should ensure that steps to accord any due process rights do not restrict or unnecessarily delay the protections provided by Title IX to the complainant.

A school's procedures and practices will vary in detail, specificity, and components, reflecting differences in the age of its students, school size and administrative structure, state or local legal requirements (*e.g.*, mandatory reporting requirements for schools working with minors), and what it has learned from past experiences.

C-6. Is a school required to use separate grievance procedures for sexual violence complaints?

Answer: No. Under Title IX, a school may use student disciplinary procedures, general Title IX grievance procedures, sexual harassment procedures, or separate procedures to resolve sexual violence complaints. However, any procedures used for sexual violence complaints, including disciplinary procedures, must meet the Title IX requirement of affording a complainant a prompt and equitable resolution (as discussed in question C-5), including applying the preponderance of the evidence standard of review. As discussed in question C-3, the Title IX coordinator should review any process used to resolve complaints of sexual violence to ensure it complies with requirements for prompt and equitable resolution of these complaints. When using disciplinary procedures, which are often focused on the alleged perpetrator and can take considerable time, a school should be mindful of its obligation to provide interim measures to protect the complainant in the educational setting. For more information on timeframes and interim measures, see questions F-8 and G-1 to G-3.

D. Responsible Employees and Reporting[22]

D-1. Which school employees are obligated to report incidents of possible sexual violence to school officials?

Answer: Under Title IX, whether an individual is obligated to report incidents of alleged sexual violence generally depends on whether the individual is a responsible employee of the school. A responsible employee must report incidents of sexual violence to the Title IX coordinator or other appropriate school designee, subject to the exemption for school counseling employees discussed in question E-3. This is because, as discussed in question A-4, a school is obligated to address sexual violence about which a responsible employee knew or should have known. As explained in question C-3, the Title IX coordinator must be informed of all reports and complaints raising Title IX issues, even if the report or

[22] This document addresses only Title IX's reporting requirements. It does not address requirements under the Clery Act or other federal, state, or local laws, or an individual school's code of conduct.

complaint was initially filed with another individual or office, subject to the exemption for school counseling employees discussed in question E-3.

D-2. Who is a "responsible employee"?

Answer: According to OCR's *2001 Guidance*, a responsible employee includes any employee: who has the authority to take action to redress sexual violence; who has been given the duty of reporting incidents of sexual violence or any other misconduct by students to the Title IX coordinator or other appropriate school designee; or whom a student could reasonably believe has this authority or duty.[23]

A school must make clear to all of its employees and students which staff members are responsible employees so that students can make informed decisions about whether to disclose information to those employees. A school must also inform all employees of their own reporting responsibilities and the importance of informing complainants of: the reporting obligations of responsible employees; complainants' option to request confidentiality and available confidential advocacy, counseling, or other support services; and complainants' right to file a Title IX complaint with the school and to report a crime to campus or local law enforcement.

Whether an employee is a responsible employee will vary depending on factors such as the age and education level of the student, the type of position held by the employee, and consideration of both formal and informal school practices and procedures. For example, while it may be reasonable for an elementary school student to believe that a custodial staff member or cafeteria worker has the authority or responsibility to address student misconduct, it is less reasonable for a college student to believe that a custodial staff member or dining hall employee has this same authority.

As noted in response to question A-4, when a responsible employee knows or reasonably should know of possible sexual violence, OCR deems a school to have notice of the sexual violence. The school must take immediate and appropriate steps to investigate or otherwise determine what occurred (subject to the confidentiality provisions discussed in Section E), and, if the school determines that sexual violence created a hostile environment, the school must then take appropriate steps to address the situation. The

[23] The Supreme Court held that a school will only be liable for money damages in a private lawsuit where there is actual notice to a school official with the authority to address the alleged discrimination and take corrective action. *Gebser v. Lago Vista Ind. Sch. Dist*., 524 U.S. 274, 290 (1998), and *Davis*, 524 U.S. at 642. The concept of a "responsible employee" under OCR's guidance for administrative enforcement of Title IX is broader.

school has this obligation regardless of whether the student, student's parent, or a third party files a formal complaint. For additional information on a school's responsibilities to address student-on-student sexual violence, see question A-5. For additional information on training for school employees, see questions J-1 to J-3.

D-3. What information is a responsible employee obligated to report about an incident of possible student-on-student sexual violence?

Answer: Subject to the exemption for school counseling employees discussed in question E-3, a responsible employee must report to the school's Title IX coordinator, or other appropriate school designee, all relevant details about the alleged sexual violence that the student or another person has shared and that the school will need to determine what occurred and to resolve the situation. This includes the names of the alleged perpetrator (if known), the student who experienced the alleged sexual violence, other students involved in the alleged sexual violence, as well as relevant facts, including the date, time, and location. A school must make clear to its responsible employees to whom they should report an incident of alleged sexual violence.

To ensure compliance with these reporting obligations, it is important for a school to train its responsible employees on Title IX and the school's sexual violence policies and procedures. For more information on appropriate training for school employees, see question J-1 to J-3.

D-4. What should a responsible employee tell a student who discloses an incident of sexual violence?

Answer: Before a student reveals information that he or she may wish to keep confidential, a responsible employee should make every effort to ensure that the student understands: (i) the employee's obligation to report the names of the alleged perpetrator and student involved in the alleged sexual violence, as well as relevant facts regarding the alleged incident (including the date, time, and location), to the Title IX coordinator or other appropriate school officials, (ii) the student's option to request that the school maintain his or her confidentiality, which the school (*e.g.*, Title IX coordinator) will consider, and (iii) the student's ability to share the information confidentially with counseling, advocacy, health, mental health, or sexual-assault-related services (*e.g.*, sexual assault resource centers, campus health centers, pastoral counselors, and campus mental health centers). As discussed in questions E-1 and E-2, if the student requests confidentiality, the Title IX coordinator or other appropriate school designee responsible for evaluating requests for confidentiality should make every effort to respect this request

and should evaluate the request in the context of the school's responsibility to provide a safe and nondiscriminatory environment for all students.

D-5. If a student informs a resident assistant/advisor (RA) that he or she was subjected to sexual violence by a fellow student, is the RA obligated under Title IX to report the incident to school officials?

Answer: As discussed in questions D-1 and D-2, for Title IX purposes, whether an individual is obligated under Title IX to report alleged sexual violence to the school's Title IX coordinator or other appropriate school designee generally depends on whether the individual is a responsible employee.

The duties and responsibilities of RAs vary among schools, and, therefore, a school should consider its own policies and procedures to determine whether its RAs are responsible employees who must report incidents of sexual violence to the Title IX coordinator or other appropriate school designee.[24] When making this determination, a school should consider if its RAs have the general authority to take action to redress misconduct or the duty to report misconduct to appropriate school officials, as well as whether students could reasonably believe that RAs have this authority or duty. A school should also consider whether it has determined and clearly informed students that RAs are generally available for confidential discussions and do not have the authority or responsibility to take action to redress any misconduct or to report any misconduct to the Title IX coordinator or other appropriate school officials. A school should pay particular attention to its RAs' obligations to report other student violations of school policy (*e.g.*, drug and alcohol violations or physical assault). If an RA is required to report other misconduct that violates school policy, then the RA would be considered a responsible employee obligated to report incidents of sexual violence that violate school policy.

If an RA is a responsible employee, the RA should make every effort to ensure that *before* the student reveals information that he or she may wish to keep confidential, the student understands the RA's reporting obligation and the student's option to request that the school maintain confidentiality. It is therefore important that schools widely disseminate policies and provide regular training clearly identifying the places where students can seek confidential support services so that students are aware of this information. The RA

[24] Postsecondary institutions should be aware that, regardless of whether an RA is a responsible employee under Title IX, RAs are considered "campus security authorities" under the Clery Act. A school's responsibilities in regard to crimes reported to campus security authorities are discussed in the Department's regulations on the Clery Act at 34 C.F.R. § 668.46.

should also explain to the student (again, before the student reveals information that he or she may wish to keep confidential) that, although the RA must report the names of the alleged perpetrator (if known), the student who experienced the alleged sexual violence, other students involved in the alleged sexual violence, as well as relevant facts, including the date, time, and location to the Title IX coordinator or other appropriate school designee, the school will protect the student's confidentiality to the greatest extent possible. Prior to providing information about the incident to the Title IX coordinator or other appropriate school designee, the RA should consult with the student about how to protect his or her safety and the details of what will be shared with the Title IX coordinator. The RA should explain to the student that reporting this information to the Title IX coordinator or other appropriate school designee does not necessarily mean that a formal complaint or investigation under the school's Title IX grievance procedure must be initiated if the student requests confidentiality. As discussed in questions E-1 and E-2, if the student requests confidentiality, the Title IX coordinator or other appropriate school designee responsible for evaluating requests for confidentiality should make every effort to respect this request and should evaluate the request in the context of the school's responsibility to provide a safe and nondiscriminatory environment for all students.

Regardless of whether a reporting obligation exists, all RAs should inform students of their right to file a Title IX complaint with the school and report a crime to campus or local law enforcement. If a student discloses sexual violence to an RA who is a responsible employee, the school will be deemed to have notice of the sexual violence even if the student does not file a Title IX complaint. Additionally, all RAs should provide students with information regarding on-campus resources, including victim advocacy, housing assistance, academic support, counseling, disability services, health and mental health services, and legal assistance. RAs should also be familiar with local rape crisis centers or other off-campus resources and provide this information to students.

E. Confidentiality and a School's Obligation to Respond to Sexual Violence

E-1. How should a school respond to a student's request that his or her name not be disclosed to the alleged perpetrator or that no investigation or disciplinary action be pursued to address the alleged sexual violence?

Answer: Students, or parents of minor students, reporting incidents of sexual violence sometimes ask that the students' names not be disclosed to the alleged perpetrators or that no investigation or disciplinary action be pursued to address the alleged sexual violence. OCR strongly supports a student's interest in confidentiality in cases involving sexual violence. There are situations in which a school must override a student's request

for confidentiality in order to meet its Title IX obligations; however, these instances will be limited and the information should only be shared with individuals who are responsible for handling the school's response to incidents of sexual violence. Given the sensitive nature of reports of sexual violence, a school should ensure that the information is maintained in a secure manner. A school should be aware that disregarding requests for confidentiality can have a chilling effect and discourage other students from reporting sexual violence. In the case of minors, state mandatory reporting laws may require disclosure, but can generally be followed without disclosing information to school personnel who are not responsible for handling the school's response to incidents of sexual violence.[25]

Even if a student does not specifically ask for confidentiality, to the extent possible, a school should only disclose information regarding alleged incidents of sexual violence to individuals who are responsible for handling the school's response. To improve trust in the process for investigating sexual violence complaints, a school should notify students of the information that will be disclosed, to whom it will be disclosed, and why. Regardless of whether a student complainant requests confidentiality, a school must take steps to protect the complainant as necessary, including taking interim measures before the final outcome of an investigation. For additional information on interim measures see questions G-1 to G-3.

For Title IX purposes, if a student requests that his or her name not be revealed to the alleged perpetrator or asks that the school not investigate or seek action against the alleged perpetrator, the school should inform the student that honoring the request may limit its ability to respond fully to the incident, including pursuing disciplinary action against the alleged perpetrator. The school should also explain that Title IX includes protections against retaliation, and that school officials will not only take steps to prevent retaliation but also take strong responsive action if it occurs. This includes retaliatory actions taken by the school and school officials. When a school knows or reasonably should know of possible retaliation by other students or third parties, including threats, intimidation, coercion, or discrimination (including harassment), it must take immediate

[25] The school should be aware of the alleged student perpetrator's right under the Family Educational Rights and Privacy Act ("FERPA") torequest to inspect and review information about the allegations if the information directly relates to the alleged student perpetrator and the information is maintained by the school as an education record. In such a case, the school must either redact the complainant's name and all identifying information before allowing the alleged perpetrator to inspect and review the sections of the complaint that relate to him or her, or must inform the alleged perpetrator of the specific information in the complaint that are about the alleged perpetrator. *See* 34 C.F.R. § 99.12(a) The school should also make complainants aware of this right and explain how it might affect the school's ability to maintain complete confidentiality.

and appropriate steps to investigate or otherwise determine what occurred. Title IX requires the school to protect the complainant and ensure his or her safety as necessary. See question K-1 regarding retaliation.

If the student still requests that his or her name not be disclosed to the alleged perpetrator or that the school not investigate or seek action against the alleged perpetrator, the school will need to determine whether or not it can honor such a request while still providing a safe and nondiscriminatory environment for all students, including the student who reported the sexual violence. As discussed in question C-3, the Title IX coordinator is generally in the best position to evaluate confidentiality requests. Because schools vary widely in size and administrative structure, OCR recognizes that a school may reasonably determine that an employee other than the Title IX coordinator, such as a sexual assault response coordinator, dean, or other school official, is better suited to evaluate such requests. Addressing the needs of a student reporting sexual violence while determining an appropriate institutional response requires expertise and attention, and a school should ensure that it assigns these responsibilities to employees with the capability and training to fulfill them. For example, if a school has a sexual assault response coordinator, that person should be consulted in evaluating requests for confidentiality. The school should identify in its Title IX policies and procedures the employee or employees responsible for making such determinations.

If the school determines that it can respect the student's request not to disclose his or her identity to the alleged perpetrator, it should take all reasonable steps to respond to the complaint consistent with the request. Although a student's request to have his or her name withheld may limit the school's ability to respond fully to an individual allegation of sexual violence, other means may be available to address the sexual violence. There are steps a school can take to limit the effects of the alleged sexual violence and prevent its recurrence without initiating formal action against the alleged perpetrator or revealing the identity of the student complainant. Examples include providing increased monitoring, supervision, or security at locations or activities where the misconduct occurred; providing training and education materials for students and employees; changing and publicizing the school's policies on sexual violence; and conducting climate surveys regarding sexual violence. In instances affecting many students, an alleged perpetrator can be put on notice of allegations of harassing behavior and be counseled appropriately without revealing, even indirectly, the identity of the student complainant. A school must also take immediate action as necessary to protect the student while keeping the identity of the student confidential. These actions may include providing support services to the student and changing living arrangements or course schedules, assignments, or tests.

E-2. What factors should a school consider in weighing a student's request for confidentiality?

Answer: When weighing a student's request for confidentiality that could preclude a meaningful investigation or potential discipline of the alleged perpetrator, a school should consider a range of factors.

These factors include circumstances that suggest there is an increased risk of the alleged perpetrator committing additional acts of sexual violence or other violence (e.g., whether there have been other sexual violence complaints about the same alleged perpetrator, whether the alleged perpetrator has a history of arrests or records from a prior school indicating a history of violence, whether the alleged perpetrator threatened further sexual violence or other violence against the student or others, and whether the sexual violence was committed by multiple perpetrators). These factors also include circumstances that suggest there is an increased risk of future acts of sexual violence under similar circumstances (e.g., whether the student's report reveals a pattern of perpetration (e.g., via illicit use of drugs or alcohol) at a given location or by a particular group). Other factors that should be considered in assessing a student's request for confidentiality include whether the sexual violence was perpetrated with a weapon; the age of the student subjected to the sexual violence; and whether the school possesses other means to obtain relevant evidence (e.g., security cameras or personnel, physical evidence).

A school should take requests for confidentiality seriously, while at the same time considering its responsibility to provide a safe and nondiscriminatory environment for all students, including the student who reported the sexual violence. For example, if the school has credible information that the alleged perpetrator has committed one or more prior rapes, the balance of factors would compel the school to investigate the allegation of sexual violence, and if appropriate, pursue disciplinary action in a manner that may require disclosure of the student's identity to the alleged perpetrator. If the school determines that it must disclose a student's identity to an alleged perpetrator, it should inform the student prior to making this disclosure. In these cases, it is also especially important for schools to take whatever interim measures are necessary to protect the student and ensure the safety of other students. If a school has a sexual assault response coordinator, that person should be consulted in identifying safety risks and interim measures that are necessary to protect the student. In the event the student requests that the school inform the perpetrator that the student asked the school not to investigate or seek discipline, the school should honor this request and inform the alleged perpetrator that the school made the decision to go forward. For additional information on interim measures see questions G-1 to G-3. Any school officials responsible for

discussing safety and confidentiality with students should be trained on the effects of trauma and the appropriate methods to communicate with students subjected to sexual violence. See questions J-1 to J-3.

On the other hand, if, for example, the school has no credible information about prior sexual violence committed by the alleged perpetrator and the alleged sexual violence was not perpetrated with a weapon or accompanied by threats to repeat the sexual violence against the complainant or others or part of a larger pattern at a given location or by a particular group, the balance of factors would likely compel the school to respect the student's request for confidentiality. In this case the school should still take all reasonable steps to respond to the complaint consistent with the student's confidentiality request and determine whether interim measures are appropriate or necessary. Schools should be mindful that traumatic events such as sexual violence can result in delayed decisionmaking by a student who has experienced sexual violence. Hence, a student who initially requests confidentiality might later request that a full investigation be conducted.

E-3. What are the reporting responsibilities of school employees who provide or support the provision of counseling, advocacy, health, mental health, or sexual assault-related services to students who have experienced sexual violence?

Answer: OCR does not require campus mental-health counselors, pastoral counselors, social workers, psychologists, health center employees, or any other person with a professional license requiring confidentiality, or who is supervised by such a person, to report, without the student's consent, incidents of sexual violence to the school in a way that identifies the student. Although these employees may have responsibilities that would otherwise make them responsible employees for Title IX purposes, OCR recognizes the importance of protecting the counselor-client relationship, which often requires confidentiality to ensure that students will seek the help they need.

Professional counselors and pastoral counselors whose official responsibilities include providing mental-health counseling to members of the school community are not required by Title IX to report *any* information regarding an incident of alleged sexual violence to the Title IX coordinator or other appropriate school designee.[26]

[26] The exemption from reporting obligations for pastoral and professional counselors under Title IX is consistent with the Clery Act. For additional information on reporting obligations under the Clery Act, see Office of Postsecondary Education, *Handbook for Campus Safety and Security Reporting* (2011), available at http://www2.ed.gov/admins/lead/safety/handbook.pdf. Similar to the Clery Act, for Title IX purposes, a pastoral counselor is a person who is associated with a religious order or denomination, is recognized by that religious

OCR recognizes that some people who provide assistance to students who experience sexual violence are not professional or pastoral counselors. They include all individuals who work or volunteer in on-campus sexual assault centers, victim advocacy offices, women's centers, or health centers ("non-professional counselors or advocates"), including front desk staff and students. OCR wants students to feel free to seek their assistance and therefore interprets Title IX to give schools the latitude not to require these individuals to report incidents of sexual violence in a way that identifies the student without the student's consent.[27] These non-professional counselors or advocates are valuable sources of support for students, and OCR strongly encourages schools to designate these individuals as confidential sources.

Pastoral and professional counselors and non-professional counselors or advocates should be instructed to inform students of their right to file a Title IX complaint with the school and a separate complaint with campus or local law enforcement. In addition to informing students about campus resources for counseling, medical, and academic support, these persons should also indicate that they are available to assist students in filing such complaints. They should also explain that Title IX includes protections against retaliation, and that school officials will not only take steps to prevent retaliation but also take strong responsive action if it occurs. This includes retaliatory actions taken by the school and school officials. When a school knows or reasonably should know of possible retaliation by other students or third parties, including threats, intimidation, coercion, or discrimination (including harassment), it must take immediate and appropriate steps to investigate or otherwise determine what occurred. Title IX requires the school to protect the complainant and ensure his or her safety as necessary.

In order to identify patterns or systemic problems related to sexual violence, a school should collect aggregate data about sexual violence incidents from non-professional counselors or advocates in their on-campus sexual assault centers, women's centers, or

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order or denomination as someone who provides confidential counseling, and is functioning within the scope of that recognition as a pastoral counselor. A professional counselor is a person whose official responsibilities include providing mental health counseling to members of the institution's community and who is functioning within the scope of his or her license or certification. This definition applies even to professional counselors who are not employees of the school, but are under contract to provide counseling at the school. This includes individuals who are not yet licensed or certified as a counselor, but are acting in that role under the supervision of an individual who is licensed or certified. An example is a Ph.D. counselor-trainee acting under the supervision of a professional counselor at the school.

[27] Postsecondary institutions should be aware that an individual who is counseling students, but who does not meet the Clery Act definition of a pastoral or professional counselor, is not exempt from being a campus security authority if he or she otherwise has significant responsibility for student and campus activities. See fn. 24.

health centers. Such individuals should report only general information about incidents of sexual violence such as the nature, date, time, and general location of the incident and should take care to avoid reporting personally identifiable information about a student. Non-professional counselors and advocates should consult with students regarding what information needs to be withheld to protect their identity.

E-4. Is a school required to investigate information regarding sexual violence incidents shared by survivors during public awareness events, such as "Take Back the Night"?

Answer: No. OCR wants students to feel free to participate in preventive education programs and access resources for survivors. Therefore, public awareness events such as "Take Back the Night" or other forums at which students disclose experiences with sexual violence are not considered notice to the school for the purpose of triggering an individual investigation unless the survivor initiates a complaint. The school should instead respond to these disclosures by reviewing sexual assault policies, creating campus-wide educational programs, and conducting climate surveys to learn more about the prevalence of sexual violence at the school. Although Title IX does not require the school to investigate particular incidents discussed at such events, the school should ensure that survivors are aware of any available resources, including counseling, health, and mental health services. To ensure that the entire school community understands their Title IX rights related to sexual violence, the school should also provide information at these events on Title IX and how to file a Title IX complaint with the school, as well as options for reporting an incident of sexual violence to campus or local law enforcement.

F. Investigations and Hearings

Overview

F-1. What elements should a school's Title IX investigation include?

Answer: The specific steps in a school's Title IX investigation will vary depending on the nature of the allegation, the age of the student or students involved, the size and administrative structure of the school, state or local legal requirements (including mandatory reporting requirements for schools working with minors), and what it has learned from past experiences.

For the purposes of this document the term "investigation" refers to the process the school uses to resolve sexual violence complaints. This includes the fact-finding investigation and any hearing and decision-making process the school uses to determine: (1) whether or not the conduct occurred; and, (2) if the conduct occurred, what actions

the school will take to end the sexual violence, eliminate the hostile environment, and prevent its recurrence, which may include imposing sanctions on the perpetrator and providing remedies for the complainant and broader student population.

In all cases, a school's Title IX investigation must be adequate, reliable, impartial, and prompt and include the opportunity for both parties to present witnesses and other evidence. The investigation may include a hearing to determine whether the conduct occurred, but Title IX does not necessarily require a hearing.[28] Furthermore, neither Title IX nor the DCL specifies who should conduct the investigation. It could be the Title IX coordinator, provided there are no conflicts of interest, but it does not have to be. All persons involved in conducting a school's Title IX investigations must have training or experience in handling complaints of sexual violence and in the school's grievance procedures. For additional information on training, see question J-3.

When investigating an incident of alleged sexual violence for Title IX purposes, to the extent possible, a school should coordinate with any other ongoing school or criminal investigations of the incident and establish appropriate fact-finding roles for each investigator. A school should also consider whether information can be shared among the investigators so that complainants are not unnecessarily required to give multiple statements about a traumatic event. If the investigation includes forensic evidence, it may be helpful for a school to consult with local or campus law enforcement or a forensic expert to ensure that the evidence is correctly interpreted by school officials. For additional information on working with campus or local law enforcement see question F-3.

If a school uses its student disciplinary procedures to meet its Title IX obligation to resolve complaints of sexual violence promptly and equitably, it should recognize that imposing sanctions against the perpetrator, without additional remedies, likely will not be sufficient to eliminate the hostile environment and prevent recurrence as required by Title IX. If a school typically processes complaints of sexual violence through its disciplinary process and that process, including any investigation and hearing, meets the Title IX requirements discussed above and enables the school to end the sexual violence, eliminate the hostile environment, and prevent its recurrence, then the school may use that process to satisfy its Title IX obligations and does not need to conduct a separate Title IX investigation. As discussed in question C-3, the Title IX coordinator should review the disciplinary process

[28] This answer addresses only Title IX's requirements for investigations. It does not address legal rights or requirements under the U.S. Constitution, the Clery Act, or other federal, state, or local laws.

to ensure that it: (1) complies with the prompt and equitable requirements of Title IX; (2) allows for appropriate interim measures to be taken to protect the complainant during the process; and (3) provides for remedies to the complainant and school community where appropriate. For more information about interim measures, see questions G-1 to G-3, and about remedies, see questions H-1 and H-2.

The investigation may include, but is not limited to, conducting interviews of the complainant, the alleged perpetrator, and any witnesses; reviewing law enforcement investigation documents, if applicable; reviewing student and personnel files; and gathering and examining other relevant documents or evidence. While a school has flexibility in how it structures the investigative process, for Title IX purposes, a school must give the complainant any rights that it gives to the alleged perpetrator. A balanced and fair process that provides the same opportunities to both parties will lead to sound and supportable decisions.[29] Specifically:

- Throughout the investigation, the parties must have an equal opportunity to present relevant witnesses and other evidence.
- The school must use a preponderance-of-the-evidence (*i.e.*, more likely than not) standard in any Title IX proceedings, including any fact-finding and hearings.
- If the school permits one party to have lawyers or other advisors at any stage of the proceedings, it must do so equally for both parties. Any school-imposed restrictions on the ability of lawyers or other advisors to speak or otherwise participate in the proceedings must also apply equally.
- If the school permits one party to submit third-party expert testimony, it must do so equally for both parties.
- If the school provides for an appeal, it must do so equally for both parties.
- Both parties must be notified, in writing, of the outcome of both the complaint and any appeal (see question H-3).

[29] As explained in question C-5, the parties may have certain due process rights under the U.S. Constitution.

Intersection with Criminal Investigations

F-2. What are the key differences between a school's Title IX investigation into allegations of sexual violence and a criminal investigation?

Answer: A criminal investigation is intended to determine whether an individual violated criminal law; and, if at the conclusion of the investigation, the individual is tried and found guilty, the individual may be imprisoned or subject to criminal penalties. The U.S. Constitution affords criminal defendants who face the risk of incarceration numerous protections, including, but not limited to, the right to counsel, the right to a speedy trial, the right to a jury trial, the right against self-incrimination, and the right to confrontation. In addition, government officials responsible for criminal investigations (including police and prosecutors) normally have discretion as to which complaints from the public they will investigate.

By contrast, a Title IX investigation will never result in incarceration of an individual and, therefore, the same procedural protections and legal standards are not required. Further, while a criminal investigation is initiated at the discretion of law enforcement authorities, a Title IX investigation is not discretionary; a school has a duty under Title IX to resolve complaints promptly and equitably and to provide a safe and nondiscriminatory environment for all students, free from sexual harassment and sexual violence. Because the standards for pursuing and completing criminal investigations are different from those used for Title IX investigations, the termination of a criminal investigation without an arrest or conviction does not affect the school's Title IX obligations.

Of course, criminal investigations conducted by local or campus law enforcement may be useful for fact gathering if the criminal investigation occurs within the recommended timeframe for Title IX investigations; but, even if a criminal investigation is ongoing, a school must still conduct its own Title IX investigation.

A school should notify complainants of the right to file a criminal complaint and should not dissuade a complainant from doing so either during or after the school's internal Title IX investigation. Title IX does not require a school to report alleged incidents of sexual violence to law enforcement, but a school may have reporting obligations under state, local, or other federal laws.

F-3. How should a school proceed when campus or local law enforcement agencies are conducting a criminal investigation while the school is conducting a parallel Title IX investigation?

Answer: A school should not wait for the conclusion of a criminal investigation or criminal proceeding to begin its own Title IX investigation. Although a school may need to delay temporarily the fact-finding portion of a Title IX investigation while the police are gathering evidence, it is important for a school to understand that during this brief delay in the Title IX investigation, it must take interim measures to protect the complainant in the educational setting. The school should also continue to update the parties on the status of the investigation and inform the parties when the school resumes its Title IX investigation. For additional information on interim measures see questions G-1 to G-3.

If a school delays the fact-finding portion of a Title IX investigation, the school must promptly resume and complete its fact-finding for the Title IX investigation once it learns that the police department has completed its evidence gathering stage of the criminal investigation. The school should not delay its investigation until the ultimate outcome of the criminal investigation or the filing of any charges. OCR recommends that a school work with its campus police, local law enforcement, and local prosecutor's office to learn when the evidence gathering stage of the criminal investigation is complete. A school may also want to enter into a memorandum of understanding (MOU) or other agreement with these agencies regarding the protocols and procedures for referring allegations of sexual violence, sharing information, and conducting contemporaneous investigations. Any MOU or other agreement must allow the school to meet its Title IX obligation to resolve complaints promptly and equitably, and must comply with the Family Educational Rights and Privacy Act ("FERPA") and other applicable privacy laws.

The DCL states that in one instance a prosecutor's office informed OCR that the police department's evidence gathering stage typically takes three to ten calendar days, although the delay in the school's investigation may be longer in certain instances. OCR understands that this example may not be representative and that the law enforcement agency's process often takes more than ten days. OCR recognizes that the length of time for evidence gathering by criminal investigators will vary depending on the specific circumstances of each case.

Off-Campus Conduct

F-4. Is a school required to process complaints of alleged sexual violence that occurred off campus?

Answer: Yes. Under Title IX, a school must process all complaints of sexual violence, regardless of where the conduct occurred, to determine whether the conduct occurred in the context of an education program or activity or had continuing effects on campus or in an off-campus education program or activity.

A school must determine whether the alleged off-campus sexual violence occurred in the context of an education program or activity of the school; if so, the school must treat the complaint in the same manner that it treats complaints regarding on-campus conduct. In other words, if a school determines that the alleged misconduct took place in the context of an education program or activity of the school, the fact that the alleged misconduct took place off campus does not relieve the school of its obligation to investigate the complaint as it would investigate a complaint of sexual violence that occurred on campus.

Whether the alleged misconduct occurred in this context may not always be apparent from the complaint, so a school may need to gather additional information in order to make such a determination. Off-campus education programs and activities are clearly covered and include, but are not limited to: activities that take place at houses of fraternities or sororities recognized by the school; school-sponsored field trips, including athletic team travel; and events for school clubs that occur off campus (*e.g.*, a debate team trip to another school or to a weekend competition).

Even if the misconduct did not occur in the context of an education program or activity, a school must consider the effects of the off-campus misconduct when evaluating whether there is a hostile environment on campus or in an off-campus education program or activity because students often experience the continuing effects of off-campus sexual violence while at school or in an off-campus education program or activity. The school cannot address the continuing effects of the off-campus sexual violence at school or in an off-campus education program or activity unless it processes the complaint and gathers appropriate additional information in accordance with its established procedures.

Once a school is on notice of off-campus sexual violence against a student, it must assess whether there are any continuing effects on campus or in an off-campus education program or activity that are creating or contributing to a hostile environment and, if so, address that hostile environment in the same manner in which it would address a hostile environment created by on-campus misconduct. The mere presence on campus or in an

off-campus education program or activity of the alleged perpetrator of off-campus sexual violence can have continuing effects that create a hostile environment. A school should also take steps to protect a student who alleges off-campus sexual violence from further harassment by the alleged perpetrator or his or her friends, and a school may have to take steps to protect other students from possible assault by the alleged perpetrator. In other words, the school should protect the school community in the same way it would had the sexual violence occurred on campus. Even if there are no continuing effects of the off-campus sexual violence experienced by the student on campus or in an off-campus education program or activity, the school still should handle these incidents as it would handle other off-campus incidents of misconduct or violence and consistent with any other applicable laws. For example, if a school, under its code of conduct, exercises jurisdiction over physical altercations between students that occur off campus outside of an education program or activity, it should also exercise jurisdiction over incidents of student-on-student sexual violence that occur off campus outside of an education program or activity.

Hearings[30]

F-5. Must a school allow or require the parties to be present during an entire hearing?

Answer: If a school uses a hearing process to determine responsibility for acts of sexual violence, OCR does not require that the school allow a complainant to be present for the entire hearing; it is up to each school to make this determination. But if the school allows one party to be present for the entirety of a hearing, it must do so equally for both parties. At the same time, when requested, a school should make arrangements so that the complainant and the alleged perpetrator do not have to be present in the same room at the same time. These two objectives may be achieved by using closed circuit television or other means. Because a school has a Title IX obligation to investigate possible sexual violence, if a hearing is part of the school's Title IX investigation process, the school must not require a complainant to be present at the hearing as a prerequisite to proceed with the hearing.

[30] As noted in question F-1, the investigation may include a hearing to determine whether the conduct occurred, but Title IX does not necessarily require a hearing. Although Title IX does not dictate the membership of a hearing board, OCR discourages schools from allowing students to serve on hearing boards in cases involving allegations of sexual violence.

F-6. May every witness at the hearing, including the parties, be cross-examined?

Answer: OCR does not require that a school allow cross-examination of witnesses, including the parties, if they testify at the hearing. But if the school allows one party to cross-examine witnesses, it must do so equally for both parties.

OCR strongly discourages a school from allowing the parties to personally question or cross-examine each other during a hearing on alleged sexual violence. Allowing an alleged perpetrator to question a complainant directly may be traumatic or intimidating, and may perpetuate a hostile environment. A school may choose, instead, to allow the parties to submit questions to a trained third party (*e.g.*, the hearing panel) to ask the questions on their behalf. OCR recommends that the third party screen the questions submitted by the parties and only ask those it deems appropriate and relevant to the case.

F-7. May the complainant's sexual history be introduced at hearings?

Answer: Questioning about the complainant's sexual history with anyone other than the alleged perpetrator should not be permitted. Further, a school should recognize that the mere fact of a current or previous consensual dating or sexual relationship between the two parties does not itself imply consent or preclude a finding of sexual violence. The school should also ensure that hearings are conducted in a manner that does not inflict additional trauma on the complainant.

Timeframes

F-8. What stages of the investigation are included in the 60-day timeframe referenced in the DCL as the length for a typical investigation?

Answer: As noted in the DCL, the 60-calendar day timeframe for investigations is based on OCR's experience in typical cases. The 60-calendar day timeframe refers to the entire investigation process, which includes conducting the fact-finding investigation, holding a hearing or engaging in another decision-making process to determine whether the alleged sexual violence occurred and created a hostile environment, and determining what actions the school will take to eliminate the hostile environment and prevent its recurrence, including imposing sanctions against the perpetrator and providing remedies for the complainant and school community, as appropriate. Although this timeframe does not include appeals, a school should be aware that an unduly long appeals process may impact whether the school's response was prompt and equitable as required by Title IX.

OCR does not require a school to complete investigations within 60 days; rather OCR evaluates on a case-by-case basis whether the resolution of sexual violence complaints is prompt and equitable. Whether OCR considers an investigation to be prompt as required by Title IX will vary depending on the complexity of the investigation and the severity and extent of the alleged conduct. OCR recognizes that the investigation process may take longer if there is a parallel criminal investigation or if it occurs partially during school breaks. A school may need to stop an investigation during school breaks or between school years, although a school should make every effort to try to conduct an investigation during these breaks unless so doing would sacrifice witness availability or otherwise compromise the process.

Because timeframes for investigations vary and a school may need to depart from the timeframes designated in its grievance procedures, both parties should be given periodic status updates throughout the process.

G. Interim Measures

G-1. Is a school required to take any interim measures before the completion of its investigation?

Answer: Title IX requires a school to take steps to ensure equal access to its education programs and activities and protect the complainant as necessary, including taking interim measures before the final outcome of an investigation. The school should take these steps promptly once it has notice of a sexual violence allegation and should provide the complainant with periodic updates on the status of the investigation. The school should notify the complainant of his or her options to avoid contact with the alleged perpetrator and allow the complainant to change academic and extracurricular activities or his or her living, transportation, dining, and working situation as appropriate. The school should also ensure that the complainant is aware of his or her Title IX rights and any available resources, such as victim advocacy, housing assistance, academic support, counseling, disability services, health and mental health services, and legal assistance, and the right to report a crime to campus or local law enforcement. If a school does not offer these services on campus, it should enter into an MOU with a local victim services provider if possible.

Even when a school has determined that it can respect a complainant's request for confidentiality and therefore may not be able to respond fully to an allegation of sexual violence and initiate formal action against an alleged perpetrator, the school must take immediate action to protect the complainant while keeping the identity of the complainant confidential. These actions may include: providing support services to the

complainant; changing living arrangements or course schedules, assignments, or tests; and providing increased monitoring, supervision, or security at locations or activities where the misconduct occurred.

G-2. How should a school determine what interim measures to take?

Answer: The specific interim measures implemented and the process for implementing those measures will vary depending on the facts of each case. A school should consider a number of factors in determining what interim measures to take, including, for example, the specific need expressed by the complainant; the age of the students involved; the severity or pervasiveness of the allegations; any continuing effects on the complainant; whether the complainant and alleged perpetrator share the same residence hall, dining hall, class, transportation, or job location; and whether other judicial measures have been taken to protect the complainant (*e.g.*, civil protection orders).

In general, when taking interim measures, schools should minimize the burden on the complainant. For example, if the complainant and alleged perpetrator share the same class or residence hall, the school should not, as a matter of course, remove the complainant from the class or housing while allowing the alleged perpetrator to remain without carefully considering the facts of the case.

G-3. If a school provides all students with access to counseling on a fee basis, does that suffice for providing counseling as an interim measure?

Answer: No. Interim measures are determined by a school on a case-by-case basis. If a school determines that it needs to offer counseling to the complainant as part of its Title IX obligation to take steps to protect the complainant while the investigation is ongoing, it must not require the complainant to pay for this service.

H. Remedies and Notice of Outcome[31]

H-1. What remedies should a school consider in a case of student-on-student sexual violence?

Answer: Effective remedial action may include disciplinary action against the perpetrator, providing counseling for the perpetrator, remedies for the complainant and others, as well as changes to the school's overall services or policies. All services needed to remedy the hostile environment should be offered to the complainant. These remedies are separate from, and in addition to, any interim measure that may have been provided prior to the conclusion of the school's investigation. In any instance in which the complainant did not take advantage of a specific service (*e.g.*, counseling) when offered as an interim measure, the complainant should still be offered, and is still entitled to, appropriate final remedies that may include services the complainant declined as an interim measure. A refusal at the interim stage does not mean the refused service or set of services should not be offered as a remedy.

If a school uses its student disciplinary procedures to meet its Title IX obligation to resolve complaints of sexual violence promptly and equitably, it should recognize that imposing sanctions against the perpetrator, without more, likely will not be sufficient to satisfy its Title IX obligation to eliminate the hostile environment, prevent its recurrence, and, as appropriate, remedy its effects. Additional remedies for the complainant and the school community may be necessary. If the school's student disciplinary procedure does not include a process for determining and implementing these remedies for the complainant and school community, the school will need to use another process for this purpose.

Depending on the specific nature of the problem, remedies for the complainant may include, but are not limited to:

- Providing an effective escort to ensure that the complainant can move safely between classes and activities;

[31] As explained in question A-5, if a school delays responding to allegations of sexual violence or responds inappropriately, the school's own inaction may subject the student to be subjected to a hostile environment. In this case, in addition to the remedies discussed in this section, the school will also be required to remedy the effects of the sexual violence that could reasonably have been prevented had the school responded promptly and appropriately.

- Ensuring the complainant and perpetrator do not share classes or extracurricular activities;

- Moving the perpetrator or complainant (if the complainant requests to be moved) to a different residence hall or, in the case of an elementary or secondary school student, to another school within the district;

- Providing comprehensive, holistic victim services including medical, counseling and academic support services, such as tutoring;

- Arranging for the complainant to have extra time to complete or re-take a class or withdraw from a class without an academic or financial penalty; and

- Reviewing any disciplinary actions taken against the complainant to see if there is a causal connection between the sexual violence and the misconduct that may have resulted in the complainant being disciplined.[32]

Remedies for the broader student population may include, but are not limited to:

- Designating an individual from the school's counseling center who is specifically trained in providing trauma-informed comprehensive services to victims of sexual violence to be on call to assist students whenever needed;

- Training or retraining school employees on the school's responsibilities to address allegations of sexual violence and how to conduct Title IX investigations;

- Developing materials on sexual violence, which should be distributed to all students;

- Conducting bystander intervention and sexual violence prevention programs with students;

- Issuing policy statements or taking other steps that clearly communicate that the school does not tolerate sexual violence and will respond to any incidents and to any student who reports such incidents;

[32] For example, if the complainant was disciplined for skipping a class in which the perpetrator was enrolled, the school should review the incident to determine if the complainant skipped class to avoid contact with the perpetrator.

- Conducting, in conjunction with student leaders, a campus climate check to assess the effectiveness of efforts to ensure that the school is free from sexual violence, and using that information to inform future proactive steps that the school will take;

- Targeted training for a group of students if, for example, the sexual violence created a hostile environment in a residence hall, fraternity or sorority, or on an athletic team; and

- Developing a protocol for working with local law enforcement as discussed in question F-3.

When a school is unable to conduct a full investigation into a particular incident (*i.e.*, when it received a general report of sexual violence without any personally identifying information), it should consider remedies for the broader student population in response.

H-2. If, after an investigation, a school finds the alleged perpetrator responsible and determines that, as part of the remedies for the complainant, it must separate the complainant and perpetrator, how should the school accomplish this if both students share the same major and there are limited course options?

Answer: If there are limited sections of required courses offered at a school and both the complainant and perpetrator are required to take those classes, the school may need to make alternate arrangements in a manner that minimizes the burden on the complainant. For example, the school may allow the complainant to take the regular sections of the courses while arranging for the perpetrator to take the same courses online or through independent study.

H-3. What information must be provided to the complainant in the notice of the outcome?

Answer: Title IX requires both parties to be notified, in writing, about the outcome of both the complaint and any appeal. OCR recommends that a school provide written notice of the outcome to the complainant and the alleged perpetrator concurrently.

For Title IX purposes, a school must inform the complainant as to whether or not it found that the alleged conduct occurred, any individual remedies offered or provided to the complainant or any sanctions imposed on the perpetrator that directly relate to the complainant, and other steps the school has taken to eliminate the hostile environment, if the school finds one to exist, and prevent recurrence. The perpetrator should not be notified of the individual remedies offered or provided to the complainant.

Sanctions that directly relate to the complainant (but that may also relate to eliminating the hostile environment and preventing recurrence) include, but are not limited to, requiring that the perpetrator stay away from the complainant until both parties graduate, prohibiting the perpetrator from attending school for a period of time, or transferring the perpetrator to another residence hall, other classes, or another school. Additional steps the school has taken to eliminate the hostile environment may include counseling and academic support services for the complainant and other affected students. Additional steps the school has taken to prevent recurrence may include sexual violence training for faculty and staff, revisions to the school's policies on sexual violence, and campus climate surveys. Further discussion of appropriate remedies is included in question H-1.

In addition to the Title IX requirements described above, the Clery Act requires, and FERPA permits, postsecondary institutions to inform the complainant of the institution's final determination and any disciplinary sanctions imposed on the perpetrator in sexual violence cases (as opposed to all harassment and misconduct covered by Title IX) not just those sanctions that directly relate to the complainant.[33]

I. Appeals

I-1. What are the requirements for an appeals process?

Answer: While Title IX does not require that a school provide an appeals process, OCR does recommend that the school do so where procedural error or previously unavailable relevant evidence could significantly impact the outcome of a case or where a sanction is substantially disproportionate to the findings. If a school chooses to provide for an appeal of the findings or remedy or both, it must do so equally for both parties. The specific design of the appeals process is up to the school, as long as the entire grievance process, including any appeals, provides prompt and equitable resolutions of sexual violence complaints, and the school takes steps to protect the complainant in the educational setting during the process. Any individual or body handling appeals should be trained in the dynamics of and trauma associated with sexual violence.

If a school chooses to offer an appeals process it has flexibility to determine the type of review it will apply to appeals, but the type of review the school applies must be the same regardless of which party files the appeal.

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[33] 20 U.S.C. § 1092(f) and 20 U.S.C. § 1232g(b)(6)(A).

I-2. Must an appeal be available to a complainant who receives a favorable finding but does not believe a sanction that directly relates to him or her was sufficient?

Answer: The appeals process must be equal for both parties. For example, if a school allows a perpetrator to appeal a suspension on the grounds that it is too severe, the school must also allow a complainant to appeal a suspension on the grounds that it was not severe enough. See question H-3 for more information on what must be provided to the complainant in the notice of the outcome.

J. Title IX Training, Education and Prevention[34]

J-1. What type of training on Title IX and sexual violence should a school provide to its employees?

Answer: A school needs to ensure that responsible employees with the authority to address sexual violence know how to respond appropriately to reports of sexual violence, that other responsible employees know that they are obligated to report sexual violence to appropriate school officials, and that all other employees understand how to respond to reports of sexual violence. A school should ensure that professional counselors, pastoral counselors, and non-professional counselors or advocates also understand the extent to which they may keep a report confidential. A school should provide training to all employees likely to witness or receive reports of sexual violence, including teachers, professors, school law enforcement unit employees, school administrators, school counselors, general counsels, athletic coaches, health personnel, and resident advisors. Training for employees should include practical information about how to prevent and identify sexual violence, including same-sex sexual violence; the behaviors that may lead to and result in sexual violence; the attitudes of bystanders that may allow conduct to continue; the potential for revictimization by responders and its effect on students; appropriate methods for responding to a student who may have experienced sexual violence, including the use of nonjudgmental language; the impact of trauma on victims; and, as applicable, the person(s) to whom such misconduct must be reported. The training should also explain responsible employees' reporting obligation, including what should be included in a report and any consequences for the failure to report and the procedure for responding to students' requests for confidentiality, as well as provide the contact

[34] As explained earlier, although this document focuses on sexual violence, the legal principles apply to other forms of sexual harassment. Schools should ensure that any training they provide on Title IX and sexual violence also covers other forms of sexual harassment. Postsecondary institutions should also be aware of training requirements imposed under the Clery Act.

information for the school's Title IX coordinator. A school also should train responsible employees to inform students of: the reporting obligations of responsible employees; students' option to request confidentiality and available confidential advocacy, counseling, or other support services; and their right to file a Title IX complaint with the school and to report a crime to campus or local law enforcement. For additional information on the reporting obligations of responsible employees and others see questions D-1 to D-5.

There is no minimum number of hours required for Title IX and sexual violence training at every school, but this training should be provided on a regular basis. Each school should determine based on its particular circumstances how such training should be conducted, who has the relevant expertise required to conduct the training, and who should receive the training to ensure that the training adequately prepares employees, particularly responsible employees, to fulfill their duties under Title IX. A school should also have methods for verifying that the training was effective.

J-2. How should a school train responsible employees to report incidents of possible sexual harassment or sexual violence?

Answer: Title IX requires a school to take prompt and effective steps reasonably calculated to end sexual harassment and sexual violence that creates a hostile environment (*i.e.*, conduct that is sufficiently serious as to limit or deny a student's ability to participate in or benefit from the school's educational program and activity). But a school should not wait to take steps to protect its students until students have already been deprived of educational opportunities.

OCR therefore recommends that a school train responsible employees to report to the Title IX coordinator or other appropriate school official any incidents of sexual harassment or sexual violence that may violate the school's code of conduct or may create or contribute to the creation of a hostile environment. The school can then take steps to investigate and prevent any harassment or violence from recurring or escalating, as appropriate. For example, the school may separate the complainant and alleged perpetrator or conduct sexual harassment and sexual violence training for the school's students and employees. Responsible employees should understand that they do not need to determine whether the alleged sexual harassment or sexual violence actually occurred or that a hostile environment has been created before reporting an incident to the school's Title IX coordinator. Because the Title IX coordinator should have in-depth knowledge of Title IX and Title IX complaints at the school, he or she is likely to be in a better position than are other employees to evaluate whether an incident of sexual

harassment or sexual violence creates a hostile environment and how the school should respond. There may also be situations in which individual incidents of sexual harassment do not, by themselves, create a hostile environment; however when considered together, those incidents may create a hostile environment.

J-3. What type of training should a school provide to employees who are involved in implementing the school's grievance procedures?

Answer: All persons involved in implementing a school's grievance procedures (*e.g.*, Title IX coordinators, others who receive complaints, investigators, and adjudicators) must have training or experience in handling sexual violence complaints, and in the operation of the school's grievance procedures. The training should include information on working with and interviewing persons subjected to sexual violence; information on particular types of conduct that would constitute sexual violence, including same-sex sexual violence; the proper standard of review for sexual violence complaints (preponderance of the evidence); information on consent and the role drugs or alcohol can play in the ability to consent; the importance of accountability for individuals found to have committed sexual violence; the need for remedial actions for the perpetrator, complainant, and school community; how to determine credibility; how to evaluate evidence and weigh it in an impartial manner; how to conduct investigations; confidentiality; the effects of trauma, including neurobiological change; and cultural awareness training regarding how sexual violence may impact students differently depending on their cultural backgrounds.

In rare circumstances, employees involved in implementing a school's grievance procedures may be able to demonstrate that prior training and experience has provided them with competency in the areas covered in the school's training. For example, the combination of effective prior training and experience investigating complaints of sexual violence, together with training on the school's current grievance procedures may be sufficient preparation for an employee to resolve Title IX complaints consistent with the school's grievance procedures. In-depth knowledge regarding Title IX and sexual violence is particularly helpful. Because laws and school policies and procedures may change, the only way to ensure that all employees involved in implementing the school's grievance procedures have the requisite training or experience is for the school to provide regular training to all individuals involved in implementing the school's Title IX grievance procedures even if such individuals also have prior relevant experience.

J-4. What type of training on sexual violence should a school provide to its students?

Answer: To ensure that students understand their rights under Title IX, a school should provide age-appropriate training to its students regarding Title IX and sexual violence. At the elementary and secondary school level, schools should consider whether sexual violence training should also be offered to parents, particularly training on the school's process for handling complaints of sexual violence. Training may be provided separately or as part of the school's broader training on sex discrimination and sexual harassment. However, sexual violence is a unique topic that should not be assumed to be covered adequately in other educational programming or training provided to students. The school may want to include this training in its orientation programs for new students; training for student athletes and members of student organizations; and back-to-school nights. A school should consider educational methods that are most likely to help students retain information when designing its training, including repeating the training at regular intervals. OCR recommends that, at a minimum, the following topics (as appropriate) be covered in this training:

- Title IX and what constitutes sexual violence, including same-sex sexual violence, under the school's policies;
- the school's definition of consent applicable to sexual conduct, including examples;
- how the school analyzes whether conduct was unwelcome under Title IX;
- how the school analyzes whether unwelcome sexual conduct creates a hostile environment;
- reporting options, including formal reporting and confidential disclosure options and any timeframes set by the school for reporting;
- the school's grievance procedures used to process sexual violence complaints;
- disciplinary code provisions relating to sexual violence and the consequences of violating those provisions;
- effects of trauma, including neurobiological changes;
- the role alcohol and drugs often play in sexual violence incidents, including the deliberate use of alcohol and/or other drugs to perpetrate sexual violence;
- strategies and skills for bystanders to intervene to prevent possible sexual violence;
- how to report sexual violence to campus or local law enforcement and the ability to pursue law enforcement proceedings simultaneously with a Title IX grievance; and
- Title IX's protections against retaliation.

The training should also encourage students to report incidents of sexual violence. The training should explain that students (and their parents or friends) do not need to determine whether incidents of sexual violence or other sexual harassment created a

hostile environment before reporting the incident. A school also should be aware that persons may be deterred from reporting incidents if, for example, violations of school or campus rules regarding alcohol or drugs were involved. As a result, a school should review its disciplinary policy to ensure it does not have a chilling effect on students' reporting of sexual violence offenses or participating as witnesses. OCR recommends that a school inform students that the school's primary concern is student safety, and that use of alcohol or drugs never makes the survivor at fault for sexual violence.

It is also important for a school to educate students about the persons on campus to whom they can confidentially report incidents of sexual violence. A school's sexual violence education and prevention program should clearly identify the offices or individuals with whom students can speak confidentially and the offices or individuals who can provide resources such as victim advocacy, housing assistance, academic support, counseling, disability services, health and mental health services, and legal assistance. It should also identify the school's responsible employees and explain that if students report incidents to responsible employees (except as noted in question E-3) these employees are required to report the incident to the Title IX coordinator or other appropriate official. This reporting includes the names of the alleged perpetrator and student involved in the sexual violence, as well as relevant facts including the date, time, and location, although efforts should be made to comply with requests for confidentiality from the complainant. For more detailed information regarding reporting and responsible employees and confidentiality, see questions D-1 to D-5 and E-1 to E-4.

K. Retaliation

K-1. Does Title IX protect against retaliation?

Answer: Yes. The Federal civil rights laws, including Title IX, make it unlawful to retaliate against an individual for the purpose of interfering with any right or privilege secured by these laws. This means that if an individual brings concerns about possible civil rights problems to a school's attention, including publicly opposing sexual violence or filing a sexual violence complaint with the school or any State or Federal agency, it is unlawful for the school to retaliate against that individual for doing so. It is also unlawful to retaliate against an individual because he or she testified, or participated in any manner, in an OCR or school's investigation or proceeding. Therefore, if a student, parent, teacher, coach, or other individual complains formally or informally about sexual violence or participates in an OCR or school's investigation or proceedings related to sexual violence, the school is prohibited from retaliating (including intimidating, threatening, coercing, or in any way

discriminating against the individual) because of the individual's complaint or participation.

A school should take steps to prevent retaliation against a student who filed a complaint either on his or her own behalf or on behalf of another student, or against those who provided information as witnesses.

Schools should be aware that complaints of sexual violence may be followed by retaliation against the complainant or witnesses by the alleged perpetrator or his or her associates. When a school knows or reasonably should know of possible retaliation by other students or third parties, it must take immediate and appropriate steps to investigate or otherwise determine what occurred. Title IX requires the school to protect the complainant and witnesses and ensure their safety as necessary. At a minimum, this includes making sure that the complainant and his or her parents, if the complainant is in elementary or secondary school, and witnesses know how to report retaliation by school officials, other students, or third parties by making follow-up inquiries to see if there have been any new incidents or acts of retaliation, and by responding promptly and appropriately to address continuing or new problems. A school should also tell complainants and witnesses that Title IX prohibits retaliation, and that school officials will not only take steps to prevent retaliation, but will also take strong responsive action if it occurs.

L. First Amendment

L-1. How should a school handle its obligation to respond to sexual harassment and sexual violence while still respecting free-speech rights guaranteed by the Constitution?

Answer: The DCL on sexual violence did not expressly address First Amendment issues because it focuses on unlawful physical sexual violence, which is not speech or expression protected by the First Amendment.

However, OCR's previous guidance on the First Amendment, including the 2001 Guidance, OCR's July 28, 2003, Dear Colleague Letter on the First Amendment,[35] and OCR's October 26, 2010, Dear Colleague Letter on harassment and bullying,[36] remain fully in effect. OCR has made it clear that the laws and regulations it enforces protect students from prohibited discrimination and do not restrict the exercise of any expressive activities or speech protected under the U.S. Constitution. Therefore, when a school works to prevent

[35] Available at http://www.ed.gov/ocr/firstamend.html.
[36] Available at http://www.ed.gov/ocr/letters/colleague-201010.html.

and redress discrimination, it must respect the free-speech rights of students, faculty, and other speakers.

Title IX protects students from sex discrimination; it does not regulate the content of speech. OCR recognizes that the offensiveness of a particular expression as perceived by some students, standing alone, is not a legally sufficient basis to establish a hostile environment under Title IX. Title IX also does not require, prohibit, or abridge the use of particular textbooks or curricular materials.[37]

M. The Clery Act and the Violence Against Women Reauthorization Act of 2013

M-1. How does the Clery Act affect the Title IX obligations of institutions of higher education that participate in the federal student financial aid programs?

Answer: Institutions of higher education that participate in the federal student financial aid programs are subject to the requirements of the Clery Act as well as Title IX. The Clery Act requires institutions of higher education to provide current and prospective students and employees, the public, and the Department with crime statistics and information about campus crime prevention programs and policies. The Clery Act requirements apply to many crimes other than those addressed by Title IX. For those areas in which the Clery Act and Title IX both apply, the institution must comply with both laws. For additional information about the Clery Act and its regulations, please see http://www2.ed.gov/admins/lead/safety/campus.html.

M-2. Were a school's obligations under Title IX and the DCL altered in any way by the Violence Against Women Reauthorization Act of 2013, Pub. L. No. 113-4, including Section 304 of that Act, which amends the Clery Act?

Answer: No. The Violence Against Women Reauthorization Act has no effect on a school's obligations under Title IX or the DCL. The Violence Against Women Reauthorization Act amended the Violence Against Women Act and the Clery Act, which are separate statutes. Nothing in Section 304 or any other part of the Violence Against Women Reauthorization Act relieves a school of its obligation to comply with the requirements of Title IX, including those set forth in these Questions and Answers, the 2011 DCL, and the *2001 Guidance*. For additional information about the Department's negotiated rulemaking related to the Violence Against Women Reauthorization Act please see http://www2.ed.gov/policy/highered/reg/hearulemaking/2012/vawa.html.

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[37] 34 C.F.R. § 106.42.

N. Further Federal Guidance

N-1. Whom should I contact if I have additional questions about the DCL or OCR's other Title IX guidance?

Answer: Anyone who has questions regarding this guidance, or Title IX should contact the OCR regional office that serves his or her state. Contact information for OCR regional offices can be found on OCR's webpage at https://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm. If you wish to file a complaint of discrimination with OCR, you may use the online complaint form available at http://www.ed.gov/ocr/complaintintro.html or send a letter to the OCR enforcement office responsible for the state in which the school is located. You may also email general questions to OCR at ocr@ed.gov.

N-2. Are there other resources available to assist a school in complying with Title IX and preventing and responding to sexual violence?

Answer: Yes. OCR's policy guidance on Title IX is available on OCR's webpage at http://www.ed.gov/ocr/publications.html#TitleIX. In addition to the April 4, 2011, Dear Colleague Letter, OCR has issued the following resources that further discuss a school's obligation to respond to allegations of sexual harassment and sexual violence:

- Dear Colleague Letter: Harassment and Bullying (October 26, 2010), http://www2.ed.gov/about/offices/list/ocr/letters/colleague-201010.pdf
- *Sexual Harassment: It's Not Academic* (Revised September 2008), http://www2.ed.gov/about/offices/list/ocr/docs/ocrshpam.pdf
- *Revised Sexual Harassment Guidance: Harassment of Students by Employees, Other Students, or Third Parties* (January 19, 2001), http://www2.ed.gov/about/offices/list/ocr/docs/shguide.pdf

In addition to guidance from OCR, a school may also find resources from the Departments of Education and Justice helpful in preventing and responding to sexual violence:

- Department of Education's Letter to Chief State School Officers on Teen Dating Violence Awareness and Prevention (February 28, 2013)
  https://www2.ed.gov/policy/gen/guid/secletter/130228.html

- Department of Education's National Center on Safe Supportive Learning Environments
  http://safesupportivelearning.ed.gov/

- Department of Justice, Office on Violence Against Women
  http://www.ovw.usdoj.gov/

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SUBJECT

Board Policy IV.B. State Department of Education – First Reading

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures IV.B. State Department of Education

BACKGROUND/DISCUSSION

The Department of Education (Department) facilitates the process for review of various minimum subject matter content standards based on long established cycles. Following the review process, the standards are brought forward to the Board with recommended amendments for consideration. Following Board approval of the amendments the standards, as applicable, are then incorporated into administrative rule and move through the rulemaking process. The rulemaking process includes various stages of public comment and additional Board approvals.

The current process for review of the Idaho Content Standards consists of the following:

- Department staff pull together a group of Idaho educators applicable to the content area.
- The group reviews the standards and makes an initial determination that a recommendation for amendment(s) should be forwarded to the Board for consideration.
- Once it is determined that amendments to the standard is necessary, several standard writing meetings are conducted in which the group comes to consensus on the proposed amendments. Depending on the subject area additional meetings may be conducted to provide for broader input, or additional input may be solicited through the Departments website. All input is considered by the group prior to finalizing the recommendation.
- The amendments are then presented to the Board for consideration.

Standards that are incorporated into administrative rule by reference are then promulgated through the rule making process which provides for an additional opportunity for public input, following the adoption of the standards by the Board, during the proposed rule public comment period.

During the 2016 legislative session the Board office received input from legislators that they would like to see this process formalized by the Board and requested the Board consider including a required step for broader public input to the review committees recommendations prior to those recommendations being considered by the Board.

The proposed amendments to the policy removes outdated sections of the policy as well as sections that have been moved to Idaho code or administrative rule. The new subsections outline the current standards adoption process with the

addition of the public comment requirement prior to Board considerations or the recommendations, and a reporting requirement would allow Board staff to monitor when portions of the standards were reviewed and no recommendations for amendments were made.

IMPACT

The proposed policy will formally establish the process that is used for reviewing elementary and secondary standards that are approved by the Board.

ATTACHMENTS

Attachment 1 – Board Policy, IV.B. Department of Education, 1st Reading Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The proposed policy removes outdated sections of policy that are now contained in either Idaho code or administrative rule and formally establishes the standards review process.

Board staff recommends approval.

BOARD ACTION

I move to approve the first reading of Board Policy IV.B. State Department of Education as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: IV. ORGANIZATION SPECIFIC POLICIES AND PROCEDURES
Subsection: B. State Department of Education ~~December 2005~~June 2016

1. Purpose

   The State Department of Education is established by Section 33-125, Idaho Code, as an executive agency of the State Board of Education for elementary and secondary school matters.

2. State Superintendent of Public Instruction

   The State Superintendent of Public Instruction is an elected public official, serves as the executive secretary of the Board, and is the chief executive officer of the State Department of Education. The State Superintendent of Public Instruction (hereinafter known as the "superintendent") is responsible for carrying out the policies, procedures, and duties authorized by applicable state and federal statutes and the policies and procedures of the Board for the elementary and secondary schools in Idaho.

3. Department Organization

   The State Department of Education (hereinafter known as the "department") is organized in a manner as determined by the Board acting on recommendations by the superintendent.

4. General Scope of Department Responsibilities

   The department is responsible for public elementary and secondary school matters as provided by Title 33, Idaho Code, or as determined by the State Board of Education.

5. Consultant and Advisory Services

   The Board allows payments to be made to staff members of the department for consultative services to agencies or organizations other than the public elementary and secondary schools. Such payments may be in addition to the certified salary of the employee and be made during the periods for which any regular salary is paid, as determined by the superintendent. Consultative services must not interfere with the time or duties of the staff member for the department. Requests to undertake consultative services must be submitted to the superintendent or his or her designee and to the Board for prior approval.

6. Policy Manual for Idaho Public Schools

   The superintendent or his or her designee is responsible for the development, establishment, maintenance, and dissemination of the *State Board of Education Rules and Regulations for Public Schools K-12* as approved by the Board. The

procedures used to establish, amend, or otherwise modify the Policy Manual will be in accordance with Board policy and applicable state laws.

7. Internal Policies and Procedures

The superintendent, as the chief executive officer, may establish such additional policies and procedures for the internal management of the department as are necessary and in alignment with the Board policies, Administrative Code, and Idaho code.

8. Basic Educational Technology Standards for Continuing Educators

The proliferation of technology in our daily lives makes it essential that all students are provided an opportunity to become technologically literate. The State Board of Education has established a statewide goal that teachers and administrators be trained in the use of technology for education. This policy was created as a plan of action which provides recognition, encouragement and documentation of demonstrated competencies for educators and school districts by certificates of achievement and by school accreditation.

~~a. Requirements~~

~~By July 1, 1999, the Department of Education will develop and implement a system of accreditation standards and accountability and require reporting on certificated personnel demonstrating mastery of the required basic technology standards.~~

~~By July 1, 1999, all Idaho school districts will have in place a plan that ensures that at least 90% of certificated personnel will meet the technology standards for the school by the completion of the school year 2000-2001. After 2001, administrators, through their respective school districts, will be required to provide specific justification for any certificated personnel who have not met the technology standards.~~

~~By July 1, 1999, each public school must have educational technology competencies as part of the annual professional development plan for each certificated personnel employed by the district. The plan will support successful mastery of the required basic technology standards by the completion of the school year 2000-2001.~~

~~b. Procedures~~

~~Certificated personnel and school districts will be able to use the Idaho Technology Competency Exam, the Idaho Technology Portfolio Assessment, or another process which meets the approval of the State Board of Education to demonstrate the required basic technology competencies.~~

~~c. Technology Standards and Assessments~~

~~The standards will be based on the International Society for Technology in Education (ISTE) foundational standards. The assessments will include the Idaho Technology Competency Exam, the Idaho Technology Portfolio Assessment or another process which meets the approval of the State Board of Education. The approval process of an alternative assessment is as follows:~~

~~The proposed assessment will be presented to the Board staff who will collaborate with the state approved Colleges of Education to review the proposed assessment for validation and reliability to ensure that what is being required demonstrates mastery of the competencies of ISTE.~~

~~A recommendation will be made by the Board's staff to the Board based on the review.~~

~~d~~a. Accountability and Recognition

All state approved teacher education institutions or their trained designees (i.e., state department employees, district employees or community college faculty) will issue a State Certificate of Educational Technology Competency to those certificated personnel who have documented mastery of the required basic technology standards.

The State Department of Education will issue annually a State Certificate of a Technology School of Excellence to those schools documenting that at least 90% of the certificated staff have earned the State Certificate of Educational Technology Competency.

The State Department of Education will provide the State Board of Education an annual report on certificated personnel demonstrating mastery of the required basic technology standards by state, by district, and by school beginning with a baseline skill inventory that identifies the number of certificated personnel who have already demonstrated competency by the approved assessments. The results of this baseline will be available for Board review at the September 1998 Board meeting. Reports will continue annually on September 1999 through September of 2001 providing current data from the 1998-1999 school year and continuing through the 2000-2001 school year. The baseline and each annual report will include the following information by state, by district, and by school:

i. Total certificated personnel
ii. Total certificated personnel demonstrating technology competency
iii. Total certificated administrative personnel
iv. Total certificated administrative personnel demonstrating technology competency
v. Total certificated instructional personnel
vi. Total certificated instructional personnel demonstrating technology competency.

Information from the annual reports may be used to inform the citizens of Idaho of the relative standing of each school and each school district. The information

will also be used to give proper recognition to schools making excellent progress towards or achieving the Board's goal. The Board staff will evaluate the policy annually.

~~9. Reading Assessment Results~~

~~During the pilot or phase-in implementation period of the Reading Initiative assessments for grades K - 3, based on the standards of the Idaho Comprehensive Literacy Plan required by Idaho Code Section 33-1614, the Department of Education is directed to carry out the following.~~

~~a. Each school district must notify parents of children who score "Below Grade Level Proficiency" on either the fall or winter assessment. The notice will be sent each year and must include appropriate information about the district's remediation plans including:~~

~~i. Information about participation in a State Board approved extended time tutorial program. The program may be offered as an extended day, extended year, inter-session, or other configuration appropriate to the district;~~

~~ii. Notice that the school district may in some instances recommend in-grade retention for a student; and~~

~~iii. Notice of the development of a remediation plan individualized for the student who is promoted from third to fourth grade even though he or she may still be considered "Below Grade Level Proficiency" in reading.~~

~~b. Each school district must gather data to report by school and district to the Department of Education in such a way that it can be disaggregated to examine the progress of students by categories recognized as needing extra funding for success. The categories include limited English proficient (LEP), migrant, Hispanic, Native American, and those identified through criteria established by special education and Title I.~~

~~c. School districts having 25 percent or more of their K-3 student population assessed as "Below Grade Level Proficiency" by total average skill points on the Idaho Reading Indicator for any or all such grades will apply to the State Department of Education for technical assistance to develop a plan to improve reading performance in the areas of deficiency. Such applications will occur within 30 days of such notice and will be reported on forms provided by the State Department of Education.~~

9. Standards Approval

While maintaining a balance between the local control of school districts and the Idaho constitutional requirement for a uniform and thorough system of public education, the State Board of Education sets minimum standards to provide the framework through which our public school then provide educational opportunities to Idaho students. Prior to any standards being brought forward to the Board the

applicable stakeholders and the public shall be provided with an opportunity to provide feedback. All standards being brought to the Board for consideration shall include the standards themselves, a description of how feedback was solicited, and a summary of the feedback that was received. Amendments to existing standards shall also include a redlined version of the standards showing all amendments.

a. Content Standards

The Idaho Content Standards articulate the minimum knowledge a student is expected to know and be able to use within a content (subject) area at specific grade levels. Content standards are reviewed and updated on a rotating basis in relation to the curricular materials adoption schedule, but may be updated more frequently if an area is identified as needing to be updated in advance of that schedule. Content standards review will be scheduled such that the content standard is reviewed in the year prior to the scheduled curricular materials review. At a minimum all content areas, including those without corresponding curricular materials, will be reviewed every six (6) years and notification will be made to the Office of the State Board of Education of the review and if the review will result in amendments to the standard or if it was determined that no amendments are necessary for the review cycle. Career Technical Education (CTE) content standard reviews will be facilitated by the Division of Career Technical Education and must meet the same review requirements as academic content standards.

The content standards review process will include at a minimum:

i. A review committee consisting of Idaho educators with experience in the applicable content area. The committee shall be made up of elementary and secondary instructional staff and at least one postsecondary faculty member from a four-year institution and at least one from a two-year institution, at least one public school administrator, and at least one parent of school aged children or representative of an organization representing parents with school aged children. Instructional staff and postsecondary faculty members must have experience providing instruction in the applicable content area. Additional members may be included at the discretion of the Department. To the extent possible, representatives shall be chosen from a combination of large and small schools or districts and provide for regional representation.

ii. The review committee will make an initial determination regarding the need to update the standards.

iii. Based on the review, the committee shall meet to develop initial recommendations for the creation of new content standards or amendments to the existing content standards. The Department will provide multiple opportunities for public input on the draft recommendations including but not limited to the Department website and processes that allow for individuals in each region of the state to participate.

iv. Drafts of the recommended amendments will be made available to the public for comment for a period of not less than 20 days. At the close of the comment period the committee will finalize recommendations for Board consideration.

b. Standards for the Initial Certification of Professional School Personnel

The Standards for the Initial Certification of Professional School Personnel set the minimum standards certificated school personnel must meet in each certification and endorsement area to be eligible for certification or to receive subject area endorsements. Teacher preparation programs must be in alignment with these standards to be considered for approval or re-approval.

The standards are reviewed and updated based on a five (5) year cycle, where 20% of the standards are reviewed each year. Standards may be identified for review in advance of the five (5) year cycle, however, all standards must be reviewed every five (5) years. Reviews of CTE educator standards will be facilitated by the Division of Career Technical Education. The Professional Standards Commission (PSC) is responsible for reviewing and making recommendations to the Board on amendments or additions to the Standards for the Initial Certification of Professional School Personnel. The PSC will report annually to the Office of the State Board of Education the standards reviewed during the previous year and if that review resulted in recommendations for amendments or if no amendments were recommended during the review cycle.

IDAHO STATE UNIVERSITY

SUBJECT

Approval to change the name of Division of Health Sciences at Idaho State University to Kasiska Division of Health Sciences at Idaho State University.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures,
Section: I.K. Naming/Memorializing Building and Facilities

BACKGROUND/DISCUSSION

The Kasiska Family Legacy extends deep in the history of Idaho State University. It began with William F. Kasiska, who arrived in Pocatello, ID in 1880 with his wife, Mary. An astute businessman, William Kasiska invested in land, operated banks and ranches and served as Mayor of Pocatello. In 1999, the Kasiska Family Foundation agreed to participate in Idaho State University's first ever (and only to this point) Capital Campaign, "Creating Legacies," and completed annual gifts of $780,000 annually through 2009. This gift established the Kasiska College of Health Professions with total giving just over $16,000,000. Since that time, the Kasiska Family Foundation has reached a total of $17,046,636 in gifts to award scholarships and purchase equipment for the health related professions programs at Idaho State University (ISU), making it the single largest private donor in the history of the ISU Foundation. To date, 6,700 students have received Kasiska Scholarships, many of them now practicing health care professionals throughout Idaho, as well as around the world.

IMPACT

In 2010 all units at Idaho State University which align with the institution's medical mission were realigned to create the Division of Health Sciences, encompassing not only the now Kasiska School of Health Professions, but the School of Nursing, the College of Pharmacy, the School of Rehabilitation and Communication Sciences, the Office of Medical and Oral Health, the state of the art Meridian Health Science Center and fully operational medical clinics. Renaming the Division of Health Sciences is intended to extend the Kasiska Legacy to this Division, making it from this point forward the Kasiska Division of Health Sciences at Idaho State University.

ATTACHMENTS

Attachment 1 – Memorandum – Approval from President Vailas Page 3
Attachment 2 – Memorandum of Understanding Page 5

STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to Board policy I.K.1.b a building, facility or administrative unit may be named after individuals who were not former employees of the higher education system under the following conditions:

1. When deemed appropriate, a facility, building, or administrative unit may be given a nonfunctional name intended to honor and memorialize a specific individual who has made a distinguished contribution to the University.
2. Name for an individual in recognition of a gift.
   a) No commitment for naming shall be made to a prospective donor of a gift prior to Board approval of the proposed name.
   b) In reviewing requests for approval to name a facility, building, or administrative unit for a donor, the Board shall consider:
      i) The nature of the proposed gift and its significance to the institution;
      ii) The eminence of the individual whose name is proposed; and
      iii) The individual's relationship to the institution.

Board policy contemplates naming of facilities, buildings, or administrative units based on an individual's past contributions to the institution and not in exchange for a prospective contribution to the institution. The material provided includes a memorandum of understanding that would indicate the consideration of naming is a condition of a potential contribution and not based on the past contributions made to the university.

BOARD ACTION

I move to approve the request by Idaho State University to change the name of Division of Health Sciences at Idaho State University to Kasiska Division of Health Sciences at Idaho State University.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State
UNIVERSITY

Vice President for Finance and Administration
921 South 8th Avenue, Stop 8219 • Pocatello, Idaho 83209-8219

approved Arthur Vailas 3/15/16

March 15, 2016

Memorandum

TO: President Arthur C. Vailas

FROM: James A. Fletcher
Vice President for Finance and Administration

RE: Facility Name Designation Committee Recommendation

The Facility Name Designation Committee has reviewed a request submitted to rename the Division of Health Sciences to the Kasiska Division of Health Sciences at Idaho State University.

Because of the deep commitment of the Kasiska Family Foundation's support, in addition to the longevity and generosity of the support. The Kasiska Family Foundation is the single largest private donor in the history of the ISU Foundation. To date, 6,700 students have received Kasiska Scholarships, many of them now practicing health care professionals throughout Idaho, as well as around the world.

In 2010 all units at Idaho State University which align with the institution's medical mission were realigned to create the Division of Health Sciences, encompassing not only the now Kasiska School of Health Professions, but the School of Nursing, the College of Pharmacy, the School of Rehabilitation and Communication Sciences, the Office of Medical and Oral Health, the state of the art Meridian Health Science Center and fully operational medical clinics. This Memorandum of Understanding with the Kasiska Family Foundation is intended to extend the Kasiska Legacy to this Division, making it from this point forward the KASISKA DIVISION OF HEALTH SCIENCES at Idaho State University.

The committee is in agreement that this is a valid request and recommends that it be supported. A copy of the Memorandum of Understanding is attached for your review.

Board approval is required for this change and upon your approval, the proper paperwork will be submitted to the State Board of Education.

Phone: (208) 282-2404 • Fax: (208) 282-3414 • www.isu.edu
/SU is an EquCJ! Uppo1tunit v Emp!oyrr

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MEMORANDUM OF UNDERSTANDING

March 3, 2016

Proposed To: Kasiska Family Foundation Board of Managers

Proposed By: The Idaho State University Foundation, Inc.
Dr. Kent M. Tingey
Executive Director, ISU Foundation
Vice President for Institutional Advancement, Idaho State University

HISTORICAL INFORMATION

The Kasiska Family Legacy extends deep in the history of Idaho State University. It began with William F. Kasiska, who arrived in Pocatello, ID in 1880 with his wife, Mary. An astute businessman, William Kasiska invested in land, operated banks and ranches and served as Mayor of Pocatello. Through hard work, William and Mary Kasiska accumulated a significant estate, which they bequeathed equally to their daughters, Mabel and Eva.

After the passing of their father, Mabel and Eva carried forward the family enterprises. They carried, also, their father's devotion to service and philanthropy. In his memory, and in honor of his birthday, Mabel and Eva established a scholarship program at Idaho State College in December of 1949, funding scholarships for young women studying to become nurses. They continued to provide this support throughout their lifetimes, although records are not available to determine the exact level of support. In 1968 they founded the "ISU Scholarship Club" as a means to encourage others who may be capable of giving to support the student scholarships.

Eva and Mabel utilized the services of the Speech and Hearing Clinic at then Idaho State College, and developed a special relationship with the department and its Chair, Dr. Larry Sant. The Kasiska sisters purchased the audiology booths still in use today in the Speech and Hearing Clinic, and were especially generous in providing funds for equipment and scholarships benefitting that department.

Mabel passed away in 1976, and Eva lived until 1986. Eva established the Kasiska Family Foundation with her estate, and in August 1987 Wes Merrill, Neal Jordan and Edward Berrett met with Idaho State University President, Dr. Richard Bowen and presented a check in the amount of $108,750 to provide scholarships for students enrolled in the health professions. Ed Berrett described the meeting in his written history of the Kasiska Family Foundation:

> *"President Bowen had no prior knowledge that the university would receive such a sum, free and unfettered for use for student scholarships. He was even more surprised when he was told by Mr. Merrill, that a similar sum would be forthcoming every year for approximately 35 years from the Kasiska Family Foundation. Mr. Merrill explained that Eva Kasiska had created a family foundation for the purpose of giving scholarships to students at Idaho State University enrolled in a health related course of study. Merrill*

told Bowen that he, Jordan and Berrett were designated by the trust to be the initial board of managers."

At the time it was the largest cash gift ever received by Idaho State University and began a long tradition of support for the health professions.

In 1999, the Kasiska Family Foundation agreed to participate in Idaho State University's Capital Campaign, and completed annual gifts of $780,000 annually through 2009. This gift established the KASISKA COLLEGE OF HEALTH PROFESSIONS with total giving of just over $16,000,000. Since that time the Kasiska Family Foundation has given a total of $17,046,636 in gifts to award scholarships and purchase equipment for the health related professions programs at Idaho State University, making it the single largest private donor in the history of the ISU Foundation. To date, 6,700 students have received Kasiska Scholarships, many of them now practicing health care professionals throughout Idaho, as well as around the world.

In 2010 all units at Idaho State University which align with the institution's medical mission were realigned to create the Division of Health Sciences, encompassing not only the now Kasiska School of Health Professions, but the School of Nursing, the College of Pharmacy, the School of Rehabilitation and Communication Sciences, the Office of Medical and Oral Health, the state of the art Meridian Health Science Center and 22 fully operational medical clinics. This Memorandum of Understanding is intended to extend the Kasiska Legacy to this Division, making it from this point forward the KASISKA DIVISION OF HEALTH SCIENCES at Idaho State University.

TERMS OF GIFT AND ASSIGNMENT OF NAME:

(1) The Kasiska Family Foundation shall commit to continue support of the Idaho State University Division of Health Sciences to reach or exceed the minimum sum of $20,000,000 prior to or upon the termination of the Kasiska Family Foundation Trust. (Verified amounts contributed by Kasiska family members from before 1987 will be added to the total of the contribution by the Kasiska Family Foundation for the purpose of reaching the goal of $20,000,000).

(2) Idaho State University shall hereby name, in perpetuity (unless otherwise agreed by the parties in writing), the KASISKA DIVISION OF HEALTH SCIENCES to include the units which currently reside within the Division on the date of acceptance of this Memorandum of Understanding.

(3) Individual colleges, schools and programs within the KASISKA DIVISION OF HEALTH SCIENCES may, at a future date, be named individually.

(4) New colleges, schools or units related to health, including but not limited to colleges, schools or units supporting the medical mission of Idaho State University, may be

established in the future and, if so they may also reside within the KASISKA DIVISION OF HEALTH SCIENCES as determined solely by Idaho State University.

(5) The KASISKA DIVISION OF HEALTH SCIENCES name ("Kasiska Name") shall be used on letterhead in all units which reside within the Division of Health Sciences, according to the design protocols prescribed by the Marketing Materials and Communications Committee at Idaho State University. The KASISKA DIVISION OF HEALTH SCIENCES name will also appear on Division-wide, as well as Division unit, publications, media releases, web pages (including links to the ISU-Meridian webpages), advertisements, displays on doors or walls, and public information of every kind related to the Division or to any unit within the Division.

(6) The KASISKA DIVISION OF HEALTH SCIENCES name shall appear on the exterior of two specific facilities at Idaho State University:

a. Historic Gravely Hall is located in Pocatello on the "Quad" which currently houses the administrative offices of the proposed KASISKA DIVISION OF HEALTH SCIENCES. Should the administrative offices move to another location, the Kasiska Name will follow the administrative unit to the new facilities, and be removed from Gravely Hall.

b. The Kasiska Name shall appear on the wall located on Memorial Drive identifying the Laurence E. Gale Life Sciences Complex, which houses laboratories, classrooms and clinics from both the proposed KASISKA DIVISION OF HEALTH SCIENCES and the College of Science and Engineering, but which laboratories, classrooms and clinics support the curriculum of all health related programs. Should the laboratories, classrooms and clinics move to another location, the Kasiska Name will follow the laboratories, classrooms and clinics to the new facilities and be removed from the Laurence E. Gale Life Sciences Complex.

(7) The existing Division of Health Sciences has many strong degree offerings and programs at the ISU-Meridian Center. There are currently 10 programs of the KASISKA DIVISION OF HEALTH SCIENCES represented at ISU-Meridian, and there will be continued expansion of both the KASISKA DIVISION OF HEALTH SCIENCES programs in Meridian as well as other ISU programs. The Kasiska Name is to be reflected in the formal listings of faculty and staff that are employed by the KASISKA DIVISION OF HEALTH SCIENCES. In addition, all ISU-Meridian directories and electronic devices where the current "Division of Health Sciences" is listed, will now be listed as "The KASISKA DIVISION OF HEALTH SCIENCES." The Kasiska Name will also appear prominently on two interior walls within the ISU-Meridian Center, to be mutually agreed upon by Idaho State University and the Kasiska Family Foundation Board of Managers. If in the future signage is added which includes the name of a specific program or programs within the Division, the Kasiska name shall be included at that time. The Kasiska

Name shall appear prominently on the existing KASISKA DIVISION OF HEALTH SCIENCES websites including ISU-Meridian webpages.

(8) Depictions of how the Kasiska Name will appear on the buildings are attached hereto (see Attachment C).

(9) In the event that the Kasiska Division of Health Sciences is restructured, altered, or dissolved by future leadership, the Kasiska Name will be reassigned as mutually agreed upon by Idaho State University and the Kasiska Family Foundation Board of Managers with the intent of achieving a name which is equally prominent.

STEWARDSHIP AND REPORTING

(1) The Idaho State University Foundation shall announce the naming of the KASISKA DIVISION OF HEALTH SCIENCES at a media event unveiling the name at a location and time determined in concert with the Kasiska Family Foundation Board of Managers.

(2) The Idaho State University Foundation, in concert with the administration of the KASISKA DIVISION OF HEALTH SCIENCES, shall provide to the Board of Managers an annual report of the work and initiatives achieved and made possible through the support of the KASISKA FAMILY FOUNDATION.

(3) In recognition of the decades of support which began with William Kasiska, the Kasiska Family Foundation shall be the first recipient of the newly established Idaho State University Foundation Spirit of Philanthropy Award to be presented at the 2016 Gem Legacy Dinner scheduled for April 7, 2016.

(4) The Idaho State University Foundation shall work with the proposed KASISKA DIVISION OF HEALTH SCIENCES to ensure, in perpetuity (unless otherwise agreed by the parties in writing), proper recognition and publicity regarding the Kasiska Family Legacy of support and the tremendous impact which it has made and will continue to make on Idaho State University and its students.

It is mutually understood and agreed upon that the representatives of Idaho State University, the Idaho State University Foundation, and the Kasiska Family Foundation will work together in the spirit of philanthropy established by Eva Kasiska on behalf of the Kasiska Family, to advance the cause of deserving students seeking quality higher education in the health sciences through the KASISKA DIVISION OF HEALTH SCIENCES.

This Memorandum of Understanding does not preclude the Kasiska Family Foundation from considering future additional requests to further support the KASISKA DIVISION OF HEALTH SCIENCES.

Signatures are on the following page

IDAHO STATE UNIVERSITY

By: _____ _____
Dr. Kent Tingey — Date
Executive Director, ISU Foundation
Vice President for Institutional Advancement
Idaho State University

By: _____ _____
Dr. Linda Hatzenbuehler — Date
Executive Director and Vice-Provost
Division of Health Sciences, Idaho State University

By: _____ _____
Laura Woodworth-Ney — Date
Provost and Vice President for Academic Affairs
Idaho State University

ACCEPTED BY KASISKA FAMILY BOARD OF MANAGERS:

_____ _____
Alan K. Van Orden, Chairman and Member — Date

_____ _____
Dave R. Gallafent, Member — Date

_____ _____
Kirk E. Reeder, Member — Date

ATTACHMENT A

History of the gifts completed by the Kasiska Family Foundation
to the Idaho State University Foundation, Inc.

ATTACHMENT B

"THE KASISKA FAMILY FOUNDATION"

A History of the Kasiska Family by Edward J. Berrett
Founding Member of the Kasiska Family Foundation Board of Managers

ATTACHMENT D

Sample of KASISKA DIVISION OF HEALTH SCIENCES Administration Letterhead and Web Page

ATTACHMENT C

Representations of the KASISKA DIVISION OF HEALTH SCIENCES Name:

Gravely Hall
Idaho State University-Meridian Center
Laurence E. Gale Life Sciences Complex

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STATE DEPARTMENT OF EDUCATION
APRIL 14, 2016

TAB	DESCRIPTION	ACTION
1	**SUPERINTENDENT'S UPDATE**	Information Item
2	**TEMPORARY AND PROPOSED RULE - IDAPA 08.02.03.004 – RULES GOVERNING THOROUGHNESS, INCORPORATION BY REFERENCE – ISAT LEVEL DESCRIPTORS**	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, she will present Lee Posey, Federal Affairs Counsel, Education Committee, for the National Conference of State Legislatures who will give a presentation on the Every Student Succeeds Act.

ATTACHMENTS

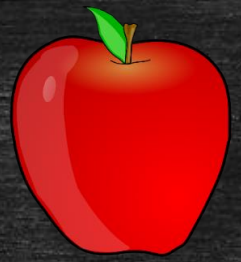
Attachment 1 – The Every Student Succeeds Act (ESSA): A briefing for Idaho, PowerPoint Presentation Page 3

BOARD ACTION

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

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The Every Student Succeeds Act (ESSA): A Briefing for Idaho

Lee Posey
State-Federal Relations Division
National Conference of State Legislatures

The Big News: ESEA REAUTHORIZED

- Last reauthorized as No Child Left Behind in 2002
- Problems with NCLB from a state perspective
  - Shifted a great deal of control to the federal government
  - Adequate Yearly Progress (AYP) metric, 100% proficiency, defined "highly qualified teachers"
  - States needed waivers to get out from under NCLB requirements
  - Race to the Top grants, waivers with their own federal requirements

The Big News: ESEA REAUTHORIZED

- House and Senate passed reauthorization bills this summer
- Conference committee adopted conference report 11/19 with only one dissenting vote
- House passage 12/2, 359-64
- Senate passage 12/9, 85-12
- Signed into law 12/10 as P.L. 114-95



Meet ESSA, the Every Student Succeeds Act

THE WALL STREET JOURNAL.

"…the largest devolution of federal control to the states in a quarter century."

?

So...what's in the bill for states?

- Provision for state legislative involvement
- Prohibitions on Secretarial/federal authority
- New approach for accountability
  - No more AYP!

Implementation Timeline

- ESEA flexibility waivers end as of 8/1/2016
- New state plans are developed in the 2016-2017 school year
- Full implementation in the 2017-2018 school year
- Continuing regulation and guidance from the U.S. Department of Education
  - You can ask the Department a question about ESSA at essa.questions@ed.gov
- Funding note: competitive funding for FY 2016 will flow under current law; FY 2017 dollars (2017-2018 school year) will flow through ESSA provisions

State Accountability Systems

- Required indicators
  - Academic achievement as measured by proficiency on annual assessments
  - Another measure of academic achievement
  - Progress of English Language Learners
  - A measure of school quality and student success
  - For high schools, graduation rates
- States must weigh the academic measures more heavily than the other indicators and will also need to incorporate test participation in their accountability system.

Assessments- new role, some flexibility

- Continues NCLB schedule of federally required statewide assessments; tests are less "high stakes" in the accountability system
- 95% participation rate
- federal law must recognize state law allowing parents to opt out, but those students still count against participation rate.
- 1% cap on alternative assessments
- New flexibility in assessment design
  - Use of nationally recognized high school assessment
  - Innovative assessment flexibility

Which schools require intervention?

- Schools that are in the bottom five percent
- Any high school failing to graduate 1/3 or more of their students
- Any school in which a subgroup of students is consistently underperforming

Provisions Regarding Subgroups of Students

- States must continue to disaggregate data by student subgroup at the state, LEA, and school level.
- State accountability systems must identify any school in which as subgroup of students is consistently underperforming for targeted support and improvement. Those subgroups are:
  - Economically disadvantaged students
  - Students from major racial and ethnic groups
  - Children with disabilities
  - English learners

What kind of support do states have for school and student support?

- New Student Support and Academic Enrichment Grants
- Increased amount of Title 1 funding to be used for school improvement (instead of the NCLB School Improvement Grants)
  - Set aside for school improvement is the greater of 7% of Title I grants to LEAs or the amount of SIG funding for FY 2016 plus 4% of Title I grants.
  - School improvement funds can be sent to LEAs by formula or through a competitive process.

New Student Support and Academic Enrichment (SSAE) Grants

- Purposes
  - Provide all students with access to a well-rounded education;
  - Improve school conditions for student learning; and
  - Improve the use of technology in order to improve the academic achievement and digital literacy of all students
- Idaho
  - Estimated to receive $8,003,000 in FY 2017 (source: FFIS)

Other Title I Issues

- Portability…not in the bill, but there's a weighted student funding pilot that could allow some districts to experiment
- No formula change, but will study
- Accountability provisions for English Language Learners moved to Title I (previously Title III)

Title II Changes

- Formula for Part A (Supporting Effective Instruction) grants amended
  - Gradual shift from 65% based on share of children in poverty and 35% based on share of children overall
  - 80% based on share in poverty and 20% overall by FY 2020
- Gradually eliminates hold harmless allotment (by FY 2023)
- Idaho
  - Estimated impact of formula, hold harmless change from FY 2017 to FY 2023
  - Increase of 4.0%
  - From $10,867,000 in FY 2015 (actual) to $ 11,303,000 in FY 2023 (estimated)

Other Programs in ESSA

- Education of Migrant Children
- Education of Neglected, Homeless, or Delinquent Youth
- Language instruction for English Language Learners and Immigrant Students
- Impact Aid
- Rural Education

Other Programs in ESSA (continued)

- Indian, Native Hawaiian, and Alaska Native Education programs
- McKinney-Vento Education for Homeless Children and Youth
- 21st Century Schools/Promise Neighborhoods/Community Learning Centers
- Magnet Schools
- Charter Schools

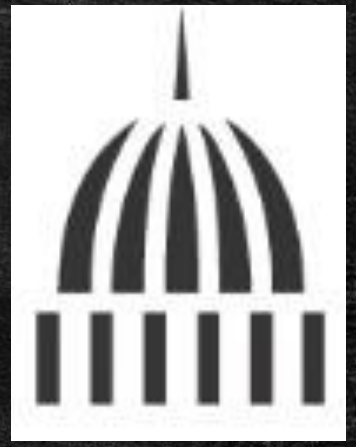
Early Education Provisions

- Preschool development grants-- $250 million
- Literacy grants allowable use
- Other uses of Title I through IV funding for early education

QUESTIONS? COMMENTS?

Lee Posey
Federal Affairs Counsel
202-624-8196
lee.posey@ncsl.org

Ben Schaefer
Policy Specialist
202-624-8667
ben.schaefer@ncsl.org



SUBJECT

Temporary and Proposed Rule - IDAPA 08.02.03.004, Rules Governing Thoroughness, Incorporation by Reference and the ISAT Achievement Level Descriptors

REFERENCE

December 18, 2014	State Board approved the Idaho Academic Achievement Standards, including the Proficiency Level Descriptors and ISAT achievement levels at each proficiency level for grades 3-8 and 11.
February 19, 2015	State Board approved the Idaho Academic Achievement Standards, including the Proficiency Level Descriptors and ISAT achievement levels at each proficiency level for grades 9 and 10; and approved a temporary rule incorporating by reference into IDAPA 08.02.03.004 the ISAT Achievement Standards approved on December 18, 2014.
June 18, 2015	State Board approved a proposed rule amendment to IDAPA 08.02.03.004 incorporating the Idaho Academic Achievement Standards, including Proficiency Level Descriptors and the Idaho Standards Achievement Tests achievement levels for grades 3-11 in mathematics and English language arts.
August 13, 2015	State Board approved the Academic Achievement Standards adding the recommended End of Course proficiency levels for science. An amendment to the June 2015 proposed rule was approved.

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-105 and 33-1612, Idaho Code
IDAPA 08.02.03.111.06 – Rules Governing Thoroughness – Assessment in the Public Schools

BACKGROUND/DISCUSSION

The State Board of Education approved the Idaho Academic Achievement Standards, including the Proficiency Level Descriptors and the Idaho Standards Achievement Test (ISAT) achievement levels, initially for grades 3-8 and 11 at the December 18, 2014, Special Board meeting. At this time, the same information was not available for grades 9 and 10. The Department of Education brought back the Idaho Academic Achievement Standards, including the Proficiency Level Descriptors at each proficiency level for each grade at the February 19, 2015, Board meeting, and incorporated them by reference into a temporary rule at that time. On August 13, 2015, Achievement Level Descriptors for the End of Course Assessments in science were approved by the State Board along with an amendment to the proposed rule passed in June 2015. These

updates to the docket were never published in the Administrative Bulletin. In January 2016, the State Department of Education requested the proposed rule be rejected by the Legislature since it did not accurately reflect the Board's actions and was invalid.

At the winter Multi-Agency Assessment Consortium Meeting, the American Institutes for Research agreed to modify the lowest and highest possible scores (LOSS/HOSS). The spring 2016 ISAT test window is now open, and districts have until May 20, 2016, to complete testing.

This temporary and proposed rule would change the approval date of the incorporated by reference document. In addition, the rule would change the term "standards" to "level descriptors" to clarify the description and avoid confusion. The ISAT Achievement Level Descriptors document has been reformatted for easier use and reflects the new LOSS/HOSS scores. Also added are defined descriptors for mathematics grades 9 and 10. Because the English Language Arts/Literacy test is the same for all high school grades, there are no other descriptors for Grade 9 and 10 other than the ones for Grade 11. Removed from the document was background information concerning the establishment of cut-scores and not necessary for inclusion in the incorporated document.

IMPACT

It is necessary to approve this temporary and proposed rule now in order to score the spring assessments. If this rule is not approved, the standards approved in May 2007, which are no longer valid, would still be in effect. This would impact the entire ISAT and Science End-of-Course assessments and affect Idaho's ability to meet federal requirements.

ATTACHMENTS

Attachment 1 – Temporary and Proposed Rule changes to IDAPA 08.02.03.004, Rules Governing Thoroughness Page 5
Attachment 2 – ISAT Achievement Level Descriptors Page 7

STAFF COMMENTS AND RECOMMENDATIONS

Temporary rules go into effect at the time of Board approval unless an alternative effective date is specified by Board action. To qualify as a temporary rule, the rule must meet one of three criteria: provides protection of the public health, safety, or welfare; or is to come into compliance with deadlines in amendments to governing law or federal programs; or is conferring a benefit. This rule qualifies as temporary rules as it can be argued that it confers a benefit. Due to the publication error last year the pending rule could not be considered by the legislature and current ISAT Achievement Level Descriptors were not updated to bring them in alignment with the ISAT. The temporary rule that was in place during the 2015 Spring administration of the ISAT expired and the end of the session. Without updated Achievement Level Descriptors proficiently levels will not be able to be accurately calculated for Idaho students.

Proposed rules have a 21 day comment period prior to returning to the Board for consideration as a pending rule. Based on received comments and Board direction, changes may be made to proposed rules prior to entering the pending stage. All Pending rules will be brought back to the Board for approval prior to submittal to the Department of Administration for publication in the Idaho Administrative Rules Bulletin as a pending rule. Pending rules become effective at the end of the legislative session in which they are submitted unless rejected by the legislature.

BOARD ACTION

I move to approve the Idaho Standards Achievement Tests Achievement Level Descriptors as submitted in Attachment 2.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to approve the Temporary and Proposed Rule amendment to IDAPA 08.02.03.004.05 Rules Governing Thoroughness, Incorporation By Reference, as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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IDAPA 08
TITLE 02
CHAPTER 03

08.02.03 - RULES GOVERNING THOROUGHNESS

004. INCORPORATION BY REFERENCE.
The following documents are incorporated into this rule: (3-30-07)

(BREAK IN CONTINUITY OF SUBSECTIONS.)

05. The Idaho Standards Achievement Tests (ISAT) Achievement ~~Standards~~ Level Descriptors. Achievement ~~Standards~~ Level Descriptors as adopted by the State Board of Education on ~~May 30, 2007~~ April 14, 2016. Copies of the document can be found on the State Board of Education website at www.boardofed.idaho.gov. ~~(4-2-08)~~(4-14-16T)

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Idaho Standards Achievement Tests

Achievement Level Descriptors

English Language Arts, Mathematics, and High School End-of-Course Assessments for Chemistry and Biology

IDAPA 08.02.03.004.05

As approved by the Idaho State Board of Education April 14, 2016.

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Achievement Level

English Language Arts and Mathematics Cut Scores

Grade Level	Level 1		Level 2		Level 3		Level 4	
ELA	From	To	From	To	From	To	From	To
3	~~2000~~ 2001	2366	2367	2431	2432	2489	2490	~~2636~~ 2811
4	~~2198~~ 2032	2415	2416	2472	2473	2532	2533	~~2690~~ 2867
5	~~2239~~ 2056	2441	2442	2501	2502	2581	2582	~~2724~~ 2916
6	~~2259~~ 2079	2456	2457	2530	2531	2617	2618	~~2748~~ 2937
7	~~2268~~ 2082	2478	2479	2551	2552	2648	2649	~~2768~~ 2964
8	~~2292~~ 2097	2486	2487	2566	2567	2667	2668	~~2790~~ 2989
9	2102	2487	2488	2570	2571	2669	2670	3032
10	2102	2490	2491	2576	2577	2676	2677	3032
11	~~2209~~ 2102	2492	2493	2582	2583	2681	2682	~~3000~~ 3032
Math	From	To	From	To	From	To	From	To
3	~~2000~~ 2071	2380	2381	2435	2436	2500	2501	~~2613~~ 2762
4	~~2255~~ 2090	2410	2411	2484	2485	2548	2549	~~2663~~ 2834
5	~~2265~~ 2095	2454	2455	2527	2528	2578	2579	~~2710~~ 2891
6	~~2263~~ 2103	2472	2473	2551	2552	2609	2610	~~2752~~ 2911
7	~~2243~~ 2108	2483	2484	2566	2567	2634	2635	~~2789~~ 2964
8	~~2239~~ 2113	2503	2504	2585	2586	2652	2653	~~2819~~ 2993
9	2118	2514	2515	2598	2599	2675	2676	3085
10	2118	2528	2529	2613	2614	2696	2697	3085
11	~~2242~~ 2118	2542	2543	2627	2628	2717	2718	~~3000~~ 3085

High School End-of-Course

Chemistry and Biology Cut Scores

EOC	Below Basic		Basic		Proficient		Advanced	
Chemistry	From	To	From	To	From	To	From	To
	116	187	188	199	200	216	217	283
Biology	From	To	From	To	From	To	From	To
	116	193	194	199	200	213	214	282

Threshold Achievement Level Descriptors
Grade 3 English Language Arts/Literacy

The student who just enters Level 2 should be able to:	
READING Literary Text Targets 1–7	• Use some details and information from text to partially support answers or basic inferences. • In texts of low-to-moderate complexity, summarize central ideas, key events, or the sequence of events presented in a text. • In texts of low-to-moderate complexity, determine intended meaning of words through context, relationships, structure, or resources. • In texts of low-to-moderate complexity, explain his or her inferences about characters, feelings, and author's message. • Explain how information is presented or connected within or across texts of low-to-moderate complexity. • Specify or compare relationships across texts of low-to-moderate complexity. • Demonstrate knowledge of text structures or text features in texts of low-to-moderate complexity. • Interpret use of language by distinguishing literal from non-literal meanings of words or phrases used in context in texts of low-to-moderate complexity.
READING Informational Text Targets 8–14	• Use some details and information from text to partially support answers or basic inferences. • In texts of low-to-moderate complexity, summarize central ideas, key events, or the sequence of events presented in a text. • In texts of low-to-moderate complexity, determine intended meaning of words through context, relationships, structure, or resources. • In texts of low-to-moderate complexity, explain his or her inferences about characters, feelings, and author's message. • Explain how information is presented or connected within or across texts of low-to-moderate complexity. • Specify or compare relationships across texts of low-to-moderate complexity. • Demonstrate knowledge of text structures or text features in texts of low-to-moderate complexity. • Interpret use of language by distinguishing literal from non-literal meanings of words or phrases used in context in texts of low-to-moderate complexity.

Threshold Achievement Level Descriptors
Grade 3 English Language Arts/Literacy

WRITING Targets 1–10	• Write or revise one simple-structure paragraph, demonstrating some awareness of narrative techniques, chronology, appropriate transitional strategies for coherence, or author's craft appropriate to purpose. • Write simple complete compositions, demonstrating some narrative techniques: chronology, transitional strategies for coherence, structure, or author's craft with possible demonstration of purpose.0 • Write or revise one simple-structure informational/explanatory paragraph, demonstrating some awareness of how to organize ideas by stating focus, including transitional strategies for coherence, supporting details, or a conclusion. • Write or revise, simple informational/explanatory texts on a topic, occasionally attending to purpose and audience, organizing ideas by stating a focus, including structures and transitional strategies for coherence, including some supporting details and a conclusion. • Show some awareness of how to use text features in information texts to enhance meaning with minimal support (e.g., directive or general feedback). • Write or revise one simple-structure paragraph demonstrating ability to state an opinion about a topic or source, set a context, loosely organize ideas using linking words, develop some supporting reasons, or provide a partial conclusion. • Write simple complete opinion pieces, demonstrating some ability to state opinions about topics or sources, attend to purpose and audience, organize ideas by stating a context and focus, include structures and transitional strategies for coherence, develop few supporting reasons, and provide a conclusion. • With some support (e.g., directive and general feedback), use language and vocabulary that is appropriate to the purpose and audience when revising or composing texts. • Apply or edit grade-appropriate grammar, usage, and mechanics to clarify a message and edit narrative, informational, and opinion texts. • Use tools of technology to produce texts with minimal support (e.g., whole broken into parts).
SPEAKING/ LISTENING Target 4	• Interpret or use information delivered orally or audio-visually with some support (e.g., repeated listening or viewing).

Threshold Achievement Level Descriptors
Grade 3 English Language Arts/Literacy

The student who just enters Level 3 should be able to:	
READING Literary Text Targets 1–7	• Use explicit details and information from texts of moderate complexity to support answers or basic inferences. • Identify or summarize central ideas, key events, or sequence of events presented in texts of moderate complexity. • Determine intended meaning of words through context, relationships, structure, or resources in texts of moderate complexity. • Interpret and explain inferences and author's message and distinguish point of view in texts of moderate complexity. • Specify and compare or contrast relationships across texts of moderate complexity. • Demonstrate knowledge of text structures or text features to obtain, interpret, explain, or connect information in texts of moderate complexity. • Interpret use of language by distinguishing literal from non-literal meanings of words or phrases used in context in texts of moderate complexity.
READING Informational Text Targets 8–14	• Use explicit details and information from texts of moderate complexity to support answers or basic inferences. • Identify or summarize central ideas, key events, or sequence of events presented in texts of moderate complexity. • Determine intended meaning of words through context, relationships, structure, or resources in texts of moderate complexity. • Interpret and explain inferences and author's message and distinguish point of view in texts of moderate complexity. • Specify and compare or contrast relationships across texts of moderate complexity. • Demonstrate knowledge of text structures or text features to obtain, interpret, explain, or connect information in texts of moderate complexity. • Interpret use of language by distinguishing literal from non-literal meanings of words or phrases used in context in texts of moderate complexity.

Threshold Achievement Level Descriptors
Grade 3 English Language Arts/Literacy

WRITING Targets 1–10	• Write or revise one paragraph, demonstrating narrative techniques, chronology, appropriate transitional strategies for coherence, or author's craft appropriate to purpose. • Write full compositions, demonstrating narrative techniques: chronology, transitional strategies for coherence, or author's craft with minimal demonstration of purpose. • Write or revise one or more informational/explanatory paragraphs, demonstrating ability to organize ideas by stating focus, including transitional strategies for coherence, supporting details, or a conclusion. • Use text features in information texts to enhance meaning without support. • Write or revise one or more paragraphs, demonstrating ability to state an opinion about a topic or source, set a context, organize ideas using linking words, develop supporting reasons, or provide an appropriate conclusion. • Write full opinion pieces, demonstrating ability to state opinions about topics or sources, attend to purpose and audience, organize ideas by stating a context and focus, include structures and transitional strategies for coherence, develop supporting reasons, and provide a conclusion. • Without support, use grade-level vocabulary appropriate to the purpose and audience when revising and composing text. • Apply or edit grade-appropriate grammar, usage, and mechanics to clarify a message and edit narrative, informational, and opinion texts. • Without support, use tools of technology to produce texts.
SPEAKING/ LISTENING Target 4	Interpret and use information delivered orally or audio-visually without support.
The student who just enters Level 4 should be able to:	
READING Literary Text Targets 1–7	• Use explicit details and information from the text to support answers and basic inferences in highly complex texts. • Identify and summarize central ideas, key events, or the sequence of events presented in highly complex texts. • Determine intended meaning of words through context, relationships, structure, or resources in highly complex texts. • Use evidence to interpret and explain inferences and distinguish point of view from that of the narrator/character in highly complex texts. • Specify, compare, and contrast relationships across highly complex texts. • Demonstrate knowledge of text structures and text features to interpret or explain/connect information in highly complex texts. • Begin to interpret use of language by distinguishing literal from non-literal meanings of words or phrases used in context in highly complex texts.

Threshold Achievement Level Descriptors
Grade 3 English Language Arts/Literacy

READING Informational Text Targets 8–14	• Use explicit details and information from the text to support answers and basic inferences in highly complex texts. • Identify and summarize central ideas, key events, or the sequence of events presented in highly complex texts. • Determine intended meaning of words through context, relationships, structure, or resources in highly complex texts. • Use evidence to interpret and explain inferences and distinguish point of view from that of the narrator/character in highly complex texts. • Specify, compare, and contrast relationships across highly complex texts. • Demonstrate knowledge of text structures and text features to interpret or explain/connect information in highly complex texts. • Begin to interpret use of language by distinguishing literal from non-literal meanings of words or phrases used in context in highly complex texts.• Evaluate or interpret the impact/intent of literary devices or connotative meaning of words and phrases used in context and the impact of those word choices on reader interpretation of texts of high complexity.
WRITING Targets 1–10	• Begin to write or revise one or more complex paragraphs, demonstrating specific narrative techniques, chronology, appropriate transitional strategies for coherence, and author's craft appropriate to purpose. • Begin to write full, complex compositions, demonstrating specific narrative techniques: chronology, appropriate transitional strategies for coherence, structure, and author's craft appropriate to purpose. • Begin to write or revise one or more complex informational/explanatory paragraphs, demonstrating ability to organize ideas by stating focus, including appropriate transitional strategies for coherence, supporting details, and an appropriate conclusion. • Begin to write or revise one or more complex paragraphs, demonstrating ability to state opinions about topics or sources, set a context, organize ideas using linking words or phrases, develop supporting reasons, or provide an appropriate, strong conclusion. • Begin to write complex opinion pieces, demonstrating ability to state opinions about topics or sources, attend to purpose and audience, organize ideas by stating a context and focus, include structures and appropriate transitional strategies for coherence, develop supporting reasons, and provide an appropriate conclusion. • Begin to use complex language and vocabulary appropriate to the purpose and audience when revising and composing texts. • Begin to apply or edit appropriately complex grammar, usage, and mechanics to clarify a message and edit narrative, informational, and opinion texts. • Begin to use multiple tools of technology to produce texts.
SPEAKING/ LISTENING Target 4	• Begin to critically interpret and use information delivered orally or audio-visually.

Threshold Achievement Level Descriptors
Grade 4 English Language Arts/Literacy

The student who just enters Level 2 should be able to:	
READING Literary Text Targets 1–7	• Use some details and information from the text to minimally support answers and inferences in texts of low-to-moderate complexity. • Identify or summarize some central ideas/key events in texts of low-to-moderate complexity. • Determine the intended meanings of some words, including words with multiple meanings, based on context, word relationships, word structure, and use of resources, with support in texts of low-to-moderate complexity. • Use supporting evidence to justify/explain own inferences in texts of low-to-moderate complexity. • Interpret, specify, or compare how information is presented across texts of low-to moderate complexity. • Relate partial knowledge of text structures, genre-specific features, or formats to obtain, interpret, explain, or connect information within texts of low-to-moderate complexity. • Determine some figurative language, literary devices, or connotative meanings of words and phrases used in context in texts of low-to-moderate complexity.
READING Informational Text Targets 8–14	• Identify some details and information from the text to support answers or basic inferences about information presented in texts of low-to-moderate complexity. • Identify some central ideas, key events, and procedures with support. • Determine intended meanings of some words, academic words, domain-specific words, and words with multiple meanings, based on context, word relationships, word structure, or partial reliance on use of resources in texts of low-to-moderate complexity. • Provide some supporting evidence to justify or interpret how information is presented in texts of low-to-moderate complexity. • Interpret, explain, or connect information presented within or across texts of low-to-moderate complexity. • Relate knowledge of some text structures or text features to obtain, interpret, or explain information in texts of low-to-moderate complexity. • Determine some figurative language/literary devices or connotative meanings of words and phrases used in context and partially explain the impact of those word choices on meaning and tone in texts of low-to-moderate complexity.

Threshold Achievement Level Descriptors
Grade 4 English Language Arts/Literacy

WRITING Targets 1–10	• Write or revise one simple-structure paragraph, demonstrating some awareness of narrative techniques, chronology, appropriate transitional strategies for coherence, or author's craft. • Write simple complete compositions, occasionally demonstrating narrative techniques, appropriate transitional strategies for coherence, or author's craft. • Write or revise one simple-structure informational/explanatory paragraph, demonstrating some awareness of how to organize ideas by stating a focus, include transitional strategies for coherence or supporting evidence and elaboration, or write body paragraphs with a conclusion. • Write simple informational/explanatory text on a topic, occasionally attending to purpose and audience; using minimal organization of ideas by stating a focus; including structures and transitional strategies for coherence; and including evidence, elaboration, and a conclusion. • With some support (e.g., directive and general feedback), show some awareness of how to use text features in informational texts to enhance meaning. • Write or revise one simple paragraph, demonstrating a limited ability to state opinions about topics or sources, including few organized ideas, loosely developed evidence/reasons and elaboration, and an undeveloped conclusion. • Write simple opinion pieces demonstrating some ability to state opinions about a topic or source, minimally attending to purpose and audience; organize few ideas by stating a context and focus; include some structures and transitional strategies for coherence; include few supporting reasons/evidence; and include a conclusion. • With some support (e.g., directive or general feedback) show some awareness of how to use language and vocabulary appropriate to purpose and audience when revising or composing texts. • Apply or edit grade-appropriate grammar, usage, and mechanics to clarify a message and edit narrative, informational, and opinion texts with support (e.g., grammar aids). • Use tools of technology to gather information, make revisions, or produce texts with support (e.g., whole broken into parts).
SPEAKING/ LISTENING Target 4	• Interpret and use information delivered orally or audio-visually with support (e.g., some directive feedback).
RESEARCH/ INQUIRY Targets 1–4	• Conduct short simple research projects to answer single-step questions or to investigate and paraphrase different aspects of a narrow topic or concept. • Locate some information to support ideas and select some information from data or print and non-print text sources. • Distinguish relevant-irrelevant information with support (e.g., some directive feedback). • Generate some conjectures or opinions.

Threshold Achievement Level Descriptors
Grade 4 English Language Arts/Literacy

The student who just enters Level 3 should be able to:	
READING Literary Text Targets 1–7	• Use details and information from texts of moderate complexity to support answers and inferences. • Identify or summarize central ideas/key events in texts of moderate complexity. • Begin to determine the intended meanings of words, including words with multiple meanings, based on context, word relationships, word structure, and use of resources in texts of moderate complexity. • Use supporting evidence to justify/explain own inferences in texts of moderate complexity. • Interpret, specify, or compare how information is presented across texts of moderate complexity. • Begin to relate knowledge of text structures, genre-specific features, or formats to obtain, interpret, explain, or connect information within texts of moderate complexity. • Determine or interpret figurative language, literary devices, or connotative meanings of words and phrases used in context and partially explain the impact of those word choices on meaning and tone in texts of moderate complexity.
READING Informational Text Targets 8–14	• Identify details and information from texts of moderate complexity to support answers or basic inferences about information presented and provided. • Identify or summarize central ideas, key events, and procedures in texts of moderate complexity. • Determine intended meanings of words, academic words, domain-specific words, and words with multiple meanings, based on context, word relationships, word structure, or use of resources, with primary focus on the academic vocabulary common to texts of moderate complexity. • Use supporting evidence to justify or interpret how information is presented or integrated in texts of moderate complexity. • Interpret, explain, or connect information presented within or across texts of moderate complexity. • Relate knowledge of text structures or text features to obtain, interpret, explain, or integrate information in texts of moderate complexity. • Determine or interpret figurative language/literary devices or connotative meanings of words and phrases used in context and explain the impact of those word choices on meaning and tone in texts of moderate complexity. • Use supporting evidence to justify or interpret how information is presented or integrated in texts of moderate complexity. • Interpret, explain, or connect information presented within or across texts of moderate complexity. • Relate knowledge of text structures or text features to obtain, interpret, explain, or integrate information in texts of moderate complexity. • Determine or interpret figurative language/literary devices or connotative meanings of words and phrases used in context and explain the impact of those word choices on meaning and tone in texts of moderate complexity.

Threshold Achievement Level Descriptors
Grade 4 English Language Arts/Literacy

WRITING Targets 1–10	• Write or revise one paragraph, demonstrating narrative techniques, chronology, appropriate transitional strategies for coherence, and begin to use author's craft with appropriate purpose. • Write full compositions, demonstrating specific narrative techniques, appropriate transitional strategies for coherence, and begin to use author's craft with limited purpose. • Write one full informational/explanatory paragraph, demonstrating ability to organize ideas by stating a focus, including transitional strategies for coherence or supporting evidence and elaboration, and begin to write body paragraphs appropriate to a purpose and audience. • Write informational/explanatory texts on a topic, attending to purpose and audience; organize ideas by stating a focus; include structures and transitional strategies for coherence; include supporting evidence and elaboration; and begin to develop a complete conclusion. • Use some text features in informational text to enhance meaning without support. • Write or revise one paragraph, demonstrating ability to state opinions about topics or sources, set loose context, minimally organize ideas, develop evidence/reasons and elaboration, and develop a conclusion with limited purpose and audience. • Write opinion pieces, demonstrating ability to state opinions about topics or sources, attending to purpose and audience; organize ideas by stating a context and focus; include structures and transitions for coherence; include some supporting evidence/reasons and elaboration; and develop an appropriate conclusion. • Strategically use language and vocabulary appropriate to purpose and audience when revising or composing texts without support. • Apply or edit grade-appropriate grammar, usage, and mechanics to clarify a message and edit narrative, informational, and opinion texts without support. • Use tools of technology to gather information, make revisions, or produce texts.
SPEAKING/ LISTENING Target 4	• Interpret and use information delivered orally or audio-visually without support.
RESEARCH/ INQUIRY Targets 1–4	• Conduct short, limited research projects to answer multi-step questions, or to investigate and paraphrase different aspects of a broader topic or concept. • Locate information to support central ideas and subtopics and select information and partially integrate information from data or print and non-print sources. • Distinguish relevant-irrelevant information without support. • Generate partial conjectures or opinions and include partial evidence to support them based on evidence collected.

Threshold Achievement Level Descriptors
Grade 4 English Language Arts/Literacy

The student who just enters Level 4 should be able to:	
READING Literary Text Targets 1–7	• Use explicit details and implicit information from the text to support answers and inferences in highly complex texts. • Begin to consistently identify and summarize central ideas/key events in highly complex texts. • Begin to determine the intended meanings of words, including words with multiple meanings, based on context, word relationships, word structure, and use of resources in highly complex texts. • Begin to use extensive supporting evidence to justify/explain own inferences in depth in highly complex texts. • Begin to use extensive detail to interpret, specify, or compare how information is presented across highly complex texts. • Relate knowledge of text structures, genre-specific features, or formats to obtain, interpret, explain, or connect information within highly complex texts. • Begin to determine and interpret figurative language, literary devices, or connotative meanings of words and phrases used in context and explain the impact of those word choices on meaning and tone in highly complex texts.
READING Informational Text Targets 8–14	• Begin to identify and explain explicit details and implicit information from highly complex texts to support answers and inferences about information presented and provided. • Identify and summarize central ideas, key details, and procedures in highly complex texts. • Begin to determine the intended meanings of words, academic words, domain-specific words, and words with multiple meanings, based on context, word relationships, word structure, or use of resources, with primary focus on the academic vocabulary common to highly complex texts. • Begin to use detailed supporting evidence to justify or interpret how information is presented and integrated in highly complex texts. • Begin to interpret, explain, or connect information presented within or across highly complex texts. • Begin to relate knowledge of text structures or text features to obtain, interpret, explain, and integrate information in highly complex texts. • Begin to determine or interpret figurative language/literary devices or connotative meanings of words and phrases used in context and the impact of those word choices on meaning and tone in highly complex texts.

Threshold Achievement Level Descriptors
Grade 4 English Language Arts/Literacy

WRITING Targets 1–10	• Begin to write or revise one or more complex paragraphs, demonstrating specific narrative techniques, chronology, appropriate transitional strategies for coherence, or author's craft appropriate to purpose. • Begin to write full complex compositions, demonstrating, specific narrative techniques, appropriate transitional strategies for coherence, and author's craft appropriate to purpose. • Begin to write or revise more than one complex informational/explanatory paragraph, demonstrating ability to including appropriate transitional strategies for coherence or supporting evidence and elaboration, and writing body paragraphs with a conclusion appropriate to purpose and audience. • Begin to write full, complex informational/explanatory texts on a topic, attending to purpose and audience; organize ideas by stating a focus; include structures and appropriate transitional strategies for coherence; and include strong supporting details and a well- developed, appropriate conclusion. • Begin to use text features in information texts to enhance meaning. • Begin to write or revise more than one complex paragraph, demonstrating ability to state opinions about topics or sources, set a context, efficiently organize ideas, develop strong supporting evidence/reasons and elaboration, and develop an appropriate, strong conclusion. • Begin to write complex opinion pieces, clearly demonstrating ability to state opinions about topics or sources, attending to purpose and audience; efficiently organize ideas by stating a context and focus; include more complex structures and appropriate transitional strategies for coherence; develop strong supporting evidence/reasons; and provide an appropriate, well-developed conclusion. • Begin to strategically use language and vocabulary appropriate to purpose and audience when revising or composing complex texts. • Begin to apply or edit appropriate grammar, usage, and mechanics to clarify a message and edit narrative, informational, and opinion texts. • Begin to use multiple tools of technology to gather information, make revisions, or produce texts.
SPEAKING/ LISTENING Target 4	• Begin to critically interpret and use information delivered orally or audio-visually.
RESEARCH/ INQUIRY Targets 1–4	• Begin to conduct research projects to answer multi-step questions or to investigate and paraphrase different aspects of a broader topic or concept. • Begin to locate information to support central ideas and subtopics and select and integrate critical information from two or more data or print and non-print text sources. • Begin to distinguish relevant-irrelevant information. • Begin to generate strong conjectures or opinions and cite relevant evidence to support them based on evidence collected and analyzed.

Threshold Achievement Level Descriptors
Grade 5 English Language Arts/Literacy

The student who just enters Level 2 should be able to:	
READING Literary Text Targets 1–7	• Cite some textual evidence to support conclusions drawn from texts of low-to-moderate complexity. • Use some explicit and limited implicit information to support emerging inferences or analyses. • Partially summarize central ideas and some key events. • Determine the intended meaning of some grade-appropriate words, including academic and domain-specific words within context. • Use some supporting evidence to justify interpretations of information presented or indicate how information is integrated in one or more texts. • Identify and begin to compare how information is presented within or across texts of low-to- moderate complexity. • Use basic knowledge of text structures or genre-specific features to begin to integrate or analyze information. • Interpret the meaning of some common figurative language.
READING Informational Text Targets 8–14	• Cite some textual evidence to support conclusions drawn from texts of low-to-moderate complexity. • Use some explicit and limited implicit information to support emerging inferences or analyses. • Partially summarize central ideas and some key events. • Determine the intended meaning of some grade-appropriate words, including academic and domain-specific words within context. • Use some supporting evidence to justify interpretations of information presented or indicate how information is integrated in texts of low-to-moderate complexity. • Identify and begin to compare how information is presented within or across texts of low-to- moderate complexity. • Use basic knowledge of text structures or genre-specific features to begin to integrate or analyze information. • Interpret the meaning of some common figurative language.
WRITING Targets 1–10	• Write or revise one paragraph, demonstrating some narrative techniques, chronology, appropriate transitional strategies for coherence, or author's craft. • Plan, write, revise, and edit a full composition, occasionally demonstrating narrative techniques, chronology, transitional strategies for coherence, or author's craft. • Write or revise one informational/explanatory paragraph, demonstrating some ability to organize ideas by stating a focus, including some transitional strategies for coherence or some supporting evidence and elaboration, or writing body paragraphs or a conclusion. • Plan, write, revise, and edit full informational/explanatory text on a topic, attending to purpose and audience, organizing ideas by stating a focus, including structures and transitional strategies for coherence, including supporting evidence and elaboration, and developing a conclusion. • Use some appropriate text features (headings, bold text, captions, etc.) in informational texts to enhance meaning. • Write or revise one paragraph, demonstrating some ability to state opinions about topics or sources, set a loose context, minimally organize ideas using linking words or phrases, develop evidence/reasons and some elaboration, or develop a conclusion.

Threshold Achievement Level Descriptors
Grade 5 English Language Arts/Literacy

	• Plan, write, revise, and edit opinion pieces, demonstrating some ability to state opinions about topics or sources, minimally attending to purpose and audience; organize ideas by stating a context and focus; include structures and some transitional strategies for coherence; develop some evidence/reasons and elaboration; and develop a conclusion. • With minimal support, use some common language and vocabulary (including academic or domain-specific vocabulary) appropriate to the purpose and audience when revising or composing texts. • Show some ability to apply and edit text, demonstrating a partial understanding of Standard English grammar conventions and usage (e.g., capitalization, punctuation, and spelling). • Begin to use the tools of technology (including the Internet), with substantial guidance and support, to produce and publish writing.
SPEAKING/ LISTENING Target 4	• Interpret and use information delivered orally or audio-visually with support (e.g., some directive feedback).
RESEARCH/ INQUIRY Targets 1–4	• Begin to conduct simple, short research projects with some guidance. • With some guidance, begin to locate information to support central ideas and subtopics; select and integrate information from multiple sources. • With some guidance, begin to gather and distinguish relevant information, summarize/paraphrase information from multiple sources, and provide a list of sources. • With some guidance, begin to integrate information from several sources on the same topic to generate an informed opinion in order to write about the subject knowledgeably.
The student who just enters Level 3 should be able to:	
READING Literary Text Targets 1–7	• With some consistency, identify some relevant textual evidence to support conclusions drawn from texts of moderate complexity. • Identify and interpret the meaning of some figurative language, some literary devices, and some connotative meanings of words and phrases. • Accurately summarize central ideas and key events. • With some consistency, determine the intended or precise meaning of grade-appropriate words, including academic and domain-specific words. • Apply some relevant reasoning and textual evidence to justify developing analyses or judgments. • With some consistency, analyze how information is presented within or across texts of moderate complexity, identifying some relationships among targeted aspects. • With some consistency, analyze some text structures and genre-specific features or formats from multiple texts, and identify the impact of those choices on meaning or presentation.

Threshold Achievement Level Descriptors
Grade 5 English Language Arts/Literacy

READING Informational Text Targets 8–14	• With some consistency, identify some relevant textual evidence to support conclusions drawn from texts of moderate complexity. • Identify and interpret the meaning of some figurative language and some literary devices or connotative meanings of words and phrases. • Accurately summarize central ideas and key events. • With some consistency, determine the intended or precise meaning of grade-appropriate words, including academic and domain-specific words. • Apply some relevant reasoning and textual evidence to justify developing analyses or judgments. • With some consistency, analyze how information is presented within or across texts of moderate complexity, identifying some relationships among targeted aspects. • With some consistency, analyze some text structures, genre-specific features, or formats from multiple texts of moderate complexity.
WRITING Targets 1–10	• Write or revise one or more paragraphs, demonstrating narrative techniques, chronology, appropriate transitional strategies for coherence, or author's craft appropriate to purpose, including a conclusion. • Plan, write, revise, and edit a full composition, demonstrating narrative techniques, chronology, appropriate transitional strategies for coherence, author's craft appropriate to purpose, including a conclusion, and evidence from texts to support analysis, reflection, and research. • Write or revise one or more informational/explanatory paragraphs, demonstrating ability to organize ideas by stating a focus, including transitional strategies for coherence, or supporting evidence and elaboration, or writing body paragraphs or a conclusion appropriate to purpose and audience. • Plan, write, revise, and edit full informational/explanatory text on a topic, attending to purpose and audience; organize ideas by stating a focus, include structures and transitional strategies for coherence, include supporting evidence and elaboration, and develop a conclusion. • Use appropriate text features (headings, bold text, captions, etc.) in informational texts to enhance meaning. • Write or revise one or more paragraphs, demonstrating ability to state opinions about topics or sources, set a context, organize ideas using linking words or phrases, develop supporting evidence/reasons and elaboration, or develop a conclusion appropriate to purpose and audience. • Plan, write, revise and edit full opinion pieces, demonstrating ability to state opinions about topics or sources, attend to purpose and audience, organize ideas by stating a context and focus, include structures and transitional strategies for coherence, develop supporting evidence/reasons, and develop a conclusion appropriate to purpose and audience. • Use a range of language and vocabulary (including academic or domain-specific vocabulary) appropriate to the purpose and audience when revising or composing texts. • Adequately apply and edit text, demonstrating a understanding of Standard English grammar conventions and usage (e.g., capitalization, punctuation, and spelling). • Use the tools of technology (including the Internet) to produce and publish writing.
SPEAKING/ LISTENING Target 4	• Interpret and use information delivered orally or audio-visually.

Threshold Achievement Level Descriptors
Grade 5 English Language Arts/Literacy

RESEARCH/ INQUIRY Targets 1–4	• Conduct short research projects. • Locate information to support central ideas and subtopics; select and integrate information from multiple sources. • Gather and distinguish relevant information, summarize/paraphrase information from multiple sources, and provide a list of sources. • Integrate information from several sources on the same topic to generate an informed opinion and write about the subject knowledgeably.
The student who just enters Level 4 should be able to:	
READING Literary Text Targets 1–7	• Consistently cite specific and relevant textual evidence to support conclusions drawn from highly complex texts. • Accurately interpret the meaning and impact of most figurative language and literary devices or cognitive meanings of words and phrases. • Consistently and accurately summarize central ideas and key events. • Determine the intended and precise meaning of most grade-appropriate words, including academic and domain-specific words. • Apply appropriate and relevant reasoning and a range of textual evidence to justify analysis or judgments. • Analyze and/or compare how information is presented within or across highly complex texts, identifying relationships among targeted aspects. • Consistently evaluate text structures and genre-specific features across texts, and identify the impact of those choices on meaning or presentation.
READING Informational Text Targets 8–14	• Consistently cite specific, relevant textual evidence to support conclusions drawn from highly complex texts. • Accurately interpret the meaning and impact of most figurative language and literary devices or connotative meanings of words and phrases. • Consistently and accurately summarize central ideas and key events. • Determine the intended and precise meaning of most grade-appropriate words, including academic and domain-specific words. • Apply appropriate and relevant reasoning and a range of textual evidence to justify analysis or judgments. • Analyze and/or compare how information is presented within or across highly complex texts, identifying relationships among targeted aspects. • Consistently evaluate text structures across highly complex texts.

Threshold Achievement Level Descriptors
Grade 5 English Language Arts/Literacy

WRITING Targets 1–10	• Write or revise more than one complex paragraphs, demonstrating specific narrative techniques, chronology, appropriate transitional strategies for coherence, or author's craft appropriate to purpose, including a strong conclusion. • Plan, write, revise, and edit a full, complex composition, clearly demonstrating specific narrative techniques, chronology, appropriate transitional strategies for coherence, and author's craft appropriate to purpose, including a well-developed conclusion and evidence from texts to support analysis, reflection, and research. • Write or revise more than one complex informational/explanatory paragraph, demonstrating ability to organize ideas by stating a focus, including appropriate transitional strategies for coherence, or strong supporting evidence and elaboration, or writing body paragraphs or a conclusion appropriate to purpose and audience. • Plan, write, revise, and edit full informational/explanatory text on a topic attending to purpose and audience, organizing ideas by stating a focus, including structures and appropriate transitional strategies for coherence, including strong supporting evidence and elaboration, and developing an appropriate conclusion. • Use effective text features (headings, bold text, captions, etc.) in informational texts to enhance meaning. • Write or revise more than one paragraph, clearly demonstrating the ability to state opinions about topics or sources, set a context, efficiently organize ideas using linking words or phrases, develop supporting evidence/reasons and some elaboration, or develop a conclusion appropriate to purpose and audience. • Plan, write, revise and edit full opinion pieces, demonstrating the ability to state opinions about topics or sources, attend to purpose and audience, efficiently organize ideas by stating a context and focus, include some complex structures and appropriate transitional strategies for coherence, develop strong supporting evidence/reasons and elaboration, and develop an appropriate conclusion. • Use a broad range of language and vocabulary (including academic or domain-specific vocabulary) appropriate to the purpose and audience when revising or composing texts. • Effectively apply and edit text, demonstrating an understanding of Standard English grammar conventions and usage (e.g., capitalization, punctuation, and spelling). • Effectively use the tools of technology (including the Internet) to produce and publish writing.
SPEAKING/ LISTENING Target 4	• Begin to critically interpret and use information delivered orally or audio-visually.
RESEARCH/ INQUIRY Targets 1–4	• Begin to critically and effectively conduct short research projects with some guidance. • Begin to critically and effectively locate information to support central ideas and subtopics; select and integrate information from multiple sources. • Begin to critically and effectively gather and distinguish relevant information, summarize/paraphrase information from multiple sources, and provide a list of sources. • Begin to critically and effectively integrate information from several sources on the same topic to generate an informed opinion and write about the subject knowledgeably.

Threshold Achievement Level Descriptors
Grade 6 English Language Arts/Literacy

The student who just enters Level 2 should be able to:	
READING Literary Text Targets 1–7	• Cite some textual evidence to support conclusions drawn from text. • Use some explicit and limited implicit information to support emerging inferences or analyses. • Partially summarize central ideas and key events using some details from texts of low-to- moderate complexity. • Determine the intended meaning of some grade-appropriate words including academic and domain-specific words within context. • Use some supporting evidence to justify interpretations of information presented or how information is integrated in one or more texts. • Identify and begin to compare how information is presented within or across texts. • Relate basic knowledge of text structures or genre-specific features to begin to integrate or analyze information. • Interpret the intent of some common figurative language.
READING Informational Text Targets 8–14	• Cite some textual evidence to support conclusions drawn from text. • Begin to use explicit and limited implicit information to support emerging inferences or analyses. • Partially summarize central ideas and some key events. • Determine the intended meaning of grade-appropriate words including academic and domain-specific words within context. • Use some supporting evidence to justify interpretations of information presented or how information is integrated in one or more text. • Identify and begin to compare how information is presented within or across texts. • Use basic knowledge of text structures or genre-specific features to begin to integrate or analyze information. • Partially interpret intent of some common figurative language.
WRITING Targets 1–10	• Apply some narrative strategies, textual structures, and transitional strategies for coherence. • Use minimal relevant details when writing or revising brief narrative texts. • Use minimal support and elaboration when writing brief informational/explanatory texts. • Demonstrate some ability to use appropriate text features. • Produce argumentative texts and attempt to acknowledge a counterclaim. • Demonstrate some awareness of audience and purpose when writing. • Pay limited attention to word choice and/or syntax. • Plan, write, revise, and edit argument texts demonstrating partial ability to state claims about topics or sources. • With some support, use basic language appropriate to the purpose and audience when revising or composing text. • Apply or edit a piece of writing, demonstrating a partial understanding of Standard English grammar conventions and usage (e.g., capitalization, punctuation, and spelling) when writing. • Demonstrate limited use of technology, including the Internet, to produce and publish writing.

Threshold Achievement Level Descriptors
Grade 6 English Language Arts/Literacy

SPEAKING/ LISTENING Target 4	• Have limited engagement and interaction with media and source materials and minimally account for elements that contribute to points of view.
RESEARCH/ INQUIRY Targets 1–4	• Demonstrate minimal research and evaluation skills. • Draw broad conclusions from source materials. • Construct a partial claim with limited use of evidence. • Attempt to summarize main ideas, topics, key events, or procedures in informational texts but use limited supporting or relevant ideas or evidence. • Develop an argument with a claim and minimal support.
The student who just enters Level 3 should be able to:	
READING Literary Text Targets 1–7	• With some consistency, identify relevant textual evidence to support conclusions drawn from texts of moderate complexity. • Identify and interpret some figurative language and some literary devices or connotative meanings of words and phrases. • Accurately summarize central ideas and key events. • With some consistency, determine the intended or precise meaning of grade-appropriate words including academic and domain-specific words. • Apply some relevant reasoning and textual evidence to justify developing analyses or judgments made about intended effects. • With some consistency, analyze how information is presented within or across texts of moderate complexity, identifying some relationships among targeted aspects, including analysis of authors' points of view. • With some consistency, analyze some text structures or genre-specific features or formats from multiple sources of text and identify the impact of those choices on meaning or presentation.
READING Informational Text Targets 8–14	• With some consistency, identify relevant textual evidence to support conclusions drawn from text. • Identify and interpret some figurative language and some literary devices or connotative meanings of words and phrases. • Accurately summarize central ideas and key events. • Determine the intended or precise meaning of grade-appropriate words including academic and domain-specific words. • Apply some relevant reasoning and textual evidence to justify analyses or judgments made about intended effects. • Analyze how information is presented within or across texts, identifying some relationships among targeted aspects. • Analyze some text structures, genre-specific features or formats from multiple sources of text and the impact of those choices on meaning or presentation.

Threshold Achievement Level Descriptors
Grade 6 English Language Arts/Literacy

WRITING Targets 1–10	• Apply some narrative strategies when writing or revising one or more paragraphs. • Write longer narrative texts demonstrating use of specific narrative techniques, chronology, and appropriate transitional strategies for coherence. • Employ effective text features and visual components appropriate to purpose. • Demonstrate some ability to plan, write, revise, and edit full argument pieces, demonstrating ability to state claims about topics or sources; attend to purpose and audience; organize ideas by stating a context and focus; include structures and appropriate transitional strategies for coherence; identify supporting evidence/reasons and elaboration from credible sources; and develop an appropriate conclusion. • Use a range of precise language and vocabulary (including academic words, domain- specific vocabulary, and figurative language) and style appropriate to the purpose and audience when revising or composing text. • Demonstrate some ability to edit a piece of writing, showing a strong adequate understanding of Standard English grammar conventions and usage (e.g., capitalization, punctuation, and spelling) when writing. • Demonstrate some use of technology, including the Internet, to produce and publish writing.
SPEAKING/ LISTENING Target 4	• Engage and interact with media and source materials and account for elements that contribute to points of view.
RESEARCH/ INQUIRY Targets 1–4	• Use research/inquiry methods to explore a topic. • Select from and adequately analyze sources from a variety of perspectives and present findings. • Adequately analyze authoritative sources of evidence with some diversity of formats to support a presentation. • Search for relevant authoritative information and evaluate the uses and limitations of source material. • Generate a specific debatable claim or main idea and cite some relevant evidence.
The student who just enters Level 4 should be able to:	
READING Literary Text Targets 1–7	• Cite specific, relevant textual evidence to support conclusions drawn from text. • Interpret the intent and impact of most figurative language and literary devices or connotative meanings of words and phrases. • Summarize central ideas and key events in texts of high complexity. • Determine the intended and precise meaning of most grade-appropriate words including academic and domain-specific words. • Apply appropriate and relevant reasoning and a range of textual evidence to justify analyses or judgments made about intended effects. • Analyze or compare how information is presented within or across texts, identifying relationships among targeted aspects. • Evaluate text structures or genre-specific features or formats from multiple sources of text and identify the impact of those choices on meaning or presentation.

Threshold Achievement Level Descriptors
Grade 6 English Language Arts/Literacy

READING Informational Text Targets 8–14	• Cite specific, relevant textual evidence to support conclusions drawn from text. • Interpret the intent and impact of most figurative language and literary devices or cognitive meanings of words and phrases. • Summarize central ideas and key events in texts of high complexity. • Determine the intended and precise meaning of most grade-appropriate words including academic and domain-specific words. • Apply appropriate and relevant reasoning and a range of textual evidence to justify analysis or judgments made about intended effects. • Analyze or compare how information is presented within or across texts, identifying relationships among targeted aspects. • Evaluate text structures across texts.
WRITING Targets 1–10	• Demonstrate effective use of multiple, specific narrative techniques, chronology, and appropriate transitional strategies for coherence. • Demonstrate effective use of precise words and phrases and use relevant descriptive details and sensory language to convey experiences or author's craft appropriate to purpose, including a conclusion that reflects on the narrated experience. • Demonstrate use of multiple, specific narrative techniques, chronology, and appropriate transitional strategies for coherence when writing longer narrative texts. • Demonstrate effective use of precise language and formal style to organize ideas by stating a focus when writing or revising more than one informational or explanatory paragraph. • Employ advanced text features and visual components appropriate to purpose. • Effectively use an extensive range of language and vocabulary (including academic words, domain-specific vocabulary, and figurative language) and style appropriate to the purpose and audience when revising or composing text. • Effectively apply or edit a piece of writing, demonstrating a strong understanding of Standard English grammar conventions and usage (e.g., capitalization, punctuation, and spelling) when writing. • Effectively use technology, including the Internet, to produce and publish writing.
SPEAKING/ LISTENING Target 4	• Effectively engage and interact with media and source materials and account for elements that contribute to points of view.
RESEARCH/ INQUIRY Targets 1–4	• Employ multimodal resources to advance a sustained exploration of a topic. • Synthesize multiple sources of relevant, authoritative information and discriminate among them to support an analysis. • Search for relevant information from diverse authoritative sources. • Systematically evaluate the uses and limitations of sources. • Generate an authoritative claim. • Evaluate and cite substantial, relevant evidence.

Threshold Achievement Level Descriptors
Grade 7 English Language Arts/Literacy

The student who just enters Level 2 should be able to:	
READING Literary Text Targets 1–7	• Use textual evidence to justify analysis regarding theme, story elements, dialogue, and point of view in texts of low-to-moderate complexity. • Partially summarize central ideas and key events using some details from texts of low-to- moderate complexity. • Partially analyze relationships among literary elements within or across texts of low-to-moderate complexity or differing versions of texts representing various genres and text types. • Partially analyze the structure within or between two or more texts and genre-specific features or formats of texts and the impact of those choices on meaning or presentation. • Partially determine or interpret the impact/intent of literary devices or connotative meaning of contextually used words and phrases and the impact of those word choices on reader interpretation of texts of low-to-moderate complexity.
READING Informational Text Targets 8–14	• Identify textual evidence from sources across disciplines to support conclusions, inferences, connections, and steps to processes. • Partially summarize central ideas, topics/subtopics, key events, or procedures using some supporting ideas and details. • Partially determine connotative and denotative meanings of academic- and domain- specific words/phrases and words with multiple meanings, based on context-word relationships, word structure, and differentiating vocabulary meanings, in texts of low-to- moderate complexity. • Partially apply reasoning and some textual evidence to justify inferences or interpret author's presentation of information; partially delineate and evaluate the argument assessing whether the reasoning is sound. • Partially analyze a case in which two or more texts provide conflicting information on the same topic and identify where the texts disagree on matters of fact or interpretation regarding the authors' points of view. • Partially relate knowledge of text structures and genre-specific features or formats of texts to compare/analyze the impact of those choices on meaning or presentation. • Partially determine or interpret the impact/intent of literary devices or connotative meaning of words and phrases used in context and the impact of those word choices on reader interpretation of texts of low-to-moderate complexity.

Threshold Achievement Level Descriptors
Grade 7 English Language Arts/Literacy

WRITING Targets 1–10	• Apply some narrative strategies, textual structures, and transitional strategies for coherence. • Use minimal relevant details when writing or revising brief narrative texts. • Use minimal support and elaboration when writing brief informational/explanatory texts. • Demonstrate some ability to use appropriate text features. • Produce argumentative texts and attempt to acknowledge a counterclaim. • Demonstrate some awareness of audience and purpose when writing. • Pay limited attention to word choice and/or syntax. • Plan, write, revise, and edit argument pieces demonstrating partial ability to state claims about topics or sources. • With some support, use basic language appropriate to the purpose and audience when revising or composing text. • Write or edit texts, demonstrating a partial understanding of Standard English grammar conventions and usage (e.g., capitalization, punctuation, and spelling). • Demonstrate limited use of technology, including the Internet, to produce and publish writing.
SPEAKING/ LISTENING Target 4	• Have limited engagement and interaction with media and source materials and minimally account for elements that contribute to points of view.
RESEARCH/ INQUIRY Targets 1–4	• Demonstrate minimal research and evaluation skills. • Draw broad conclusions from source materials. • Construct a partial claim with limited use of evidence. • Attempt to summarize main ideas, topics, key events, or procedures in informational texts but use limited supporting or relevant ideas or evidence. • Develop an argument with a claim and minimal support.
The student who just enters Level 3 should be able to:	
READING Literary Text Targets 1–7	• Summarize central ideas/key events using relevant details from texts of moderate complexity to determine a theme and provide an objective summary specifically relating analysis to character, setting, and plot. • Determine precise meaning of words and distinguish connotative and figurative meanings of academic- and domain-specific words/phrases. • Use a range of relevant textual evidence to justify analysis regarding theme, story elements, dialogue, and point of view (e.g., suspense, humor, dramatic irony) in texts of moderate complexity. • Analyze relationships among literary elements by comparing and contrasting them within or across texts of moderate complexity or differing versions of texts representing various genres and text types. • Analyze the structures of two or more texts and genre-specific features or formats of texts and the impact of those choices on meaning or presentation. • Determine or interpret the impact/intent of literary devices or connotative meaning of contextually used words and phrases and the impact of those word choices on reader interpretation of texts of moderate complexity.

Threshold Achievement Level Descriptors
Grade 7 English Language Arts/Literacy

READING Informational Text Targets 8–14	• Identify several pieces of relevant textual evidence from sources across disciplines to support conclusions, inferences, connections, and steps to processes. • Summarize central ideas, topics/subtopics, key events, or procedures using relevant supporting ideas and details. • Determine connotative and denotative meanings of academic- and domain-specific words/phrases and words with multiple meanings, based on context-word relationships, word structure, and differentiating vocabulary meanings, in texts of moderate complexity. • Apply reasoning and a range of textual evidence to justify inferences or interpret author's presentation of information. • Analyze a case in which two or more texts provide conflicting information on the same topic and identify where the texts disagree on matters of fact or interpretation regarding the authors' points of view. • Relate knowledge of text structures and genre-specific features or formats of texts to compare/analyze the impact of those choices on meaning or presentation. • Determine or interpret the impact/intent of literary devices or connotative meaning of words and phrases used in context and the impact of those word choices on reader interpretation of texts of moderate complexity.
WRITING Targets 1–10	• Apply some narrative strategies when writing or revising one or more paragraphs. • Write longer narrative texts demonstrating use of specific narrative techniques, chronology, and appropriate transitional strategies for coherence. • Employ effective text features and visual components appropriate to purpose. • Demonstrate some ability to plan, write, revise, and edit full argument pieces demonstrating ability to state claims about topics or sources; attend to purpose and audience; organize ideas by stating a context and focus; include structures and appropriate transitional strategies for coherence; identify supporting evidence/reasons and elaboration from credible sources; develop an appropriate conclusion. • Use a range of precise language and vocabulary (including academic words, domain- specific vocabulary, and figurative language) and style appropriate to the purpose and audience when revising or composing text. • Demonstrate some ability to edit a piece of writing, showing an understanding of Standard English grammar conventions and usage (e.g., capitalization, punctuation, and spelling) when writing. • Demonstrate some use of technology, including the Internet, to produce and publish writing.
SPEAKING/ LISTENING Target 4	• Engage and interact with media and source materials and account for elements that contribute to points of view.

Threshold Achievement Level Descriptors
Grade 7 English Language Arts/Literacy

RESEARCH/ INQUIRY Targets 1–4	• Use research/inquiry methods to explore a topic. • Select from and adequately analyze sources from a variety of perspectives and present findings. • Adequately analyze authoritative sources of evidence with some diversity of formats to support a presentation. • Search for relevant authoritative information and evaluate the uses and limitations of source material. • Generate a specific debatable claim or main idea and cite some relevant evidence.
The student who just enters Level 4 should be able to:	
READING Literary Text Targets 1–7	• Evaluate precise meaning of words and distinguish connotative and figurative meanings of academic- and domain-specific words/phrases. • Evaluate meaning of words with multiple meanings based on context-word relationships and word structures; thoroughly differentiate vocabulary meanings in texts of high complexity. • Summarize central ideas and key events using the most significant details from longer portions of texts of high complexity. • Cite strong and varied textual evidence to justify analysis regarding theme, story elements, dialogue, and point of view (e.g., suspense, humor, dramatic irony) in texts of high complexity. • Analyze relationships by comparing and contrasting them among literary elements within or across texts of high complexity. • Evaluate the structures of two or more texts and genre-specific features or formats of texts and the impact of those choices on meaning or presentation. • Evaluate and interpret the impact and intent of literary devices or connotative meaning of contextually used words and phrases and the impact of those word choices on reader interpretation of texts of high complexity.
READING Informational Text Targets 8–14	• Identify several pieces of strong and varied textual evidence from sources across disciplines to support conclusions, inferences, connections, and steps to processes. • Summarize central ideas, topics/subtopics, key events, or procedures using strong supporting ideas and details with texts of high complexity. • Determine connotative and denotative meanings of academic- and domain-specific words/phrases and words with multiple meanings, based on context-word relationships, word structure, and differentiating vocabulary meanings, in texts of texts of high complexity. • Effectively apply reasoning and a range of textual evidence to justify inferences or interpret author's presentation of information. • Delineate and evaluate the argument assessing whether the reasoning is sound. • Effectively analyze a case in which two or more texts provide conflicting information on the same topic and identify where the texts disagree on matters of fact or interpretation regarding the authors' points of view. • Relate knowledge of text structures and genre-specific features or formats of texts of high complexity to compare/analyze the impact of those choices on meaning or presentation. • Evaluate or interpret the impact/intent of literary devices or connotative meaning of words and phrases used in context and the impact of those word choices on reader interpretation of texts of high complexity.

Threshold Achievement Level Descriptors
Grade 7 English Language Arts/Literacy

WRITING Targets 1–10	• Demonstrate effective use of multiple, specific narrative techniques, chronology, and appropriate transitional strategies for coherence. • Demonstrate effective use of precise words and phrases and use relevant descriptive details and sensory language to convey experiences or authors' craft appropriate to purpose, including a conclusion that reflects on the narrated experience. • Demonstrate use of multiple, specific narrative techniques, chronology, and appropriate transitional strategies for coherence when writing longer narrative texts. • Demonstrate effective use of precise language and formal style to organize ideas by stating a focus when writing or revising more than one informational or explanatory paragraph. • Employ advanced text features and visual components appropriate to purpose. • Effectively use an extensive range of language and vocabulary (including academic words, domain-specific vocabulary, and figurative language) and style appropriate to the purpose and audience when revising or composing text. • Effectively write or edit texts, demonstrating a strong understanding of Standard English grammar conventions and usage (e.g., capitalization, punctuation, and spelling). • Effectively use technology, including the Internet, to produce and publish writing.
SPEAKING/ LISTENING Target 4	• Effectively engage and interact with media and source materials and account for elements that contribute to points of view.
RESEARCH/ INQUIRY Targets 1–4	• Employ multimodal resources to advance a sustained exploration of a topic. • Synthesize multiple sources of relevant, authoritative information and discriminate among them to support an analysis. • Search for relevant information from diverse authoritative sources. • Systematically evaluate sources' uses and limitations. • Generate an authoritative claim. • Evaluate and cite substantial, relevant evidence.

Threshold Achievement Level Descriptors
Grade 8 English Language Arts/Literacy

The student who just enters Level 2 should be able to:	
READING Literary Text Targets 1–7	• Cite textual evidence to justify analysis regarding theme, story elements, dialogue, and point of view in texts of low-to-moderate complexity. • Partially summarize central ideas and key events using some details from texts of low-to- moderate complexity. • Partially analyze relationships within or between literary elements within or across texts of low-to-moderate complexity or in differing versions of texts representing various genres and text types. • Partially analyze the structure of two or more texts and genre-specific features or formats of texts of low-to-moderate complexity and the impact of those choices on meaning or presentation. • Partially determine or interpret the impact/intent of literary devices or connotative meaning of contextually used words and phrases and the impact of those word choices on reader interpretation of texts of low-to-moderate complexity.
READING Informational Text Targets 8–14	• Identify textual evidence from sources across disciplines to support conclusions, inferences, connections, and steps to processes. • Partially summarize central ideas, topics/subtopics, key events, or procedures using some supporting ideas and details. • Partially determine connotative and denotative meanings of academic- and domain-specific words/phrases and words with multiple meanings, based on context-word relationships and word structures, and differentiate vocabulary meanings in texts of low-to- moderate complexity. • Partially apply reasoning and some textual evidence to justify inferences or interpret author's presentation of information; partially delineate and evaluate the argument assessing whether the reasoning is sound. • Partially analyze a case in which two or more texts provide conflicting information on the same topic and identify where the texts disagree on matters of fact or interpretation regarding the authors' point of view. • Partially relate knowledge of text structures and genre-specific features or formats of texts of low-to-moderate complexity to compare/analyze the impact of those choices on meaning or presentation. • Partially determine or interpret the impact/intent of literary devices or connotative meaning of words and phrases used in context and the impact of those word choices on reader interpretation of texts of low-to-moderate complexity.

Threshold Achievement Level Descriptors
Grade 8 English Language Arts/Literacy

WRITING Targets 1–10	• Apply some narrative strategies, textual structures, and transitional strategies for coherence. • Use minimal relevant details when writing or revising brief narrative texts. • Use minimal support and elaboration when writing brief informational/explanatory texts. • Demonstrate some ability to use appropriate text features. • Produce argumentative texts and attempt to acknowledge a counterclaim. • Demonstrate some awareness of audience and purpose when writing. • Pay limited attention to word choice and/or syntax. • Plan, write, revise, and edit argument pieces demonstrating partial ability to state claims about topics or sources. • With some support use basic language appropriate to the purpose and audience when revising or composing text. • Apply or edit a piece of writing, demonstrating a partial understanding of Standard English grammar conventions and usage (e.g., capitalization, punctuation, and spelling) when writing. • Demonstrate limited use of technology, including the Internet, to produce and publish writing.
SPEAKING/ LISTENING Target 4	• Have limited engagement and interaction with media and source materials and minimally account for elements that contribute to points of view.
RESEARCH/ INQUIRY Targets 1–4	• Demonstrate minimal research and evaluation skills. • Draw broad conclusions from source materials. • Construct a partial claim with limited use of evidence. • Attempt to summarize main ideas, topics, key events, or procedures in informational texts but use limited supporting or relevant ideas or evidence. • Develop an argument with a claim and minimal support.

Threshold Achievement Level Descriptors
Grade 8 English Language Arts/Literacy

The student who just enters Level 3 should be able to:	
READING Literary Text Targets 1–7	• Summarize central ideas/key events using relevant details from texts of moderate complexity to determine a theme and provide an objective summary specifically relating analysis to character, setting, and plot. • Determine precise meaning of words and distinguish connotative and figurative meanings of academic- and domain-specific words and phrases. • Cite a range of relevant textual evidence to justify analysis regarding theme, story elements, dialogue, and point of view (e.g., suspense, humor, dramatic irony) in texts of moderate complexity. • Analyze relationships among literary elements by comparing and contrasting theme within texts of moderate complexity or in differing versions of texts representing various genres and text types. • Analyze the structures of two or more texts and genre-specific features or formats of texts of moderate complexity and the impact of those choices on meaning or presentation. • Determine or interpret the impact/intent of literary devices or connotative meaning of contextually used words and phrases and the impact of those word choices on reader interpretation of texts of moderate complexity.
READING Informational Text Targets 8–14	• Identify several pieces of relevant textual evidence from sources across disciplines to support conclusions, inferences, connections, and steps to processes. • Summarize central ideas, topics/subtopics, key events, or procedures using relevant supporting ideas and details. • Determine connotative and denotative meanings of words and phrases. • Apply reasoning and a range of textual evidence to justify inferences or interpret author's presentation of information. • Analyze a case in which two or more texts provide conflicting information on the same topic and identify where the texts disagree on matters of fact or interpretation regarding the authors' points of view. • Relate knowledge of text structures and genre-specific features or formats of texts of moderate complexity to compare/analyze the impact of those choices on meaning or presentation. • Determine or interpret the impact/intent of literary devices or connotative meaning of words and phrases used in context and the impact of those word choices on reader interpretation of texts of moderate complexity.

Threshold Achievement Level Descriptors
Grade 8 English Language Arts/Literacy

WRITING Targets 1–10	• Apply some narrative strategies when writing or revising one or more paragraphs. • Write longer narrative texts demonstrating use of specific narrative strategies, structures, and appropriate transitional strategies for coherence. • Employ effective text features and visual components appropriate to purpose. • Demonstrate some ability to plan, write, revise, and edit full argument pieces demonstrating ability to state claims about topics or sources; attend to purpose and audience; organize ideas by stating a context and focus; include structures and appropriate transitional strategies for coherence; identify supporting evidence/reasons and elaboration from credible sources; and develop an appropriate conclusion. • Use a range of precise language and vocabulary (including academic words, domain- specific vocabulary, and figurative language) and style appropriate to the purpose and audience when revising or composing text. • Demonstrate some ability to edit a piece of writing, showing an understanding of Standard English grammar conventions and usage (e.g., capitalization, punctuation, and spelling) when writing. • Demonstrate some use of technology, including the Internet, to produce and publish writing.
SPEAKING/ LISTENING Target 4	• Engage and interact with media and source materials and account for elements that contribute to points of view.
RESEARCH/ INQUIRY Targets 1–4	• Use research/inquiry methods to explore a topic. • Select from and adequately analyze sources from a variety of perspectives and present findings. • Adequately analyze authoritative sources of evidence with some diversity of formats to support a presentation. • Search for relevant authoritative information and evaluate the uses and limitations of source material. • Generate a specific debatable claim or main idea and cite some relevant evidence.

Threshold Achievement Level Descriptors
Grade 8 English Language Arts/Literacy

The student who just enters Level 4 should be able to:	
READING Literary Text Targets 1–7	• Evaluate precise meaning of words and distinguish connotative and figurative meanings of academic- and domain-specific words and phrases. • Evaluate meaning of words with multiple meanings based on context-word relationships and word structures; thoroughly differentiate vocabulary meanings in texts of high complexity. • Summarize central ideas and key events using the most significant details from longer portions of texts of high complexity. • Cite strong and varied textual evidence to justify analysis regarding theme, story elements, dialogue, and point of view (e.g., suspense, humor, dramatic irony) in texts of high complexity. • Analyze relationships by comparing and contrasting them among literary elements within or across texts of high complexity. • Evaluate the structures of two or more texts and genre-specific features or formats of texts of high complexity and the impact of those choices on meaning or presentation. • Evaluate and interpret the impact and intent of literary devices or connotative meaning of contextually used words and phrases and the impact of those word choices on reader interpretation of texts of high complexity.
READING Informational Text Targets 8–14	• Identify several pieces of strong and varied textual evidence from sources across disciplines to support conclusions, inferences, connections, and steps to processes. • Summarize central ideas, topics/subtopics, key events, or procedures using strong supporting ideas and details. • Determine connotative and denotative meanings of academic- and domain-specific words/phrases and words with multiple meanings, based on context-word relationships, word structures, and differentiating vocabulary meanings in texts of high complexity. • Apply reasoning and a range of textual evidence to justify inferences or interpret author's presentation of information. • Delineate and evaluate the argument assessing whether the reasoning is sound. • Effectively analyze a case in which two or more texts provide conflicting information on the same topic and identify where the texts disagree on matters of fact or interpretation regarding the authors' points of view. • Relate knowledge of text structures and genre-specific features or formats of texts of high complexity to compare/analyze the impact of those choices on meaning or presentation. • Evaluate or interpret the impact/intent of literary devices or connotative meaning of words and phrases used in context and the impact of those word choices on reader interpretation of texts of high complexity.

Threshold Achievement Level Descriptors
Grade 8 English Language Arts/Literacy

WRITING Targets 1–10	• Demonstrate effective use of multiple, specific narrative strategies, structures, and appropriate transitional strategies for coherence. • Demonstrate effective use of precise words and phrases and use relevant descriptive details and sensory language to convey experiences or authors' craft appropriate to purpose, including a conclusion that reflects on the narrated experience. • Demonstrate use of multiple, specific narrative strategies, structures, and appropriate transitional strategies for coherence when writing longer narrative texts. • Demonstrate effective use of precise language and formal style to organize ideas by stating a focus when writing or revising more than one informational or explanatory paragraph. • Employ advanced text features and visual components appropriate to purpose. • Effectively use an extensive range of language and vocabulary (including academic words, domain-specific vocabulary, and figurative language) and style appropriate to the purpose and audience when revising or composing text. • Effectively write or edit texts, demonstrating a strong understanding of Standard English grammar conventions and usage (e.g., capitalization, punctuation, and spelling). • Effectively use technology, including the Internet, to produce and publish writing.
SPEAKING/ LISTENING Target 4	• Thoroughly engage and interact with media and source materials and account for elements that contribute to points of view.
RESEARCH/ INQUIRY Targets 1–4	• Employ multimodal resources to advance a sustained exploration of a topic. • Synthesize multiple sources of relevant, authoritative information and discriminate among them to support an analysis. • Search for relevant information from diverse authoritative sources. • Systematically evaluate uses and limitations of sources. • Generate an authoritative claim. • Evaluate and cite substantial, relevant evidence.

Threshold Achievement Level Descriptors
Grade 11 English Language Arts/Literacy

The student who just enters Level 2 should be able to:	
READING Literary Text Targets 1–7	• Identify key textual evidence to attempt to support simple inferences or conclusions. • Provide a simple summary of key events and/or details of a text. • Use sentence- and paragraph-level context and resources to determine meanings of most grade-level words. • Apply partial reasoning and use key textual evidence to begin to justify inferences or judgments made about text. • Analyze some interrelationships of literary elements in texts of low to moderate complexity. • Describe basic text structures and genre-specific features or formats and show a limited understanding of their impact. • Identify elements that contribute to points of view and how they impact meaning. • Identify and determine meaning and impact of figurative language.
READING Informational Text Targets 8–14	• Identify key textual evidence to attempt to support simple inferences, analysis, interpretations, or conclusions. • Provide a simple summary of key events and/or details of a text. • Use sentence- and paragraph-level context and resources to determine meanings of words. • Apply partial reasoning and use key textual evidence to begin to justify inferences or judgments made about text. • Analyze the connection of ideas within and between texts of low-to-moderate complexity. • Describe basic text structures and genre-specific features or formats and show a limited understanding of their impact. • Demonstrate emerging knowledge of obvious genre interpretations and ideas. • Have limited engagements and interaction with source materials in common. • Partially account for elements that contribute to points of view. • Identify and begin to determine meaning and impact of figurative language.
WRITING Targets: 1 and 3–10	• Apply some narrative strategies, textual structures, and transitional strategies for coherence. • Use minimal relevant details when writing or revising brief narrative texts. • Use minimal support and elaboration when writing brief informational/explanatory texts. • Demonstrate some ability to use appropriate text features. • Produce argumentative texts and attempt to acknowledge a counterclaim. • Demonstrate some awareness of audience and purpose when writing. • Pay limited attention to word choice and/or syntax. • Demonstrate some understanding of the conventions of grade-appropriate Standard English grammar usage and mechanics to clarify a message. • Apply some revisions to narrative, informational, and argument texts. • Use basic technology, with support, for gathering information, making revisions, or producing texts.

Threshold Achievement Level Descriptors
Grade 11 English Language Arts/Literacy

SPEAKING/ LISTENING Target 4	• Have limited engagement and interaction with media and source materials and minimally account for elements that contribute to points of view.
RESEARCH/ INQUIRY Targets 1–4	• Demonstrate minimal research and evaluation skills. • Draw broad conclusions from source materials. • Construct a partial or undeveloped claim with limited use of evidence. • Attempt to summarize main ideas, topics, key events, or procedures in informational texts but use limited supporting or relevant ideas or evidence. • Develop an argument with a claim and minimal support.
The student who just enters Level 3 should be able to:	
READING Literary Text Targets 1–7	• Cite adequate textual evidence to support most inferences made or conclusions drawn about texts of moderate complexity. • Summarize themes and some analysis of thematic development over the course of the text using relevant details. • Determine intended meanings of most words, including distinguishing connotation/ denotation, figurative language, and words with multiple meanings based on context, word patterns, word relationships, etymology, or use of specialized resources. • Apply sufficient reasoning and a range of textual evidence to justify most inferences or judgments made about texts. • Adequately analyze interrelationships among literary elements within a text or multiple interpretations of text (including texts from the same period with similar themes, topics, or source materials). • Partially analyze text structures, genre-specific features, or formats (visual/graphic/auditory effects) of text and explain the impact(s) of those choices on meaning or presentation. • Partially analyze the figurative (e.g., euphemism, oxymoron, hyperbole, paradox) and connotative meanings of words and phrases used in context and the impact(s) of those word choices on meaning and tone.

Threshold Achievement Level Descriptors
Grade 11 English Language Arts/Literacy

READING Informational Text Targets 8–14	• Cite adequate textual evidence to support most inferences made or conclusions drawn about texts of moderate complexity. • Summarize central ideas, topics, key events, or procedures from a text using sufficient supporting ideas and relevant details. • Determine intended meanings of most words, including distinguishing connotation/denotation, figurative language, and words with multiple meanings based on context, word patterns, word relationships, etymology, or use of specialized resources. • Apply reasoning and a sufficient range of textual evidence to justify analyses of author's presentation of moderately complex information. • Adequately support a basic analysis of a moderately complex text to show how some connections are made in development of ideas or events or development of topics, themes, or rhetorical features. • Adequately support a basic analysis of text structures and/or text features and determine an impact of text structures and/or text features on meaning or presentation. • Partially analyze the figurative (e.g., euphemism, oxymoron, hyperbole, paradox) or connotative meanings of words and phrases used in context and partially explain the impact of these word choices on meaning and tone.
WRITING Targets 1 and 3–10	• Apply some narrative strategies, text structures, and some transitional strategies for coherence using some relevant details and precise words and phrases in writing or revising brief narrative texts. • Apply some strategies when writing or revising brief informational/explanatory texts to develop a topic by organizing ideas, using appropriate language to maintain a suitable focus/tone, and including some relevant supporting evidence. • Write full informational/explanatory texts appropriate for purpose and audience by organizing ideas, using appropriate language to maintain a suitable focus/tone, and gathering, assessing, and integrating some relevant supporting evidence from both print and digital sources. • Use text features (e.g., formatting, graphics, multimedia) with some attention to audience and purpose. • Apply strategies when writing or revising brief argumentative texts to develop a claim by organizing and citing some supporting evidence and counterclaims, providing transitional strategies for coherence, and using language to maintain a suitable focus/tone. • Write full argumentative texts to develop a specific claim by integrating some relevant supporting evidence from both print and digital sources, to develop claims and counterclaims that are appropriate for audience and purpose, to provide a concluding statement, and to use language to maintain a suitable focus/tone. • Demonstrate attempts to use varied syntax, vocabulary (including some academic and domain-specific vocabulary and figurative language), and style appropriate to the purpose and audience when revising and composing texts. • Apply and edit most conventions of grade-appropriate, Standard English grammar usage and mechanics. • Follow directions when using tools of technology to gather information, make revisions, or produce texts.

Threshold Achievement Level Descriptors
Grade 11 English Language Arts/Literacy

SPEAKING/ LISTENING Target 4	• Synthesize content from source materials and media, discriminating for relevance among a range of rhetorical presentations of information. • Listen for point of view and begin to analyze perspective and motivation in a speaker's assumptions, connections, use of vocabulary, unstated premises, and rhetorical choices.
RESEARCH/ INQUIRY Targets 1–4	• Use research/inquiry methods to explore a topic. • Select from and adequately analyze sources from a variety of perspectives and present findings. • Adequately analyze authoritative sources of evidence with some diversity of formats to support a presentation. • Search for relevant authoritative information and evaluate the uses and limitations of source material. • Generate a specific debatable claim or main idea and cite some relevant evidence.
The student who just enters Level 4 should be able to:	
READING Literary Text Targets 1–7	• Identify and analyze textual evidence in texts of high complexity. • Provide an effective summary and analysis of thematic development over the course of a text using an appropriate level of relevant evidence. • Determine intended, precise, or nuanced meanings of words, including distinguishing connotation/denotation, figurative language, words with multiple meanings, and specialized academic language. • Apply reasoning and a thorough range of textual evidence to justify inferences or judgments made about texts. • Analyze the figurative and connotative meanings of words and phrases used in context and explain the complex impact(s) of those word choices on meaning and tone. • Apply reasoning and a range of textual evidence to justify inferences and judgments made about texts of high complexity. • Analyze the interrelationships among literary elements in texts of high complexity to show how connections are made in development of complex ideas or events. • Analyze the effectiveness and impact of text structures and/or text features of texts of high complexity. • Analyze figurative and connotative meanings of words and phrases in texts of high complexity.

Threshold Achievement Level Descriptors
Grade 11 English Language Arts/Literacy

READING Informational Text Targets 8–14	• Identify and analyze textual evidence in texts of high complexity. • Provide full analysis of the development of central ideas over the course of a text using an appropriate level of relevant evidence. • Determine intended, precise, or nuanced meanings of words, including distinguishing connotation/ denotation, figurative language, words with multiple meanings, and specialized academic language. • Apply reasoning and a full range of textual evidence to justify inferences and judgments made about texts of high complexity. • Analyze the figurative and connotative meanings of words and phrases used in context and explain the complex impact(s) of those word choices on meaning and tone. • Apply thorough reasoning and a range of textual evidence to justify analyses of author's presentation of information in texts of high complexity. • Analyze texts of high complexity to show how connections are made in development of complex ideas or events. • Analyze the effectiveness and impact of text structures and/or text features of highly complex texts. • Analyze figurative and connotative meanings of words and phrases in texts of high complexity.
WRITING Targets 1 and 3–10	• Apply effective writing strategies and processes when writing and revising texts for all purposes. • Use precise language. • Use relevant and persuasive evidence. • Assess and synthesize supporting evidence. • Select technological tools based on appropriateness. • Apply grade-appropriate editing and revising skills.
SPEAKING/ LISTENING Target 4	• Synthesize diverse source materials from diverse perspectives delivered orally or through audiovisual materials. • Systematically evaluate the ways that uses of evidence, implicit premises, and rhetorical stylistic choices enhance or undermine points of view.
RESEARCH/ INQUIRY Targets 1–4	• Employ multimodal resources to advance a persuasive and sustained exploration of a topic. • Synthesize multiple sources of relevant, authoritative information and discriminate among them to support an analysis. • Search for relevant information from diverse authoritative sources. • Systematically evaluate the uses and limitations of sources. • Generate authoritative claim. • Evaluate and cite substantial, relevant evidence.

Threshold Achievement Level Descriptors
Grade 3 Mathematics

The student who just enters Level 2 should be able to:	
CONCEPTS AND PROCEDURES Targets A, B, C, and D: Operations and Algebraic Thinking	• Use multiplication and division within 100 to solve one-step mathematical problems involving arrays. • Determine the unknown number in a multiplication equation relating three whole numbers. • Apply the Commutative property of multiplication to mathematical problems with one- digit factors. • Recall from memory all products of two one-digit numbers. • Solve one- and two-step problems using all four operations with one- and two-digit numbers. • Identify patterns in the addition table.
CONCEPTS AND PROCEDURES Target E: Number and Operations – Base Ten	• Round whole numbers to the nearest 10 or 100.
CONCEPTS AND PROCEDURES Target F: Number and Operations– Fractions	• Identify a fraction on a number line.
CONCEPTS AND PROCEDURES Targets G and I: Measurement and Data	• Tell and write time to the nearest minute and measure liquid volumes and masses of objects using metric units of liters, grams, and kilograms. • Count unit squares to find the area of rectilinear figures.
CONCEPTS AND PROCEDURES Targets H and J: Measurement and Data	• Generate measurement data by measuring lengths using rulers marked with half-inch intervals. • Solve mathematical problems involving perimeters of polygons, including finding an unknown side length given the perimeter.
CONCEPTS AND PROCEDURES Target K: Geometry	• Partition shapes into parts with equal areas.
PROBLEM SOLVING & MODELING AND DATA ANALYSIS	• Select tools to solve a familiar and moderately scaffolded problem and apply them with partial accuracy. • Use the necessary elements given in a problem situation to solve a problem. • Apply mathematics to propose solutions by identifying important quantities and by locating missing information from relevant external resources.
COMMUNICATING REASONING	• Find and identify the flaw in an argument.

Threshold Achievement Level Descriptors
Grade 3 Mathematics

The student who just enters Level 3 should be able to:	
CONCEPTS AND PROCEDURES Targets A, B, C, and D: Operations and Algebraic Thinking	• Select the appropriate operation to solve one-step problems involving equal groups and arrays. • Use the properties of operations to multiply within the 10 by 10 multiplication table. • Fluently multiply within 100. • Solve two-step problems using addition and subtraction with numbers larger than 100 and solutions within 1,000.
CONCEPTS AND PROCEDURES Target E: Number and Operations – Base Ten	• Fluently add within 1,000, using strategies or algorithms based on place value understanding, properties of arithmetic, and/or the relationship between addition and subtraction.
CONCEPTS AND PROCEDURES Target F: Number and Operations– Fractions	• Represent a fraction on a number line with partitioning.
CONCEPTS AND PROCEDURES Targets G and I: Measurement and Data	• Estimate liquid volumes and masses of objects using standard units of grams, kilograms, and liters. • Find the area of a rectilinear figure by multiplying side lengths and by decomposing a rectilinear figure into non-overlapping rectangles and adding them together.
CONCEPTS AND PROCEDURES Targets H and J: Measurement and Data	• Generate measurement data by measuring length using rulers marked with quarter- inch intervals and represent the data on a line plot marked with quarter-inch intervals. • Solve word problems involving perimeters of polygons.
CONCEPTS AND PROCEDURES Target K: Geometry	• Draw examples of quadrilaterals that do not belong to given subcategories by reasoning about their attributes.
PROBLEM SOLVING & MODELING AND DATA ANALYSIS	• Use appropriate tools to accurately solve problems arising in everyday life, society, and the workplace. • Apply mathematics to solve problems by identifying important quantities and mapping their relationship and by stating and using logical assumptions.
COMMUNICATING REASONING	• Use stated assumptions, definitions, and previously established results and examples to identify and repair a flawed argument. • Use previous information to support his or her own reasoning on a routine problem.

Threshold Achievement Level Descriptors
Grade 3 Mathematics

The student who just enters Level 4 should be able to:	
CONCEPTS AND PROCEDURES Targets A, B, C, and D: Operations and Algebraic Thinking	• Use multiplication and division within 100 to solve one-step problems involving measurement quantities of two- or three-digit whole numbers. • Apply strategies in multiplication. • Use relevant ideas or procedures to multiply. • Explain arithmetic patterns.
CONCEPTS AND PROCEDURES Target E: Number and Operations – Base Ten	• Use multiple strategies to fluently add within 1,000.
CONCEPTS AND PROCEDURES Target F: Number and Operations– Fractions	• Represent a fraction approximately on a number line with no partitioning.
CONCEPTS AND PROCEDURES Targets G and I: Measurement and Data	• Solve one-step addition problems involving all time intervals from hours to minutes. • Find the area of a rectilinear figure in a word problem.
CONCEPTS AND PROCEDURES Targets H and J: Measurement and Data	N/A
CONCEPTS AND PROCEDURES Target K: Geometry	N/A
PROBLEM SOLVING & MODELING AND DATA ANALYSIS	• Analyze and interpret the context of an unfamiliar situation for problems of increasing complexity. • Begin to solve problems optimally. • Construct multiple plausible solutions and approaches.
COMMUNICATING REASONING	• Begin to construct chains of logic about abstract concepts autonomously.

Threshold Achievement Level Descriptors
Grade 4 Mathematics

The student who just enters Level 2 should be able to:	
CONCEPTS AND PROCEDURES Target A: Operations and Algebraic Thinking	• Add and subtract to solve one-step problems involving an unknown number.
CONCEPTS AND PROCEDURES Targets B and C: Operations and Algebraic Thinking	• Determine whether a given whole number in the range of 1–100 is a multiple of a given one-digit number. • Generate a shape pattern that follows a given rule.
CONCEPTS AND PROCEDURES Targets D and E: Number and Operations – Base Ten	• Look for and use repeated reasoning to generalize place value understanding in order to read and write multi-digit whole numbers less than or equal to 100,000 using base- ten numerals and number names. • Use place value understanding to add and subtract two- and three-digit whole numbers using a standard algorithm.
CONCEPTS AND PROCEDURES Targets F, G, and H: Number and Operations – Fractions	• Recognize equivalent fractions using visual models. • Use visual fraction models to represent a problem. • Express a fraction with denominator 10 as an equivalent fraction with denominator 100.
CONCEPTS AND PROCEDURES Targets I, J, and K: Measurement and Data	• Apply the perimeter formula to rectangles in mathematical problems. • Use data from a given line plot using fractions 1/2, 1/4, and 1/8 to solve one-step problems. • Recognize whole-number degrees on a protractor.
CONCEPTS AND PROCEDURES Target L: Geometry	• Identify points, lines, line segments, and rays.
PROBLEM SOLVING & MODELING AND DATA ANALYSIS	• Select tools to solve a familiar and moderately scaffolded problem and apply them with partial accuracy. • Use the necessary elements given in a problem situation to solve a problem. • Apply mathematics to propose solutions by identifying important quantities and by locating missing information from relevant external resources.
COMMUNICATING REASONING	• Find and identify the flaw in an argument.

Threshold Achievement Level Descriptors
Grade 4 Mathematics

The student who just enters Level 3 should be able to:	
CONCEPTS AND PROCEDURES Target A: Operations and Algebraic Thinking	• Multiply and divide to solve one-step problems involving equal groups or arrays.
CONCEPTS AND PROCEDURES Targets B and C: Operations and Algebraic Thinking	• Find factor pairs for whole numbers in the range of 1–100. • Identify apparent features of a pattern in a problem with scaffolding.
CONCEPTS AND PROCEDURES Targets D and E: Number and Operations – Base Ten	• Read and write multi-digit whole numbers less than or equal to 1,000,000 using base- ten numerals, number names, and expanded form. • Multiply four-digit whole numbers by a one-digit number.
CONCEPTS AND PROCEDURES Targets F, G, and H: Number and Operations – Fractions	• Generate equivalent fractions using visual models. • Identify and generate equivalent forms of a fraction with like denominators. • Add two fractions with respective denominators 10 and 100.
CONCEPTS AND PROCEDURES Targets I, J, and K: Measurement and Data	• Represent measurement quantities using diagrams such as number line diagrams that feature a measurement scale. • Interpret data from a line plot to solve problems involving addition of fractions with like denominators by using information presented in line plots. • Construct angles between 0 and 180 degrees in whole-number degrees using a protractor.
CONCEPTS AND PROCEDURES Target L: Geometry	• Draw lines of symmetry for two-dimensional figures.
PROBLEM SOLVING & MODELING AND DATA ANALYSIS	• Use appropriate tools to accurately solve problems arising in everyday life, society, and the workplace. • Apply mathematics to solve problems by identifying important quantities and mapping their relationship and by stating and using logical assumptions.
COMMUNICATING REASONING	• Use stated assumptions, definitions, and previously established results and examples to identify and repair a flawed argument. • Use previous information to support his or her own reasoning on a routine problem.

Threshold Achievement Level Descriptors
Grade 4 Mathematics

The student who just enters Level 4 should be able to:	
CONCEPTS AND PROCEDURES Target A: Operations and Algebraic Thinking	• Assess the reasonableness of answers using mental computation and estimation strategies, including rounding.
CONCEPTS AND PROCEDURES Targets B and C: Operations and Algebraic Thinking	N/A
CONCEPTS AND PROCEDURES Targets D and E: Number and Operations – Base Ten	N/A
CONCEPTS AND PROCEDURES Targets F, G, and H: Number and Operations – Fractions	• Compare two fractions with different numerators and different denominators using <, >, and =. • Compare two decimals to the hundredths using <, >, and = or a number line and justify the conclusions by using visual models.
CONCEPTS AND PROCEDURES Targets I, J, and K: Measurement and Data	• Apply the perimeter formula to rectangles in real-world problems. • Solve addition problems to find unknown angles on a diagram in mathematical problems.
CONCEPTS AND PROCEDURES Target L: Geometry	N/A
PROBLEM SOLVING & MODELING AND DATA ANALYSIS	• Analyze and interpret the context of an unfamiliar situation for problems of increasing complexity. • Begin to solve problems optimally. • Construct multiple plausible solutions and approaches.
COMMUNICATING REASONING	• Begin to construct chains of logic about abstract concepts autonomously.

Threshold Achievement Level Descriptors
Grade 5 Mathematics

The student who just enters Level 2 should be able to:	
CONCEPTS AND PROCEDURES Targets A and B: Operations and Algebraic Thinking	• Write numerical expressions having one set of parentheses, brackets, or braces. • Graph whole number ordered pairs from two whole number numerical patterns on a coordinate plane.
CONCEPTS AND PROCEDURES Targets C and D: Number and Operations – Base Ten	• Understand that in a multi-digit number, a digit in one place represents 10 times as much as it represents in the place to its right. • Demonstrate accuracy in multiplying multi-digit whole numbers and in finding whole number quotients of whole numbers with up to four-digit dividends and two-digit divisors.
CONCEPTS AND PROCEDURES Targets E and F: Number and Operations – Fractions	• Add two fractions and/or mixed numbers with unlike denominators (denominators less than or equal to 6) in mathematical problems. • Use benchmark fractions to estimate and assess the reasonableness of answers (denominators less than or equal to 6). • Multiply a whole number by a mixed number. • Know the effect that a fraction greater than or less than 1 has on a whole number when multiplied. • Use visual models when multiplying two fractions between 0 and 1. • Perform division of a whole number by any unit fraction. • Understand that division of whole numbers can result in fractions.
CONCEPTS AND PROCEDURES Targets G and H: Measurement and Data	• Convert a whole number measurement to a decimal or fractional valued measurement within the same system (e.g., 30 in =ft). • Make a line plot and display data sets in whole and half units.
CONCEPTS AND PROCEDURES Target I: Measurement and Data	• Understand the concept that the volume of a rectangular prism packed with unit cubes is related to the edge lengths.
CONCEPTS AND PROCEDURES Targets J and K: Geometry	• Graph whole number coordinate pairs on a coordinate plane with whole number increments of 2, 5, and 10. • Classify two-dimensional figures into categories by their attributes or properties.
PROBLEM SOLVING & MODELING AND DATA ANALYSIS	• Select tools to solve a familiar and moderately scaffolded problem and apply them with partial accuracy. • Use the necessary elements given in a problem situation to solve a problem. • Apply mathematics to propose solutions by identifying important quantities and by locating missing information from relevant external resources.
COMMUNICATING REASONING	• Find and identify the flaw in an argument.

Threshold Achievement Level Descriptors
Grade 5 Mathematics

The student who just enters Level 3 should be able to:	
CONCEPTS AND PROCEDURES Targets A and B: Operations and Algebraic Thinking	• Write and interpret expressions with two different operations. • Compare two related numerical patterns within sequences and tables.
CONCEPTS AND PROCEDURES Targets C and D: Number and Operations – Base Ten	• Use whole number exponents to denote powers of 10; round decimals to the thousandths; and read, write, and compare decimals to the thousandths using base-ten numerals, number names, and expanded form, using >, =, and < to record the results of the comparison. • Fluently multiply multi-digit whole numbers and find whole number quotients of whole numbers with up to four-digit dividends and two-digit divisors. • Perform the four operations on decimals to the hundredths. • Relate a strategy to a written method and explain the reasoning used.
CONCEPTS AND PROCEDURES Targets E and F: Number and Operations – Fractions	• Subtract fractions and mixed numbers with unlike denominators in word problems. • Use benchmark fractions and number sense of fractions to estimate and assess the reasonableness of answers. • Multiply a mixed number by a mixed number. • Use visual models when multiplying two fractions, including when one fraction is larger than 1. • Interpret division of a whole number by any unit fraction.
CONCEPTS AND PROCEDURES Targets G and H: Measurement and Data	• Convert from a smaller unit of measurement to a larger one, resulting in one decimal place (metric system) or a small denominator fraction (standard system). • Make a line plot to display data sets in fractions of a unit (1/2, 1/4, 1/8). • Solve one-step problems using information from line plots that require addition, subtraction, and multiplication of fractions.
CONCEPTS AND PROCEDURES Target I: Measurement and Data	• Use $V = lwh$ and $V = Bh$ to find the volume of rectangular prisms.
CONCEPTS AND PROCEDURES Targets J and K: Geometry	• Graph coordinate pairs where one term is a whole number and one is a fraction with a denominator of 2 or 4 on a coordinate plane with whole number axis increments. • Classify two-dimensional figures into subcategories by their attributes or properties.
PROBLEM SOLVING & MODELING AND DATA ANALYSIS	• Use appropriate tools to accurately solve problems arising in everyday life, society, and the workplace. • Apply mathematics to solve problems by identifying important quantities and mapping their relationship and by stating and using logical assumptions.
COMMUNICATING REASONING	• Use stated assumptions, definitions, and previously established results and examples to identify and repair a flawed argument. • Use previous information to support his or her own reasoning on a routine problem.

Threshold Achievement Level Descriptors
Grade 5 Mathematics

The student who just enters Level 4 should be able to:	
CONCEPTS AND PROCEDURES Targets A and B: Operations and Algebraic Thinking	• Compare two related numerical patterns and explain the relationship within sequences of ordered pairs that are rational numbers.
CONCEPTS AND PROCEDURES Targets C and D: Number and Operations – Base Ten	• Combine multiplying by powers of 10, comparing, and rounding to highlight essential understandings
CONCEPTS AND PROCEDURES Targets E and F: Number and Operations – Fractions	• Use or create visual models when multiplying two fractions that are larger than 1.
CONCEPTS AND PROCEDURES Targets G and H: Measurement and Data	N/A
CONCEPTS AND PROCEDURES Target I: Measurement and Data	• Find the volume of a right rectangular prism after doubling the edge length of a side with a whole number measurement and compare it to the original.
CONCEPTS AND PROCEDURES Targets J and K: Geometry	• Graph coordinate pairs where one term is a whole number and one is a fraction on a coordinate plane with fractional axis increments of 1/2, 1/4, or 1/10.
PROBLEM SOLVING & MODELING AND DATA ANALYSIS	• Analyze and interpret the context of an unfamiliar situation for problems of increasing complexity. • Begin to solve problems optimally. • Construct multiple plausible solutions and approaches.
COMMUNICATING REASONING	• Begin to construct chains of logic about abstract concepts autonomously.

Threshold Achievement Level Descriptors
Grade 6 Mathematics

The student who just enters Level 2 should be able to:	
CONCEPTS AND PROCEDURES Target A: Ratios and Proportional Relationships	• Find unit rates given two whole number quantities where one evenly divides the other.
CONCEPTS AND PROCEDURES Targets B and C: The Number System	• Divide a whole number by a fraction between 0 and 1 and be able to connect to a visual model. • Add and subtract multi-digit decimals. • Find common factors of two numbers less than or equal to 40. • Find multiples of two numbers less than or equal to 12.
CONCEPTS AND PROCEDURES Target D: The Number System	• Order fractions and integers. • Place integer pairs on a coordinate plane with axis increments of 2, 5, or 10.
CONCEPTS AND PROCEDURES Targets E, F, and G: Expressions and Equations	• Evaluate expressions with and without variables and without exponents. • Write one- and two-step algebraic expressions introducing a variable. • Solve one-variable equations and inequalities of the form $x + p = / \leq / \geq / < / > q$ or $px = / \leq / \geq / < / > q$, where p and q are nonnegative rational numbers. • Given a table of values for a linear relationship ($y = kx$ or $y = x \pm c$), create the equation.
CONCEPTS AND PROCEDURES Target H: Geometry	• Find areas of special quadrilaterals and triangles. • Draw polygons in the four-quadrant plane.
CONCEPTS AND PROCEDURES Targets I and J: Statistics and Probability	• Understand that questions that lead to variable responses are statistical questions and vice versa. • Identify a reasonable measure of central tendency for a given set of numerical data. • Find mean and median.
PROBLEM SOLVING & MODELING AND DATA ANALYSIS	• Select tools to solve a familiar and moderately scaffolded problem and apply them with partial accuracy. • Use the necessary elements given in a problem situation to solve a problem. • Apply mathematics to propose solutions by identifying important quantities and by locating missing information from relevant external resources.
COMMUNICATING REASONING	• Find and identify the flaw in an argument.

Threshold Achievement Level Descriptors
Grade 6 Mathematics

The student who just enters Level 3 should be able to:	
CONCEPTS AND PROCEDURES Target A: Ratios and Proportional Relationships	• Solve unit rate problems. • Solve percent problems by finding the whole, given a part and the percent. • Describe a ratio relationship between any two number quantities and understand the concept of unit rate in problems (denominators less than or equal to 12).
CONCEPTS AND PROCEDURES Targets B and C: The Number System	• Apply and extend previous understandings of multiplication and division to divide a mixed number by a fraction and be able to connect to a visual model. • Multiply and divide multi-digit decimal numbers. • Find the greatest common factor of two numbers less than or equal to 100 and the least common multiple of two numbers less than or equal to 12.
CONCEPTS AND PROCEDURES Target D: The Number System	• Place points with rational coordinates on a coordinate plane and combine absolute value and ordering, with or without models ($\|-3\| < \|-5\|$).
CONCEPTS AND PROCEDURES Targets E, F, and G: Expressions and Equations	• Write and evaluate numerical expressions without exponents and expressions from formulas in real-world problems. • Identify equivalent expressions. • Write one-variable equations and inequalities of the form $x + p = / \leq / \geq / < / > q$ or $px = / \leq / \geq / < / > q$, where p and q are nonnegative rational numbers. • Graph solutions to equations and inequalities on the number line. • Create the graph, table, and equation for a linear relationship ($y = kx$ or $y = x \pm c$) and make connections between the representations.
CONCEPTS AND PROCEDURES Target H: Geometry	• Find areas of quadrilaterals and other polygons that can be decomposed into three or fewer triangles. • Find the volume of right rectangular prisms with fractional or mixed number side lengths.
CONCEPTS AND PROCEDURES Targets I and J: Statistics and Probability	• Identify a reasonable center and spread for a given context and understand how this relates to the overall shape of the data distribution. • Understand that a measure of center summarizes all of its values with a single number. • Summarize or display data in box plots. • Find the interquartile range. • Use range and measures of center to describe the shape of the data distribution as it relates to a familiar context. • Pose statistical questions.
PROBLEM SOLVING & MODELING AND DATA ANALYSIS	• Use appropriate tools to accurately solve problems arising in everyday life, society, and the workplace. • Apply mathematics to solve problems by identifying important quantities and mapping their relationship and by stating and using logical assumptions.
COMMUNICATING REASONING	• Use stated assumptions, definitions, and previously established results and examples to identify and repair a flawed argument. • Use previous information to support his or her own reasoning on a routine problem.

Threshold Achievement Level Descriptors
Grade 6 Mathematics

The student who just enters Level 4 should be able to:	
CONCEPTS AND PROCEDURES Target A: Ratios and Proportional Relationships	• Solve unfamiliar or multi-step problems by finding the whole, given a part and the percent. • Understand and explain ratio relationships between any two number quantities. • Identify relationships between models or representations.
CONCEPTS AND PROCEDURES Targets B and C: The Number System	• Use visual models in settings where smaller fractions are divided by larger fractions. • Understand and apply the fact that a fraction multiplied or divided by 1 in the form of a/a is equivalent to the original fraction.
CONCEPTS AND PROCEDURES Target D: The Number System	N/A
CONCEPTS AND PROCEDURES Targets E, F, and G: Expressions and Equations	• Using the properties of operations, show why two expressions are equivalent. • Solve equations and inequalities of the form $x + p = / \leq / \geq / < / > q$ or $px = / \leq / \geq / < / > q$, where • p and q are rational numbers. • Create the graph, table, and equation for nonlinear polynomial relationships, making connections between the representations.
CONCEPTS AND PROCEDURES Target H: Geometry	• Solve problems by finding surface areas of triangular or rectangular prisms and triangular or rectangular pyramids.
CONCEPTS AND PROCEDURES Targets I and J: Statistics and Probability	• Predict effects on mean and median given a change in data points. • Complete a data set with given measures (e.g., mean, median, mode, interquartile range).
PROBLEM SOLVING & MODELING AND DATA ANALYSIS	• Analyze and interpret the context of an unfamiliar situation for problems of increasing complexity. • Begin to solve problems optimally. • Construct multiple plausible solutions and approaches.
COMMUNICATING REASONING	• Begin to construct chains of logic about abstract concepts autonomously.

Threshold Achievement Level Descriptors
Grade 7 Mathematics

The student who just enters Level 2 should be able to:	
CONCEPTS AND PROCEDURES Target A: Ratios and Proportional Relationships	• Identify proportional relationships presented in equation formats and find unit rates involving whole numbers.
CONCEPTS AND PROCEDURES Target B: The Number System	• Convert between familiar fractions and decimals.
CONCEPTS AND PROCEDURES Targets C and D: Expressions and Equations	• Apply properties of operations to expand linear expressions with integer coefficients. • Solve multi-step problems with decimal numbers. • Solve equations in the form of $px + q = r$, where p, q, and r are decimal numbers.
CONCEPTS AND PROCEDURES Targets E and F: Geometry	• Describe geometric shapes with given conditions. • Use vertical angles expressed as numerical measurements to solve problems. • Calculate the area of a circle when the formula is provided and the area of quadrilaterals.
CONCEPTS AND PROCEDURES Targets G, H, and I: Statistics and Probability	• Determine whether or not a sample is random. • Find the range of a set of data about a given population. • Approximate the probability of a chance event by collecting data.
PROBLEM SOLVING & MODELING AND DATA ANALYSIS	• Select tools to solve a familiar and moderately scaffolded problem and apply them with partial accuracy. • Use the necessary elements given in a problem situation to solve a problem. • Apply mathematics to propose solutions by identifying important quantities and by locating missing information from relevant external resources.
COMMUNICATING REASONING	• Find and identify the flaw in an argument.

Threshold Achievement Level Descriptors
Grade 7 Mathematics

The student who just enters Level 3 should be able to:	
CONCEPTS AND PROCEDURES Target A: Ratios and Proportional Relationships	• Represent proportional relationships in graphs and tables and solve one-step rate-related problems.
CONCEPTS AND PROCEDURES Target B: The Number System	• Solve mathematical problems using addition, subtraction, and multiplication on rational numbers. • Understand that $(-1)(-1) = 1$. • Convert common fractions and fractions with denominators that are a factor of a power of 10 to decimals.
CONCEPTS AND PROCEDURES Targets C and D: Expressions and Equations	• Add, subtract, and factor linear expressions with decimal coefficients. • Graph the solution set to a given inequality in the form of $x > p$ or $x < p$, where p is a rational number. • Understand that rewriting an expression can shed light on how quantities are related in a familiar problem-solving context with a moderate degree of scaffolding. • Use variables to reason with quantities in real-world and mathematical situations with a high degree of scaffolding.
CONCEPTS AND PROCEDURES Targets E and F: Geometry	• Create a scale drawing of a given figure when a scale factor is given. • Determine the surface area of a right prism. • Use vertical angles expressed as variables to solve two-step problems.
CONCEPTS AND PROCEDURES Targets G, H, and I: Statistics and Probability	• Use random sampling to draw inferences about a population in familiar contexts. • Informally assess the degree of visual overlap of two numerical data distributions. • Calculate the theoretical probability of a compound event.
PROBLEM SOLVING & MODELING AND DATA ANALYSIS	• Use appropriate tools to accurately solve problems arising in everyday life, society, and the workplace. • Apply mathematics to solve problems by identifying important quantities and mapping their relationship and by stating and using logical assumptions.
COMMUNICATING REASONING	• Use stated assumptions, definitions, and previously established results and examples to identify and repair a flawed argument. • Use previous information to support his or her own reasoning on a routine problem.

Threshold Achievement Level Descriptors
Grade 7 Mathematics

The student who just enters Level 4 should be able to:	
CONCEPTS AND PROCEDURES Target A: Ratios and Proportional Relationships	• Solve real-world problems involving proportional relationships that require one step with measurement conversions.
CONCEPTS AND PROCEDURES Target B: The Number System	• Solve real-world problems with integers and proper fractions, using addition, multiplication, subtraction, and division.
CONCEPTS AND PROCEDURES Targets C and D: Expressions and Equations	• Construct inequalities with two variables to solve problems.
CONCEPTS AND PROCEDURES Targets E and F: Geometry	• Describe the two-dimensional figures that result from slicing spheres and cones.
CONCEPTS AND PROCEDURES Targets G, H, and I: Statistics and Probability	• Generate multiple samples (or simulated samples) of the same size. • Determine which measures of variability should be used to draw informal comparative inferences about two populations. • Construct a simulation experiment and generate frequencies for compound events.
PROBLEM SOLVING & MODELING AND DATA ANALYSIS	• Analyze and interpret the context of an unfamiliar situation for problems of increasing complexity. • Begin to solve problems optimally. • Construct multiple plausible solutions and approaches.
COMMUNICATING REASONING	• Begin to construct chains of logic about abstract concepts autonomously.

Threshold Achievement Level Descriptors
Grade 8 Mathematics

The student who just enters Level 2 should be able to:	
CONCEPTS AND PROCEDURES Target A: The Number System	• Identify numbers as rational or irrational.
CONCEPTS AND PROCEDURES Targets B, C, and D: Expressions and Equations	• Find the cube of one-digit numbers and the cube root of perfect cubes (less than 1,000). • Use appropriate tools (e.g., calculator, pencil and paper) to translate large numbers from scientific to standard notation. • Identify the *y*-intercept and calculate the slope of a line from an equation or graph. • Graph a system of linear equations and identify the solution as the point of intersection.
CONCEPTS AND PROCEDURES Targets E and F: Functions	• Identify whether an input/output pair satisfies a function. • Compare properties of two linear functions represented in the same way (algebraically, graphically, or in a table). • Construct a table to represent a linear relationship between two quantities. • Qualitatively describe a graph of a linear function.
CONCEPTS AND PROCEDURES Targets G and H: Geometry	• Construct reflections across an axis and translations of figures in a coordinate plane.
CONCEPTS AND PROCEDURES Target I: Geometry	• Identify the appropriate formula for the volume of a cylinder and connect the key dimensions to the appropriate location in the formula.
CONCEPTS AND PROCEDURES Target J: Statistics and Probability	• Identify what a linear pattern looks like from a given scatter plot.
PROBLEM SOLVING & MODELING AND DATA ANALYSIS	• Select tools to solve a familiar and moderately scaffolded problem and apply them with partial accuracy. • Use the necessary elements given in a problem situation to solve a problem. • Apply mathematics to propose solutions by identifying important quantities and by locating missing information from relevant external resources.
COMMUNICATING REASONING	• Find and identify the flaw in an argument.

Threshold Achievement Level Descriptors
Grade 8 Mathematics

The student who just enters Level 3 should be able to:	
CONCEPTS AND PROCEDURES Target A: The Number System	• Convert from fractions to repeating decimals. • Use rational approximations of familiar irrational numbers to make numerical comparisons.
CONCEPTS AND PROCEDURES Targets B, C, and D: Expressions and Equations	• Solve simple quadratic monomial equations and represent the solution as a square root. • Work with and perform operations with scientific notation of large numbers. • Identify unit rate of change in linear relationships (i.e., slope is the rate of change). • Solve linear equations with rational number coefficients, including equations whose solutions require expanding expressions using the distributive property and collecting like terms and equations with infinitely many solutions or no solution. • Solve a system of linear equations with integer coefficients using an algebraic strategy.
CONCEPTS AND PROCEDURES Targets E and F: Functions	• Classify functions as linear or nonlinear on the basis of the algebraic representation. • Determine the rate of change and the initial value of a function. • Know linear equations of the form $y = mx + b$ are functions. • Compare properties of two linear functions represented in different ways (algebraically, graphically, or in a table).
CONCEPTS AND PROCEDURES Targets G and H: Geometry	• Predict the location of point P after a transformation. • Know that sequences of translations, rotations, and reflections on a figure always result in a congruent figure. • Construct rotations of figures in a coordinate plane.
CONCEPTS AND PROCEDURES Target I: Geometry	• Calculate the volume of a cylinder in direct and familiar mathematical and real-world problems.
CONCEPTS AND PROCEDURES Target J: Statistics and Probability	• Describe outliers for a given scatter plot.
PROBLEM SOLVING & MODELING AND DATA ANALYSIS	• Use appropriate tools to accurately solve problems arising in everyday life, society, and the workplace. • Apply mathematics to solve problems by identifying important quantities and mapping their relationship and by stating and using logical assumptions.
COMMUNICATING REASONING	• Use stated assumptions, definitions, and previously established results and examples to identify and repair a flawed argument. • Use previous information to support his or her own reasoning on a routine problem.

Threshold Achievement Level Descriptors
Grade 8 Mathematics

The student who just enters Level 4 should be able to:	
CONCEPTS AND PROCEDURES Target A: The Number System	• Approximate irrational numbers between two integers to a specified level of precision.
CONCEPTS AND PROCEDURES Targets B, C, and D: Expressions and Equations	• Write a system of two linear equations with two variables to represent a context.
CONCEPTS AND PROCEDURES Targets E and F: Functions	• Interpret the rate of change and initial value of a linear function in terms of its graph.
CONCEPTS AND PROCEDURES Targets G and H: Geometry	• Describe the impact of two transformations, including a dilation, on a figure. • Identify or draw the relevant right triangle in a three-dimensional figure, given coordinates or a diagram.
CONCEPTS AND PROCEDURES Target I: Geometry	• Solve unfamiliar or multi-step problems involving volumes of cylinders.
CONCEPTS AND PROCEDURES Target J: Statistics and Probability	• Use the trend line or line of best fit to make predictions in real-world situations.
PROBLEM SOLVING & MODELING AND DATA ANALYSIS	• Analyze and interpret the context of an unfamiliar situation for problems of increasing complexity. • Begin to solve problems optimally. • Construct multiple plausible solutions and approaches.
COMMUNICATING REASONING	• Begin to construct chains of logic about abstract concepts autonomously.

Threshold Achievement Level Descriptors
Grade 9 Mathematics

The student who just enters Level 2 should be able to:	
CONCEPTS AND PROCEDURES Target C Quantities	• Choose and interpret the correct units in a formula given in a familiar context, including making measurement conversions between simple units.
CONCEPTS AND PROCEDURES Targets D, G, and J Algebra	• Use linear equations in one and two variables and inequalities in one variable to model a familiar situation and to solve a familiar problem. • Explain solution steps for solving linear equations • Use properties of exponents to expand a single variable (coefficient of 1) repeated up to two times with a nonnegative integer exponent into an equivalent form and vice versa, e.g., x2x3 = xxxxx = x2+3. • Solve one-step linear equations and inequalities in one variable and understand the solution steps as a process of reasoning. • Represent linear equations in one and two variables graphically on a coordinate plane. • Recognize equivalent forms of linear. • Graph and estimate the solution of systems of linear equations.
CONCEPTS AND PROCEDURES Targets K, L, M, and N: Functions	• Understand the concept of a function in order to distinguish a relation as a function or not a function. • Identify properties of two linear or two exponential functions. • Understand equivalent forms of linear and functions. • Build an explicit function to describe or model a relationship between two quantities. • Add, subtract, and multiply linear functions.
CONCEPTS AND PROCEDURES Target P: Statistics and Probability	• Describe the differences in shape, center, and spread of two or more different data sets representing familiar contexts.

Threshold Achievement Level Descriptors
Grade 9 Mathematics

PROBLEM SOLVING Targets A, B, C, and D & MODELING AND DATA ANALYSIS Targets A, B, C, D, E, F, and G	• Select tools to solve a familiar and moderately scaffolded problem and apply them with partial accuracy. • Use the necessary elements given in a problem situation to solve a problem. • Apply mathematics to propose solutions by identifying important quantities and by locating missing information from relevant external resources.
COMMUNICATING REASONING Targets A, B, C, D, E, F, G	• Find and identify the flaw in an argument.
The student who just enters Level 3 should be able to:	
CONCEPTS AND PROCEDURES Target C: Quantities	• Reason quantitatively to choose and interpret the units in a formula given in an unfamiliar context, including making compound measurement conversions. • Define appropriate quantities or measurements in familiar contexts with some scaffolding to construct a model. • Choose the scale and origin of a graph or data display.
CONCEPTS AND PROCEDURES Targets D, G, and J, Algebra	• Create and use linear inequalities in two variables to model a situation and to solve a problem. • Use properties of exponents to write equivalent forms of exponential functions with one or more variables with integer coefficients with nonnegative integer exponents involving operations of addition, subtraction, and multiplication without requiring distribution of an exponent across parentheses. • Solve a quadratic equation with integer roots in standard form. • Represent exponential functions graphically and estimate the solution of systems of equations displayed graphically. • Understand that the plotted line, curve, or region represents the solution set to an equation or inequality. • Add and subtract linear equations.
CONCEPTS AND PROCEDURES Targets K, L, M, and N: Functions	• Identify the domain and range of linear and exponential functions presented in any form. • Use function notation to evaluate a function for numerical or monomial inputs. • Appropriately graph and interpret key features of linear exponential functions in familiar or scaffolded contexts and specify the average rate of change of a function on a given domain from its equation or approximate the average rate of change of a function from its graph. • Graph linear and exponential functions by hand and by using technology.

Threshold Achievement Level Descriptors
Grade 9 Mathematics

	• Analyze and compare properties of a linear function to properties of another function of any type. • Build a recursive function to describe or model a relationship between two quantities. • Divide linear functions.
CONCEPTS AND PROCEDURES Target P: Statistics and Probability	• Select the appropriate choice of spread as interquartile range or standard deviation based on the selection of the measure of center.
PROBLEM SOLVING Targets A, B, C, and D MODELING AND DATA ANALYSIS Targets A, B, C, D, E, F, and G	• Use appropriate tools to accurately solve problems arising in everyday life, society, and the workplace. • Apply mathematics to solve problems by identifying important quantities and mapping their relationship and by stating and using logical assumptions.
COMMUNICATING REASONING Targets A, B, C, D, E, F, G	• Use stated assumptions, definitions, and previously established results and examples to identify and repair a flawed argument. • Use previous information to support his or her own reasoning on a routine problem.
The student who just enters Level 4 should be able to:	
CONCEPTS AND PROCEDURES Target C: Quantities	• Define appropriate quantities or measurements in unfamiliar contexts with some scaffolding to construct a model.
CONCEPTS AND PROCEDURES Targets D, G, and J: Algebra	• Solve a formula for any variable in the formula. • Provide an example that would lead to an extraneous solution when solving linear equations.

Threshold Achievement Level Descriptors
Grade 9 Mathematics

CONCEPTS AND PROCEDURES Targets K, L, M, and N:	• Find the input of a function when given the function in function notation and the output, or find the output when given the input. • Describe complex features such as holes, symmetries, and end behavior of the graph of a function.
CONCEPTS AND PROCEDURES Target P: Statistics and Probability	• Interpret data to explain why a data value is an outlier.
PROBLEM SOLVING Targets A, B, C, and D & MODELING AND DATA ANALYSIS Targets A, B, C, D, E, F, and G	• Analyze and interpret the context of an unfamiliar situation for problems of increasing complexity. • Begin to solve problems optimally. • Construct multiple plausible solutions and approaches
COMMUNICATING REASONING Targets A, B, C, D, E, F, G	• Begin to construct chains of logic about abstract concepts autonomously.

Threshold Achievement Level Descriptors
Grade 10 Mathematics

The student who just enters Level 2 should be able to:	
CONCEPTS AND PROCEDURES Targets A and B: Number and Quantity	• Extend the properties of integer exponents to multiply expressions with rational exponents that have common denominators. • Perform operations on rational numbers and familiar irrational numbers. • Understand that rational numbers are closed under addition and multiplication.
CONCEPTS AND PROCEDURES Targets D, E, F, G, I Algebra	• Solve a simple radical equation. • Use properties of exponents to expand a single variable (coefficient of 1) repeated up to two times with a nonnegative integer exponent into an equivalent form and vice versa, e.g., $x^2x^3 = xxxxx = x^{2+3}$. • Represent quadratic equations with integer coefficients in one and two variables graphically on a coordinate plane. • Write a quadratic expression with integer-leading coefficients in an equivalent form by factoring. • Add multi-variable polynomials that simplify to quadratics..
CONCEPTS AND PROCEDURES Targets L, M, and N: Functions	• Interpret quadratic functions in context, and given the key features of a graph, the student should be able to identify the appropriate graph. • Graph quadratic functions by hand or by using technology. • Identify properties of two linear or two quadratic functions. • Understand equivalent forms of linear and quadratic functions. • Build an explicit function to describe or model a relationship between two quantities.
CONCEPTS AND PROCEDURES Target O: Similarity, Right Triangles, and Trigonometry	• Use the Pythagorean Theorem in unfamiliar problems to solve for the missing side in a right triangle with some scaffolding.

Threshold Achievement Level Descriptors
Grade 10 Mathematics

PROBLEM SOLVING Targets A, B, C, and D & MODELING AND DATA ANALYSIS Targets A, B, C, D, E, F, and G	• Select tools to solve a familiar and moderately scaffolded problem and apply them with partial accuracy. • Use the necessary elements given in a problem situation to solve a problem. • Apply mathematics to propose solutions by identifying important quantities and by locating missing information from relevant external resources.
COMMUNICATING REASONING Targets A, B, C, D, E, F, G	• Find and identify the flaw in an argument.
The student who just enters Level 3 should be able to:	
CONCEPTS AND PROCEDURES Targets A and B: Number and Quantity	• Apply all laws of exponents on expressions with exponents that have common denominators. • Rewrite expressions with rational exponents of the form (m/n) to radical form and vice versa. • Use repeated reasoning to recognize that the sums and products of a rational number and a nonzero irrational number are irrational.
CONCEPTS AND PROCEDURES Targets D, E, F, G, and I, Algebra	• Create and use quadratic inequalities in two variables to model a situation and to solve a problem. • Explain solution steps as a process of reasoning. • Solve a quadratic equation with integer roots in standard form. • Represent polynomial and exponential functions graphically and estimate the solution of systems of equations displayed graphically. • Understand that the plotted line, curve represents the solution set to an equation. • Add and subtract multi-variable quadratics and understand that quadratics are closed under subtraction.
CONCEPTS AND PROCEDURES Targets L, M, and N: Functions	• Appropriately graph and interpret key features of linear, quadratic, and exponential functions in familiar or scaffolded contexts and specify the average rate of change of a function on a given domain from its equation or approximate the average rate of change of a function from its graph. • Graph linear, quadratic, logarithmic, and exponential functions by hand and by using technology.

Threshold Achievement Level Descriptors
Grade 10 Mathematics

	• Analyze and compare properties of a linear function to properties of another function of any type. • Build a recursive function to describe or model a relationship between two quantities. • Divide linear functions.
CONCEPTS AND PROCEDURES Target O: Similarity, Right Triangles, and Trigonometry	• Use trigonometric ratios and the sine and cosine of complementary angles to find missing angles or sides of a given right triangle with minimal scaffolding.
PROBLEM SOLVING Targets A, B, C, and D & MODELING AND DATA ANALYSIS Targets A, B, C, D, E, F, and G	• Use appropriate tools to accurately solve problems arising in everyday life, society, and the workplace. • Apply mathematics to solve problems by identifying important quantities and mapping their relationship and by stating and using logical assumptions.
COMMUNICATING REASONING Targets A, B, C, D, E, F, G	• Use stated assumptions, definitions, and previously established results and examples to identify and repair a flawed argument. • Use previous information to support his or her own reasoning on a routine problem.
The student who just enters Level 4 should be able to:	
CONCEPTS AND PROCEDURES Targets A and B: Number and Quantity	• Explain the relationship between properties of integer exponents and properties of rational exponents.
CONCEPTS AND PROCEDURES Targets D, E, F, G, and I, Algebra	• Choose an appropriate equivalent form of an expression in order to reveal a property of interest when solving problems. • Solve a formula for any variable in the formula. • Provide an example that would lead to an extraneous solution when solving, quadratic equations. • Use a variety of methods such as factoring, completing the square, quadratic formula, etc., to solve equations and to find minimum and maximum values of quadratic equations.

Threshold Achievement Level Descriptors
Grade 10 Mathematics

CONCEPTS AND PROCEDURES Targets L, M, and N:	• Describe complex features such as holes, symmetries, and end behavior of the graph of a function. • Graph functions both by hand and by using technology.
Target O: Similarity, Right Triangles, and Trigonometry	• Solve right triangle problems with multiple stages and in compound figures without scaffolding.
PROBLEM SOLVING Targets A, B, C, and D & MODELING AND DATA ANALYSIS Targets A, B, C, D, E, F, and G	• Analyze and interpret the context of an unfamiliar situation for problems of increasing complexity. • Begin to solve problems optimally. • Construct multiple plausible solutions and approaches
COMMUNICATING REASONING Targets A, B, C, D, E, F, G	• Begin to construct chains of logic about abstract concepts autonomously.

Threshold Achievement Level Descriptors
Grade 11 Mathematics

The student who just enters Level 2 should be able to:	
CONCEPTS AND PROCEDURES Targets A and B: Number and Quantity	• Extend the properties of integer exponents to multiply expressions with rational exponents that have common denominators. • Perform operations on rational numbers and familiar irrational numbers. • Understand that rational numbers are closed under addition and multiplication.
CONCEPTS AND PROCEDURES Target C: Quantities	• Choose and interpret the correct units in a formula given in a familiar context, including making measurement conversions between simple units.
CONCEPTS AND PROCEDURES Targets D, E, F, G, H, I, and J: Algebra	• Use linear equations in one and two variables and inequalities in one variable to model a familiar situation and to solve a familiar problem. • Explain solution steps for solving linear equations and solve a simple radical equation. • Use properties of exponents to expand a single variable (coefficient of 1) repeated up to two times with a nonnegative integer exponent into an equivalent form and vice versa, e.g., $x^2x^3 = xxxxx = x^{2+3}$. • Solve one-step linear equations and inequalities in one variable and understand the solution steps as a process of reasoning. • Represent linear equations and quadratic equations with integer coefficients in one and two variables graphically on a coordinate plane. • Recognize equivalent forms of linear expressions and write a quadratic expression with integer-leading coefficients in an equivalent form by factoring. • Add multi-variable polynomials made up of monomials of degree 2 or less. • Graph and estimate the solution of systems of linear equations.
CONCEPTS AND PROCEDURES Targets K, L, M, and N: Functions	• Understand the concept of a function in order to distinguish a relation as a function or not a function. • Interpret quadratic functions in context, and given the key features of a graph, the student should be able to identify the appropriate graph. • Graph quadratic functions by hand or by using technology. • Identify properties of two linear or two quadratic functions. • Understand equivalent forms of linear and quadratic functions. • Build an explicit function to describe or model a relationship between two quantities. • Add, subtract, and multiply linear functions.
CONCEPTS AND PROCEDURES Target O: Similarity, Right Triangles, and Trigonometry	• Use the Pythagorean Theorem in unfamiliar problems to solve for the missing side in a right triangle with some scaffolding.
CONCEPTS AND PROCEDURES Target P: Statistics and Probability	• Describe the differences in shape, center, and spread of two or more different data sets representing familiar contexts.

Threshold Achievement Level Descriptors
Grade 11 Mathematics

PROBLEM SOLVING & MODELING AND DATA ANALYSIS	• Select tools to solve a familiar and moderately scaffolded problem and apply them with partial accuracy. • Use the necessary elements given in a problem situation to solve a problem. • Apply mathematics to propose solutions by identifying important quantities and by locating missing information from relevant external resources.
COMMUNICATING REASONING	• Find and identify the flaw in an argument.
The student who just enters Level 3 should be able to:	
CONCEPTS AND PROCEDURES Targets A and B: Number and Quantity	• Apply all laws of exponents on expressions with exponents that have common denominators. • Rewrite expressions with rational exponents of the form (m/n) to radical form and vice versa. • Use repeated reasoning to recognize that the sums and products of a rational number and a nonzero irrational number are irrational.
CONCEPTS AND PROCEDURES Target C: Quantities	• Reason quantitatively to choose and interpret the units in a formula given in an unfamiliar context, including making compound measurement conversions. • Define appropriate quantities or measurements in familiar contexts with some scaffolding to construct a model. • Choose the scale and origin of a graph or data display.
CONCEPTS AND PROCEDURES Targets D, E, F, G, H, I, and J: Algebra	• Create and use quadratic inequalities in two variables to model a situation and to solve a problem. • Write a quadratic expression in one variable with rational coefficients in an equivalent form by factoring, identify its zeroes, and explain the solution steps as a process of reasoning. • Use properties of exponents to write equivalent forms of exponential functions with one or more variables with integer coefficients with nonnegative integer exponents involving operations of addition, subtraction, and multiplication without requiring distribution of an exponent across parentheses. • Solve a quadratic equation with integer roots in standard form. • Represent polynomial and exponential functions graphically and estimate the solution of systems of equations displayed graphically. • Understand that the plotted line, curve, or region represents the solution set to an equation or inequality. • Add and subtract multi-variable polynomials of any degree and understand that polynomials are closed under subtraction.

Threshold Achievement Level Descriptors
Grade 11 Mathematics

CONCEPTS AND PROCEDURES Targets K, L, M, and N: Functions	• Identify the domain and range of linear, quadratic, and exponential functions presented in any form. • Use function notation to evaluate a function for numerical or monomial inputs. • Appropriately graph and interpret key features of linear, quadratic, and exponential functions in familiar or scaffolded contexts and specify the average rate of change of a function on a given domain from its equation or approximate the average rate of change of a function from its graph. • Graph linear, quadratic, logarithmic, and exponential functions by hand and by using technology. • Analyze and compare properties of a linear function to properties of another function of any type. • Build a recursive function to describe or model a relationship between two quantities.
CONCEPTS AND PROCEDURES Target O: Similarity, Right Triangles, and Trigonometry	• Use trigonometric ratios and the sine and cosine of complementary angles to find missing angles or sides of a given right triangle with minimal scaffolding.
CONCEPTS AND PROCEDURES Target P: Statistics and Probability	• Select the appropriate choice of spread as interquartile range or standard deviation based on the selection of the measure of center.
PROBLEM SOLVING & MODELING AND DATA ANALYSIS	• Use appropriate tools to accurately solve problems arising in everyday life, society, and the workplace. • Apply mathematics to solve problems by identifying important quantities and mapping their relationship and by stating and using logical assumptions.
COMMUNICATING REASONING	• Use stated assumptions, definitions, and previously established results and examples to identify and repair a flawed argument. • Use previous information to support his or her own reasoning on a routine problem.
The student who just enters Level 4 should be able to:	
CONCEPTS AND PROCEDURES Targets A and B: Number and Quantity	• Explain the relationship between properties of integer exponents and properties of rational exponents.
CONCEPTS AND PROCEDURES Target C: Quantities	• Define appropriate quantities or measurements in unfamiliar contexts with some scaffolding to construct a model.

Threshold Achievement Level Descriptors
Grade 11 Mathematics

CONCEPTS AND PROCEDURES Targets D, E, F, G, H, I, and J: Algebra	• Choose an appropriate equivalent form of an expression in order to reveal a property of interest when solving problems. • Solve a formula for any variable in the formula. • Provide an example that would lead to an extraneous solution when solving linear, quadratic, radical, and rational equations. • Use a variety of methods such as factoring, completing the square, quadratic formula, etc., to solve equations and to find minimum and maximum values of quadratic equations.
CONCEPTS AND PROCEDURES Targets K, L, M, and N: Functions	• Find the input of a function when given the function in function notation and the output, or find the output when given the input. • Describe complex features such as holes, symmetries, and end behavior of the graph of a function. • Graph functions both by hand and by using technology.
Target O: Similarity, Right Triangles, and Trigonometry	• Solve right triangle problems with multiple stages and in compound figures without scaffolding.
CONCEPTS AND PROCEDURES Target P: Statistics and Probability	• Interpret data to explain why a data value is an outlier.
PROBLEM SOLVING & MODELING AND DATA ANALYSIS	• Analyze and interpret the context of an unfamiliar situation for problems of increasing complexity. • Begin to solve problems optimally. • Construct multiple plausible solutions and approaches
COMMUNICATING REASONING	• Begin to construct chains of logic about abstract concepts autonomously.

Advanced – Chemistry	
Chemistry students performing at this level demonstrate a thorough conceptual understanding of science content and the application of skills and processes related to chemistry concepts.	
	Students at this level are able to do the following: • Analyze the periodic table to predict physical and chemical properties. • Analyze the historical developments that resulted in the modern version of the periodic table. • Create and evaluate graphs of data. • Analyze the key concepts of the kinetic molecular theory. • Analyze and compare the common theories defining acids and bases. • Compare and contrast physical and chemical properties and changes and appropriate computations. • Perform and analyze computations using scientific notation, the metric system and dimensional analysis. • Compute and evaluate measurement uncertainty to include precision, accuracy and the rules for significant digits. • Perform and analyze calculations related to the conversion of grams to moles to particles, atoms, molecules and volume. • Analyze and solve reaction stoichiometry problems. • Calculate and compare concentrations of solutions in various ways including molarity. • Analyze how the presence of solute particles affects the properties of a solution and be able to do calculations involving colligative properties. • Calculate and analyze quantitative relationships involved in acid/base chemistry including pH. • Demonstrate and apply understanding of the scientific method. • Justify the selection and use of appropriate scientific equipment, materials and techniques. • Correctly write symbols, formulas and names for elements, ions and compounds. • Analyze how electrons are involved in the formation of chemical bonds using the octet rule and Lewis dot diagrams. • Compare the polarity of chemical bonds using electronegativity. • Predict and analyze physical properties of compounds based upon the attractive forces between atoms and molecules. • Classify and explain the placement of all matter into appropriate categories. • Analyze the relationship and reactions of acids, bases, and salts. • Analyze the role of dissociation and ionization in producing strong, weak, and nonelectrolytes. • Analyze the kinetic molecular theory and apply it to phases of matter. • Analyze and calculate the changes in heat energy that occur during

	chemical reactions and phase changes. • Apply the conservation of matter by balancing chemical equations. • Analyze the difference between exothermic and endothermic chemical reactions during chemical or physical changes. • Analyze the classic historical experiments that were used to identify the components of an atom and its structure. • Determine the number of protons, neutrons and electrons for an atom, ion, or isotope. • Analyze the relationship between the structure of atoms and light absorption and emission. • Determine and compare and analyze electron arrangements of elements using electron configurations and orbital energy diagrams. • Analyze the law of conservation of mass and the law of definite proportions. • Analyze chemical equations for common types of chemical reactions and predict the products. • Analyze the factors that influence the rates of chemical reactions. • Analyze the role of chemistry in enabling technological advances. • Analyze the role of chemistry in energy and environmental issues.

Proficient – Chemistry

Chemistry students performing at this level demonstrate a general conceptual understanding of science content and the application of skills and processes related to chemistry concepts.

Students at this level are able to do the following:

- Use the periodic table to predict physical and chemical properties.
- Describe the historical development of the periodic table.
- Create and interpret graphs of data.
- Explain and interpret the key concepts of the kinetic molecular theory.
- Distinguish the common theories defining acids and bases.
- Identify, compare and contrast physical and chemical properties and changes and appropriate computations.
- Perform computations using scientific notation, the metric system and dimensional analysis.
- Compute measurement uncertainty to include precision, accuracy and the rules for significant digits.
- Perform calculations related to the conversion of grams to moles to particles, atoms, molecules and volume.
- Analyze and solve reaction stoichiometry problems.
- Express concentrations of solutions in various ways including molarity.
- Interpret how the presence of solute particles can affect the properties of a solution and be able to do calculations involving colligative properties.
- Analyze quantitative relationships involved in acid/base chemistry including pH.
- Demonstrate an understanding of the scientific method.
- Select and use appropriate scientific equipment, materials and techniques.
- Correctly write symbols, formulas and names for common elements, ions and compounds.
- Explain and understand how electrons are involved in the formation of chemical bonds using the octet rule and Lewis dot diagrams.
- Predict the polarity of chemical bonds using electronegativity.
- Predict physical properties of compounds based upon the attractive forces between atoms and molecules.
- Distinguish and classify all matter into appropriate categories.
- Explain the relationship and reactions of acids, bases, and salts.
- Explain the role of dissociation and ionization in producing strong, weak, and nonelectrolytes.
- Describe the Kinetic Molecular Theory as it applies to phases of matter.
- Explain and calculate the changes in heat energy that occur during chemical reactions and phase changes.
- Demonstrate the conservation of matter by balancing chemical equations.

	• Differentiate between exothermic and endothermic chemical reactions during chemical or physical changes. • Interpret the classic historical experiments that were used to identify the components of an atom and its structure. • Deduce the number of protons, neutrons and electrons for an atom or ion. • Describe the relationship between the structure of atoms and light absorption and emission. • Determine and illustrate electron arrangements of elements using electron configurations and orbital energy diagrams. • Illustrate the law of conservation of mass and the law of definite proportions. • Classify, write and balance chemical equations for common types of chemical reactions and predict the products. • Describe the factors that influence the rates of chemical reactions. • Assess the role of chemistry in enabling technological advances. • Evaluate the role of chemistry in energy and environmental issues.

Basic – Chemistry

Chemistry students performing at this level demonstrate a partial conceptual understanding of science content and the application of skills and processes related to chemistry concepts.

Chemistry students at this level are able to do the following:

- Recognize that the periodic table can be used to predict physical and chemical properties.
- Identify the historical development of the periodic table.
- Recognize graphs of data.
- Identify the key concepts of the kinetic molecular theory.
- Recognize the common theories defining acids and bases.
- Identify physical and chemical properties and changes and appropriate computations.
- Perform basic computations using scientific notation, the metric system and dimensional analysis.
- Recognize aspects of measurement uncertainty including precision, accuracy and the rules for significant digits.
- Perform some simple calculations related to the conversion of grams to moles to particles, atoms, molecules and volume.
- Solve simple stoichiometry problems.
- Recognize concentrations of solutions in various ways including molarity.
- Identify how the presence of solute particles affects the properties of a solution and be able to do calculations involving colligative properties.
- Recognize quantitative relationships involved in acid/base chemistry including pH.
- Identify the scientific method.
- Identify scientific equipment, materials and techniques.
- Recognize symbols, formulas and names for common elements, ions and compounds.
- Identify how electrons are involved in the formation of chemical bonds using the octet rule and Lewis dot diagrams.
- Recognize the polarity of chemical bonds using electronegativity.
- Identify physical properties of compounds based upon the attractive forces between atoms and molecules.
- Classify some types of matter into appropriate categories.
- Identify the relationship and reactions of acids, bases, and salts.
- Identify the role of dissociation and ionization in producing strong, weak, and nonelectrolytes.
- Identify the Kinetic Molecular Theory.
- Recognize the changes in heat energy that occur during chemical reactions and phase changes.
- Recognize the conservation of matter by examining balanced

	chemical equations. • Recognize the difference between exothermic and endothermic chemical reactions during chemical or physical changes. • Recognize the classic historical experiments that were used to identify the components of an atom and its structure. • Recognize the number of protons, neutrons and electrons for an atom or ion. • Recognize the relationship between the structure of atoms and light absorption and emission. • Identify electron arrangements of elements using electron configurations and orbital energy diagrams. • Identify the law of conservation of mass and the law of definite proportions. • Recognize chemical equations for common types of chemical reactions and identify the products. • Identify the factors that influence the rates of chemical reactions. • Identify the role of chemistry in enabling technological advances. • Identify the role of chemistry in energy and environmental issues.

Advanced – Biology

Biology students performing at this level demonstrate a thorough conceptual understanding of science content and the application of skills and processes related to biological concepts.

Students at this performance level are able to do the following:

- Analyze and apply the scientific meaning of system, order, and organization to a given system.
- Use observations and data as evidence on which to base complex scientific explanations.
- Evaluate and analyze changes that can occur in and among systems.
- Calculate and make conversions using the metric system.
- Analyze questions and concepts that guide scientific investigations.
- Apply technology and mathematics to investigations.
- Analyze and compare alternative explanations and models.
- Analyze the differences among observations, hypotheses, and theories.
- Evaluate technical writing, graphs, charts, and diagrams.
- Apply the theory of evolution to explain how species change over time.
- Evaluate how evolution is the consequence of interactions among the potential of a species to increase its numbers, genetic variability, a finite supply of resources, and the selection by the environment of those offspring better able to survive and reproduce.
- Evaluate how matter tends toward more disorganized states (entropy).
- Analyze how organisms use the continuous input of energy and matter to maintain their chemical and physical organization.
- Explain how the energy for life is primarily derived from the Sun through photosynthesis.
- Analyze cellular respiration and the synthesis of macromolecules and compare the different processes.
- Compare how matter cycles and energy flows through the different levels of organization of living systems (cells, organs, organisms, communities) and their environment.
- Compare the particular structures that underlie the cellular functions.
- Analyze chemical reactions that occur in cells.
- Analyze how cells use DNA to store and use information for cell functions.
- Analyze how selective expression of genes can produce specialized cells from a single cell.
- Analyze complex environmental issues such as water and air quality, hazardous waste, forest health, and agricultural production.
- Predict how science advances technology and how technology advances science.

	• Analyze how science and technology are pursued for different purposes. • Compare the difference between renewable and nonrenewable resources.

Proficient – Biology	
Biology students performing at this level demonstrate a general conceptual understanding of science content and the application of skills and processes related to biological concepts.	
	Students at this performance level are able to do the following: • Explain the scientific meaning of system, order, and organization. • Apply the concepts of order and organization to a given system. • Use observations and data as evidence on which to base scientific explanations. • Measure changes that can occur in and among systems. • Analyze changes that can occur in and among systems. • Measure and calculate using the metric system. • Identify questions and concepts that guide scientific investigations. • Use appropriate technology and mathematics to make investigations. • Analyze alternative explanations and models. • Explain the differences among observations, hypotheses, and theories. • Analyze technical writing, graphs, charts, and diagrams. • Use the theory of evolution to explain how species change over time. • Explain how evolution is the consequence of interactions among the potential of a species to increase its numbers, genetic variability, a finite supply of resources, and the selection by the environment of those offspring better able to survive and reproduce. • Explain how matter tends toward more disorganized states (entropy). • Explain how organisms use the continuous input of energy and matter to maintain their chemical and physical organization. • Show how the energy for life is primarily derived from the Sun through photosynthesis. • Describe cellular respiration and the synthesis of macromolecules. • Show how matter cycles and energy flows through the different levels of organization of living systems (cells, organs, organisms, communities) and their environment. • Identify the particular structures that underlie the cellular functions. • Explain cell functions involving chemical reactions. • Explain how cells use DNA to store and use information for cell functions. • Explain how selective expression of genes can produce specialized cells from a single cell. • Analyze simple environmental issues such as water and air quality, hazardous waste, forest health, and agricultural production. • Explain how science advances technology and how technology advances science. • Explain how science and technology are pursued for different purposes. • Describe the difference between renewable and nonrenewable resources.

Basic – Biology	
Biology students performing at this level demonstrate a partial conceptual understanding of science content and the application of skills and processes related to biological concepts.	
	Students at this performance level are able to do the following: • Identify the scientific meaning of system, order, and organization. • Recognize the concepts of order and organization and how they are related to a given system. • Identify observations and data as evidence on which to base scientific explanations. • Identify changes that can occur in and among systems. • Measure using the metric system. • Identify questions that guide scientific investigations. • Identify appropriate technology and mathematics to make investigations. • Identify alternative explanations and models. • Recognize the differences among observations, hypotheses, and theories. • Uses technical writing, graphs, charts, and diagrams. • Identify the theory of evolution. • Recognize how evolution is the consequence of interactions among the potential of a species to increase its numbers, genetic variability, a finite supply of resources, and the selection by the environment of those offspring better able to survive and reproduce. • Recognize that matter tends toward more disorganized states (entropy). • Recognize that organisms use the continuous input of energy and matter to maintain their chemical and physical organization. • Recognize that the energy for life is primarily derived from the sun through photosynthesis. • Recognize the process of cellular respiration. • Recognize that matter cycles and energy flows through the different levels of organization of living systems (cells, organs, organisms, communities) and their environment. • Identify main cellular structures. • Identify cell functions involving chemical reactions. • Recognize that cells use DNA to store and use information for cell functions. • Recognize that the selective expression of genes can produce specialized cells from a single cell. • Identify environmental issues such as water and air quality, hazardous waste, forest health, and agricultural production. • Recognize that science advances technology and that technology advances science. • Recognize that science and technology are pursued for different

	purposes. • Identify the difference between renewable and nonrenewable resources.

TAB	DESCRIPTION	ACTION
1	**CORE PRINCIPLES FOR TRANSFORMING REMEDIATION**	Information Item
2	**BOARD POLICY III.T. STUDENT ATHLETES – FIRST READING**	Motion to Approve
3	**BOARD POLICY III.P. STUDENTS – SECOND READING**	Motion to Approve
4	**BOISE STATE UNIVERSITY – ED.S. EDUCATIONAL TECHNOLOGY**	Motion to Approve

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SUBJECT

Core Principles for Transforming Remediation within a Comprehensive Student Success Strategy: A Joint Statement

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.Q. Admission Standards, Section III.R. Retention Standards and Section III.S. Remedial Education
Complete College Idaho Plan

BACKGROUND/DISCUSSION

Idaho became a Complete College America (CCA) Alliance State in 2010. It has since worked closely with CCA on a range of academic initiatives including transforming remediation, creating guided pathways in STEM programs and, currently, the development of math pathways in promotion of co-requisite remediation. CCA has asked its alliance states to endorse the following principles.

1. Every student's postsecondary education begins with an intake process to choose an academic direction and identify the support needed to pass relevant credit-bearing gateway courses in the first year.

2. Enrollment in college-level math and English courses or course sequences aligned with the student's program of study is the default placement for the vast majority of students.

3. Academic and non-academic support is provided in conjunction with gateway courses in the student's academic or career area of interest through co-requisite or other models with evidence of success in which supports are embedded in curricula and instructional strategies.

4. Students for whom the default college-level course placement is not appropriate, even with additional mandatory support, are enrolled in rigorous, streamlined remediation options that align with the knowledge and skills required for success in gateway courses in their academic or career area of interest.

5. Every student is engaged with content of required gateway courses that is aligned with his or her academic program of study—especially in math.

6. Every student is supported to stay on track to a college credential, from intake forward, through the institution's use of effective mechanisms to generate, share, and act on academic performance and progression data.

IMPACT

By endorsing this document, the Board reflects its commitment to both the principles but also CCA's ongoing efforts to promote college completion. There is no fiscal impact.

ATTACHMENTS

Attachment 1 - Core Principles for Transforming Remediation within a Comprehensive: A Joint Statement Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The principles are aligned with Board polices III.Q., III.R. and III.S and with the current efforts of Idaho's public post-secondary institutions to delivery highly successful remedial education.

The joint statement was unanimously endorsed by both the Council on Academic Affairs and Programming (CAAP) and the Board's Instruction, Research, and Student Affairs (IRSA) Committee.

Staff recommends endorsement.

BOARD ACTION

I move to endorse Complete College America's joint statement outlining Core Principles for Transforming Remediation within a Comprehensive Student Success Strategy as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



Core Principles for Transforming Remediation within a Comprehensive

Student Success STRATEGY

A JOINT STATEMENT

Achieving the Dream℠ Community Colleges Count

AMERICAN ASSOCIATION OF COMMUNITY COLLEGES

Charles A. Dana Center, The University of Texas at Austin

COMPLETE COLLEGE AMERICA

EDUCATION COMMISSION OF THE STATES

JOBS FOR THE FUTURE

Six Core Principles

PRINCIPLE 1

Every student's postsecondary education begins with an intake process to choose an academic direction and identify the support needed to pass relevant credit-bearing gateway courses in the first year.

PRINCIPLE 2

Enrollment in college-level math and English courses or course sequences aligned with the student's program of study is the default placement for the vast majority of students.

PRINCIPLE 3

Academic and nonacademic support is provided in conjunction with gateway courses in the student's academic or career area of interest through co-requisite or other models with evidence of success in which supports are embedded in curricula and instructional strategies.

PRINCIPLE 4

Students for whom the default college-level course placement is not appropriate, even with additional mandatory support, are enrolled in rigorous, streamlined remediation options that align with the knowledge and skills required for success in gateway courses in their academic or career area of interest.

PRINCIPLE 5

Every student is engaged with content of required gateway courses that is aligned with his or her academic program of study—especially in math.

PRINCIPLE 6

Every student is supported to stay on track to a college credential, from intake forward, through the institution's use of effective mechanisms to generate, share, and act on academic performance and progression data.

Colleges and postsecondary systems across the nation have demonstrated remarkable progress since *Core Principles for Transforming Remediation* was published in 2012. States and institutions are phasing out standalone or multi-course remediation sequences, resulting in tens of thousands of students more quickly enrolling in and completing college-level courses.

Building on this progress, we have updated the principles to focus even greater attention on scaling practices that can provide all students—especially those who are low-income or from historically underserved communities—with the guidance, support and skills they need to enter a coherent program of study and move toward their academic goals. We present these revised principles for transforming remediation in the context of a broader set of student success strategies that growing evidence suggests will enable institutions to significantly increase their students' timely completion of certificates, licenses and degrees with labor market value.

We do not underestimate the complexity of the challenges institutions will need to address if they are to enable all of their students to realize their best hopes for their higher education. Among these challenges is the need to ensure that institutional efforts to increase timely completion do not come at the expense of students who may need multi-dimensional or highly personalized supports to succeed. Institutions will also need to carefully consider how to address, without sacrificing equity, the many conflicting demands that their diverse publics make of them. They will need to reevaluate the status of longstanding organizational structures and priorities that served an access agenda well but a completion agenda less well or not at all. And institutions will need to do all of this while forthrightly and strategically considering the implications of their choices for their business models.

In response to the need expressed at both state and national levels to increase the proportion of our population with postsecondary credentials, institutions everywhere are rethinking the efficacy of their orientation, advising, placement, and remedial education policies and practices. They also are examining the range, content and coherence of their degree programs.

No single set of strategies will serve our country's enormous diversity of students and postsecondary institutions. This joint statement of principles describes common elements of diverse strategies that are showing great promise. In too many institutions, highly effective practices currently serve only a small percentage of students who would benefit from them. We must address the organizational challenges that present barriers to bringing these practices to scale.

Despite the challenges, the creative energy currently being devoted to transforming higher education is palpable. Now is the time to take on the difficult work of institutional change. We hope this joint statement of principles can serve as a trustworthy guide at this pivotal moment in American higher education.

The Need for Systemic Change

Countless individuals have worked in developmental education and devoted their professional lives to serving students who need significant support to meet their personal, academic and career goals. These individuals have labored to ensure that the democratization of higher education fully realizes its promise. It is now time to recognize and act on the fact that these committed individuals typically work within systems that need fundamental redesign. We call on institutions of higher education and their supporters to direct their passion and energy to developing and implementing strategies that are consistent with these principles and that show great promise for improved outcomes for all students.

The principles set forth in this joint statement represent our best judgment, grounded in evidence, about how to redesign developmental education to be more effective. As promising practices evolve on the ground and additional research on such practices is conducted and released, the principles will almost certainly require further revision.

This joint statement is not a replacement for the separate, more comprehensive policy and practice guidance documents issued by the signatories of these principles. Rather, this joint statement is offered in recognition of our support for important work now underway and our wish to give that work increased legitimacy and forward momentum.

The signatories to this joint statement of principles commit to working with institutions, policymakers and researchers in search of more effective ways to support the success of all college students across the nation—especially those populations that in the past have gone no further than developmental, non-credit-bearing work. For those students especially, it is time to make college completion not just a dream but a reality.

Design Principles EMERGING FROM THE FIELD

PRINCIPLE 1

Every student's postsecondary education begins with an intake process to choose an academic direction and identify the support needed to pass relevant credit-bearing gateway courses in the first year.

Students are far more likely to succeed in postsecondary education if they have a purpose in mind. Yet many new students arrive without clear goals for college and careers and, in many cases, without an understanding of their options. Recognizing the need for students to aim for clear academic and career goals, the process for college enrollment is changing to accomplish critical objectives for student success. Specifically, an effective intake process helps students make an initial choice of academic and professional direction; identifies their academic and nonacademic needs with multiple reliable measures, including practical information about their academic skills, interests and goals; and ensures they have the supports they will need to succeed in college-level work.

For example, many colleges are helping new students choose from a small set of "meta-majors," or broad career and academic focus areas, including social and behavioral sciences, information technology, health careers, business, the arts, and STEM. These are characterized by a default curriculum that allows students to explore and select a specific program of study by the end of their first year. An early determination of an academic direction helps students better understand the purpose of the courses they are taking, leading to increased student motivation and persistence.

Leading colleges are not focused on screening students out of credit-bearing work and into remediation. Instead, they are implementing innovative and effective intake processes that help students clarify their goals, build their academic confidence and college know-how, and position themselves for success in gateway courses and beyond.

PRINCIPLE 2

Enrollment in college-level math and English courses or course sequences aligned with the student's program of study is the default placement for the vast majority of students.

Today, it has become clear that sequences of fragmented, reductive coursework that students must complete before entering college-level courses are not a reliable on-ramp to college for most students who have traditionally been judged to be underprepared. These traditional remedial course sequences are especially problematic because half of all students aspiring to achieve a postsecondary credential, and a majority of students enrolled in community colleges, are currently placed into remedial education.

Increasing numbers of colleges are changing from a remedial paradigm to a default approach of placing students directly into credit-bearing courses or course sequences with enhanced support. The default setting means that a very large majority of students are expected to enroll in those courses. This shift is crucial given that recent research shows that many more students can succeed in college-level gateway courses than have historically been placed into them. Completion of credit-bearing work—with appropriate support—is key to equity.

Students do better when they are engaged in work that counts toward a degree or credential in their academic or career area of interest, and completing a set of gateway courses in the first year is a critical step toward college completion. Supported by a strong advising process, students may decide to opt out of the default placement, but diagnostic and focused advising implemented as a mandatory part of the intake process can help to ensure that all students are making a considered decision and have the support they need to succeed.

PRINCIPLE 3

Academic and nonacademic support is provided in conjunction with gateway courses in the student's academic or career area of interest through co-requisite or other models with evidence of success in which supports are embedded in curricula and instructional strategies.

Many students do not succeed in college-level courses as these courses are currently taught and structured. Indeed, many students at all levels of preparation need help with their college-level courses—not only in math and English, but also in other key courses in their program of study, such as Biology 101 for aspiring nurses and Economics 101 or Accounting 101 for prospective business majors. Even more support is needed when colleges increase access to and broaden the range of students who begin their postsecondary studies in gateway college-credit courses and potentially concentrate more significant academic need in any remaining remedial programs.

The type of support that students need can vary, and a comprehensive intake process can help to identify a student's most pressing academic and nonacademic needs. Co-requisite and other integrated support models provide mandatory support in connection with gateway courses or course sequences. They offer alternatives to prerequisite, standalone remediation that colleges have found to be largely unsuccessful. Co-requisite models deliver academic and nonacademic support while students are learning college-level content. Co-requisite support takes many forms to help students develop the suite of academic and nonacademic skills necessary for gateway course success and academic momentum. The supports are discipline-appropriate and might include, for example, required tutoring, supplemental instruction, computer lab learning, group assignments, study groups and/or co-enrollment in a skill-building course.

Promising models include:

- **One-semester co-requisite support.** In this approach, students enroll directly into single-semester, gateway college-level courses and are provided additional academic support either within or alongside the course. Remedial support can be provided as a required supplemental, parallel support course; as a non-course-based option such as required participation in self-paced instruction in a computer lab; or as mandatory tutoring. One common strategy is simply to extend instructional time after class (e.g., 45 minutes) or to add additional hours to courses (e.g., five hours per week instead of three).
- **Structured cohort models.** Students in highly structured cohort models with integrated supports take their courses with a set of peers organized as a learning community. As in the above model, the courses are redesigned to include essential academic and nonacademic supports, but students receive added financial aid and advising that enable them to attend college full time and to complete a highly prescribed set of courses in a fixed timespan.

PRINCIPLE 4

Students for whom the default college-level course placement is not appropriate, even with additional mandatory support, are enrolled in rigorous, streamlined remediation options that align with the knowledge and skills required for success in gateway courses in their academic or career area of interest.

Evidence emerging from colleges adopting a practice of default placement into gateway courses with mandatory support is extremely encouraging, with many more students passing gateway courses than traditional models. Even so, there is much more work to be done to ensure greater student success, particularly for populations that have been traditionally underserved by postsecondary education. For the sake of equity, we cannot afford to dismiss this reality, and colleges are rightly focused on better understanding and implementing the type and level of support required for *all* students to succeed in gateway courses in their first year of college.

Promising models include:

» **One-year course sequence.** Students with more significant remedial needs can benefit from more robust instruction and enhanced learning supports in the form of a two-semester course sequence in which students master gateway college-credit course material in one year. What makes the one-year model different from traditional remediation models is that course content over the two terms is strategically aligned to the core competencies and skills required for students to complete the college-level gateway course. Course pathways are enhanced college-level courses aligned to a program of study with remedial instruction delivered in a just-in-time manner over the course of a year. In several examples, students study college-level material immediately although at a slower pace than traditional courses and with support embedded in the classroom. These models integrate the teaching of gateway course content with basic skills. Another important component of these models is that they address other college success skills like time management and study skills. Some organizations describe these course pathways as one-year co-requisite models.

» **Embedded or parallel remediation in career technical programs.** For students enrolled in a certificate or applied degree program, embedding or providing parallel remediation within the courses or technical program ensures that students are able to immerse themselves in the content that was the purpose of their postsecondary enrollment in the first place. What is most promising about this approach is that it has been proven to work with students who have more significant remedial education needs, including those who are eligible for Adult Basic Education instruction.

Continued development and rigorous evaluation of strategies that provide students with access to the full range of postsecondary credentials and programs must be a priority for postsecondary leaders. It is essential to maintaining the viability of the open-door mission of American higher education.

PRINCIPLE 5 Every student is engaged with content of required gateway courses that is aligned with his or her academic program of study—especially in math.

In the past, many introductory math and English courses have included content that was not well-aligned with a student's intended academic direction. Consequently, many students were tripped up in their pursuit of a credential while studying content that was not directly aligned with their goals.

Today, colleges are increasingly focusing the academic content of remedial and gateway mathematics and English courses and course sequences on the critical foundational skills required for specific academic and career programs.

There is also growing consensus among the professional associations of mathematicians that intermediate algebra and college algebra should not be the default requirement for programs that do not depend on their content. Students pursuing a program that does not require calculus would likely be better served by taking a rigorous mathematics course more aligned with their intended major. Gateway courses in statistics, mathematical modeling, or quantitative reasoning, rather than college algebra, may be more appropriate for a large percentage of students who are not on a calculus path.

Many students who are pursuing majors that do require calculus, such as engineering, are often not ready for the demands of this challenging course. Colleges and universities are working to provide these students with a calculus-preparatory course or course sequence that enables them to develop the algebraic proficiency and conceptual knowledge of algebra and geometry that they will need for success. Traditional college algebra courses typically do not meet this need.

In addition, courses such as Anatomy and Physiology, Accounting 101 and Basic Drafting—not just college-level math and English—can act as gateway courses and build foundational reading, writing and quantitative reasoning skills as students engage with motivating and contextualized college-level content. Practices analogous to those that increase success in college-level math and English should be deployed in these courses as well.

Finally, the modernization of courses and course sequences (and associated embedded supports) needs to be linked to strengthened system policies that ensure the transferability of credits to their receiving institutions and their applicability to students' intended programs of study. This policy shift is essential, given the large number of students who transfer among institutions.

PRINCIPLE 6

Every student is supported to stay on track to a college credential, from intake forward, through the institution's use of effective mechanisms to generate, share, and act on academic performance and progression data.

It is a great start for institutions to have programs organized by broad academic focus areas (meta-majors) and pathways to and through gateway courses and other milestones aligned with specific career and further education goals. It is even better to have students choosing a direction and being placed early into relevant gateway courses with embedded support. The "third leg of the stool" is providing mechanisms for helping students stay on a path to completing their chosen programs of study and for providing support early on, before problems emerge.

Some institutions may need to rethink the roles and organizational relationships among academic departments and workforce programs, student services, and institutional research. Other institutions may need to rethink advising and the monitoring of student performance. The enhancement of institutional research in the service of campus and system improvement initiatives is essential.

Fortunately, a growing number of postsecondary institutions and systems are making impressive progress on the analytics of student success. These institutions have lessened the distance between research and practice in American higher education. They can serve as a beacon for all institutions striving to achieve their missions and increase their students' success.

Collaboration with K–12 SYSTEMS, WORKFORCE PROGRAMS AND ADULT BASIC EDUCATION PROVIDERS

Postsecondary leaders are increasingly working collaboratively with those who prepare their entering students, including K–12 education systems, workforce programs, and Adult Basic Education providers, to increase the college readiness of their students.

Colleges are uniquely equipped to provide these partners with information about students' readiness and success after enrollment. Better alignment between college-preparatory and postsecondary programs can limit the need for extra support once students enter into a postsecondary pathway. Furthermore, early use of college- and career-readiness assessments can lead to customized academic skill development during the senior year of high school. Similar strategies can be employed in Adult Basic Education and English as a Second Language programs.

Even with deeper collaboration, some students will begin their college education needing support to succeed in college-level work. Higher education institutions have an obligation to ensure the success of all students they admit. The principles outlined in this joint statement are offered as a resource for meeting that responsibility.

A Commitment TO IMPLEMENT THE PRINCIPLES — AT SCALE

These principles have emerged from the field and are based on the work of faculty members and other innovators committed to the success of students that represent the full diversity of American society. These principles are informed by experience on the ground and a growing corpus of scholarly research and practical wisdom.

This joint statement is a commitment from our organizations to work closely with state, system and institutional leaders to support implementation of the principles. The time has come to move past piloting ideas and on to embracing the implementation of evidence-based practices at scale. We are all engaged in a process of transitioning from a system that served *some* students well to a system that serves *all* students well.

Implementation of the principles may be scaled over time—even as they are refined based on new evidence—but we urge policymakers and practitioners to implement them intentionally, urgently, and in good faith to serve students as they endeavor to improve their lives through higher education.

Glossary

Co-requisite support. Co-requisite support refers not to a single model of instruction but encompasses a variety of integrated and contextualized *mandatory* academic and nonacademic supports necessary for student success in gateway courses. Examples include: additional hours of class time; stretch classes spread over two semesters; a two-hour computer lab with a mentor; or embedded and contextualized content in a technical course.

Default placement. The practice of routinely placing students in credit-bearing math and English gateway courses to help them get started on a program of study. Default means it is not mandatory, but it is what will happen absent a proactive diagnostic and advising process as part of the college intake experience.

Degrees and certificates of value. Postsecondary credentials that are in demand in the workforce and therefore lead to livable wage job opportunities and/or provide a sound foundation for further education and training.

Equity. Equity is the principle of fairness. In higher education, equity involves ensuring that each student receives what he or she needs to be successful. Achievement gaps may reflect structural inequities when disparities are the result of historic and systemic social injustices or the unintended or indirect consequences of institutional or social policies. Many equity-conscious postsecondary institutions and their supporters believe that access to high-quality education within an inclusive environment that supports and promotes student success is the right of all individuals and a necessity for the continued advancement of a strong democracy and workforce.

Gateway courses. The first college-level or foundational courses and course sequences for a program of study. Gateway courses are for college credit and apply to the requirements of a degree. They are designed to engage and enable students to master foundational skills needed for their chosen pathway.

Meta-major. A set of broad content areas that students choose upon enrollment at a postsecondary institution. An academic pathway includes a set of courses that meet academic requirements that are common across several disciplines and specific programs of study. Enrollment and completion of academic pathway courses guide students through initial academic requirements and into programs of study.

Programs of study. An articulated set of courses, learning experiences and learning outcomes required for a postsecondary credential that are defined by academic departments within colleges and universities and encompass the requirements for earning a postsecondary credential.

Remedial education. Instruction and support for students who are assessed by their institution of choice as being academically underprepared for postsecondary education (also variously described as *developmental education, college prep, basic skills education* and other terms, all referring to pre-collegiate work).

Overview

"States and institutions are phasing out standalone or multi-course remediation sequences, *resulting in tens of thousands of students more quickly enrolling in and completing college-level courses*."

Garcia, J., Huckaby, H., Morgan, J., & Jones, S. (July, 2015). "Corequisite Remediation." Complete College America. Presented at the annual meeting of State Higher Education Executive Officers Association, Santa Fe, NM. http://www.sheeo.org/sites/default/files/Thurs%20430%20Stan%20SHEEO%20C0%20REQ.pdf

"Corequisite at Scale Institute." (June, 2015). Complete College America. Minneapolis, MN. http://completecollege.org/corequisite-at-scale-institute/

"Corequisite Remediation: Success at Scale." (October, 2015). Complete College America. Denver, CO. http://completecollege.org/wp-content/uploads/2015/10/Coreq-SuccessatScale.pptx

"Corequisite Remediation: Spanning the Divide." (October, 2015). Complete College America. http://completecollege.org/wp-content/uploads/2015/10/Coreq-Spanning-the-Divide.pptx

Alstadt, D., Schmidt, G., & Couturier, L. (2014). "Driving the Direction of Transfer Pathways Reform." Jobs for the Future. http://www.jff.org/publications/driving-direction-transfer-pathways-reform

"We present these revised principles for transforming remediation in the context of a broader set of student success strategies that *growing evidence suggests will enable institutions to significantly increase their students' timely completion of certificates, licenses, and degrees with labor market value*."

Bailey, T., Jaggars, S.S., & Jenkins, D. (2015). "Redesigning America's Community Colleges: A Clearer Path to Student Success." Cambridge, MA: Harvard University Press. http://www.hup.harvard.edu/catalog.php?isbn=9780674368286

"In response to the need expressed at both state and national levels to increase the proportion of our population with postsecondary credentials, *institutions everywhere are rethinking the efficacy of their orientation, advising, placement, and remedial education policies and practices. They also are examining the range, content, and coherence of their degree programs*."

Bailey, T., Jaggars, S.S., & Jenkins, D. (2015). "Redesigning America's Community Colleges: A Clearer Path to Student Success." Cambridge, MA: Harvard University Press. http://www.hup.harvard.edu/catalog.php?isbn=9780674368286

Karp, M. (2013). "Entering a Program: Helping Students Make Academic and Career Decisions." (CCRC Working Paper No. 59). New York, NY: Columbia University, Teachers College, Community College Research Center. http://ccrc.tc.columbia.edu/publications/entering-a-program-academic-and-career-decisions.html

"In too many institutions, highly effective practices currently serve only a small percentage of students who would benefit from them."

Edgecombe, N., Cormier, M., Bickerstaff, S., & Barragan, M. (2013). "Strengthening Developmental Education Reforms: Evidence on Implementation Efforts from the Scaling Innovation Project." (CCRC Working Paper No. 61). New York, NY: Columbia University, Teachers College, Community College Research Center. http://ccrc.tc.columbia.edu/publications/strengthening-developmental-education-reforms.html

The Need for Systemic Change

"It is now time to recognize and act on the fact that these committed individuals typically work within systems that need fundamental redesign."

Bailey, T., Jaggars, S.S., & Jenkins, D. (2015). "Redesigning America's Community Colleges: A Clearer Path to Student Success." Cambridge, MA: Harvard University Press. http://www.hup.harvard.edu/catalog.php?isbn=9780674368286

Estrem, H., Shepherd, D., & Duman, L. (2014). "Relentless Engagement with State Educational Policy Reform: Collaborating to Change the Writing Placement Conversation." *Journal of the Council of Writing Program Administrators*, 38 (1), 88–128. http://works.bepress.com/heidi_estrem/14

Principle 1

"For example, many colleges are helping new students choose from a small set of "meta-majors," or broad career and academic focus areas, including social and behavioral sciences, information technology, health careers, business, the arts, and STEM."

Altstadt, D., Schmidt, G., & Couturier, L. (2014). "Driving the Direction of Transfer Pathways Reform." Jobs for the Future. http://www.jff.org/publications/driving-direction-transfer-pathways-reform

Bailey, T., Jaggars, S.S., & Jenkins, D. (2015). "Redesigning America's Community Colleges: A Clearer Path to Student Success." Cambridge, MA: Harvard University Press. http://www.hup.harvard.edu/catalog.php?isbn=9780674368286

"An early determination of an academic direction helps students better understand the purpose of the courses they are taking, *leading to increased student motivation and persistence*."

Jenkins, D., & Cho, S. (2012). "Get With the Program: Accelerating Community College Students' Entry Into and Completion of Programs of Study." (CCRC Working Paper No. 32). New York, NY: Columbia University, Teachers College, Community College Research Center. http://ccrc.tc.columbia.edu/publications/get-with-the-program.html

Principle 2

"Today, *it has become clear that sequences of fragmented, reductive coursework that students must complete before entering college-level courses are not a reliable on-ramp to college for most students who have traditionally been judged to be underprepared.*"

Bailey, T., Jeong, D.W., & Cho, S.W. (2010). "Referral, Enrollment, and Completion in Developmental Education Sequences in Community Colleges." *Economics of Education Review,* 29, 255–270. http://ccrc.tc.columbia.edu/publications/referral-enrollment-completion-developmental-education.html

Grubb, W.N., & Gabriner, R. (2013). *Basic Skills Education in Community Colleges: Inside and Outside of Classrooms.* Routledge.

"These traditional remedial course sequences are especially problematic because *half of all students aspiring to achieve a postsecondary credential, and a majority of students enrolled in community colleges, are currently placed into remedial education.*"

Vandal, B. (2014). "Assessment and Placement: Supporting Student Success in College Gateway Courses." Complete College America. http://completecollege.org/wp-content/uploads/2014/06/Assessment-and-Placement-Final-PDF.pdf

Bailey, T., Jeong, D.W., & Cho, S.W. (2010). "Referral, Enrollment, and Completion in Developmental Education Sequences in Community Colleges." *Economics of Education Review,* 29, 255–270. http://ccrc.tc.columbia.edu/publications/referral-enrollment-completion-developmental-education.html

U.S. Department of Education (2014). "Profile of Undergraduate Students: 2011–12." (NCES 2015–167). Washington, DC: NCES. http://nces.ed.gov/pubs2015/2015167.pdf

"This shift is crucial given that *recent research shows that many more students can succeed in college-level gateway courses than have historically been placed into them.*"

Scott-Clayton, J., Crosta, P.M., & Belfield, C.R. (2014). "Improving the Targeting of Treatment: Evidence from College Remediation." *Educational Evaluation and Policy Analysis,* 36(3), 371–393. http://epa.sagepub.com/content/early/2014/01/28/0162373713517935

"Students do better when they are engaged in work that counts toward a degree or credential in their academic or career area of interest, and completing a set of gateway courses in the first year is a critical step toward college completion."

Jenkins, D., & Cho, S. (2012). "Get With the Program: Accelerating Community College Students' Entry Into and Completion of Programs of Study." (CCRC Working Paper No. 32). New York, NY: Columbia University, Teachers College, Community College Research Center. http://ccrc.tc.columbia.edu/publications/get-with-the-program.html

Zeidenberg, M., Cho, S., & Jenkins, D. (2010). "Washington State's Integrated Basic Education and Skills Training Program (I-BEST): New Evidence of Effectiveness." (CCRC Working Paper No. 20). New York, NY: Columbia University, Teachers College, Community College Research Center. http://ccrc.tc.columbia.edu/publications/i-best-new-evidence.html

Zeidenberg, M. (2011). "Facilitating Student Learning Through Contextualization: Assessment of Evidence Series." *Community College Review,* 268–295. http://ccrc.tc.columbia.edu/publications/facilitating-student-learning-contextualization.html

Ambrose, S., Bridges, M., Lovett, M., DiPietro, M., & Norman, M. (2010). *How Learning Works: Seven Research-Based Principles for Smart Teaching.* San Francisco, CA: Jossey Bass.

Principle 3

Vandal, B. (2014). "Promoting Gateway Course Success: Scaling Corequisite Academic Support." Complete College America. http://completecollege.org/wp-content/uploads/2014/06/Promoting-Gateway-Course-Success-Final.pdf

Denley, T. (2015). "Co-Requisite Remediation Pilot Study Fall 2014 – Spring 2015." Tennessee Board of Regents.

Estrem, H., Shepherd, D., & Sturman, S. (2014). "The Write Class: Engaging Students in the Course Matching Process." Boise State University. http://stem.boisestate.edu/wp-content/uploads/2014/01/Estrem-Shepherd-Sturman-CTL-2014.pdf

"Many students do not succeed in college-level courses as these courses are currently taught and structured."

Zeidenberg, M., Jenkins, D., & Scott, M. (2012). "Not Just Math and English: Courses That Pose Obstacles to Community College Completion." (CCRC Working Paper No. 52). New York, NY: Columbia University, Teachers College, Community College Research Center. http://ccrc.tc.columbia.edu/publications/obstacle-courses-community-college-completion.html

Grubb, W.N., & Gabriner, R. (2013). *Basic Skills Education in Community Colleges: Inside and Outside of Classrooms.* Routledge.

"Even more support is needed when colleges increase access and broaden the range of students who begin their postsecondary studies in gateway college-credit courses and potentially concentrate more significant academic need in any remaining remedial programs."

Rodríguez, O. (2014). "Increasing Access to College-Level Math: Early Outcomes Using the Virginia Placement Test." (CCRC Brief No. 58). New York, NY: Columbia University, Teachers College, Community College Research Center. http://ccrc.tc.columbia.edu/publications/increasing-access-to-college-level-math.html

Principle 4

Anderson, T., Eyster, L., Lerman, R., & O'Brien, C. (2015). "The Second Year of Accelerating Opportunity: Implementation Findings from the States and Colleges." Washington: The Urban Institute. http://jff.org/publications/second-year-accelerating-opportunity-implementation-findings-states-and-colleges

"Models of Contextualization in Developmental and Adult Basic Education." (July, 2012). EdTech Leaders. http://edtechleaders.org/sites/etlo.org/files/highlight-files/Models%20of%20Contextualization%20in%20Developmental%20and%20Adult%20Basic%20Education.pdf

"Evidence emerging from colleges adopting a practice of default placement into gateway courses with mandatory support is extremely encouraging, with many more students passing gateway courses than traditional models."

Crisp, G., & Delgado, C. (2014). "The Impact of Developmental Education on Community College Persistence and Vertical Transfer." *Community College Review,* 42(2), 99–117. http://crw.sagepub.com/content/early/2013/11/05/0091552113516488

Cho, S., Kopko, E., Jenkins, D., & Jaggars, S.S. (2012). "New Evidence of Success for Community College Remedial English Students: Tracking the Outcomes of Students in the Accelerated Learning Program (ALP)." (CCRC Working Paper No. 58). New York, NY: Columbia University, Teachers College, Community College Research Center. http://ccrc.tc.columbia.edu/publications/ccbc-alp-student-outcomes-follow-up.html

"What is most promising about this approach is that it has been proven to work with students who have more significant remedial education needs, including those who are eligible for Adult Basic Education instruction."

Spaulding, S., Lerman, R.I., Holzer, H. J., & Eyster, L. (2015). "Expanding Economic Opportunity for Young Men and Boys of Color Through Employment and Training." Urban Institute. http://www.urban.org/research/publication/expanding-economic-opportunity-young-men-and-boys-color-through-employment-and-training

Jaggars, S.S., Hodara, M., Cho, S., & Xu, D. (2015). "Three Accelerated Developmental Education Programs: Features, Student Outcomes, and Implications." *Community College Review, 43*(1), 3–26. http://ccrc.tc.columbia.edu/publications/three-accelerated-developmental-education-programs.html

Zeidenberg, M., Cho, S., & Jenkins, D. (2010). "Washington State's Integrated Basic Education and Skills Training Program (I-BEST): New Evidence of Effectiveness." (CCRC Working Paper No. 20). New York, NY: Columbia University, Teachers College, Community College Research Center. http://ccrc.tc.columbia.edu/publications/i-best-new-evidence.html

Principle 5

"Four-Year College Myth: Make College More Affordable." (December, 2014). Complete College America. http://completecollege.org/wp-content/uploads/2014/11/4-Year-Myth.pdf

"Today, colleges are increasingly focusing the academic content of remedial and gateway mathematics and English courses and course sequences on the critical foundational skills required for specific academic and career programs."

"Acceleration Strategies That Produce Powerful Results: A Planning Resource for Community Colleges." (August 2015). California Acceleration Project. http://cap.3csn.org/files/2015/09/Powerful-Acceleration-Strategies-CAP.pdf

"There is also growing consensus among the professional associations of mathematicians that intermediate algebra and college algebra should not be the default requirement for programs that do not depend on their content."

Couturier, L., & Cullinane, J. (2015). "A Call to Action to Improve Math Placement Policies and Processes." Achieving the Dream; Jobs for the Future; The Charles A. Dana Center. http://www.jff.org/publications/call-action-improve-math-placement-policies-and-processes

Yamada, H. (2014). "Community College Pathways' Program Success: Assessing the First Two Years' Effectiveness of Statway." Stanford, CA: Carnegie Foundation for the Advancement of Teaching. http://www.carnegiefoundation.org/resources/publications/ccp-success-assessing-the-first-two-years-effectiveness-of-statway/

"Gateway courses in statistics, mathematical modeling, or quantitative reasoning, rather than college algebra, may be more appropriate for a large percentage of students who are not on a calculus path."

Burdman, P. (2013). "Changing Equations: How Community Colleges are Re-Thinking College Readiness in Math." Oakland, CA: LearningWorks. http://www.learningworksca.org/changingequations/

Burdman, P. (2015). "Degrees of Freedom: Diversifying Math Requirements for College Readiness and Graduation." Oakland, CA: LearningWorks. http://www.learningworksca.org/dof1/

Burdman, P. (2015). "Degrees of Freedom: Varying Routes to Math Readiness and the Challenge of Intersegmental Alignment." Oakland, CA: LearningWorks. http://www.learningworksca.org/dof2/

Burdman, P. (2015). "Degrees of Freedom: Probing Math Placement Policies at California Colleges and Universities." Oakland, CA: LearningWorks. http://www.learningworksca.org/dof3/

Clyburn, G.M. (September/October 2013). "Improving on the American Dream: Mathematics Pathways to Student Success." *Change*, 15–23. http://cdn.carnegiefoundation.org/wp-content/uploads/2013/09/Improving_on_the_American_Dream.pdf

Hayward, C., & Willett, T. (2014). "Curricular Design and Gatekeeper Completion: A Multi-College Evaluation of the California Acceleration Project." The Research & Planning Group for California Community Colleges. http://rpgroup.org/sites/default/files/CAP_Summary_Final_May2014.pdf

Logue, A.W., & Watanabe-Rose, M. (September, 2014). "Mainstreaming Remedial Mathematics Students in Introductory Statistics: Results Using a Randomized Controlled Trial." Paper presented at the Society for Research on Educational Effectiveness. https://www.cuny.edu/academics/initiatives/cuny-math-initiative/current/MathMainstreamingAbstract2014.pdf

Yamada, H. (2014). "Community College Pathways' Program Success: Assessing the First Two Years' Effectiveness of Statway." Stanford, CA: Carnegie Foundation for the Advancement of Teaching. http://www.carnegiefoundation.org/resources/publications/ccp-success-assessing-the-first-two-years-effectiveness-of-statway/

Zachry-Rutschow, E., & Diamond, J. (2015). "Laying the Foundations: Early Findings from the New Mathways Project." New York, NY: MDRC. http://www.mdrc.org/publication/laying-foundations

"Finally, the modernization of courses and course sequences (and associated embedded supports) needs to be linked to strengthened system policies that ensure the transferability of credits to their receiving institutions and their applicability to students' intended programs of study."

Monaghan, D.B., & Attewell, P. (2014). "The Community College Route to the Bachelor's Degree." *Educational Evaluation and Policy Analysis,* 1–22. http://epa.sagepub.com/content/early/2014/02/28/0162373714521865

Kazis, R., & Cullinane, J. (2015). "Modernizing Mathematics Pathways at Texas Universities: Insights from the New Mathways Project Transfer Champions." Austin, TX: The Charles A. Dana Center at The University of Texas at Austin. http://www.utdanacenter.org/wp-content/uploads/modernizing_mathematics_pathways_at_texas_universities.pdf

Jenkins, D., & Fink, J. (January, 2015). "What We Know About Transfer." New York, NY: Columbia University, Teachers College, Community College Research Center. http://ccrc.tc.columbia.edu/publications/what-we-know-about-transfer.html

Principle 6

"Fortunately, a growing number of postsecondary institutions and systems are making impressive progress on the analytics of student success."

Yeado, J., Haycock, K., Johnstone, R., & Chaplot, P. (2014). "Learning from High-Performing and Fast-Gaining Institutions." Washington, DC: The Education Trust. https://edtrust.org/resource/education-trust-higher-education-practice-guide-learning-from-high-performing-and-fast-gaining-institutions/

Fletcher, J. & Karp, M. (2015). "Using Technology to Reform Advising: Insights from Colleges." CCRC Lessons-From-Research Guide. New York, NY: Columbia University, Teachers College, Community College Research Center. http://ccrc.tc.columbia.edu/publications/ipas-tech-reform-advising-packet.html

Garcia, J., Huckaby, H., Morgan, J., & Jones, S. (July, 2015). "Corequisite Remediation." Complete College America. Presented at the annual meeting of State Higher Education Executive Officers Association, Santa Fe, NM. http://www.sheeo.org/sites/default/files/Thurs%20430%20Stan%20SHEEO%20C0%20REQ.pdf

Other

Fulton, M., Gianneschi, M., Blanco, C., & DeMaria, P. (2014). "Developmental Strategies for College Readiness and Success." Denver: Education Commission of the States. http://www.academia.edu/6846722/Developmental_Strategies_for_College_Readiness_and_Success_2014_

"K–12/Higher Education Alignment: An Action Agenda for Increasing Student Success (six briefs)." (July 2015). Education First and the State Higher Education Executive Officers (SHEEO). http://www.education-first.com/files/EdFirst-K12HiEdAlignment-ALL_BRIEFS-July2015.pdf

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This document is a joint statement produced by the following organizations:

Achieving the Dream™
Community Colleges Count

Conceived as an initiative in 2004 by Lumina Foundation and seven founding partner organizations, Achieving the Dream now leads the most comprehensive non-governmental reform movement for student success in higher education history. Together with their Network of over 200 institutions of higher education, 100 coaches and advisors, 15 state policy teams, and numerous investors and partners working throughout 35 states and the District of Columbia they are helping more than 4 million community college students have a better chance of realizing greater economic opportunity and achieving their dreams.

AMERICAN ASSOCIATION OF COMMUNITY COLLEGES

The American Association of Community Colleges (AACC) is the primary advocacy organization for the nation's community colleges. The association represents nearly 1,200 two-year, associate degree–granting institutions and more than 13 million students. AACC promotes community colleges through five strategic action areas: recognition and advocacy for community colleges; student access, learning, and success; community college leadership development; economic and workforce development; and global and intercultural education

Charles A. Dana Center
The University of Texas at Austin

The Charles A. Dana Center at The University of Texas at Austin works with our nation's education systems to ensure that every student leaves school prepared for success in postsecondary education and the contemporary workplace.

COMPLETE COLLEGE AMERICA

Established in 2009, Complete College America is a national nonprofit with a single mission: to work with states to significantly increase the number of Americans with quality career certificates or college degrees and to close attainment gaps for traditionally underrepresented populations.

EDUCATION COMMISSION OF THE STATES

The Education Commission of the States was created by states, for states, in 1965. They track state policy trends, translate academic research, provide unbiased advice and create opportunities for state leaders to learn from one another.

JOBS FOR THE FUTURE

Jobs for the Future is a national nonprofit that works to ensure educational and economic opportunity for all. They develop innovative career pathways, educational resources, and public policies that increase college readiness and career success, and build a more highly skilled workforce. With over 30 years of experience, JFF is the national leader in bridging education and work to increase mobility and strengthen our economy.

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SUBJECT

Board Policy III.T.—Student Athletes—First Reading

REFERENCE

August 2012	Board approved second reading of policy III.T. (Formally within III.X.)

APPLICABLE STATUTES, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.T.6.

BACKGROUND / DISCUSSION

The Athletic Committee, in consultation with institutional administrators and athletic directors, has forwarded a recommended amendment to the "reporting requirement" in Board Policy III.T.6. The amendment would improve the timeliness of notification in the event of actual or potential legal investigations involving student athletes. Current Board policy requires that student athletes report criminal charges to their head coach and athletic director. Coaches are required to report to the athletic director if they have knowledge of criminal charges, and athletic directors are required to notify the institution's chief student affairs officer and president. Presidents are required to report information on criminal charges to the Board's Executive Director in writing, not later than ten (10) working days after learning of the charges. It is the consensus of the Athletic Committee and institutional athletic directors that the reportable incidents be expanded to include potential—as well as actual—legal investigations and charges, and that the ten day written report deadline to the Board is outdated and insufficiently prompt.

IMPACT

The proposed amendment requires that student athletes report any incident which may result in a legal investigation to their head coach and the athletic director, whether or not criminal charges have yet been filed. The proposed amendment also eliminates the ten-day written report deadline specified in the current policy and replaces it with "immediate" notification to the Board's Executive Director, who is available at all times via multiple communication modes. The proposed amendment should increase the Board's situational awareness and oversight of student athlete legal incidents, and will improve the timeliness of reports through the athletes' supervisory chain to the Board.

ATTACHMENTS

Attachment 1 – Section III.T.6 "Student Athletes" Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The proposed amendments should (a) improve the responsiveness and timeliness of reports on student athletic conduct issues (those which involve possible or actual legal investigations) to the Board and (b) better reflect the capabilities of current communication modes. Staff recommends approval.

BOARD ACTION

I move to approve the first reading of amendment to Board policy III.T.6, as presented in attachment one.

Moved by_____ Seconded by_____ Carried Yes____ No____

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: III. POSTSECONDARY AFFAIRS
SUBSECTION: T. Student Athletes **June 2016 ~~August 2012~~**

Student Athlete Conduct

1. Each public college and university shall have a written policy governing the conduct of student athletes. At a minimum, those policies shall include:

   a. A disclosure statement completed and signed by the student athlete prior to participation in any intercollegiate athletic endeavor, which shall include a description of (1) all prior criminal convictions, (2) all prior juvenile dispositions wherein the student was found to have committed an act that would constitute a misdemeanor or felony if committed by an adult, and (3) all pending criminal charges, including juvenile proceedings alleging any act which would constitute a misdemeanor or felony if committed by an adult.

   b. This statement will be kept in the office of the athletic director. Failure to accurately disclose all incidents may result in immediate suspension from the team.

2. Institutions shall not knowingly recruit any person as a player for an intercollegiate athletic team who has been convicted of a felony or, in the case of a juvenile, who has been found to have committed an act which would constitute a felony if committed by an adult. Exemptions to this restriction shall be granted only by the President of the college or university upon recommendation of the athletic director and faculty athletics representative. Such decisions shall be reported in writing to the Executive Director of the State Board of Education at the time the exception is granted.

3. A student athlete convicted of a felony after enrollment, including a plea of nolo contendere on a felony charge, shall be removed from the team and shall not be allowed to participate again in intercollegiate athletics at any Idaho public college or university. Further, an institution may cancel any athletic financial aid received by a student who is convicted of a felony while the student is receiving athletic financial aid subject to NCAA regulations and the institution's applicable student judicial procedure. Nothing herein shall be construed to limit an institution from exercising disciplinary actions or from implementing student athletic policies or rules that go beyond the minimum requirements stated herein.

4. Subject to applicable law, all institutions shall implement a drug education and testing program and shall require all intercollegiate student athletes to give written consent to drug testing as a condition of the privilege of participating in intercollegiate athletics.

5. Institutions shall require their athletic coaches to hold an annual team meeting with their respective teams at the beginning of each season. The coaches shall be required to verbally review the team rules with team members at the meeting. Attendance at this meeting shall be mandatory. Each team member shall receive a written copy of the team rules and sign a statement acknowledging receipt of the rules and attendance at the meeting where the rules were verbally reviewed.

6. Reporting Requirements

   a. Student athletes shall immediately report any ~~criminal charges~~ incident which may result in a legal investigation or criminal charges to their head coach and to the athletic director. Coaches shall be obligated to inform the athletic director of any knowledge of a legal investigation of one or more of ~~charges against~~ their athletes. The athletic director shall report the same to the chief student affairs officer and to the institutional president, who shall report the same ~~in writing~~ to the Executive Director of the State Board of Education as soon as possible~~, but not later than 10 working days~~ after learning of the charges. The report to the Executive Director shall include a description of the alleged violation of law and the institution's proposed action, if any. Verbal reports to the Executive Director should be followed up with written notification (e.g. email, text, memo, etc.)

   b. Coaches shall immediately report the conviction of any student athlete to the athletic director and the institutional president, who shall report the conviction ~~in writing~~ to the Executive Director of the State Board of Education as soon as possible~~, but not later than 10 working days after the conviction.~~ This report shall include a description of the violation of law and the institution's proposed action, if any. Verbal reports to the Executive Director should be followed up with written notification (e.g. email, text, memo, etc.).

SUBJECT

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

REFERENCE

April 2002	Board approved second reading policy amendment requiring students have health insurance effective July 1, 2003.
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 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 proposed changes to Board Policy III.P.16.
October 2015	Board approved second reading of proposed changes to Board Policy III.P.16
December 2016	Board approved waiver to Board Policy III.P.16.b.i (which contained the definition of minimum required elements for "Affordable Care Act (ACA)-compliant" health insurance policies) and III.P.16.b.iv (actions required in the event of "non-compliance" with Board policy).
February 2016	Board approved first reading of amendment to 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 December 2015 the Board waived two sub paragraphs of the Student Health Insurance policy. The waiver:

1) Eliminated the definition of "ACA-compliant" policies (which had listed ten mandatory criteria which, as determined upon later investigation, do not necessarily apply to ACA-compliant, large group policies, and would have categorized a large number of adequately-insured students as out of compliance with Board policy); and

2) Removed the mandatory guidelines previously in effect for full-time students found to be out of compliance with Board policy, giving institution presidents the discretion to deal with students on a case-by-case or group basis.

The proposed amendment would restore a measure of the flexibility and discretion which were enjoyed by the four four-year institutions and the technical college prior to the establishment of the Board's original student health insurance policy in April 2002. The original justification for the Board's policy—that uninsured students might pose an unsustainable drain on county and state contingency funds—has not eventuated. With the advent of federal laws and guidelines on individual and employer health insurance, Board policy no longer serves as the primary determinant on whether students should be insured and, if so, in what manner. The proposed amendment would "level the playing field" so that students at the five institutions covered under current Board policy would be treated in the same manner as students at Idaho's community colleges; and full-time students could have the same flexibility on health insurance matters that part-time students currently enjoy—subject to requirements which may be established by the presidents of the institutions. There have been no changes to the draft policy amendment since approval of the first reading.

IMPACT

The proposed amendment will eliminate the Board-level mandate that full-time students must obtain health insurance policies as required under federal law. The amended policy will give the presidents of Boise State University, Idaho State University, Lewis-Clark State College, the University of Idaho, and Eastern Idaho Technical College the authority to establish health-insurance requirements for all or particular groups of students (e.g., international students, intercollegiate athletes, students in designated health-profession or student teachers, etc.).At their discretion institutions would continue to be authorized to offer their own optional or mandatory insurance programs or health support programs funded by student activity or point of service fees. The amended policy notes that, when required by an institution, insurance and/or mandatory health support fees are authorized uses of student financial aid.

ATTACHMENTS

Attachment 1 – Section III.P.16. Student Health Insurance Page 5

STAFF COMMENTS AND RECOMMENDATIONS

The proposed amendment should ameliorate problems which are impacting hundreds of students at each of the five institutions covered by this policy and reduce the volume of complaints/concerns expressed by students, parents, and legislators. The amended policy is better-suited to the current situation at the national, state, and local levels. The amendment provides appropriate flexibility to the institutions and their students. It is anticipated the amended policy will have a positive impact on access, enrollment, and affordability at the affected institutions. Staff recommends approval.

BOARD ACTION

I move to approve the second reading of amendments to Board policy III.P.16, as presented in attachment one.

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: P. STUDENTS February 2016 ~~October 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: (a) withdraw or cancel classes, courses, and programs; (b) change fee schedules; (c) change the academic calendar; (d) change admission and registration requirements; (e) change the regulations and requirements governing instruction in and graduation from the institution and its various divisions; and (f) change any other regulations affecting students. Changes shall go into force whenever the proper authorities so determine and shall apply not only to prospective students but also to those who are matriculated at the time in [institution]. When economic and other conditions permit, the [institution] tries to provide advance notice of such changes. In particular, when an instructional program is to be withdrawn, the [institution] will make every reasonable effort to ensure that students who are within two (2) years of completing graduation requirements, and who are making normal progress toward completion of those requirements, will have the opportunity to complete the program which is to be withdrawn.

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

5. Student Records

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

6. Residency Status - Procedure for Determination

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

7. Full-Time Students

a. Undergraduate Student

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

i. Student Body Officers and Appointees

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

ii. Editors

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

b. Graduate Student

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

8. Student Governance

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

9. Student Financial Aid

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

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

b. Student Financial Aid Fraud

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

10. Fees and Tuition

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

b. Refund of Fees

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

11. Student Employees

a. Restrictions

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

b. Policies and Procedures

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

c. Graduate Assistants

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

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

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

d. Hourly or Contractual Employment

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

12. Student Conduct, Rights, and Responsibilities

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

Students are responsible for making arrangements for coverage of their medical needs while enrolled in a post-secondary institution on a part- or full-time basis. Accidents, injuries, illnesses, and other medical needs of students (with limited exceptions in the case of student employees of an institution who experience workplace injuries within the course and scope of their employment) typically are not covered by the institution's insurance policies. The types and levels of medical/clinical support services available to students varies among the institutions and among the local communities within which institutions conduct operations.

~~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, at the discretion of its chief executive officer, may provide the opportunity for students to purchase health insurance through an institution-offered plan. ~~Health insurance offered through the institution shall be Affordable Care Act (ACA) compliant.~~ Institutions are authorized to provide student health insurance plans through consortium arrangements, when this option serves the interests of students and administration. Institutions which elect to enter contractual arrangements to offer student health insurance plans (either singly or through consortium arrangements) should comply with applicable Board and State Division of Purchasing policies. Institutions which elect to offer health insurance plans to their students are authorized, at the chief executive officer's discretion, to make student participation in such plans either optional or mandatory.

b. Mandatory Student Health Insurance

Each institution, at the discretion of its chief executive officer, may require all or specified groups (for example, international students, intercollegiate athletes, health professions students engaged in clinical activities, student teachers, etc.) to carry health insurance that meets coverage types and levels specified by the institution. Administration and enforcement of any such health insurance requirements, and procedures for dealing with any exceptions thereto, lie within the authority of the institution presidents or their designees.

~~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 end of the first available health insurance exchange open-enrollment period. 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) 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.

c. Other Medical Support Services and Fees

Institutions are authorized to support or supplement students' medical needs through services provided by college/university clinics, health centers, cooperative arrangements with community/regional health care providers, etc. In cases where such services are provided, institutions are authorized to establish optional or mandatory fees to cover the delivery cost of such services.

d. Financial aid considerations.

Any medical insurance or health services-related fees which are mandated by an institution as a condition of participation in any institutional program are considered a bona fide component of the institution's cost of college and are a legitimate expenditure category for student financial aid.

17. Students Called to Active Military Duty

The Board strongly supports the men and women serving in the National Guard and in reserve components of the U.S. Armed Forces. The Board encourages its institutions to work with students who are called away to active military duty during the course of an academic term and provide solutions to best meet the student's current and future

academic needs. The activated student, with the instructor's consent, may elect to have an instructor continue to work with them on an individual basis. Additionally, institutions are required to provide at least the following:

a. The activated student may elect to completely withdraw. The standard withdrawal deadlines and limitations will not be applied. At the discretion of the institution, the student will receive a "W" on his or her transcript, or no indication of enrollment in the course(s).

b. One hundred percent (100%) of the paid tuition and/or fees for the current term will be refunded, as well as a pro-rated refund for paid student housing fees, meal-plans, or any other additional fees. Provided, however, that if a student received financial aid, the institution will process that portion of the refund in accordance with each financial aid program.

18. Student Complaints/Grievances.

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

a. The Board designates its Executive Director as the Board's representative for reviewing student complaints/grievances, and authorizes the Executive Director, after such review, to issue the decision of the Board based on such review. The Executive Director may, in his/her discretion, refer any matter to the Board for final action/decision.

b. A current or former student at a postsecondary educational institution under the governance of the Board may request that the Executive Director review any final institutional decision relating to a complaint or grievance instituted by such student related to such individual's attendance at the institution. The student must have exhausted the complaint/grievance resolution procedures that have been established at the institution level. The Executive Director will not review complaints/grievances that have not been reported to the institution, or processed in accordance with the institution's complaint/grievance resolution procedures.

c. A request for review must be submitted in writing to the Board office to the attention of the Chief Academic Officer, and must contain a clear and concise statement of the reason(s) for Board review. Such request must be received in the Board office no later than thirty (30) calendar days after the student receives the institution's final decision on such matter. The student has the burden of establishing that the final decision made by the institution on the grievance/complaint was made in error. A request for review must include a copy of the original grievance and all proposed resolutions and recommended decisions issued by the institution, as well as all other documentation necessary to demonstrate that the student has strictly

followed the complaint/grievance resolution procedures of the institution. The institution may be asked to provide information to the Board office related to the student complaint/grievance.

d. The Chief Academic Officer will review the materials submitted by all parties and make a determination of recommended action, which will be forwarded to the Executive Director for a full determination. A review of a student complaint/grievance will occur as expeditiously as possible.

e. The Board office may request that the student and/or institution provide additional information in connection with such review. In such event, the student and/or institution must provide such additional information promptly.

f. The Board's Executive Director will issue a written decision as to whether the institution's decision with regard to the student's complaint/grievance was proper or was made in error. The Executive Director may uphold the institution's decision, overturn the institution's decision, or the Executive Director may remand the matter back to the institution with instructions for additional review. Unless referred by the Executive Director to the Board for final action/decision, the decision of the Executive Director is final.

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

BOISE STATE UNIVERSITY

SUBJECT

Educational Specialist degree in Educational Technology

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University (BSU) proposes to create a new program that will award an Educational Specialist (EdS) degree in Educational Technology. The proposed program will be offered online and will be a self-support program.

The proposed program will serve the needs of master's degree-holding K-20 teachers through advanced instruction in theory, research, and hands-on skills. Students in the program will become more effective in the classroom and in technology leadership roles and will become specialists in one of several cognates, such as technology integration, blended and online teaching, educational games, e-learning design, and school technology leadership.

The proposed program will fill an existing gap in the suite of graduate programming offered by BSU's Department of Educational Technology. At present, the department offers a Master of Educational Technology and an EdD in Educational Technology. The proposed program will serve those teachers who (i) want to develop expertise in educational technology, (ii) already have a master's degree, but do not want another, (iii) want the research and other advanced course work of a doctoral program, but do not have the time or inclination to complete the dissertation necessary for an EdD degree. Approximately 40 to 45 percent of teachers nationwide already have a master's degree and would therefore qualify for the proposed program.

Although both the University of Idaho and Idaho State University offer EdS degrees, neither institution offers one in educational technology. In adjacent states, only Utah State University offers a similar program, an EdS in Instructional Technology and Learning Sciences.

The program will make use of existing coursework in the master's and doctoral programs in educational technology. It is estimated that by the sixth year of the program, enrollment will reach 48 students and the number of students graduating will reach 18 per year.

IMPACT

EdS students will be in the same class sections as students in the EdD and master's programs in Educational Technology, and in general will make use of underutilized capacity in those sections. The operational budget of the program

will assign a portion of instructional cost to the EdS program that is proportional to the percent of class capacity occupied by EdS students. So, for example, if five EdS students are enrolled in a section that has a total of 20 students, then 25% of instructional costs would be assigned to the EdS program. The revenue generated by students enrolled in the EdS program would be assigned to the EdS program.

Some EdS students will take doctoral level coursework and some will take master's level coursework. BSU estimates for budget purposes that all summer enrollments will be at the master's level, and that fall and spring enrollments will be 50:50 doctoral:master's. Students will be charged $379.33 per credit for existing courses in the self-support Master of Educational Technology Program or $476 per credit for existing courses in the Doctor of Education in the Educational Technology Program. The approximate total credit cost of the program is $13,967 (assuming 18 master's credits and 15 doctoral credits).

ATTACHMENTS

Attachment 1 – EdS in Educational Technology Proposal Page 5

STAFF COMMENTS AND RECOMMENDATIONS

BSU's request to create a new self-support Educational Specialist degree in Educational Technology is consistent with their Service Region Program Responsibilities and their Five-year Plan for Delivery of Academic Programs in Region III. Consistent with Board Policy III.Z, no institution has the statewide program responsibility for Educational Technology. The following represents programs in Educational Technology currently being offered:

Institution	Program Title	CIP Code	Degree Level/ Certificate	Location(s)	Regional/ Statewide	Method of Delivery
BSU	Educational Technology	13.0501	Ed.D.	Boise	Regional	Traditional
BSU	Educational Technology	13.0599	M.S., M.E.T.	Boise	Regional	Traditional

The proposal went through the program review process and was recommended for approval by the Council on Academic Affairs and Programs (CAAP) on March 17, 2016. The Instruction, Research, and Student Affairs (IRSA) committee also recommended approval at their March 31, 2016 meeting.

The proposed program is a self-support program, and will make use of underutilized capacity in existing courses offered for the Master of Educational Technology program and the EdD in Educational Technology program, both self-support programs.

The proposed program will serve an important segment: K-12 teachers who already hold a master's degree and want additional expertise in educational technology, and do not want another master's degree or a doctoral degree.

BSU also requests approval to assess a self-support fee consistent with Board Policy V.R.3.b.(v). Based on the information for self-support fees provided in the proposal, staff finds that the criteria have been met for this program.

Board staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to create a new academic program that will award an Educational Specialist degree in Educational Technology, and assess a self-support fee.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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RECEIVED
FEB 19 2016
OFFICE OF THE
STATE BOARD OF EDUCATION

Institutional Tracking No. 16-004

Idaho State Board of Education

Proposal for **Graduate and Doctoral** Degree Program

Date of Proposal Submission:	February 17, 2016
Institution Submitting Proposal:	Boise State University
Name of College, School, or Division:	College of Education
Name of Department(s) or Area(s):	Educational Technology

Program Identification for Proposed New, Modified, or Discontinued Program:

Title:	Education Specialist (Ed.S.) in Educational Technology
Degree:	Education Specialist (Ed.S.)
Method of Delivery:	Online
CIP code (consult IR /Registrar)	13.0501
Proposed Starting Date:	Fall 2016
Indicate if the program is:	☐ >>Regional Responsibility<< ☐ Statewide Responsibility

Indicate whether this request is any of the following:

- ☒ New Graduate Program
- ☐ New Doctoral Program
- ☐ New Off-Campus Graduate Program
- ☐ New Off-Campus Doctoral Program
- ☐ Contract Program/Collaborative
- ☐ Expansion of an Existing Graduate/Doctoral Program
- ☐ Consolidation of an Existing Graduate/Doctoral Program
- ☐ Discontinuation of an existing Graduate/Doctoral Program

College Dean (Institution) — 2/10/16	Vice President for Research (as applicable) — Date
Graduate Dean — 2/11/2016	Academic Affairs Program Manager — 3/17/16
Dean of Extended Studies — 2/17/16	Chief Academic Officer, OSBE — 3/17/16
Chief Fiscal Officer (Institution) — Date	
Chief Academic Officer (Institution) — 2/17/16	SBOE/OSBE Approval — Date
President — 2/19/16	

Before completing this form, refer to Board Policy Section III.G., Program Approval and Discontinuance. This proposal form must be completed for the creation of each new program and each program discontinuation. All questions must be answered.

1. **Describe the nature of the request.** Will this program be related or tied to other programs on campus? Please identify any existing program, option that this program will replace. *If this is request to discontinue an existing program, provide the rationale for the discontinuance. Indicate the year and semester in which the last cohort of students was admitted and the final term the college will offer the program. Describe the teach-out plans for continuing students.*

   Boise State University proposes to create a new online, self-support program that will award the degree of Education Specialist (Ed.S.) in Educational Technology. The proposed program will serve the needs of master's degree-holding K-20 teachers through advanced instruction in the theory, research, and hands-on skills. Students in the program will become more effective in the classroom and in technology leadership roles and will become specialists in one of several cognates, such as technology integration, blended and online teaching, educational games, e-learning design, and school technology leadership.

   The proposed program will build on the highly successful Master of Educational Technology program, which serves educators in Idaho, nationwide, and in about a dozen international locations. The master's program has become the largest graduate program at Boise State and also the largest such program in the United States, according to the National Center for Educational Statistics. The program will use courses from the current master's and doctoral curricula in educational technology.

2. **List the objectives of the program.** The objectives should address specific needs the program will meet. They should also identify and the expected student learning outcomes and achievements. *This question is not applicable to requests for discontinuance.*

   The proposed program will serve a different market segment than that served by Boise State's current educational technology master's and doctoral programs. US Department of Labor statistics indicate that approximately 40 to 45% of teachers nationwide already have master's degrees. Many of those with a master's degree in an educational field are interested in developing expertise in educational technology. However, in general, they do not want a second master's degree. In addition, a number of educators want the research and other advanced course work of a doctoral program but do not have the time or inclination to complete a dissertation.

   The Educational Specialist degree awarded by the proposed program will therefore fill the gap between master's and doctoral degrees. As a result, the proposed program will increase professional leadership in this field as it stimulates improvement in teaching and learning with digital-age tools and tactics.

   The proposed program is will be designed to accomplish the following:

   - Prepare teachers as experts in the use of 21st century teaching and learning skills by:
     a. Demonstrating project-based learning methods, such as gamification, multimedia projects to demonstrate authentic content mastery, computer-based research, web and app programming, and other technology integration practices to improve student engagement and learning.

b. Designing, developing, implementing, and evaluating technology-embedded learning experiences that are supported by current research, to enhance content mastery, creative thinking, and critical thinking.

- Prepare educators to teach and lead in online and blended environments.
- Prepare teachers and administrators to be more effective trainers of teachers, including the development of professional learning communities.
- Prepare teachers and other technology leaders to plan and implement changes in technology infrastructure, procedures, policies, and technology budgets for schools, districts, and for education-focused business ventures.
- Prepare teachers for technology-infused curriculum development and management roles in school districts and state departments of education.
- Prepare teachers and technology coordinators to leverage change in schools and public policy.

Program Intended Learning Outcomes and Assessment Plan of the Proposed Program:

Program Intended Learning Outcomes: *Graduates of this program are expected to have the following skills and knowledge:*	**Direct measures of Achievement of Intended Learning Outcomes**	**Indirect Measure of Achievement of Intended Learning Outcomes**
Candidates demonstrate the knowledge necessary to create, use, assess, and manage theoretical and practical applications of educational technologies and processes.	Grading and evaluation of artifacts within individual EdTech classes designed to address this learning outcome.	Culminating portfolio/capstone project that provides evidence of achievement directly connected to this learning outcome.
Candidates develop as reflective practitioners able to demonstrate effective implementation of educational technologies and processes based on contemporary content and pedagogy.	Grading and evaluation of artifacts within individual EdTech classes designed to address this learning outcome.	Culminating portfolio/capstone project that provides evidence of achievement directly connected to this learning outcome.
Candidates facilitate learning by creating, using, evaluating and managing effective learning environments.	Grading and evaluation of artifacts within individual EdTech classes designed to address this learning outcome.	Culminating portfolio/capstone project that provides evidence of achievement directly connected to this learning outcome.
Candidates design, develop, implement, and evaluate technology rich learning environments within a supportive community of practice.	Grading and evaluation of artifacts within individual EdTech classes designed to address this learning outcome.	Culminating portfolio/capstone project that provides evidence of achievement directly connected to this learning outcome.
Candidates explore, evaluation, synthesize and apply methods of inquiry to enhance learning and improve performance.	Grading and evaluation of artifacts within individual EdTech classes designed to address this learning outcome.	Culminating portfolio/capstone project that provides evidence of achievement directly connected to this learning outcome.

3. **Briefly describe how the institution will ensure the quality of the program** (i.e., program review). Will the program require specialized accreditation (it is not necessary to address regional accreditation)? If so, please identify the agency and explain why you do or do not plan to seek accreditation. *This question is not applicable to requests for discontinuance.*

The following measures will ensure the high quality of the new program:

Regional Institutional Accreditation: Boise State University is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU). Regional accreditation of the university has been continuous since initial accreditation was conferred in 1941. Boise State University is currently accredited at all degree levels (A, B, M, D).

Program Review: Internal program evaluations will take place every five years as part of the normal departmental review process conducted by the Office of the Provost. This process requires a detailed self-study (including outcome assessments) and a comprehensive review and site visit by external evaluators.

Graduate College: The program will adhere to all policies and procedures of the Graduate College, which is a member of the Council of Graduate Schools (Washington, DC), the leading authority on graduate education in the United States. The Graduate College has broad institutional oversight of all graduate degree and certificate programs.

Specialized Accreditation: All programs in the Department of Educational Technology are professionally accredited by the National Council for the Accreditation of Teacher Education (NCATE), which recently merged with another teacher-education accrediting agency to become the Council for the Accreditation of Educator Preparation (CAEP). There is no accreditation specifically for educational technology.

Student Authentication: Because the proposed program will be offered entirely online, it is important to include mechanisms by which we authenticate the identity of students enrolled in the program. We will use the following mechanisms:

- During the admissions process, the university will confirm required official transcripts and other documentation required for admission into the program.
- During student orientation programs, academic integrity will be addressed.
- At the beginning of each course, the instructor will communicate expectations regarding academic integrity to students verbally and in the syllabus.
- Associated with access to and use of our Learning Management System (LMS), a secure log-in environment will be provided and students will be required to use strong student passwords and to change them at periods coinciding with University OIT requests. The LMS is monitored and supported through a dedicated department systems administrator.
- During the design of the curriculum and assessment of each course, instructors will apply principles from the Quality Instruction Program offered by Boise State's eCampus Center, which includes Quality Matters best practices and WCET's Best Practice Strategies to Promote Academic Integrity in Online Education (Version 2.0, June 2009).
- Faculty members are informed of and aware of the importance of academic integrity and student identity authentication, and to report and act upon suspected violations.

Program Evaluation: In addition, it is our intent to systematically evaluate the program using the following information:

- Admission benchmarks, such as graduate GPA and graduate-level communications skills demonstrated in the admission essay.
- At acceptance, students will sign a contract in which they agree to provide quality benchmarks to the department for several years after completion. These post-program benchmarks may include measures on student improvement, teacher promotion, articles published, etc. This data will be used to measure program effectiveness for accreditation purposes.

- While in the program, every course requires a faculty-evaluated project that authentically measures development of student skills.
- Conduct alumni surveys.

4. **List new courses that will be added to your curriculum specific for this program.** Indicate number, title, and credit hour value for each course. Please include course descriptions for new and/or changes to courses. *This question is not applicable to requests for discontinuance.*

   No new courses will be created. The proposed program will use the existing courses in the current Educational Technology master's and doctoral programs.

5. **Please provide the program completion requirements to include the following and attach a typical curriculum to this proposal as Appendix A.** *For discontinuation requests, will courses continue to be taught?*

Credit hours required:	27
Credit hours required in support courses:	
Credit hours in required electives:	6
Credit hours for thesis or dissertation:	
Total credit hours required for completion:	33

6. **Describe additional requirements such as preliminary qualifying examination, comprehensive examination, thesis, dissertation, practicum or internship, some of which may carry credit hours included in the list above.** *This question is not applicable to requests for discontinuance.*

   N/A

7. **Identify similar programs offered within Idaho or in the region by other colleges/universities.** *If the proposed request is similar to another state program, provide a rationale for the duplication.*

   The following table depicts, for Idaho public institutions, (i) all Educational Specialist degree offerings and (ii) all graduate degrees in the field of educational technology. As can be seen, the proposed program will be the only program offered by an Idaho public institution at the Educational Specialist level in the field of educational technology. Therefore, there is no overlap or duplication with other Idaho public institutions.

Degrees/Certificates offered by school/college or program(s) within disciplinary area under review

Institution and Degree name	Level	Specializations within the discipline (to reflect a national perspective)	Specializations offered within the degree at the institution
BSU	Education Specialist (Proposed)	EdS in Educational Technology	Specializations (as integrated graduate certificates) in Technology Integration, Online Teaching, and School Technology Coordination.
	Master's	Master of Educational Technology	

	Doctoral	Doctor of Educational Technology	
CSI	NA		
CWI	NA		
EITC	NA		
ISU	Education Specialist Education Specialist Master's	Educational Administration School Psychology Instructional Technology	
LCSC	NA		
NIC	NA		
UI	Education Specialist Education Specialist	Curriculum and Instruction Educational Leadership	

The following is a listing, for Idaho non-public institutions and for institutions in adjacent states, (i) all Educational Specialist degree offerings and (ii) all graduate degrees in the field of educational technology. As can be seen, there is only one other offering of an Educational Specialist degree in the field of educational technology: Utah State University's EdS in Instructional Technology and Learning Sciences.

Northwest Nazarene Ed.S. in Educational Leadership (3 specializations)
Utah State University Ed.S. in

- **Instructional Technology and Learning Sciences**
- Curriculum and Instruction
- School Psychology
- Special Education
- Communicative Disorders and Deaf Education

Montana State University Ed.S. in Educational Leadership
University of Montana Ed.S. in Educational Leadership
Nevada-Las Vegas Ed.S. in

- Curriculum and Instruction
- Educational Psychology

George Fox University Ed.S. in

- Administrative Leadership
- School Psychology

Lewis & Clark (Portland) Ed.S. in

- Educational Leadership
- School Psychology

Seattle University Ed.S. in

- Educational Administration

- Special Education
- School Psychology

University of Washington Ed.S. in School Psychology
Central Washington Ed.S. in School Psychology
Eastern Washington Ed.S. in School Psychology

8. **Describe the methodology for determining enrollment projections.** If a survey of student interest was conducted, attach a copy of the survey instrument with a summary of results as **Appendix B**. *This question is not applicable to requests for discontinuance.*

K-20 teachers with master's degrees are the primary target for the proposed program. School technology coordinators and school administrators are a secondary market segment, though they are expected to become more prevalent when the technology leadership cognate is launched.

To measure the interest of teachers, we conducted face-to-face interviews with teachers at conferences in Portland, OR, St. Louis, MO, and Omaha, NE. The survey of 151 unaffiliated teachers showed broad support in all three cities—104 of 151 teachers (69%) said they would be interested in an education specialist degree if they could focus on one or more of our cognate areas. Please see Appendix B for the survey instrument and results.

The Educational Technology Department had the Education Advisory Board (EAB) conduct a market research study on the viability of the proposed program. The results showed growth in regional (CA, ID, OR, WA) employer demand for graduate-level educational professionals. In addition, Burning Glass Labor/Insight found that employer demand for individuals with skills and graduate degrees in educational technology will have a 44% increase in regional demand, with 21% of all job postings in the Idaho region.

9. **Enrollment and Graduates.** Using the chart below, provide a realistic estimate of enrollment at the time of program implementation and over three year period based on availability of students meeting the criteria referenced above. Include part-time and full-time (i.e., number of majors or other relevant data) by institution for the proposed program, last three years beginning with the current year and the previous two years. Also, indicate the projected number of graduates and graduation rates.

Discontinuations. Using the chart below include part-time and full-time (i.e., number of majors or other relevant data) by institution for the proposed discontinuation, last three years beginning with the current year and previous two years. Indicate how many students are currently enrolled in the program for the previous two years, to include number of graduates and graduation rates.

Institution	Relevant Enrollment Data			Number of Graduates			Graduation Rate
	Current (Fall 2014)	Year 1 Previous	Year 2 Previous	Current (2014-15)	Year 1 Previous	Year 2 Previous	
BSU No similar EdS programs							
ISU No similar EdS programs							

UI No similar EdS programs							

Proposed Program: Projected Enrollments and Graduates First Five Years											
Program Name: EdS in Educational Technology											
Projected Fall Term Headcount Enrollment in Program						**Projected Annual Number of Graduates From Program**					
FY17_ (first year)	FY18	FY19	FY20	FY21	FY22	FY17_ (first year)	FY18	FY19	FY20	FY21	FY22
10	20	28	34	42	48	0	0	9	10	14	18

The Ed.S. in Instructional Technology and Learning Sciences at Utah State University graduates about three students per year. This program operates on a much different model than the proposed Boise State program. At Utah State, the Ed.S. is only a safety net for doctoral students who cannot complete their dissertations. In contrast, Boise State's proposed program serves the needs of K-20 educators through advanced instruction in the theory, research, and hands-on skills they need to become more effective in the classroom and in technology leadership roles.

The master's program in Distance Education Leadership at the University of Wisconsin-Platteville has reached self-sufficiency as a self-support program in its third year, with 50 enrolled students. We expect Boise State's Ed.S. program to see similar growth.

10. **Will this program reduce enrollments in other programs at your institution?** If so, please explain.

We estimate that 10% of enrollments in the proposed programs will originate as shifts from other programs that we offer.

11. **Provide verification of state workforce needs such as job titles requiring this degree.** Include State and National Department of Labor research on employment potential.

Using the chart below, indicate the total projected job openings (including growth and replacement demands in your regional area, the state, and nation. Job openings should represent positions which require graduation from a program such as the one proposed. Data should be derived from a source that can be validated and must be no more than two years old. T*his question is not applicable to requests for discontinuance*.

	Year 1 (2016)	**Year 2 (2017)**	**Year 3 (2018)**
Local (Regional)	281	285	288
State	575	584	593
Nation	139,235	141,424	143,402

a. Describe the methodology used to determine the projected job openings. If a survey of employment needs was used, please attach a copy of the survey instrument with a summary of results as Appendix C.

The figures presented in the above table are sourced from secondary data collected and analyzed by Eduventures, in partnership with Economic Modeling Specialist International. This data looks at projected total occupations for instructional coordinators (SOC code 25-9031) in local (defined by the Boise City, ID MSA), state (Idaho), and national markets. The noted SOC code was derived by leveraging the CIP to SOC code crosswalk (provided by both the National Center for Educational Statistics (NCES) and the Bureau of Labor Statistics (BLS) to arrive at occupations relevant to the Educational Technology program under examination.

The above estimates are likely much more accurate than labor data from the USDOL or the Idaho DOL because they focus on the appropriate educational level: those already holding a master's degree.

b. Describe how the proposed change will act to stimulate the state economy by advancing the field, providing research results, etc.

N/A

c. Is the program primarily intended to meet needs other than employment needs, if so, please provide a brief rationale.

The value of the proposed program is not only to help graduates get jobs, but also to help existing educators to become more effective in the jobs they already have The proposed program will increase professional leadership in this field as it stimulates improvement in teaching and learning with digital-age tools and tactics. Increased educational effectiveness translates to increased economic impact.

12. Will any type of distance education technology be utilized in the delivery of the program on your main campus or to remote sites? Please describe. *This question is not applicable to requests for discontinuance.*

Our current educational technology master's and doctoral programs offered entirely online to statewide and national audience of educators. The proposed EdS will also be offered online to the same broad audience.

13. Describe how this request is consistent with the State Board of Education's strategic plan and institution's role and mission. *This question is not applicable to requests for discontinuance.*

SBOE Strategic Plan	Relevance of proposed program
GOAL 1: A WELL-EDUCATED CITIZENRY: The educational system will provide opportunities for individual advancement. **Objective B: Higher Level of Educational Attainment –**	The proposed Ed.S. program will be delivered online to maximize reach to educators in rural areas.

Objective C: Adult learner Re-Integration—	Boise State's Educational Technology programs cater to working adults, facilitating adult-learner re-integration.
GOAL 2: CRITICAL THINKING AND INNOVATION—The educational system will provide an environment for the development of new ideas, and practical and theoretical knowledge to foster the development of individuals who are entrepreneurial, broadminded, think critically, and are creative. **Objective A: Critical Thinking, Innovation and Creativity** – Increase research and development of new ideas into solutions that benefit society. **Objective B: Quality Instruction** – Increase student performance through the development, recruitment, and retention of a diverse and highly qualified workforce of teachers, faculty, and staff.	The Educational Technology Department generated the university's first for-profit spin-off company—GoGoLabs—based on the innovation and creativity of the department's faculty. One of those faculty members won an international award for his research and development of gamified learning. The proposed online Ed.S. program will promote and recruit highly qualified K-20 teachers nationwide to populate the program and carry the standard of improved, innovative methods of teaching and learning to classrooms across Idaho and the nation.
GOAL 3: Effective and Efficient Delivery Systems – Ensure educational resources are used efficiently. **Objective A: Cost Effective and Fiscally Prudent** – Increased productivity and cost–effectiveness.	Interactive online learning environments are effective and efficient for both the institution and the learner. Program alumni will have the skills, tools, and resources to lead their districts to become more cost effective and collaborative. They will also be adept at using data to make more effective teaching and technology acquisition decisions.

The highlighted portions of Boise State University's mission statement and Core Themes, 2, 3, and 4 are especially relevant to the proposed program:

***Boise State University is a public, metropolitan research university providing leadership in academics**, research, and civic engagement. The university offers an array of undergraduate degrees and experiences that foster student success, lifelong learning, community engagement, innovation, and creativity. Research, creative activity and **graduate programs**, including select doctoral degrees, **advance new knowledge and benefit the community, the state and the nation. The university is an integral part of its metropolitan environment and is engaged in its economic vitality, policy issues, professional and continuing education programming**, and cultural enrichment.*

14. **Describe how this request fits with the institution's vision and/or strategic plan.** *This question is not applicable to requests for discontinuance.*

Goals of Institution Strategic Plan	Proposed Program Plans to Achieve the Goal
Goal 1: Create a signature, high-quality educational experience for all students	Boise State's Educational Technology Department's master's program is one of America's best graduate programs in educational technology. We are confident that we will do the same with the proposed Ed.S. program.
Goal 2: Facilitate the timely attainment of educational goals of our diverse student population	We provide students of varied backgrounds and handicaps with access to graduate educational opportunities in online formats that are appropriate, flexible, accessible, and affordable.
Goal 4: Align university program and activities with community needs	As a recruitment-based program, the EdS program must align itself to the needs of its community/market, and then deliver on its promises. Our community consists of educators across Idaho and the nation.

15. Is the proposed program in your institution's Five-Year plan? Indicate below. *This question is not applicable to requests for discontinuance.*

Yes **x** No ____

16. Explain how students are going to learn about this program and where students are going to be recruited from (i.e., within institution, out-of-state, internationally).

Being an online program, we inform potential students about our current graduate programs through several outlets and means, including:

- Direct mailings to stakeholders (superintendents, principles, teachers).
- Social media (email campaigns, online advertisements, active business accounts through Facebook, Twitter, LinkedIn, Google+, Pinterest, Instagram, etc.)
- Online magazine and department blog
- Attending and presenting at practitioner and research conferences
- School District Presentations
- Department and College Electronic Announcements and Website support
- Printed poster/flyer distribution, traditional newsprint announcements/ads
- Online advising and LiveChat website functionality

17. In accordance with Board Policy III.G., an external peer review is required for any new doctoral program. Attach the peer review report as **Appendix D**.

N/A

18. **Program Resource Requirements.** Using the ***Excel spreadsheet*** provided by the Office of the State Board of Education indicate all resources needed including the planned FTE enrollment, projected revenues, and estimated expenditures for the first three fiscal years of the program. Include reallocation of existing personnel and resources and anticipated or requested new resources. Second and third year estimates should be in constant dollars. Amounts should reconcile budget explanations below. If the program is contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies). Provide an explanation of the fiscal impact of the proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

Key aspects of the budget for this program:

- EdS students will be in the same class sections as students in the EdD and master's programs in Educational Technology, and in general will make use of underutilized capacity in those sections. However, in the budget we assign a portion of instructional cost to the EdS program that is proportional to the percent of class capacity occupied by EdS students. So, for example, if 5 EdS students are enrolled in a section that has a total of 20 students, then 25% of instructional costs would be assigned to the EdS program.
- Some EdS students will take doctoral level coursework and some will take master's level coursework. We estimate for budget purposes that all summer enrollments will be at the master's level, and that fall and spring enrollments will be 50:50 doctoral:master's.
- This will be a self support program, and students in doctoral level classes pay $476 per credit; students in master's courses pay $379.33 per credit.

Program Resource Requirements.

- Indicate all resources needed including the planned FTE enrollment, projected revenues, and estimated expenditures for the first **four** fiscal years of the
- Include reallocation of existing personnel and resources and anticipated or requested new resources.
- Second and third year estimates should be in constant dollars.
- Amounts should reconcile subsequent pages where budget explanations are provided.
- If the program is contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies).
- Provide an explanation of the fiscal impact of any proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

I. PLANNED STUDENT ENROLLMENT

	FY 17		FY 18		FY 19		FY 20	
	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	3.4	9	9.7	18	14.3	25	17.6	31
B. Shifting enrollments	0.4	1	1.1	2	1.6	3	2.0	3
Total Enrollment	4	10	10.8	20	15.9	28	19.5	34
Master's level SCH generated	45		153.0		240.0		291	
Doctoral level SCH generated	45		105.0		141.0		177	

Budget Notes:

I.A.,B. FTE calculated as 24 credits per year per FTE

>Assume 90% of enrollments are new; 10% are shifts from other programs

>Headcount enrollments are the highest numbers of students enrolled during that fiscal year (enrollments vary between semesters)

>Enrollments in summer assumed 100% master's level; during fall and spring assumed 50:50 doctoral:masters

II. REVENUE

	FY 17		FY 18		FY 19		FY 20	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. New Appropriated Funding Request								
2. Institution Funds								
3. Federal								
4. New Tuition Revenues from Increased Enrollments								
5. Student Fees		$38,490		$108,017		$158,155		$194,637
6. Other (i.e., Gifts)								
Total Revenue	$0	$38,490	$0	$108,017	$0	$158,155	$0	$194,637

Budget Notes:

II.5. Self support revenue is derived from student fees and is considered one-time funding
Students in doctoral level classes pay $476 per credit; students in master's courses pay $379.33 per credit
Enrollments in summer assumed 100% master's level; during fall and spring assumed 50:50 doctoral:masters

III. EXPENDITURES	FY 17		FY 18		FY 19		FY 20	
A. Personnel Costs	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. FTE		0.48		0.83		1.08		1.27
2. Faculty		$11,432		$32,770		$48,394		$59,444
3. Adjunct Faculty								
4. Graduate/Undergrad Assistants								
5. Research Personnel								
6. Directors/Administrators		$8,000		$8,000		$8,000		$8,000
7. Administrative Support Personnel		$1,548		$1,548		$1,548		$1,548
8. Fringe Benefits		$9,493		$18,381		$24,630		$29,051
9. Other:								
Total Personnel and Costs	$0	$30,472	$0	$60,699	$0	$82,571	$0	$98,042

Budget Notes

III.A.2. Faculty costs calculated as the portion of instructional costs assignable to the EdS program as opposed to the EdD and master's self support programs that are sharing the same class sections.

Assumptions:

1. Faculty load is 24 credits per year for 1.0 FTE
2. Faculty salary is calculated as the average for all existing faculty members in the Department of Educational Technology
3. Section capacity is assumed to be 20, so that if 5 EdS students are enrolled in a section, 25% (5 divided by 20) of the instructional costs for that section are assigned to the EdS program.

III.A.6. Program director .25FTE, $32000 full-time yearly salary.

III.A.7. Consists of 0.02FTE of each of two positions
>Budget operations manager @ $47,524 fulltime yearly salary
>Administrative assistant @ $29,851 fulltime yearly salary.

B. Operating Expenditures	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. Travel								
2. Professional Services								
3. Other Services								
4. Communications		$10,500		$10,500				
5. Materials and Supplies		$2,650		$2,650				
6. Rentals								
7. Materials & Goods for Manufacture & Resale								
8. Miscellaneous								
Total Operating Expenditures	$0	$13,150	$0	$13,150	$0	$0	$0	$0

	FY 17		**FY 18**		**FY 19**		**FY 20**	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
C. Capital Outlay								
1. Library Resources								
2. Equipment								
Total Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0

Budget Notes:

III.B.4. Communications is for marketing of the program.

III.B.5. Various materials and supplies necessary for the program

	FY 17		FY 18		FY 19		FY 20	
D. Capital Facilities Construction or Major Renovation								
E. Indirect Costs (overhead)								
Utilites								
Maintenance & Repairs								
Other								
Admin Svc Chrg 11% of revenue		$4,234		$11,882		$17,397		$21,410
Other								
Uncollected and Credit card chrgs 1% expend		$436		$738		$826		$980
Total Indirect Costs	$0	$4,670	$0	$12,620	$0	$18,223	$0	$22,390
TOTAL EXPENDITURES:	$0	$43,622	$0	$73,849	$0	$82,571	$0	$98,042
Net Income (Deficit)	$0	-$5,132	$0	$34,169	$0	$75,584	$0	$96,595

a. **Personnel Costs**

Faculty and Staff Expenditures

Project for the first three years of the program the credit hours to be generated by each faculty member (full-time and part-time), graduate assistant, and other instructional personnel. Also indicate salaries. After total student credit hours, convert to an FTE student basis. Please provide totals for each of the three years presented. Salaries and FTE students should reflect amounts shown on budget schedule.

FY 2017				
Name, Position & Rank	$$ value to this program	FTE Assignment to this Program	Projected Student Credit Hours	FTE Students
Multiple	$11,431.54	0.1875	90	3.75
FY 2018				
Name, Position & Rank	$$ value to this program	FTE Assignment to this Program	Projected Student Credit Hours	FTE Students
Multiple	$32,770.41	0.5375	258	10.75
FY 2019				
Name, Position & Rank	$$ value to this program	FTE Assignment to this Program	Projected Student Credit Hours	FTE Students
Multiple	$48,393.52	0.79375	381	15.875
FY 2020				
Name, Position & Rank	$$ value to this program	FTE Assignment to this Program	Projected Student Credit Hours	FTE Students
Multiple	$59,444.01	0.975	468	19.5

Project the need and cost for support personnel and any other personnel expenditures for the first three years of the program.

Administrative Expenditures

Describe the proposed administrative structure necessary to ensure program success and the cost of that support. Include a statement concerning the involvement of other departments, colleges, or other institutions and the estimated cost of their involvement in the proposed program

FY 2017			
Name, Position & Rank	Annual Salary Rate	FTE Assignment to this Program	Value of FTE Effort to this Program
Program Coordinator	$32,000	0.25	$8,000
Business Manager	$47,524	0.02	$950
Administrative Assistant	$29,851	0.02	$597
Total	$109,375	0.29	$9,548
FY 2018			
Name, Position & Rank	Annual Salary Rate	FTE Assignment to this Program	Value of FTE Effort to this Program
Program Coordinator	$32,000	0.25	$8,000
Business Manager	$47,524	0.02	$950
Administrative Assistant	$29,851	0.02	$597
Total	$109,375	0.29	$9,548
FY 2019			
Name, Position & Rank	Annual Salary Rate	FTE Assignment to this Program	Value of FTE Effort to this Program
Program Coordinator	$32,000	0.25	$8,000
Business Manager	$47,524	0.02	$950
Administrative Assistant	$29,851	0.02	$597
Total	$109,375	0.29	$9,548
FY 2020			
Name, Position & Rank	Annual Salary Rate	FTE Assignment to this Program	Value of FTE Effort to this Program
Program Coordinator	$32,000	0.25	$8,000
Business Manager	$47,524	0.02	$950
Administrative Assistant	$29,851	0.02	$597
Total	$109,375	0.29	$9,548

The Program Coordinator will be responsible for:

1. Student recruiting, enrollment and retention
2. External relations with alumni and community
3. Strategic planning and budget management
4. Program operations across all university functions
5. Manage Program staff

b. **Operating Expenditures**

Operating expenses include typical departmental expenses such as office supplies, postage and promotion expense.

c. **Capital Outlay**

(1) Library resources

(a) Library resources are adequate for the proposed Ed.S. program in educational technology.

(b) The proposed program will not require proprietary space or investment. No additional library materials are anticipated.
(c) Albertsons Library does a wonderful job of serving our online master's and doctoral students. Ed.S. students will use the same educational journals and other online resources that are presently provided.

(2) Equipment/Instruments

The proposed Ed.S. program will not require any physical space for staff or faculty beyond that which is already provided to the Department of Educational Technology.

d. Revenue Sources

(1) If funding is to come from the reallocation of existing state appropriated funds, please indicate the sources of the reallocation. What impact will the reallocation of funds in support of the program have on other programs?

N/A

(2) If the funding is to come from other sources such as a donation, indicate the sources of other funding. What are the institution's plans for sustaining the program when funding ends?

N/A

(3) If an above Maintenance of Current Operations (MCO) appropriation is required to fund the program, indicate when the institution plans to include the program in the legislative budget request.

N/A

(4) Describe the federal grant, other grant(s), special fee arrangements, or contract(s) to fund the program. What does the institution propose to do with the program upon termination of those funds?

N/A.

(5) Provide estimated fees for any proposed professional or self-support program.

The program will a self-support program. Students will be charged $379.33 per credit for existing courses in the self-support Master of Educational Technology Program or $476 per credit for existing courses in the Doctor of Education in the Educational Technology Program. The approximate total credit cost of the program is $13,967 (18 Master's credits and 15 Doctoral credits).

APPENDIX A: **Proposed Catalog Statement and Degree Requirements**

Education Specialist in Educational Technology
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General Information

The Education Specialist in Educational Technology, leading to a Ed.S. will serve the needs of master's degree-holding K-20 teachers through advanced instruction in the theory, research, and hands-on skills. Students in the program will become more effective in the classroom and in technology leadership roles and will become specialists in one of several cognates, such as technology integration, blended and online teaching, educational games, e-learning design, and school technology leadership.

Admission Requirements

Admission to the program requires a master's degree from a regionally accredited college or university and admission to the Graduate College. In addition, the academic background of the applicant must be judged by the Graduate Program Coordinator to be adequate for enrollment in graduate courses in education and educational technology. However, meeting these minimum requirements does not guarantee admission to the program.

Education Specialist in Educational Technology	
Course Number and Title	*Credits*
Core Requirements EDTECH 602 Emerging Trends in Educational Technology (3 cr) EDTECH 604 Leadership in Educational Technology (3 cr) EDTECH 650 Research in Educational Technology (3 cr) EDTECH 651 Introduction to Statistics for Educational Technology (3 cr)	12
Cognate Available cognates include technology integration, blended and online teaching and learning, educational games and simulations, e-learning design, and technology leadership.	9
Electives	9
Culminating Activity EDTECH 640 Innovative Practices in Educational Technology (1-3 cr)	3
Total	33

APPENDIX B

Survey Instrument

If you could focus on one of these topics, would you be interested in an online education specialist (Ed.S.) degree?

- Doctoral courses
- Educational games and simulations
- Technology leadership
- Blended and online learning
- Technology integration

Results				
LOCATION	YES	PERCENT YES	NO	TOTAL
St. Louis	37	69	17	54
Portland	12	44	15	27
Omaha	55	79	15	70
TOTALS	**104**	**69**	**47**	**151**

Note: Survey was administered to anonymous teacher/practitioner conference participants at 3 locations during AY 2014-15.

TAB	DESCRIPTION	ACTION
1	**AMENDMENT TO BOARD POLICY - V.H. AUDITS – Second Reading**	Motion to approve

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SUBJECT

Idaho State Board of Education (Board) Policy V.H. – Audits – second reading

REFERENCE

June 2005	Board approved first reading updating policy to bring it into alignment with creation of Audit Committee.
August 2005	Board approved second reading of policy.
December 2008	Removal of ISDB, Historical Society and Commission from all applicable policies.
December 2015	Board approved first reading of amended policy dealing with audits of agencies under Board jurisdiction.

BACKGROUND / DISCUSSION

At its June 2015 meeting, the Audit Committee discussed how it handles Legislative Services Office (LSO) audits of agencies under the jurisdiction of the Board. The Committee recommended revising Board policy to delegate review of LSO audit reports to the Executive Director unless a material weakness or significant deficiency was included in the audit report.

The revisions to Board policy V.H.6, Legislative Audits, pertain to LSO audits of the Office of the State Board of Education, Career-Technical Education, Idaho Public Television, and Idaho Vocational Rehabilitation. Minor modifications are being proposed to V.H.6.ii to clarify that LSO provides preliminary and final reports. The addition of section V.H.6.iii allows the Audit Committee to delegate the review of the LSO audit reports to the Executive Director, unless a material weakness or significant deficiency is included in the audit report.

IMPACT

Approval of the proposed amendments would clarify LSO reporting procedures and delegate the review of the LSO audit reports to the Executive Director when there are no material weaknesses or significant deficiencies included in the reports.

ATTACHMENTS

Attachment 1- Board Policy Section V.H., second reading Page 3

STAFF COMMENTS AND RECOMMENDATIONS

There were no changes between the first and second reading. Staff recommends approval.

BOARD ACTION

I move to approve the second reading of the proposed amendment to Idaho State Board of Education Policy V.H., as presented in Attachment 1.

Moved by_____ Seconded by_____ Carried Yes____ No____

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General Purpose and Governance

The Audit Committee (Committee) is appointed by the Board in fulfilling its fiscal oversight responsibilities. The Committee provides oversight to the organizations under its governance (defined in Idaho State Board of Education, Policies and Procedures, Section I. A.1.) for: financial statement integrity, financial practices, internal control systems, financial management, and standards of conduct.

The Committee serves as the Board's liaison with its external auditor and with the external and internal audit operations of the agencies and institutions. The Committee reviews agency and institution fiscal operations. The Committee chairperson reports periodically to the Board on the activities of the Committee, including any recommended changes or additions to the Board's policies and procedures.

1. Calendar

   The Committee shall establish a calendar of all regularly scheduled meetings including meetings with the Board, the independent auditors, institutions, and others as appropriate. The Committee should take into consideration the requirements and due dates of other State agencies in establishing timelines.

2. Audit Committee

   a. Membership

      Each member of the Committee shall be in good standing, and shall be independent in order to serve on the Committee. The Committee minutes will indicate whenever a new member is appointed by the Board as well as an acknowledgement that independence has been verified for the new member. Affirmation of independence will be documented in the minutes annually or whenever a change in status by any Committee member occurs.

   b. Financial Expert

      At least one member of the Committee shall be designated as a financial expert and indicated in the Committee minutes. This designation shall be affirmed annually, unless there is a change in status.

   c. Board Bylaws on Audit Committee

      The Committee will review, reassess the adequacy of, and recommend any proposed changes to the Board annually, unless changes are needed during the course of the year, in light of new best practices and new legal requirements.

   d. Meetings

The Committee shall meet at least four times per year and may be combined with regularly scheduled Board meetings or more frequently as circumstances may require. The Committee may require institution management or others to attend the meetings and provide pertinent information as necessary. All members are expected to attend each meeting in person, via telephone conference or videoconference. The agendas for meetings should be prepared and provided to members in advance, along with appropriate briefing materials. Minutes shall be prepared that document decisions made and action steps established and shall be maintained at the Board office.

3. Selection of Independent Auditors

   Items 3, 4 and 5 apply to the institutions only (Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and Eastern Idaho Technical College).

   a. The Committee shall allow enough time to prepare and publish a Request for Proposal, review and evaluate proposals, obtain Board approval of the selected audit firm, and negotiate and authorize a contract.

   b. The Committee may establish a process for selecting an independent audit firm. The process used should include representatives from the Board, Committee, and institutions.

   c. The Committee shall make the selection of the audit firm.

   d. 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.

4. Independent Auditors

   a. Lead Audit Partner Rotation

      It is the intent of the Board to adhere to the recommendation of the National Association of College and University Business Officers (NACUBO) to require rotation of the lead audit partner of the independent audit firm every five years, with a two-year timeout provision. The Committee shall establish when the five-year limit will be reached for the current lead audit partner. At least one year prior to that time, the Committee shall discuss transition plans for the new lead audit partner. The five-year limit will be reviewed annually with the independent auditors. These discussions shall be documented in the Committee meeting minutes.

b. Risk Assessment

Prior to the publication of the independent auditor's report, the Committee will review all material written communications between the independent auditors and institution management, including management letters and any schedule of unadjusted differences. The Committee shall conclude on the appropriateness of the proposed resolution of issues, and the action plan for any items requiring follow-up and monitoring. The Committee shall review these risks with institution management at each meeting or sooner, if necessary, to make sure it is up-to-date.

c. Audit Scope

i. Prior to Audit: Prior to the start of any audit work for the current fiscal year, the Committee will meet with the lead audit partner to review the audit scope. Questions related to audit scope may include significant changes from prior year, reliance on internal controls and any internal audit function, assistance from institutional staff, and changes in accounting principles or auditing standards. The Committee should also discuss how the audit scope will uncover any material defalcations or fraudulent financial reporting, questionable payments, or violations of laws or regulations. Areas of the audit deserving special attention by the Committee and issues of audit staffing should be reviewed.

ii. Subsequent to Audit: Subsequent to the audit report, the Committee shall meet with the lead audit partner and the Chief Financial Officer of each institution, to review the scope of the previous year's audit, and the inter-relationship between any internal audit function and the external auditors with respect to the scope of the independent auditor's work. Prior to the start of interim work for the current year audit, the Committee shall review the plans for the audit of the current year.

d. Accounting Policies

Annually and/or in conjunction with the year-end audit, the Committee shall review with the lead audit partner all critical accounting policies and practices and all alternative treatments of financial information within generally accepted accounting principles that have been discussed with management of the institutions, the ramifications of each alternative, and the treatment preferred by each institution.

e. Financial Statement Review

At the completion of the independent audit, the Committee shall review with institution management and the independent auditors each institution's financial statements, Management's Discussion and Analysis (MDA), related footnotes, and the independent auditor's report. The Committee shall also review any significant changes required in the independent auditor's audit plan and any serious difficulties or disputes with institution management encountered during the audit. The Committee shall document any discussions, resolution of disagreements, or action plans for any item requiring follow-up.

f. Single Audit Review

At the completion of the Single Audit Report (as required under the Single Audit Act of 1984, and the Single Audit Act Amendments of 1996), the Committee shall review with institution management and the independent auditors each institution's Single Audit Report. The Committee shall discuss whether the institution is in compliance with laws and regulations as outlined in the current Single Audit Act described in the U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement. The Committee shall report to the Board that the review has taken place and any matters that need to be brought to the Board's attention. The Committee shall document any discussions, resolution of disagreements, or action plans for any item requiring follow-up.

5. Internal Audits

The Committee shall review with institution management any significant findings on internal audits from the preceding 12 months and planned for the upcoming six months along with the status of each planned audit and management's responses thereto. The Committee shall review any difficulties the institution's internal audit staff encountered in the course of their audits, including any restrictions on the scope of their work or access to required information. The Committee shall discuss any internal audit function's budget and staffing.

6. Other Audits

a. Legislative Audits

i. All state agencies under the Board's jurisdiction, excluding the State Department of Education, will receive financial statement audits and federal single audits in accordance with federal and state laws and regulations. The Committee must be informed immediately by an agency of any audit activity being conducted by the legislative auditor.

ii. At the completion of the preliminary and final legislative audits, the Committee shall discuss with the legislative auditor ~~the~~ any ~~progress~~ findings ~~of the~~

~~legislative audit, including a full report on preliminary and final audit findings~~ and recommendations.

iii. The Committee may delegate the review of the audits described in sections i. and ii. to the Executive Director unless a material weakness or significant deficiency was included in the audit report.

b. Employee Severance Audits

When key administrative personnel leave an agency or institution, the Committee may bring to the full Board a recommendation as to whether an audit should be conducted and the scope of the audit.

7. Confidential Complaints

a. The Committee shall set up a process to investigate complaints received by the Board regarding accounting, internal accounting controls, or auditing matters that may be submitted by any party internal or external to any entity under its governance.

b. The Committee shall review the procedures for the receipt, retention, and treatment of complaints, referenced in paragraph 7.a, received by the Board. The Committee shall review an original of each complaint received, no matter the media used to submit and discuss the status or resolution of each complaint. The Committee shall ensure that proper steps are taken to investigate complaints and resolve timely. The Committee shall review a cumulative list of complaints submitted to date to review for patterns or other observations.

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TAB	DESCRIPTION	ACTION
	AMENDMENT TO BOARD POLICY	
1	Sections II.H; II.B. and II.F.– Coaches and Athletic Directors - First Reading	Motion to approve
	BOISE STATE UNIVERSITY	
2	Multi-Year Employment Agreement – Defensive Coordinator - Men's Football	Motion to approve
	BOISE STATE UNIVERSITY	
3	Multi-Year Employment Agreement – Special Teams Coordinator - Men's Football	Motion to approve
	BOISE STATE UNIVERSITY	
4	Multi-Year Employment Agreement – Co-Offensive Coordinator - Men's Football	Motion to approve
	UNIVERSITY OF IDAHO	
5	Multi-Year Employment Agreement – Women's Soccer Team Head Coach	Motion to approve
6	**LEWIS-CLARK STATE COLLEGE** Chief Executive Officer Compensation	Motion to approve

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SUBJECT

Idaho State Board of Education (Board) policies on athletic director and coach contracts—first reading

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.B.; Section II.F.; and Section II.H.

BACKGROUND/DISCUSSION

In response to the Board's guidance to review the level of authority delegated to institution presidents, to consider measures to streamline the review and approval procedures for routine transactions, and to reduce duplication of effort and improve user-friendliness of routine reports, the Athletic Committee has developed a proposal to streamline the process for review and approval of athletic director and coach contracts.

Under current Board policy II.F., Board approval is required for any employee contract longer than one year. Current Board policy II.H. also requires that any athletic director or coach contract for one year or less with an annual salary greater than $150,000 have Board approval. Multi-year athletic contracts have become increasingly commonplace as a nationwide practice in recent years. The proposed set of policy changes would shift the focus of Board review and approval of athletic contracts to those with higher visibility; namely, multi-year contracts which exceed three years, and contracts for which the total possible annual compensation is $200,000 or higher.

In order to implement the review and approval process changes proposed above, several related Board Policy sections would require amendment. As part of the proposed change package, cross-references to Board Policy Section II.H. "Coaches and Athletics Directors" have been added to Board Policy Section II.B. "Appointment Authority and Procedures" and to Board Policy Section II.F. "Policies Regarding Non-classified Employees" to harmonize those three policies and to facilitate use of the policies by institutions and the Board. The Single-Year and Multi-Year model athletics contracts have been modified to reflect the proposed changes. Finally, a checklist which captures the supporting documentation which must accompany contracts submitted to the Board for approval has been developed and would be posted online with the model contracts in the interest of user-friendliness and efficiency.

IMPACT

The proposed set of policy changes would delegate to institution presidents the responsibility for approving routine contracts for coaches and athletic directors. Board approval would continue to be required for contracts—or amendments thereto—which are longer than three years in duration (including "rolling" contracts which might exceed three years) or for which the total annual compensation is $200,000 or higher. This would ensure continued Board oversight of athletic

contracts for major revenue sports and would extend to a majority of head coaches in those sports and the key coordinators and assistants on their staffs. This proposal would reduce, to a degree, the Board's workload related to contract review and approval and would expedite personnel processes at the institutions for routine athletic contracts. The inclusion of cross-references in the related Board policies and the addition of the documentation checklist should improve ease and efficiency for institution and Board staff members.

[Note: the requirement under Board Policy Section II.B. that mandates Board approval for the initial appointment of any position at a salary that is equal to or higher than 75%of the chief executive officer's annual salary remains in force and is not impacted by the proposed set of changes dealing with annual athletic contracts.]

ATTACHMENTS

Attachment 1: Amendment to Board Policy Section II.H. Page 5
Attachment 2: Amendment to Board Policy Section II.B. Page 9
Attachment 3: Amendment to Board Policy Section II.F. Page 13
Attachment 4: Revised Single-Year Employment Agreement Page 19
Attachment 5: Revised Multi-Year Employment Agreement Page 29
Attachment 6: Proposed Contract Documentation Checklist Page 43

STAFF COMMENTS AND RECOMMENDATIONS

The proposed bundle of Board Policy amendments and supporting documents would provide a realistic balance among responsibilities delegated to institution presidents and the authority reserved for the Board. The proposed changes better reflect national practices and norms within current intercollegiate athletic operations. The changes should improve the efficiency and timeliness of staffing and approval for employment contracts for athletic directors and coaches. Staff recommends approval.

BOARD ACTION

I move to approve the first reading of the proposed amendments to Board Policy Section II.H. "Coaches and Athletic Directors"; Board Policy Section II.B. "Appointment Authority and Procedures"; and Board Policy Section II.F. "Policies Regarding Non-classified Employees" as provided in Attachments 1, 2 and 3.

Moved by_____ Seconded by_____ Carried Yes____ No____

And

I move to approve the amendments to the single-year and multi-year model contracts, employment agreements and contract documentation checklist as provided in Attachments 4, 5 and 6.

Moved by_____ Seconded by_____ Carried Yes____ No____

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1. Agreements Longer Than ~~One~~ Three (3) Years

The chief executive officer of an institution is authorized to enter into a contract for the services of a coach or athletic director with that institution for a term of ~~more than one (1) year, but not more than five (5) years,~~ up to three (3) years. A contract with a term (whether fixed or rolling) of more than three (3) years, or with a total annual compensation amount of $200,000 or higher, is subject to approval by the Board as to the terms, conditions, and compensation there under, and subject further to the condition that the contract of employment carries terms and conditions of future obligations of the coach or athletic director to the institution for the performance of such contracts. ~~A contract in excess of three (3) years (whether fixed or rolling) must show extraordinary circumstances.~~ Contracts shall define the entire employment relationship between the Board and a coach or athletic director and may incorporate by reference applicable Board and institutional policies and rules, and applicable law.

a. Each contract for the services shall follow the general form approved by the Board as a model contract. The ~~June 2014~~April 2016 Board revised and approved multiyear model contract is adopted by reference into this policy. The model contracts for employment agreements may be found on the Board's website at http://boardofed.idaho.gov/.

b. All such contracts must contain a liquidated damages clause provision in favor of the institution, applicable in the event that a coach or athletic director terminates the contract for convenience, in an amount which is a reasonable approximation of damages which might be sustained if the contract is terminated.

   i. If a head coach resigns or is terminated and there is one or more assistant coach for the same sport on a multi-year contract, the liquidated damages clause for the assistant coach(es) may be waived.

c. Contracts submitted for Board approval shall include the following supporting documentation (either in the agenda cover page or as an attachment; and shall be accompanied by the completed "Athletics Contracts Checklist" found on the Board's website at http//boardofed.idaho.gov/:

   i. A summary of all supplemental compensation incentives;

   ii. Quantification of maximum potential annual compensation (i.e. base salary plus maximum incentive pay);

   iii. Employment agreement (clean version), employment agreement (redline to Board-approved model contract), and for current coaches a redline of proposed employment agreement to current employment agreement;

iv. In the case of National Collegiate Athletic Association (NCAA) institutions, a 4-year history of the institution's Academic Progress Rate (APR) raw scores and national average APR scores for the applicable sport;

v. A schedule of base salaries and incentive payments of all other same sport coaches in the institution's conference; and

vi. Documentation on how the institution arrived at the proposed liquidated damages amount(s), and a summary of publically-available liquidated damages and buyout provisions for coaches of the same sport at all other public institutions in the conference.

d. All contracts must be submitted for Board approval prior to the contract effective date.

2. Agreements For Three (3) ~~One~~ Years Or Less

The chief executive officer of an institution is authorized to enter into a contract for the services of a coach or athletic director with that institution for a term of ~~one (1)~~three (3) years or less and an annual salary ~~of $150,000 or~~ less than $200,000 without Board approval. Each contract shall follow the general form approved by the Board as a model contract. Such contract shall define the entire employment relationship between the Board and the coach or athletic director and may incorporate by reference applicable Board and institutional policies and rules, and applicable law. The ~~December 9, 2010~~April 14, 2016 Board revised and approved model contract is adopted by reference into this policy. The model contracts for employment agreements may be found on the Board's website at http://boardofed.idaho.gov/.

3. Academic Incentives

Each contract for a coach or athletic director shall include incentives in the form of supplemental compensation, separate from any other incentives, based upon the academic performance of the student athletes whom the coach or athletic director supervises. Each year a coach or athletic director may be eligible to receive supplemental compensation based on achievement of the incentive. Awarding supplemental compensation shall be contingent upon achievement of one or more measures including, but not limited to, (in the case of the National Collegiate Athletic Association (NCAA) institutions), the NCAA Academic Progress Rate (APR). The Board shall approve the APR against which achievement of the incentive shall be based (in whole or in part) and the basis for computing the incentive. Information provided to the Board in determining the raw score to be used should include a 4-year history of the institution's APR raw scores and national average APR scores for that

sport. Any such supplemental compensation paid to coach or athletic director shall be separately reported to the Board.

4. Part-time Coaches Excepted

   The chief executive officer of an institution is authorized to hire part-time coaches as provided in the policies of the institution. Applicable Board policies shall be followed.

5. Assistant Coaches

   The chief executive officer of the institution is authorized to hire assistant coaches as provided in the policies of the institution. Applicable Board policies shall be followed.

6. Annual Leave

   a. All existing contracts and accrued leave held by coaches at the institutions on the effective date of this policy shall be grandfathered under policy Section II.F. for purposes of accruing annual leave until the coach's contract renewal.

   b. Following the effective date of this policy, the institutions shall have the authority to negotiate annual leave for all coach contract renewals and new hires using one of the two options below:

      i. Annual leave may be earned and accrued consistent with non-classified employees as set forth in policy II.F.; or

      ii. Pursuant to section 59-1606(3), Idaho Code, coaches do not accrue leave, but may take leave with prior written approval from the athletic director. Under this option, any accrued annual leave balance at the time of the coach's contract renewal shall be forfeited or paid off, and the new contract shall document the forfeiture or compensation of that leave.

ATTACHMENT 1

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1. Nothing herein may be construed to be in limitation of the powers of the Board as defined by Sections 33-3006, 33-3104, 33-2806, and 33-4005, Idaho Code, or as otherwise defined in the Idaho Constitution or Code.

2. Delegation of Authority

   a. The Board delegates all authority for personnel management not specifically retained to the executive director and the chief executive officers consistent with the personnel policies and procedures adopted by the Board. In fulfilling this responsibility, the executive director and chief executive officers, or their designees, may exercise their authority consistent with these policies and procedures. Provided, however, that the Board retains the authority for taking final action on any matter so identified anywhere in these policies and procedures.

   b. Within the general delegation of authority in the preceding paragraph a. above, the chief executive officers shall have the authority to manage, supervise and control the personnel and human resources of the institutions and agencies. Organizational structure, duty assignments, place of work, shift placement, salaries, work hour adjustments, benefit determinations, reductions in force and all similar and related work place decisions are the prerogative of the chief executive officers except or unless as limited by other applicable provisions of Board or institutional policy.

   c. Without limiting the general description of b. above, the authority delegated to each chief executive officer includes the authority, in the chief executive officer's discretion, to reduce expenditures to respond to financial challenges (without a financial exigency declaration by the Board) and to maintain sound fiscal management. In such cases, the chief executive officer may take employment actions which are uniform across the entire institution, or uniform across institution budgetary units, but may not include actions requiring a financial exigency declaration by the Board. Such actions may include work hour adjustments such as furloughs or other unpaid leave as long as such are uniform across budgetary units or uniformly tiered as applied to certain salary levels or classifications. Work hour adjustments may be pro-rated based on annual salary levels to equitably reduce the financial hardship of the adjustments on lower level employees. Institutions shall adopt internal policies for implementing the employment actions in a manner consistent with the Board's policies and procedures, and furnish these policies to the Board.

   d. In implementing any such actions described in the preceding paragraph c. above, the institution shall seek the input from the faculty, non-classified staff and classified staff employee groups. Such groups will be given at least twenty-one (21) calendar days to provide their input on the proposed actions as provided for

in the policies of the institution. The institution shall, once such input is taken and considered by the chief executive officer, establish procedures that provide for at least thirty (30) days written notice prior to the effective date of the action and an opportunity for an affected employee to be heard. The notice must include the effective date of the employment action, a statement of the basis for the employment action, and a description of the process to be heard. Such process shall be comparable to the process for review described in Board Policy Section II.N.7.a. The employee may contest the action only based on whether the action, with respect to that employee, violates the procedural requirements of this policy, applicable institutional policy or constitutional or statutory protections for that employee. The employee may not challenge the chief executive officer's determination that a reduction in budgetary expenditures is necessary, nor contest the chief executive officer's chosen means of addressing the reduction need, unless such means violate constitutional or statutory protections for the employee.

3. Specifically Reserved Board Authority

(Note: This is not an exclusive or exhaustive list and other reservations of Board authority may be found in other areas of these policies and procedures.) Board approval is required for the following:

a. Position Authorizations

Any position at a level of vice-president (or equivalent) and above, regardless of funding source, requires Board approval.

Agenda Item Format: Requests for new position authorizations must include the following information:

i. Position title;
ii. Type of position;
iii. FTE;
iv. Term of appointment;
v. Effective date;
vi. Approximate salary range;
vii. Funding source; and
viii. A description of the duties and responsibilities of the position.

b. The initial appointment of an employee to any type of position at a salary that is equal to or higher than 75% of the chief executive officer's annual salary.

c. The employment agreement, and all amendments thereto, of any ~~head~~ coach or athletic director (at the institutions only) longer than three (3)~~one~~ years, ~~and all amendments thereto~~or for a total annual compensation amount of $200,000 or

higher. Policies applicable to employment agreements for athletic directors and coaches are found in Section II.H.

d. The criteria established by the institutions for initial appointment to faculty rank and for promotion in rank, as well as any additional faculty ranks and criteria as may be established by an institution other than those provided for in these policies (see ~~subsection~~ Section II. G.) Any exceptions to the approved criteria also require Board approval.

For the procedures established for periodic performance reviews of tenured faculty members see ~~subs~~Section II. G.

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1. Employment Terms

   a. All non-classified employees, except those set forth in Section II.F.1.b. below, serve at the pleasure of the chief executive officer, and may be dismissed at any time, with or without cause, and without notice, at the discretion of the chief executive officer.

   b. Employment Contracts

      i. An institution may provide employment contracts to its non-classified employees. If an institution chooses to offer employment contracts to its non-classified employees, the employment contract must include the period of the appointment, salary, pay periods, position title, employment status and such other information as the institution may elect to include in order to define the contract of employment. Non-classified employees have no continued expectation of employment beyond their current contract of employment.

      ii. Non-classified employees, who serve pursuant to contracts of employment containing a stated salary are not guaranteed such salary in subsequent contracts or appointments, and such salary is subject to adjustment during the contract period due to financial exigency (as provided for in Section II.N of Board Policy) or through furlough or work hour adjustments (as provided for in S~~s~~ection II.B.2.c of Board Policy).

      iii. Each employee must acknowledge receipt and acceptance of the terms of the employment contract by signing and returning a copy to the institution initiating the offer of appointment. Failure or refusal of the employee to sign and return a copy of the employment contract within the time specified in the contract is deemed to be a rejection of the offer of employment unless the parties have mutually agreed in writing to extend the time. Nothing in this paragraph prohibits the institution from extending another offer to the employee in the event the initial offer was not signed and returned in a timely manner. Any alteration by the employee of the offer is deemed a counter-offer requiring an affirmative act of acceptance by an officer authorized to enter into contracts of employment binding the institution.

      iv. Each contract of employment shall include a statement to the following effect and intent: "The terms of employment set forth in this contract of employment are also subject to the Governing Policies and Procedures of the State Board of Education (or the Board of Regents of the University of Idaho, in the case of University of Idaho), and the policies and procedures of the institution." The contract shall also state that it may be terminated at any time for adequate cause, as defined in Section II.L. of Board Policy, or when the Board declares a state of financial exigency, as defined in Section

II.N. of Board Policy. The contract shall also state that it may be non-renewed pursuant to Section II.F.5. of Board Policy.

v. No contract of employment with such an employee may exceed one (1) year without the prior express approval of the Board, with the exception of employment agreements for athletic directors and coaches as set forth in Section II.H. of Board Policy. Employment beyond the contract period may not be legally presumed. Renewal of an employment contract is subject solely to the discretion of the chief executive officer of the institution, and, where applicable, of the Board.

2. Compensation

a. Salary – All non-classified employees shall receive a fixed salary. A payment in addition to the fixed salary for an employee on annual contract or agreement may be authorized by the chief executive officer for documented meritorious performance, to compensate a professional annual employee for short-term work assignments or additional duties beyond what is outlined in an employee's contract or agreement, or as incentive pay. Incentive pay may be paid for achievement of specific activities, goals or certifications as may be established by an institution in conjunction with certain programs or initiatives. All initial salaries for non-classified employees are established by the chief executive officer, subject to approval by the Board where applicable. The Board may make subsequent changes for any non-classified employee salary or may set annual salary guidelines and delegates to its executive director authority to review compliance with its annual guidelines. Any annual salary increase outside Board guidelines requires specific and prior Board approval before such increase may be effective or paid to the non-classified employee. With the exception of the chief executive officers, and other positions whose appointment is a reserved Board authority, approval of salaries shall be effective concurrently with Board approval of annual operating budgets for that fiscal year.

b. Salaries, Salary Increases and other Compensation related items

i. Salaries for new appointments to dean, associate/assistant dean, vice president, and president/vice president direct-report positions may not exceed the median rate for such position established by the College and University Professional Association for Human Resources (CUPA-HR), or its equivalent, without prior Board approval.

ii. Appointments to acting or interim positions shall be at base salary rates no greater than ten percent (10%) more than the appointees' salary rate immediately prior to accepting the interim appointment or ninety-five percent (95%) of the prior incumbent's rate, whichever is greater.

iii. Overtime Compensation – Non-classified employees earning annual leave at the equivalent rate of two (2) days for each month or major fraction thereof of credited state service are not eligible for either cash compensation or compensatory time off for overtime work. Non-classified employees in positions that are defined as "non-exempt" under the Fair Labor Standards Act earn overtime at a rate of one and one-half (1½) hours for each overtime hour worked. Other non-classified employees may earn compensatory time off at the discretion of the chief executive officer at a rate not to exceed one (1) hour of compensatory time for each hour of overtime worked.

iv. Credited State Service - The basis for earning credited state service will be the actual hours paid not to exceed forty (40) per week.

v. Pay Periods - All non-classified employees are paid in accordance with a schedule established by the state controller.

vi. Automobile Exclusion - Unless expressly authorized by the Board, no non-classified employee will receive an automobile or automobile allowance as part of his or her compensation.

3. Annual Leave

a. Non-classified employees at the institutions, agencies earn annual leave at the equivalent rate of two (2) days per month or major fraction thereof of credited state service. Twelve-month employees employed at the entities named above may accrue leave up to a maximum of 240 hours. An employee who has accrued the maximum will not earn further leave until the employee's use of annual leave reduces the accrual below the maximum.

   Non-classified employees in positions which are covered under the Fair Labor Standards Act earn annual leave in accordance with and subject to the maximum leave accruals in Section 67-5334, Idaho Code.

b. Non-classified employees appointed to less than full-time positions earn annual leave on a proportional basis dependent upon the terms and conditions of employment.

c. Professional Leave - At the discretion of the chief executive officer, non-classified employees may be granted professional leave with or without compensation under conditions and terms as established by the chief executive officer.

d. Pursuant to section 59-1606(3), Idaho Code, when a classified employee's position is changed to non-classified, or when a classified employee is moved into a non-classified position, and that employee, due to the employee's years of service, has

an annual leave balance in excess of 240 hours, then the institution may pay the employee as supplemental pay the balance that is in excess of 240 hours.

4. Performance Evaluation

   Each institution or agency must establish policies and procedures for the performance evaluation of non-classified employees, and are responsible for implementing those policies in evaluating the work performance of employees. The purposes of employee evaluations are to identify areas of strength and weakness, to improve employee work performance, and to provide a basis on which the chief executive officers and the Board may make decisions concerning retention, promotion, and merit salary increases. All non-classified employees must be evaluated annually. Any written recommendations that result from a performance evaluation must be signed by the appropriate supervisor, a copy provided to the employee and a copy placed in the official personnel file of the employee. Evaluation ratings that result in findings of inadequate performance of duties or failure to perform duties constitute adequate cause as set forth in Section II.L. of Board Policy.

5. Non-Renewal of Non-classified Contract Employees

   a. Notice of the decision of the chief executive officer to not renew a contract of employment must be given in writing to the non-classified employee at least sixty (60) calendar days before the end of the existing period of appointment for annual appointments. For appointments of less than one year, the written notice must be at least thirty (30) days prior to the end of the existing period of appointment. Reasons for non-renewal need not be stated. Non-renewal without cause is the legal right of the Board. If any reasons for non-renewal are provided to the employee for information, it does not convert the non-renewal to dismissal for cause and does not establish or shift any burden of proof. Failure to give timely notice of non-renewal because of mechanical, clerical, mailing, or similar error is not deemed to renew the contract of employment for another full term, but the existing term of employment must be extended to the number of days necessary to allow sixty (60) (or thirty days where applicable) calendar days' notice to the employee.

   b. Except as set forth in this paragraph, non-renewal is not grievable within the institution nor is it appealable to the Board. However, if an employee presents bona fide allegations and evidence to the chief executive officer of the institution that the non-renewal of the contract of employment was the result of discrimination prohibited by applicable law, the employee is entitled to use the internal discrimination grievance procedure set forth in Section II.M. to test the allegation. If the chief executive officer is the subject of the allegations, the employee may present the bona fide allegations and evidence to the Executive Director. The normal internal grievance procedure for discrimination must be used unless changed by mutual consent of the parties. The ultimate burden of proof rests with

the employee. The institution is required to offer evidence of its reasons for non-renewal only if the employee has made a prima facie showing that the recommendation of non-renewal was made for reasons prohibited by applicable law. Unless mutually agreed to by the parties in writing, the use of the discrimination grievance procedure will not delay the effective date of non-renewal. Following the discrimination grievance procedures, if any, the decision of the institution, is final, subject to Section II.F.5.c., below.

c. If, and only if, the chief executive officer is the subject of the alleged discrimination prohibited by applicable law, the non-classified contract employee may petition the Board to review the final action of the institution. Any petition for review must be filed at the Office of the State Board of Education within fifteen (15) calendar days after the employee receives notice of final action. The Board may agree to review the final action, setting out whatever procedure and conditions for review it deems appropriate, or it may choose not to review the final action. The fact that a review petition has been filed will not stay the effectiveness of the final action, nor will the grant of a petition for review, unless specifically provided by the Board. Board review is not a matter of right. An employee need not petition for Board review in order to have exhausted administrative remedies for purposes of judicial review. Nothing in this section should be construed as any prohibition against filing a complaint with any appropriate state or federal entity, including but not limited to the Equal Employment Opportunity Commission (EEOC) or the Idaho Human Rights Commission (IHRC).

6. Tenure

Non-classified employees are generally not entitled to tenure. Certain, very limited, exceptions to this general rule are found in Subsection G.6 of these personnel policies and procedures.

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(Form Used When Board Approval Not Needed)
EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between _____ (University (College)), and _____ (Coach).

ARTICLE 1

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

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

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

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of _____ (__) months, commencing on _____ and terminating, without further notice to Coach, on _____ unless sooner terminated in accordance with other provisions of this Agreement

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

ARTICLE 3

3.1 Regular Compensation.

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

a) An annual salary of $_____ per year, payable in biweekly installments in accordance with normal University (College) procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University (College)'s Board of (Regents or Trustees) ;

b) The opportunity to receive such employee benefits as the University (College) provides generally to non-faculty exempt employees, provided that the Coach qualifies for such benefits by meeting all applicable eligibility requirements; and

3.2 Supplemental Compensation. 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 President in consultation with the Director and approved by the University (College)'s Board of (Regents or Trustees) . The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere. 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.

3.3 Footwear; Apparel; Equipment. Coach agrees that the University (College) has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University (College). Coach recognizes that the University (College) is negotiating or has entered into an agreement with (Company Name) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name) , or give a lecture at an event sponsored in whole or in part by (Company Name) , or make other educationally-related appearances as may be reasonably requested by the University (College). Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head (Sport) coach. In order to avoid entering into an agreement with a competitor of (Company Name) , Coach shall submit all outside consulting agreements to the University (College) 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), and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

ARTICLE 4

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

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University (College), the University (College)'s governing board, the conference, and the NCAA (or NAIA); supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University (College)'s athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University (College) and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University (College)'s Handbook; (c) University (College)'s Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA (or NAIA) rules and regulations; and (f) the rules and regulations of the (Sport) conference of which the University (College) is a member.

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

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

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

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

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

ARTICLE 5

5.1 Termination of Coach for Cause. The University (College) may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or

without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

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

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

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

5.2 Termination due to Disability or Death of Coach.

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

5.2.2 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.

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

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

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

5.5 Waiver of Rights. Because the Coach is receiving 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 provided for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University (College) Faculty-Staff Handbook.

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

the University (College): Director of Athletics
_____
_____

with a copy to: President
_____
_____

the Coach: _____
Last known address on file with
University (College)'s Human Resource Services

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

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

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

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

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

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

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

UNIVERSITY (COLLEGE)	COACH
_____	_____
, President Date	Date

*Approved by the Board of _(Regents or Trustees)_ on the ____ day of _____.

[*Note: One (1) year employment agreements which require Board approval are defined in Section II.H. of Board Policy]

(Form Used When Board Approval Required)
(MODEL ATHLETICS CONTRACT)

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between _____ (University (College)), and _____ (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University (College) shall employ Coach as the head coach of its intercollegiate _(Sport)___ team (Team) (or Director of Athletics). Coach (Director) represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

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

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of _____ (__) years, commencing on _____ and terminating, without further notice to Coach, on _____ unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University (College) and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the 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 (College).

ARTICLE 3

3.1 Regular Compensation.

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

a) An annual salary of $_____ 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)'s Board of _(Regents or Trustees)____ ;

b) The opportunity to receive such employee benefits as the University (College) provides generally to non-faculty exempt employees; and

c) The opportunity to receive such employee benefits as the University (College)'s Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for a _(bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs)_ , and if Coach continues to be employed as University (College)'s head ___(Sport)_ coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to ___(amount or computation)__ of Coach's Annual Salary during the fiscal year in which the championship and __(bowl or other post-season)__ eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team is ranked in the top 25 in the _(national rankings of sport's division)__ , and if Coach continues to be employed as University (College)'s head _(Sport)_ coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to _(amount or computation)____ of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief executive officer in consultation with the Director. The determination shall be based on the 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 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the Chief executive officer wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief executive officer in consultation with the Director.

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

not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets.

3.2.6 **(SUMMER CAMP—OPERATED BY UNIVERSITY (COLLEGE))** Coach agrees that the University (College) has the exclusive right to operate youth (Sport) camps on its campus using University (College) facilities. The University (College) shall allow Coach the opportunity to earn supplemental compensation by assisting with the University (College)'s camps in Coach's capacity as a University (College) employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University (College)'s football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University (College)'s summer football camps, the University (College) shall pay Coach (amount) per year as supplemental compensation during each year of his employment as head (Sport) coach at the University (College). This amount shall be paid (terms of payment) .

(SUMMER CAMP—OPERATED BY COACH) Coach may operate a summer youth (Sport) camp at the University (College) under the following conditions:

a) The summer youth camp operation reflects positively on the University (College) and the Department;

b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;

c) Assistant coaches at the University (College) are given priority when the Coach or the private enterprise selects coaches to participate;

d) The Coach complies with all NCAA (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;

e) The Coach or the private enterprise enters into a contract with University (College) and _____ (campus concessionaire) for all campus goods and services required by the camp.

f) The Coach or private enterprise pays for use of University (College) facilities including the _____ .

g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp

Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.

h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--$1 million; (2) catastrophic coverage: camper and staff--$1 million maximum coverage with $100 deductible;

i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University (College) against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)

j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University (College) while engaged in camp activities. The Coach and all other University (College) employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws

In the event of termination of this Agreement, suspension, or reassignment, University (College) shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University (College) shall be released from all obligations relating thereto.

3.2.7 Coach agrees that the University (College) has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University (College). Coach recognizes that the University (College) is negotiating or has entered into an agreement with (Company Name) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name) , or give a lecture at an event sponsored in whole or in part by (Company Name) , or make other educationally-related appearances as may be reasonably requested by the

University (College). Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head (Sport) coach. In order to avoid entering into an agreement with a competitor of (Company Name), Coach shall submit all outside consulting agreements to the University (College) 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), and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

ARTICLE 4

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

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

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

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

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

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

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

4.3 NCAA (or NAIA) Rules. In accordance with NCAA (or NAIA) rules, Coach shall obtain prior written approval from the University (College)'s Chief executive officer for all athletically related income and benefits from sources outside the University (College) and shall report the source and amount of all such income and benefits to the University (College)'s Chief executive officer 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 governing board, the conference, or the NCAA (or NAIA).

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

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

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

ARTICLE 5

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

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

a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University (College);

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University (College), the University (College)'s governing board, the conference or the NCAA (NAIA), including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;

d) Ten (10) working days' absence of Coach from duty without the University (College)'s consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University (College)'s judgment, reflect adversely on the University (College) or its athletic programs;

f) The failure of Coach to represent the University (College) and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA (NAIA) or the University (College) in any investigation of possible

violations of any applicable law or the policies, rules or regulations of the University (College), the University (College)'s governing board, the conference, or the NCAA (NAIA);

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University (College), the University (College)'s governing board, the conference, or the NCAA (NAIA), by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

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

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

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

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

5.2 Termination of Coach for Convenience of University (College).

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

5.2.2 In the event that University (College) terminates this Agreement for its own convenience, University (College) shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University (College) until the term of this Agreement ends or until Coach obtains 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 health insurance plan and group life insurance as if he remained a University (College) employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

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

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University (College) for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University (College) is making a highly valuable

investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University (College) before the end of the contract term.

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University (College) shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University (College), as liquidated damages and not a penalty, the following sum: _____. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

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

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

5.4 Termination due to Disability or Death of Coach.

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

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe

benefit plan now in force or hereafter adopted by the University (College) and due to the Coach's estate or beneficiaries thereunder.

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

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

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

5.7 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 Governing Policies and Procedures, IDAPA 08.01.01 et seq., and the University (College) Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. ~~–~~(if required—multiyear employment agreements which require Board approval are defined in Section II.H. of Board Policy). This Agreement shall not be effective until and unless approved of the University (College)'s Board of (Regents or Trustees) and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University (College)'s Board of (Regents or Trustees), the 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 (Regents or Trustees) and University (College)'s rules regarding financial exigency.

6.2 University (College) Property. All personal property (excluding vehicle(s) provided through the _____ program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records,

team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University (College) or developed by Coach on behalf of the University (College) or at the University (College)'s direction or for the University (College)'s use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University (College). Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

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

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

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

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

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

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

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

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service

Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University (College): Director of Athletics
_____
_____

with a copy to: Chief executive officer
_____
_____

the Coach: _____
Last known address on file with
University (College)'s Human Resource Services

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

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

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

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

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

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

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly,

in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY (COLLEGE) COACH

Chief executive officer Date Date

*Approved by the Board of (Regents or Trustees) on the ____ day of _____, 2010.

[*Note: Multiyear employment agreements which require Board approval are defined in Section II.H. of Board Policy]

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IDAHO STATE BOARD OF EDUCATION

Athletic Director-Coach Contract Checklist

To be Submitted by Institutions with Employment Agreements Requiring Board Approval*

[* Board approval is required for contracts longer than three years or for any contracts with total annual compensation of $200,000 or higher. See Board Policy II.H.]

Institution:

Name of employee and position:

Date of submission to State Board Office:

Proposed effective date of employment agreement:

☐ The proposed contract has been reviewed to ensure compliance with Board Policy II.H.
☐ The proposed contract has been reviewed by institution general counsel

Supporting Documents (Check and attach all that apply): [All required items need to be provided either within the agenda item cover sheet, or as attachments to the agenda item.]

☐ A summary of all supplemental compensation incentives
☐ Quantification of the maximum potential annual compensation (i.e. base salary plus maximum incentive pay)
☐ Employment agreement—clean version
☐ Employment agreement—redline version comparing contract to Board-approved model contract (model contract is available on Board website http://boardofed.idaho.gov
☐ Employment agreement—redline version (for current coaches receiving new contracts) comparing proposed employment agreement to current agreement
☐ In the case of NCAA institutions, a 4-year history of the institution's Academic Progress Rate (APR) raw scores and national average APR scores for the applicable sport.
☐ A schedule of base salaries and incentive payments of all other same sport coaches in the institution's conference
☐ Documentation/description of how the institution determined the proposed liquidated damages amount(s), and a summary of publically-available liquidated damages and buyout provisions for coaches of the same sport at the other public institutions in the conference.

Notes/Comments (provide explanation of any items/boxes which were not checked or other key points for Board consideration):

Point of contact at Institution (phone number, email address):

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BOISE STATE UNIVERSITY

SUBJECT

Employment contract with Andrew Avalos, Defensive Coordinator

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H.

BACKGROUND/DISCUSSION

Boise State University (BSU) is seeking a two-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 two-year agreement to Andrew Avalos, who has coached at BSU since 2012. Multi-year contracts (two, three and even five year contracts) for the offensive, defensive and special teams 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 and these amounts are paid only from program revenues, media, donations and other non-state funds. Terms are as follows:

Term: Fixed term contract of two years

Base Compensation:
Year 1: $305,000
Year 2: $305,000

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 = $15,250

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, 2016 – February 29, 2017): $75,000
Year 2 (March 1, 2017 – February 28, 2018): $25,000

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 Contract Page 3
Attachment 2 – Redline of Proposed Contract to Model Agreement Page 17
Attachment 3 – 2011-2015 APR Summary Page 37
Attachment 4 – Maximum Compensation Calculation Page 38
Attachment 5 – Base Salary and Incentive Comparison Page 39

STAFF COMMENTS AND RECOMMENDATIONS

The maximum potential annual compensation for the proposed contract (base compensation plus academic and athletic bonuses) is $327,250. Coach Avalos' prior contracts at BSU have been one year in duration. This is the first year that BSU is offering multi-year contracts to assistant football coaches, and three such multi-year contracts have been submitted for this Board meeting. BSU uses a software system which supports members of the Mountain West Conference to draw comparative data on coaches' contract terms in the various team sports—this is the source of information on comparative salaries and benefits and liquidated damages for head coaches. The system does not currently provide information on liquidated damages for assistant coach positions, and BSU has not been able to provide this data. Staff has reviewed the liquidated damages provisions of the proposed contract and found them to be reasonable. Staff and the Athletic Committee recommend approval of the proposed employment agreement.

BOARD ACTION

I move to approve the request by Boise State University to enter into a two year employment agreement with Andrew Avalos, as defensive coordinator for the Boise State football team commencing on April 18, 2016 and terminating on February 28, 2018 at a base salary of $305,000 and supplemental compensation and terms as set forth in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is entered into this _____ day of _____ , 2016 ("Effective Date") by and between Boise State University ("the University") and Andrew Avalos ("Coach").

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the defensive coordinator (the "Position") of its intercollegiate Football team (the "Team"). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

1.3. Duties. Coach shall serve as the defensive coordinator for the Team and shall perform such other duties in the University's athletic program as the Head Coach may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of Coach's ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of two (2) years, commencing on April 18, 2016 and terminating, without further notice to Coach, on February 28, 2018 (the "Term"), unless sooner terminated in accordance with other provisions of this Agreement.

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

ARTICLE 3

3.1 Regular Compensation.

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

a) A salary in the amount of $305,000 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 through the Department's trade-out program during the term of this Agreement, subject to and according to the policy of the University's Board of Trustees. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and

d) The opportunity to receive such employee benefits as the University's Department of Athletics (the "Department") provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation. Coach may earn supplemental compensation as follows:

3.2.1. Athletic Achievement Incentive Pay.

a) If the football team participates in the Conference Championship Game, Coach will receive a $2,000 bonus.

In addition,

b) If the football team participates in a bowl game, Coach will receive a $3,000 bonus, **or**

c) If the football team participates in one of the six CFP (College Football Playoff) bowl games, Coach will receive a $15,250 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 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1 and paid from the University to Coach, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall perform all duties and responsibilities as assigned by the Head Coach, such duties and responsibilities may include, but are not limited to:

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's Board of Trustees, the conference of which the University is a member (the "Conference"), and the NCAA; supervise and take appropriate steps to ensure that any employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Head Coach and to the University's Director of NCAA Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) Governing Policies and Procedures and Rule Manual of the University's Board of Trustees; (b) the University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the Conference.

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

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

of the University, the University's Board of Trustees, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (e.g., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

4.4 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Head Coach and the Director. Such approval shall not unreasonably be withheld. Without first giving 48 hours prior written notice to the Head Coach and the Director, Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein.

ARTICLE 5

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

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

a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this Agreement within thirty (30) days after written notice from the University;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules, or regulations of the University, the University's Board of Trustees, the Conference, or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach

at another NCAA or National Association of Intercollegiate Athletics ("NAIA") member institution;

d) Ten (10) working days' absence of Coach from duty without the University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;

f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the Conference, or the NCAA;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the Conference, or the NCAA, by any employees for whom Coach is administratively responsible, or a member of the Team; or

i) A violation of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the Conference, or the NCAA, by any employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

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

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the

University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

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

5.2 Termination of Coach due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3 Termination of Coach for Convenience of University.

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

5.3.2 In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay to Coach, as liquidated damages and not a penalty, the "base salary" set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the Term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue the health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform the University within ten (10) business days of obtaining

other employment and to advise the University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to the University all compensation paid by the University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

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

5.3.4 In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.4 Termination by Coach for Convenience.

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

5.4.2 Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective when mutually agreed upon 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 sum if the termination occurs between March 1, 2016 and February 28, 2017, the sum of seventy-five thousand dollars

($75,000) or if the termination occurs between March 1, 2017 and the last game of the regular season including the conference championship game (if applicable), the sum of twenty-five thousand dollars ($25,000). The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid. Provided, however, if Coach terminates this Agreement following the death or disability of the Head Coach, such termination will not be considered termination by Coach for convenience, and therefore no liquidated damages shall be owed by Coach to the University.

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

5.4.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law Coach's right to receive all supplemental compensation and other payments and all accumulated annual leave.

5.5 Termination Due to Disability or Death of Coach.

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

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

5.5.3 If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that Coach shall be entitled to receive

any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.

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

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

5.8 Waiver of Rights. Because Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education Rule Manual (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, and University Policies.

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

the University: Boise State University
Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: Boise State University
Office of the President
1910 University Drive
Boise, Idaho 83725-1000

Coach: Andrew Avalos
Last known address on file with
University's Human Resource Services

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY COACH

Curt Apsey, Director of Athletics	Date	Andrew Avalos	Date

Dr. Robert Kustra, President Date

Approved by the Board on the _____ day of _____ , 2016.

~~**(MODEL ATHLETICS CONTRACT)**~~

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement~~)~~") is entered into this _____ day of _____, 2016 ("Effective Date") by and between _____ ~~(~~Boise State University ~~(College)),~~("the University") and _____ ~~(~~Andrew Avalos ("Coach~~).~~").

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as the ~~head coach~~defensive coordinator (the "Position") of its intercollegiate ~~(Sport)~~ Football 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.

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

1.3. Duties. Coach shall ~~manage and supervise~~serve as the defensive coordinator for the Team and shall perform such other duties in the ~~University (College)'s~~University's athletic program as the ~~Director~~Head Coach may assign and as may be described elsewhere in this Agreement. ~~The University (College)~~Coach shall ~~have the right, at any time~~, to ~~reassign Coach to duties at~~ the ~~University (College) other than as head coach~~best of ~~the Team, provided that~~ Coach's ~~compensation~~ability, and consistent with University policies and ~~benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through _(Depending on supplemental pay provisions used) shall cease~~procedures, perform all duties and responsibilities customarily associated with the Position.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~_____ (__~~ two (2) years, commencing on ~~_____~~April 18, 2016 and terminating, without further notice to Coach, on ~~_____~~February 28, 2018 (the "Term"), unless sooner terminated in accordance with other provisions of this Agreement.

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

ARTICLE 3

3.1 Regular Compensation.

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

a) ~~An annual~~A salary in the amount of ~~$_____~~$305,000 per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, and such salary increases as may be determined appropriate by the Head Coach and Director and ~~Chief executive officer and~~ approved by the ~~University (College)'s~~University's Board of ~~(Regents or~~ Trustees~~)~~;

b) The opportunity to receive such employee benefits calculated on the "base salary" as the University ~~(College)~~ provides generally to non-faculty exempt employees;

c) Assignment of one vehicle through the Department's trade-out program during the term of this Agreement, subject to and according to the policy of the University's Board of Trustees. Insurance premiums for the assigned 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

~~c~~d) The opportunity to receive such employee benefits as the ~~University (College)'s~~University's Department of Athletics (the "Department~~)~~") provides generally to its employees of a comparable level. Coach hereby agrees to

abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation. Coach may earn supplemental compensation as follows:

~~3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post-season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.2 Each year the Team is ranked in the top 25 in the (national rankings of sport's division), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief executive officer in consultation with the Director. The determination shall be based on the following factors: the~~3.2.1. Athletic Achievement Incentive Pay.

a) If the football team participates in the Conference Championship Game, Coach will receive a $2,000 bonus.

In addition,

b) If the football team participates in a bowl game, Coach will receive a $3,000 bonus, **or**

c) If the football team participates in one of the six CFP (College Football Playoff) bowl games, Coach will receive a $15,250 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.~~set by the Board, grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere.~~ 3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.

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 ~~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 Coach may receive the compensation hereunder

~~3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various~~

~~constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the Chief executive officer wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief executive officer in consultation with the Director.~~

~~3.2.5 The Coach shall receive the sum of (amount or computation)~~ from the University ~~(College)~~ or the ~~University (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 ~~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 ~~his~~Coach's services to and ~~perform~~appear on the Programs and to cooperate in their production, broadcasting, and telecasting. ~~It is understood that neither~~ Coach ~~nor any assistant coaches~~ shall not appear without the prior written approval of the Head Coach and the Director on any ~~competing~~ radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Head Coach and Director, Coach shall not appear in any commercial endorsements ~~which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets~~.

3.2.~~6 **(SUMMER CAMP—OPERATED BY UNIVERSITY (COLLEGE))** 5~~ Coach agrees that the University ~~(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 camps~~Camps in ~~Coach's~~Coach's capacity as a University ~~(College)~~ employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the ~~University (College)'s football 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 ~~University (College)'s summer football camps,~~ Camps, the University ~~(College)~~ shall pay Coach ~~(amount) per year as~~ supplemental compensation ~~during each year of his employment as head (Sport) coach at the University (College). This amount shall be paid (terms of payment)~~.

(SUMMER CAMP—OPERATED BY COACH) Coach may operate a summer youth (Sport) camp at the University (College) under the following conditions:

a) The summer youth camp operation reflects positively on the University (College) and the Department;

b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;

c) Assistant coaches at the University (College) are given priority when the Coach or the private enterprise selects coaches to participate;

d) The Coach complies with all NCAA (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;

e) The Coach or the private enterprise enters into a contract with University (College) and _____ (campus concessionaire) for all campus goods and services required by the camp.

f) The Coach or private enterprise pays for use of University (College) facilities including the _____.

g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.

h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--$1 million; (2) catastrophic coverage: camper and staff--$1 million maximum coverage with $100 deductible;

i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University (College) against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)

j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University (College) while engaged in camp activities. The Coach and all other University (College) employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws

In the event of termination of this Agreement, suspension, or reassignment, University (College) shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University (College) shall be released from all obligations relating thereto.

3.2.76 Coach agrees that the University (College) has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University (College). Coach recognizes that the University (College) is negotiating or has entered into an agreement with (Company Name) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), or make other educationally related appearances as may be reasonably requested by the University (College). Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head (Sport) coach. In order to avoid entering into an agreement with a competitor of (Company Name), Coach shall submit all outside consulting agreements to the University (College)the University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such

outside income to the University ~~(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),~~ and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.

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

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall perform all duties and responsibilities as assigned by the Head Coach, such duties and responsibilities may include, but are not limited to:

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University ~~(College),~~, the University's Board of Trustees, the conference of which the University ~~(College)'s governing board, the conference,~~is a member (the "Conference"), and the NCAA ~~(or NAIA);~~; supervise and take appropriate steps to ensure that ~~Coach's assistant coaches, any other~~any employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the ~~Director~~Head Coach and to the ~~Department's~~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 (College)'s~~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 ~~(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 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) ~~University (College)'s Handbook; (c) University (College)'s Administrative Procedures~~the University's Policy Manual; (~~d~~c) the policies of the Department; (~~e~~d) NCAA ~~(or NAIA)~~ rules ~~and regulations;~~ and ~~(f) the rules~~regulations; and (e) the rules and regulations of the ~~(Sport) conference of which the University (College) is a member~~Conference.

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

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

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

~~4.6~~4.4 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team~~,~~ requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Head Coach and the Director. Such approval shall not unreasonably be withheld. Without first giving 48 hours prior written notice to the Head Coach and the Director, Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein.

ARTICLE 5

5.1 Termination of Coach for Cause. The University ~~(College)~~ may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules ~~and~~, regulations, 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) 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) A deliberate or major violation by Coach of any applicable law or the policies, rules, or regulations of the University ~~(College),~~ the ~~University (College)'s governing board~~University's Board of Trustees, the ~~conference~~Conference, or the NCAA ~~(NAIA),~~ including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or ~~NAIA~~National Association of Intercollegiate Athletics ("NAIA") member institution;

d) Ten (10) working ~~days'~~days' absence of Coach from duty without the ~~University (College)'s~~University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the ~~University (College)'s~~University's judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;

f) The failure of Coach to represent the University ~~(College)~~ and its athletic programs positively in public and private forums;

~~g)~~ 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)~~ h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University ~~(College),~~ the ~~University (College)'s governing board~~University'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; or

i) ~~i)~~ A violation 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),~~ 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 Head Coach, Director, or ~~his~~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 ~~(College)~~ shall notify Coach whether, and if so when, the action will be effective.

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

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

5.2 Termination of Coach due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3 Termination of Coach for Convenience of University ~~(College).~~

5.~~2~~3.1 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.~~2~~3.2 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 ~~term~~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 ~~his~~the health insurance plan and group life insurance as if ~~he~~Coach 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~~3.3 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~~Coach'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.

5.4 Termination by Coach for Convenience.

5.34.1 ~~The~~ Coach recognizes that ~~his~~Coach's promise to work for the 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~~Coach's employment by entering into this Agreement and that its investment would be lost were ~~he~~Coach to resign or otherwise terminate ~~his~~Coach's employment with the University ~~(College)~~ before the end of the contract ~~term~~Term.

5.34.2 ~~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~~when mutually agreed upon 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 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 ~~(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~~: _____~~. if the termination occurs between March 1, 2016 and February 28, 2017, the sum of seventy-five thousand dollars ($75,000) or if the termination occurs between March 1, 2017 and the last game of the regular season including the conference championship game (if applicable), the sum of twenty-five thousand dollars ($25,000). 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.

~~_____~~5.34.4 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 ~~provided~~provide elsewhere in this Agreement, if Coach

terminates this Agreement for convenience, ~~he~~Coach shall forfeit to the extent permitted by law ~~his~~Coach's right to receive all supplemental compensation and other payments and all accumulated annual leave.

5.~~4~~5 Termination ~~due~~Due to Disability or Death of Coach.

5.~~4~~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 (College)'s~~University's disability insurance carrier, becomes unable to perform the essential functions of the ~~position of head coach~~Position, or dies.

5.~~4~~5.2 If this Agreement is terminated because of ~~Coach's~~Coach's death, ~~Coach's~~Coach's salary and all other benefits shall terminate as of the last day worked, except that ~~the Coach's~~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~~Coach's estate or beneficiaries ~~thereunder~~hereunder.

5.~~4~~5.3 If this Agreement is terminated because ~~the~~ Coach becomes totally or permanently disabled as defined by the ~~University (College)'s~~University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that ~~the~~ Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which ~~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.~~6~~7 No Liability. The University ~~(College)~~ shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.~~7~~8 Waiver of Rights. Because ~~the~~ Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University ~~(College)~~ employees, if the University ~~(College)~~ suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University ~~(College)~~ from compliance with the notice, appeal, and similar employment-related rights ~~provide~~provided for in the State

Board of Education Rule Manual (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures~~, IDAPA 08.01.01 et seq., and the~~ Manual, and University ~~(College) Faculty Staff Handbook~~Policies.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the ~~University (College)'s~~University's Board of ~~(Regents or~~ Trustees~~)~~ and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this ~~agreement~~Agreement shall be subject to: the approval of the ~~University (College)'s~~University's Board of ~~(Regents or~~ Trustees~~)~~, 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 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~~University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University ~~(College).~~ Within twenty-four (24) hours of the expiration of the ~~term~~Term of this ~~agreement~~Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the ~~Director~~Head Coach.

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

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

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

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in ~~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 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes ~~therefor~~therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 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~~Coach 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:

the University ~~(College):~~ : Boise State University
Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: ~~Chief executive officer~~Boise State University

Office of the President
1910 University Drive
Boise, Idaho 83725-1000

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

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

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

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

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement ~~of~~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 ~~he~~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 ~~(COLLEGE)~~ COACH

_____ _____

~~_____~~
~~, Chief executive officer~~ Curt Apsey, Director of Athletics Date
~~_____~~ Andrew Avalos Date

_____
Dr. Robert Kustra, President Date

Approved by the Board ~~of (Regents or Trustees)~~ on the ~~_____~~ _____ day of ~~_____, 2010~~ _____, 2016.

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BOISE STATE UNIVERSITY

Football APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2011-12	2012-13	2013-14	2014-15
Football	985	980	973	991
National % Rank by Sport	***90-100***	***90-100***	***70-80***	*****

REPORT YEAR
Raw Score for single year
Percentile Rank for Sport

* public release May 2016

MULTI-YEAR (4-Year Rolling Average)

Football	993	988	981	982

Coach Andrew Avalos Maximum Compensation Calculation - 2016-2018

		Yr 1	Yr 2
3.1.1a	Annual Base Salary	$ 305,000.00	$ 305,000.00
3.2.1	Additional Pay based on Performance	$ 17,250.00	$ 17,250.00
3.2.2	Additional Pay based on Academic Achievement	$ 5,000.00	$ 5,000.00
	Total Maximum potential annual compensation under Employment Agreement	$ 327,250.00	$ 327,250.00

Head Volleyball Coach Salary and Incentive Comparisions in the Mountain West Conference

Coach	School	Base Salary	Incentives
Tyson Summers	Colorado State	$ 300,000	NA
Kevin Cosgrove	New Mexico	$ 185,000	NA
Not listed	San Diego State	-	NA
Kent Baer	UNLV	$ 212,100	NA
Steve Stanard	Wyoming	$ 200,004	NA
Nick Toth	Fresno State	$ 115,596	NA
Andrew Avalos	Boise State	$ 305,000	See Contract
Kevin Clune	Utah State	$ 202,120	NA
Scott Boone	Nevada	$ 176,750	NA
Greg Robinson	San Jose State	$ 175,104	$500 per month car stipend, $3,000 if team participates in bowl game.
Steve Russ	Air Force	-	NA

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BOISE STATE UNIVERSITY

SUBJECT

Employment contract with Kent Riddle, Special Teams Coordinator

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H.

BACKGROUND/DISCUSSION

Boise State University (BSU) is seeking a two-year contract for the special teams coordinator for the men's football program. The special teams coordinator is one of the primary assistant coaches of the football team. The team's success has prompted BSU to offer a two-year agreement to Kent Riddle. Multi-year contracts (two, three and even five year contracts) for the offensive, defensive and special teams coordinator positions have become common in successful Division I Football Bowl Subdivision (FBS) programs.

The contract is similar to the standard issued by BSU and in conformance with the Board approved Model Agreement.

IMPACT

No state funds are used and these amounts are paid only from program revenues, media, donations and other non-state funds. Terms are as follows:

Term: Fixed term contract of two years

Base Compensation:
Year 1: $275,000
Year 2: $275,000

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 = $13,750

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, 2016 – February 29, 2017): $75,000

Year 2 (March 1, 2017 – February 28, 2018): $25,000

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 Contract Page 3
Attachment 2 – Redline of Proposed Contract to Model Agreement Page 17
Attachment 3 – 2011-2015 APR Summary Page 37
Attachment 4 – Maximum Compensation Calculation Page 38
Attachment 5 – Base Salary and Incentive Comparison Page 39

STAFF COMMENTS AND RECOMMENDATIONS

The maximum potential annual compensation for the proposed contract (base salary plus academic and athletic bonuses) is $295,750. Coach Riddle's prior contracts at BSU have been one year in duration. This is the first year that BSU is offering multi-year contracts to assistant football coaches, and three such multi-year contracts have been submitted for this Board meeting. BSU uses a software system which supports members of the Mountain West Conference to draw comparative data on coaches' contract terms in the various team sports—this is the source of information on comparative salaries and benefits and liquidated damages for head coaches. The system does not currently provide information on liquidated damages for assistant coach positions, and BSU has not been able to provide this data. Staff has reviewed the liquidated damages provisions of the proposed contract and found them to be reasonable. Staff and the Athletic Committee recommend approval of the proposed employment agreement.

BOARD ACTION

I move to approve the request by Boise State University to enter into a two year employment agreement with Kent Riddle, as special teams coordinator for the Boise State football team commencing on April 18, 2016 and terminating on February 28, 2018 at a base salary of $275,000 and supplemental compensation and terms as set forth in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is entered into this _____ day of _____ , 2016 ("Effective Date") by and between Boise State University ("the University") and Kent Riddle ("Coach").

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the special teams coordinator (the "Position") of its intercollegiate Football team (the "Team"). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

1.3. Duties. Coach shall serve as the special teams coordinator for the Team and shall perform such other duties in the University's athletic program as the Head Coach may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of Coach's ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of two (2) years, commencing on April 18, 2016 and terminating, without further notice to Coach, on February 28, 2018 (the "Term"), unless sooner terminated in accordance with other provisions of this Agreement.

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

ARTICLE 3

3.1 Regular Compensation.

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

a) A salary in the amount of $275,000 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 through the Department's trade-out program during the term of this Agreement, subject to and according to the policy of the University's Board of Trustees. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and

d) The opportunity to receive such employee benefits as the University's Department of Athletics (the "Department") provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation. Coach may earn supplemental compensation as follows:

3.2.1. Athletic Achievement Incentive Pay.

a) If the football team participates in the Conference Championship Game, Coach will receive a $2,000 bonus.

In addition,

b) If the football team participates in a bowl game, Coach will receive a $3,000 bonus, **or**

c) If the football team participates in one of the six CFP (College Football Playoff) bowl games, Coach will receive a $13,750 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 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1 and paid from the University to Coach, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall perform all duties and responsibilities as assigned by the Head Coach, such duties and responsibilities may include, but are not limited to:

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's Board of Trustees, the conference of which the University is a member (the "Conference"), and the NCAA; supervise and take appropriate steps to ensure that any employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Head Coach and to the University's Director of NCAA Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) Governing Policies and Procedures and Rule Manual of the University's Board of Trustees; (b) the University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the Conference.

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

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

of the University, the University's Board of Trustees, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (e.g., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

4.4 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Head Coach and the Director. Such approval shall not unreasonably be withheld. Without first giving 48 hours prior written notice to the Head Coach and the Director, Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein.

ARTICLE 5

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

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

a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this Agreement within thirty (30) days after written notice from the University;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules, or regulations of the University, the University's Board of Trustees, the Conference, or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach

at another NCAA or National Association of Intercollegiate Athletics ("NAIA") member institution;

d) Ten (10) working days' absence of Coach from duty without the University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;

f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the Conference, or the NCAA;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the Conference, or the NCAA, by any employees for whom Coach is administratively responsible, or a member of the Team; or

i) A violation of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the Conference, or the NCAA, by any employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

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

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the

University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

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

5.2 Termination of Coach due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3 Termination of Coach for Convenience of University.

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

5.3.2 In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay to Coach, as liquidated damages and not a penalty, the "base salary" set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the Term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue the health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform the University within ten (10) business days of obtaining

other employment and to advise the University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to the University all compensation paid by the University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

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

5.3.4 In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.4 Termination by Coach for Convenience.

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

5.4.2 Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective when mutually agreed upon 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 sum if the termination occurs between March 1, 2016 and February 28, 2017, the sum of seventy-five thousand dollars

($75,000) or if the termination occurs between March 1, 2017 and the last game of the regular season and conference championship game (if applicable), the sum of twenty-five thousand dollars ($25,000). The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid. Provided, however, if Coach terminates this Agreement following the death or disability of the Head Coach, such termination will not be considered termination by Coach for convenience, and therefore no liquidated damages shall be owed by Coach to the University.

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

5.4.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law Coach's right to receive all supplemental compensation and other payments and all accumulated annual leave.

5.5 Termination Due to Disability or Death of Coach.

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

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

5.5.3 If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that Coach shall be entitled to receive

any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.

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

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

5.8 Waiver of Rights. Because Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education Rule Manual (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, and University Policies.

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

the University: Boise State University
Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: Boise State University
Office of the President
1910 University Drive
Boise, Idaho 83725-1000

Coach: Kent Riddle
Last known address on file with
University's Human Resource Services

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY COACH

Curt Apsey, Director of Athletics	Date	Kent Riddle	Date

Dr. Robert Kustra, President Date

Approved by the Board on the _____ day of _____ , 2016.

~~**(MODEL ATHLETICS CONTRACT)**~~

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement~~)~~") is entered into this _____ day of _____, 2016 ("Effective Date") by and between _____ ~~(~~Boise State University ~~(College)),~~("the University") and _____ ~~(~~Kent Riddle ("Coach~~).~~").

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as the ~~head coach~~special teams coordinator (the "Position") of its intercollegiate ~~(Sport)~~ Football 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.

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

1.3. Duties. Coach shall ~~manage and supervise~~serve as the special teams coordinator for the Team and shall perform such other duties in the ~~University (College)'s~~University's athletic program as the ~~Director~~Head Coach may assign and as may be described elsewhere in this Agreement. ~~The University (College)~~Coach shall ~~have the right, at any time~~, to ~~reassign Coach to duties at~~ the ~~University (College) other than as head coach~~best of ~~the Team, provided that~~ Coach's ~~compensation~~ability, and consistent with University policies and ~~benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through ~~(Depending on supplemental pay provisions used) shall cease~~procedures, perform all duties and responsibilities customarily associated with the Position.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~_____ (~~two (2) years, commencing on ~~_____~~April 18, 2016 and terminating, without further notice to Coach, on ~~_____~~February 28, 2018 (the "Term"), unless sooner terminated in accordance with other provisions of this Agreement.

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

ARTICLE 3

3.1 Regular Compensation.

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

a) ~~An annual~~A salary in the amount of ~~$_____~~$275,000 per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, and such salary increases as may be determined appropriate by the Head Coach and Director and ~~Chief executive officer and~~ approved by the ~~University (College)'s~~University's Board of ~~(Regents or~~ Trustees~~)~~;

b) The opportunity to receive such employee benefits calculated on the "base salary" as the University ~~(College)~~ provides generally to non-faculty exempt employees;

c) Assignment of one vehicle through the Department's trade-out program during the term of this Agreement, subject to and according to the policy of the University's Board of Trustees. Insurance premiums for the assigned 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

~~c~~d) The opportunity to receive such employee benefits as the ~~University (College)'s~~University's Department of Athletics (the "Department~~)~~") provides generally to its employees of a comparable level. Coach hereby agrees to

abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation. Coach may earn supplemental compensation as follows:

~~3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post-season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.2 Each year the Team is ranked in the top 25 in the (national rankings of sport's division), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief executive officer in consultation with the Director. The determination shall be based on the following factors: the~~3.2.1. Athletic Achievement Incentive Pay.

a) If the football team participates in the Conference Championship Game, Coach will receive a $2,000 bonus.

In addition,

b) If the football team participates in a bowl game, Coach will receive a $3,000 bonus, **or**

c) If the football team participates in one of the six CFP (College Football Playoff) bowl games, Coach will receive a $13,750 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.~~set by the Board, grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere.~~ 3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.

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 ~~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 Coach may receive the compensation hereunder

~~3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various~~

~~constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the Chief executive officer wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief executive officer in consultation with the Director.~~

~~3.2.5 The Coach shall receive the sum of (amount or computation)~~ from the University ~~(College)~~ or the ~~University (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 ~~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 ~~his~~Coach's services to and ~~perform~~appear on the Programs and to cooperate in their production, broadcasting, and telecasting. ~~It is understood that neither~~ Coach ~~nor any assistant coaches~~ shall not appear without the prior written approval of the Head Coach and the Director on any ~~competing~~ radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Head Coach and Director, Coach shall not appear in any commercial endorsements ~~which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets~~.

3.2.~~6 **(SUMMER CAMP—OPERATED BY UNIVERSITY (COLLEGE))**~~ 5 Coach agrees that the University ~~(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 camps~~Camps in ~~Coach's~~Coach's capacity as a University ~~(College)~~ employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the ~~University (College)'s football 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 ~~University (College)'s summer football camps,~~ Camps, the University ~~(College)~~ shall pay Coach ~~(amount) per year as~~ supplemental compensation ~~during each year of his employment as head (Sport) coach at the University (College). This amount shall be paid (terms of payment)~~.

(SUMMER CAMP—OPERATED BY COACH) Coach may operate a summer youth (Sport) camp at the University (College) under the following conditions:

a) The summer youth camp operation reflects positively on the University (College) and the Department;

b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;

c) Assistant coaches at the University (College) are given priority when the Coach or the private enterprise selects coaches to participate;

d) The Coach complies with all NCAA (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;

e) The Coach or the private enterprise enters into a contract with University (College) and _____ (campus concessionaire) for all campus goods and services required by the camp.

f) The Coach or private enterprise pays for use of University (College) facilities including the _____.

g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.

h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--$1 million; (2) catastrophic coverage: camper and staff--$1 million maximum coverage with $100 deductible;

i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University (College) against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)

j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University (College) while engaged in camp activities. The Coach and all other University (College) employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws

In the event of termination of this Agreement, suspension, or reassignment, University (College) shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University (College) shall be released from all obligations relating thereto.

3.2.76 Coach agrees that the University (College) has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University (College). Coach recognizes that the University (College) is negotiating or has entered into an agreement with (Company Name) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), or make other educationally related appearances as may be reasonably requested by the University (College). Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head (Sport) coach. In order to avoid entering into an agreement with a competitor of (Company Name), Coach shall submit all outside consulting agreements to the University (College)the University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such

outside income to the University ~~(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),~~ and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.

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

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall perform all duties and responsibilities as assigned by the Head Coach, such duties and responsibilities may include, but are not limited to:

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University ~~(College),~~, the University's Board of Trustees, the conference of which the University ~~(College)'s governing board, the conference,~~is a member (the "Conference"), and the NCAA ~~(or NAIA);~~; supervise and take appropriate steps to ensure that ~~Coach's assistant coaches, any other~~any employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the ~~Director~~Head Coach and to the ~~Department's~~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 (College)'s~~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 ~~(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 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) ~~University (College)'s Handbook; (c) University (College)'s Administrative Procedures~~the University's Policy Manual; (~~d~~c) the policies of the Department; (~~e~~d) NCAA ~~(or NAIA)~~ rules ~~and regulations;~~ and ~~(f) the rules~~regulations; and (e) the rules and regulations of the ~~(Sport) conference of which the University (College) is a member~~Conference.

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

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

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

~~4.6~~4.4 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team~~,~~ requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Head Coach and the Director. Such approval shall not unreasonably be withheld. Without first giving 48 hours prior written notice to the Head Coach and the Director, Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein.

ARTICLE 5

5.1 Termination of Coach for Cause. The University ~~(College)~~ may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules ~~and~~, regulations, 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) 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) A deliberate or major violation by Coach of any applicable law or the policies, rules, or regulations of the University ~~(College),~~ the ~~University (College)'s governing board~~University's Board of Trustees, the ~~conference~~Conference, or the NCAA ~~(NAIA),~~ including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or ~~NAIA~~National Association of Intercollegiate Athletics ("NAIA") member institution;

d) Ten (10) working ~~days'~~days' absence of Coach from duty without the ~~University (College)'s~~University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the ~~University (College)'s~~University's judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;

f) The failure of Coach to represent the University ~~(College)~~ and its athletic programs positively in public and private forums;

~~g)~~ 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)~~ h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University ~~(College),~~ the ~~University (College)'s governing board~~University'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; or

i) ~~i)~~ A violation 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),~~ 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 Head Coach, Director, or ~~his~~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 ~~(College)~~ shall notify Coach whether, and if so when, the action will be effective.

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

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

5.2 Termination of Coach due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3 Termination of Coach for Convenience of University ~~(College).~~

5.~~2~~3.1 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.~~2~~3.2 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 ~~term~~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 ~~his~~the health insurance plan and group life insurance as if ~~he~~Coach 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~~3.3 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~~Coach'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.

5.4 Termination by Coach for Convenience.

5.~~3~~4.1 ~~The~~ Coach recognizes that ~~his~~Coach's promise to work for the 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~~Coach's employment by entering into this Agreement and that its investment would be lost were ~~he~~Coach to resign or otherwise terminate ~~his~~Coach's employment with the University ~~(College)~~ before the end of the contract ~~term~~Term.

5.~~3~~4.2 ~~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~~when mutually agreed upon 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 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 ~~(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~~: _____~~. if the termination occurs between March 1, 2016 and February 28, 2017, the sum of seventy-five thousand dollars ($75,000) or if the termination occurs between March 1, 2017 and the last game of the regular season and conference championship game (if applicable), the sum of twenty-five thousand dollars ($25,000). 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.~~3~~4.5 Except as ~~provided~~provide elsewhere in this Agreement, if Coach

terminates this Agreement for convenience, ~~he~~Coach shall forfeit to the extent permitted by law ~~his~~Coach's right to receive all supplemental compensation and other payments and all accumulated annual leave.

5.~~4~~5 Termination ~~due~~Due to Disability or Death of Coach.

5.~~4~~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 (College)'s~~University's disability insurance carrier, becomes unable to perform the essential functions of the ~~position of head coach~~Position, or dies.

5.~~4~~5.2 If this Agreement is terminated because of ~~Coach's~~Coach's death, ~~Coach's~~Coach's salary and all other benefits shall terminate as of the last day worked, except that ~~the Coach's~~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~~Coach's estate or beneficiaries ~~thereunder~~hereunder.

5.~~4~~5.3 If this Agreement is terminated because ~~the~~ Coach becomes totally or permanently disabled as defined by the ~~University (College)'s~~University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that ~~the~~ Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which ~~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.~~6~~7 No Liability. The University ~~(College)~~ shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.~~7~~8 Waiver of Rights. Because ~~the~~ Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University ~~(College)~~ employees, if the University ~~(College)~~ suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University ~~(College)~~ from compliance with the notice, appeal, and similar employment-related rights ~~provide~~provided for in the State

Board of Education Rule Manual (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures~~, IDAPA 08.01.01 et seq., and the~~ Manual, and University ~~(College) Faculty Staff Handbook~~Policies.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the ~~University (College)'s~~University's Board of ~~(Regents or~~ Trustees~~)~~ and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this ~~agreement~~Agreement shall be subject to: the approval of the ~~University (College)'s~~University's Board of ~~(Regents or~~ Trustees~~)~~, 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 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~~University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University ~~(College).~~. Within twenty-four (24) hours of the expiration of the ~~term~~Term of this ~~agreement~~Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the ~~Director~~Head Coach.

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

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

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

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in ~~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 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes ~~therefor~~therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 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~~Coach 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:

the University ~~(College):~~ : Boise State University
Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: ~~Chief executive officer~~Boise State University

Office of the President
1910 University Drive
Boise, Idaho 83725-1000

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

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

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

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

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement ~~of~~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 ~~he~~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 ~~(COLLEGE)~~	COACH
~~, Chief executive officer~~ Curt Apsey, Director of Athletics	Date
~~_____~~Kent Riddle	Date
Dr. Robert Kustra, President	Date

Approved by the Board ~~of (Regents or Trustees)~~ on the ~~____~~ _____ day of ~~_____, 2010~~ _____, 2016.

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BOISE STATE UNIVERSITY

Football APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2011-12	2012-13	2013-14	2014-15
Football	985	980	973	991
National % Rank by Sport	***90-100***	***90-100***	***70-80***	*****

REPORT YEAR
Raw Score for single year
Percentile Rank for Sport

* public release May 2016

MULTI-YEAR (4-Year Rolling Average)

Football	993	988	981	982

Coach Kent Riddle Maximum Compensation Calculation - 2016-2018

		Yr 1	Yr 2
3.1.1a	Annual Base Salary	$ 275,000.00	$ 275,000.00
3.2.1	Additional Pay based on Performance	$ 15,750.00	$ 15,750.00
3.2.2	Additional Pay based on Academic Achievement	$ 5,000.00	$ 5,000.00
	Total Maximum potential annual compensation under Employment Agreement	$ 295,750.00	$ 295,750.00

Head Volleyball Coach Salary and Incentive Comparisions in the Mountain West Conference

Coach	School	Base Salary	Incentives
Ben Miller	Air Force	-	NA
Kent Riddle	Boise State	$ 275,000	See Contract
Jeff Hammerschmidt	Colorado State	$ 175,000	NA
Pete Germano	Fresno State	$ 115,596	NA
Lester Erb	Nevada	$ 141,400	NA
NA	New Mexico		
Bobby Hauck	San Diego State	$ 162,228	NA
Dan Ferrigno	San Jose State	$ 100,968	NA
Andy LaRussa	UNLV	$ 176,750	NA
Dave Ungerer	Utah State	$ 100,187	NA
AJ Cooper	Wyoming	$ 100,008	NA

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BOISE STATE UNIVERSITY

SUBJECT

Employment contract with Scott Huff, Co-Offensive Coordinator

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H.

BACKGROUND/DISCUSSION

Boise State University (BSU) is seeking a two-year contract for the co-offensive coordinator for the men's football program. The co-offensive coordinator is one of the primary assistant coaches of the football team. The team's success has prompted BSU to offer a two-year agreement to Scott Huff. Multi-year contracts (two, three and even five year contracts) for the offensive, defensive and special teams 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 and these amounts are paid only from program revenues, media, donations and other non-state funds. Terms are as follows:

Term: Fixed term contract of two years

Base Compensation:
Year 1: $285,000
Year 2: $285,000

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 College Football Playoff (CFP) bowl games = $14,250

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, 2016 – February 29, 2017): $75,000
Year 2 (March 1, 2017 – February 28, 2018): $25,000

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 Contract Page 3
Attachment 2 – Redline of Proposed Contract to Model Agreement Page 17
Attachment 3 – 2011-2015 APR Summary Page 35
Attachment 4 – Maximum Compensation Calculation Page 36
Attachment 5 – Base Salary and Incentive Comparison Page 37

STAFF COMMENTS AND RECOMMENDATIONS

Maximum potential annual compensation for the proposed contract (base salary plus academic and athletic bonuses) is $306,250. Coach Huff's prior contracts at BSU have been one year in duration. This is the first year that BSU is offering multi-year contracts to assistant football coaches, and three such multi-year contracts have been submitted for this Board meeting. BSU uses a software system which supports members of the Mountain West Conference to draw comparative data on coaches' contract terms in the various team sports—this is the source of information on comparative salaries and benefits and liquidated damages for head coaches. The system does not currently provide information on liquidated damages for assistant coach positions, and BSU has not been able to provide this data. Staff has reviewed the liquidated damages provisions of the proposed contract and found them to be reasonable. Staff and the Athletic Committee recommend approval of the proposed employment agreement.

BOARD ACTION

I move to approve the request by Boise State University to enter into a two year employment agreement with Scott Huff as co-offensive coordinator for the Boise State football team commencing on April 18, 2016 and terminating on February 28, 2018 at a base salary of $285,000 and supplemental compensation and terms as set forth in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is entered into this _____ day of _____ , 2016 ("Effective Date") by and between Boise State University ("the University") and Scott Huff ("Coach").

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the co-offensive coordinator (the "Position") of its intercollegiate Football team (the "Team"). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

1.3. Duties. Coach shall serve as the co-offensive coordinator for the Team and shall perform such other duties in the University's athletic program as the Head Coach may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of Coach's ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of two (2) years, commencing on April 18, 2016 and terminating, without further notice to Coach, on February 28, 2018 (the "Term"), unless sooner terminated in accordance with other provisions of this Agreement.

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

ARTICLE 3

3.1 Regular Compensation.

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

a) A salary in the amount of $285,000 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 through the Department's trade-out program during the term of this Agreement, subject to and according to the policy of the University's Board of Trustees. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and

d) The opportunity to receive such employee benefits as the University's Department of Athletics (the "Department") provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation. Coach may earn supplemental compensation as follows:

3.2.1. Athletic Achievement Incentive Pay.

a) If the football team participates in the Conference Championship Game, Coach will receive a $2,000 bonus.

In addition,

b) If the football team participates in a bowl game, Coach will receive a $3,000 bonus, **or**

c) If the football team participates in one of the six CFP (College Football Playoff) bowl games, Coach will receive a $14,250 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 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1 and paid from the University to Coach, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall perform all duties and responsibilities as assigned by the Head Coach, such duties and responsibilities may include, but are not limited to:

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's Board of Trustees, the conference of which the University is a member (the "Conference"), and the NCAA; supervise and take appropriate steps to ensure that any employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Head Coach and to the University's Director of NCAA Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) Governing Policies and Procedures and Rule Manual of the University's Board of Trustees; (b) the University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the Conference.

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

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

of the University, the University's Board of Trustees, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (e.g., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

4.4 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Head Coach and the Director. Such approval shall not unreasonably be withheld. Without first giving 48 hours prior written notice to the Head Coach and the Director, Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein.

ARTICLE 5

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

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

a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this Agreement within thirty (30) days after written notice from the University;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules, or regulations of the University, the University's Board of Trustees, the Conference, or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach

at another NCAA or National Association of Intercollegiate Athletics ("NAIA") member institution;

d) Ten (10) working days' absence of Coach from duty without the University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;

f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the Conference, or the NCAA;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the Conference, or the NCAA, by any employees for whom Coach is administratively responsible, or a member of the Team; or

i) A violation of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the Conference, or the NCAA, by any employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

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

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the

University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

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

5.2 Termination of Coach due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3 Termination of Coach for Convenience of University.

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

5.3.2 In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay to Coach, as liquidated damages and not a penalty, the "base salary" set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the Term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue the health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform the University within ten (10) business days of obtaining

other employment and to advise the University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to the University all compensation paid by the University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

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

5.3.4 In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.4 Termination by Coach for Convenience.

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

5.4.2 Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective when mutually agreed upon 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 sum if the termination occurs between March 1, 2016 and February 28, 2017, the sum of seventy-five thousand dollars

($75,000) or if the termination occurs between March 1, 2017 and the last game of the regular season including the conference championship game (if applicable), the sum of twenty-five thousand dollars ($25,000). The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid. Provided, however, if Coach terminates this Agreement following the death or disability of the Head Coach, such termination will not be considered termination by Coach for convenience, and therefore no liquidated damages shall be owed by Coach to the University.

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

5.4.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law Coach's right to receive all supplemental compensation and other payments and all accumulated annual leave.

5.5 Termination Due to Disability or Death of Coach.

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

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

5.5.3 If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that Coach shall be entitled to receive

any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.

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

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

5.8 Waiver of Rights. Because Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education Rule Manual (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, and University Policies.

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

the University: Boise State University
Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: Boise State University
Office of the President
1910 University Drive
Boise, Idaho 83725-1000

Coach: Scott Huff
Last known address on file with
University's Human Resource Services

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY COACH

Curt Apsey, Director of Athletics	Date	Scott Huff	Date

Dr. Robert Kustra, President Date

Approved by the Board on the _____ day of _____ , 2016.

~~**(MODEL ATHLETICS CONTRACT)**~~

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement~~)~~") is entered into this _____ day of _____, 2016 ("Effective Date") by and between _____ ~~(~~Boise State University ~~(College)),~~("the University") and _____ ~~(~~Scott Huff ("Coach~~).~~").

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as the ~~head coach~~co-offensive coordinator (the "Position") of its intercollegiate ~~(Sport)~~ Football 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.

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

1.3. Duties. Coach shall ~~manage and supervise~~serve as the co-offensive coordinator for the Team and shall perform such other duties in the ~~University (College)'s~~University's athletic program as the ~~Director~~Head Coach may assign and as may be described elsewhere in this Agreement. ~~The University (College)~~Coach shall ~~have the right, at any time~~, to ~~reassign Coach to duties at~~ the ~~University (College) other than as head coach~~best of ~~the Team, provided that~~ Coach's ~~compensation~~ability, and consistent with University policies and ~~benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through ~~(Depending on supplemental pay provisions used) shall cease~~procedures, perform all duties and responsibilities customarily associated with the Position.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~_____ (~~two (2) years, commencing on ~~_____~~April 18, 2016 and terminating, without further notice to Coach, on ~~_____~~February 28, 2018 (the "Term"), unless sooner terminated in accordance with other provisions of this Agreement.

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

ARTICLE 3

3.1 Regular Compensation.

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

a) ~~An annual~~A salary in the amount of ~~$_____~~$285,000 per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, and such salary increases as may be determined appropriate by the Head Coach and Director and ~~Chief executive officer and~~ approved by the ~~University (College)'s~~University's Board of ~~(Regents or~~ Trustees~~)~~;

b) The opportunity to receive such employee benefits calculated on the "base salary" as the University ~~(College)~~ provides generally to non-faculty exempt employees;

c) Assignment of one vehicle through the Department's trade-out program during the term of this Agreement, subject to and according to the policy of the University's Board of Trustees. Insurance premiums for the assigned 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

~~c~~d) The opportunity to receive such employee benefits as the ~~University (College)'s~~University's Department of Athletics (the "Department~~)~~") provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation. Coach may earn supplemental compensation as follows:

~~3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post-season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.2 Each year the Team is ranked in the top 25 in the (national rankings of sport's division), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief executive officer in consultation with the Director. The determination shall be based on the following factors: the~~3.2.1. Athletic Achievement Incentive Pay.

a) If the football team participates in the Conference Championship Game, Coach will receive a $2,000 bonus.

In addition,

b) If the football team participates in a bowl game, Coach will receive a $3,000 bonus, **or**

c) If the football team participates in one of the six CFP (College Football Playoff) bowl games, Coach will receive a $14,250 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.~~set by the Board, grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere.~~ 3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.

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 ~~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 Coach may receive the compensation hereunder

~~3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the Chief executive officer wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief executive officer in consultation with the Director.~~

~~3.2.5 The Coach shall receive the sum of (amount or computation)~~ from the University ~~(College)~~ or the ~~University (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 ~~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 ~~his~~Coach's services to and ~~perform~~appear on the Programs and to cooperate in their production, broadcasting, and telecasting. ~~It is understood that neither~~ Coach ~~nor any assistant coaches~~ shall not appear without the prior written approval of the Head Coach and the Director on any ~~competing~~ radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Head Coach and Director, Coach shall not appear in any commercial endorsements ~~which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets~~.

3.2.~~6 **(SUMMER CAMP—OPERATED BY UNIVERSITY (COLLEGE))**~~ 5 Coach agrees that the University ~~(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 camps~~Camps in ~~Coach's~~Coach's capacity as a University ~~(College)~~ employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the ~~University (College)'s football 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 ~~University (College)'s summer football camps,~~ Camps, the University ~~(College)~~ shall pay Coach ~~(amount) per year as~~ supplemental compensation ~~during each year of his employment as head (Sport) coach at the University (College). This amount shall be paid (terms of payment)~~.

~~**(SUMMER CAMP—OPERATED BY COACH)** Coach may operate a summer youth (Sport) camp at the University (College) under the following conditions:~~

~~a) The summer youth camp operation reflects positively on the University (College) and the Department;~~

b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;

c) Assistant coaches at the University (College) are given priority when the Coach or the private enterprise selects coaches to participate;

d) The Coach complies with all NCAA (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;

e) The Coach or the private enterprise enters into a contract with University (College) and _____ (campus concessionaire) for all campus goods and services required by the camp.

f) The Coach or private enterprise pays for use of University (College) facilities including the _____.

g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.

h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--$1 million; (2) catastrophic coverage: camper and staff--$1 million maximum coverage with $100 deductible;

i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University (College) against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)

~~j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University (College) while engaged in camp activities. The Coach and all other University (College) employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws~~

~~In the event of termination of this Agreement, suspension, or reassignment, University (College) shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University (College) shall be released from all obligations relating thereto.~~

3.2.~~7~~6 Coach agrees that the University ~~(College)~~ has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of ~~University (College). Coach recognizes that the University (College) is negotiating or has entered into an agreement with (Company Name) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), or make other educationally-related appearances as may be reasonably requested by the University (College). Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head (Sport) coach. In order to avoid entering into an agreement with a competitor of (Company Name), Coach shall submit all outside consulting agreements to the University (College)~~the University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University ~~(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),~~ and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.

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

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall perform all duties and responsibilities as assigned by the Head Coach, such duties and responsibilities may include, but are not limited to:

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University ~~(College),~~, the University's Board of Trustees, the conference of which the University ~~(College)'s governing board, the conference,~~is a member (the "Conference"), and the NCAA ~~(or NAIA);~~; supervise and take appropriate steps to ensure that ~~Coach's assistant coaches, any other~~any employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the ~~Director~~Head Coach and to the ~~Department's~~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 (College)'s~~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 ~~(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 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) ~~University (College)'s Handbook; (c) University (College)'s Administrative Procedures~~the University's Policy Manual; (~~d~~c) the policies of the Department; (~~e~~d) NCAA ~~(or NAIA)~~ rules ~~and regulations;~~ and ~~(f) the rules~~regulations; and (e) the rules and regulations of the ~~(Sport) conference of which the University (College) is a member~~Conference.

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

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 officer~~President 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 officer~~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 ~~(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 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach~~

~~shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of Chief executive officer and the University (College)'s Board of (Trustees or Regents).~~

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

~~4.6~~4.4 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team~~,~~ requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Head Coach and the Director. Such approval shall not unreasonably be withheld. Without first giving 48 hours prior written notice to the Head Coach and the Director, Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein.

ARTICLE 5

5.1 Termination of Coach for Cause. The University ~~(College)~~ may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules ~~and~~, regulations, 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) 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) A deliberate or major violation by Coach of any applicable law or the policies, rules, or regulations of the University ~~(College),~~, the ~~University (College)'s governing board~~University's Board of Trustees, the ~~conference~~Conference, or the NCAA ~~(NAIA),~~, including

but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or ~~NAIA~~National Association of Intercollegiate Athletics ("NAIA") member institution;

d) Ten (10) working ~~days'~~days' absence of Coach from duty without the ~~University (College)'s~~University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the ~~University (College)'s~~University's judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;

f) The failure of Coach to represent the University ~~(College)~~ and its athletic programs positively in public and private forums;

~~g~~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~~h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University ~~(College),~~, the ~~University (College)'s governing board~~University'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; or

i) ~~i)~~ A violation 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),~~, 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 Head Coach, Director, or ~~his~~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 ~~(College)~~ shall notify Coach whether, and if so when, the action will be effective.

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

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

5.2 Termination of Coach due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3 Termination of Coach for Convenience of University ~~(College).~~

5.~~2~~3.1 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.~~2~~3.2 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 ~~term~~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 ~~his~~the health insurance plan and group life insurance as if ~~he~~Coach 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~~3.3 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~~Coach'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.

5.4 Termination by Coach for Convenience.

5.~~3~~4.1 ~~The~~ Coach recognizes that ~~his~~Coach's promise to work for the 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~~Coach's employment by entering into this Agreement and that

its investment would be lost were ~~he~~Coach to resign or otherwise terminate ~~his~~Coach's employment with the University ~~(College)~~ before the end of the contract ~~term~~Term.

5.~~3~~4.2 ~~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~~when mutually agreed upon 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 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 ~~(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~~: _____~~. if the termination occurs between March 1, 2016 and February 28, 2017, the sum of seventy-five thousand dollars ($75,000) or if the termination occurs between March 1, 2017 and the last game of the regular season including the conference championship game (if applicable), the sum of twenty-five thousand dollars ($25,000). 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.~~3~~4.5 Except as ~~provided~~provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, ~~he~~Coach shall forfeit to the extent permitted by law ~~his~~Coach's right to receive all supplemental compensation and other payments and all accumulated annual leave.

5.~~4~~5 Termination ~~due~~Due to Disability or Death of Coach.

5.45.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University (College)'sUniversity's disability insurance carrier, becomes unable to perform the essential functions of the position of head coachPosition, 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 University (College)'sUniversity'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 heCoach is entitled by virtue of employment with the University (College)..

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

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

5.78 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 provideprovided 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., and the Manual, and University (College) Faculty Staff HandbookPolicies.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the ~~University (College)'s~~University's Board of ~~(Regents or~~ Trustees~~)~~ and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this ~~agreement~~Agreement shall be subject to: the approval of the ~~University (College)'s~~University's Board of ~~(Regents or~~ Trustees~~)~~, 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 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~~University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University ~~(College).~~. Within twenty-four (24) hours of the expiration of the ~~term~~Term of this ~~agreement~~Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the ~~Director~~Head Coach.

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

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

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

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in ~~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 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable

substitutes ~~therefor~~therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 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~~Coach 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:

the University ~~(College):~~ : Boise State University
Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: ~~Chief executive officer~~Boise State University

Office of the President
1910 University Drive
Boise, Idaho 83725-1000

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

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

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

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

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement ~~of~~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 ~~he~~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 ~~(COLLEGE)~~ COACH

_____ _____

~~_____~~
~~_____, Chief executive officer~~ Curt Apsey, Director of Athletics Date
~~_____~~Scott Huff Date

_____
Dr. Robert Kustra, President Date

Approved by the Board ~~of (Regents or Trustees)~~ on the ~~_____~~ _____ day of ~~_____, 2010~~ _____, 2016.

BOISE STATE UNIVERSITY

Football APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2011-12	2012-13	2013-14	2014-15
Football	985	980	973	991
National % Rank by Sport	***90-100***	***90-100***	***70-80***	*****

REPORT YEAR
Raw Score for single year
Percentile Rank for Sport

* public release May 2016

MULTI-YEAR (4-Year Rolling Average)

Football	993	988	981	982

Coach Scott Huff Maximum Compensation Calculation - 2016-2018

		Yr 1	Yr 2
3.1.1a	Annual Base Salary	$ 285,000.00	$ 285,000.00
3.2.1	Additional Pay based on Performance	$ 16,250.00	$ 16,250.00
3.2.2	Additional Pay based on Academic Achievement	$ 5,000.00	$ 5,000.00
	Total Maximum potential annual compensation under Employment Agreement	$ 306,250.00	$ 306,250.00

Football Offensive Coordinator Coach Salary and Incentive Comparisions in the Mountain West Conference

Coach	School	Base Salary	Incentives
Mike Thiessen	Air Force	-	NA
Clay Hendrix	Air Force	-	NA
Scott Huff	Boise State	$ 285,000	See Contract
Zak Hill	Boise State	$ 215,000	Same as Huff incentives
Will Friend	Colorado State	$ 500,000	NA
Dave Schramm	Fresno State	$ 115,596	NA
Nick Rolovich	Nevada	$ 176,750	NA
Bob DeBesse	New Mexico	$ 225,500	NA
Jeff Horton	San Diego State	$ 205,008	NA
Al Borges	San Jose State	$ 113,772	NA
Jimmie Dougherty	San Jose State	$ 188,376	$500 per month car stipend, $3,000 if team participates in bowl game.
Barney Cotton	UNLV	$ 212,100	NA
Luke Wells	Utah State	$ 131,708	NA
Josh Heupel	Utah State	$ 232,420	NA
Brent Vigen	Wyoming	$ 200,004	NA

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UNIVERSITY OF IDAHO

SUBJECT

University of Idaho (UI) multi-year contract for Women's Soccer Team Head Coach.

REFERENCE

June 2014	The Board approved a three-year contract with Derek Pittman, effective June 20, 2014 through June 19, 2017.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Polices & Procedures Section II.H.1.

DISCUSSION

The University of Idaho requests Board approval to extend the employment of the Women's Soccer Team Head Coach, Derek Pittman (Coach). Attachment 1 to these materials shows the specific changes in terms from the current contract.

The UI submits the attached multi-year contract (Attachment 2) to the Regents for approval. The primary compensation terms of the agreement are set forth below. The entire contract and a redlined version showing changes from the Board model contract are contained in Attachments 2 and 3 respectively.

Coach's current contract approved on June 19, 2014 has an expiration date of June 19, 2017 and the proposed contract will extend for three additional years. Attachment 4 sets out the accomplishments of Coach Pittman in support of an extended term of the contract.

IMPACT

The extended term of the employment contract runs through March 31, 2020. The annual base salary is $45,011.20. Coach is eligible for UI-wide employee compensation increases. Annual media payments are $15,000.

Coach is entitled to receive the following incentive/supplemental compensation:

1. Conference champions or co-champion: $2,000.
2. Conference Coach or Co-Coach of the Year: $2,000.
3. Team finishes in the top 50 in the NCAA RPI: $2,000.
4. Team qualifies for play in the Big Sky Conference (BIG SKY) tournament: $2,000.
5. Team wins a game in the NCAA tournament: $1000 for each NCAA tournament win (6 games maximum possible).
6. Team achieves twelve (12) wins in regular season games (excluding exhibition games): $1,000.

7. Academic achievement and behavior of team based on APR national score exceeding 975 - $1,000. Additionally, if the team APR exceeds 985 the amount increases to $2,000. A four year history of the APR data for Women's Soccer (national average scores and University raw scores per team) is set out in Attachment 5 hereto.

Maximum potential annual compensation (base salary, media payment and estimated maximum potential) is $77,011.20.

Coach may participate in youth soccer camps as follows:

- Remaining income from any university operated camp, less $500, after all claims, insurance, and expenses of camp have been paid, OR
- In the event university elects not to operate a camp, coach may do so within Board guidelines for such camps.

ATTACHMENTS

Attachment 1 - Material revisions from 2014 contract Page 3
Attachment 2 - Employment Contract – clean Page 19
Attachment 3 - Employment Contract comparison to Model Contract Page 35
Attachment 4 - Coach Pittman accomplishment summary Page 53
Attachment 5 – Academic Progress Rate (APR) Data Page 54
Attachment 6 - Conference base salaries & incentive payments and liquidated damages and buy-out provisions Page 55

STAFF COMMENTS AND RECOMMENDATIONS

The proposed contract conforms to Board Policy II.H. requirements, including conference salary comparisons and liquidated damages reference material. The proposed maximum academic (APR) bonus is equivalent to a conference championship if the team sustains its current APR performance level. The Athletic Committee and staff recommend approval.

BOARD ACTION

I move to approve the University of Idaho's multi-year employment contract for the Women's Soccer Team Head Coach for a term extending through March 31, 2020, in substantial conformance to the form submitted to the Board in Attachment 2.

Moved by _____ Seconded by _____ Carried Yes _____ No ____

Discussion Draft
EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Derek Pittman (Coach).

ARTICLE 1

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

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.7 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~three~~four (~~3~~4) years commencing on ~~June 20, 2014,~~April 2016, and terminating, without further notice to Coach, on ~~June 19, 2017,~~March 31, 2020, unless sooner terminated in accordance with other provisions of this Agreement.

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

ARTICLE 3

3.1 Regular Compensation.

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

a) An annual salary of ~~40,019.20~~$45,011.20 per year, payable in biweekly installments in accordance with normal University procedures. Coach will be eligible to receive University-wide changes in employee compensation approved by the Director and President;

b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, except that in accordance with RGP II.H.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director; and

c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion or wins the conference tournament and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of $~~1,000~~2,000 during the fiscal year immediately following the 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 Coach is named Conference Coach of the Year or Conference Co-Coach of the year, and if Coach continues to be employed as University's head women's soccer coach as of the ensuing July 1st, Coach shall receive supplemental compensation of $~~1,000~~ 2,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3. Each year the Team finishes in the top ~~20~~50 in the NCAA ~~championships~~RPI and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall

pay to Coach supplemental compensation of $~~1,000.~~2,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4. Each year the Team qualifies for play in the Big Sky Conference (BIG SKY) tournament, and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of $2,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5. Each year the Team ~~achieves a winning record at the end of the regular season (excluding any exhibition and BIG SKY~~wins a game in the NCAA tournament ~~games)~~, and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of $~~500.~~1000 for each NCAA tournament win. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6. Each year the Team achieves twelve (12) wins in regular season games (excluding exhibition games), and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of $~~500~~1000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7. Each year Coach shall be eligible to receive supplemental compensation based on the academic achievement and behavior of Team members. If the Team's annual Academic Progress Rate ("APR") exceeds 975 and if Coach continues to be employed as University's head women's soccer coach as of the ensuing July lst, Coach shall receive supplemental compensation of $~~750~~1000. This amount shall increase to $~~1,000~~2,000 in any year the Team's annual APR exceeds 985 and if Coach continues to be employed as University's head women's soccer coach as of the ensuing July lst. Any such supplemental compensation paid to Coach shall be accompanied with a justification for the supplemental compensation based on the factors listed above, and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.8 The Coach shall receive the sum of $15,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Each year, one-half of this sum shall be paid prior to the first contest, and one-half shall be paid no later than two weeks after the last contest. Coach's right to receive the second half of such payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, provided Coach has fully participated in media programs and public appearances through that date. Coach's

right to receive any such media payment under this Paragraph is expressly contingent upon the following: (1) academic achievement and behavior of Team members; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; and (3) Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements that are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.9 Coach agrees that the University has the exclusive right to operate youth soccer camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's youth soccer camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's youth soccer camps, the University shall pay Coach the remaining income from the youth soccer camps, less $500, after all claims, insurance, and expenses of such camps have been paid.

Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth soccer camps for a particular period of time during the term of this Agreement, then, during such time period, Coach shall be permitted to operate youth soccer camps on the University's campus and using its facilities under the following terms and conditions:
:

a) The summer youth camp operation reflects positively on the University of Idaho and the Department;

b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University of Idaho personnel, equipment, or facilities without the prior written approval of the Director;

c) Assistant coaches at the University of Idaho are given priority when the Coach or the private enterprise selects coaches to participate;

d) The Coach complies with all NCAA, Conference, and University of Idaho rules and regulations related, directly or indirectly, to the operation of summer youth camps;

e) The Coach or the private enterprise enters into a contract with University of Idaho and Sodexho for all campus goods and services required by the camp.

f) The Coach or private enterprise pays for use of University of Idaho facilities; such rate to be set at the rate charged as if the camp were conducted by the University of Idaho.

g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.

h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--$1 million; (2) catastrophic coverage: camper and staff--$1 million maximum coverage with $100 deductible.

i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University of Idaho against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s).

j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University of Idaho while engaged in camp activities. The Coach and all other University of Idaho employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance

with Idaho law and comply in all respects with all federal and state wage and hour laws.

In the event of termination of this Agreement, suspension, or reassignment, University of Idaho shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University of Idaho shall be released from all obligations relating thereto.

3.2.10 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Nike to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning Nike products' design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Nike, or give a lecture at an event sponsored in whole or in part by Nike, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head women's soccer coach. In order to avoid entering into an agreement with a competitor of Nike, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Nike, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

ARTICLE 4

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

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Faculty Staff Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the soccer conference of which the University is a member.

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

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall provide a written detailed account of the source and ~~amountof~~amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day

preceding June 30th. The report shall be in a format reasonably satisfactory to University. Sources of such income include, but are not limited to, the following:

(a) Income from annuities;
(b) Sports camps;
(c) Housing benefits, including preferential housing arrangements;
(d) Country club memberships;
(e) Complimentary ticket sales;
(f) Television and radio programs; and
(g) Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

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

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

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

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations, including but not limited to the University's Faculty-Staff Handbook, Policies and Procedures of the Regents of the University, and the University's Administrative Procedures Manual.

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

Agreement:

a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University 's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;

d) Ten (10) working days' absence of Coach from duty without the University 's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;

f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

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

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

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

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

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

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

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

5.2.3 ~~University has~~The parties have been represented by, or had the opportunity to consult with, legal counsel~~, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel,~~ in the contract negotiations~~. The parties~~, 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 ~~that~~which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such ~~compensation~~liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach~~. Such compensation is~~ for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following ~~sums~~sum: (a) if the Agreement is terminated on or before ~~January 31, 2015,~~April 1, 2017, the sum of $15,000; (b) if the Agreement is terminated between ~~February~~April 1, ~~2015~~2017 and ~~January~~March 31, ~~2016~~ 2018 inclusive, the sum of

$10,000; (c) if the Agreement is terminated between ~~February 1, 2016 and June19, 2017 inclusive,~~April 1, 2018 and March 31, 2019, the sum of $5,000, (d) if the Agreement is terminated between April 1, 2019 and March 31, 2020, inclusive, there will be no buyout payment. ~~Sums~~The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 ~~University has~~The parties have both been represented by ~~legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without~~ legal counsel in the contract negotiations~~. The parties~~ 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 ~~that~~, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such ~~sums~~liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University~~. Such payments~~ for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5. Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit, to the extent permitted by law, his right to receive all supplemental compensation and other payments unpaid as of the date Coach gives notice of termination, unless Coach's right to receive those payments has vested pursuant to the terms of this Agreement.

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

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

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

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

the University: Director of Athletics
University of Idaho
P.O. Box 442302
Moscow, Idaho 83844-2302

with a copy to: President University of Idaho
P.O. Box 443151 Moscow, ID 83844-3151

the Coach: Derek Pittman
Last known address on file with University's Human Resource Services

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

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

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

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

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

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

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

UNIVERSITY		COACH	
Chuck Staben President	Date	Derek Pittman	Date

Approved by the Board of Regents on the ___ day of _____, ~~2014.~~2016

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Discussion Draft

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Derek Pittman (Coach).

ARTICLE 1

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

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.7 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of four (4) years commencing on April _____2016, and terminating, without further notice to Coach, on March 31, 2020, unless sooner terminated in accordance with other provisions of this Agreement.

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

ARTICLE 3

3.1 Regular Compensation.

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

a) An annual salary of $45,011.20 per year, payable in biweekly installments in accordance with normal University procedures. Coach will be eligible to receive University-wide changes in employee compensation approved by the Director and President;

b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, except that in accordance with RGP II.H.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director; and

c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion or wins the conference tournament and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of $2,000 during the fiscal year immediately following the 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 Coach is named Conference Coach of the Year or Conference Co-Coach of the year, and if Coach continues to be employed as University's head women's soccer coach as of the ensuing July 1st, Coach shall receive supplemental compensation of $2,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3. Each year the Team finishes in the top 50 in the NCAA RPI and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of $2,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4. Each year the Team qualifies for play in the Big Sky Conference (BIG SKY) tournament, and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of $2,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5. Each year the Team wins a game in the NCAA tournament, and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of $1000 for each NCAA tournament win. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6. Each year the Team achieves twelve (12) wins in regular season games (excluding exhibition games), and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of $1000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7. Each year Coach shall be eligible to receive supplemental compensation based on the academic achievement and behavior of Team members. If the Team's annual Academic Progress Rate ("APR") exceeds 975 and if Coach continues to be employed as University's head women's soccer coach as of the ensuing July lst, Coach shall receive supplemental compensation of $1000. This amount shall increase to $2,000 in any year the Team's annual APR exceeds 985 and if Coach continues to be employed as University's head women's soccer coach as of the ensuing July lst. Any such supplemental compensation paid to Coach shall be accompanied with a justification for the supplemental compensation based on the factors listed above, and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.8 The Coach shall receive the sum of $15,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Each year, one-half of this sum shall be paid prior to the first contest, and one-half shall be paid no later than two weeks after the last contest. Coach's right to receive the second half of such payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, provided Coach has fully participated in media programs and public appearances through that date. Coach's right to receive any such media payment under this Paragraph is expressly contingent upon the following: (1) academic achievement and behavior of Team members; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; and (3) Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements

requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements that are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.9 Coach agrees that the University has the exclusive right to operate youth soccer camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's youth soccer camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's youth soccer camps, the University shall pay Coach the remaining income from the youth soccer camps, less $500, after all claims, insurance, and expenses of such camps have been paid.

Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth soccer camps for a particular period of time during the term of this Agreement, then, during such time period, Coach shall be permitted to operate youth soccer camps on the University's campus and using its facilities under the following terms and conditions:
:

a) The summer youth camp operation reflects positively on the University of Idaho and the Department;

b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University of Idaho personnel, equipment, or facilities without the prior written approval of the Director;

c) Assistant coaches at the University of Idaho are given priority when the Coach or the private enterprise selects coaches to participate;

d) The Coach complies with all NCAA, Conference, and University of Idaho rules and regulations related, directly or indirectly, to the operation of summer youth camps;

e) The Coach or the private enterprise enters into a contract with University of Idaho and Sodexho for all campus goods and services required by the camp.

f) The Coach or private enterprise pays for use of University of Idaho facilities; such rate to be set at the rate charged as if the camp were conducted by the University of Idaho.

g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.

h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--$1 million; (2) catastrophic coverage: camper and staff--$1 million maximum coverage with $100 deductible.

i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University of Idaho against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s).

j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University of Idaho while engaged in camp activities. The Coach and all other University of Idaho employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws.

In the event of termination of this Agreement, suspension, or reassignment, University of Idaho shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination,

suspension, or reassignment, and the University of Idaho shall be released from all obligations relating thereto.

3.2.10 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Nike to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning Nike products' design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Nike, or give a lecture at an event sponsored in whole or in part by Nike, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head women's soccer coach. In order to avoid entering into an agreement with a competitor of Nike, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Nike, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

ARTICLE 4

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

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Faculty Staff Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the soccer conference of which the University is a member.

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

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall provide a written detailed account of the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. Sources of such income include, but are not limited to, the following:

(a) Income from annuities;
(b) Sports camps;
(c) Housing benefits, including preferential housing arrangements;
(d) Country club memberships;
(e) Complimentary ticket sales;

(f) Television and radio programs; and

(g) Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

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

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

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

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations including but not limited to the University's Faculty-Staff Handbook, Policies and Procedures of the Regents of the University, and the University's Administrative Procedures Manual.

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

a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University 's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;

d) Ten (10) working days' absence of Coach from duty without the University ’s consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University’s judgment, reflect adversely on the University or its athletic programs;

f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach’s assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

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

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or his or her designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this

Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

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

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends 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 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 health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health

insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 The parties have 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 Termination by Coach for Convenience.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before April 1, 2017, the sum of $15,000; (b) if the Agreement is terminated between April 1, 2017 and March 31, 2018 inclusive, the sum of $10,000; (c) if the Agreement is terminated between April 1, 2018 and March 31, 2019, the sum of $5,000, (d) if the Agreement is terminated between April 1, 2019 and March 31, 2020, inclusive, there will be no buyout payment. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated

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

5.3.5. Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit, to the extent permitted by law, his right to receive all supplemental compensation and other payments unpaid as of the date Coach gives notice of termination, unless Coach's right to receive those payments has vested pursuant to the terms of this Agreement.

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

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

party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

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

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

the University:	Director of Athletics University of Idaho P.O. Box 442302 Moscow, Idaho 83844-2302
with a copy to:	President University of Idaho P.O. Box 443151 Moscow, ID 83844-3151
the Coach:	Derek Pittman Last known address on file with University's Human Resource Services

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

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

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

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

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

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

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

UNIVERSITY		COACH	
Chuck Staben President	Date	Derek Pittman	Date

Approved by the Board of Regents on the ___ day of _____, 2016.

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~~(MODEL ATHLETICS CONTRACT)~~Discussion Draft
EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between ~~(~~the University ~~(College)~~of Idaho (University), and ~~(~~Derek Pittman (Coach).

ARTICLE 1

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

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University ~~(College)~~'s athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University ~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University ~~(College)~~ other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through ~~(Depending on supplemental pay provisions used)~~ 3.2.7 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~four~~ (4) years~~,~~ commencing on April ~~—~~2016, and terminating, without further notice to Coach, on March 31, 2020, unless sooner terminated in accordance with other provisions of this Agreement.

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

ARTICLE 3

3.1 Regular Compensation.

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

a) An annual salary of $~~_____~~45,011.20 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)'s Board of (Regents or Trustees)~~ procedures. Coach will be eligible to receive University-wide changes in employee compensation approved by the Director and President;

b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees, except that in accordance with RGP II.H.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director; and

c) The opportunity to receive such employee benefits as the University ~~(College)~~'s Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion ~~and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs)~~ or wins the conference tournament and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of $2,000 during the fiscal year immediately following the 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 Coach is named Conference Coach of the Year or Conference Co-Coach of the year, and if Coach continues to be employed as University

~~(College)~~'s head ~~(Sport)~~ women's soccer coach as of the ensuing July 1st, ~~the University (College)~~Coach shall ~~pay to Coach~~receive supplemental compensation ~~in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post-season) eligibility are achieved.~~of $2,000. The University ~~(College)~~ shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3. ~~3.2.2~~ Each year the Team ~~is ranked~~finishes in the top ~~25~~50 in the ~~(national rankings of sport's division)~~ ,NCAA RPI and if Coach continues to be employed as University ~~(College)~~'s head ~~(Sport)~~ coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University ~~(College)~~ shall pay to Coach supplemental compensation ~~in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll.~~ of $2,000. The University ~~(College)~~ shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4. Each year the Team qualifies for play in the Big Sky Conference (BIG SKY) tournament, and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of $2,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5. Each year the Team wins a game in the NCAA tournament, and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of $1000 for each NCAA tournament win. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6. Each year the Team achieves twelve (12) wins in regular season games (excluding exhibition games), and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of $1000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7. ~~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~~If the Team's annual Academic Progress Rate ("APR") exceeds 975 and if Coach continues to be employed as University's head women's soccer coach as of the ensuing July 1st, Coach shall receive supplemental compensation ~~and the timing of the payment(s) shall be at the discretion of the 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~~of $1000. This amount shall increase to $2,000 in any year the Team's annual APR exceeds 985 and if Coach continues to be employed as University's head women's soccer coach as of the ensuing July lst. Any such supplemental compensation paid to Coach shall be accompanied with a ~~detailed~~ justification for the supplemental compensation based on the factors listed above, and such justification shall be separately reported to the Board of ~~(~~Regents ~~or Trustees)~~ as a document available to the public under the Idaho Public Records Act.

~~3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the 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~~3.2.8 The Coach shall receive the sum of ~~(amount or computation)~~ $15,000 from the University ~~(College)~~ or the University ~~(College)~~'s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). ~~Coach'~~Each year, one-half of this sum shall be paid prior to the first contest, and one-half shall be paid no later than two weeks after the last contest. Coach's right to receive the second half of such ~~a~~ payment shall vest on the date of the Team~~'~~'s last regular season or post-season competition, whichever occurs later~~. This sum shall be paid (terms or conditions of payment) .~~, provided Coach has fully participated in media programs and public appearances through that date. Coach's right to receive any such media payment under this Paragraph is expressly contingent upon the following: (1) academic achievement and behavior of Team members; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; and (3) Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University ~~(College)~~ are the property of the University ~~(College)~~. The University ~~(College)~~ shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University ~~(College)~~ in order for the Programs to be successful and agrees to provide

his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements ~~which~~that are broadcast on radio or television that conflict with those broadcast on the University ~~(College)~~'s designated media outlets.

~~3.2.6~~ ~~**(SUMMER CAMP—OPERATED BY UNIVERSITY (COLLEGE))**~~3.2.9 Coach agrees that the University ~~(College)~~ has the exclusive right to operate youth ~~(Sport)~~ soccer camps on its campus using University ~~(College)~~ facilities. The University ~~(College)~~ shall allow Coach the opportunity to earn supplemental compensation by assisting with the University ~~(College)~~'s camps in Coach's capacity as a University ~~(College)~~ employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University ~~(College)'s football~~'s youth soccer camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University ~~(College)'s summer football~~'s youth soccer camps, the University ~~(College)~~ shall pay Coach ~~(amount) per year as supplemental compensation during each year of his employment as head (Sport) coach at the University (College). This amount shall be paid (terms of payment)~~ the remaining income from the youth soccer camps, less $500, after all claims, insurance, and expenses of such camps have been paid.

~~**(SUMMER CAMP—OPERATED BY COACH)** Coach may~~Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth soccer camps for a particular period of time during the term of this Agreement, then, during such time period, Coach shall be permitted to operate ~~a summer~~ youth ~~(Sport) camp at~~soccer camps on the University ~~(College)~~'s campus and using its facilities under the following terms and conditions:
.

a) The summer youth camp operation reflects positively on the University ~~(College)~~of Idaho and the Department;

b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University ~~(College)~~of Idaho personnel, equipment, or facilities without the prior written approval of the Director;

c) Assistant coaches at the University ~~(College)~~of Idaho are given priority when the Coach or the private enterprise selects coaches to participate;

d) The Coach complies with all NCAA ~~(NAIA)~~, Conference, and University ~~(College)~~of Idaho rules and regulations related, directly or indirectly, to the operation of summer youth camps;

e) The Coach or the private enterprise enters into a contract with University ~~(College) and _____ (campus concessionaire)~~of Idaho and Sodexho for all campus goods and services required by the camp.

f) The Coach or private enterprise pays for use of University ~~(College) facilities including the _____~~of Idaho facilities; such rate to be set at the rate charged as if the camp were conducted by the University of Idaho.

g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.

h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--$1 million; (2) catastrophic coverage: camper and staff--$1 million maximum coverage with $100 deductible;.

i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University ~~(College)~~of Idaho against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s).

j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University ~~(College)~~of Idaho while engaged in camp activities. The Coach and all other University ~~(College)~~of Idaho employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private

enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws.

In the event of termination of this Agreement, suspension, or reassignment, University ~~(College)~~of Idaho shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University ~~(College)~~of Idaho shall be released from all obligations relating thereto.

~~3.2.7~~3.2.10 Coach agrees that the University ~~(College)~~ has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University ~~(College)~~. Coach recognizes that the University ~~(College)~~ is negotiating or has entered into an agreement with ~~(Company Name)~~ Nike to supply the University ~~(College)~~ with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University ~~(College)~~'s reasonable request, Coach will consult with appropriate parties concerning ~~an (Company Name) product's~~Nike products' design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~(Company Name)~~ Nike, or give a lecture at an event sponsored in whole or in part by ~~(Company Name)~~ Nike, or make other educationally-related appearances as may be reasonably requested by the University ~~(College)~~. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head ~~(Sport)~~ women's soccer coach. In order to avoid entering into an agreement with a competitor of ~~(Company Name)~~ Nike, Coach shall submit all outside consulting agreements to the University ~~(College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including ~~(Company Name)~~Nike, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

ARTICLE 4

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

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University ~~(College)~~, the University ~~(College)~~'s governing board, the conference, and the NCAA ~~(or NAIA)~~; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University ~~(College)~~'s athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University ~~(College)~~ and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University ~~(College)~~'s Faculty Staff Handbook; (c) University ~~(College)~~'s Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA ~~(or NAIA)~~ rules and regulations; and (f) the rules and regulations of the ~~(Sport)~~ soccer conference of which the University ~~(College)~~ is a member.

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

4.3 NCAA ~~(or NAIA)~~ Rules. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the University ~~(College)'s Chief executive officer~~'s President for all athletically related income and benefits from sources outside the University ~~(College)~~ and shall ~~report~~provide a written detailed account of the source and amount of all such income and benefits to the University ~~(College)'s Chief executive officer~~'s President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University ~~(College)~~ work day preceding June 30th. The report shall be in a format reasonably satisfactory to University ~~(College)~~. Sources of such income include, but are not limited to, the following:

(a) Income from annuities;
(b) Sports camps;
(c) Housing benefits, including preferential housing arrangements;
(d) Country club memberships;
(e)Complimentary ticket sales;
(f)Television and radio programs; and
(g)Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University ~~(College)~~ booster club, University ~~(College)~~ alumni association, University ~~(College)~~ foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University ~~(College)~~, the University ~~(College)~~'s governing board, the conference, or the NCAA ~~(or NAIA)~~.

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

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

~~4.7~~4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not be unreasonably ~~be~~ withheld.

ARTICLE 5

5.1 Termination of Coach for Cause. The University ~~(College)~~ may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations including but not limited to the University's Faculty-Staff Handbook, Policies and Procedures of the Regents of the University, and the University's Administrative Procedures Manual.

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

a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University ~~(College)~~;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the University ~~(College)~~'s governing board, the conference or the NCAA ~~(NAIA)~~, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;

d) Ten (10) working days' absence of Coach from duty without the University ~~(College)~~'s consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University ~~(College)~~'s judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;

f) The failure of Coach to represent the University ~~(College)~~ and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA ~~(NAIA)~~ or the University ~~(College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the University ~~(College)~~'s governing board, the conference, or the NCAA ~~(NAIA)~~;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University.

~~(College)~~, the University ~~(College)~~'s governing board, the conference, or the NCAA ~~(NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

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

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University ~~(College)~~ as follows: before the effective date of the suspension, reassignment, or termination, the Director or his 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 ~~(College)~~ shall notify Coach whether, and if so when, the action will be effective.

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

5.1.4 If found in violation of NCAA ~~(NAIA)~~ regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA ~~(NAIA)~~ enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations. This section applies to violations occurring at the University ~~(College)~~ or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University ~~(College)~~.

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

5.2.2 In the event that University ~~(College)~~ terminates this Agreement for its own convenience, University ~~(College)~~ shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University ~~(College)~~ until the term of this Agreement ends 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 according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University ~~(College)~~ employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment~~,~~ and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 The parties have ~~both~~ been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations, and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University ~~(College),~~ which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University ~~(College)~~ and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the

damages and injury suffered by Coach because of such termination by University ~~(College)~~. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University ~~(College)~~, as liquidated damages and not a penalty, ~~the following sum: _____~~ for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before April 1, 2017, the sum of $15,000; (b) if the Agreement is terminated between April 1, 2017 and March 31, 2018 inclusive, the sum of $10,000; (c) if the Agreement is terminated between April 1, 2018 and March 31, 2019, the sum of $5,000, (d) if the Agreement is terminated between April 1, 2019 and March 31, 2020, inclusive, there will be no buyout payment. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

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

~~5.3.5~~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 unpaid as of

the date Coach gives notice of termination, unless Coach's right to receive those payments has vested pursuant to the terms of this Agreement.

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

~~5.7~~5.6 No Liability. The University ~~(College)~~ shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

~~5.8~~5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University ~~(College)~~ employees, if the University ~~(College)~~ suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University ~~(College)~~ from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, ~~IDAPA 08.01.01 et seq.,~~ and the University ~~(College)~~ Faculty-Staff Handbook.

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

the University ~~(College)~~: Director of Athletics
University of Idaho
P.O. Box 442302
Moscow, Idaho 83844-2302

with a copy to: ~~Chief executive officer~~President
University of Idaho
P.O. Box 443151
Moscow, ID 83844-3151

the Coach: Derek Pittman
Last known address on file with
University ~~(College)~~'s Human Resource Services

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

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

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

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

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

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

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

UNIVERSITY ~~(COLLEGE)~~ COACH

_____ _____

~~, Chief executive officer~~Chuck Staben Date Derek Pittman Date
President

Approved by the Board of ~~(~~Regents ~~or Trustees)~~ on the ____ day of _____, ~~2010.~~2016.

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Coach Pittman Accomplishment Summary

1. Big Sky Champions 2015
2. First undefeated team in Big Sky Soccer history (2015
3. Coach of the Year (2015)
4. 988 single year APR
5. 986 multi-year APR

Women's Soccer – APR Summary

Year	MYR	SYR	Percentile in Sport
2010-11	971	976	20th-30th
2011-12	976	988	30th-40th
2012-13	982	989	40th-50th
2013-14	983	978	Unknown
2014-15	986	988	Unknown till June

ATTACHMENT 6

School	Coach name	Sent PRR?	Salary	Liquidated Damages Clause?
Eastern Washington	Chad Bodnar	Y	53,000	Y University—3 months' salary Coach—none
Idaho	Derek Pittman	N/A	45,011.20	Y University—salary for term of K, or until coach gets new job Coach—leaves 1st year, 15k, 2nd ,10k, 3rd 5k
Idaho State	Allison Gibson	Y	65,894.40	Y University—salary for term of K, or until coach gets new job Coach—leaves before 17, 25k, between 17-18, 20k, between 18 and end of 18 season, 10k
Montana	Mark Plakorus	Y	65,314 Car Stipend of 4,800	No liquidated damages clauses
Northern Arizona	Andre Luciano	Y	74,263	Y University—pay amount remaining on salary—not reduced if Coach finds other employment Coach—Prior to contract completion, 20k, but only if he quits to accept another job as coach—also has covenant not to compete as Big Sky Coach if he terminates early
Northern Colorado	Tim Barrera	Y (Faxed)		
North Dakota	Matt Kellogg	Y	60,683	Y University—no liquidated damages clause Coach—Leaves before K term penalty of 6 months salary
Portland State	Laura Schott	Y	59,004 (year 1-2) 61752 (year 3-5)	Y University—if during year 1—pay salary for 36 months, if between year 1-2—pay salary for 24 months, if between year 2-3—pay salary for 12 months, if between year 3-end of term, pay salary for 3 months If coach gets better job, university pays nothing, if coach gets lesser job, university pays difference between Coach's actual salary and salary coach would have received at PSU Coach—leaves before June 30, 2018, 10k
Sacramento State	Randy Dedini	N (they charge)	63,900	
Southern Utah	Becky Hogan	Y	52,000	No Liquidated Damage Clauses
Weber State	Mike Manning	Y	65,531	Y University—120k during 1st year, 100k during second, 65 k during third Coach—10k, no timing/notice differential

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SUBJECT

Chief Executive Officer Compensation

REFERENCE

May 2015	The Idaho State Board of Education (Board) completed performance evaluations and approved salaries for the chief executive officers of Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and Eastern Idaho Technical College.
June 2015	Board amended contracts for the presidents, extending the contract terms for one (1) additional year, incorporating the salaries approved at the May 2015 Board meeting.

APPLICABLE STATUTES, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.E.2.c.

BACKGROUND/DISCUSSION

In the process of reviewing compensation for the institution executives, the Board determined that the current annual salary level ($183,051.44) for the president of Lewis-Clark State College (LCSC) significantly lags behind the median of base salaries for that institution's Board-approved peers (less than 80% of the median and average of counterpart salaries at the peer institutions, excluding LCSC's three aspirational peers). This negative gap for the LCSC president significantly exceeds the comparable differences between the salaries of each of the three university presidents and their respective peers. Phased equity adjustments are appropriate to bring the LCSC chief executive position closer to the median of LCSC's peers and to ensure that the Board can fairly compensate and retain an outstanding officer in this position.

IMPACT

An increase of $29,725.66 to the annual salary for LCSC's president will result in a salary level no higher than 90% of the median salary for chief executives at LCSC's thirteen Board-approved peer institutions, and will represent a substantial step in improving compensation equity for the chief executive officers at Idaho institutions.

BOARD ACTION

I move to amend the current employment contract for Dr. Tony Fernández as President of Lewis-Clark State College to include an annual salary in the amount of $212,777.10, effective April 14, 2016.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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TAB	DESCRIPTION	ACTION
1	**AMENDMENT TO BOARD POLICY** Section V.X. – Intercollegiate Athletics – First Reading	Motion to approve
2	**AMENDMENT TO BOARD POLICY** Section V.R. – Establishment of Fees – Second Reading	Motion to approve
3	**INTERCOLLEGIATE ATHLETICS** FY2015 Gender Equity Reports	Motion to approve
4	**FY2017 APPROPRIATIONS**	Motion to approve
5	**FY2018 BUDGET GUIDELINES**	Motion to approve
6	**BOISE STATE UNIVERSITY** Facility Lease – Bronco Shop	Motion to approve
7	**BOISE STATE UNIVERSITY** Issuance of General Refunding Bonds	Motion to approve
8	**BOISE STATE UNIVERSITY** Professional Fee Request	Motion to approve
9	**UNIVERSITY OF IDAHO** Multi-Year Contract - United Healthcare Student Resources	Motion to approve
10	**FY2017 OPPORTUNITY SCHOLARSHIP EDUCATIONAL COSTS**	Motion to approve

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SUBJECT

Idaho State Board of Education (Board) Policy V.X. – Intercollegiate Athletics – first reading

REFERENCE

August 2014	Board approved second reading of amendments setting athletic limits through formula rather than Board approval.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.X.

BACKGROUND/DISCUSSION

The proposed amendment to Board Policy V.X. responds to requests from the Board, Athletic Committee, chief executive officers, and athletic directors to consider policy updates that might reduce duplication of effort in current athletics-related reports, improve the visibility of athletic operations and financial performance as relative share of overall institutional operations, simplify/clarify athletic policies and procedures, and delegate, where appropriate, additional authority and discretion to chief executives for the day-to-day operation of athletic programs while preserving Board oversight and overall authority.

Board policy V.X.4.c requires each institution to prepare a gender equity report for Board approval which shows the status of its compliance to Title IX under 1) Accommodations of Interests and 2) Financial Aid. The proposed amendment would replace the current, highly detailed report (see Attachment 2, page 9), which is derived from reports submitted to federal authorities and athletic associations, with reader-friendly executive summaries, with links to the actual reports prepared for and submitted to external authorities.

Board policy V.X.5.a requires reporting actual revenues and expenditures for the prior completed year, estimated current year, and proposed operating budget for the next fiscal year. This budget is approved by the Board at the June meeting. See Attachment 3, Page 10. Board policy V.X.5.b requires reporting actual revenues and expenditures for the prior four fiscal years and estimated revenues and expenditures for the current fiscal year which are provided at the February meeting. See Attachment 4, Page 11. The proposed amendment simplifies the current reports, combines elements, where practical, and refers directly to the actual supports required by the NCAA (using the NCAA format for all four institutions).

IMPACT

The proposed changes will eliminate the current duplicative reports and formats for gender equity, operating budget, and revenue and expenditures and provide the Board with the current NCAA reports for revenues/expenses and Title IX. This would eliminate duplication of time and effort while providing visibility of actual Title

IX reports. The Board would no longer approve a separate athletics budget in June, but would monitor athletic expenditures through the NCAA actuals report. See Attachment 5, Page 12 and Attachment 6, Page 13.

In furthering the goal to reduce the number of additional reports, the current gender equity report could be replaced by the annual Title IX Equity in Athletics Disclosure Act (EADA) report. The complete, detailed EADA report would be made available to the Board along with an executive summary in the Board agenda (see Attachment 7, page 14). This would eliminate the five year projections and specific calculations of compliance to the Accommodations and Financial Aid requirements.

Attachment 1 includes revisions to Board Policy V.X. which incorporate the concepts discussed above.

ATTACHMENTS

Attachment 1: Board policy V.X. – First Reading Page 3
Attachment 2: Sample gender equity report Page 9
Attachment 3: Sample operating budget report Page 10
Attachment 4: Sample revenues and expenditures report Page 11
Attachment 5: Sample NCAA revenue/expense report Page 12
Attachment 6: Detail of Direct Institutional Support Page 13
Attachment 7: Sample NCAA Title IX report Page 14

STAFF COMMENTS AND RECOMMENDATIONS

The proposed amendments would reduce the time and effort required for athletic oversight by institutions and the Board, delegate appropriate authority for conducting detailed athletic operations to the chief executive officers, and enhance the ability of the Board to monitor and provide direction for athletic policies and operations. Staff recommends approval.

BOARD ACTION

I move to approve the first reading of proposed amendments to Board policy Section V.X., Intercollegiate Athletics, as presented in Attachment 1.

Moved by_____ Seconded by_____ Carried Yes____ No____

1. Philosophy

The Board reaffirms the role of intercollegiate athletics as a legitimate and significant component of institutional activity. The responsibility for and control of institutional activities in this area rest with the Board.

In the area of intercollegiate athletics, the Board seeks to establish programs which:

a. Provide opportunities for student athletes to attend college and participate in athletic programs while pursuing and completing academic degrees;

b. Reflect accurately the priorities and academic character of its institutions;

c. Fuel school spirit and community involvement;

d. Serve the needs of the institutions as they seek, through their athletic programs, to establish fruitful and sustaining relationships with their constituencies throughout the state and nation; and

e. Actively and strategically progress toward compliance with Title IX of the Higher Education Amendments Act of 1972.

Given these goals, the Board has a continuing interest in the academic success of student athletes, the scope and level of competition, and the cost of athletic programs administered by its institutions. Consequently, the Board will, from time to time in the context of this policy statement, promulgate, as necessary, policies governing the conduct of athletic programs at its institutions.

2. Policies

The day-to-day conduct of athletic programs is vested in the institutions and in their chief executive officers. Decision making at the institutional level must be consistent with the policies established by the Board and by those national organizations and conferences with which the institutions are associated. In the event that conflicts arise among the policies of these governance groups, it is the responsibility of the institution's chief executive officer to notify the Board in a timely manner. Likewise, any knowledge of NCAA or conference rule infractions involving an institution should be communicated by the athletic department to the chief executive officer of the institution.

The Board recognizes that the financing of intercollegiate athletics, while controlled at the institutional level, is ultimately the responsibility of the Board itself. In assuming that responsibility, the sources of funds for intercollegiate athletics shall be defined in the following categories:

a. State General Funds – means state General Funds (as defined in section 67-1205, Idaho Code) appropriated to the institutions.

b. Student Athletic Fee Revenue – means revenue generated from the full-time and part-time student activity fee that is dedicated to the intercollegiate athletics program pursuant to policy V.R.3.b.ii.

c. Program Funds – means revenue generated directly related to the athletic programs, including but not limited to ticket sales/event revenue, tournament/ bowl/conference receipts, media/broadcast receipts, concessions/parking/ advertisement, game guarantees and foundation/booster donations.

d. Institutional Funds – means any funds generated by the institution outside the funds listed in a., b. and c. above. Institutional Funds do not include tuition and fee revenue collected under policy V.R.3. Examples of Institutional Funds include, but are not limited to, auxiliaries, investment income, interest income, vending, indirect cost recovery funds on federal grants and contracts, and administrative overhead charged to revenue-generating accounts across campus.

3. Funds allocated and used by athletics from the above sources are limited as follows:

a. State General Funds –

i. The limit for State General Funds shall be allocated in two categories: General Funds used for athletics and General Funds used to comply with Title IX.

ii. The Board set the following FY 2013 General Fund limits:

1) General Funds for Athletics:

a) Universities	$2,424,400
b) Lewis-Clark State College	$ 901,300

2) General Funds for Gender Equity:

a) Boise State University	$1,069,372
b) Idaho State University	$ 707,700
c) University of Idaho	$ 926,660
d) Lewis-Clark State College	$ 0

iii. The methodology for computing the limits for both categories of State General Funds shall be to calculate the rate of change for the next fiscal year ongoing State General Funds compared to the ongoing State General Funds in the current fiscal year, and then apply the rate of change to both limits approved by the Board in the previous year.

b. Institutional funds –
   i. The Board set the following FY 2013 limits:

1)	Boise State University	$386,100
2)	Idaho State University	$540,400
3)	University of Idaho	$772,100
4)	Lewis-Clark State College	$154,300

   ii. The methodology for computing the limits for Institutional Funds shall be to calculate the rate of change for the next fiscal year ongoing Appropriated Funds compared to the ongoing Appropriated Funds in the current fiscal year, and then apply the rate of change to the limit approved by the Board in the previous year. For purposes of this paragraph, "Appropriated Funds" means all funds appropriated by the Legislature to the institutions, including but not limited to, State General Funds, endowment funds, and appropriated tuition and fees.

c. Student ~~Activity~~ Athletic Fee Revenue – shall not exceed revenue generated from student activity fee dedicated for the athletic program. Institutions may increase the student fee for the athletic program at a rate not more than the rate of change of the total student activity fees.

d. Program funds – the institutions can use the program funds generated, without restriction.

The president of each institution is accountable for balancing the budget of the athletic department on an annual basis. In accounting for the athletic programs, a fund balance for the total athletic program must be maintained. In the event that revenue within a fiscal year exceeds expenses, the surplus would increase the fund balance and would be available for future fiscal years. In the event that expenses within a fiscal year exceeds revenue, the deficit would reduce the fund balance. If the fund balance becomes negative, the institutions shall submit a plan for Board approval that eliminates the deficit within two fiscal years. Reduction in program expenditures and/or increase revenue (program funds only) can be used in an institutional plan to eliminate a negative fund balance. If substantial changes in the budget occur during the year resulting in a deficit for that year, the president shall advise the Board of the situation at the earliest opportunity.

Donations to athletics at an institution must be made and reported according to policy V.E. The amount of booster money donated to and used by the athletic department shall be budgeted in the athletic department budget.

It is the intent of the Board that increases in program revenues should be maximized before increases to the athletic limits under subsection 3 will be considered.

4. Gender Equity

   a. Gender equity means compliance with Title IX of the Higher Education Amendments Act of 1972 which prohibits discrimination on the basis of gender in any education program or activity receiving federal financial assistance, including athletics. Congress delegated authority to promulgate regulations (34 C.F.R. §106.41) for determining whether an athletics program complies with Title IX. The U.S. Department of Education, through its Office of Civil Rights (OCR) is responsible for enforcing Title IX.

   b. Title IX measures gender equity in athletics in three distinct areas: participation, scholarships, and equivalence in other athletics benefits and opportunities.

   c. The chief executive officer of each institution shall prepare a gender equity ~~report~~ narrative for review ~~and formal approval~~ by the Board in a format and time to be determined by the Executive Director. ~~The gender equity report will show the status of an institution's compliance with Title IX. The gender equity report will show the changes to the athletics programs necessary to comply with Title IX over time.~~An institution will provide the Board with report(s) required by the institution's federal regulatory body regarding compliance to Title IX in its athletics programs and any summaries of such reports.

5. Financial Reporting.

   The Board requires that the institutions adopt certain reporting requirements and common accounting practices in the area of intercollegiate athletic financing. ~~The athletic reports shall contain revenues, and expenditures, in the detail prescribed by the Board office, including all revenue earned during a fiscal year~~. ~~A secondary breakdown of expenditures by sport and the number of participants will also be required. The fund balances as of June 30 shall be included in the report. The general format of the report will be consistent with the format established by the Executive Director.~~ The ~~revenue and expenditures reported on these reports must reconcile to the~~ NCAA Agreed Upon Procedures Reports that are prepared annually and reviewed by the external auditors for each university will be provided to the Board and will also serve as a reporting template for a similar annual report for Lewis-Clark State College. ~~The institutions will submit the following reports to the Board:~~

   ~~a. The institutions shall submit an operating budget for the upcoming fiscal year beginning July 1 in a format and time to be determined by the Executive Director.~~

   ~~i. Actual revenues and expenditures for the fiscal year most recently completed.~~

   ~~ii. Estimated revenues and expenditures for the current fiscal year.~~

   ~~iii. Proposed operating budget for the next budget year beginning July 1.~~

~~b. The following fiscal year's financial information will be reported by each institution in a format and time to be determined by the Executive Director:~~

~~i. Actual revenues and expenditures for the prior four (4) fiscal years~~

~~ii.~~i. ~~Estimated revenues and expenditures for the current fiscal year.~~

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Intercollegiate Athletics - Gender Equity
Name of Institution

ATTACHMENT 2

					Estimates			
			FY13 ACT	FY14 PROJ	FY15	FY16	FY17	FY18
1	**TITLE IX COMPLIANCE: Accommodation of student interests and abilities**							
2	**Compliance can be met by meeting 1 of 3 prongs: 1) Participation, or 2) Showing history of program expansion, or 3) accommodating interests of underrepresented gender**							
3	**Prong 1: Participation**							
4	FT Students: NOTE A	Male	5,851	5,981	6,101	6,223	6,347	6,474
5	(undergraduate student body)	Female	6,309	6,263	6,388	6,516	6,646	6,779
6	%:	Male	48.12%	48.85%	48.85%	48.85%	48.85%	48.85%
7		Female	51.88%	51.15%	51.15%	51.15%	51.15%	51.15%
8	Athletic Participants: NOTE B	Male	272	277	283	288	291	294
9	Title IX Definition of Participant	Female	307	294	303	304	304	304
10	%:	Male	46.98%	48.51%	48.29%	48.65%	48.91%	49.16%
11		Female	53.02%	51.49%	51.71%	51.35%	51.09%	50.84%
12	Variance between FT and Athletics: NOTE C		-1.14%	-0.34%	-0.56%	-0.20%	0.06%	0.31%
13	Number of Sports Teams at Institution by Gender:	Male	8	8	8	8	8	8
14		Female	11	11	12	12	12	12
15	Male Student Athletes Needed: NOTE D		12.71	3.76	6.39	2.33	-0.68	-3.68
16	Male Squad Size Average: NOTE E		34	35	35	36	36	37
17	Female Student Athletes Needed: NOTE D		-13.71	-3.94	-6.69	-2.44	0.71	3.85
18	Female Squad Size Average: NOTE E		28	27	25	25	25	25
19	**TITLE IX COMPLIANCE: Athletic Financial Aid**							
20	Financial Aid Participants: NOTE F	Male	225	226	227	227	227	227
21	Current (unduplicated)	Female	210	214	206	206	206	206
22	New Sports (unduplicated)	Female	0	0	8	8	8	8
23	Subtotal Female Participants	Female	210	214	214	214	214	214
24	%:	Male	51.72%	51.36%	51.47%	51.47%	51.47%	51.47%
25		Female	48.28%	48.64%	48.53%	48.53%	48.53%	48.53%
26	Athletic Financial Aid Totals: NOTE G	Male	$ 2,819,534	$ 2,867,466	$ 2,916,213	$ 2,965,789	$ 3,016,207	$ 3,067,482
27	Current	Female	$ 2,461,802	$ 2,503,653	$ 2,546,215	$ 2,589,501	$ 2,633,522	$ 2,678,292
28	New Sports	Female	$ -	$ -	$ 100,000	$ 100,000	$ 100,000	$ 100,000
29	Subtotal Female	Female	$ 2,461,802	$ 2,503,653	$ 2,646,215	$ 2,689,501	$ 2,733,522	$ 2,778,292
30	%:	Male	53.39%	53.39%	52.43%	52.44%	52.46%	52.47%
31		Female	46.61%	46.61%	47.57%	47.56%	47.54%	47.53%
32	Variance between Financial Aid & Undup Participants: NOTE H		-1.66%	-2.02%	-0.95%	-0.97%	-0.98%	-1.00%
33	**PARTICIPANTS BY SPORT:**							
34	Men's Programs: NOTE I							
35	Football		108	106	108	110	110	110
36	Basketball		16	14	16	16	16	16
37	Indoor Track		43	47	47	48	49	50
38	Outdoor Track		44	44	47	48	49	50
39	Cross Country		14	13	14	15	16	17
40	Tennis		10	**11**	**10**	**10**	**10**	10
41	Wrestling		28	34	32	32	32	32
42	Golf		9	8	9	9	9	9
43	Total Male Participants		272	277	283	288	291	294
44	Women's Programs:							
45	Basketball		14	16	14	15	15	15
46	Volleyball		18	15	16	16	16	16
47	Sand Volleyball				16	16	16	16
48	Gymnastics		16	15	14	14	14	14
49	Swimming and Diving		27	25	26	26	26	26
50	Skiing							
51	Soccer		31	35	28	28	28	28
52	Golf		8	9	9	9	9	9
53	Tennis		8	11	10	10	10	10
54	Indoor Track		66	60	60	60	60	60
55	Outdoor Track		64	58	60	60	60	60
56	Cross Country		35	30	30	30	30	30
57	Softball		20	20	20	20	20	20
58	Total Female Participants		307	294	303	304	304	304
59	**Total Participants**		579	571	586	592	595	598
60	**SPORTS COSTS**							
61	Current Direct Costs of Women's Sports, including financial aid		4,878,151	5,050,217	5,219,227	5,419,227	5,619,227	5,819,227
62	Direct Costs of New Women's Sports, including financial aid		0	0	600,000	600,000	600,000	600,000
63	Total Direct Costs for Women's Sports		4,878,151	5,050,217	5,819,227	6,019,227	6,219,227	6,419,227
64	Gender Equity Limit (FY13-14 Approved, FY15 Formual, FY16-18 static)		976,872	976,872	1,109,700	1,109,700	1,109,700	1,109,700
65	Institution request for increase in gender equity limit					100,000	100,000	100,000
66	Percentage of Gender Equity Limit to Total Direct Costs for Women's Sports		20.0%	19.3%	19.1%	18.4%	17.8%	17.3%

College or University
Intercollegiate Athletics Report
FY14 Actuals, Revised Estimates for FY15, and FY16 Operating Budgets

		(1)	(2)	(3)	(4)	(5) (3-1)	(6) (5/1)	(7)	(8)	(9) (7-3)	(10) (9/3)
		FY14 Act	%	FY15 Est as of 5/14	%	Variance 15 Est/14 Act	Variance %	FY16 Orig Oper Bdgt	%	Variance 16 Bud/15 Est	Variance %
1	**Revenue:**										
2	**Program Revenue:**										
3	Ticket Sales	8,564,574	18.98%	7,715,396	17.17%	(849,178)	-9.92%	7,027,413	16.16%	(687,983)	-8.92%
4	Guarantees	667,000	1.48%	1,550,000	3.45%	883,000	132.38%	505,000	1.16%	(1,045,000)	-67.42%
5	Contributions	11,050,335	24.48%	5,981,385	13.31%	(5,068,950)	-45.87%	10,982,071	25.25%	5,000,686	83.60%
6	NCAA/Conference/Tournaments	4,725,927	10.47%	6,273,355	13.96%	1,547,428	32.74%	5,855,456	13.46%	(417,899)	-6.66%
7	TV/Radio/Internet Rights	1,691	0.00%	10,000	0.02%	8,309	491.37%	0	0.00%	(10,000)	-100.00%
8	Program/Novelty Sales, Concessionns, Parking	1,052,770	2.33%	858,383	1.91%	(194,387)	-18.46%	862,937	1.98%	4,554	0.53%
9	Royalty, Advertisement, Sponsorship	4,677,489	10.36%	4,474,681	9.96%	(202,808)	-4.34%	4,172,021	9.59%	(302,660)	-6.76%
10	Endowment/Investment Income	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
11	Other	2,581,945	5.72%	1,558,113	3.47%	(1,023,832)	-39.65%	1,328,113	3.05%	(230,000)	-14.76%
12	Total Program Revenue	33,321,731	73.83%	28,421,313	63.23%	(4,900,418)	-14.71%	30,733,011	70.67%	2,311,698	8.13%
13	**Non-Program Revenue:**										
14	NCAA/Bowl/World Series	37,401	0.08%	4,029,750	8.97%	3,992,349	10674.44%	29,750	0.07%	(4,000,000)	-99.26%
15	Student Fees	3,416,104	7.57%	3,469,844	7.72%	53,740	1.57%	3,464,390	7.97%	(5,454)	-0.16%
16	Direct State General Funds	2,515,800	5.57%	2,671,900	5.94%	156,100	6.20%	2,669,634	6.14%	(2,266)	-0.08%
17	Gender Equity - General Funds	1,109,700	2.46%	1,178,600	2.62%	68,900	6.21%	1,178,600	2.71%	0	0.00%
18	Direct Institutional Support	406,400	0.90%	430,200	0.96%	23,800	5.86%	430,200	0.99%	0	0.00%
19	Subtotal State/Institutional Support	4,031,900	8.93%	4,280,700	9.52%	248,800	6.17%	4,278,434	9.84%	(2,266)	-0.05%
20	Total Non-Program Revenue	7,485,405	16.58%	11,780,294	26.21%	4,294,889	57.38%	7,772,574	17.87%	(4,007,720)	-34.02%
21	Subtotal Operating Revenue	40,807,136	90.41%	40,201,607	89.44%	(605,529)	-1.48%	38,505,585	88.55%	(1,696,022)	-4.22%
22	**Non-Cash Revenue**										
23	Third Party Support		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
24	Indirect Institutional Support	1,974,714	4.38%	2,269,470	5.05%	294,756	14.93%	2,373,275	5.46%	103,805	4.57%
25	Non-Cash Revenue		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
26	Out-of-State Tuition Revenue	2,351,983	5.21%	2,476,638	5.51%	124,655	5.30%	2,607,900	6.00%	131,262	5.30%
27	Subtotal Non-Cash Revenue	4,326,697	9.59%	4,746,108	10.56%	419,411	9.69%	4,981,175	11.45%	235,067	4.95%
28	**Total Revenue:**	45,133,833	100.00%	44,947,715	100.00%	(186,118)	-0.41%	43,486,760	100.00%	(1,460,955)	-3.25%
29											
30	**Expenditures**										
31	**Operating Expenditures:**										
32	Athletics Student Aid	4,574,395	10.14%	5,191,955	11.55%	617,560	13.50%	5,878,533	13.52%	686,578	13.22%
33	Guarantees	770,946	1.71%	662,000	1.47%	(108,946)	-14.13%	962,000	2.21%	300,000	45.32%
34	Coaching Salary/Benefits	9,551,342	21.17%	8,831,783	19.65%	(719,559)	-7.53%	9,360,286	21.53%	528,503	5.98%
35	Admin Staff Salary/Benefits	5,043,009	11.18%	5,806,208	12.92%	763,199	15.13%	5,730,218	13.18%	(75,990)	-1.31%
36	Severence Payments		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
37	Recruiting	588,969	1.31%	437,980	0.97%	(150,989)	-25.64%	432,092	0.99%	(5,888)	-1.34%
38	Team Travel	2,242,217	4.97%	2,570,327	5.72%	328,110	14.63%	2,537,579	5.84%	(32,748)	-1.27%
39	Equipment, Uniforms and Supplies	1,732,599	3.84%	1,489,811	3.32%	(242,788)	-14.01%	1,260,756	2.90%	(229,055)	-15.37%
40	Game Expenses	1,685,148	3.73%	1,398,487	3.11%	(286,661)	-17.01%	1,140,150	2.62%	(258,337)	-18.47%
41	Fund Raising, Marketing, Promotion	335,124	0.74%	237,912	0.53%	(97,212)	-29.01%	224,961	0.52%	(12,951)	-5.44%
42	Direct Facilities/Maint/Rentals	5,383,629	11.93%	2,188,553	4.87%	(3,195,076)	-59.35%	1,781,010	4.10%	(407,543)	-18.62%
43	Debt Service on Facilities	4,305,383	9.54%	5,599,888	12.46%	1,294,505	30.07%	5,602,088	12.88%	2,200	0.04%
44	Spirit Groups	175,748	0.39%	155,860	0.35%	(19,888)	-11.32%	146,999	0.34%	(8,861)	-5.69%
45	Medical Expenses & Insurance	750,743	1.66%	1,190,672	2.65%	439,929	58.60%	1,196,057	2.75%	5,385	0.45%
46	Memberships & Dues	666,757	1.48%	758,056	1.69%	91,299	13.69%	700,803	1.61%	(57,253)	-7.55%
47	NCAA/Special Event/Bowls	(32,683)	-0.07%	2,342,175	5.21%	2,374,858	-7266.34%	15,750	0.04%	(2,326,425)	-99.33%
48	Other Operating Expenses	3,025,077	6.70%	1,331,534	2.96%	(1,693,543)	-55.98%	1,527,644	3.51%	196,110	14.73%
49	Subtotal Operating Expenditures	40,798,403	90.41%	40,193,201	89.44%	(605,202)	-1.48%	38,496,926	88.54%	(1,696,275)	-4.22%
50	**Non-Cash Expenditures**										
51	3rd Party Coaches Compensation		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
52	3rd Party Admin Staff Compensation		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
53	Indirect Facilities & Admin Support	1,974,714	4.38%	2,269,470	5.05%	294,756	14.93%	2,373,275	5.46%	103,805	4.57%
54	Non-Cash Expense		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
55	Out-of-State Tuition Expense	2,351,983	5.21%	2,476,638	5.51%	124,655	5.30%	2,607,900	6.00%	131,262	5.30%
56	Subtotal Non-Cash Expenditures	4,326,697	9.59%	4,746,108	10.56%	419,411	9.69%	4,981,175	11.46%	235,067	4.95%
57	**Total Expenditures:**	45,125,100	100.00%	44,939,309	100.00%	(185,791)	-0.41%	43,478,101	100.00%	(1,461,208)	-3.25%

College & Universities
Intercollegiate Athletics Report
Summary of Revenue and Expenditures
College or University

ATTACHMENT 4

	Revenues/Expend/Fund Balance	FY11 Act	FY12 Act	FY13 Act	FY14 Act	FY15 Act	FY16 Est	1 YR % Chg	Ave Ann % Chg
1	**Revenue:**								
2	**Program Revenue:**								
3	Ticket Sales	222,452	326,481	239,520	243,761	306,826	274,475	-10.5%	4.3%
4	Game Guarantees	1,179,000	1,099,500	1,372,700	1,256,000	1,135,500	1,367,500	20.4%	3.0%
5	Contributions	379,301	359,422	406,803	434,592	278,228	492,951	77.2%	5.4%
6	NCAA/Conference/Tournaments	606,968	664,303	601,037	590,406	683,380	612,053	-10.4%	0.2%
7	TV/Radio/Internet Rights	4,782	9,199	13,923	9,293	14,090	4,000	-71.6%	-3.5%
8	Program/Novelty Sales,								
9	Concessions, Parking	17,000	17,000	17,000	17,000	17,000	17,000	0.0%	0.0%
10	Royalty, Advertisement, Sponsorship	499,071	767,784	410,155	538,712	489,341	500,000	2.2%	0.0%
11	Endowment/Investment Income	30,650	23,140	17,851	18,314	18,996	20,024	5.4%	-8.2%
12	Other	63,821	643,142	228,407	814,504	268,758	170,535	-36.5%	21.7%
13	Total Program Revenue	3,003,045	3,909,971	3,307,396	3,922,582	3,212,119	3,458,538	7.7%	2.9%
14	**Non-Program Revenue:**								
15	NCAA/Bowl/World Series	3,240	36,458	11,670	18,130	0	0	#DIV/0!	-100.0%
16	Student Activity Fees	2,149,637	2,160,685	2,096,674	2,019,527	2,032,777	1,974,760	-2.9%	-1.7%
17	General Education Funds	2,214,700	2,214,700	2,424,400	2,515,800	2,671,900	2,752,200	3.0%	4.4%
18	GenEd Funds for Gender Eq.	721,500	646,500	707,700	734,400	780,000	803,500	3.0%	2.2%
19	Institutional Funds	424,628	485,100	516,700	568,900	852,200	879,700	3.2%	15.7%
20	Subtotal State/Inst. Support	3,360,828	3,346,300	3,648,800	3,819,100	4,304,100	4,435,400	3.1%	5.7%
21	Total Non-Program Revenue	5,513,705	5,543,443	5,757,144	5,856,757	6,336,877	6,410,160	1.2%	3.1%
22	Subtotal Operating Revenue	8,516,750	9,453,414	9,064,540	9,779,339	9,548,996	9,868,698	3.3%	3.0%
23	**Non-Cash Revenue**								
24	Third Party Support	41,271	37,389	26,863	74,500	60,000	70,000	16.7%	11.1%
25	Indirect Institutional Support	0	0	0	0	300,000	300,000		
26	Non-Cash Revenue	605,374	573,359	605,521	542,696	520,299	600,000	15.3%	-0.2%
27	Non-Resident Tuition Waivers	1,444,723	1,393,045	1,604,010	1,613,326	1,579,246	1,640,334	3.9%	2.6%
28	Subtotal Non-Cash Revenue	2,091,368	2,003,793	2,236,394	2,230,522	2,459,545	2,610,334	6.1%	4.5%
29	**Total Revenue:**	10,608,118	11,457,207	11,300,934	12,009,861	12,008,541	12,479,032	3.9%	3.3%
30									
31	**Expenditures**								
32	**Operating Expenditures:**								
33	Athletics Student Aid	1,902,615	2,130,563	2,374,523	2,381,821	2,485,836	2,418,211	-2.7%	4.9%
34	Guarantees	59,406	61,257	50,187	96,520	113,519	126,000	11.0%	16.2%
35	Coaching Salary/Benefits	1,939,811	1,738,519	1,919,248	1,988,401	2,077,182	2,260,842	8.8%	3.1%
36	Admin Staff Salary/Benefits	1,462,165	1,392,011	1,359,902	1,366,454	1,398,248	1,492,659	6.8%	0.4%
37	Severance Payments	0	0	0	0	0	0		
38	Recruiting	194,743	204,478	190,156	197,269	216,125	230,000	6.4%	3.4%
39	Team Travel	872,386	941,467	1,140,313	979,415	970,845	980,000	0.9%	2.4%
40	Equipment, Uniforms and Supplies	311,693	326,594	308,236	307,809	370,269	405,000	9.4%	5.4%
41	Game Expenses	243,692	262,426	304,579	323,967	342,465	358,000	4.5%	8.0%
42	Fund Raising, Marketing, Promotion	168,456	130,733	108,336	166,561	196,093	198,000	1.0%	3.3%
43	Direct Facilities/Maint/Rentals	256,817	1,196,670	243,210	1,107,727	360,605	305,000	-15.4%	3.5%
44	Debt Service on Facilities	0	0	0	0	0	0		
45	Spirit Groups	57,628	0	0	0	0	0		-100.0%
46	Medical Expenses & Insurance	307,664	268,988	271,586	275,125	280,892	305,000	8.6%	-0.2%
47	Memberships & Dues	44,648	47,926	41,271	38,282	43,612	48,000	10.1%	1.5%
48	NCAA/Special Event/Bowls	3,240	30,314	23,789	15,735	0	0	#DIV/0!	-100.0%
49	Other Operating Expenses	635,043	724,547	628,896	528,959	658,191	741,986	12.7%	3.2%
50	Subtotal Operating Expenditures	8,460,007	9,456,493	8,964,232	9,774,045	9,513,882	9,868,698	3.7%	3.1%
51	**Non-Cash Expenditures**								
52	3rd Party Coaches Compensation	37,282	33,520	19,150	56,100	50,100	55,000	9.8%	8.1%
53	3rd Party Admin Staff Compensation	3,989	3,869	7,713	18,400	9,900	15,000	51.5%	30.3%
54	Indirect Facilities & Admin Support	0	0			300,000	300,000		
55	Non-Cash Expense	605,374	573,359	605,521	542,696	520,299	600,000	15.3%	-0.2%
56	Non-Resident Tuition Waivers	1,444,723	1,393,045	1,604,010	1,613,326	1,579,246	1,640,334	3.9%	2.6%
57	Subtotal Non-Cash Expenditures	2,091,368	2,003,793	2,236,394	2,230,522	2,459,545	2,610,334	6.1%	4.5%
58	**Total Expenditures:**	10,551,375	11,460,286	11,200,626	12,004,567	11,973,427	12,479,032	4.2%	3.4%
59									
60	**Net Income/(deficit)**	56,743	(3,079)	100,308	5,294	35,114	0	-100.0%	
61									
62	**Ending Fund Balance 6/30**	1,425,380	1,422,301	1,522,609	1,527,903	1,563,017	1,563,017	0.0%	
63									
64	**Sport Camps & Clinics**								
65	Revenue	127,179	79,570	123,696	199,935	220,043	180,000	-18.2%	7.2%
66	Coach Compensation from Camp	65,387	37,109	30,300	76,250	109,384	72,000	-34.2%	1.9%
67	Camp Expenses	76,190	54,692	63,112	116,974	112,958	108,000	-4.4%	7.2%
68	Total Expenses	141,577	91,801	93,412	193,224	222,342	180,000	-19.0%	4.9%
69	Net Income from Camps	-14,398	-12,231	30,284	6,711	-2,299	0	-100.0%	-100.0%

Preliminary Draft.....Preliminary Draft.....Preliminary Draft

University of Idaho Intercollegiate Athletics Department
NCAA Statement of Revenues and Expenses
For the Year Ended June 30, 2015 (Unaudited)

	Football	Men's Basketball	Other Men's Sports	Women's Volleyball	Women's Basketball	Other Women's Sports	Non-Program Specific	Grand Total	Comments
Operating Revenues									
01 Ticket Sales	534,199	82,791	932	5,488	8,409	932		**632,751**	
03 Student Fees							2,158,920	**2,158,920**	
04 Direct Institutional Support	1,838,597	531,268	437,055	459,523	561,462	1,653,314	2,362,618	**7,843,836**	includes OST waivers & work study
06 Indirect Institutional Support							580,721	**580,721**	all non-cash
07 Guarantees	1,680,000	50,000		4,000	51,000			**1,785,000**	
08 Contributions	1,090,402	222,234	208,086	141,234	168,057	628,830	714,328	**3,173,170**	
09 In-Kind	29,400	12,600		4,200	4,200		12,600	**63,000**	all non-cash (courtesy cars)
10 Compensation & Benefits Provided by 3rd Party	233,000	99,500	6,000	25,000	23,000	40,500	15,000	**442,000**	all non-cash
11 Media Rights	100,000	413					75,000	**175,413**	
12 NCAA Distributions	195,896	37,509	89,404	37,934	41,509	186,875	412,806	**1,001,933**	NCAA & conference budgeted together
13 Conference Distributions (Non-Media or Bowl)	530,000						0	**530,000**	NCAA & conference budgeted together
14 Program, Novelty, Parking & Concessions	17,771	2,724		397	1,202			**22,094**	
15 Royalties, Licensing, Advertising & Sponsorships	19,100	6,450					758,355	**783,905**	includes sponsorship trade/in-kind
16 Sports Camp Revenues	31,500	9,910		61,869	3,100		2,054	**108,433**	separate section in budget
17 Athletics Restricted Endowment & Investment Income	125,083	23,415	24,555	61,910	16,481	63,645	54,349	**369,438**	
18 Other Operating Revenues	12,267	697	8,250			10,098	249,039	**280,350**	
Total Operating Revenues	**6,437,214**	**1,079,510**	**774,282**	**801,555**	**878,420**	**2,584,193**	**7,395,790**	**19,950,964**	
Operating Expenditures									
20 Athletic Student Aid	2,170,389	440,703	595,612	326,915	379,414	1,521,960	280,348	**5,715,340**	includes OST waivers
21 Guarantees	195,000	11,000		12,095	2,000	397		**220,492**	
22 Coaching Salaries, Benefits & Bonuses	1,179,127	406,089	162,889	235,501	338,906	446,236		**2,768,748**	includes camp compensation
23 Coaching Salaries, Benefits & Bonuses Paid by 3rd Party	233,000	99,500	6,000	25,000	23,000	40,500		**427,000**	all non-cash
24 Support Staff/Admin Compensation Benefits & Bonuses	50,942	81,999	16,916	1,121	254	10,898	2,239,638	**2,401,768**	includes OST wages & work study
25 Support Staff/Admin Compensation Benefits & Bonuses Paid by 3rd Party							15,000	**15,000**	all non-cash
27 Recruiting	176,546	95,399	19,350	27,260	70,497	71,879		**460,930**	
28 Team Travel	1,319,158	200,157	210,412	107,425	234,936	406,160	(0)	**2,478,247**	
29 Sports Equipment, Uniforms & Supplies	235,482	36,727	60,483	23,406	28,598	109,240	207,485	**701,421**	includes Nike sponsorship promo gear
30 Game Expenses	272,199	148,615	11,654	58,905	117,353	38,043		**646,768**	includes sponsorship trade/in-kind
31 Fund Raising, Marketing & Promotion							420,498	**420,498**	includes sponsorship trade/in-kind
32 Sports Camp Expenses	46,399	3,532		42,607	1,332		1,899	**95,769**	separate section in budget
33 Spirit Groups							2,500	**2,500**	
34 Athletic Facilities, Debt Service, Leases & Rental Fees							59,051	**59,051**	
35 Direct Overhead & Administrative Expenses	3,583	1,924	645	921	1,277	2,900	43,575	**54,825**	
36 Indirect Institutional Support							580,721	**580,721**	includes sponsorship trade/in-kind
37 Medical Expenses & Insurance		279				0	418,149	**418,428**	includes sponsorship trade/in-kind
38 Memberships & Dues		2,545	1,140	345	253	5,419	147,989	**157,691**	does not include conference realignment below
39 Other Operating Expenses	474,949	161,274	43,201	45,735	76,677	136,711	684,385	**1,622,933**	includes sponsorship trade/in-kind
Total Operating Expenditures	**6,356,773**	**1,689,744**	**1,128,302**	**907,236**	**1,274,497**	**2,790,344**	**5,101,237**	**19,248,132**	
Excess (Deficiency) of Revenues Over (Under) Expenses	**80,441**	**(610,233)**	**(354,020)**	**(105,682)**	**(396,076)**	**(206,151)**	**2,294,554**	**702,832**	$77,832 net of conference realignment below
Other Reporting Items									
42 Conference Realignment Expenses							625,000	625,000	
43 Total Athletics Related Debt							440,354	440,354	
44 Total Institutional Debt							200,712,645	200,712,645	
45 Value of Athletics Dedicated Endowments							9,459,890	9,459,890	
46 Value of Institutional Endowments							238,238,847	238,238,847	

04 Direct Institutional Support	
General Education	$2,671,900
Gender Equity	1,021,300
Conference Initiation Fees	625,000
Institutional Support	860,400
OST Waivers covered centrally	2,394,006
OST Wages covered centrally	231,746
Work Study covered centrally	39,484
Total Direct Institutional Support	**$7,843,836**

University of Idaho
Equity in Athletics Disclosure Act (EADA) Report
Report on Athletic Program Participation Rates and Financial Support Data
July 1, 2014 through June 30, 2015

University Enrollment

Gender	Full-Time Undergraduates	
	Number	Percent
Male Students	4,100	54%
Female Students	3,507	46%
Totals	**7,607**	**100%**

Athletic Student Aid & Recruiting

Team Gender	Athletically Related Student Aid		Recruiting Expenses
	Amount	Percent	Amount
Men's Teams	$3,206,704	59%	$291,294
Women's Teams	2,228,288	41%	169,636
Totals for All Teams	**$5,434,992**	**100%**	**$460,930**

Athletic Participation

Varsity Teams	Number of Participants			Number Participating on a Second Team		Number Participating on a Third Team	
	Men's	Women's	Total	Men's	Women's	Men's	Women's
Basketball	14	13	27	1	1		
Football	101		101	1			
Golf	10	8	18				
Soccer		25	25				
Swimming & Diving		32	32				
Tennis	7	8	15				
Track & Field (Indoor)	38	31	69	36	31	10	13
Track & Field (Outdoor)	38	31	69	34	31	10	14
Cross Country	10	14	24	10	13	10	13
Volleyball		17	17		2		1
Total Participants	**218**	**179**	**397**	**82**	**78**	**30**	**41**
Percentage of Total	**55%**	**45%**	**100%**				
Unduplicated Count	**172**	**133**	**305**				

University of Idaho
Equity in Athletics Disclosure Act (EADA) Report

Total Revenues & Expenses

Varsity Teams	Total Revenues			Total Expenses			Revenues minus Expenses		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Basketball	$1,590,244	$1,251,497	$2,841,741	$1,590,244	$1,251,497	$2,841,741	$0	$0	$0
Football	6,204,214		6,204,214	6,123,773		6,123,773	80,441		80,441
Golf	287,609	357,865	645,474	287,609	357,865	645,474	0	0	0
Soccer		716,340	716,340		716,340	716,340		0	0
Swimming & Diving		636,982	636,982		636,982	636,982		0	0
Tennis	288,385	373,618	662,003	288,385	373,618	662,003	0	0	0
Track & Field & Cross Country	546,308	712,939	1,259,247	546,308	665,038	1,211,346	0	47,901	47,901
Volleyball		882,236	882,236		882,236	882,236		0	0
Totals for All Teams	**$8,916,760**	**$4,931,477**	**$13,848,237**	**$8,836,319**	**$4,883,576**	**$13,719,895**	**$80,441**	**$47,901**	**$128,342**
Not Allocated by Gender/Sport			5,080,006			5,130,516			(50,510)
Grand Totals for Athletics			**$18,928,243**			**$18,850,411**			**$77,832**
Totals for All Sports Except Football & Basketball	$1,122,302	$3,679,980	$4,802,282	$1,122,302	$3,632,079	$4,754,381	$0	$47,901	$47,901

Operating (Game Day) Expenses

(includes lodging, meals, transportation, uniforms, equipment, event costs & officials)

Varsity Teams	Operating (Game Day) Expenses			Number of Participants			Operating Expenses per Participant		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Basketball	$385,498	$380,887	$766,385	14	13	27	$27,536	$29,299	$28,385
Football	1,826,838		1,826,838	101		101	18,088		18,088
Golf	96,966	88,904	185,870	10	8	18	9,697	11,113	10,326
Soccer		171,467	171,467		25	25		6,859	6,859
Swimming & Diving		112,213	112,213		32	32		3,507	3,507
Tennis	88,407	77,600	166,007	7	8	15	12,630	9,700	11,067
Track & Field & Cross Country	97,176	103,260	200,436	86	76	162	1,130	1,359	1,237
Volleyball		189,736	189,736		17	17		11,161	11,161
Totals for All Teams	**$2,494,885**	**$1,124,067**	**$3,618,952**	**218**	**179**	**397**	**$11,444**	**$6,280**	**$9,116**
Totals for All Sports Except Football & Basketball	$282,549	$743,180	$1,025,729	103	166	269	$2,743	$4,477	$3,813

University of Idaho
Equity in Athletics Disclosure Act (EADA) Report

Average Coaching Salaries

Description/Explanation	Head Coaches		Assitant Coaches	
	Men's Teams	Women's Teams	Men's Teams	Women's Teams
Average Annual Institutonal Salary per Coach	$87,760	$62,773	$65,297	$30,258
Number of Head Coaches Used to Calculate Average	5	7	14	11
Average Annual Insitutional Salary per Full-Time Equivalent (FTE)	$97,511	$67,602	$70,320	$33,284
Full-Time Equivalents (FTEs) Used to Calculate Average	4.50	6.50	13.00	10.00

Counts of Head Coaches

Varsity Teams	Male Head Coaches				Female Head Coaches				Total Head Coaches
	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	
Men's Varsity Teams									
Basketball	1		1						1
Football	1		1						1
Golf	1		1						1
Tennis	1		1						1
Track & Field & Cross Country		1	1						1
Totals for Men's Teams	**4**	**1**	**5**	**0**	**0**	**0**	**0**	**0**	**5**
Women's Varsity Teams									
Basketball	1		1						1
Golf					1		1		1
Soccer	1		1						1
Swimming & Diving	1		1						1
Tennis					1		1		1
Track & Field & Cross Country		1	1						1
Volleyball					1		1		1
Totals for Women's Teams	**3**	**1**	**4**	**0**	**3**	**0**	**3**	**0**	**7**

University of Idaho
Equity in Athletics Disclosure Act (EADA) Report

Counts of Assistant Coaches

Varsity Teams	Male Assistant Coaches				Female Assistant Coaches				Total
	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	Assistant Coaches
Men's Varsity Teams									
Basketball	3		3						**3**
Football	9	4	9	4					**13**
Golf									**0**
Tennis		1		1					**1**
Track & Field & Cross Country		1	1			1	1		**2**
Totals for Men's Teams	**12**	**6**	**13**	**5**	**0**	**1**	**1**	**0**	**19**
Women's Varsity Teams									
Basketball					3	1	3	1	**4**
Golf	1		1						**1**
Soccer	1		1			1		1	**2**
Swimming & Diving	1		1		1		1		**2**
Tennis						1		1	**1**
Track & Field & Cross Country		1	1			1	1		**2**
Volleyball	2		2						**2**
Totals for Women's Teams	**5**	**1**	**6**	**0**	**4**	**4**	**5**	**3**	**14**

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SUBJECT

Board Policy V.R. – Establishment of Fees – Second Reading

REFERENCE

June 2010	Idaho State Board of Education (Board) considered first reading of a differential fee policy. Motion failed.
August 2010	Board considered first reading of a differential fee policy. Motion failed.
October 2010	Board considered first reading of a differential fee policy. Motion failed.
December 2014	Board approved second reading of amendments to Policy V.R. authorizing summer bridge program and online program fee.
December 2015	Board approved second reading of amendment to Policy V.R. authorizing in-service teacher educator fees, online program fees and established independent study fee.
February 2016	Board approved first reading of amendment to Policy V.R. which removed professional licensure as a mandatory criterion for an academic professional program to be eligible for consideration for a professional fee.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.R.

BACKGROUND/DISCUSSION

The Business Affairs and Human Resources (BAHR) Committee and Financial Vice Presidents have been considering the mechanics and possible merits of "differential" and/or "cost-based" fees for several years.

The Board approved the first reading of amendments in February 2016 that would eliminate the requirement to obtain professional licensure prior to practicing a given profession as a prerequisite for establishing a professional fee for an academic professional program. Various engineering programs might meet all other requirements associated with a professional fee, but for the current licensure mandate.

IMPACT

The proposed policy amendment would increase the flexibility of the current professional fee criteria to permit institutions to request professional fees for high cost programs. A professional fee for documented high-cost programs may be appropriate in cases where the additional revenues from a professional fee could be used to expand the pipeline (and/or increase the throughput rate) of high-demand programs leading to high paying initial salaries in cases where additional resources for a program are not available from other internal or external sources. When professional fees for a program are approved, Board policy stipulates that all course fees for the program will be eliminated. Institutions that propose new

programs for professional fees would provide documentation of the net financial impact to students within the major, netting professional fees against eliminated course fees.

ATTACHMENTS

Attachment 1 – Section V.R. – 2nd Reading Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The proposed amendment would enable institutions to respond to the BAHR Committee's invitation to forward any worthy candidates for differential/cost-based fees to the Board for consideration at the April tuition and fee setting meeting. Approval of this amendment, which expands the criteria under which professional fees may be requested, does not eliminate the Board's current prerogative to approve professional fee requests on a case-by-case basis, based on the merits of individual proposals.

Changes between the first and second reading include removing verbiage in the first reading of the amended policy, which alluded to applying professional fees when the only impact of those fees might be to establish improvement in delivered program quality. Staff recommends approval.

BOARD ACTION

I move to approve the second reading of proposed amendments to Board policy Section V.R., Establishment of Fees, as presented in Attachment 1.

Moved by_____ Seconded by_____ Carried Yes____ No____

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 full-time 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) The fee shall not exceed one-third of the part-time undergraduate credit hour fee or one-third of the 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.

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 self-supporting. 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 may be charged for any fully online undergraduate, graduate, and certificate program. 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:

1) 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 ~~including professional service~~ for which credentialing or licensing may be ~~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~~ which provides at least the minimum capabilities 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 ~~delivering~~ the professional program ~~at an appropriate level of instructional quality~~ significantly exceeds the cost to deliver non-professional programs at the institution. A reduction in appropriated funding in support of an existing program is not a sufficient basis alone upon which to make a claim of extraordinary program costs.

d) The program may include support from appropriated funds.

e) The program is consistent with traditional academic offerings of the institution serving a population that accesses the same activities, services, and features as regular full-time, tuition-paying students.

f) Upon the approval and establishment of a professional fee, course fees associated with the same program shall be prohibited.

g) Once a professional fee is initially approved by the Board, any subsequent increase in a professional fee shall require prior approval by the Board at the same meeting institutions submit proposals for tuition and fees.

v. Self-Support Academic Program Fees

a) Self-support programs are academic degrees or certificates for which students are charged program fees, in lieu of tuition. For purposes of this fee, "academic" means a systematic, usually sequential, grouping of courses that provide the student with the knowledge and competencies required for an academic certificate, baccalaureate, master's, specialist or 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-to-face or online, are eligible to pay a reduced cost per credit which is approved at the Board's annual tuition and fee setting meeting. The term "dual credit" as used in this section is defined in Board Policy III.Y.

x. Summer Bridge Program Fee

This fee is defined as a fee charged to students recently graduated from high school, who are admitted into a summer bridge program at an institution the summer immediately following graduation 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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SUBJECT

Gender Equity Reports

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.X.

BACKGROUND/DISCUSSION

Idaho State Board of Education (Board) policy V.X.4.c requires each institution to prepare a gender equity report for review and formal approval by the Board in a format and time to be determined by the Executive Director. A previous Board agenda item recommended revisions to the gender equity report, and therefore, the Executive Director allowed the institutions to submit the attached gender equity narratives and summary worksheets envisioned in the proposed policy revision in Tab 1 of this agenda.

IMPACT

The changes to the information provided to the Board for gender equity are a result of working with the institutions to determine the best method of reducing duplicative effort and streamlining reporting. The new summary worksheet uses information from the institution's annual data submitted to its federal athletics authority, so that new collection, analysis and forecasting of the same information is not necessary.

The summary worksheet shows the institution's enrollment, financial aid, and participants by gender. The worksheet also shows the actual revenues and expenses for the most current completed fiscal year by sport, as well as the operating (Game Day) expenses, number of participants, and operating expenses per participant. Finally, the worksheet provides information for average coaching salaries and the count of coaches per sport by gender.

ATTACHMENTS

Attachment 1: BSU Gender Equity Narrative Page 3
Attachment 2: BSU Gender Equity Worksheet Page 11
Attachment 3: ISU Gender Equity Narrative Page 15
Attachment 4: ISU Gender Equity Worksheet Page 19
Attachment 5: UI Gender Equity Narrative Page 23
Attachment 6: UI Gender Equity Worksheet Page 25
Attachment 7: LCSC Gender Equity Narrative Page 29
Attachment 8: LCSC Gender Equity Worksheet Page 31

STAFF COMMENTS AND RECOMMENDATIONS

The attached reports reduce the time and effort required to provide gender equity information to the Board by using data submitted to the federal authority.

BOARD ACTION

I move to approve the gender equity reports as submitted.

Moved by_____ Seconded by_____ Carried Yes____ No____

Gender Equity Report - Narrative

Boise State University

At Boise State University, the Athletic Department, with oversight from the Intercollegiate Athletic Advisory Committee (IAAC) Gender-Equity Subcommittee, conducts an annual *Gender-Equity Review for Compliance with Title IX in Athletics.* The outcome of this report includes recommendations to the university that help achieve and maintain compliance in areas where gender differences may currently exist or may be developing. The recommendations that have been made between FY10 and FY15 are outlined in the *Summary of Recommendations and Progress* table on pages 4-8. Progress towards completion of each recommendation was last updated October 2015.

I. Participation Opportunities

Compliance for this component means meeting one test of the three-part test for participation opportunities. Institution officials may choose which test the institution will meet. An institution must do one of the following three:

1. Provide women and men with participation opportunities at rates that are proportionate to their respective rates of enrollment as full-time undergraduate students; or
2. Demonstrate continuing program expansion for the underrepresented gender; or
3. Fully accommodate the underrepresented gender.

In regards to participation opportunities, Boise State University **complies with this program component** by providing women and men with participation opportunities at rates that are proportionate to their respective rates of enrollment as full-time undergraduate students (test one). The athletic participation review is in progress for FY16, but in FY15 athletic participation was 50.1% women to 49.9% men. Boise State University's fulltime undergraduate enrollment combined total was 51.1% female and 48.9% male.

While Boise State University does not meet strict proportionality (athletic participation rates match *exact* undergraduate enrollment rates for each gender), the OCR's 1996 Policy Clarification explains how to determine "how close is close enough." OCR evaluators identify:

A. The average number of participants per team in the underrepresented gender;
B. The number of participants in the underrepresented gender to be added to the current program to achieve strict proportionality; and
C. Determine which of the two numbers is larger.

If the average number of participants per team of the underrepresented gender is larger, compliance with test one (proportionality) is achieved.

For Boise State University, the average number of participants per women's team in 2014-15 was 20 (244 female participants, 12 women's teams). In order to meet strict proportionality, using the 2014-2015 athletic participation and undergraduate enrollment numbers, 10 additional female participants would be needed to reach 51.1% athletic participation. Because the average number of participants per women's team is larger than the number of female participants to be added to the current program to achieve strict proportionality (20 versus 11), participation rates are proportionate to enrollment rates for the 2014-2015 academic year per OCR's 1996 Policy

Clarification for compliance with test one (proportionality). Thus, analysis for compliance with test two (program expansion) and test three (full accommodation) need not be considered.

Further, to ensure continued compliance in this program area, head coaches are provided guidelines for roster size maximums and minimums annually. Each roster size is based on the head coach's input on their ideal roster size with consideration of the overall program participation rates. This practice will be continued in upcoming years and represents the Athletic Department's continued effort to provide proportionate participation opportunities with respect to undergraduate enrollment.

II. Financial Aid

Compliance for this program component means total scholarship dollars awarded are substantially proportionate to participation rates for male and female student-athletes. To be in compliance, an institution must do the following:

1. For the regular academic year, athletic based financial aid awarded to male and female student-athletes must be "substantially proportionate" to their respective rates of financial aid participation (within 1%).
2. For the summer term, provide athletic scholarship awards that are equally available to all male and female student-athletes who desire summer term aid; otherwise, provide proportionate awards.
3. For fifth-year students who have exhausted their eligibility, provide fifth-year athletic scholarship awards that are equally available to all male and female student-athletes who desire degree completion aid; otherwise, provide proportionate awards.

At Boise State University in FY15, the variance between unduplicated participation and the *NCAA Squad List Athletic Grant Amount*[1] was 0.5% (an improvement from the 1% variance the previous year). Title IX compliance recommends this variance to be within +/- 1%, and therefore, Boise State Universitywas in compliance in FY15. However, continued compliance in this area should be considered. The current athletic programs offered at Boise State University allows an NCAA imposed maximum of 129.5 athletic scholarships that can be awarded to male participants and a NCAA maximum of 111 athletic scholarships that can be awarded to female participants. It continues to be a recommendation that the Athletic Department require coaches to fully award female athletic scholarship dollars unless there is a reasonable professional decision to do otherwise.

FY16 Note: The Athletic Department awarded all eligible student-athletes, male and female, a "cost of attendance" increase as allowable by the NCAA for their regular-year award equivalency. This increase will be a part of the analysis of scholarship dollars awarded during the current year review of financial aid.

Summer Term and Fifth Year Aid

Summer term awards and fifth year aid for student-athletes who have exhausted their eligibility are analyzed separately from each other and separately from regular year aid. There is no

[1] Note: *NCAA Squad List Athletic Grant Amount* and actual budget amounts for athletic aid differ. For example, in FY13, actual dollars awarded to females for financial aid was $1,062,184, while the *NCAA Squad List Athletic Grant Amount* was $2,727,884.

compliance standard established specifically for summer term or fifth year aid and there is no expectation is that the need for these awards will arise at the same proportion as participation. Disproportionate awards for the summer term and fifth year student-athletes are not unusual. The essential consideration is whether female and male student-athletes have an equal opportunity to receive such awards. If dollar limits must be imposed, however, then institutions should award summer term and fifth year dollars at rates that are proportion to the rates of participation.

Summer Term Awards. At Boise State University, summer term aid is based on a.) number of returning student-athletes on the team, and b.) number of incoming student-athletes who are eligible to enter the Summer Bridge program.[2] Using the same dollar amount per student-athlete, this provides the number of total scholarships to be considered for each team. The total of these two figures cannot exceed the NCAA maximum allowable scholarships that can be awarded for each sport.

Summer term awards are reviewed separately to determine whether awards are equally available to male and female student-athletes who want to remain on campus during the summer. If not all dollars budgeted for women are awarded to female student-athletes, Boise State University may award the remaining dollars to male student-athletes, resulting at times in summer term aid being awarded at rates that are disproportionate to men's and women's respective rates of participation. Based on this set policy, summer term financial aid is equally available to male and female student-athletes who request aid, which ensures Boise State University is in compliance with Title IX.

Degree Completion Financial Aid. At Boise State University degree completion (fifth year) financial aid is available to all student-athletes who qualify. In order to qualify for the program the student must have (a) exhausted eligibility, (b) been on athletic aid their last year of eligibility, (c) be within 32 credits to graduate and (d) meet all NCAA progress-towards-degree requirements. This policy is consistent across all sport programs. The number of student-athletes needing fifth year aid has been greatly reduced due to coaches and student-athletes being encouraged to take advantage of summer school, yielding higher graduation rates within four years and/or eliminating the need for a fifth year because by the time eligibility is exhausted, the student-athlete has graduated.

III. Summary of Recommendations and Progress

With regard to remaining eleven program areas under **Athletic Benefits and Opportunities**, the Gender-Equity Subcommittee has made new recommendations to continue improving program areas in order to maintain or achieve equity between male and female student-athletes. Those recommendations and progress towards completion are outlined in the table on the following pages.

[2] Summer Bridge is a program that allows student-athletes in all sports to attend classes prior to their first semester of full-time enrollment; participating student-athletes are required to take six academic credits.

Summary of Progress Towards 2009-2010 Recommendations and Subsequent Reviews

Last Updated October 2015

Recommendation	Progress Made
Accommodation of Interests and Abilities: The Athletic Department continues to monitor and carefully examine participation goals, and guide head coaches regarding roster sizes in order to maintain quality participation opportunities for female student-athletes and be efficient but not excessive in providing participation opportunities for male student-athletes.	**ONGOING** As part of the athletic department's continued effort to provide equal participation opportunities with respect to full-time undergraduate enrollment, head coaches are provided guidelines for roster sizes annually. Each roster size is based on the head coach's input for ideal squad size in their sport with consideration of the overall program participation rates.
Athletic Financial Assistance: The Athletic Department continues to require coaches to fully award female athletic scholarship dollars during the academic school year unless there is a reasonable professional decision to do otherwise.	**ONGOING** **In FY11,** 104.22 of the 111 (93.89%) female scholarships were awarded, an improvement over the FY10 (87.69% or 97.34 of the 111) figures. **In FY12,** the Department of Athletics increased funding by $77,822 to women's equivalency programs in their scholarship line items in a continued effort to fund female participants the maximum allowable of scholarships as awarded by their coaches. Two women's programs were under NCAA penalties, which limited athletic scholarships that could be awarded, however, 103.23 of 111 (93%) scholarships were given to female student-athletes. **In FY13**, Financial aid component of Title IX was in compliance with a variance of financial aid participation and scholarships of 0.73 (within the required +/- one percent). 104.82 of the 111 (94.4%) scholarships were awarded to females (one women's team still under NCAA penalty) and the Athletic Department covered an additional $85,432 in athletic aid awarded to female student-athletes for equivalency sports to achieve this. **In FY14**, variance between athletic participation of females and financial aid awards to women dropped to 0.3%, however in **FY15**, the variance of financial aid participation and scholarships to increased to a -0.5 variance (females represent 45% of participation, but receive 44.5% of the financial aid) and four female program head coaches indicated limited scholarship budgets have impacted their recruiting efforts and the ability to fulfill scholarship awards 100%. While currently in compliance with financial aid, this program component will continue to be closely monitored.
(12-13) Athletic Financial Assistance: The Athletic Department considers an evaluation of scholarship budgets for female equivalency sports with exempted academic aid.	**ONGOING** See above
(09-10 Rec) Equipment and Supplies: The Athletic Department continues to monitor the volleyball equipment budget to assure upgrades have been made under the new coaching staff.	**COMPLETED** In FY12 and FY13 NIKE comp dollars were allocated to all sports to meet equipment team needs (VB received $12,500 in NIKE apparel in FY13, $15K in FY14, and $17,475 in FY15). Continued evaluation will be done to ensure adequacy for all programs.
(12-13 Rec) Equipment and Supplies: The Department of Athletics evaluate the gymnastics and track and field equipment budgets with regard to competition uniforms and an adequate amounts of training shoes for team members.	**ONGOING** Evaluation of gymnastics equipment budget to be completed. Track and field equipment budgets remained the same over from FY14-FY15, however head coach change resulted in reduction of 23-35 of student-athletes on men/women teams

(12-13 Rec) Equipment and Supplies: The Department of Athletics examines equipment budgets for men's and women's tennis with regard to sport-specific items for competitions and stringing services.	**ONGOING** Stringing services now provided to both teams. Increase of $20K to tennis equipment budgets provided starting FY16.
(12-13 Rec) Equipment and Supplies: The Department of Athletics gives consideration to adding a Director of Softball Operations or fulltime team manager.	**ONGOING** Due to new head coach and changing needs of program, this recommendation will be reassessed in FY16 under coaching program area review.
(09-10 Rec) Scheduling of Games and Practice Times: The Athletic Department closely monitors the number of contests scheduled and played for all athletic teams to make sure female athletes receive comparable access to competition, specifically, women's golf, softball, swimming and diving, and gymnastics. *(11-12 Rec) Scheduling of Games and Practice Times*: The Athletic Department continues to monitor competition schedules to ensure an optimal number of contests are being scheduled for all programs.	**PARTIALLY COMPLETED & ONGOING** Over a two year period, increases for travel budgets of gymnastics (+$26K), softball (+$55K), swimming (+$47K), and women's golf ($13.6K) have been given to allow scheduling more away competitions. In FY12, gymnastics and softball scheduled desired number of competitions (though, softball was not able to compete in all of them due to weather cancelations). In FY13 every women's program with the exception of swimming and diving had an increases to their travel budget resulting in a total increase to women's program travel budgets of $130K (men's programs increased $73K, excluding FB increase to accommodate travel to HI). In FY14 women's golf, softball, volleyball and track and field/cross country had increases to their travel budgets again totaling ~$12K. In FY15 soccer and softball travel budgets increased for a total of ~$13K. Assessment of competition schedules and adequacy of travel budgets will continue.
(09-10 Rec) Scheduling of Games and Practice Times: The Athletic Department includes the addition of lights at the Mountain Cove Softball Field in their master facilities plan. *(11-12 Rec) Scheduling of Games and Practice Times:* The addition of lights is considered for the softball and soccer facilities.	**ONGOING** The softball field has been moved from Mountain Cove to an improved facility at Dona Larsen Park; lights are not yet funded.
(11-12 Rec) Scheduling of Games and Practice Times: Head coaches document their reasoning annually if they schedule less than the NCAA allowable competitions for their team.	**COMPLETED** Were included in the Playing and Practice Season Approval Form starting in FY15.
(11-12 Rec) Scheduling of Games and Practice Times: An improved competition site is considered for the swimming and diving team.	**COMPLETED** In FY15, $4.5K was paid for swimming and diving to have exclusivity of their competition site for home meets.
(09-10 Rec) Travel and Per Diem Allowances: The Athletic Department allow no more than two student-athletes to share a hotel room unless there is an odd number of travelers or a reasonable professional decision justifies otherwise and a written justification is provided by the coach to the Associate Athletic Director of Student Services prior to travel.	**COMPLETED** Policy implemented for FY12
(11-12 Rec) Travel & Per Diem Allowances: The Athletic Department addresses long distance driving for all programs, with specific emphasis on women's golf, women's tennis, wrestling and track and field.	**COMPLETED** Appropriate length of stays for team travel has been addressed with all programs.

(09-10 Rec) Travel and Per Diem Allowances: The Athletic Department analyzes travel budgets for each sport to improve the adequacy of those sports reporting dissatisfaction with their travel budgets. Specific attention should be given to softball as it relates to ground transportation and wrestling as it relates to overnight stays for away competitions. *(11-12 Rec) Travel & Per Diem Allowances*: The Athletic Department continue to monitor travel budgets, specifically women's golf, wrestling and track and field to ensure adequacy within their programs with regard to travel squad sizes and per diem amount provided during away competitions.	**ONGOING** Softball travel budget was increased $33K in FY12 and $22K more in FY13, buses are now mandated for use for away competition. Wrestling travel budget was increased $5,581 in FY11 to account for more coaches travel, but they still do not do overnight stays at competitions to which they drive. In FY11 and FY12, travel budgets for men's programs increased a net total of $89,462, women's programs by a net total of $213,930, and track and field by a total of $59,760. Coaches became actively involved in budget projection during the budgeting process within the department each year. In FY13 and FY14 the wrestling team fund raised $5,000 additional dollars to cover the expenses of overnight stays during travel and will include this cost in their travel budget request for FY15 and going forward. Additionally in FY13, women's golf, softball, volleyball and track and field/cross country had increases to their travel budgets with a total increase of $12,417 to overall travel budgeted. On budget projection/wish lists completed by coaches for FY14 travel budgets, men's golf, wrestling, women's basketball, soccer, swimming and volleyball all had travel-related budget increases. Due to zero growth budget year, none of the requests were met in their entirety. In FY14 women's golf, softball and volleyball travel budgets were increased (totaling $6.7K), track travel budget was increased $5.6K. NOTE: in FY14, new philosophy of track coach includes only traveling players who will score, which has improved the track travel budget situation. In FY15 soccer and softball travel budgets were increased (totaling $13K). In FY16 track and field travel budget was decreased by $10K due to decreased number of athletic participants with new head coach. Assessment of this program component continues.
(09-10 Rec) Coaching: The University gives multi-year contracts equally to men's and women's head coaches.	**COMPLETED** FY13 - Softball and Swimming and Diving Head Coaches were offered multi-year contracts, softball declined, swimming has been approved by the SBOE. FY14 - Gymnastics co-head coaches were both offered multi-year, one accepted, completed and in effect for FY14. FY15 - Women's Tennis was offered a multi-year contract, which was completed for FY15. FY16 – the new swimming coach and the other co-head gymnastics coach were given multi-year contracts.
(09-10 Rec) Locker Room, Practice and Competitive Facilities: The Athletic Department continues to earmark capital outlays towards improvements of women's team competition and practice facilities with a specific emphasis on Mountain Cove, the women's gymnastics facility, and the swimming and diving competition site.	**PARTIALLY COMPLETED & ONGOING** Softball competition and practice facilities have been improved with the completion of Dona Larsen Park but still needs lights and seating to be added. Gymnastics practice facility concerns addressed with the completion of the pit, new foam and equipment upgrades. Exclusive use of the West YMCA for swimming and diving home meets was established in FY15, improving competition site for swimming and diving.

(09-10 Rec) Locker Room, Practice and Competitive Facilities: The Athletic Department continues to earmark capital outlays towards improving all teams' locker room facilities	**PARTIALLY COMPLETED & ONGOING** Men's and women's basketball Arguinchona Basketball Complex completed. Gymnastics and volleyball locker rooms were renovated. The Bleymaier Football Complex was opened in FY14 which included a new football locker room. The former football locker room was renovated for women's cross country and track and the former women's CC/TR locker room was renovated for softball. The swimming and diving locker room was renovated with new lockers, upgraded lighting and swipe access. An upgrade of the women's soccer locker room was completed in FY15.
(09-10 Rec) Medical and Training Facilities and Services: The Athletic Department add an additional weight room staff member and evaluate the weight room equipment to determine if upgrades or additional equipment might be necessary so issues are addressed to support all athletic programs.	**COMPLETED** Additional FT weight room staff members were added, one in FY12 and one in FY13. Upgrade to equipment in the Fedrizzi Training Complex was completed in FY12. Two fulltime athletic trainers were added in FY 11 and FY12. A new weight room for football with new equipment was completed in the Bleymaier Football Complex, fall 2013 With no new weight room staff added in FY13-FY16, additional weight room staff should be considered during the FY17 budget cycle if the needs of the department support an additional position.
(12-13 Rec) Medical and Training Services and Facilities: The Athletic Department add additional athletic training staff members so issues are addressed to support all athletic programs, specifically for football, softball, and volleyball.	**ONGOING** Budget requests have been made for an additional full time athletic trainer and an additional full time strength and conditioning coach for FY15. For FY16, a position that was ½ time athletic trainer and ½ time Insurance was converted to a FY athletic trainer position devoted to football. Another part time trainer was also added to the staff, but funding for the additional PT training is not secured long term.
(12-13 Rec) Medical and Training Services and Facilities: The Replace or add ice machines in Taco Bell Arena and Dona Larsen Park Training Rooms.	**COMPLETED** Ice machines for both locations have been purchased.
(09-10 Rec) Housing and Dining Facilities and Services: The Athletic Department conducts a more in-depth analysis of the meals available to student-athletes during term breaks to determine if funding is equivalently adequate in this area for all sports programs. *(09-10 Rec) Housing and Dining Facilities and Services*: The Athletic Department adds funds, if feasible, in sports budgets to help cover pre- and post-game meals equitably among male and female student-athletes. *(11-12 Rec) Housing and Dining Facilities and Services:* The Athletic Department continues to monitor budgets and trade out dollars to meet the need of each program with regard to pre- and post-game meals and term break dining.	**COMPLETED and ONGOING** In FY11, training table budgets were increased by $56,900 for men's programs, $24,729 for women's programs and $5,000 for track and field. An additional $14,150 in trade out was provided to programs with unmet budget increase requests. These cash and trade-out resources can be used towards term break meals, team meals, or pre- and post-game meals. In FY12, training table budgets were adjusted with coaches input; $8,249 more dollars were provided to women's programs, and $17,450 in trade out was provided to programs with unmet need. An assessment of training table budgets and trade out allocations will continue. In FY13-FY15 – trade out dollars remained equitable to previous years. In FY15 fueling stations were added to the department, available to all sports programs.
(11-12 Rec) Housing and Dining Facilities and Services: Temporary housing during term breaks and training table for every program, if that is the preference, is a consideration during the budgeting process.	**ONGOING** In FY15, it became department policy that student athletes on aid must be provided appropriate room/board when required practices are held over term breaks. Training table budgets will continue to be evaluated.

(09-10 Rec) Publicity: The Athletic Department's Marketing and Promotions Department continues to work with each head coach to create and execute marketing and promotions plans for all sports, put those plans in writing, communicate them with the head coaches and their team liaison, and execute the plans during the respective competition seasons. (12-13 Rec) *Publicity:* Athletic program marketing plans continue to be reviewed and finalized with head coaches in a timely fashion and evaluated periodically throughout the competitive season.	**ONGOING** In FY12, a new athletic marketing director was appointed. In FY13, a new marketing staff was hired, plans were developed for every sport but continued emphasis needs to be placed on a timely completion and regular communication and execution of marketing plans for each sports program. Additional fulltime position to cover marketing for women's sports or Olympic sports only needs further consideration.
(09-10 Rec) Support Services: The Athletic Department makes clerical support more accessible to track and cross country, wrestling, and softball.	**COMPLETED** Clerical support continues to be offered to track and field/cross country, wrestling, gymnastics and softball.
(09-10 Rec) Support Services: The Athletic Administration find out whether the head wrestling coach prefers a private office, and if so, puts up a wall so that this may be achieved.	**COMPLETED** Head wrestling coach confirmed office should remain as is.
(10-11 Rec) Support Services: The Athletic Department provides fulltime clerical support to men's and women's basketball, men's and women's golf, gymnastics, swimming and diving, softball, wrestling and track and field/cross country programs.	**ONGOING** Part time help has been provided for all sports programs who would like it. The need for additional clerical support or full time staff will continue to be reviewed. A reassessment of this program component will be completed in FY16.
(09-10 Rec) Recruitment of Student-Athletes: The Athletic Department allocates additional funds for recruitment purposes to both men's and women's programs until both genders have adequate funding. *(10-11 Rec) Recruitment of Student-Athletes*: The Athletic Department continues to monitor the recruitment budgets for all sports, with emphasis placed on track and field/cross country, women's tennis, softball, soccer, and swimming and diving to assure adequate recruitment resources for these programs.	**PARTIALLY COMPLETED & ONGOING** Recruiting budgets were increased for women's golf, women's tennis, volleyball, gymnastics, soccer, softball, swimming, and men's and women's basketball in FY12 for a total of $56,500. Based on coaches' budget requests, additional funding is still needed to be adequate in recruiting by softball, soccer, swimming, men's tennis, men's basketball and wrestling. Recruitment budgets continue to be reviewed. A complete reassessment of this program area will be completed in FY16
(09-10 Rec) Recruitment of Student-Athletes: The Athletic Department evaluates courtesy car assignments to coaches during the 2010-2011 school year. *(10-11 Rec) Recruitment of Student-Athletes:* Consider awarding additional courtesy cars or supplemental pay to women's assistant coaches with off-campus recruiting duties.	**PARTIALLY COMPLETED & ONGOING** Two additional courtesy cars were provided to women's program coaches in FY12. Starting in FY14, a policy was implemented that includes providing compensation in lieu of courtesy cars for all coaches who need them. This will happen in a phase-out process as new coaches are hired. A complete reassessment of this program area will be completed in FY16
(10-11 Rec) Recruitment of Student-Athletes: The women's swimming and diving coach pursue the use of a loaner car for use during official recruiting weekends.	**COMPLETED** The coach now has a courtesy car that is sufficient for official recruiting weekends.

Boise State University
Equity in Athletics Disclosure Act (EADA) Report
Report on Athletic Program Participation Rates and Financial Support Data
July 1, 2014 through June 30, 2015

University Enrollment

Gender	Full-Time Undergraduates	
	Number	Percent
Male Students	5,918	49%
Female Students	6,237	51%
Totals	**12,155**	**100%**

Athletic Student Aid & Recruiting

Team Gender	Athletically Related Student Aid		Recruiting Expenses
	Amount	Percent	Amount
Men's Teams	$2,184,147	53%	$420,569
Women's Teams	$1,972,161	47%	$202,975
Totals for All Teams	**$4,156,308**	**100%**	**$623,544**

Athletic Participation

Sport	Number of Participants		Number of Participants Participating on a Second Team		Number of Participants Participating on a Third Team	
	Men's Teams	Women's Teams	Men's Teams	Women's Teams	Men's Teams	Women's Teams
Basketball	16	16	0	0	0	0
Beach Volleyball	0	12	0	12	0	0
Cross Country	13	21	13	19	13	19
Football	107	0	1	0	0	0
Golf	10	9	0	0	0	0
Gymnastics	0	18	0	0	0	0
Soccer	0	29	0	0	0	0
Softball	0	26	0	0	0	0
Swimming and Diving	0	27	0	1	0	0
Tennis	9	10	0	0	0	0
Track, Indoor	27	34	27	33	13	20
Track, Outdoor	30	35	28	34	13	19
Volleyball	0	15	0	12	0	0
Wrestling	34	0	0	0	0	0
Others	0	0	0	0	0	0
Total Participants	**246**	**252**	**69**	**111**	**39**	**58**
Participant Proportion	**49.4%**	**50.6%**				
Unduplicated Count of Participants	**205**	**186**				

Boise State University
Equity in Athletics Disclosure Act (EADA) Report
Report on Athletic Program Participation Rates and Financial Support Data
July 1, 2014 through June 30, 2015

Total Revenues & Expenses

Varsity Teams	Total Revenues			Total Expenses			Revenues minus Expenses		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Basketball	$ 3,920,228	$ 545,380	$ 4,465,608	$ 2,382,311	$ 1,335,838	$ 3,718,149	$ 1,537,917	$ (790,458)	$ 747,459
Beach Volleyball		$ 33,644	$ 33,644		$ 64,102	$ 64,102	$ -	$ (30,458)	$ (30,458)
Football	$ 20,206,989		$ 20,206,989	$ 8,839,739		$ 8,839,739	$ 11,367,250	$ -	$ 11,367,250
Golf	$ 201,356	$ 265,999	$ 467,355	$ 267,479	$ 282,466	$ 549,945	$ (66,123)	$ (16,467)	$ (82,590)
Gymnastics		$ 392,430	$ 392,430		$ 611,861	$ 611,861	$ -	$ (219,431)	$ (219,431)
Soccer		$ 446,168	$ 446,168		$ 624,530	$ 624,530	$ -	$ (178,362)	$ (178,362)
Softball		$ 259,631	$ 259,631		$ 627,608	$ 627,608	$ -	$ (367,977)	$ (367,977)
Swimming and Diving		$ 262,883	$ 262,883		$ 682,176	$ 682,176	$ -	$ (419,293)	$ (419,293)
Tennis	$ 163,454	$ 260,551	$ 424,005	$ 384,425	$ 343,943	$ 728,368	$ (220,971)	$ (83,392)	$ (304,363)
Track	$ 361,845	$ 687,733	$ 1,049,578	$ 562,960	$ 660,867	$ 1,223,827	$ (201,115)	$ 26,866	$ (174,249)
Volleyball		$ 397,513	$ 397,513		$ 551,465	$ 551,465	$ -	$ (153,952)	$ (153,952)
Wrestling	$ 222,494		$ 222,494	$ 460,760		$ 460,760	$ (238,266)	$ -	$ (238,266)
Totals for All Teams	**$ 25,076,366**	**$ 3,551,932**	**$ 28,628,298**	**$ 12,897,674**	**$ 5,784,856**	**$ 18,682,530**	**$ 12,178,692**	**$ (2,232,924)**	**$ 9,945,768**
Not Allocated by Gender/Sport			$ 7,364,148			$ 11,670,139			$ (4,305,991)
Grand Totals for Athletics			**$ 35,992,446**			**$ 30,352,669**			**$ 5,639,777**
Totals for All Sports Except Football & Basketball	$ 949,149	$ 3,006,552	$ 3,955,701	$ 1,675,624	$ 4,449,018	$ 6,124,642	$ (726,475)	$ (1,442,466)	$ (2,168,941)

Operating (Game Day) Expenses

Varsity Teams	Operating (Game Day) Expenses			Number of Participants			Operating Expenses per Participant		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Basketball	$697,499	$331,136	$1,028,635	16	16	32	$43,594	$20,696	$64,290
Beach Volleyball		19,125	$19,125		12	12		$1,594	$1,594
Football	2,827,603		$2,827,603	107		107	$26,426		$26,426
Golf	90,958	64,667	$155,625	10	9	19	$9,096	$7,185	$16,281
Gymnastics		143,426	$143,426		18	18		$7,968	$7,968
Soccer		161,069	$161,069		29	29		$5,554	$5,554
Softball		263,482	$263,482		26	26		$10,134	$10,134
Swimming and Diving		174,916	$174,916		27	27		$6,478	$6,478
Tennis	108,840	71,380	$180,220	9	10	19	$12,093	$7,138	$19,231
Track	152,488	179,010	$331,498	70	90	160	$2,178	$1,989	$4,167
Volleyball		152,848	$152,848		15	15		$10,190	$10,190
Wrestling	68,742		$68,742	34		34	$2,022		$2,022
Totals for All Teams	**$3,946,130**	**$1,561,059**	**$5,507,189**	**246**	**252**	**498**	**$16,041**	**$6,195**	**$11,059**
Totals for All Sports Except Football & Basketball	$421,028	$1,229,923	$1,650,951	123	236	359	$25,389	$58,230	$83,620

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Average Coaching Salaries

Description/Explanation	Head Coaches		Assistant Coaches	
	Men's Teams	Women's Teams	Men's Teams	Women's Teams
Average Annual Institutonal Salary per Coach	$ 346,288	$ 81,115	$157,871	$43,605
Number of Head Coaches Used to Calculate Average	6	10	19	19
Average Annual Insitutional Salary per Full-Time Equivalent (FTE)	$377,769	$95,429	$174,901	$52,470
Full-Time Equivalents (FTEs) Used to Calculate Average	5.50	8.50	17.15	15.79

Counts of Head Coaches

Varsity Teams	Male Head Coaches				Female Head Coaches				Total Head Coaches
	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	
Men's Varsity Teams									
Basketball	1		1						**1**
Football	1		1						**1**
Golf	1		1						**1**
Tennis	1		1						**1**
Wrestling	1		1						**1**
Track & Field & Cross Country		1	1						**1**
Totals for Men's Teams	**5**	**1**	**6**	**0**	**0**	**0**	**0**	**0**	**6**
Women's Varsity Teams									
Basketball	1		1						**1**
Beach Volleyball		1	1						**1**
Golf					1		1		**1**
Gymnastics					1		1		**1**
Soccer	1		1						**1**
Softball					1		1		**1**
Swimming & Diving					1		1		**1**
Tennis	1		1						**1**
Track & Field & Cross Country		1	1						**1**
Volleyball		1	1						**1**
Totals for Women's Teams	**3**	**3**	**6**	**0**	**4**	**0**	**4**	**0**	**10**

Boise State University
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Counts of Assistant Coaches

Varsity Teams	Male Assistant Coaches				Female Assistant Coaches				Total Assistant Coaches
	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	
Men's Varsity Teams									
Basketball	3		3						**3**
Football	9	4	9	4					**13**
Golf		1		1					**1**
Tennis	1	1	1	1					**2**
Wrestling	2	1	2	1					**3**
Track & Field & Cross Country		7	3	4		4		4	**11**
Totals for Men's Teams	**15**	**14**	**18**	**11**	**0**	**4**	**0**	**4**	**33**
Women's Varsity Teams									
Basketball	1		1		2		2		**3**
Beach Volleyball						2	1	1	**2**
Golf		1		1					**1**
Gymnastics	1		1		1		1		**2**
Soccer	1		1		1		1		**2**
Softball	1	1	1	1	1		1		**3**
Swimming & Diving	2	1	2	1					**3**
Tennis		2		2	1	2	1	2	**5**
Track & Field & Cross Country		7	3	4		4		4	**11**
Volleyball					1	1	2		**2**
Totals for Women's Teams	**6**	**12**	**9**	**9**	**7**	**9**	**9**	**7**	**34**

Gender Equity Report - Narrative
Idaho State University

The Idaho State University Department of Athletics is thoroughly committed to Gender Equity. The department regularly reviews its Gender Equity plans for quality and compliance and continually refines its strategies and procedures.

Idaho State University has been through three cycles of the NCAA Athletic Certification program and has been successfully certified by the NCAA's committee for certification. The athletics department has been following the NCAA Gender Equity Plan that was approved during the NCAA Certification process.

The Idaho State University Athletics Department has established a systematic process to monitor gender equity compliance. The athletics department senior staff meets regularly with coaches to discuss relevant plans, issues and concerns. During the annual budget preparation process, head coaches and athletic department administration apply gender equity strategies in making allocation decisions.

The ISU Athletic Advisory Board (AAB) reviews the athletics department budget and annual Equity in Athletics Disclosure Act (EADA) report. The AAB also monitors other relevant gender equity reports and plans for continual improvement to assure that progress is being made in the Athletic Department and then makes recommendations to the ISU President.

The Faculty Athletic Representative (FAR), Athletic Director, Associate Athletic Director, Senior Women Administer (SWA), and Title IX Coordinator work together to continue to educate and train University and athletics department employees in key areas of gender equity compliance. The above individuals review and monitor all areas relevant to gender equity.

The following sections address compliance with Title IX in three key areas.

I. Accommodation of Interests

The Idaho State University Athletics Department administration monitors student-athlete participation and meets regularly with all head coaches prior to their first competition to verify appropriate roster size; this helps maintain quality participation opportunities for female and male student-athletes. This process allows the athletics department to provide equal participation opportunities that reflect full-time undergraduate enrollments at Idaho State University. The department analyzes information on interests and abilities of high school students in the Southeastern Idaho region as well as our collegiate student body population.

In regards to athletic participant proportionality, Idaho State University has achieved proportionality over the last several business years and is projected to do so in the current business year.

II. Financial Aid

Idaho State University budgets funds to the maximum NCAA allowable level for every Women's Sport it sponsors and to the maximum NCAA allowable level for every Men's Sport except for Men's Tennis.

III. Equal Treatment within Programs

The Athletic Department closely monitors management and expenditures in 11 core areas of gender equity. These are:

1. Equipment, Supplies and Uniforms
2. Scheduling Games and Practice Times
3. Team Travel and Per-Diem Allowances
4. Tutors
5. Coaches
6. Locker Rooms
7. Medical and Training Facilities and Services
8. Housing and Dining Facilities
9. Publicity/Marketing
10. Support Services
11. Recruitment of Student-Athletes

The following section offers insights into each of the 11 program areas.

1. **Equipment, supplies, uniforms.** Provision of equipment, supplies and uniforms is assessed for safety, relevance, and necessity. Equipment ordering policies and procedures are in place, which involve fair rotation of number and quality of uniforms for teams; the allocations are reviewed by sport and gender.

2. **Scheduling of Games and Practice Times.** The athletics department closely monitors the number of athletic contests scheduled and completed for all sports to make sure female and male student-athletes receive comparable access to competition. Thus it ensures an optimal number of athletic contests are being scheduled for all sports. Reviews of practice times and locations take place annually.

3. **Team Travel.** The Athletic Department analyzes travel Budgets for all of its 15 sports to maintain quality travel experiences that enhance opportunities for student success in athletics and academics. Attention is given to air travel, ground transportation, per-diem, and number of student-athletes per travel squad and per hotel room.

4. **Tutoring.** The ISU Student Success Center provides tutoring in subject areas, writing and mathematics skills, and other learning strategies available to all students at no additional cost to them. The athletics department advisers monitor

academic progress and refer student-athletes to tutors and advisors in their majors as needed.

5. **Coaching.** Athletics department's administration examines the quality of coaching and assistant support. The department annually reviews coaches' contracts for multi-year incentives and salary-equity comparisons. Compensation is based on the individual's qualifications and market-driven metrics.

6. **Locker rooms.** Athletics department administration continues to evaluate and improve team locker rooms and facilities. Locker rooms are maintained on campus in Holt Arena, Red Gym and Davis Field.

7. **Medical and athletic training.** Medical and athletic training staff and facilities are monitored for ratio equality. Evaluations highlight need for additional athletic trainers in the strength and conditioning room. Medical-care access or on-call availability at games is assured by contract. Athletic trainers are present at all games.

8. **Housing and Dining Facilities.** Athletic administration assures and analyzes meals available to athletes during early reports, semester breaks, and pre-and post-game meals. Scholarships cover room and board equitably for all.

9. **Publicity/marketing.** A written plan is developed in cooperation with each head coach, the sports information director, and the marketing director. These staff members develop and execute a strategic marketing communication plan for all sports.

10. **Support services.** Available services are numerous and include academic assistance, life skills, career counseling, personal money management, campus counseling services, the Academic Success Center, and student health clinic. The athletics department advisers may refer student-athletes to these generally available services as needed at no additional cost to them.

11. **Recruitment**. The budget for recruiting is reviewed for degree completion, transfers in/out of Idaho State University, and any form of attrition. Coaches work with the Sports Supervisors, Fiscal Officer (UBO), and athletics director to develop recruiting plans. The goal is to evaluate recruiting needs and provide adequate resources for ISU staff to visit relevant sites to recruit student-athletes and to afford ISU campus visits by promising recruits. The above team assesses the numbers of student-athletes that need replacing and examines potential geographic areas of recruitment.

Idaho State University remains committed to gender equity. Procedures in place facilitate continual compliance and continued improvement.

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University Enrollment

Gender	Full-Time Undergraduates	
	Number	Percent
Male Students	3,734	52%
Female Students	3,437	48%
Totals	**7,171**	**100%**

Athletic Student Aid & Recruiting

Team Gender	Athletically Related Student Aid		Recruiting Expenses
	Amount	Percent	Amount
Men's Teams	$ 1,312,833	54%	$ 144,224
Women's Teams	1,123,377	46%	99,547
Totals for All Teams	**$2,436,210**	**100%**	**$243,771**

Athletic Participation

Varsity Teams	Number of Participants			Number Participating on a Second Team		Number Participating on a Third Team	
	Men's	Women's	Total	Men's	Women's	Men's	Women's
Basketball	14	16	30				
Football	85		85				
Golf		9	9				
Soccer		24	24		1		
Softball		18	18				
Tennis	7	8	15				
Track & Field (Indoor)	38	43	81	36	41	9	19
Track & Field (Outdoor)	39	48	87	36	48	9	19
Cross Country	13	28	41	10	28	9	19
Volleyball		14	14		1		
Total Participants	**196**	**208**	**404**	**82**	**119**	**27**	**57**
Percentage of Total	**48.5%**	**51.5%**	**100%**				
Unduplicated Count	**151**	**135**	**286**				

Idaho State University
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Total Revenues & Expenses

Varsity Teams	Total Revenues			Total Expenses			Revenues minus Expenses		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Basketball	$ 1,124,421	$ 738,447	$ 1,862,868	$ 1,192,991	$ 1,057,676	$ 2,250,667	$ (68,570)	$ (319,229)	$ (387,799)
Football	2,233,765		2,233,765	3,204,213		3,204,213	(970,448)		(970,448)
Golf		43,511	43,511		154,827	154,827		(111,316)	(111,316)
Soccer		467,028	467,028		608,346	608,346		(141,318)	(141,318)
Softball		455,005	455,005		596,184	596,184		(141,179)	(141,179)
Tennis	85,041	128,966	214,007	159,565	261,420	420,985	(74,524)	(132,454)	(206,978)
Track & Field & Cross Country	261,391	224,870	486,261	503,546	517,369	1,020,915	(242,155)	(292,499)	(534,654)
Volleyball		286,660	286,660		550,343	550,343		(263,683)	(263,683)
Totals for All Teams	**$3,704,618**	**$2,344,487**	**$6,049,105**	**$5,060,315**	**$3,746,165**	**$8,806,480**	**($1,355,697)**	**($1,401,678)**	**($2,757,375)**
Not Allocated by Gender/Sport			5,888,720			3,098,530			2,790,190
Grand Totals for Athletics			**$11,937,825**			**$11,905,010**			**$ 32,815**
Totals for All Sports Except Football & Basketball	$ 346,432	$1,606,040	$1,952,472	$663,111	$2,688,489	$3,351,600	($316,679)	($1,082,449)	($1,399,128)

Operating (Game Day) Expenses

(includes lodging, meals, transportation, uniforms, equipment, event costs & officials)

Varsity Teams	Operating (Game Day) Expenses			Number of Participants			Operating Expenses per Participant		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Basketball	$ 225,150	$ 243,387	$ 468,537	14	16	30	$ 16,082	$ 15,212	$ 15,618
Football	666,152		666,152	85		85	7,837		7,837
Golf		50,525	50,525		9	9		5,614	5,614
Soccer		101,445	101,445		24	24		4,227	4,227
Softball		142,419	142,419		18	18		7,912	7,912
Tennis	26,430	24,443	50,873	7	8	15	3,776	3,055	3,392
Track & Field & Cross Country	95,581	103,260	198,841	90	119	209	1,062	868	951
Volleyball		91,163	91,163		14	14		6,512	6,512
Totals for All Teams	**$1,013,313**	**$756,642**	**$1,769,955**	**196**	**208**	**404**	**$ 5,170**	**$ 3,638**	**$ 4,381**
Totals for All Sports Except Football & Basketball	$ 122,011	$ 513,255	$ 635,266	97	192	289	$ 1,258	$ 2,673	$ 2,198

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Average Coaching Salaries

Description / Explanation	Head Coaches		Assistant Coaches	
	Men's Teams	Women's Teams	Men's Teams	Women's Teams
Average Annual Institutonal Salary per Coach	$ 71,263	$ 50,391	$ 35,542	$ 18,097
Number of Head Coaches Used to Calculate Average	5	8	15	14
Average Annual Insitutional Salary per Full-Time Equivalent (FTE)	$ 110,331	$ 68,971	$ 44,532	$ 26,947
Full-Time Equivalents (FTEs) Used to Calculate Average	3.24	5.75	11.97	9.40

Counts of Head Coaches

Varsity Teams	Male Head Coaches				Female Head Coaches				Total Head Coaches
	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	
Men's Varsity Teams									
Basketball		1	1						**1**
Football		1	1						**1**
Tennis		1		1					**1**
Track & Field & Cross Country		2	2						**2**
Totals for Men's Teams	**0**	**5**	**4**	**1**	**0**	**0**	**0**	**0**	**5**
Women's Varsity Teams									
Basketball		1	1						**1**
Golf						1		1	**1**
Soccer					1		1		**1**
Softball					1		1		**1**
Tennis		1		1					**1**
Track & Field & Cross Country		2	2						**2**
Volleyball		1	1						**1**
Totals for Women's Teams	**0**	**5**	**4**	**1**	**2**	**1**	**2**	**1**	**8**

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Counts of Assistant Coaches

Varsity Teams	Male Assistant Coaches				Female Assistant Coaches				Total Assistant Coaches
	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	
Men's Varsity Teams									
Basketball	2	1	2	1					**3**
Football	8		8						**8**
Tennis		1		1		1		1	**2**
Track & Field & Cross Country		1		1		2	1	1	**3**
Totals for Men's Teams	**10**	**3**	**10**	**3**	**0**	**3**	**1**	**2**	**16**
Women's Varsity Teams									
Basketball	2		2		1		1		**3**
Golf		1		1					**1**
Soccer					1	2	1	2	**3**
Softball		1		1	1		1		**2**
Tennis						2		2	**2**
Track & Field & Cross Country		1		1		3	1	2	**4**
Volleyball					1	1	1	1	**2**
Totals for Women's Teams	**2**	**3**	**2**	**3**	**4**	**8**	**5**	**7**	**17**

Gender Equity Report - Narrative
University of Idaho

The University of Idaho annually conducts a gender equity assessment that includes interviews with all head coaches and some student-athletes. The results of these conversations have produced resource reallocation and adjustments to specific sports budgets. Gender equity issues are taken seriously by the Department of Athletics and the University of Idaho.

I. Accommodation of Interests

The University of Idaho is projecting compliance with the participation opportunity prong of gender equity requirements in FY16 and beyond. Current UI undergraduate enrollment is 53.22% male and student-athlete participation is 54.50% male. This results in a 1.28% differential with females being the underrepresented gender. This differential is slightly higher than the allowed variance of +/-1%. Assuming a consistent enrollment differential and with a continued dedication to providing participation opportunities for women, the University of Idaho anticipates continued strict compliance with gender equity guidelines.

II. Financial Aid

The University of Idaho is not currently in compliance with this prong of gender equity guidelines, but is studying the involved factors and is committed to achieving compliance. In FY16 the number of unduplicated males and females has a ratio of 56.40% favoring males with 163 males and 126 females participating. The dollar amounts awarded respectively are $3,243,228 and $2,283,067 for a 58.69%/41.31% ratio. When the unduplicated participant ratio is compared to the financial aid awarded ratio it results in a 2.29% variance. This variance can be brought into compliance by effecting the unduplicated participant ratio, the financial aid totals ratio, or a combination of the two.
We will try to maintain the number of female student-athletes while slightly increasing the number male student-athletes. This will bring the variance closer to compliance. In addition we will encourage coaches in our women's programs to fully allocate all of their available scholarships. This will also close the variance, and, when coupled with our participant efforts will bring us within +/- 1%.

III. Equal Treatment within Programs

The Gender Equity Committee is currently performing the 2015-16 self-study for the Athletic Department. Initial interviews with coaches and department heads are complete. The committee is currently assessing the interviews and comparing reviews with the previous self-study. Representatives consist of Faculty Athletic Representative, University Title IX Coordinator, Senior Woman Administrator, Faculty Representative and Coaching Representative. The initial interviews did not reveal any serious deficiencies.

IV. Conclusion

As indicated in the attached spreadsheet, the University of Idaho dedicates significant resources toward gender equity compliance. In fact, the SBOE approved gender equity funding accounts for less than 20% of our FY16 gender equity obligations. The University of Idaho will continue to meet Title IX Prong One compliance through roster management. In an effort to meet Title IX Prong Two compliance, we will monitor rosters and encourage the use of all available scholarships in our women's programs.

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University Enrollment

Gender	Full-Time Undergraduates	
	Number	Percent
Male Students	4,100	54%
Female Students	3,507	46%
Totals	**7,607**	**100%**

Athletic Student Aid & Recruiting

Team Gender	Athletically Related Student Aid		Recruiting Expenses
	Amount	Percent	Amount
Men's Teams	$3,206,704	59%	$291,294
Women's Teams	2,228,288	41%	169,636
Totals for All Teams	**$5,434,992**	**100%**	**$460,930**

Athletic Participation

Varsity Teams	Number of Participants			Number Participating on a Second Team		Number Participating on a Third Team	
	Men's	Women's	Total	Men's	Women's	Men's	Women's
Basketball	14	13	27	1	1		
Football	101		101	1			
Golf	10	8	18				
Soccer		25	25				
Swimming & Diving		32	32				
Tennis	7	8	15				
Track & Field (Indoor)	38	31	69	36	31	10	13
Track & Field (Outdoor)	38	31	69	34	31	10	14
Cross Country	10	14	24	10	13	10	13
Volleyball		17	17		2		1
Total Participants	**218**	**179**	**397**	**82**	**78**	**30**	**41**
Percentage of Total	**55%**	**45%**	**100%**				
Unduplicated Count	**172**	**133**	**305**				

University of Idaho
Equity in Athletics Disclosure Act (EADA) Report

Total Revenues & Expenses

Varsity Teams	Total Revenues			Total Expenses			Revenues minus Expenses		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Basketball	$1,590,244	$1,251,497	$2,841,741	$1,590,244	$1,251,497	$2,841,741	$0	$0	$0
Football	6,204,214		6,204,214	6,123,773		6,123,773	80,441		80,441
Golf	287,609	357,865	645,474	287,609	357,865	645,474	0	0	0
Soccer		716,340	716,340		716,340	716,340		0	0
Swimming & Diving		636,982	636,982		636,982	636,982		0	0
Tennis	288,385	373,618	662,003	288,385	373,618	662,003	0	0	0
Track & Field & Cross Country	546,308	712,939	1,259,247	546,308	665,038	1,211,346	0	47,901	47,901
Volleyball		882,236	882,236		882,236	882,236		0	0
Totals for All Teams	**$8,916,760**	**$4,931,477**	**$13,848,237**	**$8,836,319**	**$4,883,576**	**$13,719,895**	**$80,441**	**$47,901**	**$128,342**
Not Allocated by Gender/Sport			5,080,006			5,130,516			(50,510)
Grand Totals for Athletics			**$18,928,243**			**$18,850,411**			**$77,832**
Totals for All Sports Except Football & Basketball	$1,122,302	$3,679,980	$4,802,282	$1,122,302	$3,632,079	$4,754,381	$0	$47,901	$47,901

Operating (Game Day) Expenses

(includes lodging, meals, transportation, uniforms, equipment, event costs & officials)

Varsity Teams	Operating (Game Day) Expenses			Number of Participants			Operating Expenses per Participant		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Basketball	$385,498	$380,887	$766,385	14	13	27	$27,536	$29,299	$28,385
Football	1,826,838		1,826,838	101		101	18,088		18,088
Golf	96,966	88,904	185,870	10	8	18	9,697	11,113	10,326
Soccer		171,467	171,467		25	25		6,859	6,859
Swimming & Diving		112,213	112,213		32	32		3,507	3,507
Tennis	88,407	77,600	166,007	7	8	15	12,630	9,700	11,067
Track & Field & Cross Country	97,176	103,260	200,436	86	76	162	1,130	1,359	1,237
Volleyball		189,736	189,736		17	17		11,161	11,161
Totals for All Teams	**$2,494,885**	**$1,124,067**	**$3,618,952**	**218**	**179**	**397**	**$11,444**	**$6,280**	**$9,116**
Totals for All Sports Except Football & Basketball	$282,549	$743,180	$1,025,729	103	166	269	$2,743	$4,477	$3,813

University of Idaho
Equity in Athletics Disclosure Act (EADA) Report

Average Coaching Salaries

Description/Explanation	Head Coaches		Assitant Coaches	
	Men's Teams	Women's Teams	Men's Teams	Women's Teams
Average Annual Institutonal Salary per Coach	$87,760	$62,773	$65,297	$30,258
Number of Head Coaches Used to Calculate Average	5	7	14	11
Average Annual Insitutional Salary per Full-Time Equivalent (FTE)	$97,511	$67,602	$70,320	$33,284
Full-Time Equivalents (FTEs) Used to Calculate Average	4.50	6.50	13.00	10.00

Counts of Head Coaches

Varsity Teams	Male Head Coaches				Female Head Coaches				Total Head Coaches
	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	
Men's Varsity Teams									
Basketball	1		1						1
Football	1		1						1
Golf	1		1						1
Tennis	1		1						1
Track & Field & Cross Country		1	1						1
Totals for Men's Teams	**4**	**1**	**5**	**0**	**0**	**0**	**0**	**0**	**5**
Women's Varsity Teams									
Basketball	1		1						1
Golf					1		1		1
Soccer	1		1						1
Swimming & Diving	1		1						1
Tennis					1		1		1
Track & Field & Cross Country		1	1						1
Volleyball					1		1		1
Totals for Women's Teams	**3**	**1**	**4**	**0**	**3**	**0**	**3**	**0**	**7**

University of Idaho
Equity in Athletics Disclosure Act (EADA) Report

Counts of Assistant Coaches

Varsity Teams	Male Assistant Coaches				Female Assistant Coaches				Total Assistant Coaches
	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	
Men's Varsity Teams									
Basketball	3		3						**3**
Football	9	4	9	4					**13**
Golf									**0**
Tennis		1		1					**1**
Track & Field & Cross Country		1	1			1	1		**2**
Totals for Men's Teams	**12**	**6**	**13**	**5**	**0**	**1**	**1**	**0**	**19**
Women's Varsity Teams									
Basketball					3	1	3	1	**4**
Golf	1		1						**1**
Soccer	1		1			1		1	**2**
Swimming & Diving	1		1		1		1		**2**
Tennis						1		1	**1**
Track & Field & Cross Country		1	1			1	1		**2**
Volleyball	2		2						**2**
Totals for Women's Teams	**5**	**1**	**6**	**0**	**4**	**4**	**5**	**3**	**14**

Gender Equity Report - Narrative
Lewis-Clark State College

I. Accommodation of Interests

The athletic participation review for FY16 is still in progress, but in FY15, athletic participation was 57% men to 43% women. LCSC's fulltime undergraduate enrollment in FY15 was 37% male and 63% female. Clearly, test one (proportionality) of the Accommodation of Interests requirement is not met. The growth of men's track and the demand for growth in other men's sports requires a deliberate investment in women's sports to offset. LCSC has strived to meet compliance in Accommodation of Interests test two (program expansion that is responsive to the underrepresented gender), but we are hampered in our efforts by resource constraints (including the limits on Athletic funding) and challenges with regard to facilities. These challenges include additional dorm space, practice and competition facilities. We require the Board's support in pursuing opportunities to address these challenges.

II. Financial Aid

The Financial Assistance requirement of Title IX is being met. The ratio of male/female financial aid participants in FY 15 was 57% male/43% female. Athletic financial aid totals (allocation of actual resources) was 53% to males, 47% to females.

III. Equal Treatment within Programs

LCSC is also compliant with the Equal Treatment of Programs requirement of Title IX, but we are again hampered in our efforts to remain so, due to resource constraints. We regularly review and evaluate the quality, availability, and maintenance of all Athletic facilities, but our future success in achieving Title IX compliance hinges greatly on the ability to invest in new Athletic facilities.

LCSC has not (yet) asked for a separate dollar limit or policy waiver to fund gender equity initiatives, but does not rule out approaching the Board in the future to take advantage of the dispensation permitted to the universities, in the event increased limits were needed for new expenditures for women's sports programs and/or facilities.

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Lewis-Clark State College
Equity in Athletics Disclosure Act (EADA) Report
Report on Athletic Program Participation Rates and Financial Support Data
July 1, 2014 through June 30, 2015

University Enrollment

Gender	Full-Time Undergraduates	
	Number	Percent
Male Students	987	41%
Female Students	1,435	59%
Totals	**2,422**	**100%**

Athletic Student Aid & Recruiting

Team Gender	Athletically Related Student Aid		Recruiting Expenses
	Amount	Percent	Amount
Men's Teams	$1,000,142	54%	$8,854
Women's Teams	858,061	46%	10,092
Totals for All Teams	**$1,858,203**	**100%**	**$18,946**

Athletic Participation

Varsity Teams	Number of Participants			Number Participating on a Second Team		Number Participating on a Third Team	
	Men's	Women's	Total	Men's	Women's	Men's	Women's
Baseball	42		42				
Basketball	16	13	29				
Golf	7	10	17				
Tennis	12	12	24				
Track & Field (Indoor)	23	17	40	23	17	16	12
Track & Field (Outdoor)	24	20	44	23	20	16	12
Cross Country	18	15	33	16	15	16	13
Volleyball		19	19				
Total Participants	**142**	**106**	**248**	**62**	**52**	**48**	**37**
Percentage of Total	**57%**	**43%**	**100%**				
Unduplicated Count	**103**	**74**	**177**				

Lewis-Clark State College
Equity in Athletics Disclosure Act (EADA) Report
Report on Athletic Program Participation Rates and Financial Support Data
July 1, 2014 through June 30, 2015

Total Revenues & Expenses

Varsity Teams	Total Revenues			Total Expenses			Revenues minus Expenses		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Baseball	$824,138		$824,138	$824,138		$824,138	$0		$0
Basketball	372,823	336,589	709,412	372,823	336,589	709,412	0	0	0
Golf	116,009	185,051	301,060	116,009	185,051	301,060	0	0	0
Tennis	94,951	141,871	236,822	94,951	141,871	236,822	0	0	0
Track & Field (Indoor)	33,044	38,994	72,038	33,044	38,994	72,038	0	0	0
Track & Field (Outdoor)	49,567	58,491	108,058	49,567	58,491	108,058	0	0	0
Cross Country	140,210	224,012	364,222	140,210	224,012	364,222	0	0	0
Volleyball		413,971	413,971		413,971	413,971		0	0
Totals for All Teams	**$1,630,742**	**$1,398,979**	**$3,029,721**	**$1,630,742**	**$1,398,979**	**$3,029,721**	**$0**	**$0**	**$0**
Not Allocated by Gender/Sport			630,223			588,097			42,126
Grand Totals for Athletics	**$1,630,742**	**$1,398,979**	**$3,659,944**	**$1,630,742**	**$1,398,979**	**$3,617,818**	**$0**	**$0**	**$42,126**
Totals for All Sports Except Baseball & Basketball	$433,781	$1,062,390	$1,496,171	$433,781	$1,062,390	$1,496,171	$0	$0	$0

Operating (Game Day) Expenses

(includes lodging, meals, transportation, uniforms, equipment, event costs & officials)

Varsity Teams	Operating (Game Day) Expenses			Number of Participants			Operating Expenses per Participant		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Baseball	$108,540		$108,540	42		42	$2,584		$2,584
Basketball	52,654	70,011	122,665	16	13	29	3,291	$5,385	4,230
Golf	31,205	31,015	62,220	7	10	17	4,458	3,102	3,660
Tennis	7,046	10,035	17,081	12	12	24	587	836	712
Track & Field (Indoor)	11,739	11,257	22,996	23	17	40	510	662	575
Track & Field (Outdoor)	17,608	16,886	34,494	24	20	44	734	844	784
Cross Country	14,301	21,598	35,899	18	15	33	795	1,440	1,088
Volleyball		70,539	70,539		19	19		3,713	3,713
Totals for All Teams	**$243,093**	**$231,341**	**$474,434**	**142**	**106**	**248**	**$1,712**	**$2,182**	**$1,913**
Totals for All Sports Except Baseball & Basketball	$81,899	$161,330	$243,229	84	93	177	$975	$1,735	$1,374

Lewis-Clark State College
Equity in Athletics Disclosure Act (EADA) Report
Report on Athletic Program Participation Rates and Financial Support Data
July 1, 2014 through June 30, 2015

Average Coaching Salaries

Description/Explanation	Head Coaches		Assistant Coaches	
	Men's Teams	Women's Teams	Men's Teams	Women's Teams
Average Annual Institutional Salary per Coach	$21,276	$20,179	$13,349	$3,592
Number of Head Coaches Used to Calculate Average	7	7	8	6
Average Annual Insitutional Salary per Full-Time Equivalent (FTE)	$53,961	$50,090	$38,833	$30,355
Full-Time Equivalents (FTEs) Used to Calculate Average	2.76	2.82	2.75	0.71

Counts of Head Coaches

Varsity Teams	Male Head Coaches				Female Head Coaches				Total Head Coaches
	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	
Men's Varsity Teams									
Baseball	1		1						1
Basketball	1		1						1
Golf		1		1					1
Tennis		1	1						1
Track & Field (Indoor)		1	1						1
Track & Field (Outdoor)		1	1						1
Cross Country		1	1						1
Totals for Men's Teams	**2**	**5**	**6**	**1**	**0**	**0**	**0**	**0**	**7**
Women's Varsity Teams									
Basketball	1		1						1
Golf		1		1					1
Tennis		1	1						1
Track & Field (Indoor)		1	1						1
Track & Field (Outdoor)		1	1						1
Cross Country		1	1						1
Volleyball					1		1		1
Totals for Women's Teams	**1**	**5**	**5**	**1**	**1**	**0**	**1**	**0**	**7**

Lewis-Clark State College
Equity in Athletics Disclosure Act (EADA) Report
Report on Athletic Program Participation Rates and Financial Support Data
July 1, 2014 through June 30, 2015

Counts of Assistant Coaches

Varsity Teams	Male Assistant Coaches				Female Assistant Coaches				Total Assistant Coaches
	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/ Volunteer	
Men's Varsity Teams									
Baseball	2		2						**2**
Basketball		1		1					**1**
Golf		2		2					**2**
Tennis									**0**
Track & Field (Indoor)		1	1						**1**
Track & Field (Outdoor)		1	1						**1**
Cross Country		1	1						**1**
Totals for Men's Teams	**2**	**6**	**5**	**3**	**0**	**0**	**0**	**0**	**8**
Women's Varsity Teams									
Basketball		1		1					**1**
Golf		2		2					**2**
Tennis									**0**
Track & Field (Indoor)		1	1						**1**
Track & Field (Outdoor)		1	1						**1**
Cross Country		1	1						**1**
Volleyball									**0**
Totals for Women's Teams	**0**	**6**	**3**	**3**	**0**	**0**	**0**	**0**	**6**

SUBJECT

FY 2017 Appropriation Information – Institutions and Agencies of the State Board of Education

APPLICABLE STATUTE, RULE, OR POLICY

Applicable Legislative Appropriation Bills (2016)

BACKGROUND/ DISCUSSION

The 2016 Legislature has passed appropriation bills for the agencies and institutions of the Board.

The table on Tab 3a page 3 lists the FY 2017 appropriation bills related to the State Board of Education.

IMPACT

Appropriation bills provide funding and spending authority for the agencies and institutions of the State Board of Education allowing them to offer programs and services to Idaho's citizens.

ATTACHMENTS

Attachment 1 – FY 2017 Appropriations List Page 3

STAFF COMMENTS

Staff comments and recommendations are included for each specific institution and agency allocation.

BOARD ACTION

Motions for the allocations for College and Universities, Community Colleges, and Career-Technical Education are found on each specific institution and agency allocation.

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ATTACHMENT 1

State Board of Education
FY 2017 Appropriations to Institutions and Agencies

	General Fund	% Δ From FY 2016	Total Fund
Allocations			
College and Universities	$279,546,500	8.0%	$556,135,800
Community Colleges	36,919,000	8.7%	37,519,000
Career Technical Education	62,057,600	10.4%	71,849,200
Agencies			
Agricultural Research & Extension Service	30,516,700	6.2%	30,540,700
Health Education Programs	13,514,000	5.6%	13,831,200
Special Programs	15,430,100	56.9%	18,154,500
Office of the State Board of Education	3,477,000	42.4%	7,681,000
OSBE Community College Start up Fund	5,000,000		5,000,000
Idaho Public Television	3.022.100	30.6%	9,294,600
Division of Vocational Rehabilitation Division	8,336,100	10.3%	27,791,900
State Department of Education (Superintendent of Public Instruction)	14,184,800	(10.6%)	40,890,800

Statewide Issues

Permanent Building Fund: Major Capital Projects

Boise State University: Fine Arts Building	$2,500,000
University of Idaho, Lewis-Clark State College, North Idaho College: Collaborative Education Facility	$1,000,000

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SUBJECT

FY 2017 College and Universities Appropriation Allocation

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.S.
House Bill 637 (2016)

BACKGROUND/DISCUSSION

The Legislature appropriates to the State Board of Education and the Board of Regents monies for the general education programs at Boise State University (BSU), Idaho State University (ISU), University of Idaho (UI), Lewis-Clark State College (LCSC), and system-wide needs. The Board allocates the appropriation to the four institutions based on legislative intent and Board Policy, Section V.S.

According to Board policy, the allocation is made in the following order: 1) each institution shall be allocated its prior year budget base; 2) funds for the Enrollment Workload Adjustment (EWA); 3) operations and maintenance funds for new, major general education capital improvement projects.; 4) decision units above the base; and 5) special activities or projects at the discretion of the Board.

This action allocates the FY 2017 College and Universities appropriation to the institutions for general education programs and system-wide needs. These funds allocated along with revenue generated from potential fee increases will establish the operating budgets for the general education program for FY 2017. The allocation for FY 2017 is shown on Tab 3b page 3. The FY 2017 general fund appropriation includes the following items:

• Ongoing base funding for benefit cost increases	$ 2,722,800
• One-time replacement capital	839,300
• 3% ongoing Change in Employee Compensation (CEC)	5,952,300
• Statewide cost allocation	1,185,700
• Reduction for Enrollment Workload Adjustment (EWA)	(1,498,400)
• 27th Payroll	7,287,700
• Occupancy costs	754,500
• Complete College Idaho	2,000,000
• Materials Science/Engineering (BSU)	617,100
• Cyber Security (BSU)	1,000,000
• Health Sciences Expansion: Meridian (ISU)	580,600
• Rental Costs for Law Center (UI)	244,200
• Computer Science Program (UI)	950,000
• Safety, Security, and Compliance (LCSC)	71,500
• Fund Declining Enrollment (EWA)	1,562,200
• Higher Education Research Council (Systemwide)	200,000
• Transfer SLDS position to OSBE	(100,700)
Total General Fund increase over Base	$24,368,800

ATTACHMENTS

Attachment 1 - C&U FY 2017 Appropriation Allocation Page 3
Attachment 2 - Statement of Purpose/Fiscal Note Page 5
Attachment 3 - Appropriation Bill (H637) Page 9

STAFF COMMENTS

Staff recommends approval of the FY 2017 College and Universities allocation as presented in Attachment 1.

BOARD ACTION

I move to approve the allocation of the FY 2017 appropriation for Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and system-wide needs, as presented on Tab 3b, Page 3.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

FY 2017 College and University Allocation
Based on JFAC Action
March 8, 2015

	Appropriation:	FY16 Appr	FY17 Appr	% Chge	Sys Needs:	FY16 Appr	FY17 Appr
2	**General Educ Approp: HB 637**				HERC	1,961,700	2,161,700
3	General Account	255,177,700	279,546,500	9.55%	Innovation	863,300	762,600
4	Endowment Funds	13,980,000	15,840,000	13.30%	Sys Nds	140,000	140,000
5					IGEM	2,000,000	2,000,000
6	Total Gen Acct & Endow Funds	269,157,700	295,386,500	9.74%	Total	4,965,000	5,064,300
7	Student Fees/Misc Revenue	245,869,200	259,589,300	5.58%			
8	One-time Economic Recovery:		1,160,000				
9	Total Gen Educ Approp	515,026,900	556,135,800	7.98%			
10							
11							
12	**Allocation:**	**BSU**	**ISU**	**UI**	**LCSC**	**SYS-WIDE**	**TOTAL**
13	FY16 General Account	84,747,800	69,054,400	81,548,300	14,862,200	4,965,000	255,177,700
14	FY16 Endowment Funds	0	3,004,200	9,171,600	1,804,200	0	13,980,000
15	**FY17 Budget Base**	84,747,800	72,058,600	90,719,900	16,666,400	4,965,000	269,157,700
16							
17							
18	**Additional Funding for FY17:**						
19	MCO Adjustments:						
20	Personnel Benefits	876,100	896,400	835,200	193,500		2,801,200
21	Inflation including Library B&P	0	0	202,400	47,100		249,500
22	Recplacement Capital	0	0	0	839,300		839,300
23	CEC: 3.0% onging	1,917,900	1,800,600	2,073,900	336,600		6,129,000
24	27th Payroll	2,369,900	2,238,100	2,478,900	415,700		7,502,600
25	Endowment Fund Adjustments	0	399,300	461,300	279,900		1,140,500
26	Nonstandard Adjustments:						
27	Risk Mgmt/Controller/Treasurer	413,100	221,200	497,500	53,900		1,185,700
28	External Nonstandard Adjustments:						
29	Enrollment Workload Adjustment (EWA)	63,800	(1,116,000)	(364,600)	(81,600)		(1,498,400)
30	Line Items						
31	Complete College Idaho	962,400	208,700	538,700	290,200	0	2,000,000
32	Materials Science/Engineering	617,100	0	0	0	0	617,100
33	Cyber Security	1,000,000	0	0	0	0	1,000,000
34	Health Sciences Expansion Meridian	0	1,740,600	0	0	0	1,740,600
35	Occupancy Costs	0	0	754,500	0	0	754,500
36	Rental Costs for Law Center	0	0	244,200	0	0	244,200
37	Computer Science Program UI/NIC	0	0	950,000	0	0	950,000
38	Safety, Security, and Compliance	0	0	0	71,500	0	71,500
39	Fund Declining Enrollment	0	1,116,000	364,600	81,600	0	1,562,200
40	Higher Education Research Council	0	0	0	0	200,000	200,000
41	Transfer Position to OSBE	0	0	0	0	(100,700)	(100,700)
42	Total Addl Funding	8,220,300	7,504,900	9,036,600	2,527,700	99,300	27,388,800
43							
44	**FY17 Gen Acct & Endow Allocation**	92,968,100	79,563,500	99,756,500	19,194,100	5,064,300	296,546,500
45	% Change From FY16 Adjusted Budget Base	9.70%	10.41%	9.96%	15.17%	2.00%	10.18%
46							
47	FY17 Estimated Student Fee Revenue	98,269,600	68,546,900	76,529,900	16,242,900	0	259,589,300
48							
49	FY17 Operating Budget	191,237,700	148,110,400	176,286,400	35,437,000	5,064,300	556,135,800
50							
51							
52	General Fund Increase	8,220,300	5,739,500	8,109,000	2,200,700	99,300	24,368,800
53	% Increase	9.7%	8.3%	9.9%	14.8%	2.0%	9.5%
54	General Fund Increase - ongoing	5,139,300	3,521,600	5,665,500	921,400	99,300	15,347,100
55	% Increase	6.1%	5.1%	6.9%	6.2%	2.0%	6.0%

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STATEMENT OF PURPOSE

RS24781

This is the FY 2017 appropriation to the State Board of Education for College and Universities in the amount of $556,135,800. This appropriation provides for increased cost of benefits, an increase for statewide cost allocation, and inflationary adjustments. The appropriation also provides for an ongoing 3% merit-based increase in employee compensation, and funding for the 27th payroll. Additionally, it provides a decrease in nondiscretionary adjustment for enrollment workload decreases and an increase for endowment earnings. Also included is $839,300 one-time from the General Fund to replace computer equipment at Lewis-Clark State College and $529,800 one-time of dedicated funds for replacement items at Boise State University and the University of Idaho. This appropriation includes eleven line items.

Line item 6 provides 34.5 FTP and $2,000,000 from the General Fund for the Complete College Idaho initiative. Of this amount, $962,400 is be for Boise State University to decrease reliance on adjunct instructors, to add student advisors, and to staff the learning assistant program; $208,700 for Idaho State University's student work and service opportunities; $538,700 for the University of Idaho to increase advisory staff, including intervention specialists, tutors, counselors, and supplemental instructors; and $290,200 for Lewis-Clark State College to increase key faculty positions and retain staff. This amount includes $1,966,700 ongoing and $33,300 one-time.

Line item 7 provides 3.0 FTP and $617,100 to Boise State University to expand the PhD program in materials science and engineering program. Line item 8 provides 5.0 FTP and $1,740,600 to Idaho State University to expand the Doctor of Physical Therapy (DPT) program at the Meridian Health Science Center. Of this amount, $580,600 is from the General Fund and $1,160,000 is one-time from the Economic Recovery Reserve Fund. Line item 9, provides 3.65 FTP and $754,500 to the University of Idaho for occupancy costs. This includes 0.6 FTP and $164,700 for the Integrated Research and Innovation Center; 0.29 FTP and $41,600 for the Aquaculture Research Institute Lab; 2.41 FTP and $495,900 for the Education Building; and 0.35 FTP and $52,300 for the Center on Disabilities and Human Development.

Line item 10 provides 1.0 FTP and $71,500 from the General Fund to Lewis-Clark State College to hire a Title IX Compliance Coordinator to provide training, monitoring, and reporting to ensure compliance with federal laws that prohibit discrimination based on gender. Line item 11 provides the Systemwide Program $200,000 from the General Fund to increase the amount of awards and fellowships granted by the Higher Education Research Council (HERC). Line item 12 provides ISU, UI, and LCSC $1,562,200 ongoing from the General Fund to backfill projected funding decreases as calculated by the enrollment workload adjustment formula. Of this amount, ISU will receive $1,116,000, UI will receive $364,600, and LCSC will receive $81,600. Line item 13 provides the University of Idaho $244,200 from the General Fund for annual rental costs to occupy the Idaho Law and Justice Learning Center.

Line item 14 removes $100,700 of General Funds from the Systemwide Program. There was a corresponding increase in the Office of the State Board of Education's budget, which will be used

to hire a longitudinal data system analyst. Line item 16 provides 2.0 FTP and $1,000,000 from the General Fund to Boise State University to develop a cybersecurity lab to provide instruction and expose students to software and hardware related to cybersecurity. Of this amount $360,000 is ongoing and $640,000 is one-time. Line item 17 provides 5.0 FTP and $950,000 from the General Fund to the University of Idaho to provide a complete third year of coursework in Coeur d'Alene for students completing an associates degree in computer science from North Idaho College. Of this amount, $600,000 is ongoing and $350,000 is one-time. Further, $550,000 would be allocated for personnel costs, $50,000 for operating expenditures, and $350,000 for one-time start-up costs for the computer lab and communication equipment.

Totals for this motion include 4,386.83 FTP, $279,546,500 from the General Fund and $276,589,300 from dedicated funds for a total of $556,135,800. This results in an increase of 8.0% on the General Fund and 6.9% for all funds. This appropriation includes carryover authority for previously appropriated non-General Fund moneys; exceptions to budget laws allowing transfer of funds among object class codes and programs; and no FTP cap.

FISCAL NOTE

	FTP	Gen	Ded	Fed	Total
FY 2016 Original Appropriation	4,215.77	258,776,400	261,701,900	0	520,478,300
Reappropriation	0.00	0	142,786,800	0	142,786,800
Cash Transfers and Adjustments	0.00	0	116,200	0	116,200
FY 2016 Total Appropriation	4,215.77	258,776,400	404,604,900	0	663,381,300
Noncognizable Funds and Transfers	116.91	0	7,252,600	0	7,252,600
FY 2016 Estimated Expenditures	4,332.68	258,776,400	411,857,500	0	670,633,900
Removal of One-Time Expenditures	0.00	(3,598,700)	(152,008,300)	0	(155,607,000)
Base Adjustments	0.00	0	0	0	0
FY 2017 Base	4,332.68	255,177,700	259,849,200	0	515,026,900
Benefit Costs	0.00	2,722,800	1,988,700	0	4,711,500
Inflationary Adjustments	0.00	0	2,284,100	0	2,284,100
Replacement Items	0.00	839,300	529,800	0	1,369,100
Statewide Cost Allocation	0.00	1,185,700	0	0	1,185,700
Change in Employee Compensation	0.00	5,952,300	4,329,600	0	10,281,900
27th Payroll	0.00	7,287,700	5,307,400	0	12,595,100
Nondiscretionary Adjustments	0.00	(1,498,400)	0	0	(1,498,400)
Endowment Adjustments	0.00	0	1,140,500	0	1,140,500
FY 2017 Program Maintenance	4,332.68	271,667,100	275,429,300	0	547,096,400
1. Shift 27th Payroll to General Fund	0.00	0	0	0	0
2. Shift Benefits/CEC increase to GF	0.00	0	0	0	0
3. Shift Group CEC to General Fund	0.00	0	0	0	0
4. Shift Group 27th Payroll to Gen Fund	0.00	0	0	0	0
5. 27th Payroll for Group Positions	0.00	0	0	0	0
6. Complete College Idaho	34.50	2,000,000	0	0	2,000,000

7. Materials Science/Engineering	3.00	617,100	0	0	617,100
8. Health Sciences Expansion to Meridian	5.00	580,600	1,160,000	0	1,740,600
9. Occupancy Costs	3.65	754,500	0	0	754,500
10. Safety, Security, and Compliance	1.00	71,500	0	0	71,500
11. Higher Education Research Council	0.00	200,000	0	0	200,000
12. Fund Declining Enrollment	0.00	1,562,200	0	0	1,562,200
13. Rental Costs: Law and Justice Center	0.00	244,200	0	0	244,200
14. Transfer Position to OSBE	0.00	(100,700)	0	0	(100,700)
15. Tuition Lock	0.00	0	0	0	0
16. Cybersecurity Lab	2.00	1,000,000	0	0	1,000,000
17. Computer Science Program UI/NIC	5.00	950,000	0	0	950,000
Cash Transfers	0.00	0	0	0	0
FY 2017 Total	4,386.83	279,546,500	276,589,300	0	556,135,800
Chg from FY 2016 Orig Approp	171.06	20,770,100	14,887,400	0	35,657,500
% Chg from FY 2016 Orig Approp.	4.1%	8.0%	5.7%		6.9%

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LEGISLATURE OF THE STATE OF IDAHO
Sixty-third Legislature Second Regular Session - 2016

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 637

BY APPROPRIATIONS COMMITTEE

AN ACT

APPROPRIATING MONEYS TO THE STATE BOARD OF EDUCATION AND THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO FOR COLLEGE AND UNIVERSITIES AND THE OFFICE OF THE STATE BOARD OF EDUCATION FOR FISCAL YEAR 2017; PROVIDING NON-GENERAL FUND REAPPROPRIATION; PROVIDING LEGISLATIVE INTENT FOR SYSTEMWIDE NEEDS; PROVIDING LEGISLATIVE INTENT FOR REPORTING RELATED TO THE COMPLETE COLLEGE IDAHO INITIATIVE; PROVIDING LEGISLATIVE INTENT FOR THE CYBERSECURITY LAB; AND EXEMPTING APPROPRIATION OBJECT AND PROGRAM TRANSFER LIMITATIONS.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. There is hereby appropriated to the State Board of Education and the Board of Regents of the University of Idaho for College and Universities, and the Office of the State Board of Education, the following amounts to be expended according to the designated programs and expense classes, from the listed funds for the period July 1, 2016, through June 30, 2017:

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR CAPITAL OUTLAY	FOR TRUSTEE AND BENEFIT PAYMENTS	TOTAL
I. BOISE STATE UNIVERSITY:					
FROM:					
General Fund	$80,250,000	$8,320,300	$4,397,800		$92,968,100
Unrestricted Fund	75,427,800	21,502,200	1,339,600		98,269,600
TOTAL	$155,677,800	$29,822,500	$5,737,400		$191,237,700
II. IDAHO STATE UNIVERSITY:					
FROM:					
General Fund	$74,362,100	$422,800	$9,000		$74,793,900
Economic Recovery Reserve Fund			1,160,000		1,160,000
Charitable Institutions Endowment Income Fund	1,478,400				1,478,400
Normal School Endowment Income Fund	2,131,200				2,131,200

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR CAPITAL OUTLAY	FOR TRUSTEE AND BENEFIT PAYMENTS	TOTAL
Unrestricted					
Fund	37,164,600	26,348,500	5,033,800		68,546,900
TOTAL	$115,136,300	$26,771,300	$6,202,800		$148,110,400
III. UNIVERSITY OF IDAHO:					
FROM:					
General					
Fund	$79,229,200	$6,500,000	$3,928,100		$89,657,300
Agricultural College Endowment Income					
Fund	933,000	66,000	348,600		1,347,600
Scientific School Endowment Income					
Fund	3,443,900		1,264,900		4,708,800
University Endowment Income					
Fund		3,035,100	1,007,700		4,042,800
Unrestricted					
Fund	44,196,000	31,903,300	430,600		76,529,900
TOTAL	$127,802,100	$41,504,400	$6,979,900		$176,286,400
IV. LEWIS-CLARK STATE COLLEGE:					
FROM:					
General					
Fund	$14,342,500	$1,435,100	$1,285,300		$17,062,900
Normal School Endowment Income					
Fund		2,131,200			2,131,200
Unrestricted					
Fund	13,347,900	2,875,000	20,000		16,242,900
TOTAL	$27,690,400	$6,441,300	$1,305,300		$35,437,000
V. SYSTEMWIDE PROGRAMS:					
FROM:					
General					
Fund		$984,300	$1,200	$4,078,800	$5,064,300
GRAND TOTAL	$426,306,600	$105,523,800	$20,226,600	$4,078,800	$556,135,800

SECTION 2. NON-GENERAL FUND REAPPROPRIATION AUTHORITY. There is hereby reappropriated to the State Board of Education and the Board of Regents of

the University of Idaho for College and Universities any unexpended and unencumbered balances of moneys categorized as dedicated funds appropriated or reappropriated for fiscal year 2016, to be used for nonrecurring expenditures, for the period July 1, 2016, through June 30, 2017.

SECTION 3. LEGISLATIVE INTENT. It is the intent of the Legislature that of the amount appropriated in Section 1, Subsection V., of this act, the following amounts may be used as follows: (1) An amount not to exceed $902,600 may be used by the Office of the State Board of Education for systemwide needs that benefit all of the four-year institutions and promote accountability and information transfer throughout the higher education system; and (2) An amount of approximately $1,960,500 may be used for the mission and goals of the Higher Education Research Council as outlined in State Board of Education Policy III.W., which includes awards for infrastructure, matching grants, and competitive grants through the Idaho Incubation Fund program.

SECTION 4. LEGISLATIVE INTENT. It is the intent of the Legislature that the president of the State Board of Education shall provide a written report to the Joint Finance-Appropriations Committee, the Senate Education Committee, and the House Education Committee on the implementation and effectiveness of the funding appropriated for the Complete College Idaho initiative. Reporting shall address the $2,759,700 appropriated in fiscal year 2015, the $2,033,800 appropriated in fiscal year 2016, and the $2,000,000 included in Section 1 of this act. The board may use the measures of effectiveness submitted by the institutions in their budget requests or develop other measures as necessary. Reporting to the Legislature should occur no later than February 1, 2017.

SECTION 5. LEGISLATIVE INTENT. It is the intent of the Legislature that the cybersecurity lab that will be funded through the appropriation to Boise State University in Section 1 of this act will include collaboration with the Idaho National Laboratory (INL) and that its assets will be available for further collaboration with the University of Idaho and Idaho State University by utilization of the Idaho Regional Optical Network (IRON), thereby taking advantage of computing resources at each institution and the INL.

SECTION 6. EXEMPTIONS FROM OBJECT AND PROGRAM TRANSFER LIMITATIONS. For fiscal year 2017, the State Board of Education and the Board of Regents of the University of Idaho for College and Universities is hereby exempted from the provisions of Section 67-3511(1), (2) and (3), Idaho Code, allowing unlimited transfers between object codes and between programs, for all moneys appropriated to it for the period July 1, 2016, through June 30, 2017. Legislative appropriations shall not be transferred from one fund to another fund unless expressly approved by the Legislature.

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SUBJECT

Community Colleges FY 2017 Appropriation Allocation

APPLICABLE STATUTE, RULE, OR POLICY

House Bill 638 (2016)

BACKGROUND/DISCUSSION

The Legislature makes an annual appropriation to the State Board of Education for community college support. The allocation to the colleges includes the current year (FY 2016) base allocation plus each college's respective share in any annual budget adjustments according to the normal budgeting process.

IMPACT

This action allocates the FY 2017 Community Colleges appropriation to the institutions. The funds allocated along with revenue generated from other non-appropriated sources will establish the operating budgets. The FY 2017 Allocation is shown on Tab 3c, page 3.

The FY 2017 appropriation includes ongoing base funding for health insurance increases, 3% ongoing Change in Employee Compensation (CEC) increases, additional ongoing funds for Complete College Idaho, and line item enhancements at College of Southern Idaho for Student Instructional Support, Instructional Designer, and Institutional Researcher; Occupancy Costs at North Idaho College; and Enrollment Funding Equity and Student Success at College of Western Idaho.

ATTACHMENTS

Attachment 1 – FY 2017 CC Appropriations Allocation Page 3
Attachment 2 – Statement of Purpose/Fiscal Note Page 5
Attachment 3 – Appropriation Bill (H638) Page 7

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of the FY 2017 Community College allocation.

BOARD ACTION

I move to approve the allocation of the FY 2017 appropriation for the College of Southern Idaho, College of Western Idaho and North Idaho College, as presented on Tab 3c, Page 3.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

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Idaho Community Colleges
FY 2017 Appropriation Allocation - JFAC Action
8-Mar-15

General Educ Approp: Bill No. HB 638

		CSI	NIC	CWI	Total
1	FY 16 Total Appropriation				
2	General Funds	12,518,200	10,635,800	10,807,000	33,961,000
3	Dedicated Funds	200,000	200,000	200,000	600,000
4	Total FY16 Total Appropriation	12,718,200	10,835,800	11,007,000	34,561,000
5					
6	FY 17 Base				-
7	General Funds	12,518,200	10,629,800	10,800,700	33,948,700
8	Dedicated Funds	200,000	200,000	200,000	600,000
9	Total FY 17 Base	12,718,200	10,829,800	11,000,700	34,548,700
10					-
11	FY 17 Maintenance Items				
12	Benefit Cost Increases	167,200	148,500	88,100	403,800
13	Inflationary Cost Increases	-	-	-	-
14	Replacement Items	-	-	-	-
15	CEC: 3% ongoing	225,600	258,600	179,400	663,600
16	Enrollment Workload Adjustment	(695,200)	(618,000)	(615,800)	(1,929,000)
17		(302,400)	(210,900)	(348,300)	(861,600)
18	FY 17 Maintenance				-
19	General Funds	12,215,800	10,418,900	10,452,400	33,087,100
20	Dedicated Funds	200,000	200,000	200,000	600,000
21	Total FY 16 Maintenance	12,415,800	10,618,900	23,034,700	46,069,400
22					-
23	FY 17 Line Items				-
24	Complete College Idaho	242,500	133,000	-	375,500
25	Student Instructional Support	113,200	-	-	113,200
26	Instructional Designer	107,600	-	-	107,600
27	Institutional Researcher	91,500	-	-	91,500
28	Enhanced Campus Security		-	-	-
29	Occupancy Costs		615,100	-	615,100
30	Enrollment Funding Equity			400,000	400,000
31	Student Success			200,000	200,000
32	Fund Declining Enrollment	695,200	618,000	615,800	1,929,000
33	Total Line Items	1,250,000	1,366,100	1,215,800	3,831,900
34					-
35	FY 17 Total Appropriation				-
36	General Funds	13,465,800	11,785,000	11,668,200	36,919,000
37	Dedicated Funds	200,000	200,000	200,000	600,000
38	FY 17 Total Appropriation	13,665,800	11,985,000	11,868,200	37,519,000
39					
40					
41	GF Change from FY 16 Total	7.6%	10.8%	8.0%	8.7%
42					
43	GF Appropriation Allocation				
44	PC	11,045,700	10,363,100	7,729,700	29,138,500
45	OE	1,812,700	1,418,900	3,938,500	7,170,100
46	CO	607,400	3,000	-	610,400
47	TB				0
48	Total General Funds	13,465,800	11,785,000	11,668,200	36,919,000

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STATEMENT OF PURPOSE

RS24782

This is the FY 2017 appropriation to Community Colleges in the amount of $37,519,000. This appropriation provides for increased cost of benefits, the equivalent of a 3% ongoing change in employee compensation, and a nondiscretionary adjustment for enrollment workload decreases. This appropriation includes eight line items.

Line item 1 provides $375,500 from the General Fund for the Complete College Idaho efforts. Of this amount, $372,500 is ongoing and $3,000 is one-time. The funding amounts and purposes of the funding are as follows: $242,500 at CSI to address dual credit education services and $133,000 at NIC for student retention and transition efforts. Line item 2 provides $113,200 from the General Fund for CSI to hire instructional support staff to develop and implement instructional improvement plans for select students who are taking high-risk courses such as biology, chemistry, and high-level math. Line item 3 provides $107,600 from the General Fund to CSI to hire an instructional designer to improve online and hybrid courses and work to maintain an excellence in teaching protocol. Line item 4 provides $91,500 from the General Fund to CSI to hire an institutional researcher to address CSI's internal and external reporting, data analysis, and predictive analytics.

Line item 5 provides $400,000 from the General Fund to CWI to narrow the difference between CWI's enrollment workload adjustment (EWA) weighted credit hour value and those same values of CSI and NIC. This funding would narrow the gap by 2.5%. Line item 6 provides $200,000 from the General Fund to CWI to hire three full-time positions to improve the student-to-advisor ratio and to provide outreach to special student populations. Line item 10 provides $1,929,000 from the General Fund to backfill the current and projected decreases in enrollment at the three community colleges. This includes $695,200 to CSI, $618,000 to NIC, and $615,800 to CWI. Line item 11 provides $615,100 to NIC for occupancy costs. This funding will address nearly 111,000 square feet of new educational space, including $564,500 for the Career and Technical Education Center and $48,200 for the Automotive Technology Center.

This appropriation results in an 8.7% increase from the General Fund and 8.6% from all funds.

FISCAL NOTE

	FTP	Gen	Ded	Fed	Total
FY 2016 Original Appropriation	0.00	33,961,000	600,000	0	34,561,000
Noncognizable Funds and Transfers	0.00	(70,000)	0	0	(70,000)
FY 2016 Estimated Expenditures	0.00	33,891,000	600,000	0	34,491,000
Removal of One-Time Expenditures	0.00	(12,300)	0	0	(12,300)
Base Adjustments	0.00	70,000	0	0	70,000
FY 2017 Base	0.00	33,948,700	600,000	0	34,548,700
Benefit Costs	0.00	403,800	0	0	403,800
Inflationary Adjustments	0.00	0	0	0	0
Change in Employee Compensation	0.00	663,600	0	0	663,600

Nondiscretionary Adjustments	0.00	(1,929,000)	0	0	(1,929,000)
FY 2017 Program Maintenance	0.00	33,087,100	600,000	0	33,687,100
1. Complete College Idaho	0.00	375,500	0	0	375,500
2. Student Instructional Support	0.00	113,200	0	0	113,200
3. Instructional Designer	0.00	107,600	0	0	107,600
4. Institutional Researcher	0.00	91,500	0	0	91,500
5. Enrollment Funding Equity	0.00	400,000	0	0	400,000
6. Student Success	0.00	200,000	0	0	200,000
7. Data System Analyst/Developer	0.00	0	0	0	0
8. Enhanced Campus Security	0.00	0	0	0	0
9. Electronic Information Tech Coordinator	0.00	0	0	0	0
10. Fund Declining Enrollment	0.00	1,929,000	0	0	1,929,000
11. Occupancy Costs - NIC	0.00	615,100	0	0	615,100
FY 2017 Total	0.00	36,919,000	600,000	0	37,519,000
Chg from FY 2016 Orig Approp	0.00	2,958,000	0	0	2,958,000
% Chg from FY 2016 Orig Approp.		8.7%	0.0%		8.6%

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LEGISLATURE OF THE STATE OF IDAHO
Sixty-third Legislature Second Regular Session - 2016

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 638

BY APPROPRIATIONS COMMITTEE

AN ACT

APPROPRIATING MONEYS TO THE STATE BOARD OF EDUCATION FOR COMMUNITY COLLEGES FOR 2017; EXEMPTING APPROPRIATION OBJECT AND PROGRAM TRANSFER LIMITATIONS; PROVIDING LEGISLATIVE INTENT RELATING TO SYSTEM-WIDE EXPENDITURES; AND PROVIDING LEGISLATIVE INTENT FOR REPORTING RELATED TO THE COMPLETE COLLEGE IDAHO INITIATIVE.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. There is hereby appropriated to the State Board of Education for Community Colleges, the following amounts to be expended according to the designated programs and expense classes, from the listed funds for the period July 1, 2016, through June 30, 2017:

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR CAPITAL OUTLAY	TOTAL
I. COLLEGE OF SOUTHERN IDAHO:				
FROM:				
General Fund	$11,045,700	$1,812,700	$607,400	$13,465,800
Community College Fund	155,100	26,900	18,000	200,000
TOTAL	$11,200,800	$1,839,600	$625,400	$13,665,800
II. COLLEGE OF WESTERN IDAHO:				
FROM:				
General Fund	$7,729,700	$3,938,500		$11,668,200
Community College Fund	0	200,000		200,000
TOTAL	$7,729,700	$4,138,500		$11,868,200
III. NORTH IDAHO COLLEGE:				
FROM:				
General Fund	$10,363,100	$1,418,900	$3,000	$11,785,000

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR CAPITAL OUTLAY	TOTAL
Community College Fund	122,200	52,800	25,000	200,000
TOTAL	$10,485,300	$1,471,700	$28,000	$11,985,000
GRAND TOTAL	$29,415,800	$7,449,800	$653,400	$37,519,000

SECTION 2. EXEMPTIONS FROM OBJECT AND PROGRAM TRANSFER LIMITATIONS. For fiscal year 2017, the State Board of Education for Community Colleges is hereby exempted from the provisions of Section 67-3511(1), (2) and (3), Idaho Code, allowing unlimited transfers between object codes and between programs, for all moneys appropriated to it for the period July 1, 2016, through June 30, 2017. Legislative appropriations shall not be transferred from one fund to another fund unless expressly approved by the Legislature.

SECTION 3. LEGISLATIVE INTENT. It is the intent of the Legislature that of the amount appropriated from the General Fund in Section 1, Subsections I. through III. of this act, an amount not to exceed $70,000 may be expended by the Office of the State Board of Education for system-wide needs including, but not limited to, projects to promote accountability and information transfer throughout the higher education system.

SECTION 4. LEGISLATIVE INTENT. It is the intent of the Legislature that for the $1,227,400 appropriated from the General Fund in fiscal year 2016 and the $575,500 appropriated in Section 1 of this act for the Complete College Idaho initiative and CWI's student success effort, the president of the State Board of Education shall provide a written report to the Joint Finance-Appropriations Committee, the Senate Education Committee, and the House Education Committee on the implementation and effectiveness of the individual institution's efforts. The board may use the measures of effectiveness as submitted by the institutions in their fiscal year 2017 budget requests or develop other measures as necessary. Reporting to the Legislature should occur no later than February 1, 2017.

INSTITUTION/AGENCY AGENDA
DIVISION OF CAREER & TECHNICAL EDUCATION

SUBJECT
Allocation of the State Division of Career & Technical Education Appropriation.

APPLICABLE STATUTE, RULE, OR POLICY
House Bill 625 (2016)

BACKGROUND
The Idaho Legislature appropriates funds for Career & Technical Education to the Division of Career & Technical Education in five designated programs: State Leadership and Technical Assistance, General Programs, Postsecondary Programs, Dedicated Programs, and Related Services. The Division of Career & Technical Education requests approval of the allocation of the FY2017 appropriated funds detailed in Attachment 1.

DISCUSSION
The allocation is based on the increased level of funding in House Bill No. 625 and the provisions of the State Plan for Career & Technical Education. The State General Fund reflects an overall increase of 10.4% from the original FY2016 appropriation. The Legislature funded a 3% change in employee compensation and the 27th Payroll costs; employee benefit increases; maintenance level increases in the statewide cost allocation for the Division of Career & Technical Education and EITC; $3.8 million in funds for capacity expansion of 30 specific programs at the 6 Postsecondary technical colleges; $218,000 in one-time funding to purchase replacement equipment at the 6 technical colleges; $119,600 in ongoing funding for maintenance of the Colleague Data System at EITC; an additional Office Specialist II for the Division of Career & Technical Education to manage workload; $40,000 to align courses from secondary to postsecondary and design online courses through Idaho Digital Learning Academy; $231,900 to fund enrollment increases at the Professional Technical High Schools (PTS); $325,000 of ongoing general funds for the Agriculture and Natural Resource Education Program Start Up Grants Program.

IMPACT
Establish FY2017 operating budget.

ATTACHMENTS
Attachment 1 – FY 2017 Allocation of Career & Technical Education Page 3
Attachment 2 – Statement of Purpose/Fiscal Note Page 5
Attachment 3 – Appropriation Bill (H625) Page 6

STAFF COMMENTS AND RECOMMENDATIONS
Staff recommends approval of the allocation of the FY 2017 appropriation for CTE as detailed in Attachment 1.

BOARD ACTION

I move to approve the request from the Division of Career & Technical Education for the allocation of the FY 2017 appropriation detailed in Attachment 1.

Moved by _____ Seconded by _____ Yes ____ No ____

DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION
Allocation of State Division of Career & Technical Education
FY 2017 Appropriation

	FY16 Allocation	FY17 Allocation
Program 01 (State Leadership and Technical Assistance)		
By Standard Class:		
Personnel Costs	$ 2,016,600	$ 2,314,600
Operating Expenses	334,000	375,200
Capital Outlay	14,400	11,700
Totals	$ 2,365,000	$ 2,701,500
By Source of Revenue:		
General Funds	$ 2,010,900	$ 2,230,300
One-time General Funds	14,400	111,400
Federal Funds	339,700	350,800
One-time Federal Funds	-	9,000.00
Totals	$ 2,365,000	$ 2,701,500
Program 02 (General Programs)		
By Major Program Area:		
Secondary Added Cost	$ 7,500,000	$ 7,500,000
Professional-Technical Schools	4,593,900	4,825,789
General Programs Leadership	1,720,500	1,658,411
Carl D. Perkins Federal Grant	6,703,300	6,210,600
Hazardous Materials Training	67,800	67,800
Totals	$ 20,585,500	$ 20,262,600
By Source of Revenue		
General Funds	$ 13,814,400	$ 13,984,200
Federal Funds	6,197,600	6,204,500
One-time Federal Funds	505,700	6,100
Dedicated Funds	67,800	67,800
Totals	$ 20,585,500	$ 20,262,600
Program 03 (Postsecondary Programs)		
By Technical College:		
College of Southern Idaho	$ 6,162,975	$ 6,942,875
College of Western Idaho	7,264,123	8,082,323
Eastern Idaho Technical College	6,956,596	7,508,678
Idaho State University	10,375,316	11,859,935
Lewis-Clark State College	4,258,256	4,964,056
North Idaho College	4,521,834	5,106,033
Totals	$ 39,539,100	$ 44,463,900
By Source of Revenue:		
General Funds	$ 38,293,300	$ 42,809,000
One-time General Funds	765,800	1,654,900
Unrestricted Funds	480,000	0
Totals	$ 39,539,100	$ 44,463,900

DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION
Allocation of State Division of Professional-Technical Education
FY 2016 Appropriation

	FY16 Allocation	FY17 Allocation
Program 04 (Dedicated Programs)		
By Major Program:		
Agriculture and Natural Resources	650,000	650,000
Displaced Homemaker Program	170,000	170,000
Totals	$ 820,000	$ 820,000
By Source of Revenue:		
General Funds	$ 325,000	$ 325,000
Dedicated Funds	495,000	495,000
Totals	$ 820,000	$ 820,000
Program 05 (Related Services)		
By Standard Class:		
Personnel Costs	$ 409,300	$ 391,300
Operating Expenses	195,000	195,000
Trustee Payments	3,014,900	3,014,900
Totals	$ 3,619,200	$ 3,601,200
By Source of Revenue:		
General Funds	$ 980,800	$ 938,500
One-time General Funds	0	4,300
Federal Funds	2,239,800	2,242,000
One-time Federal Funds	0	1,300
Dedicated Funds	140,000	140,000
Miscellaneous Revenue	258,600	267,400
One-time Miscellaneous Revenue	0	7,700
Totals	$ 3,619,200	$ 3,601,200
By Source of Revenue:		
General Funds	$ 55,424,400	$ 60,287,000
One-time General Funds	780,200	1,770,600
Federal Funds	8,777,100	8,797,300
One-time Federal Funds	505,700	16,400
Dedicated Funds	702,800	702,800
Unrestricted Funds	480,000	0
Miscellaneous Revenue	258,600	267,400
One-time Miscellaneous Revenue	0	7,700
Totals	$ 66,928,800	$ 71,849,200

STATEMENT OF PURPOSE

RS24758

This is the FY 2017 appropriation to the Division of Career Technical Education (CTE) in the amount of $71,849,200. This appropriation includes an increase for benefit costs of $586,400, an increase for statewide cost allocation of $25,200, funding for a 3% CEC in the amount of $940,000, funding for the 27th payroll at $680,800, and a nondiscretionary statutory adjustment of $231,900 for enrollment increases at the technical high schools. This appropriation also includes $229,700 one-time from the General Fund for replacement items at the six technical colleges and in the state leadership and technical assistance program. There are six line items in this appropriation.

Line item 1 provides 1.0 FTP and $41,500 ongoing from the General Fund to hire an office specialist to handle the current workload and to reduce turnover. Line item 2 provides $119,600 ongoing from the General Fund for Eastern Idaho Technical College to offset increasing costs of the Colleague Data System. Line item 3 provides $40,000 one-time to continue the alignment of CTE online courses to achieve uniformity and transferability of foundational courses. Line item 4 provides 38.0 FTP and $3,791,200 for postsecondary capacity expansion in four major industry areas that are high wage, high skill, and high demand. Funding would be allocated by CTE to the six technical colleges at CSI, NIC, CWI, LCSC, ISU, and EITC. Line item 6 adds 1.0 FTP and moves $62,100 for student organization accounting services from the General Programs Division into the State Leadership and Technical Assistance program. This action nets to zero. Line item 9 provides $325,000 ongoing from the General Fund for the Agriculture and Natural Resource Programs in the secondary schools.

Totals for this appropriation include: 563.46 FTP, $62,057,600 from the General Fund, $977,900 of Dedicated Funds, and $8,813,700 of federal funds, for a total of $71,849,200. This appropriation includes carry-over authority of dedicated funds and provides exceptions to budget laws that will allow funds to be transferred between object codes for the Post-Secondary Program only. Consistent with other higher education budgets, there is no FTP cap.

FISCAL NOTE

	FTP	Gen	Ded	Fed	Total
FY 2016 Original Appropriation	523.46	56,204,600	1,441,400	9,282,800	66,928,800
Reappropriation	0.00	0	364,400	608,400	972,800
FY 2016 Total Appropriation	523.46	56,204,600	1,805,800	9,891,200	67,901,600
Noncognizable Funds and Transfers	3.27	0	0	0	0
Expenditure Adjustments	0.00	0	(364,400)	0	(364,400)
FY 2016 Estimated Expenditures	526.73	56,204,600	1,441,400	9,891,200	67,537,200
Removal of One-Time Expenditures	0.00	(1,105,200)	0	(1,114,100)	(2,219,300)
Base Adjustments	(3.27)	0	(480,000)	0	(480,000)
FY 2017 Base	523.46	55,099,400	961,400	8,777,100	64,837,900
Benefit Costs	0.00	576,000	3,100	7,300	586,400
Replacement Items	0.00	229,700	0	0	229,700

Statewide Cost Allocation	0.00	25,200	0	0	25,200
Change in Employee Compensation	0.00	920,500	6,000	13,500	940,000
27th Payroll	0.00	657,600	7,400	15,800	680,800
Nondiscretionary Adjustments	0.00	231,900	0	0	231,900
FY 2017 Program Maintenance	523.46	57,740,300	977,900	8,813,700	67,531,900
1. New Staff to Manage Workload	1.00	41,500	0	0	41,500
2. Colleague Data System - EITC	0.00	119,600	0	0	119,600
3. Course Alignment and Digital Courses	0.00	40,000	0	0	40,000
4. Postsecondary Capacity Expansion	38.00	3,791,200	0	0	3,791,200
5. Incentive-Based Funding	0.00	0	0	0	0
6. Transfer Student Accounting Functions	1.00	0	0	0	0
7. Human Resource Position - EITC	0.00	0	0	0	0
8. 27th Payroll for Group Positions	0.00	0	0	0	0
9. Ongoing Funding Ag / Nat Resources	0.00	325,000	0	0	325,000
FY 2017 Total	563.46	62,057,600	977,900	8,813,700	71,849,200
Chg from FY 2016 Orig Approp	40.00	5,853,000	(463,500)	(469,100)	4,920,400
% Chg from FY 2016 Orig Approp.	7.6%	10.4%	(32.2%)	(5.1%)	7.4%

Contact:
Paul Headlee
Budget and Policy Analysis
(208) 334-4746

LEGISLATURE OF THE STATE OF IDAHO
Sixty-third Legislature Second Regular Session - 2016

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 625

BY APPROPRIATIONS COMMITTEE

AN ACT

APPROPRIATING MONEYS TO THE DIVISION OF CAREER TECHNICAL EDUCATION FOR FISCAL YEAR 2017; EXEMPTING APPROPRIATION OBJECT TRANSFER LIMITATIONS FOR THE POSTSECONDARY PROGRAM; AND PROVIDING NON-GENERAL FUND REAPPROPRIATION FOR FISCAL YEAR 2016.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. There is hereby appropriated to the Division of Career Technical Education, the following amounts to be expended according to the designated programs and expense classes, from the listed funds for the period July 1, 2016, through June 30, 2017:

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR CAPITAL OUTLAY	FOR TRUSTEE AND BENEFIT PAYMENTS	TOTAL
I. STATE LEADERSHIP & TECHNICAL ASSISTANCE:					
FROM:					
General Fund	$2,015,000	$315,000	$11,700		$2,341,700
Federal Grant Fund	299,600	60,200	0		359,800
TOTAL	$2,314,600	$375,200	$11,700		$2,701,500
II. GENERAL PROGRAMS:					
FROM:					
General Fund				$13,984,200	$13,984,200
Hazardous Materials/Waste Enforcement Fund				67,800	67,800
Federal Grant Fund	$196,100	$14,800		5,999,700	6,210,600
TOTAL	$196,100	$14,800		$20,051,700	$20,262,600

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR CAPITAL OUTLAY	FOR TRUSTEE AND BENEFIT PAYMENTS	TOTAL
III. POSTSECONDARY PROGRAMS:					
FROM:					
General Fund	$39,795,900	$3,378,000	$1,049,500	$240,500	$44,463,900
IV. DEDICATED PROGRAMS:					
FROM:					
General Fund				$325,000	$325,000
Displaced Homemaker Fund				170,000	170,000
Quality Program Standard Incentive Grant Fund				200,000	200,000
Agriculture and Natural Resource Education Program Start-Up Fund				125,000	125,000
TOTAL				$820,000	$820,000
V. RELATED SERVICES:					
FROM:					
General Fund	$96,200	$5,700		$840,900	$942,800
Miscellaneous Revenue Fund	243,600	31,500			275,100
Seminars and Publications Fund		140,000			140,000
Federal Grant Fund	51,500	17,800		2,174,000	2,243,300
TOTAL	$391,300	$195,000		$3,014,900	$3,601,200
GRAND TOTAL	$42,697,900	$3,963,000	$1,061,200	$24,127,100	$71,849,200

SECTION 2. EXEMPTIONS FROM OBJECT TRANSFER LIMITATIONS. For fiscal year 2017, the Division of Career Technical Education, Postsecondary Program, is hereby exempted from the provisions of Section 67-3511(1) and (3), Idaho Code, allowing unlimited transfers between object codes, for all moneys appropriated to it for the period July 1, 2016, through June 30, 2017. Legislative appropriations shall not be transferred from one fund to another fund unless expressly approved by the Legislature.

SECTION 3. NON-GENERAL FUND REAPPROPRIATION AUTHORITY. There is hereby reappropriated to the Division of Career Technical Education, any unexpended and unencumbered balances of moneys categorized as dedicated funds and federal funds as appropriated for fiscal year 2016, to be used for nonrecurring expenditures, for the period July 1, 2016, through June 30, 2017.

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SUBJECT

FY 2018 Budget Development Process (Line Items)

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures Policy, Section V.B.1.

BACKGROUND/ DISCUSSION

Idaho State Board of Education (Board)-approved budget requests for FY 2018 must be submitted to the executive and legislative branches [Division of Financial Management (DFM) and Legislative Services Office (LSO)] on September 1, 2016. To meet this deadline, the Board has established a process for developing institutional requests. The first step is the establishment of line item request guidelines at the April Board meeting. The institutions then use these guidelines to develop line item requests which are evaluated by the Board at its June meeting. The final budget request including line items and maintenance of current operations items is then approved in August. As indicated, budget requests are developed in two parts as directed by the DFM/LSO Budget Development Manual: maintenance of current operations (MCO) items and line items.

MCO requests are calculated using state budget guidelines and Board policy. The Board's budget request guidelines have historically focused upon the development of line item requests, capital budget requests, special one-time requests (if any), and the timeframe for presenting and approving these requests.

A MCO request includes funding for Change in Employee Compensation (CEC), health insurance cost increases, inflationary increases for operating expenses (including utilities), and central state agency cost areas (Treasurer, Controller, etc.). These items are calculated using rates established by DFM. Other MCO items include replacement capital (i.e. equipment), and external non-discretionary adjustments such as enrollment workload adjustment (EWA) and health education contract adjustments. Although replacement capital is calculated from a capital outlay base, institutions may request for one-time replacement capital in General Funds based on the B-7 Replacement Capital form.

An MCO budget is considered the minimum to maintain operations while line items are funded for new or expanded programs, occupancy costs, and other initiatives deemed important by the Board, institution/agency, Legislature or Governor.

The capital building budget request is a separate process which flows through the Permanent Building Fund Advisory Council with funding provided by the Permanent Building Fund. Agencies and institutions seek funding for major capital projects and major maintenance projects through that process.

The proposed Board strategy for the FY2018 budget request represents a marked departure from the approach taken in the last few years in several respects.

Working in conjunction with the Governor's Office and key legislators, the Board plans to submit a single, system-wide request for a significant level of new ongoing funding to implement the first year of an Outcomes-Based Funding (OBF) model. Under the proposed OBF approach, the new appropriated dollars for this line item in FY2018 would be provided to the Office of the State Board of Education, and then distributed among the institutions based on each institution's performance in moving students successfully through the education pipeline to program completion and career readiness. Each institution would receive funding based on its proportionate share of a graduate's/completer's progress through the pipeline. When a student's educational pipeline involves multiple institutions prior to the completion of a qualifying degree or certificate, the participating institutions would receive funds from the OBF pool based on their respective value-added in moving that student to a successful outcome. A key goal of the OBF initiative is to engage all of the universities and colleges—including the community colleges—in the process, and that the process would apply to academic and career technical education programs. Work is underway, in consultation with the institutions and other stakeholders, to develop the specific allocation mechanisms and milestones ("payoff points") within the OBF pipeline, but it is anticipated that an initial distribution model will be in place for the FY2018 budget in July 2017.

The OBF approach is being presented to the Governor's Office and Legislature as a replacement for the Enrollment Workload Adjustment (EWA) process which has had spotty success and only partial funding since its inception. EWA requests were based on performance—namely, completion of credit hours—but not directly linked to successful program completion. Replacement of the EWA model with an OBF approach may still take into account completed credit hours as those hours can also be used to determine the length of various programs and can be used to measure the contributions of multiple institutions when a completer/graduate's pipeline involves more than one college/university. The Board has received consistent feedback from State policy makers that there is frustration with the current EWA model and a willingness to test an OBF approach.

In the event that the Board's proposed implementation of OBF in FY2018 is not successful in the next legislative session, the Board could submit a traditional EWA request as a back-up measure (which would be withdrawn if OBF is approved), so as not to undermine base funding at the participating institutions.

While the size of the "ask" for the first year (FY2018) implementation of OBF is still being negotiated, it is anticipated that the amount of the Board's system-wide line item request would be significant and that it would be impractical to support numerous, large line item requests from the institutions for the upcoming budget year. Therefore, the budget guideline being suggested is that institutions limit their individual line item requests to no more than two items (not counting occupancy requests), and that the total for all such institutional line item requests (not counting occupancy requests) be no higher than 5% of the institution's annual general fund appropriation. This compares to a 10% cap which was used as a budget

development guideline for FY2017. Institutions are advised that the Board is not recommending any particular categories for potential line item requests—those can be tailored to individual institutional requirements. While the Board and the institutions are required by law to report on the effectiveness/results of earlier appropriations for Complete College Idaho (CCI) initiatives, enthusiasm has waned on the part of lawmakers for the (highly variable) CCI category. Institutions are advised to give clear and precise definitions of any individual line items submitted, and to continue to follow earlier DFM guidance that any line item requests with multiple elements be prioritized, scalable, and described in clear layman's language.

IMPACT

Historically, the Board has approved line items categories at two levels: system-wide and at the institution-specific level. The suggested guidelines will lead to a single system-wide request by the Board to support the OBF initiative, and limit Board support for individual institution line item requests to no more than two per institution with a combined cap of no more than 5% of the requesting institution's FY2017 General Fund appropriation. Note: The approximate value of appropriations for the college/university line items in FY2017 was 3%.

STAFF COMMENTS AND RECOMMENDATIONS

At the April 1st meeting of the Business Affairs and Human Resources (BAHR) Committee, the committee discussed FY 2018 budget line item categories with the institutions' vice presidents for finance and the budget directors. The Presidents Council met on April 5th and discussed line items as part of their agenda. The guidelines recommended for the FY2018 budget request, coupled with early and continuing coordination with the Governor's Office and other key stakeholders, will support the Board's efforts to increase ongoing funding for the colleges and universities as they strive to meet Idaho's strategic goals for 2020 and beyond, with the OBF proposal representing one element in that overall effort. Staff recommends approval.

BOARD ACTION

I move to direct the college and universities to limit any Fiscal Year 2018 budget line items requests to those which will measurably support implementation of the Board's strategic plan. Institutions may request up to two (2) line items in priority order, the total value of which shall not exceed five percent (5%) of an institution's FY2017 total General Fund appropriation. Any requests for occupancy costs will not count towards the two line items or the 5% cap.

Moved by_____ Seconded by_____ Carried Yes____ No____

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BOISE STATE UNIVERSITY

SUBJECT

Boise State University (BSU) Bookstore Lease in City Center Plaza

REFERENCE

June 2014	Idaho State Board of Education (Board) approved City Center Lease/Purchase Agreement
October 2015	Board approved purchase of tenant improvements
February 2016	Board approved purchase of City Center Condos

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.2

BACKGROUND/DISCUSSION

In February 2016 the Board approved BSU's acquisition of condominiums in the City Center Plaza ("City Center") project to house offices, classrooms and related spaces for BSU's Computer Science program. The project is expected to be completed and ready for occupancy before the start of fall 2016 semester. BSU's condominiums include portions of the first floor, through third floors of the building.

Adjacent to BSU's first floor condo and the building entrance is a 2,900 square foot leasable space known as Retail C/Suite 160. BSU currently operates a Bronco Shop in downtown Boise, in the development commonly known as BoDo. The current lease expires in May 2017. BSU wishes to non-renew the current lease and relocate the Bronco Shop to the new Retail C space. Retail C is larger than the current space and will allow for placement of more products and services, including a retail pod food service unit for the sale of prepackaged food items prepared off-site.

The State of Idaho Division of Public Works (DPW) has been engaged to procure the lease and will utilize the standard State of Idaho Facility Lease Agreement. BSU has performed a breakeven analysis and pro forma projections which support this initiative.

IMPACT

The Retail C space will not exceed 2,900 gross square feet. The lease rate is $25 per foot, per year, with 3 percent annual escalations, including extension options. The lease rate is triple net with additional lease costs based on the pro-rata common area costs including tenant-in-common utilities, insurance, management and maintenance. These costs are estimated at $5 per foot, per year and change based on actual cost increases or decreases each year. The base term of the lease

is eight years, with four, five-year extension options, at the discretion of BSU. The following table indicates the annual base lease cost:

Facility Size (gsf)	2900
Base Lease Rate	$ 25.00
Annual Escalation	3%

Lease Year	Base Lease Cost
1	$ 72,500
2	$ 74,675
3	$ 76,915
4	$ 79,223
5	$ 81,599
6	$ 84,047
7	$ 86,569
8	$ 89,166

It should be noted that the lease costs above could be netted against the lease savings realized by non-renewing the Bronco Shop lease in BoDo. Over the next eight years, the BoDo lease would have an average annual base lease cost of $20,000. The actual increase in lease costs for our Bookstore system is $20,000 per year less than the amount indicated in the table. The new lease cost is higher than the current lease cost in BoDo because 1) our current leased footage in BoDo is less than half the size of Retail C in City Center, 2) the BoDo lease was renewed without tenant improvement dollars, whereas the City Center lease rates provide for $150,000 in tenant improvement allowance, and 3) the location for Retail C is in a more desirable location and as such commands a higher lease rate.

In addition to the lease costs, BSU will, under its own authority, and in conjunction with DPW, procure the design and construction of tenant improvements to the space, at an estimated cost of $200,000. Of that amount, approximately $150,000 will be refunded by the Landlord as a tenant improvement allowance after completion of construction obligations as set forth in Attachment 2 “Exhibit C.”

The source of funds for the lease will be revenues from BSU’s Bookstores and Bronco Shops. No student fees or debt will be used.

ATTACHMENTS

Attachment 1 - Letter of Intent for Facility Lease and Site Plan Page 5
Attachment 2 - Exhibit C, Landlord and Tenant Construction Obligations Page 9

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of proposed lease arrangements.

BOARD ACTION

I move to authorize Boise State University to enter into a lease arrangement for the "Retail C" space within the City Center Plaza in substantial conformance with the provisions outlined in Attachment 1 and Attachment 2, in coordination with the Idaho Division of Public Works.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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BOISE STATE UNIVERSITY
UNIVERSITY FINANCIAL SERVICES
Treasury and Real Estate

Non-Binding Letter of Intent

Date	February 12th 2016
Landlord	CITY CENTER PLAZA RETAIL, LLC
Tenant	IDAHO STATE BOARD OF EDUCATION BY AND THROUGH BOISE STATE UNIVERSITY
Leased Premises	2600-2900 useable square feet and not to exceed 2900 rentable square feet in Suite 160 (Retail C) of City Center Plaza, provided however, that Tenant shall lease the entirety of Suite 160 (Retail C). No future re-measurement of the space will result in the rentable area of the Leased Premises being greater than 2,900 square feet
Lease Rate	$25 per leaseable foot, NNN per year, paid monthly A 3% reduction to the lease payment will be provided if the Tennant elects to make the lease payment in one annual payment at the beginning of each lease year So long as tenant is exempt from property taxes, no property taxes will be charged to Tenant, Landlord has the responsibility to apply for the property tax reduction and Tenant shall cooperate with Landlord in obtaining such relief. Tenant will not use and will therefore be excluded from any costs or charges related to the grease collection, containment and exhaust system. Should the Tenant desire to connect to and use the system at a later date, Tenant will be subject to the standard cost share in common with other tenants of the project
Lease Duration Increases Options to extend	Lease Commencement Date shall be 90 days after delivery of Premises. Initial term shall be 8 years with 4, 5-year tenant renewal options. Lease rate shall increase by 3% per year for the initial term of the Lease and shall escalate at such rate during all such renewal options.
Tenant Improvements	Landlord will pay to Tenant the sum of $150,000 upon the earlier of Tenant's completion of tenant improvements or 90 days after the delivery of Premises. Tenant, at tenant's sole cost and effort shall design and construct the tenant improvements. Following completion of Landlord's work, as described in Exhibit C, Landlord will deliver the premises to Tenant for the purposes of

ATTACHMENT 1

	Tenant's construction of Tenant Improvements. Landlord shall provide the premises to the Tenant, "rent free" for a period no less than 90 days
Use	Tenant intends to operate a University Bookstore and Spirit Store selling books, supplies and apparel and gifts and other items as would be commonly found in a University bookstore. Space will also include limited foodservice. Foodservice will be limited to self-service kiosk food, such as a C-store. No food preparation will occur on-site, no connections to plumbing or grease trap required. Food will be prepared and packaged off site. Exhibit B is a concept of the current idea, but is subject to change Tenant may use all or part of the premises for office space and may in the future change use to other uses not prohibited by the lease agreement
Exclusive Use Non-compete	Landlord will not allow direct competitors to lease and operate in the Clearwater Building, Tenant acknowledges that Landlord's affiliate, presently has in place a lease with Deli on the Grove in the US Bank Plaza. Tenant will be given the exclusive right in the project to the categories of: Bookstore, University Gifts and Apparel, Collegiate Apparel, Convenience store
Signage	Tenant's signage shallbe the maximum allowable signage consistent with Landlord's previously approved master sign plan for the Centre Building and Clearwater Building, subject to government approval. Retail tenants within City Center Plaza have been granted the right to locate on the Project Blade signs on Main Street and Capitol Boulevard, and the right to individual tenant projecting signs adjacent to the Leased Premises. Tenant shall not have any further right to signage on the Building and Landlord shall have no obligation to seek modification to the approved master sign plan.
Other Terms and Conditions	Lease agreement will be coordinated through the Idaho Department of Public Works, and will use the the form of Lease that BSU and Landlord's affiliate City Center Plaza Education, LLC, previously executed for the Clearwater Building. Lease maybe subject to the approval of the Idaho State Board of Education and Permanent Building Fund Advisory Council This is a letter of intent and is non-binding on either party Tenant has elected to not use a broker or other representation. Any amounts payable to any agents or brokers are the responsibility of the Landlord.

ATTACHMENT 1

Site Plan



ATTACHMENT 1

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ATTACHMENT 2

EXHIBIT "C"

CONSTRUCTION AND/OR FINISHING OF IMPROVEMENTS TO LEASED PREMISES

In accordance with the provisions of the body of the Lease to which this Exhibit "C" is attached, the improvements to the Leased Premises shall be constructed and/or finished (as the case may be) in the manner described, and upon all of the terms and conditions contained in the following portion of this Exhibit "C". The obligations to construct the Leased Premises in this Exhibit "C".

I. **GENERAL DESCRIPTION OF WORK**:

A. **LANDLORD'S CONSTRUCTION OBLIGATION**: "Landlord's Construction Obligation" respecting improvements to the Leased Premises shall consist of the following described items or elements of work (where more than one type of material, structure, or method is indicated, Landlord shall have the option of selecting or employing any thereof):

1. **STRUCTURAL**:

(a) Frame: The building shall be of steel or concrete frame, reinforced concrete, or bearing wall construction designed in accordance with the applicable building code.

(b) Exterior Walls: Insulated exterior walls of the building shall be of masonry, concrete, or such other material(s) as may be selected by Landlord's architect.

(c) Floor: Floor shall be of concrete slab.

2. **BASE BUILDING**: Landlord shall provide Tenant the following as part of the base building shell: landscaping, site identification, toilets, stairwells, elevators, mechanical rooms, and janitorial closets on Leased Premises floors.

3. **UTILITIES**:

(a) Water and Sewer: Water and sewer service shall be furnished to the toilet rooms on the floors of the Leased Premises.

(b) Electricity: Electrical service shall be provided to a main distribution panel in an electrical room on each floor of the Clearwater Building.

4. **HEATING, AIR CONDITIONING, AND SPRINKLERS**:

(a) Air Conditioning and Heating: HVAC trunk lines shall be provided to the floor area. No distribution or controls shall be provided by Landlord, however, Tenant shall be required to install HVAC distribution and base building controls as designated and selected by Landlord as part of Tenant's Construction Obligations defined below. A 100% outside air duct loop for minimum outside air per ASHRAE 62.1 shall be provided by Landlord for the retail and dining areas. A general exhaust duct for toilet rooms will be stubbed into each tenant space by Landlord. Grease duct will be provided for Tenant and will be stubbed into Leased Premises and subbed out on the roof by Landlord. Final termination of grease duct to kitchen equipment and to exhaust fans will be provided by Tenant as part of Tenant's Construction Obligations, including to curbs and electrical conduit and connections. Dishwasher exhaust shall be provided by Tenant and shall be stubbed out the side of the Leased Premises. Kitchen make-up air shall be installed in the Leased Premises, drawn in from the side of the Leased Premises and connected to the kitchen hoods and area by Tenant as part of Tenant's Construction Obligations.

(b) Sprinklers: Automatic sprinkler system, if and to the extent required by the applicable code, shall be installed in the Clearwater Building.

5. **ADDITIONAL CRITERIA FOR LEASED PREMISES**:

(a) Natural Gas: Landlord will provide a standing riser pipe and gas manifold capable of 1350 CFH. Tenant is required run line to Leased Premises and to initiate service.

(b) Water: Landlord will provide a 1 1/4" domestic water supply to the tenant space with a minimum 70 psi residual pressure. The Tenant shall pay for any WAC fees applicable to restaurant portion of the improvements.

(c) Sanitary Waste: Provide a 4"sanitary sewer, gravity flow system in the tenant space. The Tenant shall pay any SAC fees applicable to the restaurant portion of improvements.

(d) Electrical: Landlord will provide the buildings main disconnect panel. Tenant is required to supply conductor and distribution panel. Tenant is required to initiate service.

(e) Fire Protection: Tenant is responsible to make any necessary changes to the sprinklers as set forth in section I(A)(4)(b) above, in accordance with local and national fire codes modified to the Tenant's space plan.

(f) Doors: Landlord will provide two 3'-0" x 7'-0" aluminum framed glass storefront entrance doors.

(g) Floor: Tenant acknowledges that the floor of the Leased Premises is the roof of the condominium unit that is the transit center located beneath the Leased Premises. Installation of all plumbing requiring a penetration in the floor shall be coordinated with Landlord so as to be consistent with the mechanical, electrical, and plumbing systems that are located within transit center condominium unit.

(h) Grease Collection, Containment, and Exhaust: The Leased Premises will be served by a combined 4,000 gallon grease trap that will be utilized in common with the other tenants in the Project. Landlord will provide a six inch (6") grease line to the Leased Premises. Landlord will provide a grease duct to Lease Premises only. Tenant shall be responsible for the grease exhaust system on roof as well as final hook ups thereto within Leased Premises.

(i) Garbage: Landlord is providing a combined garbage room with access from an elevator from the first floor in the Clearwater Building to the garbage room within the transit center.

B. **TENANT'S CONSTRUCTION OBLIGATION**: The work to be performed by Landlord in satisfying its obligations respecting construction improvements to the Leased Premises shall be limited to that described in the foregoing Section. All other items or elements of work shall be provided by Tenant at Tenant's expense. Such other work shall constitute "Tenant's Construction Obligations" respecting improvements to the Leased Premises and shall include, but not necessarily be limited to, the purchase, installation, and/or performance (as the case may be) of the following described items or elements of work:

1. Electric Fixtures and Equipment: Tenant shall be responsible for all electrical work and distribution from the main distribution panel, including conduit, provided by Landlord in the electrical room on each floor of the Building as set forth above in Section A.3(b). Tenant shall be obligated to install its own distribution panel within the Leased Premises. Tenant shall be obligated to install metering devices compatible to the Building electrical controls.

2. Telephone: All arrangements for telephone service and all conduits for telephone wires in the Leased Premises including, but not limited to, conduits, wires, boxes, and head-in equipment.

3. Utility Meters: All meters necessary to separately measure electricity consumption in the Leased Premises, and if separately provided by Landlord, then all meters necessary to separately measure water and gas consumption in the Leased Premises.

4. Walls: All interior partitioning and drywall on all party walls or the walls surrounding the Leased Premises, including the interior of the exterior wall of the Building.

5. Doors: All interior doors and door frames, sidelights, signage, and hardware, all of which shall be a Building standard as directed by Landlord.

6. Floor Covering: All floor covering and floor materials other than concrete.

7. Security and Alarm System: Any systems or other protective devices including by not limited to alarm, fire, and security systems. Any alarm and security systems to be installed shall be the system designated by Landlord from the Landlord specified vendor.

8. Demising Walls: Demising walls (i.e., walls dividing the Leased Premises for areas, if any, in the same building occupied by other lessees) shall be of steel stud or masonry.

9. Special Plumbing and Water Heater: All extra plumbing (either roughing-in or fixtures) required for Tenant's special needs and any water heater required.

10. Special Ventilation: All ventilation and related equipment not installed under Landlord's Construction Obligation, with the exception of the grease duct only, which will be installed by Landlord.

11. Special Equipment: All special equipment such as conveyors, lifts, etc.

12. Painting: All interior painting.

13. Ceiling: All ceiling installation and treatments.

14. Heating and Air Conditioning: All ducting distribution and controls including but not limited to, VAV boxes, exhaust fans, heating and cooling boxes, and/or Tenant specialty items. Tenant shall install any supplemental controls and systems required to support tenant functions beyond the base finish for the building and its designed load as set forth in Section IV below. All heating, ventilation, and air conditioning controls installed by Tenant shall be compatible to Building heating, ventilation, and air conditioning controls. Notwithstanding the foregoing, Tenant shall solely install those distribution and controls as designated and selected by Landlord.

15. Sprinklers: Tenant shall be responsible to modify the Building automatic sprinkler system and to install and/or modify sprinklers in the Leased

Premises, if and to the extent required by the applicable code, in order to complete Tenant's Construction Obligations.

II. **PLANS**

A. **LANDLORD'S PLANS**: To the extent that the same has not heretofore occurred, Landlord shall furnish, construct and install the items and elements comprising Landlord's Construction Obligation substantially in accordance with the plans, specifications, and working drawings applicable thereto (hereinafter referred to as "Landlord's Plans") prepared by the architectural firm of Babcock Design Group as Landlord's Plans may be changed or modified from time to time.

B. **TENANT'S PLANS**: Landlord and Tenant shall collaborate in preparation of complete plans and specifications (hereinafter referred to as "Tenant's Plans") detailing the item and elements comprising Landlord's Construction Obligation and Tenant's Plans. Tenant shall pay all costs associated with design and shall reimburse Landlord's designated architect, Babcock Design Group for all costs associated with coordinating Tenant's Plans with Landlord's Plans and Tenant's Construction Obligations with Landlord's Construction Obligation. Tenant shall then proceed promptly to prepare Tenant's Plans and shall submit the Tenant's Plans to Landlord for written approval (not to be unreasonably withheld.) The approval by Landlord of Tenant's plans for work to be performed on the Leased Premises, whether by Landlord or Tenant, shall in no way create any responsibility or liability on the part of Landlord for their completeness, design sufficiency or compliance with any and all laws, rules and regulations of federal, state, county and municipal agencies or authorities. Any objections by Landlord and the reason therefore shall be given to Tenant's Plans as proposed. If Tenant fails within forty-five (45) days after receiving the necessary information from Landlord to furnish to Landlord Tenant's Plans as proposed, Landlord shall have the right to terminate the Lease upon written notice to Tenant (without prejudice to any right Landlord may have against Tenant for damages arising out of Tenant's failure).

III. **CONSTRUCTION**

A. **COMPLETION BY LANDLORD**: All of the items or elements of work entering into Landlord's Construction Obligation shall be furnished, constructed, and installed substantially in accordance with those portions of Tenant's Plans applicable thereto. Tenant agrees that by entering into possession of the Leased Premises pursuant to the following Section B, Tenant will have thereby accepted all of the construction work performed by Landlord and will have thereby accepted the Leased Premises in their then condition and hereby waives any claim against Landlord thereafter arising out of the condition of improvements to the Leased Premises, the Clearwater Building, the Common Areas, or the Improvements. Landlord shall not be liable for any latent, patent, or observable defects in such improvements after such acceptance by Tenant. Landlord does, however, warrant the work performed hereunder by Landlord against latent defects

discovered at any time during the one (1) year period following the time of such acceptance by Tenant.

B. **CONSTRUCTION BY TENANT**: Following the date that Landlord notifies Tenant that Tenant's Construction Obligations can commence, specifically the date upon which the structural elements and the HVAC trunk lines required under Landlord's Construction Obligation are completed and Tenant's Construction Obligations can be undertaken without unreasonable interference with the completion of Landlord's Construction Obligation, Tenant shall promptly commence and thereafter shall diligently pursue to completion all of the matters entering into Tenant's Construction Obligations and such matters shall be performed or accomplished in accordance with the applicable law, in a good and workmanlike manner, by contractors approved in writing by Landlord, and in such manner as to maintain harmonious and suitable labor relations and working conditions. Tenant shall timely obtain all licenses or permits required for the work performed by Tenant.

Tenant shall, at Landlord's request, furnish Landlord with a bond or bonds assuring payment to all those furnishing labor, materials, or services in connection with Tenant's Construction Obligations. Any work or change that Tenant desires to accomplish and which is not reflected by Tenant's Plans shall be subject to Landlord's prior written approval (not to be unreasonably withheld). Upon completion of Tenant's Construction Obligations, Tenant shall furnish to Landlord a complete set of "as built" plans and specifications for the items and elements entering into Tenant's Construction Obligations.

C. **INTERRELATIONSHIP OF WORK**: In performing the Tenant's Construction Obligations, Tenant shall comply with all directions of Landlord or Landlord's contractor so as to coordinate its construction activities with those being pursued by others (whether on the Leased Premises or elsewhere in the Clearwater Building, and whether by Landlord or by other tenants). Any improvements or items of equipment installed by Tenant which are to be visible from outside of the Leased Premises shall be finish painted by Tenant in accordance with Landlord's standard paint schedule. All work performed by Tenant shall leave Landlord's structure as strong or stronger than original design and with finishes unimpaired. Any roofing or flashing work accomplished by Tenant shall conform to original work and shall be performed at Tenant's expense by Landlord's roofing subcontractor who installed the original roof. Either party hereto may examine and inspect the work of the other at any reasonable time and shall promptly give notice of any observed defects.

1. **ROOF PENETRATIONS**: Tenant agrees that neither it nor its contractors or employees will, during the construction of the Leased Premises or at any time during the term of this Lease, make or cause to be made in the roof of the Leased Premises any penetration whatsoever without first obtaining the prior written approval from Landlord. Tenant acknowledges that Landlord may require Tenant to use Landlord's designated roofing contractor to perform or supervise any roof cuts or penetrations to which Landlord may agree or give its consent.

In the event Tenant fails to observe this condition, Landlord may hire a roofing contractor of its choice to inspect any penetrations in the roofing material over the Leased Premises and to perform any needed modifications or corrections to the roof surface or its components in order to preserve the integrity of the roof structure. Landlord may bill Tenant for the expenses of any such roof inspection and/or repairs, plus a 20% overhead fee for such work. Tenant agrees to pay for said inspection and/or repairs immediately upon presentation of said invoice.

2. **HEATING/VENTILATING/AIR CONDITIONING DISTRIBUTION AND CONTROL WORK**: In order to insure that the rooftop mechanical equipment, originally provided by Landlord, will work efficiently and effectively to provide the specified heating, ventilating and/or cooling to the Leased Premises, Tenant agrees and covenants that prior to its installation of any duct work, distribution equipment, controls or other related components of the mechanical system, it will first obtain from Landlord or from Landlord's designated mechanical contractor, written approval of its plans for same.

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. All fees of Tenant's architect or engineer shall be paid by Tenant. 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:

(a) All items of work specifically listed or implied under Tenant's Construction Obligations shall be certified complete by Tenant;

(b) All final invoices with the necessary certification shall be forwarded to the Landlord for consideration and payment;

(c) If such work is found to be complete as certified, Landlord shall remit to Tenant, a total amount due within thirty (30) days.

(d) Landlord shall not be obligated to remit any payment prior to its receipt of the following documents: (i) a Certificate of Occupancy from the municipality involved, (ii) a signed copy of Exhibit "E" of this Lease or an equivalent document provided by Landlord and, if required by lender to authorize release of any funds to Tenant, a signed copy of Exhibit "D" of this Lease, (iii) a copy of insurance certificates evidencing the insurance required to be maintained by Tenant pursuant to Section 10 of this Lease, and (iv) all copies of necessary lien waivers involved with any general or subcontractors involved with Tenant's Construction Obligations.

(e) No default or event which with the giving of notice or passage of time or both would constitute a default under the Lease shall exist.

Notwithstanding the foregoing to the contrary, all expenses arising by reason of Tenant's Construction Obligations in excess of the Tenant Finish Allowance shall be borne exclusively by Tenant. No personal property shall be included as part of the Tenant Finish Allowance.

IV. BUILDING STANDARD FINISHES

The "Building Standard Finishes" provided as part of the Landlord's Construction Obligation is defined to include all structural elements of the Building, elevator systems, restrooms, fire exit stairways, electrical risers, telephone risers, plumbing risers, sprinkler systems, ventilation and cooling, air distribution system, insulated high-pressure duct loop, janitorial closets, floor telephone closets, and floor electrical closets.

Landlord shall provide the following Building Standard Finishes for the Building and the Premises. The list includes:

1. The primary and secondary electrical, mechanical, fire protection, and life-safety system distribution in accordance with the Base Building design which complies with the local building code and other requirements of governmental agencies, including ADA, having jurisdiction over the Building for unoccupied office space in shell condition.
2. Building structural system consists of wide flange steel structural beam system with a composite concrete floor.
3. Building core area men's and women's toilet rooms, which meets all fire, life safety, ADA requirements, and other applicable codes.
4. Drinking fountains (HDCP accessible) at Building core per floor.
5. Code-compliant floor electrical/telephone and janitorial closets.
6. The electrical power is provided at 6.8 watts connected per rentable square foot, connected for tenant use, exclusive of the buildings HVAC system. The electrical includes lighting panels, transformer, distribution equipment and provisions for four (4) 208/120 volt tenant power panel connections at the floor.
7. Building-standard elevator lobby and related improvements.
8. High-speed electric traction elevators with eight-foot zero-inch elevator cabs (2 passenger cabs and 1 service sized cab) with seven-foot zero-inch high doors that serve the Building.
9. Building stairways (painted) as required by code with concrete filled stair treads and painted steel risers.
10. Sheetrock corridors, core area walls, and core corridor walls shall be taped, textured, and painted.
11. All base building mechanical equipment are included in the building mechanical penthouse. Supplemental mechanical equipment to support tenant functions shall be included in the tenant space as a tenant improvement and not part of the base finish for the building.

12. The base building heating and air conditioning system ("HVAC") complies with the state and local building codes, the standards established by the American Society of Heating, Refrigeration, and Air Condition Engineers (ASHRAE) for high-rise office buildings, or standards customarily adopted for class A buildings. Primary HVAC mechanical equipment (VRT, cooling towers, air-handling units, etc. or equivalent) and duct supply & return risers and distribution from the mechanical equipment room through the floor distribution loop. Supply ducts will be extended from the air handler into the premises in the office areas and looped around each floor to supply conditioned air to the tenant provided ductwork. All ductwork and piping for the tenant's improvements are to be installed "high and tight" against the structural members to allow temperature controls, balancing, and testing. Supplemental HVAC and electrical equipment and systems beyond the loads set forth below to support tenant functions shall be included in the tenant space as a tenant improvement and not part of the base finish for the building:
    - Occupancy Load: Average of one person per 125 rentable square feet.
    - Lighting load: 1.0 watt/sq. ft. to space.
    - Office equipment load: 2.25 watt/sq.ft. to space. Completion of the HVAC finish including, but not limited to, VAV(R) terminal unit low pressure ductwork, dampers, grills, diffusers, temperature controls, testing, and balancing as well as stand alone air-conditioning are at tenant's sole cost and expense.
13. A minimum of 1.0 CFM/RSF average of primary supply air @ 55ºF shall be provided to the premises.
14. The ventilation for the Premises shall be ASHRAE 62-2007 (or current) compliant.
15. Complete HVAC systems servicing all common areas of the Building (including, without limitation, restrooms and elevator lobbies on Tenant's floors) are provided as part of the Base Building.
16. Floor loads shall be per applicable codes and Base Building standards throughout with a minimum superimposed floor loading capacity of 80 pounds per square foot in all Tenant areas in addition to inherent structural dead loads.
17. Average floor-to-floor height of 14-feet.
18. Average ceiling height of nine-feet in all Tenant areas, with exception of First Floor.
19. All plumbing riser-lines are in the floor core area.
20. Domestic hot and cold water shall be provided at all restrooms in the Building core.
21. Waste, vent and domestic cold water connects for tenant use will be stubbed into the tenant space at a minimum of two locations per typical floor.
22. Fire and life safety system shall be installed per applicable building codes. Installation of the fire sprinkler system includes a building fire pump, risers, control valves and main distribution loop. Installed sprinklers are limited to building core areas, penthouse, and code required coverage for an unoccupied tenant space.

ATTACHMENT 2

23. Fire alarm / communication systems shall be installed per applicable building codes including fire alarm system, fire extinguishers, exit lights and emergency circuiting. Fire alarm devices and life safety equipment installed shall be limited to building core areas and code required coverage for unoccupied tenant space.
24. Landlord shall be responsible to construct the Building and any common areas to meet ADA requirements.
25. A standby electrical generator is provided to meet life-safety requirements. Any required generator for tenant use, including data or server equipment is a tenant improvement and not part of the base finish for the building.

BOISE STATE UNIVERSITY

SUBJECT

Authorization for Issuance of 2016 Refunding Bonds

REFERENCE

April 2015	Idaho State Board of Education (Board) approved issuance of 2015 refunding bonds

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.F.
Idaho Code §33-3804, Idaho Code

BACKGROUND/DISCUSSION

Boise State University (BSU) requests the Idaho State Board of Education's (Board)'s approval to issue up to $_____ in refunding bonds (Series 2016A Bonds), pursuant to a Supplemental Bond Resolution.

BSU periodically reviews outstanding bond issues to assess whether market conditions warrant refinancing to take advantage of lower interest rates. BSU intends to refund all or portions of the Series 2007A, 2009A Bonds, which result in an aggregate net present value savings of at least three (3) percent.

Principal Amount

Approximately $_____

Maturities

To be determined the day of pricing.

Interest Rates

To be determined the day of pricing.

Source of Security

General Revenue pledge of BSU, excluding appropriated funds, grants, contract revenues and restricted gifts.

Ratings

Rating agency updates were conducted the week of March 24, 2016 in anticipation of the 2016A issuance. BSU's current ratings are

_____ as determined by Moody's Investor Service and Standard and Poor's respectively (see Attachments 4 and 5).

Documents to be Provided at the Board Meeting

BSU will provide the following at the Board meeting:

1) Final Supplemental Bond Resolution providing authority to price bonds to the extent aggregate net present value savings exceed 3 percent.

Bonds may be priced on the 14th day of April, 2016 or on a later date, dependent on market conditions. Agenda consideration after 2:00 pm MT is requested.

IMPACT

Interest rates have reached levels that would enable BSU to advance refund portions of multiple series of outstanding bonds totaling $_____ million that will generate a net present value debt service savings of at least 3 percent.

BSU's debt service ratio after the 2016A issuance is estimated to be _____ percent for the fiscal year 2017. In the event that market conditions are no longer favorable, no refunding bonds will be issued.

ATTACHMENTS

Attachment 1 – Draft Preliminary Official Statement Page 5
Attachment 2 – Draft Supplemental Bond Resolution Page 57
Attachment 3 – Draft Bond Purchase Agreement Page 83
Attachment 4 – Debt Service Projection Page 107
Attachment 5 – Moody's 2016A Rating Report Page 109
Attachment 6 – Standard & Poor's 2016 Rating Report Page 117

STAFF COMMENTS AND RECOMMENDATIONS

The proposed issuance of refunding bonds is estimated to generate debt service savings of at least 3%, and therefore complies with Board Policy Section V.F.4.b.vi.1) which directs institutions to consider refunding opportunities for outstanding debt when the net present value savings are positive. The bonds will be secured by pledged revenues from student fees, sales and services, facility and administration (indirect) funds, and other miscellaneous sources. Staff recommends approval of the attached Supplemental Resolution. Board Policy Section V.F.1. requires that Board action be taken by formal resolution with a majority roll call vote.

BOARD ACTION

I move to approve a Supplemental Resolution for the Boise State University Series 2016A Bonds, the title of which is as follows:

A SUPPLEMENTAL RESOLUTION of the Board of Trustees of Boise State University authorizing the issuance of General Revenue Refunding Bonds, Series 2016A, delegating authority to approve the terms and provisions of the Bonds, in the principal amount of up to $_____; authorizing the execution and delivery of a Bond Purchase Agreement upon sale of the Bonds, and providing for other matters relating to the authorization, issuance, sale and payment of the Series 2016A Bonds.

Roll call vote is required.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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New Issue—Book Entry Only

MOODY'S RATING: [ ]
S&P RATING: [ ]
See "RATINGS" herein

In the opinion of Hawley Troxell Ennis & Hawley LLP, Bond Counsel, assuming continuous compliance with certain covenants described herein: (i) interest on the 2016A Bonds is excluded from gross income under federal income tax laws pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of the 2016A Bonds (the "Tax Code"); (ii) interest on the 2016A Bonds is excluded from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code except that such interest is required to be included in calculating the "adjusted current earnings" adjustment applicable to corporations for purposes of computing the alternative minimum taxable income of corporations; and (iii) interest on the 2016A Bonds is excluded from gross income for purposes of income taxation by the State of Idaho. See "TAX MATTERS-- 2016A Bonds*."*

BOISE STATE UNIVERSITY

**$_____*
BOISE STATE UNIVERSITY
GENERAL REVENUE REFUNDING BONDS,
SERIES 2016A**

Dated: Date of Delivery **Due: April 1, as shown on the inside cover**

The above captioned Boise State University General Revenue Refunding Bonds, Series 2016A in the aggregate principal amount of $_____* (the "2016A Bonds"), will be issued by Boise State University (the "University") pursuant to a Master Resolution adopted by the Board of Trustees of the University on September 17, 1992, as supplemented and amended, including a Supplemental Resolution to be adopted on April ___, 2016.

The proceeds of the 2016A Bonds will be used (i) to refund certain of the University's outstanding bonds solely for debt service savings (the "Refunding Project") and (ii) to pay costs of issuing the 2016A Bonds. The 2016A Bonds are initially issuable in book-entry form only through The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Interest on the 2016A Bonds is payable on each April 1 and October 1, commencing October 1, 2016. The 2016A Bonds are subject to optional and mandatory sinking fund redemption as described herein. The 2016A Bonds are payable solely from and secured solely by the Pledged Revenues, which include certain student fees, enterprise revenues and interest earnings on University funds and accounts. See "SECURITY FOR THE 2016A BONDS" herein.

THE 2016A BONDS SHALL BE EXCLUSIVELY OBLIGATIONS OF THE UNIVERSITY, PAYABLE ONLY IN ACCORDANCE WITH THE TERMS THEREOF, AND SHALL NOT BE OBLIGATIONS, GENERAL, SPECIAL OR OTHERWISE, OF THE STATE OF IDAHO. THE 2016A BONDS SHALL NOT CONSTITUTE A DEBT–LEGAL, MORAL OR OTHERWISE–OF THE STATE OF IDAHO, AND SHALL NOT BE ENFORCEABLE AGAINST THE STATE, NOR SHALL PAYMENT THEREOF BE ENFORCEABLE OUT OF ANY FUNDS OF THE UNIVERSITY OTHER THAN THE INCOME AND REVENUES PLEDGED AND ASSIGNED TO, OR IN TRUST FOR THE BENEFIT OF, THE HOLDERS OF THE 2016A BONDS. THE UNIVERSITY IS NOT AUTHORIZED TO LEVY OR COLLECT ANY TAXES OR ASSESSMENTS, OTHER THAN THE PLEDGED REVENUES DESCRIBED HEREIN, TO PAY THE 2016A BONDS. THE UNIVERSITY HAS NO TAXING POWER.

See Inside Cover for Maturity Schedule

The 2016A Bonds are offered when, as and if issued and received by the Underwriter, subject to the approval of legality by Hawley Troxell Ennis & Hawley LLP, Bond Counsel, and certain other conditions. Certain matters will be passed on for the University by its Office of General Counsel, and for the Underwriter by its legal counsel, Foster Pepper PLLC, and by Hawley Troxell Ennis & Hawley LLP, in its capacity as disclosure counsel to the University. It is expected that the 2016A Bonds will be available for delivery through the facilities of DTC on or about April ___, 2016.

BARCLAYS

BOISE STATE UNIVERSITY

$_____*

GENERAL REVENUE REFUNDING BONDS,

SERIES 2016A

DUE APRIL 1	PRINCIPAL AMOUNT $	INTEREST RATE %	YIELD %	CUSIP NO.**

* Preliminary; subject to change.

** CUSIP data contained herein is provided by Standard & Poor's, CUSIP Service Bureau, a division of The McGraw Hill Companies, Inc. CUSIP numbers have been assigned by an independent company not affiliated with the University or the Underwriter, and are included solely for the convenience of the holders of the 2016A Bonds. Neither the University nor the Underwriter is responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the 2016A Bonds or as indicated above.

THE IDAHO STATE BOARD OF EDUCATION

AND BOARD OF TRUSTEES OF BOISE STATE UNIVERSITY

Don Soltman, President	Emma Atchley, Vice President
Bill Goesling, Secretary	Linda Clark
Richard Westerberg	David Hill
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Stacy M. Pearson, MPA, CPA—Bursar and Vice President for Finance and Administration

Leslie J. Webb, Ph.D.—Interim Vice President for Student Affairs and Enrollment Management

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GENERAL INFORMATION

No dealer, broker, salesperson or other person has been authorized by the Board, the University or the Underwriter to give any information or to make any representations with respect to the 2016A Bonds, other than as contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by the Board, the University or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy the 2016A Bonds, nor shall there be any sale of the 2016A Bonds by any person, in any jurisdiction in which it is unlawful for such persons to make such offer, solicitation or sale.

The information set forth herein has been furnished by the University, the Board, DTC and certain other sources that the University believes to be reliable, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriter. The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the University or any other person or entity discussed herein since the date hereof.

In connection with this offering, the Underwriter may over-allot or effect transactions that stabilize or maintain the market price of the 2016A Bonds at levels above that which might otherwise prevail in the open market. Such stabilization, if commenced, may be discontinued at any time.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

This Official Statement contains "forward-looking statements" that are based upon the University's current expectations and its projections about future events. When used in this Official Statement, the words "project," "estimate," "intend," "expect," "scheduled," "pro forma" and similar words identify forward-looking statements. Forward-looking statements are subject to known and unknown risks, uncertainties and factors that are outside of the control of the University. Actual results could differ materially from those contemplated by the forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. The University has no plans to issue any updates or revise these forward-looking statements based on future events.

The Preliminary Official Statement has been "deemed final" by the University, pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, except for information which is permitted to be excluded from this Preliminary Official Statement under said Rule 15c2-12.

PRELIMINARY OFFICIAL STATEMENT

BOISE STATE UNIVERSITY

$_____* GENERAL REVENUE REFUNDING BONDS SERIES 2016A Bonds

INTRODUCTION

GENERAL

This Official Statement, including the cover page, the inside cover page and the information contained in the Appendices hereto, is furnished in connection with the offering of the $_____* Boise State University General Revenue Refunding Bonds, Series 2016A (the "*2016A Bonds*").

The descriptions and summaries of various documents hereinafter set forth do not purport to be comprehensive or definitive, and reference should be made to each document for the complete details of all terms and conditions. All statements herein are qualified in their entirety by reference to each document. The attached Appendices are integral parts of this Official Statement and should be read in their entirety.

Capitalized terms used but not defined herein shall have the meanings assigned to such terms in "APPENDIX C– GLOSSARY OF TERMS USED IN THE RESOLUTION AND OFFICIAL STATEMENT."

BOISE STATE UNIVERSITY

Boise State University (the "*University*") is a publicly supported, multi-disciplinary institution of higher education located in Boise, Idaho. The University has the largest student enrollment of any university in the State of Idaho (the "*State*"), with an official Fall 2015 enrollment of 22,113 students (based on headcount, with full-time-equivalent enrollment of 15,451) as of the October 15, 2015 census date. The University's official Spring 2016 enrollment was [xx,xxx] students (based on headcount, with full-time equivalent enrollment of [xx,xxx] as of the March 15, 2016 census date. The State Board of Education serves as the Board of Trustees (the "*Board*"), the governing body of the University. In January 2016, The Carnegie Classification of Institutions of Higher Education designated Boise State University a Doctoral Research University.

AUTHORIZATION FOR AND PURPOSE OF THE 2016A BONDS

The 2016A Bonds are being issued pursuant to and in compliance with Title 33, Chapter 38, Idaho Code, as amended, and Title 57, Chapter 5, Idaho Code, as amended, and a resolution adopted by the Board on September 17, 1992, as previously supplemented and

* Preliminary, subject to change.

amended (the "*Master Resolution*"), and as further supplemented by a resolution adopted by the Board on April __, 2016 authorizing the issuance of the 2016A Bonds (collectively with the Master Resolution, the "*Resolution*").

Pursuant to the Master Resolution, the Board has previously authorized the issuance of various series of General Revenue Bonds (the "*Outstanding Bonds*"), which as of April 2, 2016 were outstanding in the principal amount of $209,775,000 (including the Refunded Bonds, as defined herein). The 2016A Bonds, the Outstanding Bonds, and any Additional Bonds hereafter issued under the Resolution are referred to herein as the "*Bonds*" or the "*General Revenue Bonds*." See "DEBT SERVICE REQUIREMENTS" and "FINANCIAL INFORMATION REGARDING THE UNIVERSITY–Outstanding Debt."

The proceeds of the 2016A Bonds will be used (i) to refund certain of the University's outstanding bonds solely for debt service savings (the "*Refunding Project*") and (ii) to pay costs of issuing the 2016A Bonds. See "SOURCES AND USES OF FUNDS" herein.

SECURITY FOR THE 2016A BONDS

The 2016A Bonds are secured by Pledged Revenues on parity with the other Bonds. Pledged Revenues include (i) Student Fees; (ii) Sales and Service Revenues; (iii) revenues received by the University as reimbursement for facility and administrative costs in conjunction with grants and contracts for research activities conducted by the University (the "*F&A Recovery Revenues*"); (iv) various revenues generated from miscellaneous sources, including non-auxiliary advertising, vending in non-auxiliary buildings, postage and printing (the "*Other Operating Revenues*"); (v) unrestricted income generated on investments of moneys in all funds and accounts of the University (the "*Investment Income*"), and (vi) other revenues the Board shall designate as Pledged Revenues, but excluding State appropriations and Restricted Fund Revenues. "Revenues Available for Debt Service" means (a) revenues described in clauses (i), (iii), (iv), (v), and (vi) above and (b) revenues described in clause (ii) above less Operation and Maintenance Expenses of the Auxiliary Enterprises.

Under the Resolution, the University has covenanted to establish and maintain the Pledged Revenues sufficient, together with other Pledged Revenues available or to be available in the Debt Service Account to pay Debt Service for the Fiscal Year, to produce Revenues Available for Debt Service in each Fiscal Year equal to not less than 110% of Debt Service on the Bonds Outstanding for each such Fiscal Year. See "SECURITY FOR THE 2016A BONDS–Rate Covenant."

ADDITIONAL BONDS

The University has reserved the right in the Resolution to issue Additional Bonds payable from and secured by the Pledged Revenues on parity with the 2016A Bonds, subject to the satisfaction of certain conditions contained in the Resolution. See "SECURITY FOR THE 2016A BONDS–Additional Bonds."

TAX MATTERS

In the opinion of Bond Counsel, assuming continuous compliance with certain covenants described herein: (i) interest on the 2016A Bonds is excluded from gross income under federal

income tax laws pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of the 2016A Bonds (the "*Tax Code*"); (ii) interest on the 2016A Bonds is excluded from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code except that such interest is required to be included in calculating the "adjusted current earnings" adjustment applicable to corporations for purposes of computing the alternative minimum taxable income of corporations; and (iii) interest on the 2016A Bonds is excluded from gross income for purposes of income taxation by the State of Idaho. See "TAX MATTERS–2016A Bonds."

THE 2016A BONDS

DESCRIPTION OF THE 2016A BONDS

The 2016A Bonds will be dated their date of original issuance and delivery and will mature on April 1 of the years and in the amounts as set forth on the inside cover page of this Official Statement.

The 2016A Bonds shall bear interest from their date at the rates set forth on the inside cover page of this Official Statement. Interest on the 2016A Bonds is payable on April 1 and October 1 of each year, beginning October 1, 2016. Interest on the 2016A Bonds shall be computed on the basis of a 360-day year of twelve 30-day months. The Bank of New York Mellon Trust Company, N.A., is the trustee and paying agent for the 2016A Bonds (the "Trustee").

The 2016A Bonds will be issued as fully-registered bonds, initially in book-entry form only, in denominations of $5,000 or any integral multiple thereof.

BOOK-ENTRY SYSTEM

The Depository Trust Company, New York, New York, ("*DTC*"), will act as initial securities depository for the 2016A Bonds. The ownership of one fully registered 2016A Bond for each maturity as set forth on the inside cover page of this Official Statement, each in the aggregate principal amount of such maturity, will be registered in the name of Cede and Co., as nominee for DTC. For so long as the 2016A Bonds remain in a "book-entry only" transfer system, the Trustee will make payments of principal and interest only to DTC, which in turn is obligated to remit such payments to its participants for subsequent disbursement to Beneficial Owners of the 2016A Bonds. *See* Appendix G for additional information. *As indicated therein, certain information in Appendix G has been provided by DTC. The University makes no representation as to the accuracy or completeness of the information in Appendix G provided by DTC. Purchasers of the 2016A Bonds should confirm this information with DTC or its participants.*

REDEMPTION

Optional Redemption.

The 2016A Bonds maturing on or after April 1, _____ are subject to redemption at the election of the University at any time on or after _____, in whole or in part, from such maturities as may be selected by the University. Such optional redemption of the 2016A Bonds

shall be at a price of 100% of the principal amount of the 2016A Bonds to be so redeemed, plus accrued interest to the date fixed for redemption.

Mandatory Sinking Fund Redemption.

The 2016A Bonds maturing on April 1, _____ are subject to mandatory sinking fund redemption prior to their stated maturity, at a price of 100% of the principal amount of the 2016A Bonds to be so redeemed, plus accrued interest to the date fixed for redemption, on April 1 of the years, and in the amounts, shown below:

APRIL 1 OF THE YEAR	MANDATORY REDEMPTION AMOUNT
	$
*	

*Stated Maturity.

Notice of Redemption. The Resolution requires the Trustee to give notice of any redemption of the 2016A Bonds not less than 35 days nor more than 60 days prior to the redemption date, by first class mail, postage prepaid, addressed to the registered owners of such 2016A Bonds to be redeemed at the addresses appearing on the registry books kept by the Trustee. With respect to any notice of optional redemption of 2016A Bonds, unless upon the giving of such notice such 2016A Bonds shall be deemed to have been paid within the meaning of the Resolution, such notice may state that the redemption is conditioned upon the receipt by the Trustee on or prior to the date fixed for such redemption of money sufficient to pay the redemption price of and interest on the 2016A Bonds to be redeemed, and that if such money shall not have been so received, the notice shall be of no force and effect and the University shall not be required to redeem such 2016A Bonds. In the event that such notice of redemption contains such a condition and such money is not so received, the redemption will not be made and the Trustee will promptly thereafter give notice, in the manner in which the notice of redemption was given, that such money was not so received and that such redemption was not made.

Selection for Redemption. If less than all 2016A Bonds are to be redeemed, the particular maturities of such 2016A Bonds to be redeemed and the principal amounts of such maturities to be redeemed shall be selected by the University. If less than all of any maturity of the 2016A Bonds is to be redeemed, the 2016A Bonds to be redeemed will be selected by lot. If less than all of a 2016A Bond that is subject to mandatory sinking fund redemption is to be redeemed, the redemption price shall be applied to such mandatory sinking fund installments as the University shall direct.

SECURITY FOR THE 2016A BONDS

GENERAL

The 2016A Bonds are secured by Pledged Revenues on a parity with all Bonds previously issued and all Additional Bonds that may be issued under the Resolution. Pledged Revenues include:

(i) Student Fees;

(ii) Sales and Services Revenues;

(iii) F&A Recovery Revenues;

(iv) Other Operating Revenues;

(v) Investment Income; and

(vi) Such other revenues as the Board shall designate as Pledged Revenues.

For a description of the sources and components of the Pledged Revenues, see "PLEDGED REVENUES" below. For the amounts of Pledged Revenues in recent years, see "HISTORICAL REVENUES AVAILABLE FOR DEBT SERVICE" below.

Pledged Revenues do not include State appropriations, which by law cannot be pledged. Pledged Revenues also exclude Restricted Fund Revenues, including restricted gift and grant revenues. See "FINANCIAL INFORMATION REGARDING THE UNIVERSITY" AND "APPENDIX A—AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2015 AND 2014."

PLEDGED REVENUES

Student Fees. The University assesses and collects a variety of fees from students enrolled at the University. Board approval for most of these student fees is required, but the Board has delegated approval of certain student fees to the University President. The Board may assess fees at any time during the year, and has authority to establish the fees unilaterally, without review or approval by the students, the State, or any other governmental or regulatory body. In practice, however, the Board sets Board-approved student fees annually. Prior to the Board meeting at which fees are set, public hearings concerning the fees are held and student participation is actively solicited. Board-approved "Student Fees" include (i) the Tuition Fee; (ii) Facility, Technology and Activity Fees; and (iii) General Education Fees, as further described below.[1] For the academic year 2015-2016, total Board-approved Student Fees per full-time undergraduate student per semester were $3,438 for Idaho residents and $10,463 for non-

[1] Represented numbers for Fiscal Year 2015 exclude a health insurance charge, which is paid directly to a third-party insurance provider. On February 19, 2015 the State Board of Education approved removal of the requirement that colleges and universities provide a student health insurance program. Beginning in Fiscal Year 2016, the University no longer provides a student health insurance program.

resident students. For the 2014-2015 academic year, such Student Fees were, respectively, $3,320 and $9,746 per semester.

Tuition Fee. The Tuition Fee supports instruction, student services, institutional support and maintenance and operation of the physical plant. The revenues derived from the Tuition Fee for the Fiscal Year ended June 30, 2014 ("Fiscal Year 2014") and Fiscal Year 2015 were $65,587,644 and $67,670,078, respectively.

Facility, Technology and Activity Fees. The University charges a wide variety of fees to students to support various infrastructure and activities. Currently, these fees fall into three categories: (i) Facility Fees, which include the Student Building Fee, the Student Union and Housing Fee, the Capital Expenditure Reserve Fee, the Recreation Facility Fee, the Health and Wellness Center Fee, and the Strategic Facility Fee; (ii) Technology Fees, which include the Technology Fee and the Student Support System Fee; and (iii) Activity Fees, which include 15 fees assessed to support various programs and activities. The revenues derived from the Facility, Technology, and Activity Fees for Fiscal Year 2014 and Fiscal Year 2015 were $32,609,397 and $32,372,036, respectively.

General Education Fees. The University's General Education Fees include the Graduate/Professional Fee, non-resident Tuition, the Western Undergraduate Exchange Fee, the In Service Fee, the Faculty Staff Fee, the Senior Citizen Fee, and Self-Supporting Program Fees. The revenues derived from the General Education Fees for Fiscal Year 2014 and Fiscal Year 2015 were $29,836,231 and $33,341,184, respectively.

Tuition and Student Fee Increases. It is Board policy to limit total tuition and facility, technology and activity fee increases in any single Fiscal Year to a maximum of 10% unless the Board grants special approval for an increase greater than 10%. Tuition and student fees for the following Fiscal Year are set in April. The University has requested a 6.9% fee increase for Fiscal Year 2017. The requested increase is comprised of a 2.7% increase in tuition and 16.6% increase in fees that include a $112.50 requested increase for third-party Student Health Insurance. The Board will consider this request at its April 2016 meeting. The tuition and facility, technology and activity fee increases for the Fiscal Years shown below were as follows:

FISCAL YEAR	FEE	PERCENTAGE INCREASE
2016	$3,438	3.6%
2015	3,320	5.5
2014	3,146	6.9
2013	2,942	5.7
2012	2,783	5.0

Student Fees also include a variety of other charges for services and course fees for which the authority to approve has been delegated by the Board to the University President. Fees for services include admission, orientation and testing fees, as well as late fees. Course fees include fees for field trips, fees for supplies for specific classes and labs, and special workshop

fees. Revenues generated from these other charges for Fiscal Year 2014 and Fiscal Year 2015 were $4,183,337 and $9,062,528, respectively.[2]

See "APPENDIX B— SCHEDULE OF STUDENT FEES" for a list of Student Fees assessed for Fiscal Year 2016.

Sales and Services Revenues. Sales and Services Revenues include revenues generated through operations of auxiliary enterprises. The majority of these revenues are generated through housing and student union operations; bookstore sales; ticket and event sales from the Taco Bell Arena, Albertsons Stadium, Morrison Center and Select-A-Seat; parking charges; and recreation center activity charges. Sales and Services Revenues also include revenues generated incidentally to the conduct of instruction, research and public service activities, including unrestricted revenues generated by the University's public radio station, testing services provided by University labs, and sales of scientific and literary publications, and revenues from miscellaneous operations. See "THE UNIVERSITY–Certain University Facilities" for a description of the University's major facilities from which Sales and Services Revenues are derived.

Sales and Services Revenues for Fiscal Year 2014 and Fiscal Year 2015 were $61,529,742 and $65,566,466, respectively. See "APPENDIX A— AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2015 AND 2014."

Facilities and Administrative Recovery Revenues. A portion of federal funds expended each year on scientific research is provided to institutions to pay the direct costs of conducting research, such as the salaries for scientists and materials and labor used to perform research projects, and the balance is granted to pay for "facilities and administrative costs," which encompass spending by the receiving institution on items such as facilities maintenance and renewal, heating and cooling, libraries, the salaries of departmental and central office staff, and other general administration costs.

The University has focused on expanding research. In Fiscal Year 2014 and Fiscal Year 2015, the University had federally funded research expenditures of $15,292,485 and $18,642,316, respectively, which is an increase of $3,349,831. However, the F&A Recovery Revenues of $4,462,863 and $4,308,512 for Fiscal Year 2014 and Fiscal Year 2015 respectively, showed a small decline. The decline in F&A Recovery Revenues was expected and is primarily due to large federally funded capital and equipment projects in Fiscal Year 2015; federally funded capital and equipment purchases are not qualified expenses for F&A Recovery Revenues.

Other Operating Revenues. The University receives other miscellaneous revenues in the course of its operations. Examples of Other Operating Revenues include revenues generated through certain non-auxiliary advertising, vending machines in non-auxiliary facilities, and postage and printing services. In Fiscal Year 2014 and Fiscal Year 2015, the University generated Other Operating Revenues of $2,177,360 and $2,374,609, respectively. See

[2] Revenues for other charges were reduced in Fiscal Year 2014 due to a one-time, significant charging off of balances following a thorough evaluation of the collectability of accounts in collection, as well as an improved process to estimate accounts subject to requiring collection in the future. **[Jared to provide further explanation as to reasoning for larger-than-expected bad debt write off.]** Revenues generated from these other charges in Fiscal Year 2013 was $6,575,930.

"APPENDIX A— AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2015 AND 2014" and "FINANCIAL INFORMATION REGARDING THE UNIVERSITY."

Investment Income. Investment Income included in Pledged Revenues includes all unrestricted investment income. For Fiscal Year 2014 and Fiscal Year 2015, Investment Income included in Pledged Revenues was $308,146 and $396,947, respectively. See "APPENDIX A— AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2015 AND 2014."

HISTORICAL REVENUES AVAILABLE FOR DEBT SERVICE

The following table shows the Pledged Revenues and the Revenues Available for Debt Service for Fiscal Years 2011 through 2015. As described under "DEBT SERVICE REQUIREMENTS," the University estimates that the maximum annual debt service on the Bonds upon the issuance of the 2016A Bonds will be approximately $__ million.

	2011	2012	2013	2014	2015
Student Fees	$112,297,614	$119,972,905	$128,688,459	$132,216,608	$142,445,827
Sales and Services Revenues	53,924,410	58,904,473	62,331,015	61,529,742	65,566,466
F&A Recovery Revenues	5,422,035	5,368,929	4,515,382	4,462,863	4,308,512
Other Operating Revenues	1,676,216	1,730,717	1,577,618	2,177,360	2,374,609
Investment Income	663,453	483,682	460,150	308,146	396,947
TOTAL	$173,983,728	$186,460,706	$197,572,624	$200,694,719	$215,896,400
Less Operation and Maintenance Expenses of Auxiliary Enterprises	(60,026,901)	(65,802,427)	(69,900,697)	(69,339,102)	(66,212,266)
Revenues Available for Debt Service (Pledged Revenues less Operation and Maintenance Expenses of Auxiliary Enterprises)	$113,956,827	$120,658,279	$127,671,927	$131,355,617	$149,684,134

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INTERIM FINANCIAL DATA

The following table shows certain unaudited financial data regarding the University for the six-month periods ending December 31, 2014 and 2015:

	2014	2015
Student Fees	$73,063,628	$76,901,929
Sales and Services Revenues	35,855,191	36,351,741
F&A Recovery Revenues	2,287,837	2,432,009
Other Operating Revenues	962,057	1,617,360
Investment Income	174,903	295,742
TOTAL PLEDGED REVENUES	$112,343,616	$119,028,493
Less Operation and Maintenance Expenses of Auxiliary Enterprises	(34,548,662)	(35,996,448)
Revenues Available for Debt Service (Pledged Revenues less Operation and Maintenance Expenses of Auxiliary Enterprises)	$77,794,954	$83,032,045

FLOW OF FUNDS

The Resolution creates the Revenue Fund, which is held by the University. All Pledged Revenues are required to be deposited in the Revenue Fund. At least five days before each payment date, money in the Revenue Fund is required to be transferred to the Debt Service Account held by the Trustee, for payment of interest, principal, and redemption premium, if any, coming due on the Bonds.

Amounts remaining in the Revenue Fund may be applied, free and clear of the lien of the Resolution, for any lawful purpose of the University, as provided in the Resolution. The University has historically used and intends to continue to use any excess moneys in the Revenue Fund primarily to pay for operation and maintenance expenses and capital improvements.

RATE COVENANT

Under the Resolution, the University has covenanted to establish and maintain Pledged Revenues sufficient, together with other Pledged Revenues available or to be available in the Debt Service Account to pay Debt Service for the Fiscal Year, to produce Revenues Available for Debt Service in each Fiscal Year equal to not less than 110% of Debt Service on the Bonds Outstanding for each such Fiscal Year.

ADDITIONAL BONDS

Additional Bonds, Generally. The amount of Additional Bonds that may be issued under the Resolution is not limited by law or by the Resolution, provided the requirements below are satisfied. In order to issue Additional Bonds for the purpose of financing Projects, the University must satisfy certain conditions, including the filing with the Trustee of:

(i) A Written Certificate of the University to the effect that, upon the delivery of the Additional Bonds, the University will not be in default in the performance of any of the covenants, conditions, agreements, terms, or provisions of the Resolution or any supplemental resolution with respect to any Bonds; and

(ii) A Written Certificate of the University to the effect that Estimated Revenues Available for Debt Service equal at least 110% of the Maximum Annual Debt Service on all Bonds to be outstanding upon the issuance of the Additional Bonds for (a) each of the Fiscal Years of the University during which any Bonds will be outstanding following the estimated completion date of the Project being financed by the Additional Bonds, if interest during construction of the Project being financed by the Additional Bonds is capitalized, or (b) the University's current Fiscal Year and any succeeding Fiscal Year during which any Bonds will be outstanding, if interest during construction of the Project being financed by the Additional Bonds is not capitalized (a "*Coverage Certificate*"). See "APPENDIX D– SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION–Additional Bonds."

Refunding Bonds. The University may issue Additional Bonds to refund Bonds issued under the Resolution by providing certificates similar to those described above in (i) and (ii). Alternatively, Additional Bonds may be issued to refund Bonds issued under the Resolution without compliance with the requirements described above if the Additional Bonds do not increase debt service by more than $25,000 per year.

The University may issue Additional Bonds for the purpose of refunding any of its obligations that were not issued under the Resolution if it files with the Trustee (i) a copy of the Supplemental Resolution authorizing the issuance of the Additional Bonds and providing that any revenues securing such refunded obligations shall become part of the Pledged Revenues securing the Bonds issued under the Resolution, (ii) the Coverage Certificate described above, and (iii) a Written Certificate of the University to the effect that, upon the delivery of the Additional Bonds, the University will not be in default in the performance of any of the covenants, conditions, agreements, terms, or provisions of the Resolution.

NO DEBT SERVICE RESERVE

There is no debt service reserve requirement with respect to the 2016A Bonds.

REFUNDING PROJECT

The University is pursuing the Refunding Project solely for debt service savings. Accordingly, the Refunded Bonds listed herein represent only potential candidates for refunding. The actual bonds to be refunded will be determined at or about the time of the pricing and sale of the 2016A Bonds.

The proceeds of the 2016A Bonds will be used (i) to refund all or a portion of certain of the University's General Revenue and Refunding Bonds, Series 2007A (the portion of such bonds to be refunded being referred to herein as the "*2007A Refunded Bonds*"), (ii) to refund all or a portion of the University's General Revenue and Refunding Bonds, Series 2009A (the portion of such bonds to be refunded being referred to herein as the "*2009A Refunded Bonds*"), and (iii) to pay the costs of issuing the 2016A Bonds. The 2007A Refunded Bonds and the 2009A Refunded Bonds are collectively referred to herein as the "*Refunded Bonds*."

A portion of the proceeds of the 2016A Bonds will be irrevocably deposited in an escrow account (the "*Escrow Account*") to be held by The Bank of New York Mellon Trust Company, N.A., as escrow agent (the "*Escrow Agent*"), to refund the Refunded Bonds. Such amount will be used to provide cash and purchase direct obligations of the United States that are sufficient to pay the interest on the Refunded Bonds as the same falls due and the redemption price of, and accrued interest on, the Refunded Bonds on their respective redemption dates. See "SOURCES AND USES OF FUNDS."

The 2007A Refunded Bonds, which mature in the following amounts and on the following dates and bear interest at the following rates, will be called for redemption on April 1, 2017, at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon:

MATURITY DATE (APRIL 1)	PRINCIPAL AMOUNT	INTEREST RATE
2018*	$ 1,060,000	5.00%
2019*	1,115,000	5.00
2020*	2,315,000	4.375
2021*	2,415,000	4.00
2022*	2,310,000	4.375
2023*	2,415,000	4.50
2024*	900,000	4.40
2025*	940,000	4.40
2026*	985,000	4.40
2027*	1,030,000	4.45
2037*	4,165,000	4.50
2032**	9,905,000	4.25
2036**	14,225,000	4.75

*Partial redemption of serial bond
**Partial redemption of mandatory redemption amount due under term bond stated maturity

The 2009A Refunded Bonds, which mature in the following amounts and on the following dates and bear interest at the following rates, will be called for redemption on April 1, 2019, at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon:

MATURITY DATE (APRIL 1)	PRINCIPAL AMOUNT	INTEREST RATE
2020	$825,000	4.000%
2021	860,000	4.000
2022	895,000	4.125
2023	930,000	4.250
2024	975,000	4.500
2025	1,015,000	4.500
2026	1,065,000	4.625
2029*	3,480,000	4.750
2034*	6,660,000	5.000
2039*	8,490,000	5.000

*Term bond stated maturity

Certain mathematical computations regarding the sufficiency of and the yield on the investments held in the Escrow Account will be verified by The Arbitrage Group, Inc. See "ESCROW VERIFICATION" below.

SOURCES AND USES OF FUNDS

The sources and uses of funds with respect to the 2016A Bonds are estimated to be as follows:

SOURCES:

Aggregate Principal Amount of 2016A Bonds	$
Original Issue Premium	
TOTAL	$

USES:

Escrow Fund to Refund the Refunded Bonds	$
Costs of Issuance*	

TOTAL ..... $_____

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* Includes legal, rating agency, trustee, and Underwriter's fees.

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DEBT SERVICE REQUIREMENTS

The following table shows the debt service requirements for the 2016A Bonds.

FISCAL YEAR END 6/30	OUTSTANDING BONDS*	PRINCIPAL	INTEREST	TOTAL
2017	$17,893,745			
2018	18,057,018			
2019	18,123,594			
2020	18,257,401			
2021	17,729,284			
2022	17,401,038			
2023	16,031,454			
2024	14,065,292			
2025	14,055,548			
2026	14,055,790			
2027	14,031,711			
2028	14,021,543			
2029	14,017,539			
2030	13,957,241			
2031	13,960,023			
2032	13,936,808			
2033	13,924,306			
2034	13,959,102			
2035	13,944,221			
2036	13,933,262			
2037	13,920,339			
2038	3,818,911			
2039	3,795,355			
2040	1,828,907			
2041	981,250			
2042	981,750			
TOTAL	$348,545,714	$	$	$

*Does not reflect the refunding of the Refunded Bonds. Any refunding with proceeds of the 2016A Bonds will be undertaken solely to achieve debt service savings.

THE UNIVERSITY

The University is a publicly supported, multi-disciplinary institution of higher education and classified as a Doctoral Research University. The University has the largest student enrollment of any university in Idaho, with an official Fall 2015 enrollment of 22,113 students as of the October 15, 2015 census date, and an official Spring 2016 enrollment of ____ as of the March 15, 2016 census date.

The main campus is located in Boise, Idaho with convenient access to the government institutions and commercial and cultural amenities located in the capital city. The Boise City-Nampa metropolitan area has an estimated population of 650,000. Approximately 4,855 faculty and staff (including 1,482 student employees) were employed by the University as of June 30, 2015.

The University administers associate, baccalaureate, masters, and doctoral programs through seven colleges – Arts and Sciences, Business and Economics, Education, Engineering, Health Sciences, Innovation and Design, and Public Service. The University offers over 84 distinct graduate curricula leading to masters' degrees. Nine current doctoral curriculums include programs in the Colleges of Arts and Sciences, Education, Engineering, Health Sciences, Public Service and Interdisciplinary Programs. A tenth doctoral program, Ph.D. Ecology, Evolution and Behavior, was approved in February 2016 and is slated to begin in Fall 2017.

Full accreditation has been awarded by the Northwest Commission on Colleges and Universities through 2018, and a number of the University's academic programs have also obtained specialized accreditation. The University is home to 35 research centers and institutes, including the Center for Health Policy, the Public Policy Research Center, the Raptor Research Center, and the Center for Multicultural Educational Opportunities. Student athletes compete in NCAA intercollegiate athletics at the Division I-A level on 18 men's and women's teams in 12 sports. The University also hosts National Public Radio, Public Radio International, and American Public Radio on the Boise State Radio Network, which broadcasts in southern Idaho, eastern Oregon and northern Nevada on a network of 18 stations and translators.

The University offers courses and programs in several off campus centers and on-line through its division of Extended Studies.

UNIVERSITY GOVERNANCE AND ADMINISTRATION

The responsibility for overall management and determination of University policy and standards is vested with the Board, which also serves as the Idaho State Board of Education, the Regents of the University of Idaho, the Board of Trustees for Idaho State University in Pocatello, the Board of Trustees for Lewis Clark State College in Lewiston, and the State Board for Professional Technical Education and Vocational Rehabilitation. The Board also oversees aspects of the College of Western Idaho and North Idaho College, in concert with the respective Boards of these two institutions. The Governor appoints seven of the members to the Board for five year terms. The membership, terms and occupations of the current board members are listed below. The elected State Superintendent of Public Instruction serves *ex officio* as the eighth member of the Board for a four-year term.

**BOARD OF TRUSTEES OF BOISE STATE UNIVERSITY
AND STATE BOARD OF EDUCATION**

NAME	RESIDENCE	OCCUPATION	TERM EXPIRES
Don Soltman (President)	Twin Lakes	Retired Hospital Executive	2019
Emma Atchley (Vice President)	Ashton	Community Leader	2015**
Bill Goesling (Secretary)	Moscow	Associate Vice President for D.A. Davidson	2016
Richard Westerberg	Preston	Retired officer of PacifiCorp	2019
David Hill	Boise	Retired Deputy Director at ID National Laboratory	2017
Debbie Critchfield	Oakley	Community Education Leader	2018
Linda Clark	Meridian	Retired Superintendent	2020
Sherri Ybarra*	Mountain Home	Superintendent of Public Instruction	Elected Term Exp. 2018

* Serves *ex officio* on the State Board of Education in her capacity as State Superintendent of Public Instruction.
** Reappointment is pending and is expected to be confirmed in the 2016 legislative session.

The State Board of Education has an approximately 27 member, full time professional staff headed by Matt Freeman, Executive Director. His appointment became effective in 2015.

University Officers. The President of the University and his staff are responsible for the operation of the University and the fulfillment of its academic mission. The President is selected by and serves at the pleasure of the Board. Members of the President's management team are appointed by the President and serve at his pleasure. The President and his principal staff are listed below, with brief biographical information concerning each.

Robert W. Kustra, Ph.D. – President. Dr. Kustra became the University's sixth president on July 1, 2003. Immediately prior to joining the University, Dr. Kustra served as president of the Midwestern Higher Education Commission, an organization of 10 Midwestern states that focus on advancing higher education through interstate cooperation and resource sharing. Prior to his time at the Midwestern Higher Education Commission, Dr. Kustra served as a senior fellow for the Council of State Governments, and from 1998 to 2001 served as president of Eastern Kentucky University. Prior to his time at Eastern Kentucky University, Dr. Kustra served as the lieutenant governor for the State of Illinois from 1990 to 1998, during a portion of which time he also served as the chair of the Illinois Board of Higher Education. Prior to acting as lieutenant governor, Dr. Kustra served in the Illinois state senate from 1982 to 1990 and in the Illinois House of Representatives from 1980 to 1982.

Dr. Kustra has also held faculty positions at the University of Illinois at Springfield, Roosevelt University, the University of Illinois Chicago, Northwestern University, Loyola University and Lincoln Land Community College. While at Loyola he also served as director of the Center for Research in Urban Government.

Dr. Kustra was educated at Benedictine College in Atchison, Kansas (BA), Southern Illinois University (MA) and the University of Illinois (Ph.D.). All of his degrees are in political science. Throughout his professional life, Dr. Kustra has served on a number of education oriented boards, including the National Collegiate Athletic Association Board of Directors, the Advisory Council for the National Center for Public Policy and Higher Education, the Policies

and Purposes Committee of the American Association of State Colleges and Universities, the Ohio Valley Conference Board of Presidents, the DePaul University Board of Trustees and the Education Commission of the States.

Martin E. Schimpf, Ph.D. – Provost and Vice President for Academic Affairs. Dr. Schimpf has served as the University's Provost and Vice President of Academic Affairs since 2010. His career at the University began in 1990 as a professor in the Department of Chemistry, and he served as that department's Chair from 1998 to 2001. He served as Associate Dean of the College of Arts and Sciences from 2001 to 2006. In 2006, Dr. Schimpf was appointed Dean of the College of Arts and Sciences and held that position until his appointment as Provost and Vice President of Academic Affairs. Dr. Schimpf earned an undergraduate degree in chemistry from the University of Washington and a Ph.D. in chemistry from the University of Utah. His interdisciplinary research has led to more than 80 publications, and he has served on numerous international scientific committees.

Stacy M. Pearson, CPA, MPA – Bursar and Vice President for Finance and Administration. Ms. Pearson was appointed as Bursar and Vice President for Finance and Administration effective August 15, 2004. Prior to this appointment, Ms. Pearson served as Associate Vice President for Finance and Administration at the University from 1995 to 2004. Ms. Pearson received her Bachelor of Science degree in business at the University of Idaho and her Master of Public Administration degree from the University. Ms. Pearson is a certified public accountant and is active in the Western Association of College and University Business Officers (WACUBO). She served as the Director of the Internal Audit Division for the Oregon University System from 1994 to 1995 and the Internal Auditor for the Idaho State Board of Education from 1987 to 1994. Ms. Pearson was named the Woman of the Year by the Idaho Business Review in 2013.

Kevin D. Satterlee, J.D. – Chief Operating Officer, Vice President and Special Counsel. Mr. Satterlee was named Chief Operating Officer, Vice President and Special Counsel in 2015. He previously served as the Vice President for Campus Operations and General Counsel from 2012-2015, as well as Vice President and General Counsel from 2011 to 2012, Associate Vice President and General Counsel from 2005 to 2011, and as Associate Vice President of Planning, prior to that. Before joining the University, Mr. Satterlee served as Chief Legal Officer for the State Board of Education, Deputy Attorney General for the State representing numerous state agencies including the Office of the Governor, and worked in private practice. Mr. Satterlee received his undergraduate degree in political science magna cum laude from the University and his Juris Doctor from the University of Idaho, also magna cum laude.

Mark Rudin, Ph.D. – Vice President for Research. Dr. Rudin joined the University in January 2009 as Vice President for Research. Dr. Rudin received his Ph.D. in Medicinal Chemistry/Health Physics from Purdue University. Prior to his appointment at the University, Dr. Rudin served in a number of teaching and administrative positions at University of Nevada Las Vegas since 1993, including Senior Associate Vice President for Research Services and Chair of the Department of Health Physics. Before joining UNLV, Dr. Rudin was a technical/administrative assistant with the U.S. Department of Energy Headquarters, Office of Environmental Restoration and Waste Management, and from 1989 to 1993, he was a senior program specialist/project engineer with EG&G Idaho at the Idaho National Laboratory in Idaho Falls.

Leslie J. Webb, Ph.D. – Interim Vice President for Student Affairs and Enrollment Management. Dr. Webb was named Interim Vice President of Student Affairs and Enrollment Management in February of 2016. Prior to this position, she served from 2009 to 2016 as both the Assistant and Associate Vice President for Student Affairs for the University. Before joining the University, Dr. Webb served as the Assistant Vice President for Strategic Planning and Assessment at Central Washington University. Dr. Webb earned her undergraduate degree in theatre arts from Central Washington University, her masters of science in college student personnel from Western Illinois University and her doctorate of philosophy in education from Colorado State University.

Laura C. Simic – Vice President for University Advancement. Ms. Simic joined the University as Vice President for University Advancement in November 2012. Most recently, she served four years at Creighton University in Omaha, Nebraska as the interim vice president for university relations and senior associate vice president of development and campaign director. Ms. Simic also worked eight years as the associate vice chancellor for development at the University of North Carolina and ten years in various development roles at the University of Tennessee. Ms. Simic earned her Bachelor of Arts degree from the University of Oregon in journalism and public relations and her Master of Science degree from the University of Tennessee in education/leadership studies. She is a Certified Fund Raising Executive.

Matt Wilde – General Counsel. Mr. Wilde was named General Counsel in October of 2015. Prior to holding such position, Mr. Wilde served as Deputy General Counsel for the Office of General Counsel, managing the day to day operations of the Office of General Counsel and the legal affairs of the University. Prior to joining the University as Deputy General Counsel in January of 2013, Mr. Wilde served as Assistant City Attorney and Division Manager for the Boise City Council and Mayor's Office, the Department of Aviation and Public Transportation, including the Boise Airport, and the City's Department of Public Works. Mr. Wilde received his undergraduate degree in business administration from Pacific Lutheran University and his Juris Doctor from the University of Idaho.

CERTAIN UNIVERSITY FACILITIES

General. The University's Boise campus includes approximately 5.4 million gross square feet of facilities, with approximately 200 buildings. The Boise campus is approximately 220 acres including some parcels owned by university affiliate organizations such as the Foundation and Alumni Center.

The following is a description of the University's major facilities from which Sales and Services Revenues are derived, including housing facilities, the Student Union Building, spectator and recreation facilities, and parking facilities.

Housing Facilities. The University's housing facilities currently consist of (i) seven residence halls, four of which are traditional-style buildings and three of which are suite-style buildings, (ii) five apartment complexes for upper-class housing and (iii) two townhouse developments, which provide 360 beds for upper-class students.

University Residence Halls. The University's residence halls can accommodate approximately 1,860 students and offer a variety of amenities, including computer labs

and in room high-speed internet connections; recreational and lounge space; laundry facilities; kitchen areas; and academic/study space. For Fiscal Years 2013, 2014, and 2015, the average fall semester occupancy rates for the University's residence halls were, 96%, 99% and 91%, respectively. The reduction in occupancy is partially attributed to the fact that 100 apartments were taken off-line for renovation into new residence hall beds. These beds added to the inventory of residence halls. The University expects that occupancy in Fiscal Year 2016 will return to historical levels.

University Apartments. The University apartment complexes are available for students, including those with families, and provide over 200 apartments ranging in size from one bedroom to three bedrooms. For Fiscal Years 2013, 2014 and 2015, the average fall semester occupancy rates for the University's apartments were 90%, 90% and 98%, respectively.

Lincoln Townhomes. The Lincoln townhouse style housing consists of 360 beds of upper class student housing. For Fiscal Years 2014 and 2015, average fall semester occupancy rates of the townhomes were 99% and 98%, respectively.

For additional information regarding the University's future housing facilities, see *"FINANCIAL INFORMATION REGARDING THE UNIVERSITY– FUTURE CAPITAL PROJECTS–* Honors College and Student Housing*."*

Student Union Building. Initially constructed in 1967 and expanded in 1988 and 2008, the Student Union Building provides extensive conference and meeting spaces, a 430 seat performance theater, a retail food court, a central production kitchen, a resident student and visitor dining facility, a University Bookstore and Bronco Shop, a convenience store, a games area, and offices for admissions, student government and student activities. The facilities infrastructure includes high speed LAN and video data capabilities and public lounges with wireless network capabilities. The building totals approximately 252,000 square feet.

Spectator and Recreation Facilities. The University's spectator and recreation facilities include Albertsons Stadium, the Taco Bell Arena, the Recreation Center and the Morrison Center. The following is a brief description of these facilities.

Albertsons Stadium. Originally constructed in 1970, and expanded in 1997, 2008, 2009 and 2012 to its current total capacity of 37,000 seats, Albertsons Stadium is Idaho's largest spectator facility. It is used for all of the University's intercollegiate home football games. The facility includes the press box, stadium suites, banquet facilities, a commercial kitchen, an additional Bronco Shop, office space, and concessions facilities. Completed in Summer 2013 is the Football Complex, a stand-alone addition to the Albertsons Stadium facilities, consisting of football offices and training facilities. This facility added 70,000 square feet of space.

Taco Bell Arena. Taco Bell Arena was constructed in 1982 and serves as the University's indoor sports and entertainment complex. In its basketball configuration, the arena accommodates approximately 12,400 spectators. In addition to varsity sports contests, including the NCAA Basketball Tournament, it has been used for concerts, commencement ceremonies and other entertainment and community events, intramural

activities and sports camps. The arena was remodeled during 2012 adding 36 upgraded restrooms.

The Recreation Center. The Student Recreation Center was completed in 2001. It is approximately 98,700 square feet, and includes more than 25,000 square feet of open recreational space for three regulation size basketball courts and a multipurpose gymnasium; a large aerobics/cardiovascular multipurpose workout space; five racquetball/handball/squash courts; a running track with banked turns; a climbing wall; a first aid and athletic training area; classroom and activity spaces; indoor/outdoor meeting space; and an aquatic center added to the facility after 2001.

The Morrison Center. The Velma V. Morrison Center, which opened in 1984, is an 183,885 square foot center for performing arts that includes a ten story stage-house and seating for 2,000. The Morrison Center brings a wide range of artistic performances to the Boise community and provides academic instruction space at the University. The Morrison Center has been regularly ranked in the Top Five University Theatres in the Pacific Northwest by Venues Magazine - in 2014, it was ranked #1 in the nation.

Parking Facilities. The University operates and maintains 64 surface parking lots of varying sizes and two parking garage facilities with a total of approximately 2,691 spaces, for a total of approximately 7,689 parking spaces. The University has a comprehensive parking plan to ensure that the parking system is financially self-supporting.

STUDENT BODY

The University enrolls more students than any other institution in Idaho. In addition to having students from every Idaho county, students from all 50 states and over 65 countries attend the University. The University enrolls large numbers of both traditional age students and working adults. The University's official Fall 2015 enrollment was 22,113 students (based on headcount, with full-time equivalent enrollment of 15,451) as of the October 15, 2015 census date, and the University's official Spring 2016 enrollment was [xx,xxx] (based on headcount, with full-time equivalent enrollment of [xx,xxx] as of the March 15, 2016 census date. Fall 2015 enrollment reflects a decrease from Fall 2014 of 146 students based on headcount and 192 students based on full-time equivalent enrollment.

Enrollment and Graduation Statistics
(Fall Semester)

	2012	2013	2014	2015
ENROLLMENT				
Headcount	22,678	22,003	22,259	22,113
Full Time Equivalents	16,136	15,599	15,643	15,451
UNDERGRADUATE STUDENTS				
Full Time	12,784	12,452	12,155	12,034
Part Time	6,873	6,590	7,196	7,088
GRADUATE STUDENTS				
Full Time	806	812	883	903
Part Time	2,215	2,149	2,025	2,088

STUDENTS FROM IDAHO	81%	75%	74%	71%
FIRST YEAR UNDERGRADUATES/TRANSFERS				
Applied	10,642	10,080	10,712	10,838
Admitted	6,146	7,691	8,340	8,668
Enrolled	3,418	3,392	3,469	3,502
ACT Mean Score	22.94	22.97	22.94	23.26
	2011-2012	2012-2013	2013-2014	2014-2015
DEGREES CONFERRED				
Associate	198	168	137	166
Bachelor	2,782	2,716	2,797	2,971
Master	652	691	640	703
Doctorate	11	11	34	14
Certificate*	196	171	195	290

* Includes undergraduate graduate certificates and post-undergraduate certificates.

EMPLOYEES

As of June 30, 2015, the University had 4,855 employees. Faculty and staff included 1,106 professional staff, 1,103 faculty and other academic appointments, and 1,164 classified employees. The University also employed 1,482 students. The University is not a party to any collective bargaining agreement, although there are employee associations that bring salary issues and other concerns to the attention of the University. The University considers relations with its employees to be good.

EMPLOYEE RETIREMENT BENEFITS

All benefit eligible employees, which consist of employees who work 20 or more hours per week for five consecutive months, must enroll in one of two retirement plans—the State's Public Employees' Retirement System of Idaho ("*PERSI*") or the Optional Retirement Program ("*ORP*"), which is a plan offered to faculty and non-classified staff effective 1990 and thereafter.

PERSI. The University's classified employees, including its faculty hired prior to July 1, 1990, are covered under PERSI. Additionally, new faculty and professional staff who are vested in PERSI have the option of remaining in or returning to PERSI with written affirmation of this decision within 60 days of employment. PERSI is the administrator of a multiple-employer cost-sharing defined benefit public employee retirement system. A retirement board (the "*PERSI Board*"), appointed by the governor and confirmed by the legislature, manages the system, including selecting investment managers to direct the investment, exchange and liquidation of assets in the managed accounts and establishing policy for asset allocation and other investment guidelines. The PERSI Board is charged with the fiduciary responsibility of administering the system.

PERSI is the administrator of seven fiduciary funds, including three defined benefit retirement plans, the Public Employee Retirement Fund Base Plan ("*PERSI Base Plan*"), the Firefighters' Retirement Fund ("*FRF*"), and the Judges' Retirement Fund ("*JRF*"), of which,

PERSI assumed administration effective July 1, 2014; two defined contribution plans, the Public Employee Retirement Fund Choice Plans 414(k) and 401(k); and two Sick Leave Insurance Reserve Trust Funds, one for State employers and one for school district employers.

PERSI membership is mandatory for eligible employees of participating employers. Employees must be: (i) working 20 hours per week or more; (ii) teachers working a half-time contract or greater; or (iii) persons who are elected or appointed officials. Membership is mandatory for State agency and local school district employees, and membership by contract is permitted for participating political subdivisions such as cities and counties. On July 1, 2015, PERSI had 67,008 active members, 29,827 inactive members (of whom 11,859 are entitled to vested benefits), and 42,657 annuitants. As of July 1, 2015, there were 766 participating employers in the PERSI Base Plan. Total membership in PERSI was 139,492.

The net position for all pension and other funds administered by PERSI increased $262 million during Fiscal Year 2015 and increased over $2 billion during the Fiscal Year 2014. The increase in the defined benefit plans reflects the total of contributions received and an investment return exceeding benefits paid and administrative expenses. All of the plans experienced investment gains in Fiscal Year 2015 as a result of positive market performance. Net investment income for all of the funds administered by PERSI for the Fiscal Years ended June 30, 2015 and 2014 was $417 million and $2.0 billion, respectively. The large decrease in the defined benefit plans increased net position and investment gains from Fiscal Year 2014 to Fiscal Year 2015 is primarily due to a large gross investment return in 2014.

As of June 30, 2015 and 2014, the funding ratio (actuarial value of assets divided by actuarial accrued liability) for the unfunded actuarial liability for the PERSI Base Plan was 90.4% and 93.9%, respectively. The higher the funding ratio, the better the plan is funded. The amortization period (estimated time to payoff unfunded liability) for PERSI's Base Plan as of June 30, 2015 and 2014 was 17.4 years and 5.5 years, respectively. The actuarial funding ratio for the PERSI Base Plan decreased from 2014 primarily because investment performance was less than the actuarial expected rate. The amortization period increased for the same reason.

Annual actuarial valuations for PERSI are provided by the private actuarial firm of Milliman, which has provided the actuarial valuations for PERSI since PERSI's inception. As a result of the statutory requirement that the amortization period for the unfunded actuarial liability be 25 years or less, contribution rate increases for the three years beginning July 1, 2011, as proposed by the actuary, were reviewed and approved by the Retirement Board on December 8, 2009. Only one of the approved contribution rate increases has taken effect to date, on July 1, 2013. All other approved contribution rate increases have been cancelled. The contribution rates for the year ended June 30, 2015 follow:

Contribution Rates

	Member		Employer	
	General/ Teacher	Fire/ Police	General/ Teacher	Fire/ Police
Contribution Rates:	6.79%	8.36%	11.32%	11.66%

Source: Financial Statements June 30, 2015 Public Employee Retirement System of Idaho

The next major PERSI experience study, to be completed in 2016, will cover the period July 1, 2011 through June 30, 2015.

The University's required and paid contributions to PERSI for Fiscal Years 2014 and 2015 were $2,963,747, and $3,045,994, respectively. Contribution requirements of PERSI and its members are established by the PERSI Board within limitations, as defined by state law.

Beginning in Fiscal Year 2015, the University became required to record a liability and expense equal to its proportionate share of the collective net pension liability and expense of PERSI due to the implementation of GASB 68. The University recorded a net pension liability as of June 30, 2015 of $7,104,041 representing its proportional share of liability under PERSI.

PERSI issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained at, www.persi.idaho.gov (which website is provided purely for convenience and is not incorporated or made a part of this Official Statement by this reference). Much of the information in this section comes from the PERSI Financial Statements, June 30, 2015, and therefore the information is from a source not within the University's control.

ORP. Faculty and non-classified staff hired on or after July 1, 1990 have been enrolled in ORP, and faculty and staff hired before that date were offered a onetime opportunity in 1990 to withdraw from PERSI and join ORP. ORP is a portable, multiple-employer, defined contribution retirement plan with options offered by Teachers' Insurance and Annuity Association/College Retirement Equities Fund and Variable Annuity Life Insurance Company. The total contribution rate is the same for all employees, with a portion of the employer's contribution for ORP members being credited to the employee's account and a portion to the PERSI unfunded liability until 2015.

Contribution requirements for ORP are based on a percentage of total payroll. The University's contribution rate for Fiscal Years 2012 and 2013 was 9.27% of covered payroll with a decrease for Fiscal Years 2014 and 2015 to 9.26%

For Fiscal Years 2013, 2014 and 2015, the University's required and paid contributions to ORP were $8,723,150, $9,245,096, and $9,957,020, respectively. The employee contribution rate for Fiscal Years 2013 through 2015 is 6.97% of covered payroll. These employer and employee contributions, in addition to earnings from investments, fund ORP benefits. The University has no additional obligation to fund ORP benefits once it makes the required contributions at the applicable rate. The University has made all contributions that it is required to make to ORP to date.

For additional information concerning the University's pension benefits, see Note 10 of "Appendix A— AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2015 AND 2014."

OPEB. The University participates in other multiple-employer defined benefit post-employment benefit plans relating to health and disability for retired or disabled employees that are administered by the State of Idaho, as agent, as well as a single-employer defined benefit life insurance plan. Idaho Code establishes the benefits and contribution obligations relating to

these plans. The most recent actuarial valuation of these plans is as of July 1, 2012. The University funds these benefits on a pay-as-you-go basis and has not set aside any assets to pay future benefits under such plans. As of July 1, 2012, the combined unfunded accrued actuarial liability for such plans which the University is responsible to pay equaled approximately $17.7 million. For additional information concerning post-retirement benefits other than pensions, see Note 11 of "APPENDIX A— AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2015 AND 2014."

INSURANCE

The University has liability coverage under commercial insurance policies and self-insurance through the State of Idaho Retained Risk Fund. University buildings are covered by all risk property insurance on a replacement cost basis.

FINANCIAL INFORMATION REGARDING THE UNIVERSITY

The principal sources of University revenues are direct appropriation of State revenues by the State legislature (the "*Legislature*"), Student Fees, federal government appropriations, grants and contracts, gifts to the University, F&A Recovery Revenues, Investment Income, Sales and Services Revenues, and Other Operating Revenues. Of these revenue sources, Student Fees, Investment Income, Sales and Services Revenues, F&A Recovery Revenues, and Other Operating Revenues are included in Pledged Revenues. The following describes revenue sources that are not included in Pledged Revenues, as well as certain Pledged Revenues. See "SECURITY FOR THE 2016A BONDS."

STATE APPROPRIATIONS

Legislatively-approved State appropriations represent approximately 19% of the University's total annual revenues for Fiscal Year 2016. Such revenues are not included as Pledged Revenues. The Legislature meets beginning in January of each calendar year and sets budgets and appropriations for all agencies and departments of State government for the fiscal year beginning the following July 1. The Legislature may also make adjustments to budgets and appropriations for the fiscal year during which the Legislature is meeting.

If, in the course of a fiscal year, the Governor determines that the expenditures authorized by the Legislature for the current fiscal year exceed anticipated revenues expected to be available to meet those expenditures, the Governor, by executive order, may reduce ("*Holdback*") the spending authority on file in the office of the Division of Financial Management for any department, agency or institution of the State, or request a reversion ("*Reversion*") of appropriations back to the State to balance the State budget. There have been no Holdbacks or Reversions since Fiscal Year 2010; the University does not anticipate a Holdback or Reversion during Fiscal Year 2016. State appropriations are not included in Pledged Revenues. However, Holdbacks, Reversions or reductions in the amount appropriated to the University could adversely affect the University's financial and operating position.

The table below sets forth the Legislative appropriations from the State General Fund for all higher education institutions and for the University for the years shown. Legislative appropriations reached a pre-recession high in 2009 of approximately $285 million for all higher education, but declined sharply during the recession to an approximate low of $209 million in

2012. Since the 2012 low, State appropriations have steadily climbed to approximately $260 million in 2016.

State General Fund Appropriations

	2013	2014	2015	2016*
All Higher Education	$227,950,500	$236,543,600	$251,223,200	$263,751,200
Boise State University	$74,496,000	$76,338,100	$80,391,900	84,276,500
Percentage Increase (Decrease) over prior year for the University	9.5%	2.5%	5.3%	5.4%

*Unaudited.

GRANTS AND CONTRACTS

The United States government and various other public and private sponsoring agencies, through various grant and contract programs, provide a substantial percentage of the University's current revenues. The use of such funds is usually restricted to specific projects and is not included in the budget for the University. Such revenues include grants and contracts for research, public service, instruction and training programs, fellowships, scholarships, endowment scholarship programs, student aid programs, and grants for construction projects. The University believes it has complied with all material conditions and requirements of these grants and contracts. For Fiscal Year 2015, total grants and contracts totaled $33,403,126, which amount includes the $4,308,512 of F&A Recovery Revenues included in Pledged Revenues. The University also received $26,175,741 in federal Pell Grants for the 2014-2015 academic year. The following table displays federally funded expenditures, which include Pell Grants and Direct Loan Programs, for each the last five Fiscal Years:

Federally Funded Expenditures
(in 000s)

	2011*	2012*	2013*	2014	2015
Research	$ 19,793	$ 19,908	$17,734	$15,292	$18,642
Non-Research	136,870	137,702	132,889	122,734	119,728
Total Expenditures	$156,663	$157,610	$150,623	$138,026	$138,371

* Federally funded expenditures increased in 2011-2013, compared to pre-2011 levels, because in those years the University had large, one-time federally funded projects, such as a park and ride parking lot and federally funded expansion of the geothermal utility distribution system.

Pledged Revenues do not include Restricted Fund Revenues, which consist of revenues that the University is obligated to spend in accordance with restrictions imposed by external third parties, such as revenues from grants, contracts, gifts and scholarships. However, Pledged Revenues do include F&A Recovery Revenues, which consist of revenues received by the

University as reimbursement for facility and administrative costs in conjunction with grants and contracts for research activities conducted by the University. See "SECURITY FOR THE 2016A BONDS–Pledged Revenues–Facilities and Administrative Recovery Revenues" and "Historical Revenues Available for Debt Service" above.

Direct financial aid to students, primarily in the form of student loans, scholarships, grants, student employment, awards, and deferred payments, totaled approximately $138 million for Fiscal Year 2015. Of such amount, approximately $70 million was in the form of direct student loans. Due to uncertainty with respect to the amount of federal grants, donations, and other sources the University expects to receive for the purpose of providing financial aid, the University cannot determine the amount of financial aid that will be available in future years.

BUDGET PROCESS

The University operates on an annual budget system. Its Fiscal Year begins July 1 of each year. The budget process, as well as the administration of the expenditures authorized through the process, is administered through the offices of the President and the Vice President for Finance and Administration, in collaboration with the departmental faculty and administrative officers. The internal budget process concludes with a general budget proposal for the following Fiscal Year being submitted in consolidated form by the University Administration to the Board in August of each year.

The University's operating budget is approved by the Board prior to the commencement of the Fiscal Year, usually at its June meeting. At that meeting, the Board, serving also as the governing boards of the State's other institutions of higher education, approves the annual budgets for those institutions as well.

INVESTMENT POLICY

Board policy establishes permitted investment categories for the University. The University's investment policy establishes, in order of priority, safety of principal preservation, ensuring necessary liquidity, and achieving a maximum return, as the objectives of its investment portfolio. See Note 2 of "APPENDIX A– AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2014 AND 2015." Moneys in Funds and Accounts established under the Resolution are required to be invested in Investment Securities, as described in "APPENDIX D– SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION–PLEDGE OF REVENUES; ESTABLISHMENT OF FUNDS AND ACCOUNTS – Establishment of Funds; Revenue Fund; Bond Fund; Flow of Funds; Investment of Funds." The University has not experienced any significant investment losses or unexpected limitations on the liquidity of its short-term investments.

NO INTEREST RATE SWAPS

The University has not entered into any interest rate swaps or other derivative products.

BOISE STATE UNIVERSITY FOUNDATION, INC.

The Boise State University Foundation, Inc. (the "*BSU Foundation*") is a nonprofit corporation organized under State law in 1967. Its purpose is to receive, manage and otherwise

deal in property and apply the income, principal and proceeds of such property for the benefit of the University. An approximately 45 member board of directors manages the BSU Foundation. A.J. Balukoff, Sr. currently serves as Chairman of the Board of the BSU Foundation.

Financial statements for the BSU Foundation are contained in Note 13 to the University's financial statements. See "APPENDIX A– AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2015 AND 2014." Net assets of the BSU Foundation at June 30, 2015 were $154,868,089.

In June 2011, the BSU Foundation completed its first comprehensive fundraising campaign. The Foundation's Destination Distinction campaign exceeded the original campaign goal by $10 million, raising over $185 million to support scholarships, programs and facilities, much of which has already been spent on various projects. The BSU Foundation is currently seeking funds for specific strategic initiatives including the Fine Arts Building, Materials Science Building, and the Alumni & Friends Center.

FUTURE CAPITAL PROJECTS

To address the educational needs of the region and the facilities needs of the growing student body, the University implemented a Strategic Facility Fee in 2006. The Strategic Facility Fee has increased from its initial $25 in Fiscal Year 2007 to $288 for Fiscal Year 2016. The Strategic Facility Fee is a component of Student Fees that are included in Pledged Revenues. Revenues from the Strategic Facility Fee are intended to be used together with donations, State of Idaho Permanent Building Fund monies provided by the State, capital grants and University reserves to provide funds for construction of buildings pursuant to the University's Campus Master Plan.

The University may not undertake any capital project or long-term financing without prior Board approval.

The University currently anticipates that it may issue Additional Bonds or other debt to finance capital facilities within the next three years. Two significant buildings are currently in the programming and design phase; a Fine Arts Building and a Materials Science Building. The Fine Arts Building is expected to cost roughly $36,000,000. With State support and private donations expected to contribute approximately $6,000,000, the remaining balance of approximately $30,000,000 would be financed through the issuance of Additional Bonds. The anticipated $37,000,000 of Additional Bonds could be reduced if additional private gifts are received. The Materials Science Building is expected to cost roughly $52,000,000, but a lead donor has already contributed $25,000,000. The expected amount of Additional Bonds to be issued to finance construction of the Materials Science Building is the balance of $27,000,000. The Foundation is currently fundraising for both facilities.

The University has three other significant capital projects currently underway.

Alumni and Friends Center. This approximately $12,000,000 facility will provide additional and improved spaces, including event spaces for engagements with alumni and donors. This facility was financed through private gifts and donations and by a $5,000,000 in Foundation debt. The University will occupy and lease a portion of the facility pursuant to an Agreement for the Development, Occupancy, Ownership and Use of the Alumni and Friends

Center, between the Foundation and the University (the "Alumni Agreement"). The Alumni Agreement requires the University to make lease payments of the Foundation sufficient to repay the Foundation's debt obligation and certain additional rent to assist with additional expenses related to the construction and operation of the Alumni and Friends Center. Additionally, the University will manage and maintain the facility. Upon the Foundation's retirement of its loan, title to the facility will immediately transfer to the University for an amount of ten dollars. This facility is currently under construction and is expected to open in 2016.

City Center Plaza. Through a public private partnership the University is joining the Greater Boise Auditorium District, Valley Regional Transit (the regional transportation authority) and several private companies to construct a new mixed-use facility that includes an expansion to the convention center, federally funded underground transit center and educational, office and retail spaces. This project in the heart of downtown Boise will be the new home for the University's computer science ("CS") programs and CS research. The University's CS programs will co-locate in this facility and collaborate with private CS companies, providing a unique and industry-focused educational opportunity for the students.

In February 2016 the University secured Board approval for the purchase of the University space within the facility at a cost of approximately $9,450,000. The $9,450,000 will be funded from University reserves (without debt financing). Purchase of the University space within the facility allows the University to avoid the annual lease cost and allows the University to apply for occupancy funding from the State to support the building's operating costs. This facility is currently under construction and is expected to open in Summer 2016. The University is also in negotiations to lease up to an additional 2,900 square feet of retail space in this facility for a new bookstore, with the lease payments to be paid from bookstore revenues.

Honors College and Student Housing. Through a public private partnership agreement, the University has selected Educational Realty Trust ("EDR"), a publicly traded REIT, to finance and construct a new 656-bed residential Honors College, to be built on the Boise campus through a ground lease. This facility is currently under construction and is expected to open in Fall 2017. The purpose of this facility is not only to provide more student housing inventory, but to elevate the Honors College and assist in the recruitment of additional honors students. The project will also include offices, classrooms and food service. Through this arrangement, the approximately $36,000,000 facility will be funded with 100% cash equity from EDR. Pursuant to the terms and conditions of the ground lease, EDR is not permitted to issue any debt secured by the property or its leasehold interest in the project, without University approval. EDR is required to pay the University an annual ground lease payment consisting of a guaranteed fixed amount, plus a percentage of the project's gross revenues. The fixed payment will escalate with the consumer price index.

The University is not participating in the financing of this project, except that the University will fund, own and operate the food service component. The food service component is estimated to cost approximately $4,000,000 and will be funded by University reserves and a contribution from the University's private food service operator. The University will not incur debt to construct the food service facility in this project. From the ground lease and food service income, the University expects this project to generate a positive net income for the University.

In conjunction with the opening of this 656-bed project, the University will remove from its inventory the John B. Barnes Towers (the "Towers"), a 348-bed student housing facility. As part of the University's capital planning process, the Towers have been planned for repurposing. The Towers is a traditional student dormitory building built in 1970 and is the most distant student dormitory from campus services. The repurposing of the facility has been delayed as the University allocated resources to higher priorities. EDR has committed in the ground lease to provide a $2 million incentive payment to repurpose the Towers into some use other than housing. The University intends to convert the Towers into office space. While the reduction in University-owned beds will result in a moderate loss to housing income, the loss is offset by the $2 million inventive payments, reduction in housing operating expenses, expected State support for office occupancy funding, cost avoidance of additional office leases and ground lease revenue from the new 656-bed project.

OUTSTANDING DEBT

The University has the following debt outstanding as of April 2, 2016:

Outstanding Bonds	**Original Issue Amount**	**Amount Outstanding**
General Revenue Bonds		
General Revenue and Refunding Bonds, Series 2007A*	$96,365,000	$88,935,000
General Revenue Bonds, Series 2007B	25,860,000	715,000
General Revenue and Refunding Bonds, Series 2009A*	42,595,000	27,500,000
Taxable General Revenue Bonds, Series 2010B (Build America Bonds–Issuer Subsidy)	12,895,000	12,570,000
General Revenue Project and Refunding Bonds, Series 2012A	33,330,000	28,525,000
General Revenue Refunding Bonds, Series 2013A	14,195,000	12,260,000
General Revenue Project and Refunding Bonds, Series 2013B	11,760,000	9,870,000
General Revenue Refunding Bonds, Series 2015A	31,210,000	29,380,000
Total:	$269,210,000	$209,775,000
Other Obligations		
2006 Bronco Stadium Expansion Loan	$3,381,000	$633,565
Capital Leases for Building and Equipment	4,912,402	751,798
Total:	$8,293,402	$,1,385,363

* Does not reflect the refunding of the Refunded Bonds. Any refunding with proceeds of the 2016A Bonds will be undertaken solely to achieve debt service savings.

For additional information regarding the University's outstanding debt, see Notes 7, 8 and 9 of "APPENDIX A– AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2015 AND 2014."

FINANCIAL STATEMENTS

The financial statements of the University as of and for the Fiscal Years ended June 30, 2015 and 2014, which are included as APPENDIX A to this Official Statement, have been audited by Moss Adams LLP, independent auditors, as stated in their report appearing therein. Moss Adams has not been engaged to perform and has not performed, since the date of such report, any procedures on the financial statements addressed in the report. Moss Adams has not performed any procedures relating to this Official Statement, and has not consented to the use of the financial statements of the University in this Official Statement.

TAX MATTERS

2016A BONDS

In the opinion of Bond Counsel, assuming continuous compliance with certain covenants described below: (i) interest on the 2016A Bonds is excluded from gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of the 2016A Bonds (the "*Tax Code*"); (ii) interest on the 2016A Bonds is excluded from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code except that such interest is required to be included in calculating the "adjusted current earnings" adjustment applicable to corporations for purposes of computing the alternative minimum taxable income of corporations as described below; and (iii) interest on the 2016A Bonds is excluded from gross income for purposes of income taxation by the State of Idaho.

The Tax Code imposes several requirements which must be met with respect to the 2016A Bonds in order for the interest thereon to be excluded from gross income and alternative minimum taxable income (except to the extent of the aforementioned adjustment applicable to corporations). Certain of these requirements must be met on a continuous basis throughout the term of the 2016A Bonds. These requirements include: (a) limitations as to the use of proceeds of the 2016A Bonds; (b) limitations on the extent to which proceeds of the 2016A Bonds may be invested in higher yielding investments; and (c) a provision, subject to certain limited exceptions, that requires all investment earnings on the proceeds of the 2016A Bonds above the yield on the 2016A Bonds to be paid to the United States Treasury. The exclusion of interest on the 2016A Bonds from gross income for Idaho income tax purposes is dependent on the interest on the 2016A Bonds being excluded from gross income for federal income tax purposes. The University will covenant and represent that it will take all steps to comply with the requirements of the Tax Code to the extent necessary to maintain the exclusion of interest on the 2016A Bonds from gross income and alternative minimum taxable income (except to the extent of the aforementioned adjustment applicable to corporations) under such federal income tax laws in effect when the 2016A Bonds are delivered. Bond Counsel's opinion as to the exclusion of interest on the 2016A Bonds from gross income (for federal and Idaho income tax purposes) and alternative minimum taxable income (to the extent described above) is rendered in reliance on these covenants, and assumes continuous compliance therewith. The failure or inability of the University to comply with these requirements could cause the interest on the 2016A Bonds to be included in gross income (for federal and Idaho income tax purposes), alternative minimum taxable income or both from the date of issuance. Bond Counsel's opinion also is rendered in reliance upon certifications of the University and other certifications furnished to Bond Counsel. Bond Counsel has not undertaken to verify such certifications by independent investigation.

Section 55 of the Tax Code contains a 20% alternative minimum tax on the alternative minimum taxable income of corporations. Under the Tax Code, 75% of the excess of a corporation's "adjusted current earnings" over the corporation's alternative minimum taxable income (determined without regard to this adjustment and the alternative minimum tax net operating loss deduction) is included in the corporation's alternative minimum taxable income for purposes of the alternative minimum tax applicable to the corporation. "Adjusted current earnings" includes interest on the 2016A Bonds.

The Tax Code contains numerous provisions which may affect an investor's decision to purchase the 2016A Bonds. Owners of the 2016A Bonds should be aware that the ownership of tax-exempt obligations by particular persons and entities, including, without limitation, financial institutions, insurance companies, recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, foreign corporations doing business in the United States and certain "subchapter S" corporations may result in adverse federal and state tax consequences. Under Section 3406 of the Tax Code, backup withholding may be imposed on payments on the 2016A Bonds made to any owner who fails to provide certain required information, including an accurate taxpayer identification number, to certain persons required to collect such information pursuant to the Tax Code. Backup withholding may also be applied if the owner underreports "reportable payments" (including interest and dividends) as defined in Section 3406, or fails to provide a certificate that the owner is not subject to backup withholding in circumstances where such a certificate is required by the Tax Code. With respect to any of the 2016A Bonds sold at a premium, representing a difference between the original offering price of those 2016A Bonds and the principal amount thereof payable at maturity, under certain circumstances, an initial owner of such bonds (if any) may realize a taxable gain upon their disposition, even though such bonds are sold or redeemed for an amount equal to the owner's acquisition cost. Bond Counsel's opinion relates only to the exclusion of interest on the 2016A Bonds from gross income (for federal and Idaho income tax purposes) and alternative minimum taxable income as described above and will state that no opinion is expressed regarding other federal or state tax consequences arising from the receipt or accrual of interest on or ownership of the 2016A Bonds. Owners of the 2016A Bonds should consult their own tax advisors as to the applicability of these consequences.

The opinions expressed by Bond Counsel are based on existing law as of the delivery date of the 2016A Bonds. No opinion is expressed as of any subsequent date nor is any opinion expressed with respect to pending or proposed legislation. Amendments to the federal or state tax laws may be pending now or could be proposed in the future that, if enacted into law, could adversely affect the value of the 2016A Bonds, the exclusion of interest on the 2016A Bonds from gross income (for federal and Idaho income tax purposes) or alternative minimum taxable income or both from the date of issuance of the 2016A Bonds or any other date, the tax value of that exclusion for different classes of taxpayers from time to time, or that could result in other adverse tax consequences. In addition, future court actions or regulatory decisions could affect the tax treatment or market value of the 2016A Bonds. Owners of the 2016A Bonds are advised to consult with their own tax advisors with respect to such matters.

The Internal Revenue Service (the "*Service*") has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax

purposes. No assurances can be given as to whether or not the Service will commence an audit of the 2016A Bonds. If an audit is commenced, the market value of the 2016A Bonds may be adversely affected. Under current audit procedures the Service will treat the University as the taxpayer and the 2016A Bond owners may have no right to participate in such procedures. The University has covenanted not to take any action that would cause the interest on the 2016A Bonds to lose its exclusion from gross income for federal income tax purposes or lose its exclusion from alternative minimum taxable income except to the extent described above for the owners thereof for federal income tax purposes. None of the University, the Underwriter, or Bond Counsel is responsible for paying or reimbursing any 2016A Bond holder with respect to any audit or litigation costs relating to the 2016A Bonds.

[Premium Bonds

The initial public offering price of certain maturities of the 2016A Bonds (the "*Premium Bonds*"), as shown on the inside cover page, are issued at original offering prices in excess of their original principal amount. The difference between the amount of the Premium Bonds at the original offering price and the principal amount payable at maturity represents "bond premium" under the Code. As a result of requirements of the Code relating to the amortization of bond premium, under certain circumstances an initial owner of a Premium Bond may realize a taxable gain upon disposition of such a bond, even though such bond is sold or redeemed for an amount equal to the original owner's cost of acquiring such bond. All owners of 2016A Bonds are advised that they should consult with their own tax advisors with respect to the tax consequences of owning and disposing of 2016A Bonds, whether the disposition is pursuant to a sale of the 2016A Bonds or other transfer, or redemption.

Original Issue Discount

The initial public offering price of certain maturities of the 2016A Bonds (the "*Discount Bonds*"), as shown on the inside cover page hereof, is less than the amount payable on such Bonds at maturity. The difference between the amount of the Discount Bonds payable at maturity and the initial public offering price of the Discount Bonds will be treated as "original issue discount" for federal income tax purposes. The original issue discount on the Discount Bonds is treated as accruing over the respective terms of such Discount Bonds on the basis of a constant interest rate compounded at the end of each six-month period (or shorter period from the date of original issue) ending on April 1 and October 1 with straight line interpolation between compounding dates. In the case of a purchaser who acquires the Discount Bonds in this offering, the amount of original issue discount accruing each period (calculated as described in the preceding sentence) constitutes interest which is excluded from gross income, alternative minimum taxable income and Idaho taxable income under the conditions and subject to the exceptions described in the preceding paragraphs and will be added to the owner's basis in the Discount Bonds. Such adjusted basis will be used to determine taxable gain or loss upon disposition of the Discount Bonds (including sale or payment at maturity).

Beneficial Owners who purchase Discount Bonds in the initial offering at a price other than the original offering price shown on the inside cover page hereof and owners who purchase Discount Bonds after the initial offering should consult their own tax advisors with respect to the tax consequences of the ownership of the Discount Bonds. Beneficial Owners who are subject to state or local income taxation (other than Idaho state income taxation) should consult their tax

advisor with respect to the state and local income tax consequences of ownership of the Discount Bonds. It is possible that, under the applicable provisions governing determination of state and local taxes, accrued original issue discount on the Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment**.]**

ESCROW VERIFICATION

The Arbitrage Group, Inc. will verify the accuracy of the mathematical computations concerning the adequacy of the maturing principal amounts of and interest earned on the government obligations, together with other escrowed moneys, to pay interest on the Refunded Bonds as the same falls due and the redemption price of, and interest on, the Refunded Bonds on the respective redemption dates, and the mathematical computations of the yield on the 2016A Bonds and the yield on the government obligations purchased with a portion of the proceeds of the sale of the 2016A Bonds. Such verification shall be based in part upon information supplied by the Underwriter.

UNDERWRITING

The 2016A Bonds are being purchased by Barclays Capital Inc. (the "*Underwriter*"). The purchase contract provides that the Underwriter will purchase all of the 2016A Bonds, if any are purchased, at a price of $_____, representing the principal amount of the 2016A Bonds, plus original issuance premium of $_____. The University has agreed to pay Underwriter's fees of $_____ with respect to the 2016A Bonds.

The Underwriter may offer and sell the 2016A Bonds to certain dealers (including dealers depositing the 2016A Bonds in investment trusts) and others at prices lower than the initial offering prices (or prices corresponding to the yields) stated on the inside cover page hereof.

RATINGS

Moody's Investors Service has assigned its municipal rating of "__" to the 2016A Bonds. Standard & Poor's Financial Services LLC, a subsidiary of the McGraw-Hill Companies, has assigned its municipal rating of "__" to the 2016A Bonds.

The ratings reflect only the views of the rating agencies. An explanation of the significance of the ratings may be obtained from the rating agencies. There is no assurance that such ratings will continue for any given period of time or that the ratings may not be revised or withdrawn entirely if, in the judgment of the rating agencies, circumstances so warrant. Any downward revision or withdrawal of such ratings will be likely to have an adverse effect on the market price or marketability of the 2016A Bonds.

LITIGATION

The University has reported that, as of the date hereof, there is no litigation pending or threatened that, if decided adversely to the interests of the University, would have a materially adverse effect on the operations or financial position of the University. There is no litigation of any nature now pending or threatened restraining or enjoining the issuance or sale of the 2016A

Bonds or in any way contesting or affecting the validity of, or having a material adverse effect on, the 2016A Bonds, the pledge and application of Pledged Revenues, or the existence or powers of the University.

APPROVAL OF LEGAL MATTERS

All legal matters incident to the authorization and issuance of the 2016A Bonds are subject to the approval of Hawley Troxell Ennis & Hawley LLP, Bond Counsel to the University. Bond Counsel's approving opinion in the form of Appendix F hereto will be delivered with the 2016A Bonds. Certain legal matters will be passed upon for the University by the Office of General Counsel. Certain matters will be passed upon for the Underwriter by its counsel, Foster Pepper PLLC, and by Hawley Troxell Ennis & Hawley LLP, in its role as Disclosure Counsel to the University. Any opinion delivered by Foster Pepper PLLC will be limited in scope, addressed only to the Underwriter and cannot be relied upon by investors.

CONTINUING DISCLOSURE

The University will enter into a Continuing Disclosure Undertaking (the "*Undertaking*") for the benefit of the Beneficial Owners of the 2016A Bonds. Pursuant to the Undertaking, the University will agree to send certain information annually and to provide notice of certain events to the Municipal Securities Rulemaking Board pursuant to the requirements of Section (b)(5) of Rule 15c2-12 (the "*Rule*") adopted by the Securities and Exchange Commission (the "*Commission*"). The information to be provided on an annual basis, the events which will be noticed on an occurrence basis, and a summary of other terms of the Undertaking, including termination, amendment, and remedies, are set forth in the Undertaking, the proposed form of which is attached as APPENDIX E to this Official Statement.

The University has materially complied with its continuing disclosure undertakings, although its filing was 17 days late for Fiscal Year 2013. The University has taken steps to ensure timely future compliance. See "APPENDIX E– PROPOSED FORM OF CONTINUING DISCLOSURE UNDERTAKING– Consequences of Failure of the University to Provide Information." A failure by the University to comply with the Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the 2016A Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the 2016A Bonds and their market price.

BOISE STATE UNIVERSITY

By_____
Bursar and Vice President
for Finance and Administration

APPENDIX A
AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2015 AND 2014

APPENDIX B
SCHEDULE OF STUDENT FEES

The following table sets forth the Student Fees of the University at the rates in effect for the Fiscal Year 2016. The amounts shown as Annual Estimated Revenue reflect the University's estimates based on actual collections for Fall 2015 and Spring 2016 and estimates of collections for Summer 2016. The University has requested a 6.9% fee increase for Fiscal Year 2017. The Board will approve a fee schedule for Fall 2016 and Spring and Summer 2017 at its April Board meeting, to be held April 13-14, 2016.

The University's estimates include certain assumptions concerning refunds, late fees and other variables with respect to individual fees, such that the annual estimated revenues of each fee are not the numerical product of the fee rates times a constant number for students paying such fees, but nonetheless represent the University's best estimate of fee revenues. The number of students used to calculate Estimated Annual Revenue is less than the total number of full time equivalent students as a result of the University's policy to provide fee waivers or discounts to certain scholarship recipients and to certain employees and spouses of certain employees. Full-time undergraduate students are defined as students taking 12 credit hours or more and full-time graduate students are defined as students taking nine credit hours or more per semester.

BOISE STATE UNIVERSITY
ESTIMATED SCHEDULE OF STUDENT FEES
FOR THE FISCAL YEAR ENDING JUNE 30, 2016[1]

	FULL TIME FEES[2]		PART TIME FEES[2]			
	RATE PER SEMESTER Fall and Spring	ANNUAL ESTIMATED REVENUE	RATE PER CREDIT HOUR Fall and Spring	RATE PER CREDIT HOUR Summer(3)	ANNUAL ESTIMATED REVENUE	TOTAL ANNUAL ESTIMATED REVENUE
TUITION	$2,384.10	$ 55,746,540	$176.83	$177.60	$ 14,488,693	70,235,232
FACILITY FEES						
General Building Fee	144.00	3,367,099	13.50	13.50	1,104,386	4,471,486
Capital Expen Reserve Fee	5.00	116,913			-	116,913
SUB Construction Fee	27.00	631,331	2.70	2.70	220,877	852,208
Residence Hall Construction Fee	57.00	1,332,810	5.70	5.70	466,296	1,799,107
Facilites Fees	288.79	6,752,671	23.70	22.50	1,903,172	8,655,844
Health and Wellness Ctr. Facility Fee	40.00	935,305	4.00	4.00	327,226	1,262,531
Subtotal Facility Fees	561.79	13,136,130	49.60	48.40	4,021,958	17,158,088.46
TECHNOLOGY FEES						
Information Technology Fee	108.84	2,544,966	9.65	9.65	789,432	3,334,398
Subtotal Technology Fees	108.84	2,544,966	9.65	9.65	789,432	3,334,397.66
ACTIVITY FEES						
Intercollegiate Athletics	114.80	2,684,326	11.12		579,432	3,263,759
Student Health Center	37.50	876,849	4.10	4.10	335,406	1,212,255
Student Union Operations	63.00	1,473,106	6.40	6.90	538,411	2,011,517
Student Life	0.20	4,677	0.13	0.13	10,635	15,311
Finance Office	3.25	75,994	0.38	0.38	31,086	107,080
Promtions & Marketing	6.87	160,639	0.67	0.67	54,810	215,449
Student Involvement & Leadership Cer	19.68	460,170	2.02	2.02	165,249	625,419
Associated Student Body	12.00	280,592	1.65	1.65	134,981	415,572
University News	8.00	187,061	0.40	0.25	28,268	215,329
Student Program Board	6.00	140,296	0.50	0.50	40,903	181,199
Campus Recreation	53.10	1,241,618	5.67	6.00	473,643	1,715,261
Theatre Arts	2.00	46,765	0.20		10,421	57,187
Alumni Activities	3.25	75,994	0.30		15,632	91,626
Scholarships	15.00	350,740			-	350,740
Children's Center	7.00	163,678	0.70	0.70	57,264	220,943
Volunteer Services Board	1.90	44,427	0.10	0.10	8,181	52,608
Marching Band	13.47	314,964	1.30		67,739	382,703
Student Diversity and Inclusion	3.00	70,148	0.30	0.50	30,482	100,630
International Student Serv	0.25	5,846			-	5,846
Multicultural Student Services	0.50	11,691	0.05	0.05	4,090	15,782
MLK fee	1.50	35,074	0.15	0.15	12,271	47,345
Career Center	3.50	81,839	0.25	0.25	20,452	102,291
Spirit Squad	6.50	151,987	0.50		26,054	178,041
Women's Center	1.00	23,383	0.03		1,563	24,946
	383.27	8,961,862	36.92	24.35	2,646,973	11,608,836
TOTAL BOARD APPROVED FEES SUBJECT TO 10% ANNUAL INCREASE RESTRICTION[4]	$3,438.00	$ 80,389,499	$273.00	$260.00	$ 21,947,056	$ 102,336,554
OTHER FEES / TUITION						
Graduate / Professional	645.00	806,309	85.00	67.00	572,461	1,378,770
Non-resident Tuition (net of waivers)	85.00	21,029,033	250.00	67.00	593,390	21,622,423
Western Undergraduate Exchange Fee	1,750.00	3,360,783				3,360,783
In-Service				Varies	519,533	519,533
Faculty Staff Fees		17,189			4,267	21,456
Senior Citizen Fees		5,259			2,316	7,575
Self Support Programs	Varies	9,729,079			2,208,272	11,937,352
OTHER BOARD APPROVED FEES		34,947,652			3,900,240	38,847,892
OTHER CHARGES[5]	177.00	617,319			6,147,291	6,764,610
TOTAL PLEDGED STUDENT FEES		$ 115,954,470			$ 31,994,586	$ 147,949,056

(1) Includes actual fees and revenues for summer 2015 and the fall 2015 semester; and estimated fees and revenues for the spring 2016 semester.
(2) Full-time undergraduate fees are charged to undergraduate students taking 12 or more credit hours. Full-time Graduate fees are charged to graduate students taking nine or more credits. Part-time credit hour fees are charged to students taking 11 or fewer credit hours.
(3) For Summer, the part-time credit hour fee is charged regardless of the number of credits.
(4) Board policy limits requests for increases in these fees to 10% annually unless it grants special approval for such requests prior to the April fee-setting meeting.
(5) Board policy allows a variety of charges to be assessed by the University to support specific activities. These fees are only charged to students that engage in these particular activities. Examples include special course fees to supply labs and continuing education fees as well as fines for late payment, parking tickets or library charges. Fees for services such as orientation are also included in this line item.

APPENDIX C
GLOSSARY OF TERMS USED IN THE RESOLUTION AND OFFICIAL STATEMENT

APPENDIX D
SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION

APPENDIX E
PROPOSED FORM OF CONTINUING DISCLOSURE UNDERTAKING

APPENDIX F
PROPOSED FORM OF OPINION OF BOND COUNSEL

APPENDIX G
BOOK ENTRY ONLY SYSTEM

THE DEPOSITORY TRUST COMPANY

SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

(Prepared by DTC--bracketed material may apply only to certain issues)

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of: AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests

in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.]

[6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

[9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to [Tender/Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender/Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to [Tender/Remarketing] Agent's DTC account.]

10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

SUPPLEMENTAL RESOLUTION

Authorizing the Issuance and Providing for the Sale of

BOISE STATE UNIVERSITY
GENERAL REVENUE REFUNDING BONDS, SERIES 2016A

Adopted April ___, 2016

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SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION of the Board of Trustees of Boise State University authorizing the issuance of General Revenue Refunding Bonds, Series 2016A, of Boise State University; delegating authority to approve the terms and provisions of the Bonds in the principal amount of up to $_____; authorizing the execution and delivery of a Bond Purchase Agreement upon sale of the Bonds, and providing for other matters relating to the authorization, issuance, sale and payment of the Series 2016A Bonds.

* * * * * *

WHEREAS, Boise State University (the "**University**") is a state institution of higher education and body politic and corporate organized and existing under and pursuant to the Constitution and laws of the State of Idaho; and

WHEREAS, the Idaho State Board of Education, acting in its capacity as the Board of Trustees of the University (the "**Board**"), is authorized, pursuant to the Constitution of the State of Idaho, title 33, chapter 38, Idaho Code, and title 57, chapter 5, Idaho Code (collectively, the "**Act**"), to issue bonds to finance or refinance "projects," as defined in such Act; and

WHEREAS, on September 17, 1992, the Board adopted a resolution providing for the issuance of revenue bonds thereunder pursuant to supplemental resolutions thereof for future projects or refinancing purposes, which resolution has been amended and supplemented from time to time (as amended and supplemented, the "**Resolution**"); and

WHEREAS, the University is authorized under the provisions of Article VII of the Resolution to issue Additional Bonds (as defined in the Resolution) upon compliance with the requirements thereof; and

WHEREAS, (i) on January 8, 2007, the Board adopted a Supplemental Resolution providing for the issuance of $96,365,000 General Revenue and Refunding Bonds, Series 2007A, which were issued on January 30, 2007 (the "**2007A Bonds**"); (ii) on February 26, 2009, the Board adopted a Supplemental Resolution providing for the issuance of $42,595,000 General Revenue and Refunding Bonds, Series 2009A, which were issued on March 19, 2009 (the "**2009A Bonds**");

WHEREAS, Schedule 1 attached hereto specifically identifies certain of the 2007A Bonds and 2009A Bonds which are subject to refunding pursuant to the Resolution (the "**Refunding Candidates**"); and

WHEREAS, the Board has determined that (i) certain of the University's 2007A Bonds (the portion of such bonds to be refunded being referred to herein as the "**2007A Refunded Bonds"**), and (i1) certain of the University's 2009A Bonds (the portion of such bonds to be

refunded being referred to herein as the "**2009A Refunded Bonds**," and, collectively with the 2007A Refunded Bonds, the "**Refunded Bonds**"), may be refunded at a debt service savings to the University; and

WHEREAS, to provide funds to refund the Refunded Bonds and to pay the Costs of Issuance thereof, the Board desires to authorize the issuance of its General Revenue Refunding Bonds, Series 2016A (the "**Series 2016A Bonds**" or "**2016A Bonds**"); and

WHEREAS, pursuant to Section 57-235, Idaho Code, the Board desires to delegate authority, in accordance with the specific instructions and procedures set forth herein, for determination and approval of certain final terms and provisions of the 2016A Bonds and other matters.

NOW, THEREFORE, be it resolved by the Board of Trustees of Boise State University as follows:

ARTICLE I
DEFINITIONS

Section 101. Definitions.

(a) Certain terms are defined in the preambles hereto. Except as provided in the preambles and subparagraph (b) of this Section, all capitalized terms contained in this Supplemental Resolution shall have the same meanings as set forth in the Resolution.

(b) As used in this Supplemental Resolution, unless the context shall otherwise require, the following terms shall have the following meanings:

"**Bond Purchase Agreement**" means the Bond Purchase Agreement between the Board and the Underwriter in substantially the form authorized in Section 204 herein, setting forth the terms and conditions of the negotiated sale of the 2016A Bonds, the final version of which to be presented to the Delegated Officer of the University for approval and execution upon sale of the 2016A Bonds.

"**Bond Register**" means the registration records of the University, maintained by the Trustee, on which shall appear the names and addresses of the Registered Owners of the 2016A Bonds.

"**Book-Entry System**" means the book-entry system of registration of the 2016A Bonds described in Section 209 of this Supplemental Resolution.

"**Cede & Co.**" means Cede & Co., as nominee of DTC.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, and the regulations promulgated thereunder.

"**Continuing Disclosure Undertaking**" means the Continuing Disclosure Undertaking with respect to the 2016A Bonds authorized by Section 204 of this Supplemental Resolution.

"**DTC**" means The Depository Trust Company, New York, New York.

"**DTC Participants**" means those financial institutions for whom the Securities Depository effects book entry transfers and pledges of securities deposited with the Securities Depository.

"**Delegated Officer**" means the Bursar or President of the University.

"**Delegation Certificate**" means the Certificate as to Bond Pricing and Related Matters signed and delivered by the Delegated Officer to approve the final terms and provisions of the 2016A Bonds upon the sale thereof, substantially in the form of **Exhibit C** hereto.

"**Escrow Account**" means the account, or subaccounts thereunder, created under the Escrow Agreement for the refunding of the Refunded Bonds.

"**Escrow Agent**" means The Bank of New York Mellon Trust Company, N.A., as escrow agent under the Escrow Agreement.

"**Escrow Agreement**" means the Escrow Agreement dated as of the date of delivery of the 2016A Bonds between the University and the Escrow Agent, providing for the defeasance and redemption of the Refunded Bonds, authorized by Section 401 of this Supplemental Resolution.

"**Escrow Securities**" shall mean direct obligations of the United States of America, or other securities, the principal and interest of which are unconditionally guaranteed by the United States of America, and including certificates evidencing ownership of serially maturing interest payments and principal payments on United States Treasury Notes or Bonds.

"**Refunded Bonds**" means the 2007A Refunded Bonds and the 2009A Refunded Bonds in the principal amounts and maturing in the years specifically identified in the Delegation Certificate, as approved by the Delegated Officer upon sale of the 2016A Bonds.

"**Regulations**" means the treasury regulations promulgated under the Code and those provisions of the treasury regulations originally promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, which remain in effect under the Code.

"**Representation Letter**" means the Blanket Representations Letter from the University to DTC dated June 18, 1999.

"**Resolution**" means the Resolution providing for the issuance of revenue bonds adopted by the Board on September 17, 1992, as previously amended and supplemented, and as further amended and supplemented by this Supplemental Resolution.

"**Securities Depository**" means DTC or any successor Securities Depository appointed pursuant to Section 210.

"**Supplemental Resolution**" means this Supplemental Resolution adopted by the Board on April __, 2016, authorizing the issuance of the 2016A Bonds upon the sale thereof, setting

forth certain requirements of the terms of sale of the 2016A Bonds, delegating authority to approve the final terms and provisions of the 2016A Bonds, and providing for related matters.

"**Trustee**" means The Bank of New York Mellon Trust Company, N.A., having an office in San Francisco, California, as successor trustee, and its successors and permitted assigns pursuant to the Resolution, as paying agent, trustee, and registrar for the 2016A Bonds.

"**2016 Costs of Issuance Account**" means the account created pursuant to Section 301 of this Supplemental Resolution, to be established, held and administered by the Escrow Agent from which the Costs of Issuance of the 2016A Bonds shall be paid by the Escrow Agent.

"**Underwriter**" means Barclays Capital Inc.

The terms "**hereby**," "**hereof**," "**hereto**," "**herein**," "**hereunder**," and any similar terms as used in this Supplemental Resolution refer to this Supplemental Resolution.

Section 102. Authority for Supplemental Resolution. This Supplemental Resolution is adopted pursuant to the provisions of the Act and the Resolution.

Section 103. Effective Date. This Supplemental Resolution contemplates the issuance and sale of the 2016A Bonds through a delegation of authority as provided in Section 205 hereof. Unless the context clearly indicates otherwise -- for example, the provisions of Section 204(a) through Section 204(c) take effect upon adoption of this Supplemental Resolution-- this Supplemental Resolution shall not take effect and no provision thereof shall be binding upon the University unless and until the 2016A Bonds are sold and issued.

ARTICLE II
AUTHORIZATION, TERMS AND ISSUANCE OF 2016A Bonds

Section 201. Authorization of 2016A Bonds, Principal Amounts, Designation, and Confirmation of Pledged Revenues. In order to provide funds for refunding the Refunded Bonds, and to pay Costs of Issuance of the 2016A Bonds, and in accordance with and subject to the terms, conditions and limitations established in the Resolution and this Supplemental Resolution, one or more series of tax-exempt and/or taxable general revenue bonds are hereby authorized to be issued in the aggregate principal amount of up to $_____. Each series of bonds shall be designated as follows: "General Revenue Refunding Bonds, Series 2016__." The 2016A Bonds shall be issued as Additional Bonds under the Resolution in fully-registered form, without coupons, in denominations of $5,000 each or any integral multiple thereof.

The 2016A Bonds are secured by the pledge of the Pledged Revenues under Section 5.1 of the Resolution, equally and ratably with all Bonds issued under the Resolution.

Section 203. Issue Date. The 2016A Bonds shall be dated the date of their original issuance and delivery.

Section 204. Authorization of Actions Preliminary to Sale of 2016A Bonds.

(a) The Board desires to sell the 2016A Bonds pursuant to negotiated sale to the Underwriter pursuant to the Act.

(b) The Preliminary Official Statement (the "**POS**"), in substantially the form presented at this meeting, with such changes, omissions, insertions and revisions as the Bursar shall approve, is hereby authorized, and the actions of the University, including the certification by the Bursar as to the "deemed finality" of the POS pursuant to Rule 15c2-12 of the Securities Exchange Commission adopted pursuant to the Securities Exchange Act of 1934, as amended ("**Rule 15c2-12**") in connection with the offering of the 2016A Bonds, are hereby acknowledged, approved and ratified.

(c) The Bond Purchase Agreement in substantially the form attached hereto as **Exhibit A**, with such changes, omissions, insertions and revisions as the Delegated Officer shall approve, is hereby ratified and approved. Upon the sale of the 2016A Bonds, the Delegated Officer is hereby authorized to execute and deliver the Bond Purchase Agreement to the Underwriter. The President of the University and the Bursar of the University are authorized to do or perform all such acts as may be necessary or advisable to comply with the Bond Purchase Agreement and to carry the same into effect.

(d) Upon the sale of the Bonds, the POS together with such changes, omissions, insertions and revisions to reflect the final terms and provisions of the 2016A Bonds (thereafter referred to as the "**Official Statement**"), shall be approved and signed by the Bursar or President of the University to authorize delivery thereof to the Underwriter for distribution to prospective purchasers of the 2016A Bonds and other interested persons.

(e) In order to comply with subsection (b)(5) of Rule 15c2-12, the Underwriter has provided in the Bond Purchase Agreement that it is a condition to delivery of the 2016A Bonds that the University and the Trustee, as disclosure agent thereunder, shall have executed and delivered the Continuing Disclosure Undertaking. The Continuing Disclosure Undertaking in substantially the form attached hereto as **Exhibit B** is hereby ratified and approved in all respects, and the Board authorizes the Underwriter to include a copy thereof in the POS and Official Statement. Upon delivery of the 2016A Bonds, the Bursar or President of the University is hereby authorized to execute and deliver the Continuing Disclosure Undertaking. Such Continuing Disclosure Undertaking shall constitute the University's undertaking for compliance with Rule 15c2-12.

(f) The Escrow Agreement between the University and the Escrow Agent, in substantially the form attached hereto as **Exhibit E**, is hereby authorized and approved, and, prior to the issuance of the 2016A Bonds, the Bursar or President of the University is hereby authorized, empowered and directed to execute and deliver the Escrow Agreement on behalf of the Board and the University, with such changes to the Escrow Agreement from the form presented to the Board as are approved by such officer, the execution thereof to constitute conclusive evidence of such approval. The Bursar is hereby authorized to perform all such acts as may be necessary or advisable to comply with the Escrow Agreement or to carry out or give effect to the Escrow Agreement

Section 205. Sale of 2016A Bonds and Related Documents; Delegation Authority.

(a) Pursuant to Section 57-235, Idaho Code, as amended, the Board hereby delegates to the University's Bursar or President of the University (each acting solely, the "**Delegated Officer**") the power to make the following determinations on the date of sale of the 2016A Bonds, without any requirement that the members of the Board meet to approve such determinations, but subject to the limitations provided:

(i) The rates of interest to be borne on the 2016A Bonds, provided that the interest rates on the portion of the 2016A Bonds allocated to refunding the Refunded Bonds shall not exceed the rates that will achieve an aggregate dollar amount of savings on the Refunded Bonds, the net present value of which, computed using as a present value factor the yield (as defined in the Regulations) on the 2016A Bonds, shall equal not less than three percent (3.0%) of the principal amount of the Refunded Bonds taken as a whole.

(ii) The aggregate principal amount of the 2016A Bonds, including issuing the 2016A Bonds in one or more series at separate times if needed.

(iii) The amount of principal of the 2016A Bonds maturing, or subject to mandatory sinking fund redemption in any particular year, and the rate of interest accruing thereon.

(iv) The maturities and amounts of the Refunded Bonds.

(v) The final maturity of the 2016A Bonds; provided that the final maturity date of the 2016A Bonds shall not be later than the last maturity of the Refunded Bonds.

(vi) The price at which the Bonds will be sold (including any underwriter's discount, original issue premium and original issue discount), provided that the underwriter's discount shall not exceed ___% of the principal amount of the Bonds.

(vii) The dates, if any, on which, and the prices at which, the 2016A Bonds will be subject to optional redemption.

(viii) The terms of any contract for credit enhancement of the Bonds.

(b) Upon the sale of the 2016A Bonds, the Delegated Officer shall execute a Delegation Certificate that is attached hereto as **Exhibit C** and is incorporated by reference herein reflecting the final terms and provisions of the 2016A Bonds and certifying that the final terms and provisions of the 2016A Bonds are consistent with, not in excess of and no less favorable than the terms set forth in subparagraph (a) above.

Section 206. Execution and Delivery of 2016A Bonds. The 2016A Bonds shall be manually executed on behalf of the University by the President of the Board, countersigned by the Bursar of the University, and attested by the Secretary to the Board. The 2016A Bonds shall be delivered to the Underwriter upon compliance with the provisions of Section 3.2 of the Resolution and at such time and place as provided in, and subject to, the provisions of the Bond Purchase Agreement.

Section 207. Redemption of 2016A Bonds. Upon the sale of the 2016A Bonds, the 2016A Bonds will be subject to redemption pursuant to the terms of the Bond Purchase Agreement, as approved by the Delegated Officer, and if subject to redemption, the following provisions shall apply:

(a) Selection for Redemption. If less than all Series 2016A Bonds are to be redeemed, the particular maturities of such Series 2016A Bonds to be redeemed and the principal amounts of such maturities to be redeemed shall be selected by the University. If less than all of the Bonds of any maturity of the Series 2016A Bonds are to be redeemed, the Series 2016A Bonds to be redeemed will be selected by lot. If less than all of a Series 2016A Bond that is subject to mandatory sinking fund redemption is to be redeemed, the redemption price shall be applied to such mandatory sinking fund installments as the University shall direct.

(2) Notice of Redemption:

The Resolution requires the Trustee to give notice of any redemption of the 2016A Bonds not less than 35 days nor more than 60 days prior to the redemption date, by first class mail, postage prepaid, addressed to the registered owners of such 2016A Bonds to be redeemed at the addresses appearing on the registry books kept by the Trustee. With respect to any notice of optional redemption of 2016A Bonds, unless upon the giving of such notice such 2016A Bonds shall be deemed to have been paid within the meaning of the Resolution, such notice may state that the redemption is conditioned upon the receipt by the Trustee on or prior to the date fixed for such redemption of money sufficient to pay the redemption price of and interest on the 2016A Bonds to be redeemed, and that if such money shall not have been so received, the notice shall be of no force and effect and the University shall not be required to redeem such 2016A Bonds. In the event that such notice of redemption contains such a condition and such money is not so received, the redemption will not be made and the Trustee will promptly thereafter give notice, in the manner in which the notice of redemption was given, that such money was not so received and that such redemption was not made.

Section 208. Form of 2016A Bonds. The 2016A Bonds are hereby authorized to be issued in the form set forth in **Exhibit D** attached hereto and incorporated herein by this reference, with such revisions and designations as required pursuant to the terms of sale thereof.

Section 209. Book-Entry Only System.

(a) The 2016A Bonds shall initially be registered on the Bond Register in the name of Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the 2016A Bonds, except in the event that the Trustee issues Replacement Bonds, as defined and provided below. It is anticipated that during the term of the 2016A Bonds, the Securities Depository will make book-entry transfers among the DTC Participants and receive and transmit payments of principal of and interest on the 2016A Bonds until and unless the Trustee authenticates and delivers Replacement Bonds to the Beneficial Owners as described below. So long as any of the 2016A Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, premium, if applicable, and interest on the 2016A Bonds and all notices with respect to the 2016A Bonds shall be made and given in the manner provided in the Representation Letter.

(b) If the Securities Depository determines to discontinue providing its services with respect to the 2016A Bonds, and the University cannot obtain a qualified successor Securities Depository, or if the University determines not to use the Book-Entry System of the Securities Depository, the University shall execute, and the Trustee shall authenticate and deliver, one or more 2016 Bond certificates (the "**Replacement Bonds**") to the DTC Participants in principal amounts and maturities corresponding to the identifiable Beneficial Owners' interests in the 2016A Bonds, with such adjustments as the Trustee may find necessary or appropriate as to accrued interest and previous calls for redemption, if any. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one 2016 Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Trustee, to the extent applicable with respect to such Replacement Bonds.

(c) With respect to 2016A Bonds registered in the name of Cede & Co. as nominee for the Securities Depository, neither the University nor the Trustee shall have any responsibility to any Beneficial Owner with respect to:

(i) the sending of transaction statements, or maintenance, supervision, or review of records of the Securities Depository;

(ii) the accuracy of the records of the Securities Depository or Cede & Co. with respect to any ownership interest in the 2016A Bonds;

(iii) the payment to any Beneficial Owner, or any person other than the Securities Depository, of any amount with respect to principal of, interest on, or redemption premium, if any, on the 2016A Bonds; or

(iv) any consent given or other action taken by the Securities Depository or Cede & Co. as owner of the 2016A Bonds.

(d) The Representation Letter previously executed and delivered by the University to DTC is for the purpose of effectuating the initial Book-Entry System for the 2016A Bonds through DTC as Securities Depository and shall not be deemed to amend, supersede or supplement the terms of this Supplemental Resolution, which are intended to be complete without reference to the Representation Letter. In the event of any conflict between the terms of the Representation Letter and the terms of this Supplemental Resolution, the terms of this Supplemental Resolution shall control. The Securities Depository may exercise the rights of a Registered Owner hereunder only in accordance with the terms hereof applicable to the exercise of such rights.

Section 210. Successor Securities Depository. In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation, the Trustee, with the written consent of the University, may appoint a successor Securities Depository, provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the

successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository that is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation. Upon the appointment of a successor Securities Depository, the former Securities Depository shall surrender the 2016A Bonds to the Trustee for transfer to the successor Securities Depository, and the Trustee shall cause the authentication and delivery of 2016A Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

ARTICLE III
CREATION OF ACCOUNTS, APPLICATION OF BOND PROCEEDS

Section 301. Creation of 2016 Costs of Issuance Account. There is hereby established in the hands of the Escrow Agent a separate account designated as the "2016 Costs of Issuance Account." Moneys in the 2016 Costs of Issuance Account shall be used for the payment of Costs of Issuance of the 2016A Bonds or, pending payment of costs, invested pursuant to the Escrow Agreement. Any moneys remaining in the 2016 Costs of Issuance Account forty-five (45) days after issuance of the 2016A Bonds shall be transferred promptly to the University's Bond Fund held by the Trustee to pay debt service on the 2016A Bonds.

Section 302. Application of Proceeds of 2016A Bonds Upon Sale Thereof. Pursuant to the Written Certificate of the University to be delivered prior to the issuance of the 2016A Bonds, the proceeds of the sale of the 2016A Bonds (net of the Underwriter's fee for its services with respect to the 2016A Bonds) shall be deposited as follows:

(i) Proceeds of the Series 2016A Bonds in the amount reflected in the Written Certificate shall be wired to the Escrow Agent for deposit into the Escrow Account, in trust, which shall be directed by the University to be invested as contemplated by the Escrow Agreement and in accordance with the provisions of Section 57-504, Idaho Code (except for any amount to be retained as cash) to defease the Refunded Bonds.

(ii) Proceeds of the Series 2016A Bonds in the amount reflected in the Written Certificate shall be wired to the Escrow Agent for deposit into the 2016 Costs of Issuance Account to pay Costs of Issuance of the Series 2016A Bonds pursuant to Written Certificate of the University.

ARTICLE IV
REFUNDING

Section 401. Refunding and Defeasance of Refunded Bonds. In the event the 2016A Bonds are sold and issued pursuant to the authority delegated in Section 205 hereof, the Refunded Bonds shall be irrevocably called for redemption on their respective redemption dates and shall be refunded with proceeds of the 2016A Bonds, together with proceeds of investment, as provided in Section 302 hereof and in the Escrow Agreement. Notices of defeasance and redemption of the Refunded Bonds shall be given as provided in the Escrow Agreement and pursuant to the Resolution, the applicable Supplemental Resolutions, and the Representation Letter.

Pursuant to the Escrow Agreement the University shall irrevocably set aside for and pledge to the Refunded Bonds moneys and Escrow Securities in amounts which, together with known earned income from the Escrow Securities, will be sufficient in amount to pay the principal of, interest on, and any redemption premiums on the Refunded Bonds as the same become due and to redeem the Refunded Bonds on the respective redemption date. Based upon the foregoing as shall be verified by the report of The Arbitrage Group, Inc., the Refunded Bonds will be defeased upon deposit of such moneys and Escrow Securities immediately following the delivery of the 2016A Bonds.

After all the Refunded Bonds shall have become due and payable upon maturity or pursuant to call for redemption, any investments remaining in the Escrow Account shall be liquidated and any proceeds of liquidation over and above the amount necessary to be retained for the payment of Refunded Bonds not yet presented for payment, including interest due and payable, shall be paid over to the University for deposit into the Bond Fund.

Section 402. Escrow Securities. Pursuant to the Escrow Agreement, Escrow Securities shall be purchased with proceeds of the 2016A Bonds and deposited into the Escrow Account to defease the Refunded Bonds. In the event that state and local government series securities (SLGS) are not available for purchase, the Board authorizes a request for bids be issued on behalf of the University by a bidding agent (the "**Bidding Agent**"), to solicit bids to provide certain Escrow Securities purchased on the open market for deposit into the Escrow Account pursuant to the Escrow Agreement (the "**Open Market Securities**"). The University is authorized to direct that the Bidding Agent solicit bids for the Open Market Securities in a manner that will avail the University of the safe harbor for establishing the yield on the Escrow Securities contained in Section 1.148-5(d)(6)(iii) of the Regulations.

Upon determination by the Bidding Agent of the best bid for providing the Open Market Securities, the Bursar of the University or President of the University is hereby authorized to accept the bid and to do or perform all such acts as may be necessary or advisable to evidence the University's acceptance and approval of the bid and to carry the same into effect.

The officials of the University are directed to obtain from the Bidding Agent prior to issuance of the 2016A Bonds, such certifications as shall be necessary to evidence the University's compliance with Section 1.148-5(d)(6)(iii) of the Regulations.

ARTICLE V
MISCELLANEOUS

Section 501. Other Actions With Respect to 2016A Bonds. The officers and employees of the University shall take all actions necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all action necessary in conformity with the Act to carry out the sale and issuance of the 2016A Bonds, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the 2016A Bonds. All actions heretofore taken in connection therewith are hereby ratified, approved and consummated.

If the President of the Board or the Bursar shall be unavailable to execute the 2016A Bonds or the other documents that they are hereby authorized to execute, the same may be executed by any Vice President of the Board.

Section 502. Partial Invalidity. If any one or more of the covenants or agreements, or portions thereof, provided in the Resolution or this Supplemental Resolution, should be contrary to law, such covenant or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed separable from the remaining covenants and agreements or portions thereof and shall in no way affect the validity of the Resolution, this Supplemental Resolution or the 2016A Bonds, but the holders of the 2016A Bonds shall retain all the rights and benefits accorded to them under the Act or any other applicable provisions of law.

Section 503. Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

[The remainder of this page has been left blank intentionally;
the following page is the execution page.]

ADOPTED AND APPROVED this ___ day of _April, 2016.

BOARD OF TRUSTEES OF BOISE STATE UNIVERSITY

_____
President

ATTEST:

_____
Secretary

SCHEDULE 1

SCHEDULE OF REFUNDING CANDIDATES

Series 2007A Refunded Bonds: Call Date: 4/1/2017

April 1 Year	Amount**	Interest	CUSIP 097464
2018	$ 1,060,000	5.000%	SN2
2019	1,115,000	5.000	SP7
2020	2,315,000	4.375	SQ5
2021	2,415,000	4.000	SR3
2022	2,310,000	4.375	SS1
2023	2,415,000	4.500	ST9
2024	900,000	4.400	YJ4
2025	940,000	4.400	YK1
2026	985,000	4.400	YL9
2027	1,030,000	4.450	YM7
2037	4,165,000	4.375	TA9
2032*	9,905,000	4.250	YN5
2036*	14,225,000	4.750	SZ5

*** Term bond stated maturity**

****Amounts proposed to be refunded represent a portion of the outstanding principal for each maturity.**

Series 2009A Refunded Bonds: Call Date: 4/1/2019

April 1 Year	Amount	Interest	CUSIP 097464
2020	$ 825,000	4.000%	UH2
2021	860,000	4.000	UJ8
2022	895,000	4.125	UK5
2023	930,000	4.250	UL3
2024	975,000	4.500	UM1
2025	1,015,000	4.500	UN9
2026	1,065,000	4.625	UP4
2029*	3,480,000	4.750	UQ2
2034*	6,660,000	5.000	UR0
2039*	8,490,000	5.000	US8

* **Term bond stated maturity**

EXHIBIT A

FORM OF BOND PURCHASE AGREEMENT

EXHIBIT B

FORM OF CONTINUING DISCLOSURE UNDERTAKING

EXHIBIT C

FORM OF DELEGATION CERTIFICATE

EXHIBIT D

[FORM OF 2016A BONDS]

R-_____ $_____

UNITED STATES OF AMERICA
STATE OF IDAHO

BOISE STATE UNIVERSITY
GENERAL REVENUE REFUNDING BONDS,
SERIES 2016A

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP NO.
_____%	April 1, _____	_____, 2016	097464____

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

KNOW ALL MEN BY THESE PRESENTS that Boise State University, a body politic and corporate and an institution of higher education of the State of Idaho (the "University"), for value received, hereby promises to pay, from the Bond Fund (as defined in the hereinafter defined Resolution), to the registered owner identified above, or registered assigns, on the maturity date specified above, the principal sum indicated above, and to pay interest thereon from the Bond Fund from the dated date hereof, or the most recent date to which interest has been paid or duly provided for, at the rate per annum specified above, payable on October 1, 2016, and semiannually on each April 1 and October 1 thereafter, until the date of maturity or prior redemption of this Bond. Interest shall be calculated on the basis of a 360-day year and twelve 30-day months.

THIS BOND IS AN OBLIGATION OF THE UNIVERSITY PAYABLE SOLELY IN ACCORDANCE WITH THE TERMS HEREOF AND IS NOT AN OBLIGATION, GENERAL, SPECIAL, OR OTHERWISE OF THE STATE OF IDAHO, DOES NOT CONSTITUTE A DEBT, LEGAL, MORAL, OR OTHERWISE OF THE STATE OF IDAHO, AND IS NOT ENFORCEABLE AGAINST THE STATE, NOR SHALL PAYMENT HEREOF BE ENFORCEABLE OUT OF ANY FUNDS OF THE UNIVERSITY OTHER THAN THE

REVENUES, FEES, AND CHARGES PLEDGED THERETO IN THE RESOLUTION. The principal of, interest on, and redemption price of this Bond is payable solely from Pledged Revenues, which consist principally of revenues from certain student fees and enterprises, as more particularly set forth in the Resolution. Pursuant to the Resolution, sufficient revenues have been pledged and will be set aside into the Bond Fund to provide for the prompt payment of the principal of, interest on, and redemption price of this Bond. For a more particular description of the Bond Fund, the revenues to be deposited therein, and the nature and extent of the security for this Bond, reference is made to the provisions of the Resolution.

Principal of and interest on this Bond are payable in lawful money of the United States of America to the registered owner hereof whose name and address shall appear on the registration books of the University (the "Bond Register") maintained by The Bank of New York Mellon Trust Company, N.A. (the "Trustee"). Interest shall be paid to the registered owner whose name appears on the Bond Register on the 15th day of the calendar month next preceding the interest payment date, at the address appearing on the Bond Register, and shall be paid to such registered owner on the due date, by check or draft of the Trustee or by wire or other transfer, at the address appearing on the Bond Register or at such other address as may be furnished in writing by such registered owner to the Trustee. Principal shall be paid to the registered owner upon presentation and surrender of this Bond at the designated corporate trust office of the Trustee on or after the date of maturity or prior redemption.

This Bond is one of the General Revenue Refunding Bonds, Series 2016A (the "Bonds") of the University issued in the aggregate principal amount of $_____ for the purpose of refunding certain outstanding Bonds of the University and paying Costs of Issuance thereof. The Bonds are issued pursuant to and in full compliance with the Constitution and statutes of the State of Idaho, particularly title 33, chapter 38, Idaho Code, title 57, chapter 5, Idaho Code, and a Resolution providing for the issuance of revenue bonds, duly adopted and authorized by the Board of Trustees of the University (the "Board") on September 17, 1992, as previously supplemented and amended, and as further supplemented and amended by a Supplemental Resolution adopted by the Board on April __, 2016, authorizing the issuance of the Bonds (collectively, the "Resolution"). All capitalized terms used in this Bond and not defined herein shall have the meanings of such terms as defined in the Resolution.

[Final redemption provisions to be inserted]

Notice of redemption shall be given by mailing notice to the registered owner thereof not less than 35 days nor more than 60 days prior to the redemption date at the address shown on the Bond Register or at such other address as may be furnished in writing by such registered owner to the Trustee. Provided that funds for the redemption price, together with interest to the redemption date, are on deposit at the place of payment at such time, the Bonds shall cease to accrue interest on the specified redemption date and shall not be deemed to be outstanding as of such redemption date.

The Bonds are initially issued in the form of a separate certificated, fully-registered Bond for each maturity and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC").

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE UNIVERSITY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

Upon any partial redemption of this Bond, Cede & Co., in its discretion, may request the Trustee to authenticate a new Bond or shall make an appropriate notation with respect to this Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case this Bond must be presented to the Trustee prior to payment.

The Bonds shall not be transferable or exchangeable except as set forth in the Resolution. This Bond is transferable by the registered owner hereof in person or by his attorney duly authorized in writing, upon presentation and surrender of this Bond at the designated corporate trust office of the Trustee. Upon such transfer, a new Bond, of the same denomination, maturity, and interest rate will be issued to the transferee in exchange therefor.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been manually signed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions, and things required by the Constitution and statutes of the State of Idaho to exist, to have happened, been done, and performed precedent to and in the issuance of this Bond do exist, have happened, been done, and performed, and that the issuance of this Bond and the other bonds of this issue does not violate any constitutional, statutory, or other limitation upon the amount of bonded indebtedness that the University may incur.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the Board has caused this Bond to be executed by the President of the Board, countersigned by the Bursar of the University, and attested by the Secretary to the Board, and the official seal of the University to be imprinted hereon, as of this ____ day of _____, 2016.

BOARD OF TRUSTEES
BOISE STATE UNIVERSITY

By: _____
President
Board of Trustees

By: _____
Bursar

ATTESTED BY:

_____
Secretary to Board of Trustees

[SEAL]

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Boise State University General Revenue Refunding Bonds, Series 2016A, described in the within-mentioned Resolution.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Trustee

By: _____
Authorized Signature

Date of Authentication: _____

* * * * * *

[FORM OF ASSIGNMENT]

The following abbreviations, when used in the inscription on the face of the within Bond shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entirety
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIT MIN ACT - under Uniform Transfers to Minors Act

_____ _____
(Cust) (Minor)

_____
(State)

Additional abbreviations may also be used though not in the list above.

For value received _____ hereby sells, assigns and transfers unto

INSERT SOCIAL SECURITY OR
OTHER IDENTIFING NUMBER OF ASSIGNEE

_____
(Please Print or Typewrite Name and Address of Assignee)

the within Bond of BOISE STATE UNIVERSITY, and hereby irrevocably constitutes and appoints _____ attorney to register the transfer of said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____ Signature: _____

Signature Guaranteed: _____

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

* * * * * *

EXHIBIT E

FORM OF ESCROW AGREEMENT

FP DRAFT 2/[29]/16

BOISE STATE UNIVERSITY

$[_____]
GENERAL REVENUE REFUNDING BONDS,
SERIES 2016A

BOND PURCHASE AGREEMENT

April 13, 2016

Boise State University
Attn: Stacy Pearson, Bursar and Vice President
for Finance and Administration
1910 University Drive
Boise, Idaho 83725

Ladies and Gentlemen:

The undersigned, Barclays Capital Inc., as underwriter (the *"Underwriter"*), hereby offers to enter into this Bond Purchase Agreement (the *"Purchase Agreement"*) with Boise State University (the *"University"*), which, upon the acceptance by the University of this offer, shall be in full force and effect in accordance with its terms and shall be binding upon the University and the Underwriter.

This offer is made subject to your acceptance and approval on or before 5:00 p.m. Mountain Time on the date hereof, and until so accepted will be subject to withdrawal by the Underwriter upon notice delivered to the University by the Underwriter at any time prior to the execution and acceptance hereof by the University. Terms not otherwise defined herein shall have the same meanings as are set forth in the hereinafter defined Resolution.

ARTICLE I

Section 1.1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and covenants herein set forth, the Underwriter hereby agrees to purchase from the University, and the University hereby agrees to sell to the Underwriter, all, but not less than all, of the University's $[_____] General Revenue Refunding Bonds, Series 2016A (the *"2016A Bonds"*). The purchase price of the 2016A Bonds shall be $[_____], representing the principal amount of the 2016A Bonds, plus net original issue premium of $[_____] (the *"Purchase Price"*). In consideration for the services of the Underwriter, the University agrees to pay to the Underwriter a fee of $[_____] (the *"Underwriter's Fee"*).

Section 1.2. The 2016A Bonds. The proceeds of the 2016A Bonds will be used (a) to refund certain of the University's outstanding bonds set forth in SCHEDULE I hereto (the *"Refunded Bonds"*) and (b) to pay costs of issuing the 2016A Bonds.

The 2016A Bonds shall be dated as of their date of delivery, shall bear interest at the rates, mature in the amounts and on the dates as set forth in SCHEDULE I hereto, and shall be subject to redemption prior to maturity as set forth in the Supplemental Resolution (defined below). The 2016A Bonds shall be issued pursuant to the Resolution Providing for the Issuance of General Revenue Bonds, adopted on September 17, 1992, as previously supplemented and amended (the *"Master Resolution"*), and as further supplemented by a Supplemental Resolution adopted on April 13, 2016 (the *"Supplemental Resolution"* and, together with the Master Resolution, the *"Resolution"*) by the State Board of Education, acting in its capacity as the Board of Trustees of the University (the *"Board"*).

The 2016A Bonds will be payable from and secured by a pledge of certain revenues of the University (as defined in the Resolution, the *"Pledged Revenues"*), on a parity with all bonds now outstanding under the Resolution and any additional bonds hereafter issued under the Resolution.

Section 1.3. Official Statement; Continuing Disclosure. (a) The 2016A Bonds shall be offered pursuant to an Official Statement of even date herewith (which, together with the cover page and all appendices thereto, and with such changes therein and supplements thereto which are consented to in writing by the Underwriter, is herein called the *"Official Statement"*).

(b) The University has previously deemed the Preliminary Official Statement (defined below) "final" as of its date for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission (*"Rule 15c2-12"*), and the University hereby authorizes the use of the Official Statement by the Underwriter in connection with the public offering and sale of the 2016A Bonds. The University agrees to provide to the Underwriter, at least four days prior to the Closing Date (defined below), and in any event not later than seven business days after the date hereof, sufficient copies of the Official Statement to enable the Underwriter to comply with the requirements of Rule 15c2-12 and Rule G-32 of the Municipal Securities Rulemaking Board.

(c) If at any time prior to 25 days after the "end of the underwriting period" (as defined below), any event shall occur, or any preexisting fact shall become known, of which the University has knowledge and which might or would cause the Official Statement as then supplemented or amended to contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, the University, at its expense, shall notify the Underwriter, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the University will (i) supplement or amend the Official Statement in a form and in a manner approved by the Underwriter and (ii) provide the Underwriter with such certificates and legal opinions as shall be requested by the Underwriter in order to evidence the accuracy and completeness of the Official Statement as so supplemented or amended. If the Official Statement is so supplemented or amended prior to the Closing (defined below), such approval by the Underwriter of a supplement or amendment to the Official Statement shall not preclude the Underwriter from thereafter terminating this Purchase Agreement, and if the Official

Statement is so amended or supplemented subsequent to the date hereof and prior to the Closing, the Underwriter may terminate this Purchase Agreement by written notification delivered to the University by the Underwriter at any time prior to the Closing if, in the judgment of the Underwriter, such amendment or supplement has or will have a material adverse effect on the marketability of the 2016A Bonds.

(d) For purposes of this Purchase Agreement, the "end of the underwriting period" shall mean the Closing Date, or, if the University has been notified in writing by the Underwriter on or prior to the Closing Date that the "end of the underwriting period" within the meaning of Rule 15c2-12 will not occur on the Closing Date, such later date on which the "end of the underwriting period" within such meaning has occurred. In the event that the University has been given notice pursuant to the preceding sentence that the "end of the underwriting period" will not occur on the Closing Date, the Underwriter agrees to notify the University in writing of the date it does occur as soon as practicable following the "end of the underwriting period" for all purposes of Rule 15c2-12; *provided*, that if the Underwriter has not otherwise so notified the University of the "end of the underwriting period" by the 90th day after the Closing, then the "end of the underwriting period" shall be deemed to occur on such 90th day unless otherwise agreed to by the University.

(e) In order to enable the Underwriter to comply with the requirements of paragraph (b)(5) of Rule 15c2-12 in connection with the offering of the 2016A Bonds, the University covenants and agrees with the Underwriter that it will execute and deliver a Continuing Disclosure Undertaking with respect to the 2016A Bonds (the *"Continuing Disclosure Undertaking"* and, collectively with this Purchase Contract, the hereinafter defined Escrow Agreement, and the Resolution, the *"Bond Documents"*) in substantially the form attached as APPENDIX E to the Preliminary Official Statement dated April 4, 2016 (the *"Preliminary Official Statement"*), on or before the Closing Date.

Section 1.4. Public Offering. The Underwriter agrees to make an initial public offering of all the 2016A Bonds at the public offering prices corresponding to the yields set forth on the inside cover page of the Official Statement. The Underwriter may, however, change such initial offering prices or yields as it may deem necessary in connection with the marketing of the 2016A Bonds and offer and sell the 2016A Bonds to certain dealers (including dealers depositing the 2016A Bonds into investment trusts) and others at prices lower than the initial offering prices or yields set forth on the inside cover page of the Official Statement. The Underwriter also reserves the right (a) to over-allot or effect transactions that stabilize or maintain the market prices of the 2016A Bonds at levels above those which might otherwise prevail in the open market and (b) to discontinue such stabilizing, if commenced, at any time without prior notice.

Section 1.5. Closing. The *"Closing Date"* shall be April 27, 2016, or such other date as the University and the Underwriter shall mutually agree upon. The delivery of and payment for the 2016A Bonds and the other actions described in Sections 1.5 and 3.1 of this Purchase Agreement are referred to herein as the *"Closing."* The Closing shall take place at the offices of Hawley Troxell Ennis & Hawley LLP in Boise, Idaho. On the Closing Date, the University will deliver the 2016A Bonds or cause the 2016A Bonds to be delivered to or for the account of The Depository Trust Company (*"DTC"*), duly executed and authenticated. The University will also

deliver to the Underwriter at the Closing the other documents described below and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the 2016A Bonds as set forth in Section 1.1 hereof in federal funds payable to the order of the University. The 2016A Bonds will be registered in the name of Cede & Co., as nominee of DTC.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE UNIVERSITY

To induce the Underwriter to enter into this Purchase Agreement, the University represents and warrants to the Underwriter as follows:

Section 2.1. The University has been duly organized and is validly existing under the Constitution and laws of the State of Idaho (the *"State"*) and has all power and authority to consummate the transactions contemplated by this Purchase Agreement and the Official Statement, including the execution, delivery and approval of all documents and agreements referred to herein or therein.

Section 2.2. The execution and delivery of the 2016A Bonds and the Bond Documents, the adoption of the Resolution, and compliance with the provisions on the University's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the University is a party or to which the University is or to which any of its property or assets are otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the University to be pledged to secure the 2016A Bonds or under the terms of any such law, regulation or instrument, except as provided by the 2016A Bonds and the Resolution.

Section 2.3. (a) By all necessary official action of the University taken prior to or concurrently with the acceptance hereof, the University has duly authorized all necessary action to be taken by it for (i) the adoption of the Resolution and the issuance and sale of the 2016A Bonds, (ii) the approval, execution and delivery of, and the performance by the University of the obligations on its part, contained in the 2016A Bonds and the Bond Documents, (iii) the approval, distribution and use of the Preliminary Official Statement and the approval, execution, distribution and use of the Official Statement for use by the Underwriter in connection with the public offering of the 2016A Bonds, and (iv) the consummation by it of all other transactions described in the Official Statement, the Bond Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the University in order to carry out, give effect to, and consummate the transactions described herein and in the Official Statement.

(b) This Purchase Agreement has been duly authorized, executed and delivered, the Resolution has been duly adopted, and this Purchase Agreement and the Resolution constitute the legal, valid and binding obligations of the University, enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws and

principles of equity relating to or affecting the enforcement of creditors' rights; and each of the Continuing Disclosure Undertaking and the Escrow Agreement, when duly executed and delivered, will constitute a legal, valid and binding obligation of the University, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights.

(c) The 2016A Bonds, when issued, delivered and paid for in accordance with the Resolution and this Purchase Agreement, will have been duly authorized, executed, issued and delivered by the University and will constitute the valid and binding obligations of the University, enforceable against the University in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; upon the issuance, authentication and delivery of the 2016A Bonds as aforesaid, the Resolution will provide, for the benefit of the holders, from time to time, of the 2016A Bonds, the legally valid and binding pledge of and lien it purports to create as set forth in the Resolution.

(d) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the approval or adoption, as applicable, of the Bond Documents, the issuance of the 2016A Bonds or the due performance by the University of its obligations under the Bond Documents and the 2016A Bonds, have been duly obtained.

Section 2.4. Except as disclosed in the Preliminary Official Statement and the Official Statement, there is no litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the University, threatened against the University: (i) affecting the existence of the University or the titles of its officers to their respective offices, (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the 2016A Bonds, (iii) in any way contesting or affecting the validity or enforceability of the 2016A Bonds or the Bond Documents, (iv) contesting the exclusion from gross income of interest on the 2016A Bonds for federal or State income tax purposes, (v) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or (vi) contesting the powers of the University or any authority for the issuance of the 2016A Bonds, the adoption of the Resolution or the execution and delivery of the Bond Documents, nor, to the best knowledge of the University, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the 2016A Bonds or the Bond Documents.

Section 2.5. The University is not in breach of or in default under any applicable constitutional provision, law or administrative regulation of the State or the United States relating to the issuance of the 2016A Bonds or any applicable judgment or decree or any material provision of a loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the University is a party or to which the University or any of its property or assets is otherwise subject,

and no event which would have a material and adverse effect upon the financial condition of the University has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the University under any of the foregoing.

Section 2.6. The 2016A Bonds and the Resolution conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement under the captions "THE 2016A BONDS" and "SECURITY FOR THE 2016A BONDS," and the proceeds of the sale of the 2016A Bonds will be applied generally as described in the Preliminary Official Statement and the Official Statement under the caption "SOURCES AND USES OF FUNDS." The University has the legal authority to apply, and will apply or cause to be applied, the proceeds from the sale of the 2016A Bonds as provided in and subject to all of the terms and provisions of the Resolution, including for payment or reimbursement of University expenses incurred in connection with the negotiation, marketing, issuance and delivery of the 2016A Bonds to the extent required by Article IV, and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal or State income tax purposes of the interest on the 2016A Bonds.

Section 2.7 The Preliminary Official Statement, as of its date and as of the date hereof, did not and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the time of the University's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to paragraph (c) of Section 1.3 of this Purchase Agreement) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If the Official Statement is supplemented or amended pursuant to paragraph (c) of Section 1.3 of this Purchase Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto to and including the date that is 25 days after the end of the underwriting period, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which made, not misleading.

Section 2.8. The University will furnish such information and execute such instruments and take such action in cooperation with the Underwriter, at no expense to the University, as the Underwriter may reasonably request (a) to (i) qualify the 2016A Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (ii) determine the eligibility of the 2016A Bonds for investment under the laws of such states and other jurisdictions and (b) to continue such qualifications in effect so long as required for the distribution of the 2016A Bonds (*provided*, that the University will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the University of any written notification with respect to

the suspension of the qualification of the 2016A Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

Section 2.9. Except as described in the Preliminary Official Statement and the Official Statement, the University has not failed during the previous five years to comply in all material respects with any previous undertakings in a written continuing disclosure contract or agreement under Rule 15c2-12.

Section 2.10. (a) The financial statements of and other financial information regarding the University in the Preliminary Official Statement and in the Official Statement fairly present the financial position and results of the University as of the dates and for the periods therein set forth. The financial statements of the University have been prepared in accordance with generally accepted accounting principles consistently applied, and except as noted in the Preliminary Official Statement and in the Official Statement, the other historical financial information set forth in the Preliminary Official Statement and in the Official Statement has been presented on a basis consistent with that of the University's audited financial statements included in the Preliminary Official Statement and in the Official Statement. Except as described in the Preliminary Official Statement and the Official Statement, since June 30, 2015, there has been no material adverse change in the condition, financial or otherwise, of the University from that set forth in the audited financial statements as of and for the period ended that date; and except as described in the Preliminary Official Statement and the Official Statement, the University, since June 30, 2015, has not incurred any material liabilities, directly or indirectly, except in the ordinary course of the University's operations.

(b) Prior to the Closing, the University will not take any action within or under its control that will cause any adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the University. The University will not, prior to the Closing, offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, except in the ordinary course of business, without the prior approval of the Underwriter.

Section 2.11. The University agrees and acknowledges that: (i) with respect to the engagement of the Underwriter by the University, including in connection with the purchase, sale and offering of the 2016A Bonds, and the discussions, conferences, negotiations and undertakings in connection therewith, the Underwriter (a) is and has been acting as a principal and not an agent or fiduciary of the University and (b) has not assumed an advisory or fiduciary responsibility in favor of the University; (ii) the University has consulted its own legal, financial and other advisors to the extent it has deemed appropriate; and (iii) this Purchase Agreement expresses the entire relationship between the parties hereto.

Section 2.12. Any certificate, signed by any official of the University authorized to do so in connection with the transactions described in this Purchase Agreement, shall be deemed a representation and warranty by the University to the Underwriter as to the statements made therein.

ARTICLE III

CLOSING CONDITIONS

Section 3.1. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties herein and the performance by the University of its obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriter's obligations under this Purchase Agreement are and shall be subject to the following conditions:

(a) The representations and warranties of the University contained herein shall be true, complete and correct at the date hereof and on the Closing Date, as if made on the Closing Date. At the time of Closing, (i) the Official Statement, the Resolution and this Purchase Agreement shall be in full force and effect and shall not have been amended, modified or supplemented, except as therein permitted or as may have been agreed to in writing by the Underwriter, and (ii) the proceeds of sale of the 2016A Bonds shall be paid to the Trustee of the 2016A Bonds for deposit or use as described in the Official Statement. On the Closing Date, no "Event of Default" shall have occurred or be existing under the Resolution nor shall any event have occurred which, with the passage of time or the giving of notice, or both, shall constitute an Event of Default under the Resolution, nor shall the University be in default in the payment of principal of or interest on any of its obligations for borrowed money.

(b) The Underwriter shall have the right to terminate the Underwriter's obligation under this Purchase Agreement to purchase, to accept delivery of and to pay for the 2016A Bonds if, after the execution hereof and prior to the Closing, the market price or marketability of the 2016A Bonds or the ability of the Underwriter to enforce contracts for the sale of the 2016A Bonds shall be materially adversely affected in the reasonable judgment of the Underwriter by the occurrence of any of the following:

(i) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to alter, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the 2016A Bonds, or the interest on the 2016A Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated herein;

(ii) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice

issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the 2016A Bonds are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Resolution is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering, or sale of obligations of the general character of the 2016A Bonds, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(iii) a general suspension of trading in securities on the New York Stock Exchange or any other national securities exchange, the establishment of minimum or maximum prices on any such national securities exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, or any material increase of restrictions now in force (including, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter);

(iv) a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(v) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any material statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(vi) there shall have occurred since the date of this Purchase Agreement any materially adverse change in the affairs or financial condition of the University, except for changes which the Official Statement discloses are expected to occur;

(vii) there shall have occurred (A) any new material outbreak of hostilities (including, without limitation, an act of terrorism) (B) the escalation of hostilities existing prior to the date hereof or (C) any other extraordinary event, material national or international calamity or crisis, or any material adverse change in the financial, political or economic conditions affecting the United States or the University;

(viii) there shall have occurred any downgrading or published negative credit watch or similar published information from a rating agency that at the date of this Purchase Agreement has published a rating (or has been asked to furnish a rating on the 2016A Bonds) on any of the University's debt obligations, which action reflects a change or possible change, in the ratings accorded any such obligations of the University (including any rating to be accorded the 2016A Bonds); or

(ix) a material disruption in securities settlement, payment or clearance services shall have occurred.

Upon termination of this Purchase Agreement, all obligations of the University and the Underwriter under this Purchase Agreement shall terminate, without further liability, except that the University and the Underwriter shall pay their respective fees and expenses as set forth in Article IV.

(c) At or prior to the Closing for the 2016A Bonds, the Underwriter shall receive the following documents:

(1) The approving opinion of Hawley Troxell Ennis & Hawley LLP (*"Bond Counsel"*), dated the Closing Date, in substantially the form included as APPENDIX F to the Official Statement;

(2) (A) The opinion of Hawley Troxell Ennis & Hawley LLP, as Disclosure Counsel, dated the Closing Date and addressed to the Underwriter, in substantially the form attached hereto as *Exhibit A* and (B) the opinion of Foster Pepper PLLC (*"Underwriter's Counsel"*), dated the Closing Date and addressed to the Underwriter, in substantially the form attached hereto as *Exhibit C*;

(3) The opinion of Boise State University Office of General Counsel, counsel to the University, in substantially the form attached hereto as *Exhibit B*;

(4) The University's certificate or certificates signed by its Vice-President for Finance and Administration dated the Closing Date to the effect that (A) no litigation is pending or, to its knowledge, threatened: (i) affecting the existence of the University or the titles of its officers to their respective offices, (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the 2016A Bonds, (iii) in any way contesting or affecting the validity or enforceability of the 2016A Bonds or the Bond Documents, (iv) contesting the exclusion from gross income of interest on the 2016A Bonds for federal or State income tax purposes, (v) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or (vi) contesting the powers of the University or any authority for the issuance of the 2016A Bonds, the adoption of the Resolution or the execution and delivery of the Bond Documents, nor, to the best knowledge of the University, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the 2016A Bonds or the Bond Documents; (B) the descriptions and information contained in the Preliminary Official Statement and the Official Statement relating to the University and its operational and financial and other affairs and the application of the proceeds of sale of the 2016A Bonds are correct in all material respects as of their respective dates and as of the Closing Date; (C) such descriptions and information, as of the respective dates of the Preliminary Official Statement and Official Statement, did not, and, as of the Closing Date, do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; (D) at the time of the Closing, no default or event of default has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute a default or an event of default under the Resolution,

this Purchase Agreement or any other material agreement or material instrument to which the University is a party or by which it is or may be bound or to which any of its property or other assets is or may be subject; (E) the Resolution of the University authorizing or approving the execution of this Purchase Agreement, the Continuing Disclosure Undertaking, the Escrow Agreement, the Official Statement, and the form of the 2016A Bonds has been duly adopted by the University and has not been modified, amended or repealed; (F) no event affecting the University has occurred since the respective dates of the Preliminary Official Statement and Official Statement that either makes untrue, as of the Closing Date, any statement or information relating to the same and contained in the Preliminary Official Statement or Official Statement or that should be disclosed therein in order to make the statements and information therein, in light of the circumstances under which they were made, not misleading; and (G) the representations of the University herein are true and correct as of the Closing Date;

(5) A copy of the transcript of all proceedings of the University, including the Supplemental Resolution, relating to the authorization and issuance of the 2016A Bonds, certified by appropriate officials of the University;

(6) A certificate of the University relating to matters affecting the tax-exempt status of interest on the 2016A Bonds, including the use of proceeds of sale of the 2016A Bonds and matters relating to arbitrage rebate pursuant to Section 148 of the Code and the applicable regulations thereunder, in form and substance satisfactory to Bond Counsel;

(7) Satisfactory evidence that the 2016A Bonds are rated "[_____]" and "[_____]" by Moody's Investors Service, Inc. and Standard & Poor's Ratings Services, respectively;

(8) Copies of the Official Statement related to the 2016A Bonds executed on behalf of the University;

(9) An executed counterpart of the Continuing Disclosure Undertaking;

(10) A specimen 2016A Bond;

(11) An executed copy of Internal Revenue Service Form 8038-G with respect to the 2016A Bonds and evidence of filing thereof;

(12) An executed counterpart of the Escrow Agreement between the University and The Bank of New York Mellon Trust Company, N.A., with respect to the refunding of the Refunded Bonds (the *"Escrow Agreement"*);

(13) An escrow verification report issued by The Arbitrage Group, Inc. (the *"Verifier"*); and

(14) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request.

If the University shall be unable to satisfy the conditions contained in this Purchase Agreement, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the University shall be under further obligation hereunder, except as further set forth in Article IV hereof. However, the Underwriter may, in its sole discretion, waive one or more of the conditions imposed by this Purchase Agreement and proceed with the Closing. Acceptance of the 2016A Bonds and payment therefor by the Underwriter shall be deemed a waiver of noncompliance with any of the conditions herein.

ARTICLE IV

FEES AND EXPENSES

The University will pay all costs of issuance of the 2016A Bonds, including the costs of preparing the 2016A Bonds; the costs of preparing and distributing the Preliminary Official Statement and the Official Statement; the fees and expenses of rating agencies, the Verifier, the Trustee, Bond Counsel, Disclosure Counsel, counsel for the University and all other consultants to the University; filing and other administrative and service fees; and all transportation, lodging and meals incurred by or on behalf of the University and its representatives in connection with the negotiation, marketing, issuance and delivery of the 2016A Bonds. The Underwriter will pay all out-of-pocket expenses of the Underwriter, including advertising expenses in connection with the public offering of the 2016A Bonds, travel and other expenses, and the fees and expenses of Underwriter's Counsel. In the event that the Underwriter incurs or advances the cost of any expense for which the University is responsible hereunder, the University shall reimburse the Underwriter at or prior to Closing; if at Closing, reimbursement may be included in the Underwriter's Fee. To facilitate the Closing, the University hereby authorizes the Underwriter to net from the Purchase Price of the 2016A Bonds the Underwriter's Fee and reduce the Purchase Price payable to the University by an equal amount.

ARTICLE V

GENERAL PROVISIONS

Section 5.1. Notices. Any notice or other communication to be given to the University under this Purchase Agreement may be given by delivering the same in writing to the University's address set forth above, and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to Barclays Capital Inc., 701 Fifth Avenue, Suite 7101, Seattle, Washington 98104.

Section 5.2. Entire Agreement. This Purchase Agreement, when executed by the University, shall constitute the entire agreement between the University and the Underwriter, and is made solely for the benefit of the University and the Underwriter (including the successors or assigns of the Underwriter). No other person shall acquire or have any right hereunder by virtue hereof.

Section 5.3. No Recourse. No recourse shall be had for any claim based on this Purchase Agreement, or any Resolution, certificate, document or instrument delivered pursuant hereto, against any member, officer or employee, past, present or future, of the University or of any successor body of the University.

Section 5.4. Execution in Counterparts. This Purchase Agreement may be executed in any number of counterparts, all of which, taken together, shall be one and the same instrument, and any parties hereto may execute this Purchase Agreement by signing any such counterpart.

Section 5.5. Severability. The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of this Purchase Agreement as to such jurisdiction or jurisdictions, or affect in any way such validity or enforceability as to any other jurisdiction.

Section 5.6. Waiver or Modification. No waiver or modification of any one or more of the terms and conditions of this Purchase Agreement shall be valid unless in writing and signed by the party or parties making such waiver or agreeing to such modification.

Section 5.7. Governing Law. This Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

[Signature page follows]

Section 5.8. Effective Date. This Purchase Agreement shall become effective upon its execution by the Underwriter and the acceptance and approval hereof by the University.

BARCLAYS CAPITAL INC.

By_____
Director

ACCEPTED:

BOISE STATE UNIVERSITY

By_____
Bursar and Vice President for Finance and Administration

SCHEDULE I

[ATTACHED]

EXHIBIT A

OPINION OF DISCLOSURE COUNSEL

[CLOSING DATE]

The Board of Trustees of
Boise State University
1910 University Drive
Boise, Idaho 83725

Barclays Capital Inc.
701 Fifth Avenue, Suite 7101
Seattle, Washington 98104

Re: The Board of Trustees of Boise State University
General Revenue Refunding Bonds, Series 2016A

Ladies and Gentlemen:

We have acted as counsel with respect to disclosure matters to Boise State University (the "University") in connection with the sale of its $[_____] General Revenue Refunding Bonds, Series 2016A (the "2016A Bonds"), pursuant to the Bond Purchase Agreement dated April 13, 2016 (the "Bond Purchase Agreement"), between the University and Barclays Capital Inc. (the "Underwriter").

In connection therewith, we have examined duly certified copies of certain proceedings of the Board of Trustees of Boise State University (the "Trustees") relating to the authorization and issuance of the 2016A Bonds, including the Resolution of the Trustees adopted on September 17, 1992, as previously supplemented and amended and as further supplemented by Supplemental Resolution adopted on April 13, 2016 (collectively, the "Resolution"), the Preliminary Official Statement dated April 4, 2016 (the "Preliminary Official Statement"), and the Official Statement dated April 13, 2016 (the "Official Statement"), the Continuing Disclosure Undertaking dated as of the date hereof, and such other documents as we deemed necessary to render this opinion.

In our capacity as disclosure counsel, we also have examined originals or reproduced or certified copies of all such other corporate records, agreements, communications, certificates of officers and other instruments of the University, as well as such certificates of public officials and other documents as we have deemed relevant and necessary as a basis for the opinions set forth below. We also have examined an executed counterpart of the opinion, addressed to us, of University Counsel.

In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity to original documents of all documents submitted to us as certified or reproduced copies. As to various questions of fact and material to such opinions, we have relied upon certificates of officers of the University and upon the representations and warranties of the University set forth in the Resolution and the Bond Purchase Agreement.

Based upon such examination, it is our opinion that:

1. The information contained in the Preliminary Official Statement and Official Statement under the headings entitled "THE 2016A BONDS," "TAX EXEMPTION," and "SECURITY FOR THE 2016A BONDS," and in APPENDIX "C" to the Preliminary Official Statement and the Official Statement entitled "Glossary of Terms Used in the Resolution and Official Statement" and in APPENDIX "D" to the Preliminary Official Statement and the Official Statement entitled "Summary of Certain Provisions of the Resolution" present a fair summary of the relevant provisions of the 2016A Bonds and other matters discussed or presented therein, except that we express no opinion with respect to any financial, statistical or operating data contained in the information included under such headings.

Additionally, we have rendered assistance with respect to certain disclosures in the Preliminary Official Statement and the Official Statement. We participated in conferences with the Underwriter, the representatives of the University and certain other persons involved in the preparation of the information contained in the Preliminary Official Statement and the Official Statement, during which the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed and reviewed. We solicited from the University, and in response received, certain information about the University.

While we are not passing upon, and (except as otherwise expressly set forth in opinion paragraph number 1) do not assume responsibility for, the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and the Official Statement, on the basis of the information that was developed in the course of the performance of the services referred to above and (except as otherwise expressly set forth in opinion paragraph number 1) without having undertaken to verify independently such accuracy, completeness or fairness, nothing has come to the attention of the attorneys in our firm providing legal services in connection with the issuance of the 2016A Bonds that caused us to believe that the Preliminary Official Statement as of its date or as of the date of the Bond Purchase Agreement or Official Statement, as of its date and the date hereof (apart from (i) the financial statements and other economic, demographic, financial and statistical data, (ii) information regarding The Depository Trust Company, contained in the Preliminary Official Statement and the Official Statement, as to which we do not express any opinion or belief) contains or contained any untrue statement of a material fact or omits or omitted to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

2. The 2016A Bonds are exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended, and of Section 304(a)(4) of the Trust Indenture Act of 1939, as amended; and it is not necessary in connection with the sale of the 2016A Bonds to the

public to register the 2016A Bonds under the Securities Act of 1933, as amended, or to qualify the Resolution under the Trust Indenture Act of 1939, as amended.

EXHIBIT B

OPINION OF BOISE STATE UNIVERSITY OFFICE OF THE GENERAL COUNSEL

[CLOSING DATE]

Boise State University
1910 University Drive
Boise, Idaho 83725

The Bank of New York Mellon Trust Company, N.A., as Trustee
100 Pine Street, Suite 3150
San Francisco, California 94111

Hawley Troxell Ennis & Hawley LLP
877 Main Street
Boise, Idaho 83702

Barclays Capital Inc.
701 Fifth Avenue, Suite 7101
Seattle, Washington 98104

Re: Boise State University
$[_____]
General Revenue Refunding Bonds,
Series 2016A

Ladies and Gentlemen:

In my capacity as Associate General Counsel to Boise State University (the *"University"*), I have reviewed certain documents in connection with the issuance and sale by the University of its $[_____] General Revenue Refunding Bonds, Series 2016A (the *"2016A Bonds"*), including the Resolution Providing for the Issuance of General Revenue Bonds, adopted on September 17, 1992, by the State Board of Education and Board of Regents of the University of Idaho, acting in its capacity as the Board of Trustees of the University (the *"Board"*), as previously supplemented and amended (the *"Master Resolution"*), and as further supplemented and amended by the Supplemental Resolution of the Board adopted on April 13, 2016, authorizing the issuance and sale of the 2016A Bonds (the *"Supplemental Resolution,"* and, together with the Master Resolution, the *"Resolution"*); the Preliminary Official Statement dated April 4, 2016 (the *"Preliminary Official Statement"*); the Official Statement dated April 13, 2016 (the *"Official Statement"*); the Bond Purchase Agreement, dated April 13, 2016, between the University and Barclays Capital Inc. (the *"Purchase Agreement"*); the Continuing Disclosure Undertaking with

respect to the 2016A Bonds (the *"Continuing Disclosure Undertaking"*); the Escrow Agreement dated the date hereof between the University and The Bank of New York Mellon Trust Company, N.A. (the *"Escrow Agreement"*); and such other documents as I deemed necessary to render this opinion. Capitalized terms used but not defined in this opinion have the meanings assigned to such terms in the Resolution. This opinion is rendered pursuant to the Purchase Agreement.

Based upon my examination, it is my opinion that:

1. The University is an institution of higher education and a body politic of the State of Idaho, duly and validly created and existing pursuant to the laws of the State of Idaho, with full legal right, power, and authority (i) to issue bonds of the University pursuant to the Resolution; (ii) to adopt the Resolution; (iii) to enter into the Purchase Agreement, the Escrow Agreement, and the Continuing Disclosure Undertaking; (iv) to pledge the Pledged Revenues (as defined in the Resolution) to secure the payment of the principal of and interest on the 2016A Bonds; and (v) to carry out and consummate the transactions contemplated by the Resolution, the Purchase Agreement, the Escrow Agreement, and the Continuing Disclosure Undertaking (collectively, the *"Bond Documents"*).

2. The meeting of the Board on April 13, 2016, at which the Supplemental Resolution was duly adopted by the Board, was called and held pursuant to law, all public notices required by law were given, and the actions taken at the meeting, insofar as such actions relate to the 2016A Bonds, were legally and validly taken.

3. The adoption of the Resolution by the Board, the execution and delivery of the Bond Documents, and the performance by the University of the transactions contemplated thereby will not conflict with or constitute a breach of, or default under, any commitment, note, agreement or other instrument to which the University is a party or by which it or any of its property is bound, or any provision of the Idaho Constitution or laws or any existing law, rule, regulation, ordinance, judgment, order or decree to which the University or the Board is subject.

4. Based upon conferences with, and representations of officials of, the University, the statements in the Preliminary Official Statement and the Official Statement under the captions "INTRODUCTION – Boise State University," "SECURITY FOR THE 2016A BONDS," "THE UNIVERSITY," "FINANCIAL INFORMATION REGARDING THE UNIVERSITY" and "LITIGATION" and in "APPENDIX B – SCHEDULE OF STUDENT FEES" are true and correct in all material respects and did not, as of their respective dates, and do not contain an untrue statement or omission of a material fact (other than, with respect to the Preliminary Official Statement, any information that is permitted to be omitted from the Preliminary Official Statement pursuant to Rule 15c2-12), it being understood that, in rendering this opinion, I am not expressing an opinion with respect to financial, statistical or operating data contained under these captions of the Preliminary Official Statement and the Official Statement.

5. Except as described in the Preliminary Official Statement and the Official Statement, there is no action, suit, proceeding, official inquiry or investigation, at law or in equity, pending: (i) affecting the existence of the University or the titles of its officers to their respective offices, (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the 2016A Bonds, (iii) in any way contesting or affecting the validity or enforceability of the 2016A Bonds or the Bond Documents, (iv) contesting the exclusion from gross income of interest on the 2016A Bonds for federal or State income tax purposes, (v) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or (vi) contesting the powers of the University or any authority for the issuance of the 2016A Bonds, the adoption of the Resolution or the execution and delivery of the other Documents, nor, to the best knowledge of the University, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the 2016A Bonds or the Bond Documents.

Very truly yours,

Nicole C. Pantera, Associate General Counsel
Boise State University Office of the General Counsel

EXHIBIT C

OPINION OF UNDERWRITER'S COUNSEL

[CLOSING DATE]

Barclays Capital Inc.
701 Fifth Avenue, Suite 701
Seattle, Washington 98104

Re: Boise State University
$[_____]
General Revenue Refunding Bonds,
Series 2016A

Ladies and Gentlemen:

We have served as counsel to Barclays Capital Inc. (the "Underwriter") in connection with the issuance of the above-referenced bonds (the "2016A Bonds") by Boise State University (the "University"). Unless otherwise defined herein, capitalized terms used herein will have the meaning or meanings set forth in the Bond Purchase Agreement for the 2016A Bonds dated April 13, 2016 (the "Purchase Agreement"), between the University and the Underwriter.

In our capacity as counsel to the Underwriter, we have examined originals, or copies certified or otherwise identified to our satisfaction as being true copies of originals, of the following documents: (i) the Purchase Agreement; (ii) the Resolution Providing for the Issuance of General Revenue Bonds, adopted on September 17, 1992, by the State Board of Education and Board of Regents of the University of Idaho, acting in its capacity as the Board of Trustees of the University, as supplemented and amended, including as supplemented and amended by the Supplemental Resolution adopted on April 13, 2016, authorizing the issuance and sale of the 2016A Bonds (together, the "Resolution"); (iii) the Preliminary Official Statement relating to the 2016A Bonds dated April 4, 2016 (the "Preliminary Official Statement"); (iv) the Official Statement relating to the 2016A Bonds dated April 13, 2016 (the "Official Statement"); (v) the Continuing Disclosure Undertaking with respect to the 2016A Bonds (the "Continuing Disclosure Undertaking"); (vi) the Escrow Agreement dated the date hereof between the University and The Bank of New York Mellon Trust Company, N.A.; and (vii) the various certificates and opinions provided on the date hereof pursuant to the Purchase Agreement (collectively, the "Documents").

We have assumed: (i) each party to the Documents validly exists and has and had all necessary legal and corporate authority to execute, deliver and perform the Documents to which it is a party; (ii) the execution and performance of the Documents and such other documents as may be executed in connection therewith by each such party will not violate or breach any law,

regulation or corporate or other document or instrument to which such person is party or by which it is bound; (iii) the Documents are legal, valid and binding obligations of each such party to the extent purported to be such, enforceable in accordance with their respective terms; (iv) the genuineness of all signatures on the Documents; (v) the authenticity and completeness of all Documents submitted to us as originals; (vi) the legal competence of all natural persons who have signed the Documents; and (vii) the conformity to original Documents of all Documents submitted to us as copies.

Based on the foregoing and in reliance thereon, we are of the opinion that (i) the offer and sale of the 2016A Bonds by the Underwriter are exempt from the registration requirements of the Securities Act of 1933, as amended; (ii) the Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended; and (iii) Section 1.3(e) of the Purchase Agreement and the Continuing Disclosure Undertaking together provide a suitable basis for the Underwriter to reasonably determine, pursuant to paragraph (b)(5)(i) of Rule 15c2-12, that the University has undertaken in written agreements or contracts for the benefit of the holders of the 2016A Bonds to provide or cause to be provided the annual financial information and notices required by paragraph (b)(5)(i) of Rule 15c2-12. In delivering the foregoing opinions (i) and (ii), we have relied upon the legal opinions of Hawley Troxell Ennis & Hawley LLP, Bond Counsel, to the extent that such opinions address the validity of the 2016A Bonds.

In the course of our participation in the preparation of the Preliminary Official Statement and the Official Statement as counsel to the Underwriter, we have examined information made available to us, including legal matters and certain records, documents and proceedings. We also participated in telephone conferences and attended meetings with, among others, representatives of the University and its counsel, Bond Counsel, the Underwriter and other participants in the transaction, during which conferences and meetings the contents of the Preliminary Official Statement and the Official Statement were discussed.

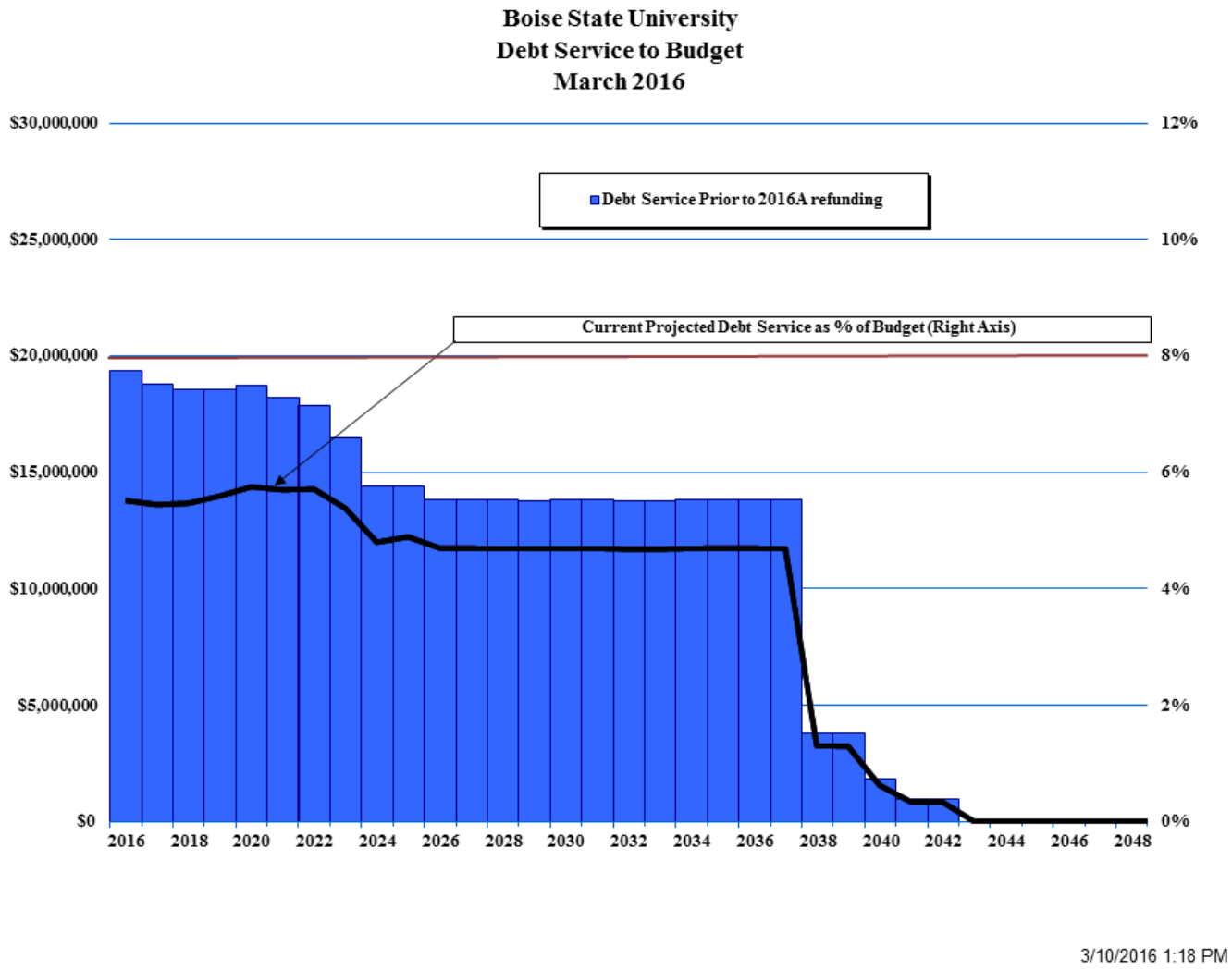
Without undertaking to determine independently or assuming any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Official Statement or the Official Statement, we advise you that, during the course of the activities described in the foregoing paragraph, no information came to the attention of the attorneys in our firm providing legal services in connection with the issuance of the 2016A Bonds that caused such attorneys to believe that (i) except for the omission of information permitted to be excluded by Rule 15c2-12, the Preliminary Official Statement, as of the date of the Preliminary Official Statement and as of the date of the Purchase Agreement, and (ii) the Official Statement, as of its date and as of the date hereof (excluding in each case any financial, economic or statistical data contained in the Preliminary Official Statement or the Official Statement, any information contained in the Preliminary Official Statement or the Official Statement regarding DTC or its book-entry system or how interest on the 2016A Bonds is treated for federal or State income tax purposes, and the information contained in Appendices A, F and G to the Preliminary Official Statement and the Official Statement, as to all of which no opinion or belief is expressed), contained or contains any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances in which they were made, not misleading.

This letter is furnished by us as counsel to the Underwriter, is solely for the benefit of the Underwriter, and is not to be used, quoted, circulated or otherwise referred to in any other way, nor to be disclosed to any other person (other than as may be required by law) without our express prior written permission.

The opinions set forth in this letter are delivered as of the date hereof, and we assume no responsibility to advise any person of changes in legal or factual matters that may occur subsequent to the date hereof.

We bring to your attention the fact that the opinions set forth in this letter are expressions of our professional judgment on the matters expressly addressed and do not constitute guarantees of result.

ATTACHMENT 4



ATTACHMENT 4

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MOODY'S INVESTORS SERVICE

CREDIT OPINION
28 March 2016

New Issue

Rate this Research

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Boise State University, ID

New Issue - Moody's Assigns Aa3 to Boise State University's (ID) Series 2016A; Outlook Stable

Summary Rating Rationale

Moody's Investors Service assigns a Aa3 rating to Boise State University's proposed issuance of approximately $63 million of fixed-rate General Revenue Refunding Bonds, Series 2016A. The bonds are expected to be issued as serial bonds, with maturities in 2016-39.

The assignment of the Aa3 rating reflects rating Boise State University's very good strategic positioning, with healthy, forward-looking programmatic and capital investments, growing online and STEM programs and unique market position as a comprehensive urban public university. The rating also incorporates the university's solid and conservative fiscal management which enables BSU to maintain surplus operations even as it invests in programs and despite some variability in net tuition revenue growth. Credit challenges include slow growth of wealth and weakening cash flow as the university has been spending reserves on strategic investments.

Credit Strengths

» Solid student market as an urban public university with over 15,000 full-time equivalent (FTE) students and healthy programmatic investment

» Strong oversight, budgeting and planning contribute to positive operations despite slowed net tuition revenue growth

» Spendable cash and investments provide adequate cushion of debt and operations, at 1.0 and 0.7 times, respectively

Credit Challenges

» Softening cash flow as the university spends accumulated reserves for strategic programmatic investments

» Continued capital investment and debt plans will keep leverage modestly high relative to peers

» Plan to grow research enterprise will be challenging in highly competitive research funding environment

Rating Outlook

The stable outlook reflects our expectation that the university will have continued strong cash flow in the 11-13% range as the university continues to make strategic programmatic and capital investment. The outlook incorporates some tolerance for modest enrollment volatility especially in light of strong budgeting and financial oversight.

Factors that Could Lead to an Upgrade

» Substantial increase in the scope of operations, including growth of research enterprise

» Improved wealth and liquidity to support debt and operations

Factors that Could Lead to a Downgrade

» Sustained enrollment declines and materially contracting net tuition revenue

» Deterioration of operating performance

Key Indicators

Exhibit 1

BOISE STATE UNIVERSITY, ID	2011	2012	2013	2014	2015
Total FTE Enrollment	15,201	16,075	15,589	15,642	15,434
Operating Revenue ($000)	292,099	304,108	327,691	326,470	340,719
Annual Change in Operating Revenue (%)	6.6	4.1	7.8	-0.4	4.4
Total Cash & Investments ($000)	246,645	244,328	251,663	270,979	295,396
Total Debt ($000)	236,202	244,041	239,376	233,742	227,535
Spendable Cash & Investments to Total Debt (x)	0.9	0.8	0.8	0.9	1.0
Spendable Cash & Investments to Operating Expenses (x)	0.7	0.7	0.6	0.7	0.7
Monthly Days Cash on Hand (x)	126	126	119	112	127
Operating Cash Flow Margin (%)	17.8	15.5	17.0	13.2	12.8
Total Debt to Cash Flow (x)	4.5	5.2	4.3	5.4	5.2

FTE Enrollment reflects fall of the calendar year
Source: Moody's Investors Service

Recent Developments

The university is moving forward with EdR on a public private partnership for an approximately 600 bed residence hall on recently purchased property adjacent to campus. The site would accommodate both the university's honors college and other traditional undergraduate students. Currently, the project is proposed to entail a 50 year ground lease, with a total project cost of $30-40 million which will be funded by the developer. The new housing will represent approximately a quarter of total housing capacity on campus. The project is important to BSU as it seeks to build residential campus life and improve the academic profile of its students.

Detailed Rating Considerations

Market Profile: Very Good Strategic Positioning with Forward-looking Program Development and Growing STEM Programs

Boise State University's strategic positioning is bolstered by its location in the capital of Idaho, with a sizable and diverse economic base that includes technology, higher education, and healthcare sectors. The university is continually enhancing its programs and partnerships to ensure that its academic offerings meet the needs of local industry and foward-looking economic trends. BSU is making concerted efforts to both broaden its market reach and improve its academic profile, with some success. A focus on STEM (science,

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technology, engineering and mathematics) has contributed to growing out of state enrollment with 38% of freshmen coming from outside of Idaho (including international students) in fall 2015. We expect BSU to easily adapt to declines in Saudi Arabian enrollment due to the reduction of government grants in that country. Saudi Arabian students represented less than 1% of total freshmen enrollment in fall 2015.

Growth of BSU's eCampus helps offset volatility in undergraduate resident enrollment that tends to be countercyclical to the economy. Total full time equivalent (FTE) enrollment was down slightly (1.2%) in fall 2015, but tends to range from 15,000 to 16,000 over the long term. The university is conservatively budgeting for declines in fall 2016. The university is building eCampus degrees based on programs for which it already has strong demand and brand recognition, such as nursing and medical imaging.

Over the last 10 years the university has been investing in infrastructure to grow its research profile. The recent opening of a biomedical research vivarium is expected to jumpstart funding in this area, with a $10 million grant from the National Institutes of Health announced in FY 2015. Research expenditures are expected to grow modestly, and have remained relatively stable at $20-22 million over the last five years. A recent $25 million donation will help the university construct a new building to expand its research and graduate programs in material science, which will increase prospects for funding for that discipline.

Operating Performance: Strong Expense Control and Fiscal Oversight Underpin Surplus Operations

BSU's strong budgetary oversight and expense containment give it tremendous operating flexiblity. The ability to methodically and strategically build up reserves for long-term plans through operating cash flow is a key credit strength for the university. Cash flow softened over the last few years due to strategic investment in programs, but is expected to stabilize in FY 2016 and remain healthy at 12% or above, with debt service coverage of around 2.5 times.

Surplus operations are achieved through careful expense control in conjunction with moderate overall revenue growth (at about 4.4%). Net tuition revenue, BSU's largest revenue source at over 60%, will continue to grow at or above inflation with modest tuition increases and a continued focus on affordability. Over the last three years, net tuition revenue has grown at an average 3.4%. State appropriations, which represent 26% of revenue, have grown at about 5% a year from FY 2014 to FY 2016. The Governor has proposed another increase to state operating support for FY 2017.

Wealth and Liquidity

BSU's spendable cash and investments will continue to provide a moderate cushion for debt and operations, as the university balances new capital plans with gifts and planned reserve growth. FY 2015 spendable cash and investments grew for the first time in several years as the university paused on its capital spending; cushioning debt by 1.0 times and operations by 0.7 times, on par with the Aa3 public university medians.

Gift revenue is solid, with an average of $32 million over the last three years, and expected to improved with a $25 million gift from the Micron Foundation in FY 2016 to support a new materials science building. The university has also raised approximately $29 million to date for its scholarship campaign, exceeding its $25 million goal.

The BSU foundation manages its endowment, valued at $155 million as of June 30, 2015, with a small decline posted through December 31, 2015. The investment allocation is conservative with almost 90% in public equities and fixed income; FYE 2015 return was 1.1%.

LIQUIDITY

BSU's liquidity is growing, but remains modest for the rating category, with just 127 monthly days cash on hand to support operations. This amount is sufficient to handle BSU's fixed rate debt profile and relatively straight forward operations.

Leverage

The university's deliberate and measured approach to capital spending offsets its moderately elevated debt levels. With debt to operating revenue of 0.7 times BSU's practice of setting clear fundraising and/or appropriation milestones prior to committing debt to new projects will ensure that leverage remains reasonable. However, future debt affordability at this rating level will depend up on maintenance or growth of current cash flow levels, with debt to cash flow of 5.2 times in FY 2015, up from 4.3 times in FY 2013.

The university just approved a new campus master plan and anticipates an additional up to $65 million of debt in the next few years for the new materials science building and a fine arts building. Debt service on the facilities will be offset by implementation of an additional student facilities fee. The remainder of the project costs will be funded through gifts and state appropriations. The state has pledged $5 million in capital funding toward the fine arts building, and the university plans to list the materials science building as a strategic funding priority for FY 2017 capital appropriations.

Debt Structure

Boise State University's all fixed rate and regularly amortizing debt structure provides predictability in fixed expenses.

DEBT-RELATED DERIVATIVES

None

PENSIONS AND OPEB

The university's other debt like obligations are relatively modest compared to peers. The university closed participation in the state's multi-employer defined benefit plan (Public Employee's Retirement System of Idaho, PERSI) for all new faculty and professional staff in 1990 which has greatly reduced its fixed pension costs and liabilities. Classified staff continue to participate in PERSI, and classified staff currently represent approximately 25% of university workforce.

Moody's three-year adjusted net pension liability (ANPL) was $66 million for FYs 2013-2015, resulting in moderate additional leverage. Spendable cash and investments cover total adjusted debt (including direct debt, capitalized operating leases and ANPL) by 0.8 times compared to the median of 0.5 times for Aa rated peers. The university also participates in a multiple-employer defined contribution plan for faculty and staff hired after 1990 (the Optional Retirement Program, ORP). Total employer pension contributions for both programs were $13 million in FY 2015, representing a manageable 3.8% of operating revenue.

The university participates in multi-employer defined other postemployment benefit (OPEB) plan to which it contributes annually. As of FYE 2015, the university's OPEB liability was a moderate $9.6 million.

In 1990 all new faculty and professional staff were required to be part of the ORP, the PERSI system was no longer an option. New hires, which are classified staff are still eligible to enroll in the PERSI system. In total classified staff are about 25% of our workforce.

Governance and Management: Conservative Budgeting and Forward-Looking Planning Add Flexibility

BSU's conservative budgeting and in-depth short and long-term planning are a credit positives that will contribute to continued positive operations and thoughtful and strategic programmatic reinvestment. The university continues its strategic program, academic and capital reallocation efforts, with a keen eye on expense reduction. The financial management budgets conservatively on enrollment and includes several contingencies that help maintain positive operations.

Legal Security

The Series 2016A bonds are on parity with BSU's outstanding General Revenue Bonds. BSU's general revenue bonds are secured by the broadest pledge available for the university. Pledged Revenues include student charges, auxiliary revenues, indirect cost recovery, and other specified revenue sources. State appropriations and other externally restricted funds are not included in the Pledged Revenues. Under the Resolution, BSU has a debt service covenant and additional bonds test of at least 1.1 times. There is no debt service reserve fund. For FY 2015, Pledged Revenues of $216 million cover pro-forma maximum annual debt service (including the Series 2016A bonds) almost 12 times.

Use of Proceeds

Proceeds from the Series 2016A bonds will be used to refund all or a portion of certain maturities of the Series 2007A and 2009A General Revenue Bonds and to pay costs of issuance.

Obligor Profile

Boise State University is well positioned to maintain a stable market position as the largest comprehensive public university in Idaho (by enrollment) with total headcount of over 22,000 students. The main campus is in Boise, Idaho, with several off campus centers in the surrounding areas that typically serve part-time and non-traditional students.

Methodology

The principal methodology used in this rating was Global Higher Education published in November 2015. Please see the Ratings Methodologies page on www.moodys.com for a copy of this methodology.

Ratings

Exhibit 2

Boise State University, ID

Issue	Rating
General Revenue Refunding Bonds, Series 2016A	Aa3
Rating Type	Underlying LT
Sale Amount	$62,990,000
Expected Sale Date	04/07/2016
Rating Description	Revenue: Public University Broad Pledge

Source: Moody's Investors Service

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REPORT NUMBER 1021246

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Financial Profile

Related Criteria And Research

Boise State University, Idaho; Public Coll/Univ - Unlimited Student Fees

Credit Profile		
US$62.99 mil gen rev rfdg bnds ser 2016A dtd 04/28/2016 due 04/01/2039		
Long Term Rating	A+/Stable	New
Boise St Univ Gen Rev bnds ser 2007A		
Long Term Rating	A+/Stable	Affirmed

Rationale

Standard & Poor's Ratings Services assigned its 'A+' long-term rating to Boise State University (BSU), Idaho's series 2016A general revenue refunding bonds. At the same time, Standard & Poor's affirmed its 'A+' long-term rating and underlying rating (SPUR) on the university's parity debt. The outlook is stable.

We assessed the university's enterprise profile as strong, characterized by a stable management team, with respectable student quality characteristics helping to partly offset softening demand over the past three years. We assessed BSU's financial profile as very strong with consistent full-accrual operating surpluses and available resources that are in line with the rating category. We believe these combined credit factors lead to an indicative stand-alone credit profile of 'a+'. In our opinion, the 'A+' rating on the university's bonds reflects BSU's strength of operations, offset by enrollment declines. Pro forma maximum annual debt service (MADS) is above average and we anticipate that BSU will issue as much as $57 million in new debt in the next two years, but we believe that this debt level should remain manageable so long as BSU maintains positive operations and increases its available resources.

The rating further reflects our assessment of BSU's:

- History of reporting positive adjusted financial operations on a full-accrual basis,
- Good fiscal stewardship with a focus on operations and conservative budgeting, and
- Adequate available resource ratios for the rating category.

Partly offsetting the above strengths, in our view, are BSU's:

- High pro forma debt burden,
- Trend of fluctuating enrollment with softening in the most recent year given a decline in college-ready high school students in the region, and
- Above-average pro forma MADS burden of about 4.8% of 2015 operating expenses.

The series 2016A bond proceeds will be used to advance refund the university's 2007A and 2009A bonds. All of BSU's existing bonds, including the series 2016A general refunding bonds, are parity general revenue debt secured by an unlimited student fee pledge of the university. This student fee is internally dedicated to debt service, and there is no debt service reserve fund.

Boise State University is located in Boise in western Idaho. BSU was founded in 1932 and has the largest student enrollment of any post-secondary institution in Idaho with 15,451 full-time equivalent (FTE) students as of fall 2015. The university is fully accredited by the Northwest Commission on Colleges and Universities through 2018, and a number of its academic programs have also obtained specialized accreditation. The majority of students are undergraduates (about 87%) and more than 67% of the student body is from the state. The university has a growing ecampus, which has grown to a headcount of over 27,000 students.

Outlook

The stable outlook reflects our expectation that over the next two years the university will continue to generate balanced or better operating results on a full-accrual basis, maintain its existing available resources relative to operations and debt, and weather fluctuating and softening enrollment trends. We expect that future debt will coincide with a commensurate increase in available resources and that BSU will maintain a manageable debt burden.

Downside scenario

Credit factors that could lead to a negative rating action during the outlook period include continued enrollment declines, significant operating deficits, erosion of available resources relative to the rating category, or the issuance of new debt to levels that significantly increase the university's debt burden and cause available resources relative to debt to decline to levels that are less than adequate for the rating.

Upside scenario

Although upward movement of the rating is unlikely during the outlook period given the university's variable demand and enrollment and above-average debt burden, credit factors that could lead to a positive rating action beyond the outlook period include substantial improvement in the university's available resource ratios relative to the rating category and stabilization of BSU's enrollment profile.

Enterprise Profile

Industry risk

Industry risk addresses our view of the higher education sector's overall cyclicality and competitive risk and growth through application of various stress scenarios and evaluation of barriers to entry, levels and trends of profitability, substitution risk, and growth trends observed in the industry. We believe the higher education sector represents a low credit risk when compared with other industries and sectors.

Economic fundamentals

In our view, BSU has limited geographic diversity, with more than 67% of students coming from Idaho. As such, our assessment of BSU's economic fundamentals is anchored by the state GDP per capita.

Market position and demand

BSU has been challenged with softening demand within its undergraduate program and FTE enrollment. In fall 2015 its undergraduate FTE enrollment fell by 2.6% to 13,928 students and its total FTE enrollment declined by 1.2% to 14,541. Management attributes the decreases to local changes, including fewer regional college-ready high school

graduates and price sensitivity associated with the rising costs of education. Management reports that enrollment should begin to stabilize and has noted that applications for fall 2016 have increased, but has conservatively budgeted for FTE enrollment declines in fiscal 2016. On the upside, graduate enrollment continues to grow and increased by a healthy 2.4% for fall 2015.

In our view, the enrollment and demand profile is adequate but somewhat variable. Excluding fall 2015, BSU has experienced volatility in its freshman undergraduate applications with applications increasing by as much as 11% (fall 2014) and decreasing by as much as 21% (fall 2013). The university's freshman selectivity rate weakened to 80% in fall 2015 from 54% in fall 2012. Its freshman matriculation rate portrayed a similar trend, weakening to 34% from 53% in the same period. However, in fall 2015 student quality as measured by the average entering freshman's ACT score increased slightly to 23.3 as did its retention rate, which improved to a healthy 76%. Its six-year graduation rate remains weak at 38%.

BSU provides 1,860 beds on campus in residence halls, 201 leased apartments, and 360 townhomes. Management reports that occupancy rates as of fall 2015 were at 91% for residence halls, 98% for the apartments, and 98% for the townhomes, which we consider strong.

BSU fundraising is done through the BSU Foundation. Management reports that gifts increased to $31.3 million from $10.1 million during the first six months of fiscal 2016 as a result of a $25 million gift for a new on-campus science building. BSU is also in the middle of a $25 million scholarship campaign with $29 million raised through March 2016. The campaign is scheduled to complete in June 2017 and management reports that it will continue to fundraise for this campaign. In our view, fundraising has improved and remains moderate. We expect fundraising to continue at historical levels.

Management and governance

BSU's board and management team are in line with the rating. Dr. Bob Kustra has been president of BSU since 2003, prior to which he served two terms as lieutenant governor in Illinois and 10 years in the Illinois state legislature. The rest of the senior management team has remained relatively unchanged, which we believe lends stability to the overall credit profile. The responsibility for overall management and determination of university policies and standards is vested with the BSU board, which also serves as the Idaho State Board of Education, the Regents of the University of Idaho, the Board of Trustees for Idaho State University in Pocatello, the Board of Trustees for Lewis Clark State College in Lewiston, and the State Board for Professional-Technical Education and Vocational Rehabilitation. The governor appoints seven of the members of the combined boards for five-year terms. The elected state superintendent of public instruction serves ex officio as the eighth member of the board for a four-year term.

The university operates under a formal campus master plan and strategic plan. The most recent strategic plan, "Focus on Effectiveness," covers 2012 through 2017. This plan includes key performance indicators with goals that we believe are consistent and appropriate with the needs of the organization. We take a positive view of management's standards for operational performance and effectiveness. Management completed the state-mandated program prioritization to reduce costs and the corresponding strategic realignment in the past fiscal year. These efforts garnered efficiencies of more than $2.6 million in fiscal 2015. This is a continuous process and a tool for management to reallocate resources and produce savings, enabling management to identify efficiencies and improve its overall cost structure. The

university budgets conservatively on a modified-accrual basis of accounting and produces interim comparative quarterly financial reports, including management's discussion and analysis, a best practice.

Financial Profile

Financial management policies

We consider BSU's financial management policies as robust. The university has formal policies for its endowment, investments, and debt. It operates according to a five-year strategic plan and has a formal policy for maintaining reserves. The financial policies assessment reflects our opinion that, despite some areas of risk, the organization's overall financial policies are not likely to hamper its ability to pay debt service. Our analysis of financial policies includes a review of the organization's financial reporting and disclosure, investment allocation and liquidity, debt profile, contingent liabilities, and legal structure and a comparison of these policies with those of comparable providers.

In line with our report "Assessing The Impact Of GASB 68 On U.S. Public Universities And Charter Schools," published Dec. 15, 2015 on RatingsDirect, we have made certain adjustments to the financial statements of public colleges and universities and certain public charter schools for financial results beginning with fiscal year end June 30, 2015 to enhance analytical clarity regarding the economic substance of the funding of liabilities, expenses, and deferred inflows and outflows of resources associated with pension plan obligations and a change in accounting principle as detailed in GASB Statement No. 68, "Accounting and Financial Reporting for Pensions—an amendment of GASB Statement No. 27." We believe these adjustments enhance analytical clarity from a credit perspective and result in more comparable financial metrics as long as states are able and willing to fund these pension liabilities. It is our understanding that the responsibility for BSU's pension liabilities will remain with the state.

Financial operations

Being the state's largest public institution of higher education, BSU receives one of the largest portions of state appropriation funding allocated to public institutions: $80.4 million in fiscal 2015 and $84.3 million in fiscal 2016, both representing increases since funds were cut in fiscal 2011. In our view, the outlook for increased state funding for fiscal 2017 is positive with the governor's budget recommendation calling for an 8.8% increase for four-year higher education institutions, the largest increase for higher education since 1991. The Idaho Department of Public Works (DPW) also provides capital funding for various construction projects and repairs at the university; the amount varies from year to year. The university's revenue composition has remained about the same over the past year with appropriations at 22% of total operating revenue, gross tuition and student fees and auxiliary revenue at 50%, grants and contracts at 8%, and gifts at 5%.

BSU has a track record of producing surplus operations on a full-accrual basis with gains of $30.0 million in fiscal 2015, $28.8 million in fiscal 2014, and $45.7 million in fiscal 2012. BSU also reported a $2.9 million gain in net income before capital in fiscal 2015. Management expects operating performance to continue to be positive in fiscal 2016. Continued enrollment changes have pressured net tuition revenue, but the university has been able to increase net tuition revenue per student through modest tuition increases. Full-time tuition for the 2015-2016 academic year was $6,876, an increase of 3.6%. For the 2016-2017 year, the board has approved a tuition increase of 2.6%, or a 3.7% total increase

when including student fees. In our view, these modest tuition increases should allow the university to continue to increase its net tuition revenue as enrollment stabilizes.

Available resources

We consider the university's financial resource ratios adequate for the rating category. Total net assets at June 30, 2015 declined by 1.4%, or negative $5.5 million, as a result of the GASB 68 accounting reclassification of negative $15.5 million. After adjustments for GASB 68 and the inclusion of the foundation's unrestricted net assets (UNA), BSU's available resources (as measured by adjusted UNA) totaled $127.5 million, equal to 34% of operating expenses and 61% of pro forma debt.

The university benefits from a separate foundation that had total assets of $154.9 million as of June 30, 2015, of which only 7%, or $11 million, was unrestricted. The foundation's investment portfolio was valued at $93 million as of Dec. 31, 2015 and is conservatively invested. At that time, the foundation's funds were invested 33% in international equities, 25% in fixed income, 32% in domestic equities, and the remainder in cash, real estate, hedge funds, and private equity. Management reports that the foundation's return was 1.1% as of June 30, 2015 but that it decreased 2.5% through Dec. 31, 2015. The university's treasury portfolio is used to manage cash and was valued at $102.1 million as of Dec. 31, 2016 with 48% invested in the local government investment pool, 34% in corporate bonds, 6% in federal agency security, and 4% in the money market. At that time, the treasury account had an average weighted maturity of 128 days to provide liquidity when needed.

Debt and contingent liabilities

As of June 30, 2015, BSU had $219.4 million in debt outstanding, which included $634,000 in notes payable, which was paid off in March 2016, and $752,000 in capital lease obligations. The remainder is general revenue debt. Upon the issuance of the series 2016A bonds, pro forma debt outstanding is expected to be about $208.8 million. Total pro forma maximum annual debt service (MADS) of about $17.84 million in 2020 is still above average but manageable, at 4.8% of fiscal 2015 adjusted operating expenses. We view management's debt portfolio as conservative with all debt being fixed rate with level amortization.

As outlined in its campus master plan, BSU plans to construct a $52 million materials science building and a $36 million fine arts building over the next five years. These projects will be financed through a combination of gifts, state support (for the fine arts building), and public debt. As part of the debt funding, management plans to issue about $57 million in total over the next two years with $27 million in new money for the materials science building and approximately $30 million for the fine arts building. In our view, the university should have the capacity to issue this debt so long as it is able to maintain its existing available resources. Standard & Poor's will further evaluate the debt's effect on credit quality once plans are more fully developed.

Boise State University

	--Fiscal year ended June 30--					'A' public college and university medians
	2016	2015	2014	2013	2012	2014
Enrollment and demand						
Headcount	22,113	22,259	22,003	22,678	19,664	13,381
Full-time equivalent	15,451	15,643	15,599	16,136	15,215	10,819

Boise State University, Idaho; Public Coll/Univ - Unlimited Student Fees

Boise State University (cont.)

	--Fiscal year ended June 30--					'A' public college and university medians
	2016	2015	2014	2013	2012	2014
Freshman acceptance rate (%)	79.6	77.0	76.1	58.8	54.2	72.5
Freshman matriculation rate (%)	34.0	35.7	38.1	41.3	52.7	MNR
Undergraduates as a % of total enrollment (%)	86.5	86.9	86.5	86.7	88.3	85.2
Freshman retention (%)	75.6	75.0	71.3	71.5	69.0	72.5
Graduation rates (five years) (%)	N.A.	N.A.	29.2	22.1	22.1	72.0
Income statement						
Adjusted operating revenue ($000s)	N.A.	405,134	391,800	395,109	375,234	MNR
Adjusted operating expense ($000s)	N.A.	375,153	362,977	349,455	334,008	MNR
Net adjusted operating income ($000s)	N.A.	29,981	28,823	45,654	41,226	MNR
Net adjusted operating margin (%)	N.A.	7.99	7.94	13.06	12.34	MNR
Estimated operating gain/loss before depreciation ($000s)	N.A.	55,640	53,860	68,674	61,862	MNR
Change in UNA ($000s)	N.A.	(5,759)	(2,243)	2,584	5,458	MNR
State operating appropriations ($000s)	N.A.	87,159	80,129	74,496	68,006	MNR
State appropriations to revenue (%)	N.A.	21.5	20.5	18.9	18.1	26.6
Student dependence (%)	N.A.	50.4	48.6	47.5	46.9	MNR
Health care operations dependence (%)	N.A.	N.A.	N.A.	N.A.	N.A.	MNR
Research dependence (%)	N.A.	8.2	8.7	9.8	10.4	MNR
Endowment and investment income dependence (%)	N.A.	0.1	0.8	0.1	0.1	0.7
Debt						
Outstanding debt ($000s)	N.A.	219,376	229,437	237,481	238,943	141,343
Proposed debt ($000s)	N.A.	62,990	N.A.	N.A.	N.A.	MNR
Total pro forma debt ($000s)	N.A.	208,830	N.A.	N.A.	N.A.	MNR
Pro forma MADS	N.A.	17,839	N.A.	N.A.	N.A.	MNR
Current debt service burden (%)	N.A.	2.57	5.03	4.35	4.68	3.90
Current MADS burden (%)	N.A.	4.87	5.03	5.07	5.30	4.40
Pro forma MADS burden (%)	N.A.	4.76	N.A.	N.A.	N.A.	MNR
Financial resource ratios						
Endowment market value ($000s)	N.A.	N.A.	95,666	83,399	75,966	84,593
Related foundation market value ($000s)	N.A.	154,868	145,162	135,886	144,877	79,216
Cash and investments ($000s)	N.A.	149,160	132,219	133,592	142,109	MNR
UNA ($000s)	N.A.	93,639	99,398	101,641	99,057	MNR
Adjusted UNA ($000s)	N.A.	127,490	120,345	120,261	114,604	MNR
Cash and investments to operations (%)	N.A.	39.8	36.4	38.2	42.5	47.2
Cash and investments to debt (%)	N.A.	68.0	57.6	56.3	59.5	97.3
Cash and investments to pro forma debt (%)	N.A.	71.4	N.A.	N.A.	N.A.	MNR
Adjusted UNA to operations (%)	N.A.	34.0	33.2	34.4	34.3	32.5

Boise State University (cont.)

	--Fiscal year ended June 30--					'A' public college and university medians
	2016	2015	2014	2013	2012	2014
Adjusted UNA plus debt service reserve to debt (%)	N.A.	58.1	52.5	50.6	48.0	62.1
Adjusted UNA plus debt service reserve to pro forma debt (%)	N.A.	61.0	N.A.	N.A.	N.A.	MNR
Average age of plant (years)	N.A.	10.8	10.2	10.3	10.6	13.2
OPEB liability to total liabilities (%)	N.A.	3.1	3.0	2.6	2.3	3.3

MADS--Maximum annual debt service. N.A.--Not available. MNR--Median not reported. UNA--Unrestricted net assets. Net operating margin = 100*(net adjusted operating income/adjusted operating expense). Student dependence = 100*(gross tuition revenue + auxiliary revenue) / adjusted operating revenue. Current debt service burden = 100*(current debt service expense/adjusted operating expenses). Current MADS burden = 100*(maximum annual debt service expense/adjusted operating expenses). Cash and investments = cash + short-term & long-term investments. Adjusted UNA = UNA + UNA of the foundation. Average age of plant = accumulated depreciation/depreciation & amortization expense.

Related Criteria And Research

Related Criteria

General Criteria: Methodology: Not-For-Profit Public And Private Colleges And Universities, Jan. 6, 2016

Ratings Detail (As Of March 24, 2016)

Boise St Univ gen rev proj & rfdg bnds		
Long Term Rating	A+/Stable	Affirmed
Boise St Univ gen rev rfdg bnds (Taxable)		
Long Term Rating	A+/Stable	Affirmed
Boise St Univ PCU_USF		
Long Term Rating	A+/Stable	Affirmed
Boise St Univ gen rev ser 2005A, 2007A, 2007B, 2007C (MBIA)		
Unenhanced Rating	A+(SPUR)/Stable	Affirmed
Boise St Univ stud union & hsg rev bnds ser 2002		
Unenhanced Rating	A+(SPUR)/Stable	Affirmed
Boise St Univ Std University Fee & Housing Sys ser 2002 (MBIA)		
Unenhanced Rating	A+(SPUR)/Stable	Affirmed

Many issues are enhanced by bond insurance.

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BOISE STATE UNIVERSITY

SUBJECT

Professional fees for selected undergraduate engineering programs

REFERENCE

February 2016	Board approved first reading of Policy V.R.
April 2016	Board considered second reading of Policy V.R.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education (Board) Governing Policies & Procedures, Section V.R.3.b.iv

BACKGROUND/DISCUSSION

At the February 2016 Board meeting, the Board approved the first reading of proposed changes to the professional fees policy after several years of discussion about the merits of allowing for "differential" and/or "cost-based" fees. As stated in that agenda item, Boise State University (BSU) initially sought permission to present two differential fee proposals for consideration. However, neither of these proposals met the criteria for the "professional fee" programs in Board Policy V.R. due to the credentialing/licensure requirement. The policy revision which is currently under consideration would allow for these fees to be considered in one of the proposed disciplines, engineering, because in that revision professional licensure is encouraged in these programs, but may not be required to practice in the profession, particularly at entry levels.

BSU is proposing professional fees for four College of Engineering programs that are accredited by the Engineering Accreditation Commission of the Accreditation Board for Engineering and Technology, Inc (ABET). These programs are civil engineering, electrical and computer engineering, mechanical engineering, and materials science engineering. While these programs provide the minimum capabilities for graduates to practice in their field of study, professional licensure requirements vary by discipline and industry. All of these programs are impacted by the high cost of instruction. Since salaries and benefits constitute over 90 percent of the budgets of academic colleges, the cost of instruction consists primarily of faculty compensation costs. These costs are much higher in these engineering programs, ranging from 26 to 31 percent more than salaries in all other programs at BSU, with the exception of the College of Business and Economics (COBE). A comparison of departmental average of salaries follows:

Departmental Averages of Salaries			
	Assistant Professor	**Associate Professor**	**Professor**
***Engineering (Civil, ECE, MBE*, MSE)**	$83,653	$89,062	$107,268
Other Departments (Excludes COBE and CS)	$57,757	$65,963	$80,544
Departments in COBE	$106,525	$103,011	$105,191

Careful consideration was given to selecting programs for this request for professional fees in specific undergraduate programs. For example, two other College of Engineering programs were considered and rejected for the following reasons: The Computer Sciences (CS) program commands some of the highest faculty salaries at BSU due to the high demand and competitiveness for faculty with these skills. However, the legislature provided funding in the FY2016 budget to fund eight faculty lines, thus most of the high cost has been covered from this line item appropriation. Another program, Construction Management, has faculty salaries that are more aligned with BSU's current average salaries and was not included for consideration.

Another important factor for the programs selected for consideration is the high rates of employment for students who graduate from these programs and their higher average salaries.

National Association of Colleges and Employers: January 2015 Salary Survey Projected Annual Salary for Baccalaureate Graduates	
Discipline	**Average Annual Salary**
Engineering	***$62,998***
Computer Science	$61,287
Math & Sciences	$56,171
Business	$51,508
Agriculture & Natural Resources	$51,220
Healthcare	$50,839
Communications	$49,395
Social Sciences	$49,047
Humanities	$45,042

Finally, it is important to note that faculty salaries in the College of Business and Economics (COBE) are actually the highest at BSU. However, most disciplines within that college do not have a licensure provision to practice. BSU will continue to analyze programs within the College of Business to determine which, if any, might be considered for professional fees in the future. The ability to charge for

professional fees for the programs requested will allow for further investment in these high demand programs that will improve both the quality of the students' academic experience and the ability to expand access to certain high demand programs that are currently oversubscribed. For these programs, additional instructional support is key to student success. For example, adding teaching and learning assistants helps students succeed and graduate on time. In many cases, students avoid repeating courses if they have access to assistance early in the semester. Specific examples for program needs are as follows:

Mechanical Engineering (ME). Enrollment is currently capped for students entering their junior year due to the lack of funding necessary to add instructional staff to keep pace with the enrollment growth. The professional fee will be used to hire additional faculty, lecturers and student support staff to enable "open" enrollment in upper division courses.

Civil Engineering (CE). This program would benefit by adding a lecturer with industry experience to teach Senior Design. The ability to hire instructors with strong industry contacts improves the quality of instruction and better prepares students for careers in this field.

Electrical and Computer Engineering (ECE) and Materials Science and Engineering (MSE). Both of these programs have significant facility costs in terms of microelectronic processing and materials characterization. The Idaho Microfabrication Laboratory and the materials characterization facilities are more sophisticated than a typical laboratory and require staff with specialized skills. The fee would also be used to hire teaching assistants to provide critical instructional support for undergraduate students.

If approved, BSU will carefully monitor enrollments and determine if these professional fees create additional barriers for students seeking to enroll in these programs.

Board policy also requires that special course fees be eliminated for these programs if the professional fee is approved. For the current fiscal year (FY16), approximately $78,000 was collected as special course fees for these programs. That lost revenue would be offset by approximately $333,000 in new revenue from the $35 fee that can be used to cover the costs described above to help meet program needs. These engineering majors would pay an average of $569 more per year in their upper division studies to obtain a degree in these highly competitive fields.

STAFF COMMENTS AND RECOMMENDATIONS

Consideration of these fees is contingent on the approval of the second reading of Board Policy V.R. BSU has been selective in determining which of its engineering programs would be able to significantly improve success with the establishment of

a professional fee. BSU's analysis suggests that the four programs nominated for professional fees, under the revised Board policy which makes licensure an optional (rather than mandatory) criterion for professional fees**,** would improve access, quality of professional preparation, and output for these programs. The institution is not submitting a blanket request for professional fees for all programs within the College of Engineering, but is using external funding and reallocating internal funds, where possible, to support a number of these programs. The proposed professional fees would result in the elimination of course fees for these programs, with a projected net cost increase to the affected students estimated to be less than $600 dollars per year, on career tracks which will lead to annual salaries which average more than $10,000 per year above the institution's non-engineering majors. Staff recommends that approval of professional fees for the four proposed programs be considered in the following order: Mechanical Electrical (ME) Engineering, Civil Engineering (CE), Electrical and Computer Engineering (ECE), and Materials Science Engineering (MSE).

BOARD ACTION

I move to approve the request by Boise State University to charge a professional fee in the amount of $35 per credit for required upper division courses for baccalaureate programs the following engineering programs:

1. Civil Engineering;
2. Electrical and Computer Engineering;
3. Mechanical Engineering; and
4. Materials Science Engineering.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

UNIVERSITY OF IDAHO

SUBJECT
Student Health Insurance Program (SHIP) approval of contract

REFERENCE

April 2010	Board approved SHIP Consortium contract
February 2016	Board approved first reading of amendments allowing institutions to provide student health insurance at their discretion

APPLICABLE STATUTE, RULE, OR POLICY
Idaho State Board of Education Governing Policies & Procedures, Section III.P.16 and Section V.I.3

BACKGROUND/DISCUSSION
The University of Idaho (UI) continues to be in compliance with the health insurance policies adopted by the State Board of Education (Board) and UI. The SHIP provides outstanding coverage that students can rely on for their medical and prescription health insurance protection. Our program complies with national standards for student health insurance benefits endorsed by the American College Health Association. UI's SHIP includes three primary components: 1) fully insured coverage, 2) claims administration, and 3) self-insured primary care. SHIP vendor contract rates are negotiated annually utilizing current actuarial projections and anticipated increases in medical costs.

UI seeks approval of a new contract with United Healthcare Student Resources to provide the coverage under the first component above; specifically a fully-insured student health insurance plan for our domestic and international students. United Healthcare Student Resources was the successful responder to UI's RFP for these services and is also the current provider of these service to UI. The proposed contract generally continues the services UI has been obtaining from United Healthcare under the current contract.

Attached hereto is the proposed contract (Attachment 1), UI's RFP for the contract (Attachment 2) which also includes UI General Terms and Conditions of Contract, and the RFP Response of United Healthcare (Attachment 3). These documents comprise the full contract.

IMPACT
The Term of the Agreement is one year with extensions upon mutual agreement for four additional one-year terms. Premiums are negotiated annually with the annual premium for FY 17 set at $1,548 per enrolled student. UI pays premiums based on the total number of enrolled students and bills the enrolled students an equal amount. Over the past three years student enrollment in the plan has

fluctuated between 1,900 and 2,200 students. Enrollment of 2,100 students would result in a total premium of $3,250,800.

ATTACHMENTS3

Attachment 1 – Proposed Contract Page 3
Attachment 2 – RFP Page 7
Attachment 3 – United Healthcare Proposal Page 45

STAFF COMMENTS AND RECOMMENDATIONS

The proposed SHIP contract would provide comprehensive coverage for University of Idaho Students at a very competitive price. The University is to be commended for its continuing efforts with vendors and local medical service providers to obtain excellent value for cost in a national market and regulatory environment in which students at many other institutions have seen marked reductions in coverage and steep increases in prices. Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to enter into a contract with United Healthcare Student Resources for a fully-insured student health insurance plan for their domestic and international students in substantial conformance to the materials provided to the Board in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ATTACHMENT 1

UNIVERSITY OF IDAHO
AGREEMENT NUMBER UI-776

The University of Idaho (the "University") hereby awards to United Healthcare Student Resources (the "Contractor") Agreement number UI-776 to furnish Student Health Insurance Plan (SHIP) to the University, as specified in University of Idaho Request for Proposals Number 16-51M, 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 16-51M; b) United Healthcare Student Resources' proposal dated January 27, 2016; 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-776; 2) University of Idaho Request for Proposals Number 16-51M; 3) United Healthcare Student Resources' proposal dated January 27, 2016; and 4) University of Idaho General Terms and Conditions.

1.1 NOTICES

Any notice under this Agreement shall be in writing and be delivered either in-person, 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:

the 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 Email: juliam@uidaho.edu
the Contractor:	United Healthcaare Student Resources 805 Executive Center Drive West, Suite 220 St. Petersburg, Florida 33702 Attn.: Dale Burns, Senior Vice President Phone: (800) 237-0903 Email: DBurns@uhcsr.com

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.

1.2 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.

1.3 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.

1.4 TERM OF AGREEMENT

The initial term of this Agreement shall be one (1) year, commencing upon the date of execution by the University. The term of this Agreement may, if mutually agreed upon, be extended by four, one-year increments for a total of four (4) additional years, provided the parties mutually agree 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.

1.5 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.

1.6 INVOICES

All invoices must contain the name of the University department, purchase order number, itemization of materials and services, and correct Agreement pricing. A packing slip referencing current pricing must accompany each order.

Invoices for payment must be submitted by the Contractor to:

University of Idaho
Accounts Payable

875 Perimeter Drive MS 4244
Moscow, ID 83844-4244

1.7 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 July 1, 2016.

For the Regents of the UNIVERSITY OF IDAHO RESOURCES		UNITED HEALTHCARE STUDENT	
SIGN	_____	SIGN	_____
PRINT	_____	PRINT	_____
TITLE	_____	TITLE	_____
DATE	_____	DATE	_____

ATTACHMENT 1

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University of Idaho
A LEGACY OF LEADING

Contracts & Purchasing Services
1028 West Sixth Street
Shoup Hall – Room 319
Moscow, Idaho 83844-2006

REQUEST FOR PROPOSALS NO. 16-51M

FOR

Student Health Insurance Plan (SHIP)

For additional information please contact:
Julia R. McIlroy, Director
Contracts & Purchasing Services
Phone (208) 885-6123
Fax (208) 885-6060
juliam@uidaho.edu

Date Issued:	December 18, 2015
Proposals Due:	Thursday, January 28, 2016, @ 4:00 p.m. Pacific Time
Pre-proposal Conference:	Not Applicable

University of Idaho
A LEGACY OF LEADING

Request for Proposals
Student Health Insurance Plan
(SHIP)

RFP NO: 16-51M

December 17, 2015

UNIVERSITY OF IDAHO REQUEST FOR PROPOSALS NO. 16-51M

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.

1-1 SCOPE OF WORK

The University of Idaho (herein referred to as the University or UI) is seeking proposals for a fully-insured student health insurance plan for their Domestic and International students (no dependents are on SHIP at this time). This Request for Proposal (RFP) is predicated on the continued use of the claims administrator under contract to the University (AmeriBen, located in Boise, ID), or you can alternately propose a different claims administrator. We utilize an outside consultant for student insurance consulting services, ECI, so we ask that **offers be direct without the involvement of outside brokers/consultants** unless necessary for an exclusive fully-insured carrier arrangement. Any involvement of brokers/consultants and their services to respond to this RFP should be easily identified in any Offeror's response and such services should be outlined in detail in any response to this RFP along with a transparent itemization of commissions/administration fees for such services.

1-2 PROPOSAL SUBMISSION

Proposal are to 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., Pacific Time, January 28, 2016, University of Idaho Contracts & Purchasing Services, 1028 West Sixth Street, Shoup Hall – Room 319, Moscow, ID 83844-2006.

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.

Proposal are to 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.

1-3 REQUEST FOR PROPOSALS SCHEDULE

Release of RFP	Thursday, December 18, 2015
Deadline for submission of inquiries from vendors	Thursday, January 7, 2016
Deadline for UI to issue RFP addenda	Thursday, January 14, 2016
Due date for submission of proposals	Thursday, January 28, 2016 at 4:00 pm PST
Vendor interviews/negotiations at UI	Week of February 8, 2016
Announcement of award	Anticipated February 15, 2016

1-4 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.

1-5 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.

1-6 ERASURES AND INTERLINEATIONS

Erasures, interlineations, or other changes in the proposal shall be initialed by the person(s) signing the proposal.

1-7 ACKNOWLEDGMENT OF ADDENDA TO RFP

Receipt of an addendum to this RFP shall be acknowledged by a Proposer on the Proposal Response Certification (see Foreword of this RFP).

1-8 PROPOSAL COPIES

Four (4) written complete copies of the proposal shall be submitted to the University.

1-9 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.

1-10 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.

1-11 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.

The proposal price should be reflected in Attachment (A) Pricing Proposal Costs Sheet.

1-12 TERM OF AGREEMENT

The initial term of this agreement shall be for one (1) year (Plan Year 2016-17), commencing upon the date of execution by the University. The term of this agreement may, if mutually agreed upon in writing, be extended for four (4) additional plan year (2017-18 through 2019-20) increments, subject to the annual renewal process.

In the event funding approval is not obtained by the University, this Agreement shall become null and void effective the date of the start of any Plan Year. During extension periods, all terms and conditions of this Agreement shall remain in effect.

1-13 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 offeror's best terms from a cost and technical standpoint.

1-14 RECORD OF PURCHASES

Contractor will provide Purchasing Services a detailed usage report of items/services ordered, quantities, and pricing under this Agreement upon request.

1-15 APPEAL OF AWARD

A Proposer aggrieved by the award of an Agreement may file an appeal by writing to the Manager of Purchasing Services. The appeal must be received by the Manager of Purchasing Services within five working days after the award is made, must describe the basis for the appeal, and must include all argument and evidence the Proposer wishes the Manager of Purchasing Services to consider. Keeping track of the date an award is made is the responsibility of the Proposer(s).

1-16 PRE-PROPOSAL CONFERENCE

There is no pre-proposal conference scheduled for this RFP process. Proposers may request site visits to review facilities, but no inquiries maybe submitted outside of the process specified in Section 1-4.

2-1 GENERAL

Proposers shall adhere to all requirements stated in Section I.

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in paragraph 2-2, RFP Response Outline. Paragraph 2-2 outlines the minimum requirements and packaging for the preparation and presentation of a response. 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 invitation. It is required that proposal entries be typewritten. Periods of time, stated in number of days, in this request or in the Proposer's response, shall be in calendar days. Propose the best price on each item.

2-2 RFP RESPONSE OUTLINE

A. Response Sheet: The proposal Response Certification shall be attached to the front of the proposal and shall contain the Proposer's certification of the submission. An official who has full authority to enter into an Agreement shall sign it.

B. Background and History: Describe the company, organization, officers or partners, number of employees, and operating policies that would affect this Agreement. State the number of years the Proposer has been continuously engaged in student insurance (college/university) business.

C. Financial Stability: Please provide proof of financial stability in the form of financial statements, credit ratings, a line of credit, or other financial arrangements sufficient to enable the proposer to be capable of meeting the requirements of the RFP.

D. Experience and Support: Describe Proposer's experience in performing the requested services.

E. Costs: Include itemized costs for all components and features to be delivered on the Pricing Proposal Costs Sheet, Attachment (A), Pricing Proposal Costs Sheet.

F. Proposer's Response to RFP Inquiries: Provide the Proposer's response to all inquiries in Section 6-1 and 6-2 of the RFP document. Proposers shall use the inquiry and response format specified in this section to identify the page location in their proposal where a response to each inquiry may be found.

G. Approved SHIP form filed in Idaho: Any fully-insured carrier **must have an approved** Student Health Insurance Plan (SHIP) Policy filed and approved with an approved Student Health Insurance Plan form number (a generic, bracketed policy) in compliance with the Affordable Care Act for SHIP plans, with the State of Idaho, Division of Insurance, by the due date of this RFP, January 13, 2016. Please supply the approved form filing number with the response to the RFP.

H. Proposer Exceptions: The University of Idaho will not consider or accept any Proposer exceptions from the Proposer that are shown in any other part of a proposal other than those listed in a specific section entitled PROPOSER EXCEPTIONS. All Proposer exceptions must be clearly identified and fully explained. Proposer exceptions determined to be unreasonable or clearly outside the intent of this RFP may be cause for rejection of the proposal. The Proposer is legally obligated to render services or to indemnify the risk for the products identified in this RFP unless Proposer exceptions are shown as specified and accepted by the University of Idaho.

3-1 EVALUATION CRITERIA

A. Mandatory Criteria

Throughout the RFP, mandatory criteria have been established for selecting acceptable proposals. Mandatory criteria, such as compliance with Section I of this RFP, are stated as a mandate or requirement for submitting a proposal in response to this RFP.

Mandatory criteria for submission of proposals are identified either by (1) a notice in the RFP provision specifically indicating it is a mandatory requirement for submission; or (2) the terms must or must not.

The University of Idaho will make the following determination regarding each mandatory criterion contained in this RFP:

A = Acceptable:
The Proposer demonstrates full compliance with the requirement(s) stated in the RFP.

U = Unacceptable:
The Proposer's response is not in compliance with mandatory criteria and is cause for rejection of the proposal.

Upon receipt of proposals, the University of Idaho may contact Proposers to obtain clarification or confirmation of compliance with the mandatory criteria for the RFP.

B. Weighted Criteria

Once a Proposer has been certified by the University of Idaho as meeting all mandatory criteria requirements, an evaluation of the proposal will be conducted by the University of Idaho on the basis of the Proposer's cost quotation, overall response to the RFP, reference checks, and other information available to the University of Idaho. The University of Idaho is not bound to accept the lowest priced proposal if that proposal is not in the best interest of the University of Idaho. The criteria for evaluation of proposals, and selection of the successful Proposer, will be based on the weighted criteria shown in the following table (not necessarily listed in their order of importance).

	Description
1	Financial Proposal Cost Information
2	Renewal Process/Accounting
3	Preferred Provider (PPO) Network
4	General ability to fulfill deliverables specified in the RFP

5	Experience in Student Insurance Market-References
6	Interview score

In making determinations under each criterion, the University of Idaho will assess the entirety of each offer to provide the services requested in the RFP for the Plan Year 2016-17 and possible subsequent renewal periods.

Upon completion of the initial review and evaluation of the proposals submitted, selected Proposers may be invited to participate in oral presentations and/or negotiations. Oral presentations/negotiations, if any, will bind Proposers by any representations made in such presentations benefiting the University of Idaho.

Following any discussions with Proposers regarding their technical proposals, alternative approaches, or optional features, a number of the vendors 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.

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.

3-2 CHANGES REQUIRED BY STATUTE, REGULATION, OR COURT ORDER

The University of Idaho recognizes there are factors that may cause a change of condition that are beyond the control of the University of Idaho. The factors that may impact this RFP after the effective date for the contract include, but are not limited to, the following:

a) federal and state statutes, rules, regulations, and court decisions (particularly new interpretations of the requirements of Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, or the Age Discrimination Act of 1975);

b) rulings of the Idaho Department of Insurance;

c) regulations or rulings from the Health Care Financing Administration pertaining to the Health Insurance Portability and Accountability Act.

If a change of condition occurs (as described above), or if the Agreement is later determined not to be in compliance with the above conditions, the contract with the University of Idaho will be amended retroactively to comply with the foregoing changes of condition (refer also to the legal compliance deliverables that are specified in Sections 5-10 and 5-11). Any necessary adjustments in the cost for risk indemnification

or the cost for the services specified in this RFP will be implemented through normal renewal negotiations effective for the following plan year.

3-3 RETURN OF RFP PAGES AND EXCEPTIONS NOTICE

A copy of all pages of this RFP shall be returned with the Proposer's response. The Proposer's submission in response to this RFP means the Proposer accepts all conditions or requirements for this RFP unless otherwise noted in a Section entitled EXCEPTIONS to the RFP. **The University of Idaho will not consider or accept any exception(s) from the Proposer that are shown in any other part of a proposal other than a Section entitled EXCEPTIONS. The Proposer is legally obligated to render services for the University of Idaho for the products identified in this RFP unless exceptions are shown as specified in this RFP.**

Even if there are no exceptions to the RFP document, the Proposer shall still include a section entitled EXCEPTIONS in the proposal submission to the University of Idaho. An affirmative statement should be included in this Section of the Proposer's offer to the University of Idaho that there are no exceptions from this RFP document.

3-4 SOLE ENDORSEMENT BY THE UNIVERSITY OF IDAHO

The University of Idaho does not intend to offer, endorse, or administer any other Student Health Insurance Plan or program during the contract period(s). If an organization under the control of the University of Idaho decides to offer a health insurance plan to its students, the successful Proposer may require that the class of students, with the exception of international students, offered coverage be excluded from eligibility under this RFP document.

3-5 FERPA AND HIPAA COMPLIANCE

The Proposer, and any of its subcontractors, will act as an agent of the University of Idaho with regard to acceptance of any confidential information (e.g., Social Security Numbers of students). The Proposer agrees to maintain such information under the confidentiality requirements of the Family Educational Rights and Privacy Act of 1974, as amended (34 C.F.R. Part 99) and other applicable law.

The Proposer is responsible for assuring that all components of the Third Party Claims Administrator (currently AMERIBEN) under its direct control are in compliance with both the confidentiality provisions and the security provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

4-1 KEY DEFINITIONS AND ABBREVIATIONS

AmeriBen: The current claims administrator retained by the University of Idaho, through formal RFP process, effective with Plan Year 2005-06.

Moscow Family Medicine/MFM: MFM currently provides primary care services at UI Student Health Services and its QuickCARE location in Moscow, Idaho. Compensation for covered services provided to SHIP-covered persons is paid by direct capitation payment from UI and copayments paid by SHIP-covered persons. MFM was retained by the University, through formal RFP process, effective with Plan Year 2002-03 and the agreement is still in effect.

Out-of-Network (OON): Outside the Preferred Provider Network

Preferred Provider Network (PPO): Preferred Provider Network, currently PHCS (Multi-Plan)/First Choice Network within Idaho

UI/University: The University of Idaho.

UI Student Health Clinic: UI Student Health Clinic is located on the Moscow campus.

SHIP: Student Health Insurance Program

4-2 SHIP RISK INDEMNIFICATION VENDOR AND FUNDING ARRANGEMENTS

From the Plan Year 2004-05 to present, the SHIP has been a fully-insured program. The insurance company indemnifying the risk is UnitedHealth Care Insurance Company (Student Resources Division).

The Student Health Clinic primary care services provided by Moscow Family Medicine is a self-funded and capitated by UI. Reference laboratory services and radiology services at Student Health Clinic are also self-funded by UI (some reference lab services are included in the capitation payable to MFM). The University of Idaho contracts directly with Pathologists Regional Laboratory (PRL) and Palouse Imaging Consultants in Moscow, Idaho, and Gritman Medical Center in Moscow, Idaho, to provide reference laboratory, radiology and related services. Charges for these services for SHIP-covered students are not billed to the fully-insured carrier, UnitedHealth Care Insurance Company. A copy of the benefits that are not covered by the fully-insured carrier can be found in Attachment (R), 2015-16 Student Health Clinic Brochure

4-3 ENROLLMENT SYSTEM

The University of Idaho has been using a 100% mandatory hard waiver audit process since Plan Year 2009-10 for US citizens and a restrictive waiver enrollment system

for international students and NCAA-sanctioned intercollegiate athletes from 2004-05 to present. The enrollment/waiver system for US citizens not engaged in intercollegiate athletics has been operated by the University of Idaho using its Banner registration system. The school has approximately 8,200 students and athletes audited by an outside vendor, ECI Services, every semester for both active eligibility and mandatory hard waiver coverage standards.

The current claims administrator, AmeriBen, mails out a Medical-Rx Insurance Card every Fall and to new students in the Spring and Summer and upon request. The insurance ID card is approved by UnitedHealth Care Insurance Company and the vendors listed on the card. A sample of the Medical-Rx Insurance Cards for both the Domestic and International plans can be found in Attachments (B) and (C), Medical-Rx Insurance Card. Any proposal must include the payment of printing and postage for Medical-Rx cards for the University of Idaho.

4-4 ENROLLMENT AND PREMIUM BY PLAN YEAR

A Historical Enrollment and Premium Report, in PDF format, is provided in Attachment (D).

4-5 PLAN MANAGEMENT AND BENEFIT DESIGN CHANGES BY PLAN YEAR

Program brochures for each plan year from Plan Year 2010-11 through 2015-16 are provided in Attachments (J), (K), (L), (M), (N), (O), (P) and (Q).

Benefit changes for the SHIP since Plan Year 2010-11 are as follows:

A. Plan Year 2010-11

- Changed Waiver Process to increase enrollment;
- Changed Policy general co-insurance from 80%PPO/70% OON to 80% PPO/50% OON;
- Eliminated the exclusion for Attention Deficit Disorder (ADD and ADHD);
- Out-of-Network (OON) provides providing services at a PPO facility will be paid at the PPO level of benefits;
- Cover Travel Shots and Routine Immunizations (except HPV) outside the Student Health Center under the Office Visit copay;
- Changed the Rx Plan outside the Student Health Center to a $15 generic/$30 brand/$60 non-formulary three-tier plan through the outside PBM, Express Scripts;
- Eliminated the exclusion of birth control from the outside PBM, Express Scripts; and
- Increased the coverage for Intercollegiate Sports from $75,000 to $90,000 per Plan Year.

B. Plan Year 2011-12

- Increased the PPO Deductible from $0 to $250 per Plan Year and the Out-of-Network (OON) Deductible from $250 to $500 per Plan Year;
- Inpatient Copays are reduced from $250 to $150 per Admission (PPO and OON). Applies to R&B, ICU, Newborn and Psychiatric Inpatient Admissions;
- Changed the Outpatient/Inpatient Physician Visit from $25 copay then 80% co-insurance to $25 copay then 100% co-insurance for PPO providers only;
- Changed the Outpatient (OP) Occupational Therapy, Speech Therapy, Physiotherapy and OP Psychotherapy benefit from $25 copay then 80% co-insurance to $25 copay then 100% co-insurance for PPO providers only;
- Removed the Outpatient Psychotherapy referral procedure;
- Eliminated the $600 per Plan Year maximum for Inpatient/Outpatient Physiotherapy;
- Eliminated the 50% cap for Sleep Disorders – now pays as any other Sickness; and
- Dependent age changes from 25 to 26

C. Plan Year 2012-13

- Change Plan Maximum from $1,000,000 Lifetime to $1,000,000 per Plan Year;
- Eliminate the $10,000 per Plan Year Maximum from Inpatient Mental Nervous;
- Implementation of PPACA Preventive Care Benefit at 100% PPO providers/0% OON providers;
- Removed the benefit for Intercollegiate Sports and Club Sports benefit to a separate Policy number but the benefit remains the same;
- Increased $25 copays to $30 per visit (OP Physician Visit, OP Mental Nervous Visit, OP Speech Therapy, OP Occupational Therapy, Physiotherapy;
- Eliminated the maximum for Congenital Conditions of $50,000 per Plan Year; and
- Eliminated the special Coeur d'Alene Campus Benefit for Wellness

D. Plan Year 2013-14

- Removed the limitation of "one visit per day" to Mental Nervous Treatment, OP Physicians Visit, Physiotherapy and Substance Abuse;
- Multiple Surgery Reduction Benefit is put on plan (100% of first procedure/50% of subsequent procedures);
- Move from Beech Street PPO to MultiPlan (PHCS) which leases First Choice in Idaho, Washington and Montana;
- The self-funded Student Health Pharmacy is closed in Summer 2014 and now prescription claims are covered by the fully-insured carrier;

E. Plan Year 2014-15

- A new plan design is put in place for the **International** students, with a $500 PPO/$1,000 OON Annual Deductible, 75% PPO/50% OON Co-Insurance Plan Design, $30 generic Rx/$60 Brand Rx/$100 non-formulary Rx (Metallic Value is Silver); and
- The plan design for **Domestic** students is a $750 PPO/$1,500 OON Annual Deductible, with a 70% PPO/50% OON Co-Insurance Plan Design, $20 generic Rx/$50 Brand Rx/$100 non-formulary Rx (Metallic Value is Silver).

F. Plan Year 2015-16

- The Prescription Benefit Management (PBM) is changed from Express Scripts, Inc. to Magellan Rx.

4-6 UTILIZATION REPORTS BY PLAN YEAR

Unless otherwise specified, all reports discussed in this Section 4-6 were prepared by our consultant, ECI, or our claims administrator, AmeriBen, and are unaudited by the UnitedHealth Care Insurance Company.

- **Historical Enrollment and Premium Report** for Plan Years 2010-11 through Plan Year 2014-15 (Fall Only) through October 31, 2015 is provided in Attachment (D).

- **Paid Claims Report** by month for Plan Years 2010-11 through 2014-15 with paid claims and utilization and PPO savings information through October 2013 are provided in Attachment (E).

- **Claims per Benefit Type Report** for the Last Four Plan Years through October 2015 can be found in Attachment (F).

- **Large Claims Report** through October 2015 is provided in Attachment (G).

- A **Top 25 Providers Report** from Plan Year 2010-11 through Plan Year 2013-14, Paid through October 2015, can be found in Attachment (H).

- An **IBNP Matrix Report** as of October 2015 is included in Section IX, Attachment (I).

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4-7 REQUESTED PRODUCTS/SERVICES

This RFP is for a fully-insured program for both medical and rx (prescription) claims.

The RFP is predicated on the continued use of AmeriBen for claims administration services (but alternative claims administrators can be proposed), and continued direct contracting between the University and Moscow Family Medicine (MFM) for the separate self-funded Student Health Center on the Moscow Campus.

Fully insured quotes will include a comprehensive medical evacuation and repatriation coverage program as specified in Section 5-9 (F).

Services must include the mailing of certificates of creditable coverage upon termination from SHIP.

Services must include the mailing of Medical-Rx Insurance Cards every Fall for all students and then in the Spring and Summer for new Students, and upon request. The ID card mailings for all mailings (except for replacement ID cards) must include the insertion of school requested materials, which typically would include the Student Health Clinic brochure as can be found in Attachment (R).

Benefits must be based on the Usual and Customary fees (U& C) for the region in which the service is rendered for out-of-network benefits. The current U&C level is 70% of FAIR Health.

Currently pre-notification and Large Case Management services are not included in the Plan. Both pre-notification services and Large Case Management services can be included in your offer, but the price should be included in your Proposal. Please note the vendor, if applicable, on the premium proposed in Appendix (C) Pricing Proposal Cost Sheets.

Any fully-insured carrier **must have an approved** Student Health Insurance Plan Policy filed and approved with an approved Student Health Insurance Plan form number (a generic, bracketed policy) in compliance with the Affordable Care Act for SHIP plans with the State of Idaho, Division of Insurance, by the due date of this RFP, January 13, 2016.

5-1 CONTINUED OPERATION OF UI STUDENT HEALTH INSURANCE PROGRAM

The University of Idaho will continue to operate key aspects of its Student Health Insurance Program, without substantive change, that are essential to the effective operation of the SHIP.

A. Student Health Services and Moscow Family Medicine

The University will continue to operate Student Health Clinic and contract with Moscow Family Medicine to provide primary care services. The University will continue to self-fund reference laboratory and radiology services for SHIP-covered students who receive laboratory and radiology service at UI Student Health Clinic.

No changes are anticipated for the University's continued delivery of psychiatric services, nutritionist services, health education and wellness programs, business functions for Student Health Services or operation of its student health insurance office.

B. Third Party Claims Administrator

The University requires that the fully-insured carrier for Plan Year 2016-17 should negotiate any contract with AmeriBen, or another claims administrator, for Plan Year 2016-17 to provide claims administration services. Any agreements, financial or otherwise, are to be made between the fully-insured carrier and the claims administrator.

C. Provider Network

The current national provider network is PHCS (Multi-Plan). Multi-Plan leases the local network of First Choice in Idaho. Other provider networks can be offered.

5-2 ELIGIBILITY AND INSURANCE REQUIREMENT

The University of Idaho will continue to require health insurance as a condition of enrollment as specified by rules and regulations of the Idaho State Board of Education and the University. No substantive changes are anticipated at the present time, but this can be subject to change. See the SHIP brochure, Attachments (P) and (Q), 2015-16 SHIP Program Brochure for eligibility requirements for SHIP.

5-3 SCHEDULE OF PLAN BENEFITS

Proposers must base their responses to this RFP on the plan provisions in place for the Plan Year 2015-16 as shown in the current brochure that can be found in Attachments (P) and (Q) **2015-16 SHIP Program Brochure**,. The current schedule of benefits, covered expenses, exclusions and limitations, definitions, special provisions, and all other components affecting the delivery of program benefits will be used for Plan Year 2016-17 unless otherwise modified in this RFP document or subsequent Addendums. Please provide benefits for any other requirements to make this plan PPACA complaint as per both Federal and State Benchmark Plan mandates for the State of Idaho.

Proposers should note the No Gain-No Loss provision stated in Section 5-4 relative to this requirement for risk indemnification.

5-4 NO GAIN/NO LOSS PROVISION

Unless otherwise specified in this RFP, Proposers must agree to provide coverage so that student plan participants will neither lose nor gain benefits from Plan Year 2015-16 to Plan Year 2016-17. Exceptions to this provision are (1) any change in benefits specified in this RFP or formally adopted in final negotiations with the Proposers under this RFP; or (2) any Proposer EXCEPTIONS accepted by the University of Idaho that are compliant with the requirements stated in Section 2-2(H) and Inquiry A of Section 6-2.

This no gain/no loss provision applies even if there was an error in administration of the plan or interpretation of benefits on the part of AmeriBen or UnitedHealth Care Insurance Company.

5-5 PREMIUM PAYMENT: FULLY-INSURED QUOTES

A. Premium Payment
The University of Idaho will pay 90 percent of the estimated premium due to the Successful Proposer(s) within 60 days of the effective date for each period of coverage. At the end of the semester coverage period, the University of Idaho will conduct a final account reconciliation with the fully-insured carrier and make payment.

5-6 INITIAL CONTRACT PERIOD AND ANNUAL RENEWAL NEGOTIATIONS

The coverage periods for Plan Year 2016-17 will be as follows:

Fall Semester I: 08-01-16 through 01-10-17 (New Students or Early Starts such as Athletes and International students)

Fall Semester II: 08-22-16 through 01-10-17 (Regular Students – both Domestic and International)

Spring/Summer Semester: 01-11-17 through 08-20-17

Summer Only Semester: 05-15-17 through 08-20-17

Note: The Fall and Spring/Summer semesters are the Annual rate divided in half. Please note if your filings do not allow this kind of pro-ration of Annual premium.

Students who are on the ALCP program (English program for International students) have the following session dates which will require pro-rated premium (currently they are paid monthlies):

Below are the ALCP insured dates for 2016-2017.

Fall Session 1: 08-22-16 through 10-16-16
Fall Session 2: 10-17-16 through 01-10-17

Spring Session 1: 01-11-17 through 03-12-17
Spring Session 2: 03-13-17 through 05-14-17 or 08-20-17 if enrolled in both sessions

Summer Session: 05-14-17 through 08-20-17

This RFP allows the University to renew the contract for four (4) additional contract years beyond the initial contract period. Only items in Section III and cost quotations in Section V are negotiable at renewal; all other RFP provisions and the contract between the successful Proposer and the University of Idaho are non-negotiable. Unless otherwise agreed to by the successful Proposer(s) and the University of Idaho, a written renewal proposal must be prepared by the successful Proposer(s) and submitted to the University of Idaho on March 1st of every Plan Year.

If the successful Proposer(s) does not intend to renew the Agreement, the successful Proposer(s) must notify UI/ Purchasing & Contracting Services no later than 90 days prior to the date the written renewal is to be provided. Failure to provide this notice will result in the Proposer's forfeiture of any retrospective reserve funds and/or other performance incentive funds to the date the notice should have been provided and through the end of the contract period. The University of Idaho may also recover any expenses incurred for conducting an RFP process or other costs associated with changing vendors for the SHIP.

5-7 RESPONSIBILITIES FOR THE UNIVERSITY OF IDAHO

A. Insurance Requirement and Overall Management of SHIP
The University of Idaho will verify that all students covered by the SHIP are eligible to participate based on criteria published in the annual marketing pamphlet and plan document or policy. The University of Idaho will continue to devote sufficient resources and staff to effectively manage all facets of the SHIP.

B. Operation of Student Health Clinic
The University of Idaho will continue to operate the Student Health Clinic on the Moscow campus and will outsource services for the Plan Year 2016-17 to provide primary care services.

C. Claims Administration Services and Provider Network
The University of Idaho will continue not continue to contract for claims administration services as they have through Plan Year 2015-16. The fully-insured carrier will continue to specify that the claims administrator is responsible for issuing all HIPAA certificates of creditable coverage.

D. Plan Service/Consulting
The University of Idaho will use internal resources and/or external consultants to provide support for the SHIP. Proposers should note that costs are part of the weighted criteria including agent costs or other plan service costs may disadvantage a Proposer's offer to the University under the weighted criteria scoring.

E. Payment of Premium
The University of Idaho will pay the premium to the successful Proposer(s). Provided with each payment will be a complete reconciliation of the premium based on final enrollment for each coverage period.

The University of Idaho reserves the right to correct either premium payment or enrollment (including late additions to the plan after the open enrollment period) because of administrative error. The successful Proposer will be notified in writing of all such exceptions and provided with an explanation for the administrative error.

F. Enrollment System and Program Marketing
The University of Idaho will remain responsible for all facets of the enrollment system, issuing SHIP identification certificates, and program marketing. Program marketing materials will be submitted to the Successful Proposer for review and approval.

G. Medical Evacuation and Repatriation Coverage
Any offer must include medical evacuation and repatriation coverage primarily required for the coverage of international students and domestic students travelling out of the area.

5-8 PROPOSER RESPONSIBILITIES: FULLY-INSURED QUOTES

All fully insured cost quotes shall comply with each of the following provisions:

A. Risk Indemnification and Funding for Claims
A fully-insured contract, approved by the State of Idaho's Division of Insurance, must be provided to the University of Idaho that meets all of the requirements stated in this RFP document.

Funding to a Third Party Claims Administrator (currently AmeriBen) for release of claims must be provided on a timely basis so that benefit checks may be released on a minimum schedule of a bi-weekly basis.

B. Reconciliation of Enrollment and Premium Reports
The Successful Proposer is responsible for reviewing and approving all enrollment and premium reconciliation statements submitted by the University.

C. Review and Approval of Program Communication Materials
The Successful Proposer is responsible for reviewing and approving all draft program communication materials submitted by the University of Idaho. This review shall be completed in a timely manner.

D. Payment of Provider Network Access Fees and Other Costs
In addition to funding benefit claim payments, the Successful Proposer is responsible for payment of provider network access fees, premium taxes, federal and state taxes (as per the Affordable Care Act) and other expenses, other than program communication materials, that are internal to the University of Idaho, that are routinely required for operation of the SHIP.

E. Legal Compliance, Confidentiality, and Prohibited Actions
The Successful Proposer must comply with the legal requirements, both federal and state, for the operation of the SHIP specified in Section III, and any new legal requirements that become applicable to the SHIP subsequent to the issuance of this RFP. This deliverable applies to laws and regulations that may be applicable only to the University of Idaho and not the insurance company indemnifying the risk (e.g., the federal civil right laws identified in Section 3-2). The Proposer must also provide ongoing advice and recommendations to the University of Idaho regarding compliance with mandated coverage for similarly situated, fully insured student health insurance programs domiciled in Idaho.

The Successful Proposer must not market or promote individual health insurance products to students covered by the SHIP, or recent graduates, through any active link to web sites, use of mailing lists, or other promotions that are associated with the University's SHIP.

All information obtained from the University of Idaho during the course of operation of the SHIP and performance of services or delivery or products specified under this RFP must be kept confidential by the Successful Proposer. The Successful Proposer must maintain the confidentiality of all student and dependent

information (e.g., name, address, birth date, and all other enrollment information) obtained from either the University of Idaho, ECI Services, AmeriBen, or SHIP covered persons or applicants.

F. Medical Evacuation and Repatriation Coverage

Proposers are required to provide unlimited medical evacuation and repatriation coverage program for international students enrolled in the SHIP and US residents enrolled in the SHIP who travel abroad or travel away from the Moscow campus or UI Center in which the student is enrolled. Coverage shall be provided for injuries or illnesses occurring in the United States or abroad.

G. Filed Form SHIP Policy

Proposers are required to have an approved filed Student Health Insurance Programs policy with the State of Idaho, Division of Insurance, by the due date of this proposal. The approved form filing should be disclosed in the response to this RFP.

H. Email and Secure Messaging System Communications

The Successful Proposer must not transmit any confidential information by unsecured email or other electronic transmission means. Conversely, the use a web-based secure messaging system is only permitted when the content of the communication includes Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act of 1996 or other information deemed to be confidential by the University of Idaho.

I. Miscellaneous

The Successful Proposer is required provide all services or indemnification of risk necessary for the successful operation of the SHIP which are under the purview of the Successful Proposer and would customarily be provided by an insurance company/managed care organization under the provisions of this RFP. These services or risk indemnification shall be provided even if they are not specifically identified as a responsibility of the Successful Proposer or requirement for compliance with this RFP.

J. Compliance Penalty

Any substantive and sustained major failure to comply with the RFP requirements for operation of the SHIP may result in termination of the contract and application of fines that are equal to the cost incurred by the University of Idaho to act to correct the compliance failure on the part of the Successful Proposer. In addition, any costs associated changing vendors may also be charged as a fine to the Successful Proposer.

6-1 RESPONSE TO INQUIRIES AND REQUESTS FOR INFORMATION

All responses to questions and requests for information should be answered in the order posed in the RFP and should provide the page number and other identification where the response may be found in a component of the Proposer's response to this RFP labeled PROPOSER RESPONSES. Shown below is an example question and answer from the RFP:

> **Sample Question**: Identify the person responsible for preparing this proposal and provide a brief background statement about his or her history with the Proposer's organization.
>
> **Sample Answer**: Answer from Offeror.

Some questions may not require a response, in which case the Proposer should type N/R in the blank space provided.

6-2 INQUIRIES AND REQUESTS FOR FULLY-INSURED QUOTES

A. Confirm the Proposer has complied with Section 2-2(H), and that any exceptions from the Proposer are shown in a separate section of the offer to the University of Idaho in a section entitled EXCEPTIONS. Confirm also that the Proposer understands University of Idaho is not bound by any exceptions not shown by the Proposer as specified in Section 2-2(H). Also confirm the Proposer accepts all terms and conditions for this RFP and the Agreement that will result from this RFP process.

B. Confirm receipt of all original RFP pages and any Addenda issued under this RFP and confirm receipt of all RFP pages (including Attachments A through T).

C. Confirm the Proposer has the capability to provide all of the services or products specified in this RFP, and the Proposer has the capability to fulfill all of the deliverables specified in Section 5-8 of the RFP. Any service or product the Proposer is not capable of providing must be listed as an RFP exception in the format and location of the proposal in response to this RFP that is specified in Section 2-2(H).

D. Provide the Proposer's financial ratings from any organizations that have given the Proposer ratings for the past five years and published financial assessment for the Proposer. Annual financial reports must be provided for the last three years if the Proposer is not subject to independent financial review.

E. Provide a brief history and description of the Proposer's organization and any history of operation in the student health insurance marketplace.

F. Identify any entities (e.g., insurance agents) that will receive compensation from the Proposer if the Proposer is a recipient of an Award under this RFP. The amount of the compensation must also be identified.

G. Provide references for three (3) current clients and with the Proposer's organization in the past 24 months (provide: name, title, organization, address, and telephone number for a contact person). Do not respond by providing references for an agent/broker or third party claims administrator.

Please answer all Questions below:

RENEWAL PROCESS

1. Show the formula the underwriter used to target incurred claims for the first year, and second, or third year (if applicable) including, but not limited to, plan values, PPO discount savings, utilization trends, industry inflation trends, blending ratios, etc.

2. Will your company provide a 24-month rate guarantee or a second year maximum rate increase? Will your company provide a 36-month rate guarantee or a second and third year maximum rate increase?

3. The campus requires that your renewal be presented no later than March 1st of every year. Describe the process in how the first rate/fee renewal will be presented. Explain the methodology and data to be used for the renewal process.

4. Confirm that your rates/fees quoted are guaranteed for each policy period listed. Thereafter, will your rates/fees be guaranteed for each succeeding full twelve-month period?

5. Do you agree that changes in the premium rates for the coverage in force may be instituted only as of a renewal rate anniversary even if a state mandate must be implemented mid-year?

6. What experience period(s) will be used for the first renewal? What credibility will be given to each period of experience used? What is the weighting used on each year of experience?

7. What were the retention factors used for your clients for the last five years?

8. What are the pooling factors used by your company?

9. What is the current medical inflation trend used by your company to predict future claims for college student insurance plan clients?

10. Can your company provide benefits for non-medical necessity items if the University requests a quote for a new benefit?

ACCOUNTING

11. When are premiums due and what is the grace period for payment of premium under your policy? If premium is paid subsequently, is a penalty and/or interest charge assessed? If yes, please explain in detail. Are there any options available with respect to the grace period? If so, please explain the option(s) and any charge that is made for them.

12. What type of audits of premium reconciliation's are done? Please explain.

13. What is the procedure for premium billing?

14. Do you agree to provide a complete financial accounting report for the group in regard to premium reconciliation? Please attach a sample of an actual report. How many weeks after the semester starts will your financial accounting report be available?

15. Who holds the legal liability for claims incurred but not yet paid as of the date of plan termination?

16. Do you agree that upon termination of an insurance contract with your company, your company would remain liable for all pending and unreported claims incurred prior to the termination date?

17. Do you agree that upon termination of an insurance contract with your company, your company would remain liable for the following?

    - Eligible hospital expenses for an existing period of confinement (the Extension of Benefits benefit); and
    - Newborn charges for 60 days after birth as per State of Idaho mandate

18. Indicate **any reinsurance policies presently purchased, OR special cash reserves set aside**, to continue paying claims on existing policies in the event your organization ceases to operate due to bankruptcy, liquidation or other factors. *Check only one.*

    ❑ a. None

    ❑ b. Reinsurance is in effect or separate reserves are held to cover contractual services for the following number of days: _____ ***(Response valid only if # of days provided.)***

    ❑ c. Reserves as a percent of premium are _____% ***(Response valid only if % provided)***

❑ d. Other:

19. Do you have any specific or aggregate reinsurance policies in place for large claims? Please explain these arrangements, including the names of the reinsurance carriers.

20. If your company takes all the risk themselves, how does your company underwrite large claims at renewal in regard to the experience of the school versus your entire pool of business?

21. Do any insurance or reinsurance arrangements involve alien (company is incorporated in a country other than the United States) insurance companies? Please explain these arrangements.

22. Do you meet all NAIC, minimum state insurance and managed care organization net worth and reserve requirements? If no, explain.

23. On an average, what are the COB recoveries for your college accounts as a percentage of allowable claims expense?

24. List all underwriting requirements that apply to rates quoted in separate financial proposal (e.g., non-confinement rules, minimum participation requirements, eligibility requirements for Late Enrollees, etc.);

EXPERIENCE IN STUDENT INSURANCE

25. Please provide a brief overview of your company including information such as, but not limited to, years of experience in the student insurance business (college and university – Graduate only plans do not apply unless they are covered by a Student Health Insurance Plan filing), number of employees and locations, number of accounts and covered lives as well as any other information which may be relevant to this RFP.

26. Do you have, or have you had prior Student Health Insurance clients in Idaho, or other areas of the Northwest such as Washington or Oregon.

27. What is your company type, such as 1) a fully-insured insurance company, 2) a managing general underwriter (MGU), 3) an insurance wholesaler, or 4) a broker, etc.? Explain how you are presenting a complete package of services as requested in this proposal.

28. Is your company owned or operated by a parent company? Where are the corporate headquarters located? Please include complete address.

29. Who will be the individual(s) responsible for the University of Idaho account with respect to underwriting? Legal compliance and Contract Development? Claims Administration? How many years' experience does each individual have with your company?

30. How is your company set up to manage the account in relationship to a Salesperson, Account Representative, and any Assistants? What exactly are these people's functions on an annual and day-to-day basis with the client?

31. What is your company's rating for A.M. Best and Standard & Poor's? How many years has your company held in the financial rating indicated above? If less than five years, please explain.

32. Is there any current or pending legal actions against your company? If yes, please explain.

33. Is your company for sale, or pending sale? If yes, please give details.

34. Please provide the following information for the fully-insured carrier:

Number of Students Covered by Student Health Insurance	Number of Clients

100 - 500
501 – 1,000
1,001 – 5,000
5,000 or more

35. What is your company's philosophies and strategic direction with respect to student insurance business?

36. Indicate any innovations or unique aspects of your particular insurance policies and/or corporation in general, which would provide further insight about your product or organization.

37. How do you handle the filing of the master policy and the brochure language with the state? Do you have standard language that the client's policy must adhere to, or do you individually file the master policy as written in the brochure with the state?

7-1 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.

7-2 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.

7-3 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.

7-4 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.

7-5 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.

7-6 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.

7-7 GENERAL QUALITY

All of the Contractor's work shall be performed with the highest degree of skill and completed in accordance with the Agreement Documents.

7-8 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.

7-9 PAYMENT AND ACCEPTANCE

Except as otherwise provided herein, payments shall be due and payable within thirty (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.

7-10 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.

7-11 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.

7-12 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.

7-13 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.

7-14 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.

7-15 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.

7-16 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.

7-17 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.

7-18 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.

7-19 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.

7-20 REGENTS' APPROVAL

This Agreement may be subject to approval by the Regents of the University of Idaho. If this Agreement is subject to approval by the Regents of the University of Idaho, and if such approval it is not granted, this Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

7-21 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.

7-22 HEADINGS

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

7-23 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.

7-24 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.

7-25 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.

7-26 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.

7-27 NO JOINT VENTURE

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or agency relationship between the parties.

7-28 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.

7-29 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.

7-30 CONFIDENTIALITY

The parties hereto agree that the terms and conditions of this Agreement shall be held in confidence except as required by or for applicable disclosure laws, financing sources, enforcement of the Agreement, mergers and acquisitions, or as otherwise mutually agreed by the Parties, and such agreement shall not be withheld unreasonably.

7-31 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.

8-1 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.

8-2 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.

8-3 INSURANCE

8.3.1 General Requirements

8.3.1.1 Contractor and its subcontractor(s) of any tier are required to carry the types and limits of insurance shown in this insurance clause, Section X, 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 8.3. 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.

8.3.1.2 Additionally and at its option, University may request certified copies of required policies and endorsements. Such copies shall be provided within (10) ten days of the University's request.

8.3.1.3 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.

8.3.1.4 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.

8.3.1.5 Failure of University to demand such certificate or other evidence of full compliance with these insurance requirements or failure of University 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.

8.3.1.6 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 tier under the indemnities granted to University in this Agreement.

8.3.1.7 Contractor is responsible for coordinating the reporting of claims and for the following: (a) notifying the University 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.

8.3.2 Required Insurance Coverage.

Contractor and its subcontractor(s) of any tier shall at its own expense obtain and maintain:

8.3.2.1 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.

8.3.2.2 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.

8.3.2.3 Business Personal Property. 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 University, its employees, officers or agents. Waiver of subrogation language shall be included.

8.3.2.4 Workers' Compensation. 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.

8.3.2.5 Professional Liability. If professional services are supplied to University, 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).

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Student Injury and Sickness Insurance

2016-2017











University of Idaho



Student Insurance Solutions from UnitedHealthcare **Student**Resources

Confidential Proposal:
This proposal is intended only for the use of the individual or entity to which it is addressed. Please treat this information as confidential and proprietary unless required to release such information by applicable statute or court order.

Presented by:

Dale Burns, Senior Vice President
UnitedHealthcare **Student**Resources
805 Executive Center Drive West
Suite 220
St. Petersburg, FL 33702
Phone: 800-237-0903, ext. 6285
Email: DBurns@uhcsr.com
Fax: 727-563-3401

UnitedHealthcare

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Response Sheet

University of Idaho
A LEGACY OF LEADING

Request for Proposals
Student Health Insurance Plan
(SHIP)

RFP NO: 16-51M

December 17, 2015

UNIVERSITY OF IDAHO REQUEST FOR PROPOSALS NO. 16-51M

PROPOSAL RESPONSE CERTIFICATION

1/27/2016
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 1* have been received and were examined as part of the RFP document.

Name of Primary Contact	William J. Truxal
Signature	
Title of Primary Contact	President, UHCSR
Company	UnitedHealthcare **Student**Resources
Address	805 Executive Center Drive West, Suite 220 Saint Petersburg, FL 33702
Phone	800-237-0903
Fax	727-570-9102
Cell Phone Number	Available upon award of contract
Email Address	RFPTeam@uhcsr.com
State of Incorporation	Minnesota (UnitedHealth Group)
Tax ID Number	41-1289245

Business Classification Type (Please check mark if applicable).	None
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.

*Please note: We did not receive the Attachment titled "Paid Claims Report (paid claims through December 2015)" described in Addenda #1, item 1, first bullet.

University of Idaho
Amendment #1
to
Request for Proposals No. 16-51M
Student Injury and Sickness Health Insurance Plans
January 11, 2016

Please sign and return this document, Amendment #1, with your Response to the RFP.

This Amendment #1 is meant to do the following two things:

1. Furnish the attached updated Paid Claims Report, Historical Enrollment and Premium Report, Claims per Benefit Type Report (through December 2015) and Large Claims Report (updated with current information through December 31, 2015) and also include a requested Ad Hoc Age Band Report in response to a question by Potential Offeror #2;

   See the separate four (4) Adobe (pdf) files:
   - Paid Claims Report (paid claims through December 2015)
   - Historical Enrollment and Premium Report (paid claims through December 2015)
   - Claims per Benefit Type Report (through December 2015)
   - Large Claim Report (paid claims through December 2015)
   - Ad Hoc Age Band Report for Plan Year 2014-15

2. Answer four (4) sets of questions received from three (3) potential Offerors.

   Following are the questions received from potential offerors and the University's response to those questions.

   Questions received from Potential Offeror# 1:

   1. Section G - Will U of ID accept copies of the filed 2016-2017 policy year plan filing while we are awaiting state approval and the official form filing number?

      Answer:

      As stated in the RFP, final state approval and the official form filing number are required by the due date of the RFP, January 28, 2016.

      2-2 RFP RESPONSE OUTLINE

      G. Approved SHIP form filed in Idaho: Any fully-insured carrier **must have an approved** Student Health Insurance Plan (SHIP) Policy filed and approved with an approved Student Health Insurance Plan form number (a generic, bracketed policy) in compliance with the Affordable Care Act for SHIP plans, with the State of Idaho, Division of Insurance, by the due date of this RFP,

January 28, 2016 (the date was listed as January 13, 2016 in the posted RFP, but the dates is further clarified as the RFP due date of January 28, 2016). Please supply the approved form filing number with the response to the RFP.

2. Should the RFP response packet include 1 original and 4 copies or just 4 copies of the original.

   Answer:

   One (1) original and four (4) copies should be included.

3. Please provide data broken out by International vs. Domestic for plan years 12-13 and 13-14?

   Answer:

   Prior to the separation of a Plan for both Domestic and International students in Plan Year 2014-15 enrollment and premium were not tracked by Domestic and International student status so we are unable to separate the reporting prior to Plan Year 2014-15.

4. Is the University of Idaho interested in covering dependents for the 16-17 plan year?

   Answer:

   Not at this time. Any possible changes in benefits will be reviewed after an Offeror is awarded a contract as part of this RFP process.

Questions received from Potential Offeror# 2

1. Pharmacy benefits;

   - Is the current formulary offered through UnitedHealthcare considered an open formulary or is it a managed formulary?

     Answer:

     The current formulary is an open formulary.

   - Are specialty drugs being offered/covered through the SHIP plan? If so, can you elaborate on that benefit?

     Answer:

     Students must fill Specialty Drugs through the Specialty Program after one prescription fill at the Pharmacy.

- Is the current drug list (through UnitedHealthcare) considered a MAC (maximum allowable cost) A or MAC B type?

  This question was not understood by the University of Idaho and this further clarification was given by the Potential Offeror of the original question above:

  Basically the MAC is how the copay works out for the member.

  MAC A in our terminology reads as the following; regardless of the reason or medical necessity, if you get a brand name drug when a generic is available, you are responsible for the brand copay (tier 2 or 3) plus the drug cost difference between generic and brand.

  MAC B in our terminology reads as the following; regardless of the reason or medical necessity, if you get a brand name drug when a generic is available, you are responsible for the brand copay (tier 2 or tier 3) plus the cost difference between the generic and brand ***unless*** your prescriber indicates "do not substitute" (DNS) or "dispense as written" (DAW).

  Answer:

  The prescription plan design is a "MAC B" plan design.

2. Premium payments;

   - What time frame schedule does the University pay premium on (monthly, semester or annually)? Please elaborate by providing detail on when premium is paid and what notification timing is used by current administrator?

     Answer:

     As per Section 5-5 (A) in the RFP the University pays approximately 90% of the premium within 60 days of beginning of the semester and the balance is paid after full reconciliation at the end of the semester stated in the RFP as follows:

     5-5 PREMIUM PAYMENT: FULLY-INSURED QUOTES

     A. Premium Payment

     The University of Idaho will pay 90 percent of the estimated premium due to the Successful Proposer(s) within 60 days of the effective date for each period of coverage. At the end of the semester coverage period, the University of Idaho will conduct a final account reconciliation with the fully-insured carrier and make payment.

3. Student Health Center;

   - In the Student Health Brochure that was provided it states that "A portion of the cost of the SHIP premium is retained by UI and Moscow Family Medicine to provide certain benefits at the Student Health Clinic. Accordingly, these benefits are not insured by UnitedHealthcare Insurance Company." Is it expected that this will remain the same should "the Potential Offeror" attain the business? If so, would we be processing these claims or would these be handled externally/differently?

     Answer:

     It is anticipated that nothing changes for these claims and thus Student Health Center claims are not paid by the fully-insured carrier as stated in the RFP as follows:

     5-1 CONTINUED OPERATION OF UI STUDENT HEALTH INSURANCE PROGRAM

     The University of Idaho will continue to operate key aspects of its Student Health Insurance Program, without substantive change, that are essential to the effective operation of the SHIP.

     A. Student Health Services and Moscow Family Medicine

     The University will continue to operate Student Health Clinic and contract with Moscow Family Medicine to provide primary care services. The University will continue to self-fund reference laboratory and radiology services for SHIP-covered students who receive laboratory and radiology service at UI Student Health Clinic.

     No changes are anticipated for the University's continued delivery of psychiatric services, nutritionist services, health education and wellness programs, business functions for Student Health Services or operation of its student health insurance office.

4. Specific to local/regional provider arrangements, are there any special arrangements/accommodations that are made in regards to how claims are paid and processed through;

   - Moscow Family Medicine?

     No special arrangements/accommodations in regard to how claims are paid and processed.

   - Gritman Memorial Hospital?

     No special arrangements/accommodations in regard to how claims are paid and processed outside of a separate network discount arrangement.

- Other regional provider entities?

  There is a separate Memorandum of Understanding (MOU) for University of Idaho students who attend courses on the Boise State University campus so that UI students can be seen at the BSU Student Health Center at the benefit level of the University of Idaho Student Health Center.

5. Domestic partners and their dependents;

   - Who is responsible for providing the service and verifying the criteria/status of domestic partners and their dependents; will that be the University of Idaho or "the Potential Offeror"?

     Answer:

     Dependents are not covered by either the Domestic or International Plans so this question is "not applicable".

Additional Questions received from Potential Offeror# 2

1. It was noted that the *current* plan designs do not meet the silver level actuarial values for 2016. This is most likely due to the actuarial values being set based on 2015 standards. This is being noted so that the University is aware that we will be proposing some changes to current benefits in order to meet the silver range actuarial value requirements and given that the proposal asked that we *match* current. Please acknowledge this is acceptable/understood?

   Answer:

   This is not acceptable, but the comments are understood. Regardless of metallic value and actuarial underwriting thoughts of a Proposed Offeror the University of Idaho is requesting that the Potential Offeror quote the exact plan design that is currently offered. Once an Offeror is awarded contract discussions can proceed on what final benefit plan design should look like for Plan Year 2016-17 to meet the contracted fully-insured carrier's standards for metallic values and state mandated Essential Health Benefits.

2. Is it possible to receive a census (in Excel) of most recent plan year participants?
   - In event census cannot be provided, can we get the average student age?

   Answer:

   A census is not going to be furnished, but an Age Band report on all students who were covered for Plan Year 2014-15 is attached which also includes the average age of the entire group of students covered in Plan Year 2014-15, broken down by Domestic and International status.

3. What is the Pharmacy Specialty Copay if different from the Brand Non-formulary Copay of $100?

Answer:

There is no different copay for Specialty Drugs outside the standard copays for Generic/Brand/Non-Formulary at the Point-of-Service Pharmacy.

4. Confirm PCP/Specialist Copay is $30/$30 at the Student Health Clinic?

Answer:

There is no difference in the copays for primary versus specialty providers at the Student Health Clinic, but please note that the claims at the Student Health Center are not paid/processed/reimbursed by the fully-insured carrier.

5. Please verify that the Student Health Clinic and Arrangements in SECTION 4-2 of the RFP 16-51M SHIP are not in the claims report provided nor is it in the premium.

Answer:

No premium or claims information for the Student Health Clinic are included in any reporting furnished in the RFP. The claims data is specific to what is paid to and reimbursed by the fully-insured carrier only.

6. Student Athletes;

   a. What is the accident coverage details for Intercollegiate Sports injuries is provided under a separate policy number 2015-353-8?

   Answer:

   Intercollegiate claims are paid for athletes under the separate policy number up to $90,000 per Plan Year. The policy number is 2015-353-8 for Domestic Athletes and 2015-353-84 for International Athletes.

   b. Does SHIP pay secondary to the Accident Coverage for Intercollegiate Sports injuries?

   Answer:

   SHIP pays primary to any Accident Coverage offered by the school's separate Athletic Policy, but secondary to any other plan the student might be enrolled on such as a parent's Plan if the student had double coverage.

7. Please provide information about the run out data for November 2015 and December 2015 for the Plan year of 2014-2015.

Answer:

Claims, enrollment and premium data reports have been updated to include November 2015 and December 2015 premium and claims and are attached.

8. In review of the current plan, it was noted that pediatric dental lists an annual deductible of $500 for an individual. The current standards of essential health benefits require that the maximum-out-of-pocket limit for pediatric dental is $350. The "Potential Offeror" is concerned that this benefit would be out of compliance. Therefore we are asking for guidance on how to write this benefit. Suggested examples would/could be; offer a $100 deductible amount with the $350 maximum-out-of-pocket, 50% coinsurance OR file a variable range for the deductible amount (under the $350 amount) so that we can meet Affordable Care Act requirements. Please advise?

Answer:

This is not acceptable, but the comments are understood. Regardless of the Potential Offeror's underwriting thoughts the University of Idaho is requesting that the Potential Offeror quote the exact plan design that is currently offered. Once an Offeror is awarded contract discussions can proceed on what final benefit plan design should look like for Plan Year 2016-17 to meet the contracted fully-insured carrier's requirements on benefits to meet their interpretation of Affordable Care Act (ACA) federal and state of Idaho Essential Health Benefit requirements.

We are aware that certain Pediatric Dental and Vision benefits need to be changed for Plan Year 2016-17 as mandated by the State of Idaho, but for now please quote according to the current Plan of Benefits with comments to changes that will be required to be changed by the Potential Offeror if awarded the contract.

Questions received from Potential Offeror# 3

1. Are commissions included in the rates on the Historical Enrollment and Premium report? If yes, what is the commission percentage?

Answer:

No commissions are included in the fully-insured carrier rates. The current consultant is paid on a separate fee arrangement directly with the school.

2. Provide Dependent rates for 14-15 and 15-16 with an explanation of admin fees, commissions and other non-medical cost included in rates.

Answer:

Dependents were not covered for Plan Years 2014-15 and 2015-16 so no breakdown of fees need to be furnished. Newborns are automatically covered for 60 days after birth as per State of Idaho mandate, but at no additional premium charge.

3. Provide the Dependent Enrollment and Annual Premium by Spouse, Child and Children for both International and Domestic students for 2014-15.

Answer:

Dependents were not covered for Plan Year 2014-15 so no breakdown of premium for dependents need to be furnished. Newborns are automatically covered for 60 days after birth as per State of Idaho mandate, but at no additional premium charge.

4. What is the benefit of going to the SHC for students enrolled in the SHIP (reduced deductible or copays etc.)?

Answer:

Students receive separate benefits for the Student Health Clinic as per the brochure that can be found in the RFP attachments. There is no Annual Deductible for claims at the Student Health Clinic. All preventative care is covered at 100% (with some limitations – see brochure) regardless of ACA guidelines and it includes the coverage of routine preventive care for males over the age of 19 which is limited by the guidelines of the ACA. Students also have access to psychiatric care with a school psychiatrist at no additional cost such as copays. Outside the Student Health Clinic annual deductibles and co-insurance applies. There is also ease of access since the Student Health Clinic is on-campus.

5. Please confirm that Student Health Center claims are or are not billable to the SHIP? If yes, are they Ledger Billed or does the student submit a receipt for reimbursement?

Answer:

Student Health Clinic claims are not billable to the fully-insured carrier.

6. Provide a Fee Schedule of services at the Student Health Center that are charged to students.

Answer:

Students receive separate benefits for the Student Health Clinic as per the brochure that can be found in the RFP attachments. Benefits and applicable copays are outlined in the Student Health Clinic brochure.

7. How much in SHC claims were charged to the SHIP for 13-14, 14-15 and 15-16?

Answer:

No Student Health Clinic claims are charged to SHIP for Plan Years 2013-14, 2014-15 and 2015-16 as outlined in the RFP.

8. The claims data on the Claims per Benefit Type by Policy Plan report versus the Paid Claims Report don't match for Option 2014-353-1. The Claims per Benefit Type report shows $1,711,469.47 in claims while the Paid Claims Report shows $1,618, 611. Both reports are as of 10/31/15.

Answer:

The claims data on the Paid Claims Report is correct and updated with claims data as of December 31, 2015 and attached. The difference in the TPA's report and the Ad Hoc Paid Claims Report can be attributed to pharmacy reimbursements from the school to the fully-insured carrier when the School Pharmacy closed during the Plan Year (Summer 2014) and also due to some refund errors by the PBM for Plan Year's 2012-13, 2013-14 and 2014-15 so reports were adjusted since the original RFP was issued. There seems to be an error in reporting for the Domestic Plan for Plan Year 2014-15 which is being researched and a second Addendum verifying final audited numbers will be issued shortly. Other notes on claims discrepancies can be found on the attached Paid Claims Report with claims data through December 2015.

9. Attachment F Page 33- Policy 2013-353-1 for the Claims per Benefit Type by Policy Plan report outlines $2,261,457 in claims as of 10/31/15. Attachment E- Paid Claims report is showing $2,366,194 as of 8/30/15. How did claims go down 4.4% if there is two additional months of data?

Answer:

The claims went down due to claims adjustments and credits to the fully-insured SHIP as was addressed in Question 8 above.

10. Will all vendors' questions and corresponding responses be shared?

Answer:

All Vendors questions will be shared with Potential Offerors.

11. Page 1 indicated a proposal due date of January 28. Section 2.2 Item G indicates a proposal due date of January 13th. Please confirm the proposal due date is January 28?

Answer:

The RFP Due Date is verified as January 28, 2016, 4:00 pm PST.

To insure proper proposal procedures, please return this Amendment 1 with your response to the Request for Proposals.

Thank you.

UNIVERSITY OF IDAHO
Julia McIlroy
Director
Contracts & Purchasing Services

RECEIPT ACKNOWLEDGED:

Firm: UnitedHealthcare StudentResources

Signature: _____

Background and History

United Strength

UnitedHealth Group's 156,000 employees serve more than 85 million individuals, 5,637 hospital facilities, 246,000 health care professionals or groups, and operate in all 50 states and internationally. We apply our core competencies in two broad and growing domains—Health Benefits and Health Services. UnitedHealth Group has more than two dozen distinct business units that address specific markets within the benefits and services sectors. Each of these business units focuses on the key goals in health and well-being: access, affordability, quality, and simplicity as they apply to their specific market.

UnitedHealth Group (NYSE: UNH) is also named to the Dow Jones Sustainability North America Index (DJSI NA) and the Dow Jones Sustainability World Index (DJSI W). This marks the 15th consecutive year that UnitedHealth Group has been included in the Indices, attaining the highest total Index score in the Healthcare Provider Sector.

At a Glance

Client Information	
UHCSR Clients	450
UHCSR Insured Students	450,000+
Ratings: UnitedHealthcare Insurance Co., Inc.	
A.M. Best Rating (2014 Edition)	A "Excellent" (3rd of 16)
Standard and Poor's Rating (2014 Edition)	AA- "Very Strong" (4th of 21)
Provider Counts	
Medical Providers	840,820
Hospitals	5,637
Pharmacies	62,000

UnitedHealthcare StudentResources (UHCSR) is a member of the UnitedHealth Group family. Our organization is dedicated to providing year-round coverage health insurance products to college and university students nationwide. Our employees are dedicated to the offering of health insurance programs that provide year-round coverage to over 450,000 students at 450 colleges and universities.

UHCSR has been serving students for over forty years and since joining UnitedHealthcare we've expanded and enhanced opportunities for our clients by providing them access to UnitedHealth Group's technology applications, business services and national network of more than 770,760 physicians and other health care professionals as well as 5,565 hospitals.

We pride ourselves on building strong relationships with our clients, and believe it is our service philosophy coupled with our technological capabilities, implementation and flexibility in plan design that makes us one of the largest student insurance providers.

Some of our clients include:

Consortiums and Large Systems

University of Alaska System
University of Kansas System
Minnesota State Colleges and Universities
State University System of Florida

Prestigious Private Schools

Chapman University
Georgetown University
Vanderbilt University
University of Denver

Other Notable Schools

University of Tampa
University of Arkansas
College of William & Mary
Purdue University

Financial Stability

UnitedHealthcare Insurance Company held an A+ from Standard & Poor's, and an A from A.M. Best Company for the past five years.

In the next pages of this section, we have provided three years of Audited Financial Statements, from our most recent 10-k.

UnitedHealth Group
Consolidated Balance Sheets

(in millions, except per share data)	December 31, 2014	December 31, 2013
Assets		
Current assets:		
Cash and cash equivalents	$ 7,495	$ 7,276
Short-term investments	1,741	1,937
Accounts receivable, net of allowances of $260 and $196	4,252	3,052
Other current receivables, net of allowances of $156 and $169	5,498	3,998
Assets under management	2,962	2,757
Deferred income taxes	556	430
Prepaid expenses and other current assets	1,052	930
Total current assets	23,556	20,380
Long-term investments	18,827	19,605
Property, equipment and capitalized software, net of accumulated depreciation and amortization of $2,954 and $2,675	4,418	4,010
Goodwill	32,940	31,604
Other intangible assets, net of accumulated amortization of $2,685 and $2,283	3,669	3,844
Other assets	2,972	2,439
Total assets	$86,382	$81,882
Liabilities and shareholders' equity		
Current liabilities:		
Medical costs payable	$12,040	$11,575
Accounts payable and accrued liabilities	9,247	7,458
Other policy liabilities	5,965	5,279
Commercial paper and current maturities of long-term debt	1,399	1,969
Unearned revenues	1,972	1,600
Total current liabilities	30,623	27,881
Long-term debt, less current maturities	16,007	14,891
Future policy benefits	2,488	2,465
Deferred income taxes	2,065	1,796
Other liabilities	1,357	1,525
Total liabilities	52,540	48,558
Commitments and contingencies (Note 12)		
Redeemable noncontrolling interests	1,388	1,175
Shareholders' equity:		
Preferred stock, $0.001 par value — 10 shares authorized; no shares issued or outstanding	—	—
Common stock, $0.01 par value — 3,000 shares authorized; 954 and 988 issued and outstanding	10	10
Retained earnings	33,836	33,047
Accumulated other comprehensive loss	(1,392)	(908)
Total shareholders' equity	32,454	32,149
Total liabilities and shareholders' equity	$86,382	$81,882

See Notes to the Consolidated Financial Statements

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UnitedHealth Group
Consolidated Balance Sheets

(in millions, except per share data)	December 31, 2013	December 31, 2012
Assets		
Current assets:		
Cash and cash equivalents	$ 7,276	$ 8,406
Short-term investments	1,937	3,031
Accounts receivable, net of allowances of $196 and $189	3,052	2,709
Other current receivables, net of allowances of $169 and $206	3,998	2,889
Assets under management	2,757	2,773
Deferred income taxes	430	463
Prepaid expenses and other current assets	930	781
Total current assets	20,380	21,052
Long-term investments	19,605	17,711
Property, equipment and capitalized software, net of accumulated depreciation and amortization of $2,675 and $2,564	4,010	3,939
Goodwill	31,604	31,286
Other intangible assets, net of accumulated amortization of $2,283 and $1,824	3,844	4,682
Other assets	2,439	2,215
Total assets	$81,882	$80,885
Liabilities and shareholders' equity		
Current liabilities:		
Medical costs payable	$11,575	$11,004
Accounts payable and accrued liabilities	7,458	6,984
Other policy liabilities	5,279	4,910
Commercial paper and current maturities of long-term debt	1,969	2,713
Unearned revenues	1,600	1,505
Total current liabilities	27,881	27,116
Long-term debt, less current maturities	14,891	14,041
Future policy benefits	2,465	2,444
Deferred income taxes	1,796	2,450
Other liabilities	1,525	1,535
Total liabilities	48,558	47,586
Commitments and contingencies (Note 12)		
Redeemable noncontrolling interests	1,175	2,121
Shareholders' equity:		
Preferred stock, $0.001 par value — 10 shares authorized; no shares issued or outstanding	—	—
Common stock, $0.01 par value — 3,000 shares authorized; 988 and 1,019 issued and outstanding	10	10
Additional paid-in capital	—	66
Retained earnings	33,047	30,664
Accumulated other comprehensive (loss) income	(908)	438
Total shareholders' equity	32,149	31,178
Total liabilities and shareholders' equity	$81,882	$80,885

See Notes to the Consolidated Financial Statements

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UnitedHealth Group
Consolidated Statements of Operations

(in millions, except per share data)	For the Years Ended December 31, 2013	2012	2011
Revenues:			
Premiums	$109,557	$ 99,728	$ 91,983
Services	8,997	7,437	6,613
Products	3,190	2,773	2,612
Investment and other income	745	680	654
Total revenues	122,489	110,618	101,862
Operating costs:			
Medical costs	89,290	80,226	74,332
Operating costs	19,362	17,306	15,557
Cost of products sold	2,839	2,523	2,385
Depreciation and amortization	1,375	1,309	1,124
Total operating costs	112,866	101,364	93,398
Earnings from operations	9,623	9,254	8,464
Interest expense	(708)	(632)	(505)
Earnings before income taxes	8,915	8,622	7,959
Provision for income taxes	(3,242)	(3,096)	(2,817)
Net earnings	5,673	5,526	5,142
Earnings attributable to noncontrolling interests	(48)	—	—
Net earnings attributable to UnitedHealth Group common shareholders	$ 5,625	$ 5,526	$ 5,142
Earnings per share attributable to UnitedHealth Group common shareholders:			
Basic	$ 5.59	$ 5.38	$ 4.81
Diluted	$ 5.50	$ 5.28	$ 4.73
Basic weighted-average number of common shares outstanding	1,006	1,027	1,070
Dilutive effect of common share equivalents	17	19	17
Diluted weighted-average number of common shares outstanding	1,023	1,046	1,087
Anti-dilutive shares excluded from the calculation of dilutive effect of common share equivalents	8	17	47
Cash dividends declared per common share	$ 1.0525	$ 0.8000	$ 0.6125

See Notes to the Consolidated Financial Statements

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UnitedHealth Group
Consolidated Statements of Comprehensive Income

(In millions)	For the Years Ended December 31, 2013	2012	2011
Net earnings	$ 5,673	$5,526	$5,142
Other comprehensive (loss) income:			
Gross unrealized holding (losses) gains on investment securities during the period	(543)	217	422
Income tax effect	196	(78)	(154)
Total unrealized (losses) gains, net of tax	(347)	139	268
Gross reclassification adjustment for net realized gains included in net earnings	(181)	(156)	(113)
Income tax effect	66	57	41
Total reclassification adjustment, net of tax	(115)	(99)	(72)
Total foreign currency translation (losses) gains	(884)	(63)	13
Other comprehensive (loss) income	(1,346)	(23)	209
Comprehensive income	4,327	5,503	5,351
Comprehensive income attributable to noncontrolling interests	(48)	—	—
Comprehensive income attributable to UnitedHealth Group common shareholders	$ 4,279	$5,503	$5,351

See Notes to the Consolidated Financial Statements

UnitedHealth Group
Consolidated Statements of Changes in Shareholders' Equity

(in millions)	Common Stock Shares	Common Stock Amount	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss): Net Unrealized Gains (Losses) on Investments	Accumulated Other Comprehensive Income (Loss): Foreign Currency Translation (Losses) Gains	Total Shareholders' Equity
Balance at January 1, 2011	1,086	$11	$ —	$25,562	$ 280	$ (28)	$25,825
Net earnings				5,142			5,142
Other comprehensive income					196	13	209
Issuances of common shares, and related tax effects	18	—	308				308
Share-based compensation, and related tax benefits			453				453
Common share repurchases	(65)	(1)	(761)	(2,232)			(2,994)
Cash dividends paid on common shares				(651)			(651)
Balance at December 31, 2011	1,039	10	—	27,821	476	(15)	28,292
Net earnings				5,526			5,526
Other comprehensive income (loss)					40	(63)	(23)
Issuances of common shares, and related tax effects	37	—	704				704
Share-based compensation, and related tax benefits			594				594
Common share repurchases	(57)	—	(1,221)	(1,863)			(3,084)
Acquisitions of noncontrolling interests			(11)				(11)
Cash dividends paid on common shares				(820)			(820)
Balance at December 31, 2012	1,019	10	66	30,664	516	(78)	31,178
Net earnings attributable to UnitedHealth Group common shareholders				5,625			5,625
Other comprehensive loss					(462)	(884)	(1,346)
Issuances of common shares, and related tax effects	17	—	431				431
Share-based compensation, and related tax benefits			406				406
Common share repurchases	(48)	—	(984)	(2,186)			(3,170)
Acquisitions of noncontrolling interests, and related tax effects			81				81
Cash dividends paid on common shares				(1,056)			(1,056)
Balance at December 31, 2013	988	$10	$ —	$33,047	$ 54	$(962)	$32,149

See Notes to the Consolidated Financial Statements

UnitedHealth Group
Consolidated Statements of Cash Flows

(in millions)	For the Years Ended December 31, 2013	2012	2011
Operating activities			
Net earnings	$ 5,673	$ 5,526	$ 5,142
Non-cash items:			
Depreciation and amortization	1,375	1,309	1,124
Deferred income taxes	1	308	59
Share-based compensation	331	421	401
Other, net	(83)	(231)	(67)
Net change in other operating items, net of effects from acquisitions and changes in AARP balances:			
Accounts receivable	(317)	(130)	(267)
Other assets	(838)	(295)	(121)
Medical costs payable	509	101	377
Accounts payable and other liabilities	459	199	146
Other policy liabilities	(221)	(81)	482
Unearned revenues	102	28	(308)
Cash flows from operating activities	6,991	7,155	6,968
Investing activities			
Purchases of investments	(12,176)	(9,903)	(9,895)
Sales of investments	5,706	3,794	3,949
Maturities of investments	4,859	4,810	4,251
Cash paid for acquisitions, net of cash assumed	(362)	(6,280)	(1,844)
Cash received from dispositions	45	—	385
Purchases of property, equipment and capitalized software	(1,307)	(1,070)	(1,067)
Proceeds from disposal of property and equipment	146	—	49
Cash flows used for investing activities	(3,089)	(8,649)	(4,172)
Financing activities			
Acquisition of noncontrolling interest shares	(1,474)	(319)	—
Common stock repurchases	(3,170)	(3,084)	(2,994)
Proceeds from issuance of long-term debt	2,235	3,966	2,234
Repayments of long-term debt	(1,609)	(986)	(955)
(Repayments of) proceeds from commercial paper, net	(474)	1,587	(933)
Cash dividends paid	(1,056)	(820)	(651)
Customer funds administered	31	(324)	37
Proceeds from common stock issuances	598	1,078	381
Interest rate swap termination	—	—	132
Other, net	(27)	(627)	259
Cash flows (used for) from financing activities	(4,946)	471	(2,490)
Effect of exchange rate changes on cash and cash equivalents	(86)	—	—
(Decrease) increase in cash and cash equivalents	(1,130)	(1,023)	306
Cash and cash equivalents, beginning of period	8,406	9,429	9,123
Cash and cash equivalents, end of period	$ 7,276	$ 8,406	$ 9,429
Supplemental cash flow disclosures			
Cash paid for interest	$ 724	$ 600	$ 472
Cash paid for income taxes	2,785	2,666	2,739

See Notes to the Consolidated Financial Statements

UnitedHealth Group
Consolidated Statements of Operations

(in millions, except per share data)	For the Years Ended December 31, 2014	2013	2012
Revenues:			
Premiums	$115,302	$109,557	$ 99,728
Services	10,151	8,997	7,437
Products	4,242	3,190	2,773
Investment and other income	779	745	680
Total revenues	130,474	122,489	110,618
Operating costs:			
Medical costs	93,257	89,290	80,226
Operating costs	21,681	19,362	17,306
Cost of products sold	3,784	2,839	2,523
Depreciation and amortization	1,478	1,375	1,309
Total operating costs	120,200	112,866	101,364
Earnings from operations	10,274	9,623	9,254
Interest expense	(618)	(708)	(632)
Earnings before income taxes	9,656	8,915	8,622
Provision for income taxes	(4,037)	(3,242)	(3,096)
Net earnings	5,619	5,673	5,526
Earnings attributable to noncontrolling interests	—	(48)	—
Net earnings attributable to UnitedHealth Group common shareholders	$ 5,619	$ 5,625	$ 5,526
Earnings per share attributable to UnitedHealth Group common shareholders:			
Basic	$ 5.78	$ 5.59	$ 5.38
Diluted	$ 5.70	$ 5.50	$ 5.28
Basic weighted-average number of common shares outstanding	972	1,006	1,027
Dilutive effect of common share equivalents	14	17	19
Diluted weighted-average number of common shares outstanding	986	1,023	1,046
Anti-dilutive shares excluded from the calculation of dilutive effect of common share equivalents	6	8	17
Cash dividends declared per common share	$ 1.4050	$ 1.0525	$ 0.8000

See Notes to the Consolidated Financial Statements

UnitedHealth Group
Consolidated Statements of Comprehensive Income

(in millions)	For the Years Ended December 31, 2014	2013	2012
Net earnings	$5,619	$ 5,673	$5,526
Other comprehensive loss:			
Gross unrealized gains (losses) on investment securities during the period	476	(543)	217
Income tax effect	(173)	196	(78)
Total unrealized gains (losses), net of tax	303	(347)	139
Gross reclassification adjustment for net realized gains included in net earnings	(211)	(181)	(156)
Income tax effect	77	66	57
Total reclassification adjustment, net of tax	(134)	(115)	(99)
Total foreign currency translation losses	(653)	(884)	(63)
Other comprehensive loss	(484)	(1,346)	(23)
Comprehensive income	5,135	4,327	5,503
Comprehensive income attributable to noncontrolling interests	—	(48)	—
Comprehensive income attributable to UnitedHealth Group common shareholders	$5,135	$ 4,279	$5,503

See Notes to the Consolidated Financial Statements

UnitedHealth Group
Consolidated Statements of Changes in Shareholders' Equity

(in millions)	Common Stock Shares	Common Stock Amount	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss): Net Unrealized Gains (Losses) on Investments	Accumulated Other Comprehensive Income (Loss): Foreign Currency Translation Losses	Total Shareholders' Equity
Balance at January 1, 2012	1,039	$10	$ —	$27,821	$ 476	$ (15)	$28,292
Net earnings attributable to UnitedHealth Group common shareholders				5,526			5,526
Other comprehensive income (loss)					40	(63)	(23)
Issuances of common shares, and related tax effects	37	—	704				704
Share-based compensation, and related tax benefits			594				594
Common share repurchases	(57)	—	(1,221)	(1,863)			(3,084)
Acquisition of noncontrolling interests			(11)				(11)
Cash dividends paid on common shares				(820)			(820)
Balance at December 31, 2012	1,019	10	66	30,664	516	(78)	31,178
Net earnings attributable to UnitedHealth Group common shareholders				5,625			5,625
Other comprehensive loss					(462)	(884)	(1,346)
Issuances of common shares, and related tax effects	17	—	431				431
Share - based compensation, and related tax benefits			406				406
Common share repurchases	(48)	—	(984)	(2,186)			(3,170)
Acquisition of noncontrolling interests and related tax effects			81				81
Cash dividends paid on common shares				(1,056)			(1,056)
Balance at December 31, 2013	988	10	—	33,047	54	(962)	32,149
Net earnings attributable to UnitedHealth Group common shareholders				5,619			5,619
Other comprehensive income (loss)					169	(653)	(484)
Issuances of common shares, and related tax effects	15	—	146				146
Share-based compensation, and related tax benefits			394				394
Common share repurchases	(49)	—	(540)	(3,468)			(4,008)
Cash dividends paid on common shares				(1,362)			(1,362)
Balance at December 31, 2014	954	$10	$ —	$33,836	$ 223	$(1,615)	$32,454

See Notes to the Consolidated Financial Statements

UnitedHealth Group
Consolidated Statements of Cash Flows

(in millions)	For the Years Ended December 31, 2014	2013	2012
Operating activities			
Net earnings	$ 5,619	$ 5,673	$ 5,526
Noncash items:			
Depreciation and amortization	1,478	1,375	1,309
Deferred income taxes	(117)	1	308
Share-based compensation	364	331	421
Other, net	(298)	(83)	(231)
Net change in other operating items, net of effects from acquisitions and changes in AARP balances:			
Accounts receivable	(911)	(317)	(130)
Other assets	(590)	(838)	(295)
Medical costs payable	484	509	101
Accounts payable and other liabilities	1,642	459	199
Other policy liabilities	(5)	(221)	(81)
Unearned revenues	385	102	28
Cash flows from operating activities	8,051	6,991	7,155
Investing activities			
Purchases of investments	(9,928)	(12,176)	(9,903)
Sales of investments	7,701	5,706	3,794
Maturities of investments	3,026	4,859	4,810
Cash paid for acquisitions, net of cash assumed	(1,923)	(362)	(6,280)
Purchases of property, equipment and capitalized software	(1,525)	(1,307)	(1,070)
Proceeds from disposal of property, equipment and capitalized software	78	146	—
Other, net	37	45	—
Cash flows used for investing activities	(2,534)	(3,089)	(8,649)
Financing activities			
Acquisition of noncontrolling interest shares	—	(1,474)	(319)
Common stock repurchases	(4,008)	(3,170)	(3,084)
Cash dividends paid	(1,362)	(1,056)	(820)
Proceeds from common stock issuances	462	598	1,078
Repayments of long-term debt	(812)	(1,609)	(986)
(Repayments of) proceeds from commercial paper, net	(794)	(474)	1,587
Proceeds from issuance of long-term debt	1,997	2,235	3,966
Customer funds administered	(638)	31	(324)
Other, net	(138)	(27)	(627)
Cash flows (used for) from financing activities	(5,293)	(4,946)	471
Effect of exchange rate changes on cash and cash equivalents	(5)	(86)	—
Increase (decrease) in cash and cash equivalents	219	(1,130)	(1,023)
Cash and cash equivalents, beginning of period	7,276	8,406	9,429
Cash and cash equivalents, end of period	$ 7,495	$ 7,276	$ 8,406
Supplemental cash flow disclosures			
Cash paid for interest	$ 644	$ 724	$ 600
Cash paid for income taxes	4,024	2,785	2,666

See Notes to the Consolidated Financial Statements

Experience and Support

Our Philosophy

You are our priority. We concentrate on our core service competencies: paying claims efficiently and answering phones. We are committed to providing customers with a professional, courteous staff and stress both performance and quality in all aspects of our service model.

Our administrative experience and expertise, along with our singular focus on the student market, provides us with a keen insight into what our clients need and how best to fulfill those needs. Our aim is to provide a better student insurance experience through personalized care and service.

Account Management

Unlike other student insurance companies, our Account Executive Teams are involved with you both pre- and post-sale. This team consisting of Account Executives and Client Services Analysts are your primary point of contact for all plan activities and issues, and the day-to-day servicing of you plan. Specific responsibilities of the Account Management Team include:

- Liaison with school administrators and Underwriting to finalize plan design, benefits, and rates
- Upon acceptance of the plan, gather insurance related information from school officials and distribute this data to all company departments
- Guide the development of insurance materials and secure approval on those materials from school officials
- Coordinate a START meeting for plan implementation
- Provide regular reporting to school officials
- Assist with customer service, claims, or eligibility issues



Customer Service

Our Customer Service Representatives, located in Plano, Texas, complete a rigorous six-week training course and are expected to handle as many issues as possible at the time of first inquiry by the member or provider. In addition to training in customer service relations and telephone etiquette, our Customer Service Representatives are also cross-trained on claims processing in order to better understand the claim issues that students may have.

As part of our ongoing customer focus, we use a state-of-the-art phone system, Telephony@Work, which provides options for self-service for our members and providers and intelligent menus that increase the speed of customer service.

Our interactive voice response (IVR) system delivers accurate information regarding coverage, claim status, claim history and member demographics. This system is available 24/7. Additionally, Telephony@Work allows us to improve customer service operations through enhanced reporting, intelligent call routing to specialty Customer Service Representatives, overflow routing, improved training, better quality controls and supervisor assistance.

Claims Administration

Our Claims Administration Department, also located in Plano, Texas, also completes a rigorous six-week training course and is expected to handle as many issues as possible at the time of first inquiry by the member or provider.

Claims are administered at UnitedHealthcare StudentResources by a proprietary system designed specifically for the student insurance market. The system automatically adjudicates a percentage of the benefits payable. The system is flexible and is able to accommodate plan structures of varying complexity. UHCSR uses Optum Insight as our claims clearinghouse. Within this process, 33% of claims are auto-adjudicated. Additionally, many claims are manually adjudicated to ensure that claims are paid according to specific policy provisions.

Claim forms are not required; however, claim forms can be utilized should the school and/or insured choose.

Eligibility

The experienced employees in our Eligibility Department use our proprietary systems to provide efficient and accurate eligibility list processing.

- Standardized list formatting lets us leverage the optimal standards for submitting student lists that define your health insurance eligibility. Standardized list formats result in shorter processing time (within 3 days) of student lists, automatic notifications of list status and significantly reduced processing errors.
- Our Emergency Add process allows student eligibility to be added in less than 24 hours, even before the official eligibility list is generated by our college/university clients.
- Innovative approach to enrollment with secure online enrollment with 24 hour verification of coverage.
- Paper Enrollments are also available and are processed within 5 business days.
- Personalized ID Cards are generated within 48 hours of loading of the eligibility into our system. This accommodates our quality checks process prior to ID card availability.
- For direct enrollments, renewal notices are sent 30 days prior to the insured's premium expiration date throughout the policy year.
- A wide range of web-based tools that are tailored to accommodate school specific enrollment issues and processes.



Reporting

Our college/university clients receive the following case reports in accordance with HIPAA rules and regulations around Protected Health Information (PHI).

- Utilization report. This report breaks down the overall claim activity by benefit category, in and out-of-network charges, totals by activity and cause, number of services, total submitted charges, denied charges, deductibles, breakdown of insureds and premium collected, claims by age group and charges paid by month.
- Insured list. An alphabetical listing of insureds is available to the client, in accordance with HIPAA. This report details all students insured, the type of coverage purchased, and the effective and expiration dates of coverage.
- Additional reports. Upon request, reports can be generated to reflect more detailed claims information.

Implementation Activities

One of the many things that sets us apart from the competition is the smooth and thorough way we handle implementing insurance programs for schools. We understand complex student health plans must be implemented correctly in order to be administered correctly. In answer to that, we designed an implementation process referred to as START (Student Transfer of Administrative Responsibilities). START brings all the stakeholders together and provides the solid launch your student insurance program needs to be successful.

One of our Customer Delivery Project Managers will work with your representatives to gather and document every detail of your plan and its administration. Although we prefer to accomplish this with on-site meetings, we can also collect START data through conference calls.

Our START process helps eliminate the problems typically experienced when a school moves to a new carrier/administrator.

Project	Teams	Summary
Information Gathering	Client Service Analyst University Plan Administrator	Confirm effective dates, semester dates (if applicable), insured categories, enrollment methods, and marketing material requirements
Plan Materials	Client Service Analyst UHCSR Compliance UHCSR Underwriting University Plan Administrator	Produce, approve, and publish plan materials (brochure, ID cards, etc.). Identify special instructions for distribution of materials (Orientation, Health Fairs, etc.).
Student Health Center	Client Service Analyst UHCSR Underwriting University Plan Administrator	Confirm Student Health Center payment arrangements (if applicable).
START Meeting	Account Executive Client Service Analyst UHCSR Claims Administration UHCSR Underwriting University Plan Administrators	Meet key staff at UHCSR who will service University's account. Identify previous problems from former carrier to discuss solutions we can provide (customer service, claims, SHC, etc.) Discuss significant changes over last year's policy. Ensure all benefits will be paid as the University expects. Identify any special customer service requirements (special prompts, instructions regarding SHC, etc.). Discuss details regarding student and administrator web tools.
Training	UHCSR Claims Administration	Customer Service, Claims, and Eligibility departments meet to discuss all documented information to provide optimal service to your students.

"Getting to meet and interact with the people I will turn to for help administering our school's plan was an invaluable part of the START meeting. I also feel like I now have a better understanding of the tools and technology that are available to our students. I am confident that we made the right decision and am looking forward to our relationship with UHCSR."

Edythe C., American University

Servicing You: Web

Online Tools for Schools

UnitedHealthcare **Student**Resources' ***Partner Center*** is a suite of online tools designed for you. It helps you manage your student insurance program, saving time, increasing accuracy, and improving your productivity, so you can focus on your other responsibilities.

With a single login, you can manage your student insurance program processes easily with:

- Waiver Management including:
  - Early Enrollment: Student information is transmitted to our system immediately, and ID Cards are made available up to 30 days prior to the policy start date; and,
  - Coverage Election: The school administrator first approves a student's request for coverage. ID Cards are made available once the eligibility list is approved and submitted
- Student Health Center Referrals
- Student Health Center Ledger Billing
- Student Insurance Management

Waiver Management

Waiver Management in ***Partner Center*** is solely online, in real time. From students completing waiver election or online enrollment (StudentCenter.uhcsr.com) to the seamless and secure submission of your final eligibility list, Waiver Management lets you easily manage all of your waiver processes including:

- Student list upload and ongoing maintenance
- Tailored online waiver election and enrollment forms
- Email function lets you send waiver election and/or enrollment communications to students using preloaded templates
- Automatic approval/denial of waiver requests based on your comparable coverage requirements (optional)
- Automatic notification to students, both onscreen and via email, of the waiver decision and/or their enrollment/election status
- Eligibility list creation by converting eligible students and applying coverage at the end of the waiver period
- Robust reporting capability for all waiver data in Partner Center

We have been partners with UnitedHealthcare StudentResources going on our seventh year and look forward to working with them well into the future.

We have been using the online services for the last three years, it has cut the time we've spent running reports and various administration duties by 40%.

–Patricia O., Wentworth Institute of Technology

Student Health Center Referral

If your policy calls for referrals of students to off-campus providers, our Student Health Center Referral application eliminates the need for the completion and faxing of hard copy referral forms.

Your Student Health Center staff simply enters the referral information online. The referral data is sent directly to **Student**Resources where it's matched to the student in our claims system. Once the preferred provider claim arrives, your referral is already on file. This reduces improperly denied claims or errors in claims payments.

Use Student Health Center Referral to:

- Enter your student referrals quickly and easily
- View all referrals by date range
- Export all your referrals to Excel for easy offline reference

Claims Management

Partner Center's Claims Management tools are used by Student Health Center staff to submit Ledger Billing Claims and Student Health Center Referral information directly to UnitedHealthcare StudentResources.

Ledger Billing Claims Submission

More efficient submission of your ledger billing claims means reduced reimbursement wait times, with an average turnaround time of seven days. You can submit your ledger billing claims online, directly to **Student**Resources.

This intuitive application allows you to:

- Enter a single claim or upload multiple claims from your Practice Management System
- Search for and retrieve previously entered claims to verify submission dates
- Verify student eligibility
- Place claims on hold pending eligibility.
- Generate reports of held or submitted claim information

We work with several popular Practice Management Systems to facilitate the development of standard ledger billing reports that can be uploaded to Claims Management. Current partners are:

- Practice Management Systems
- AdvancedMD
- Hershey Systems
- Medicat Practice Management System
- PyraMED by Media Highway
- Point n Click
- Pro Pharm



Insurance Management

We know students often turn to you for help with their insurance accounts. ***Partner Center's*** Insurance Management allows qualified school representatives (as defined by HIPAA) to access student insurance account information quickly and easily to help students with:

- Claims status inquiries (EOBs also available online)
- ID card printing
- Locating preferred providers
- Value-added benefits such as Nurseline, UnitedHealth Allies, and UnitedHealthcare Global (global emergency medical services)
- Prescription plan information

Online Tools for Students

www.uhcsr.com

Plan Information

Students can visit our website at www.uhcsr.com to get instant access to our tools and resources. It's easy for students to navigate and offers them the following:

- Easy online enrollment for voluntary student health insurance and optional coverages (i.e., dental, vision, etc.)
- Customized URLs (i.e., www.uhcsr.com/purdue) leading students to your school's insurance page
- Online account access to benefit information, claims status, ID card, and more through ***My Account***
- Online access to personal representative appointment and claim forms

My Account

As part of our *Go Green* initiative, we provide students with the information they want, where they want it… at their fingertips. Once they create their secure ***My Account*** login, they have online access to things like Claims Letters and Explanations of Benefits (EOBs). Your students can also update their personal information, assign a Personal Representative, look up a network provider, and even download an electronic version of their ID card. That means no matter where your students go, if they have their mobile device with them, they have their ID card in hand as well. No more worries about a lost ID card and waiting for a replacement.

Another advantage your students will appreciate with ***My Account*** is receiving sensitive information securely in their online *Message Center*. This helps avoid the danger of that information getting into the wrong hands if it's mailed to an old address.

Mobile App

While the main website is accessible to mobile devices, students with smartphones will enjoy our streamlined mobile app available through Google Play or ITunes. From this app, students can display their ID card, locate a provider or pharmacy, and even check a claim status.



Insurance Glossary (Available in Arabic, Chinese, English, French, Korean, and Spanish)

UnitedHealthcare **Student**Resources offers students an online insurance glossary under *Health Insurance 101*. This section helps students define and clarify the often confusing world of health insurance.

Our insurance glossary is organized alphabetically by insurance terms for a quick reference guide to understand the language commonly used. This insurance glossary is available in other languages: Arabic, Chinese, English, French, Korean, and Spanish.

Servicing You: Marketing

In-house Services

Our Marketing department can provide professionally designed promotional pieces to help you educate your students about the many benefits of their Student Injury and Sickness Insurance Plan.

With the growing demand by students for their school to go green, Marketing creates excellent digital materials for posting to a website or emailing to students.

Among the services offered by Marketing are:

- Flyers, posters, brochures, postcards, stuffers, and promotional items
- Collateral materials for all ancillary products and services
- PDFs, PowerPoint presentations, and HTML email for digital delivery to students
- In-house professional graphic design



Costs

Tab 1. Cost Sheet
Tab 2. Domestic Medical Plan
Tab 3. Domestic Athletic Plan
Tab 4. International Medical Plan
Tab 5. International Athletic Plan

UNIVERSITY OF IDAHO

PRICING PROPOSAL COST SHEETS

PLAN YEAR 2016-17

PLEASE QUOTE IN DOLLARS WITH NO CENTS IF POSSIBLE

ALL STUDENTS (DOMESTIC AND INTERNATIONAL)

COVERAGE	ANNUAL PREMIUM PLAN YEAR 2016-17*	MAXIMUM INCREASE FOR PLAN YEAR 2017-18**	MAXIMUM INCREASE FOR PLAN YEAR 2018-19**
Student	$1,548		

* Annualized Premium is used for Comparative Purposes - students are enrolled and charged by semester
** Express Maximum Increase as a Percentage of Previous Year's Carrier Premium

Note the following:	
List any underwriting requirements:	a) Rate and Terms are pending required certification of Third Party Administrator b) No changes in benefits, eligibility or enrollment process unless noted below c) Assumes a duplication of the 2015-16 policy year benefits, except as noted below d) Includes all benefits as mandated by the state of Idaho e) Above rates do not include any administrative fees payable to the University/College f) Services and procedures provided at the SHC are based on those in effect for the 2015 - 2016 policy year. Any removal or addition of services and procedures require Underwriting review and approval prior to finalization of terms. g) Above rates are NET of Broker commission
List any Value Added Services (no additonal fees)	a) Global Emergency Services b) Nurseline c) d)

Name of Administrator, MGU, Broker or Consultant Offering Bid if Not the Fully-Insured Carrier	**AmeriBen Solutions**
Services provided by entities above	
Fees Being Paid to Above Administrator, MGU, Broker or Consultant Offering Bid if Not the Fully-Insured Carrier	5% built into Rate for Claims Adminsitration to Ameriben

VENDORS	NAME OF COMPANY
Claims Administration	AmeriBen Solutions
Prescription Benefit Management	Megellan RX Management
Utilization Management	TBA
Assistance Services	Repatriation / Medical Evacuation by UnitedHealthcare Global
PPO Network(s)	Regional PPO: First Choice
Other: Name all Other Vendors	National PPO: PHCS

Signature of Offeror

William J. Truxal
Printed Name of Offeror

1/27/2016
Date of Signature

UNIVERSITY OF IDAHO

PRICING PROPOSAL COST SHEETS

RETENTION ILLUSTRATION

PLAN YEAR 2016-17

	FIRST YEAR	SECOND YEAR	THIRD YEAR
Medical and Rx Claims			
Expected Paid Claims	$1,183.31		
IBNR Reserve			
Market Trend Factor (medical inflation)	110.1%		
Market Trend Factor (rx inflation)	112.5%		
Campus Trend Factor (actual experience)	NA - no discernable consistency		
Other: (please explain)			
Other: (please explain)			
Retention:			
PPACA Fees & Additional Premium Tax	$27.02		
PPO Network Access Fees	NA		
Estimated Wrap-around Network Fees	NA		
Utilization Review Company Fees	NA		
Pooling Charge	NA		
Profit	$71.53		
Overhead			
Other (*Underwriting, State Fees and Taxes; Actuary, Accounting, and Ancillary Services	$166.00		
Administration or Broker Company (Other) Retention*			
Commissions or Administration Fees			
TPA Fees and UHCSR oversight	$100.14		
TOTAL Retention:	$364.69		
Estimated Total Premium:	**$1,548.00**		

Note the following:	
If other factors are used in your underwriting process, please explain	
Rate and Terms are contingent upon required certification of Third Party Administrator	

* Confirm agent, broker, or consultant compensation as a percentage of premium below and translate this rate to dollars for purposes of this illustration. Please name any companies that will receive

compenstation for this contract. This RFP requests a direct contract with carriers, which means no broker compensation.

Commission Retention Percentage	0	%

Note

The school pays for capitation at the Student Health Center and printed materials such as brochures and marketing

flyers to students/insureds. The school also pays outside Waiver Audit services as per the RFP.

PART IV
SCHEDULE OF BENEFITS
MEDICAL EXPENSE BENEFITS
UNIVERSITY OF IDAHO - STUDENT PLAN
2016-353-1
INJURY AND SICKNESS BENEFITS
METALLIC LEVEL: SILVER

Maximum Benefit	**No Overall Maximum Dollar Limit (Per Insured Person, Per Policy Year)**
Deductible Preferred Providers	**$750 (Per Insured Person, Per Policy Year)**
Deductible Out-of-Network	**$1,500 (Per Insured Person, Per Policy Year)**
Coinsurance Preferred Providers	**70% except as noted below**
Coinsurance Out-of-Network	**50% except as noted below**
Out-of-Pocket Maximum Preferred Providers	**$6,350 (Per Insured Person, Per Policy Year)**
Out-of-Pocket Maximum Out-of-Network	**$20,000 (Per Insured Person, Per Policy Year)**

The Preferred Providers for this plan are First Choice in the states of Idaho, Washington and Montana and PHCS outside of those states.

If care is received from a Preferred Provider any Covered Medical Expenses will be paid at the Preferred Provider level of benefits. If the Covered Medical Expense is incurred for Emergency Services when due to a Medical Emergency, benefits will be paid at the Preferred Provider level of benefits. Covered Medical Expense incurred at a Preferred Provider facility by an Out-of-Network Provider will be paid at the Preferred Provider level of benefits. In all other situations, reduced or lower benefits will be provided when an Out-of-Network provider is used.

Out-of-Pocket Maximum: After the Out-of-Pocket Maximum has been satisfied, Covered Medical Expenses will be paid at 100% for the remainder of the Policy Year subject to any benefit maximums or limits that may apply. Any applicable Copays or Deductibles will be applied to the Out-of-Pocket Maximum. Services that are not Covered Medical Expenses and the amount benefits are reduced for failing to comply with policy provisions or requirements do not count toward meeting the Out-of-Pocket Maximum.

Note: No benefits will be provided for treatment of non-cystic acne.

Copays and Per Service Deductibles: All Copays and per service Deductibles specified in the Schedule of Benefits are in addition to the Policy Deductible, except as specifically noted.

The benefits payable are as defined in and subject to all provisions of this policy and any endorsements thereto. Benefits are calculated on a Policy Year basis unless otherwise specifically stated. When benefit limits apply, benefits will be paid up to the maximum benefit for each service as scheduled below. All benefit maximums are combined Preferred Provider and Out-of-Network unless otherwise specifically stated.

Inpatient	Preferred Provider	Out-of-Network Provider
Room & Board Expense:	Preferred Allowance	Usual and Customary Charges
	$150 Copay per Hospital Confinement	$150 Deductible per Hospital Confinement
Intensive Care:	Preferred Allowance	Usual and Customary Charges
	$150 Copay per Hospital Confinement	$150 Deductible per Hospital Confinement
Hospital Miscellaneous Expenses:	Preferred Allowance	Usual and Customary Charges
Routine Newborn Care:	Paid as any other Sickness	Paid as any other Sickness

Inpatient	Preferred Provider	Out-of-Network Provider
Surgery:	Preferred Allowance	Usual and Customary Charges
If two or more procedures are performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed 50% of the second procedure and 50% of all subsequent procedures.)		
Assistant Surgeon Fees:	Preferred Allowance	Usual and Customary Charges
Anesthetist Services:	Preferred Allowance	Usual and Customary Charges
Registered Nurse's Services:	Preferred Allowance	Usual and Customary Charges
Physician's Visits:	Preferred Allowance	Usual and Customary Charges
Pre-admission Testing:	Preferred Allowance	Usual and Customary Charges
(Pre-admission testing must occur within 7 days prior to admission.)		

Outpatient	Preferred Provider	Out-of-Network Provider
Surgery:	Preferred Allowance	Usual and Customary Charges
(If two or more procedures are performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed 50% of the second procedure and 50% of all subsequent procedures.)		
Day Surgery Miscellaneous:	Preferred Allowance	Usual and Customary Charges
	$150 Copay per date of service	$150 Deductible per date of service
(Day Surgery Miscellaneous charges are based on the Outpatient Surgical Facility Charge Index.)		
Assistant Surgeon Fees:	Preferred Allowance	Usual and Customary Charges
Anesthetist Services:	Preferred Allowance	Usual and Customary Charges
Physician's Visits:	Preferred Allowance	Usual and Customary Charges
(Includes coverage for travel immunizations.)		
Physiotherapy:	Preferred Allowance	Usual and Customary Charges
(Review of Medical Necessity will be performed after 12 visits per Injury or Sickness.) (Benefits are payable for Acupuncture under this benefit.)		
Medical Emergency Expenses:	70% of Preferred Allowance	70% of Usual and Customary Charges
	$150 Copay per visit	$150 Deductible per visit
(Treatment must be rendered within 72 hours from the time of Injury or first onset of Sickness.) (The Copay/per visit Deductible will be waived if admitted to the Hospital.) (The Copay/per visit Deductible is in lieu of Policy Deductible.)		
Diagnostic X-ray Services:	Preferred Allowance	Usual and Customary Charges
Radiation Therapy:	Preferred Allowance	Usual and Customary Charges
Laboratory Procedures:	Preferred Allowance	Usual and Customary Charges
Tests & Procedures:	Preferred Allowance	Usual and Customary Charges
Injections:	Preferred Allowance	Usual and Customary Charges
Chemotherapy:	Preferred Allowance	Usual and Customary Charges
Prescription Drugs:	Magellan Rx Management	Usual and Customary Charges
(Oral vaccines for typhoid are covered.)	$20 Copay per prescription for generic drugs $50 Copay per prescription for formulary drugs $100 Copay per prescription for non-formulary drugs up to a 30 day supply per prescription *(Mail order is available through Magellan RX Management for up to a 90 day supply at 3 times the 31 day supply retail Copay.)* If a retail Magellan RX Management pharmacy agrees to the same rates, terms and requirements associated with dispensing a 90 day supply, then up to a consecutive 90 day supply of a Prescription Drug at 3 times the copay that applies to a 31 day supply per prescription.	

Other	Preferred Provider	Out-of-Network Provider
Ambulance Services:	Preferred Allowance	70% of Usual and Customary Charges
Durable Medical Equipment:	Preferred Allowance	Usual and Customary Charges
(Benefits include prosthetic devices.)		
Consultant Physician Fees:	Preferred Allowance	Usual and Customary Charges
Dental Treatment:	Preferred Allowance	70% of Usual and Customary Charges
(Benefits paid on Injury to Sound, Natural Teeth only.)		
Mental Illness Treatment:	Paid as any other Sickness	Paid as any other Sickness
Substance Use Disorder Treatment:	Paid as any other Sickness	Paid as any other Sickness
Maternity:	Paid as any other Sickness	Paid as any other Sickness
Complications of Pregnancy:	Paid as any other Sickness	Paid as any other Sickness
Preventive Care Services:	100% of Preferred Allowance	Usual and Customary Charges
(No Deductible, Copays or Coinsurance will be applied when the services are received from a Preferred Provider.)		
Reconstructive Breast Surgery Following Mastectomy:	Paid as any other Sickness	Paid as any other Sickness
(See Benefits for Reconstructive Breast Surgery Following Mastectomy)		
Diabetes Services:	Paid as any other Sickness	Paid as any other Sickness
High Cost Procedures:	Preferred Allowance $200 Copay per procedure	Usual and Customary Charges $200 Deductible per procedure
Home Health Care:	Preferred Allowance	Usual and Customary Charges
Hospice Care:	Preferred Allowance	Usual and Customary Charges
Inpatient Rehabilitation Facility:	Preferred Allowance	Usual and Customary Charges
Skilled Nursing Facility:	Preferred Allowance	Usual and Customary Charges
Urgent Care Center:	Preferred Allowance	Usual and Customary Charges
Hospital Outpatient Facility or Clinic:	Preferred Allowance	Usual and Customary Charges
Approved Clinical Trials:	Paid as any other Sickness	Paid as any other Sickness
Transplantation Services:	Paid as any other Sickness	Paid as any other Sickness
Pediatric Dental and Vision Services:	See endorsements attached for Pediatric Dental and Vision Services benefits	
Sleep Disorders:	Paid as any other Sickness	Paid as any other Sickness
(Testing, treatment and Durable Medical Equipment are covered.)		
Repatriation:	Benefits provided by UnitedHealthcare Global	Benefits provided by UnitedHealthcare Global
Medical Evacuation:	Benefits provided by UnitedHealthcare Global	Benefits provided by UnitedHealthcare Global

SHC Referral Required: Yes ( ) No (X) **Continuation Permitted:** Yes ( ) No (X)

( ) Extension of Benefits

Pre Admission Notification: Yes ( ) No (X)

Other Insurance: (X) *Coordination of Benefits ( ) Primary Insurance

*If benefit is designated, see endorsement attached.

PART IV
SCHEDULE OF BENEFITS
MEDICAL EXPENSE BENEFITS
UNIVERSITY OF IDAHO – INTERNATIONAL STUDENTS
2016-353-4
INJURY AND SICKNESS BENEFITS
METALLIC LEVEL: SILVER

Maximum Benefit	**No Overall Maximum Dollar Limit (Per Insured Person, Per Policy Year)**
Deductible Preferred Providers	**$500 (Per Insured Person, Per Policy Year)**
Deductible Out-of-Network	**$1,000 (Per Insured Person, Per Policy Year)**
Coinsurance Preferred Providers	**75% except as noted below**
Coinsurance Out-of-Network	**50% except as noted below**
Out-of-Pocket Maximum Preferred Providers	**$6,350 (Per Insured Person, Per Policy Year)**
Out-of-Pocket Maximum Out-of-Network	**$20,000 (Per Insured Person, Per Policy Year)**

The Preferred Providers for this plan are First Choice in the states of Idaho, Washington and Montana and PHCS outside of those states.

If care is received from a Preferred Provider any Covered Medical Expenses will be paid at the Preferred Provider level of benefits. If the Covered Medical Expense is incurred for Emergency Services when due to a Medical Emergency, benefits will be paid at the Preferred Provider level of benefits. Covered Medical Expense incurred at a Preferred Provider facility by an Out-of-Network Provider will be paid at the Preferred Provider level of benefits. In all other situations, reduced or lower benefits will be provided when an Out-of-Network provider is used.

Out-of-Pocket Maximum: After the Out-of-Pocket Maximum has been satisfied, Covered Medical Expenses will be paid at 100% for the remainder of the Policy Year subject to any benefit maximums or limits that may apply. Any applicable Copays or Deductibles will be applied to the Out-of-Pocket Maximum. Services that are not Covered Medical Expenses and the amount benefits are reduced failing to comply with policy provisions or requirements do not count toward meeting the Out-of-Pocket Maximum.

Note: No benefits will be provided for treatment of non-cystic acne.

Copays and Per Service Deductibles: All Copays and per service Deductibles specified in the Schedule of Benefits are in addition to the Policy Deductible, except as specifically noted.

The benefits payable are as defined in and subject to all provisions of this policy and any endorsements thereto. Benefits are calculated on a Policy Year basis unless otherwise specifically stated. When benefit limits apply, benefits will be paid up to the maximum benefit for each service as scheduled below. All benefit maximums are combined Preferred Provider and Out-of-Network unless otherwise specifically stated.

Inpatient	Preferred Provider	Out-of-Network Provider
Room & Board Expense:	Preferred Allowance	Usual and Customary Charges
	$150 Copay per Hospital Confinement	$150 Deductible per Hospital Confinement
Intensive Care:	Preferred Allowance	Usual and Customary Charges
	$150 Copay per Hospital Confinement	$150 Deductible per Hospital Confinement
Hospital Miscellaneous Expenses:	Preferred Allowance	Usual and Customary Charges
Routine Newborn Care:	Paid as any other Sickness	Paid as any other Sickness

Inpatient	Preferred Provider	Out-of-Network Provider
Surgery:	Preferred Allowance	Usual and Customary Charges
(If two or more procedures are performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed 50% of the second procedure and 50% of all subsequent procedures.)		
Assistant Surgeon Fees:	Preferred Allowance	Usual and Customary Charges
Anesthetist Services:	Preferred Allowance	Usual and Customary Charges
Registered Nurse's Services:	Preferred Allowance	Usual and Customary Charges
Physician's Visits:	Preferred Allowance	Usual and Customary Charges
Pre-admission Testing:	Preferred Allowance	Usual and Customary Charges
(Pre-admission testing must occur within 7 days prior to admission.)		

Outpatient	Preferred Provider	Out-of-Network Provider
Surgery:	Preferred Allowance	Usual and Customary Charges
(If two or more procedures are performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed 50% of the second procedure and 50% of all subsequent procedures.)		
Day Surgery Miscellaneous:	Preferred Allowance	Usual and Customary Charges
	$150 Copay per date of service	$150 Deductible per date of service
(Day Surgery Miscellaneous charges are based on the Outpatient Surgical Facility Charge Index.)		
Assistant Surgeon Fees:	Preferred Allowance	Usual and Customary Charges
Anesthetist Services:	Preferred Allowance	Usual and Customary Charges
Physician's Visits:	Preferred Allowance	Usual and Customary Charges
(Includes coverage for travel immunizations.)		
Physiotherapy:	Preferred Allowance	Usual and Customary Charges
(Review of Medical Necessity will be performed after 12 visits per Injury or Sickness.) (Benefits are payable for Acupuncture under this benefit.)		
Medical Emergency Expenses:	75% of Preferred Allowance	75% of Usual and Customary Charges
	$150 Copay per visit	$150 Deductible per visit
(Treatment must be rendered within 72 hours from the time of Injury or first onset of Sickness.) (The Copay/per visit Deductible will be waived if admitted to the Hospital.) (The Copay/per visit Deductible is in lieu of Policy Deductible.)		
Diagnostic X-ray Services:	Preferred Allowance	Usual and Customary Charges
Radiation Therapy:	Preferred Allowance	Usual and Customary Charges
Laboratory Procedures:	Preferred Allowance	Usual and Customary Charges
Tests & Procedures:	Preferred Allowance	Usual and Customary Charges
Injections:	Preferred Allowance	Usual and Customary Charges
Chemotherapy:	Preferred Allowance	Usual and Customary Charges
Prescription Drugs:	Magellan Rx Management	Usual and Customary Charges
(Oral vaccines for typhoid are covered.)	$30 Copay per prescription for generic drugs $60 Copay per prescription for formulary drugs $100 Copay per prescription for non-formulary drugs up to a 30 day supply per prescription *(Mail order is available through Magellan RX Management for up to a 90 day supply at 3 times the 31 day supply retail Copay.)* If a retail Magellan RX Management pharmacy agrees to the same rates, terms and requirements associated with dispensing a 90 day supply, then up to a consecutive 90 day supply of a Prescription Drug at 3 times the copay that applies to a 31 day supply per prescription.	

Other	Preferred Provider	Out-of-Network Provider
Ambulance Services:	Preferred Allowance	75% of Usual and Customary Charges
Durable Medical Equipment:	Preferred Allowance	Usual and Customary Charges
(Benefits include prosthetic devices.)		
Consultant Physician Fees:	Preferred Allowance	Usual and Customary Charges
Dental Treatment:	75% of Preferred Allowance	75% of Usual and Customary Charges
(Benefits paid on Injury to Sound, Natural Teeth only.)		
Mental Illness Treatment:	Paid as any other Sickness	Paid as any other Sickness
Substance Use Disorder Treatment:	Paid as any other Sickness	Paid as any other Sickness
Maternity:	Paid as any other Sickness	Paid as any other Sickness
Complications of Pregnancy:	Paid as any other Sickness	Paid as any other Sickness
Preventive Care Services:	100% of Preferred Allowance	Usual and Customary Charges
(No Deductible, Copays or Coinsurance will be applied when the services are received from a Preferred Provider.)		
Reconstructive Breast Surgery Following Mastectomy:	Paid as any other Sickness	Paid as any other Sickness
(See Benefits for Reconstructive Breast Surgery Following Mastectomy)		
Diabetes Services:	Paid as any other Sickness	Paid as any other Sickness
High Cost Procedures:	Preferred Allowance $200 Copay per procedure	Usual and Customary Charges $200 Deductible per procedure
Home Health Care:	Preferred Allowance	Usual and Customary Charges
Hospice Care:	Preferred Allowance	Usual and Customary Charges
Inpatient Rehabilitation Facility:	Preferred Allowance	Usual and Customary Charges
Skilled Nursing Facility:	Preferred Allowance	Usual and Customary Charges
Urgent Care Center:	Preferred Allowance	Usual and Customary Charges
Hospital Outpatient Facility or Clinic:	Preferred Allowance	Usual and Customary Charges
Approved Clinical Trials:	Paid as any other Sickness	Paid as any other Sickness
Transplantation Services:	Paid as any other Sickness	Paid as any other Sickness
Pediatric Dental and Vision Services:	See endorsements attached for Pediatric Dental and Vision Services benefits	See endorsements attached for Pediatric Dental and Vision Services benefits
Sleep Disorders:	Paid as any other Sickness	Paid as any other Sickness
(Testing, treatment and Durable Medical Equipment are covered.)		
Repatriation:	Benefits provided by UnitedHealthcare Global	Benefits provided by UnitedHealthcare Global
Medical Evacuation:	Benefits provided by UnitedHealthcare Global	Benefits provided by UnitedHealthcare Global

SHC Referral Required: Yes ( ) No (X) **Continuation Permitted:** Yes ( ) No (X)

( ) 52 Week Benefit Period or ( ) Extension of Benefits

Pre Admission Notification: Yes ( ) No (X)

Other Insurance: (X) *Coordination of Benefits ( ) Primary Insurance

*If benefit is designated, see endorsement attached.

PART IV
SCHEDULE OF BENEFITS
MEDICAL EXPENSE BENEFITS
UNIVERSITY OF IDAHO - INTERCOLLEGIATE SPORTS PLAN
2016-353-8
INJURY ONLY BENEFITS

Maximum Benefit	**$90,000 (For Each Injury)**
Deductible Preferred Providers	**$750 (Per Insured Person, Per Policy Year)**
Deductible Out-of-Network	**$1,500 (Per Insured Person, Per Policy Year)**
Coinsurance Preferred Providers	**70% except as noted below**
Coinsurance Out-of-Network	**50% except as noted below**

This policy provides benefits for Injury sustained by an Insured Person while: 1) actually engaged, as an official representative of the Policyholder, in the play or practice of an intercollegiate sport under the direct supervision of a regularly employed coach or trainer of the Policyholder; or 2) actually being transported as a member of a group under the direct supervision of a duly delegated representative of the Policyholder for the purpose of participating in the play or practice of a scheduled intercollegiate sport.

The Preferred Providers for this plan are First Choice in the states of Idaho, Washington, and Montana and PHCS outside of those states.

If care is received from a Preferred Provider any Covered Medical Expenses will be paid at the Preferred Provider level of benefits. If the Covered Medical Expense is incurred due to a Medical Emergency, benefits will be paid at the Preferred Provider level of benefits. Covered Medical Expenses incurred at a Preferred Provider facility by an Out-of-Network Provider will be paid at the Preferred Provider level of benefits. In all other situations, reduced or lower benefits will be provided when an Out-of-Network provider is used.

Following satisfaction of the Policy Deductible benefits will be paid for Covered Medical Expenses at 70% of Preferred Allowance for services rendered by PHCS providers. Following satisfaction of the Deductible, benefits for Covered Medical Expenses will be paid at 50% of Usual & Customary Charges for services rendered by an Out-of-Network provider. After Covered Medical Expenses reach $20,000 including the Deductible, additional benefits will be paid for Covered Medical Expenses at 100% for the remainder of the Policy Year or up to the $90,000 Maximum Benefit, whichever occurs first.

Per service copays/Deductibles are in addition to the Policy Deductible, unless specified otherwise.

The benefits payable are as defined in and subject to all provisions of this policy and any endorsements thereto. Benefits will be paid up to the Maximum Benefit for each service as scheduled below. All benefit maximums are combined Preferred Providers and Out-of-Network, unless otherwise noted below.

Inpatient	**Preferred Provider**	**Out-of-Network Provider**
Room & Board:	Preferred Allowance	Usual and Customary Charges
	$150 copay per Hospital Confinement	$150 Deductible per Hospital Confinement
Intensive Care:	Preferred Allowance	Usual and Customary Charges
	$150 copay per Hospital Confinement	$150 Deductible per Hospital Confinement
Hospital Miscellaneous:	Preferred Allowance	Usual and Customary Charges
Physiotherapy:	Preferred Allowance	Usual and Customary Charges
(Benefits are payable for Acupuncture under this benefit.)		
Surgery:	Preferred Allowance	Usual and Customary Charges
	$150 copay per visit	$150 Deductible per visit
(Specified Surgery based on data provided by FAIR Health, Inc.)		
Assistant Surgeon:	Preferred Allowance	Usual and Customary Charges
Anesthetist:	Preferred Allowance	Usual and Customary Charges
Registered Nurse's Services:	Preferred Allowance	Usual and Customary Charges
Physician's Visits:	Preferred Allowance	Usual and Customary Charges
Pre-admission Testing:	Preferred Allowance	Usual and Customary Charges

SCHEDULE OF BENEFITS *(Continued)*
MEDICAL EXPENSE BENEFITS
UNIVERSITY OF IDAHO - INTERCOLLEGIATE SPORTS PLAN
2016-353-8
INJURY ONLY BENEFITS

Outpatient	Preferred Provider	Out-of-Network Provider
Surgery:	Preferred Allowance $150 copay per visit	Usual and Customary Charges $150 Deductible per visit
(Specified Surgery based on data provided by FAIR Health, Inc. Surgery performed in a Physician's office will be paid under the Physician's Visits Benefit.)		
Day Surgery Miscellaneous:	Preferred Allowance	Usual and Customary Charges
(Day Surgery Miscellaneous charges are based on the Outpatient Surgical Facility Charge Index.)		
Assistant Surgeon:	Preferred Allowance	Usual and Customary Charges
Anesthetist:	Preferred Allowance	Usual and Customary Charges
Physician's Visits:	Preferred Allowance	Usual and Customary Charges
(Includes Physician's office visit charge and all in-office ancillary services. The Medical Expense Benefits limitation that benefits do not apply when related to surgery will be waived for in-office surgical procedures.)		
Physiotherapy:	Preferred Allowance	Usual and Customary Charges
(Benefits are payable for Acupuncture under this benefit.) (Review of Medical Necessity will be performed after 12 visits per Injury.)		
Medical Emergency:	Preferred Allowance $150 copay per visit	70% of Usual and Customary Charges $150 Deductible per visit
($150 copay/Deductible is in lieu of Policy Deductible, waived if admitted.)		
X-rays:	Preferred Allowance	Usual and Customary Charges
Laboratory:	Preferred Allowance	Usual and Customary Charges
Tests & Procedures:	Preferred Allowance	Usual and Customary Charges
Injections:	Preferred Allowance	Usual and Customary Charges
Prescription Drugs:	Magellan Rx $20 Copay per prescription for generic drugs $50 Copay per prescription for formulary drugs $100 Copay per prescription for non-formulary drugs up to a 30 day supply per prescription *(Mail order is available through Magellan RX Management at 3 times the Copay for a 90 day supply.)*	Usual and Customary Charges

SCHEDULE OF BENEFITS *(Continued)*
MEDICAL EXPENSE BENEFITS
UNIVERSITY OF IDAHO - INTERCOLLEGIATE SPORTS PLAN
2016-353-8
INJURY ONLY BENEFITS

Other	Preferred Provider	Out-of-Network Provider
Ambulance:	No Benefits	70% of Usual and Customary Charges
Durable Medical Equipment: *(Benefits include prosthetic devices.)*	50% of Usual and Customary Charges	50% of Usual and Customary Charges
Consultant:	Preferred Allowance	Usual and Customary Charges
Dental: *(Injury to Sound, Natural Teeth only.)*	No Benefits	70% of Usual and Customary Charges $250 maximum per tooth
Home Health Care:	Preferred Allowance	Usual and Customary Charges

MAJOR MEDICAL
Maximum Benefit **No Benefits**

CATASTROPHIC MEDICAL
Maximum Benefit **No Benefits**

SHC Referral Required: Yes ( ) No (X) **Conversion Permitted:** Yes ( ) No (X)

(X) 52 Week Benefit Period or ( ) Extension of Benefits

Pre Admission Notification: Yes ( ) No (X)

Other Insurance: (X) *Coordination of Benefits ( ) Primary Insurance

*If benefit is designated, see endorsement attached.

PART IV
SCHEDULE OF BENEFITS
MEDICAL EXPENSE BENEFITS
UNIVERSITY OF IDAHO - INTERCOLLEGIATE SPORTS PLAN
2016-353-84
INJURY ONLY BENEFITS

Maximum Benefit	**$90,000 (For Each Injury)**
Deductible Preferred Providers	**$500 (Per Insured Person, Per Policy Year)**
Deductible Out-of-Network	**$1,000 (Per Insured Person, Per Policy Year)**
Coinsurance Preferred Providers	**70% except as noted below**
Coinsurance Out-of-Network	**50% except as noted below**

This policy provides benefits for Injury sustained by an Insured Person while: 1) actually engaged, as an official representative of the Policyholder, in the play or practice of an intercollegiate sport under the direct supervision of a regularly employed coach or trainer of the Policyholder; or 2) actually being transported as a member of a group under the direct supervision of a duly delegated representative of the Policyholder for the purpose of participating in the play or practice of a scheduled intercollegiate sport.

The Preferred Providers for this plan are First Choice in the states of Idaho, Washington, and Montana and PHCS outside of those states.

If care is received from a Preferred Provider any Covered Medical Expenses will be paid at the Preferred Provider level of benefits. If the Covered Medical Expense is incurred due to a Medical Emergency, benefits will be paid at the Preferred Provider level of benefits. Covered Medical Expenses incurred at a Preferred Provider facility by an Out-of-Network Provider will be paid at the Preferred Provider level of benefits. In all other situations, reduced or lower benefits will be provided when an Out-of-Network provider is used.

Following satisfaction of the Policy Deductible benefits will be paid for Covered Medical Expenses at 70% of Preferred Allowance for services rendered by PHCS providers. Following satisfaction of the Deductible, benefits for Covered Medical Expenses will be id at 50% of Usual & Customary Charges for services rendered by an Out-of-Network provider. After Covered Medical Expenses reach $20,000 including the Deductible, additional benefits will be paid for Covered Medical Expenses at 100% for the remainder of the Policy Year or up to the $90,000 Maximum Benefit, whichever occurs first.

Per service copays/Deductibles are in addition to the Policy Deductible, unless specified otherwise.

The benefits payable are as defined in and subject to all provisions of this policy and any endorsements thereto. Benefits will be paid up to the Maximum Benefit for each service as scheduled below. All benefit maximums are combined Preferred Providers and Out-of-Network, unless otherwise noted below.

Inpatient	Preferred Provider	Out-of-Network Provider
Room & Board:	Preferred Allowance	Usual and Customary Charges
	$150 copay per Hospital Confinement	$150 Deductible per Hospital Confinement
Intensive Care:	Preferred Allowance	Usual and Customary Charges
	$150 copay per Hospital Confinement	$150 Deductible per Hospital Confinement
Hospital Miscellaneous:	Preferred Allowance	Usual and Customary Charges
Physiotherapy:	Preferred Allowance	Usual and Customary Charges
(Benefits are payable for Acupuncture under this benefit.)		
Surgery:	Preferred Allowance	Usual and Customary Charges
	$150 copay per visit	$150 Deductible per visit
(Specified Surgery based on data provided by FAIR Health, Inc.)		
Assistant Surgeon:	Preferred Allowance	Usual and Customary Charges
Anesthetist:	Preferred Allowance	Usual and Customary Charges
Registered Nurse's Services:	Preferred Allowance	Usual and Customary Charges
Physician's Visits:	Preferred Allowance	Usual and Customary Charges
Pre-admission Testing:	Preferred Allowance	Usual and Customary Charges

SCHEDULE OF BENEFITS *(Continued)*
MEDICAL EXPENSE BENEFITS
UNIVERSITY OF IDAHO - INTERCOLLEGIATE SPORTS PLAN
2016-353-84
INJURY ONLY BENEFITS

Outpatient	Preferred Provider	Out-of-Network Provider
Surgery:	Preferred Allowance $150 copay per visit	Usual and Customary Charges $150 Deductible per visit
(Specified Surgery based on data provided by FAIR Health, Inc. Surgery performed in a Physician's office will be paid under the Physician's Visits Benefit.)		
Day Surgery Miscellaneous:	Preferred Allowance	Usual and Customary Charges
(Day Surgery Miscellaneous charges are based on the Outpatient Surgical Facility Charge Index.)		
Assistant Surgeon:	Preferred Allowance	Usual and Customary Charges
Anesthetist:	Preferred Allowance	Usual and Customary Charges
Physician's Visits:	Preferred Allowance	Usual and Customary Charges
(Includes Physician's office visit charge and all in-office ancillary services. The Medical Expense Benefits limitation that benefits do not apply when related to surgery will be waived for in-office surgical procedures.)		
Physiotherapy:	Preferred Allowance	Usual and Customary Charges
(Benefits are payable for Acupuncture under this benefit.) (Review of Medical Necessity will be performed after 12 visits per Injury.)		
Medical Emergency:	Preferred Allowance $150 copay per visit	70% of Usual and Customary Charges $150 Deductible per visit
($150 copay/Deductible is in lieu of Policy Deductible, waived if admitted.)		
X-rays:	Preferred Allowance	Usual and Customary Charges
Laboratory:	Preferred Allowance	Usual and Customary Charges
Tests & Procedures:	Preferred Allowance	Usual and Customary Charges
Injections:	Preferred Allowance	Usual and Customary Charges
Prescription Drugs:	Magellan Rx $30 Copay per prescription for generic drugs $60 Copay per prescription for formulary drugs $100 Copay per prescription for non-formulary drugs up to a 30 day supply per prescription (Mail order is available through Magellan RX Management at 3 times the Copay for a 90 day supply.)	Usual and Customary Charges

SCHEDULE OF BENEFITS *(Continued)*
MEDICAL EXPENSE BENEFITS
UNIVERSITY OF IDAHO - INTERCOLLEGIATE SPORTS PLAN
2016-353-84
INJURY ONLY BENEFITS

Other	Preferred Provider	Out-of-Network Provider
Ambulance:	No Benefits	70% of Usual and Customary Charges
Durable Medical Equipment: *(Benefits include prosthetic devices.)*	50% of Usual and Customary Charges	50% of Usual and Customary Charges
Consultant:	Preferred Allowance	Usual and Customary Charges
Dental: *(Injury to Sound, Natural Teeth only.)*	No Benefits	70% of Usual and Customary Charges $250 maximum per tooth
Home Health Care:	Preferred Allowance	Usual and Customary Charges

MAJOR MEDICAL
Maximum Benefit **No Benefits**

CATASTROPHIC MEDICAL
Maximum Benefit **No Benefits**

SHC Referral Required: Yes ( ) No (X) **Conversion Permitted:** Yes ( ) No (X)

(X) 52 Week Benefit Period or **( ) Extension of Benefits**

Pre Admission Notification: Yes ( ) No (X)

Other Insurance: **(X) *Coordination of Benefits** **( ) Primary Insurance**

*If benefit is designated, see endorsement attached.

Response to RFP Inquiries

6.2. INQUIRIES AND REQUESTS FOR FULLY-INSURED QUOTES

A. Confirm the Proposer has complied with Section 2-2(H), and that any exceptions from the Proposer are shown in a separate section of the offer to the University of Idaho in a section entitled EXCEPTIONS. Confirm also that the Proposer understands University of Idaho is not bound by any exceptions not shown by the Proposer as specified in Section 2-2(H). Also confirm the Proposer accepts all terms and conditions for this RFP and the Agreement that will result from this RFP process.

RESPONSE: Acknowledged and agreed.

B. Confirm receipt of all original RFP pages and any Addenda issued under this RFP and confirm receipt of all RFP pages (including Attachments A through T).

RESPONSE: Acknowledged and agreed.

C. Confirm the Proposer has the capability to provide all of the services or products specified in this RFP, and the Proposer has the capability to fulfill all of the deliverables specified in Section 5-8 of the RFP. Any service or product the Proposer is not capable of providing must be listed as an RFP exception in the format and location of the proposal in response to this RFP that is specified in Section 2-2(H).

RESPONSE: Acknowledged and agreed.

D. Provide the Proposer's financial ratings from any organizations that have given the Proposer ratings for the past five years and published financial assessment for the Proposer. Annual financial reports must be provided for the last three years if the Proposer is not subject to independent financial review.

RESPONSE: We've provided ratings from Standard & Poor's, and A.M. Best Company rating services for UnitedHealthcare Insurance Company for the past five years in the chart below.

UnitedHealthcare Insurance Company	S & P's	A.M. Best
2010	A+	A
2011	A+	A
2012	A+	A
2013	A+	A
2014	A+	A

Please refer to ***Financial Stability*** for a CD containing our Annual Financial Reports.

E. Provide a brief history and description of the Proposer's organization and any history of operation in the student health insurance marketplace.

RESPONSE:

UHCSR
UnitedHealthcare **Student**Resources has over 40 years of experience focusing on the student insurance market. Our organization and our 392 employees are dedicated to the offering of health insurance programs that provide year-round coverage to over 450,000 students at 450 colleges and universities.

StudentResources was a part of The MEGA Life and Health Insurance Company from 1987 to 2006. The division was originally located in Dallas, Texas. In 1991, sales and marketing operations were established in St. Petersburg, Florida. In 2003, actuarial and underwriting, policy fulfillment, financial accounting and executive functions were also moved to St. Petersburg. The division maintains its premium accounting and eligibility, compliance, customer service and claims paying functions just outside Dallas, Texas.

On December 1, 2006, UnitedHealth Group completed the purchase of StudentResources. This transaction expands and enhances opportunities for UnitedHealthcare StudentResources' clients by allowing them to access UnitedHealth Group's technology applications, business services and national network of more than 840,820 physicians and other health care professionals as well as 5,637 hospitals.

Our locations include:

Sales and Marketing
805 Executive Center Dr., Ste. 220
Saint Petersburg, Florida 33702
Phone: 800-237-0903

Administration
2301 West Plano Pkwy, Ste. 300
Plano, Texas 75075
Phone: 469-229-6700

AmeriBen
AmeriBen has been in business since 1958 and began offering claims ad-ministration services in 1964. AmeriBen has been administering student business plans for 14 years. AmeriBen employs 575 employees located in offices throughout the West in Boise, Salt Lake City, Portland, and Phoenix. AmeriBen administers plans for 90 different universities and employers, with over 350,000 members throughout the country. Our specialty is in serving larger universities and large employers. Our average group size is three to four times that of most TPAs. Our niche market is sophisticated universities and employers looking for consistent, excellent service, strong and competitive PPO networks and the need for strategic flexibility.

F. Identify any entities (e.g., insurance agents) that will receive compensation from the Proposer if the Proposer is a recipient of an Award under this RFP. The amount of the compensation must also be identified.

RESPONSE: None.

G. Provide references for three (3) current clients and with the Proposer's organization in the past 24 months (provide: name, title, organization, address, and telephone number for a contact person). Do not respond by providing references for an agent/broker or third party claims administrator.

RESPONSE:

University of Denver
Chris Wera, PhD., CPA
Director, Finance and Administration
Daniel L. Ritchie Center
2201 E. Asbury St.
Denver, CO 80208
303-871-7785
cj.wera@hcc.du.edu

Metropolitan State University of Denver
Mr. Steve Monaco
Director of Health Center at Auraria
Campus Box 20, PO box 173362
Denver, CO 80217-3362
305-556-2525
monacos@msudenver.edu

Florida State University
Scott Otte
Associate Director/CFO
600 W College Ave.
Tallahassee, FL 32306
850-645-6992
SOtte@admin.fsu.edu

Please answer all Questions below:

RENEWAL PROCESS

1. Show the formula the underwriter used to target incurred claims for the first year, and second, or third year (if applicable) including, but not limited to, plan values, PPO discount savings, utilization trends, industry inflation trends, blending ratios, etc.

   RESPONSE: Please refer to ***Attachments*** for our ***Sample Underwriting Worksheet*** that illustrates the formula we use for new and renewal rating.

2. Will your company provide a 24-month rate guarantee or a second year maximum rate increase? Will your company provide a 36-month rate guarantee or a second and third year maximum rate increase?

   RESPONSE: We respectfully Decline to Quote (DTQ) premium rates for the second and third academic year beginning in 2018. Although we understand the need of University of Idaho to provide the most competitive rates to the students over the length of the contact, there are still uncertainties with respect to the impact of unlimited benefits, and further the utilization of these benefits, on Student Health Insurance Plans. Because our plans are experience rated, providing a multi-year rate guarantee does not fit within our underwriting best practices. UnitedHealthcare is best positioned to be a flexible provider for the long term for your students, and providing a plan that is underwritten to support this while adhering to the ACA regulations is very important to us.

3. The campus requires that your renewal be presented no later than March 1st of every year. Describe the process in how the first rate/fee renewal will be presented. Explain the methodology and data to be used for the renewal process.

   RESPONSE: Acknowledged and agreed. Please refer to ***Attachments*** for our ***Sample Underwriting Worksheet*** that illustrates the formula we use for new and renewal rating as well as the data required for the renewals we provide. We will use this worksheet as a basis for the renewal each year. As we have additional data for each subsequent academic year, we apply an additional weighting to that experience.

   Our renewal process utilizes prior data and current year to date and applies assumptions with respect to the target loss ratio, utilization trends, large claims and benefit changes, as well as the weighting of the loss ratios each year. We underwrite an account of this size using their specific account trends and experience.

4. Confirm that your rates/fees quoted are guaranteed for each policy period listed. Thereafter, will your rates/fees be guaranteed for each succeeding full twelve-month period?

   RESPONSE: We confirm that the rates quoted are guaranteed for each policy period listed. All future year rates will also be guaranteed for each succeeding twelve-month period.

5. Do you agree that changes in the premium rates for the coverage in force may be instituted only as of a renewal rate anniversary even if a state mandate must be implemented mid-year?

   RESPONSE: Acknowledged and agreed.

6. What experience period(s) will be used for the first renewal? What credibility will be given to each period of experience used? What is the weighting used on each year of experience?

RESPONSE: The prior three years' claim cost per member experience is used and trended forward to the plan year being quoted. A weighted average of these trended values is calculated and then loaded for all insurance company expenses, included profit and tax to arrive at the needed premium per member. This value is divided by the current school year premium per member to determine any price adjustment needed. High dollar claims paid in excess of $50,000.00 are removed for trending purposes and then added on the back end. Factors impacting the rating include medical trend, actual enrollment, premium volume, claims expense and any benefit changes. Credibility is primarily on the most recent policy year, with credibility increasing to the current year after paid claims through January are processed.

7. What were the retention factors used for your clients for the last five years?

RESPONSE:

2012 = 15.5%
2013 = 20.54 (including 5.5% TPA)
2014 = 15.04
2015 = 16%
2016 = 17.3 (including 5% TPA)

8. What are the pooling factors used by your company?

RESPONSE: We do not buy reinsurance on student business and therefore don't apply a pooling charge.

9. What is the current medical inflation trend used by your company to predict future claims for college student insurance plan clients?

RESPONSE: We use trend factors from UHC key accounts by state or, the actual trending of the college account. Medical Trend of 10.1% was used in development of the renewal rate for University of Idaho.

10. Can your company provide benefits for non-medical necessity items if the University requests a quote for a new benefit?

RESPONSE: Yes. Our plans are flexible and we are able to provide quotes for new benefits. However, new benefits may affect the Actuarial Value/Metallic Value of the plan requiring further adjustment to the benefits to make the plan ACA compliant.

ACCOUNTING

11. When are premiums due and what is the grace period for payment of premium under your policy? If premium is paid subsequently, is a penalty and/or interest charge assessed? If yes, please explain in detail. Are there any options available with respect to the grace period? If so, please explain the option(s) and any charge that is made for them.

RESPONSE: We prefer to have payment of the partial premium as soon as the lists are submitted. However, schools are invoiced on a monthly basis showing all adjustments made during that month. Premium should be remitted within 30 days of receipt of the invoice or 60 days from the effective date of coverage, whichever is earlier, unless other arrangements are made in advance.

12. What type of audits of premium reconciliations are done? Please explain.

RESPONSE: Our systems require a daily reconcile of the money collected to the enrollments posted. In addition, direct enrollments are imaged and place in workflow that are monitored closely by our management team. Lists received and posted to a log are monitored daily by this management team to ensure all lists are being loaded. The Accounts Receivable department is part of our Accounting department and is not involved in the posting of eligibility. This Account Receivable group performs monthly audits on all accounts. In addition, we send monthly invoices to our clients showing all adjustments so they can conduct their own audits. Finally, annual audits are performed on a cross section of our accounts by a variety of independent firms.

13. What is the procedure for premium billing?

RESPONSE:

UHCSR
When a list is received, our eligibility department posts the list to our internal system. Immediately after the list is posted, our Accounts Receivable department will send an invoice to our client, assuming no check was sent with the list. On a monthly basis, statements are sent to the customer if the complete payment was not received.

AmeriBen
Previously, University of Idaho has paid AmeriBen directly for premiums and administrative fees. We are in the process of implementing a system to invoice University of Idaho each semester.

14. Do you agree to provide a complete financial accounting report for the group in regard to premium reconciliation? Please attach a sample of an actual report. How many weeks after the semester starts will your financial accounting report be available?

RESPONSE:

UHCSR
Yes. We send monthly invoices to our customers showing all adjustments so they can conduct their own audits. These reports are typically sent 1–2 weeks after the eligibility list is received.

Please reference ***Attachments*** for a sample ***Premium Reconciliation Report***.

AmeriBen
AmeriBen will provide a monthly reconciliation report. The report will be provided within 10 business days following the month the premium is received.

15. Who holds the legal liability for claims incurred but not yet paid as of the date of plan termination?

RESPONSE: As long as all claims are filed within the time requirements, our company would remain liable.

16. Do you agree that upon termination of an insurance contract with your company, your company would remain liable for all pending and unreported claims incurred prior to the termination date?

RESPONSE: Yes. As long as all claims are filed within the time requirements, our company would remain liable.

17. Do you agree that upon termination of an insurance contract with your company, your company would remain liable for the following?
    - Eligible hospital expenses for an existing period of confinement (the Extension of Benefits benefit); and
    - Newborn charges for 60 days after birth as per State of Idaho mandate

RESPONSE: Agreed.

18. Indicate **any reinsurance policies presently purchased, OR special cash reserves set aside**, to continue paying claims on existing policies in the event your organization ceases to operate due to bankruptcy, liquidation or other factors. *Check only one.*
    - ■ a. None
    - ☐ b. Reinsurance is in effect or separate reserves are held to cover contractual services for the following number of days: _____ ***(Response valid only if # of days provided.)***
    - ☐ c. Reserves as a percent of premium are _____% ***(Response valid only if % provided)***
    - ☐ d. Other:

19. Do you have any specific or aggregate reinsurance policies in place for large claims? Please explain these arrangements, including the names of the reinsurance carriers.

    RESPONSE: No.

20. If your company takes all the risk themselves, how does your company underwrite large claims at renewal in regard to the experience of the school versus your entire pool of business?

    RESPONSE: High dollar claims paid in excess of $100,000.00 are removed for trending purposes and then added on the back end.

    The goal is not to have a large claim in a given year skew the renewal calculations; not penalize for any extraordinary large claims volume in a period, and to analyze data on a more stable basis.

21. Do any insurance or reinsurance arrangements involve alien (company is incorporated in a country other than the United States) insurance companies? Please explain these arrangements.

    RESPONSE: Not applicable.

22. Do you meet all NAIC, minimum state insurance and managed care organization net worth and reserve requirements? If no, explain.

    RESPONSE: Yes.

23. On an average, what are the COB recoveries for your college accounts as a percentage of allowable claims expense?

    RESPONSE: On average, our COB recoveries are approximately 1.5% of the allowable claims expense (over the past three years.

24. List all underwriting requirements that apply to rates quoted in separate financial proposal (e.g., non-confinement rules, minimum participation requirements, eligibility requirements for Late Enrollees, etc.):

    RESPONSE: None.

EXPERIENCE IN STUDENT INSURANCE

25. Please provide a brief overview of your company including information such as, but not limited to, years of experience in the student insurance business (college and university – Graduate only plans do not apply unless they are covered by a Student Health Insurance Plan filing), number of employees and locations, number of accounts and covered lives as well as any other information which may be relevant to this RFP.

RESPONSE:

UHCSR

As we stated above, UnitedHealthcare **Student**Resources has over 40 years of experience focusing on the student insurance market. Our organization and our 392 employees are dedicated to the offering of health insurance programs that provide year-round coverage to over 450,000 students at 450 colleges and universities.

StudentResources was a part of The MEGA Life and Health Insurance Company from 1987 to 2006. The division was originally located in Dallas, Texas. In 1991, sales and marketing operations were established in St. Petersburg, Florida. In 2003, actuarial and underwriting, policy fulfillment, financial accounting and executive functions were also moved to St. Petersburg. The division maintains its premium accounting and eligibility, compliance, customer service and claims paying functions just outside Dallas, Texas.

On December 1, 2006, UnitedHealth Group completed the purchase of StudentResources. This transaction expands and enhances opportunities for UnitedHealthcare StudentResources' clients by allowing them to access UnitedHealth Group's technology applications, business services and national network of more than 840,820 physicians and other health care professionals as well as 5,637 hospitals.

Our locations include:

Sales and Marketing
805 Executive Center Dr., Ste. 220
Saint Petersburg, Florida 33702
Phone: 800-237-0903

Administration
2301 West Plano Pkwy, Ste. 300
Plano, Texas 75075
Phone: 469-229-6700

AmeriBen

AmeriBen has been in business since 1958 and began offering claims administration ser-vices in 1964. AmeriBen has been administering student business plans for 14 years. AmeriBen employs 575 employees located in offices throughout the West in Boise, Salt Lake City, Portland, and Phoenix. AmeriBen administers plans for 90 different universities and employers, with over 350,000 members throughout the country. Our specialty is in serving larger universities and large employers. Our average group size is three to four times that of most TPAs. Our niche market is sophisticated universities and employers looking for consistent, excellent service, strong and competitive PPO networks and the need for strategic flexibility.

26. Do you have, or have you had prior Student Health Insurance clients in Idaho, or other areas of the Northwest such as Washington or Oregon.

RESPONSE: Yes.

27. What is your company type, such as 1) a fully-insured insurance company, 2) a managing general underwriter (MGU), 3) an insurance wholesaler, or 4) a broker, etc.? Explain how you are presenting a complete package of services as requested in this proposal.

RESPONSE: We are fully insured in that we accept 100% of the risk ourselves. We have the capability to customize plans according to our clients' specific needs. We have invested in the technology and supporting processes that make this degree of customization possible. Our administration systems support a wide range of customized plan designs every plan year. In addition to our flexible benefit structures, we can provide and administer multiple benefit plans.

Our exhaustive training program and our performance monitoring standards ensure that our claims administration and customer service achieve a high degree of accuracy and customer satisfaction. Our systems and processes have been designed to support a variety of external relationships with PPO networks, pharmacy benefit managers, travel medical providers and electronic claims submission vendors with accurate and timely transmission of plan and eligibility data.

To ensure that our clients' plans are administered properly, our START (Student's Transfer of Administrative Responsibilities and Tasks) program ensures that all stakeholders (both internal and external) understand exactly how the plans are structured, how eligibility is to be loaded and how benefits are to be paid.

28. Is your company owned or operated by a parent company? Where are the corporate headquarters located? Please include complete address.

RESPONSE: UnitedHealthcare StudentResources is a member of UnitedHealth Group. UnitedHealth Group is a publicly traded corporation on the NYSE. UnitedHealth Group's corporate headquarters is located at:

UnitedHealth Group Center
9900 Bren Road East
Minnetonka, Minnesota 55343

29. Who will be the individual(s) responsible for the University of Idaho account with respect to underwriting? Legal compliance and Contract Development? Claims Administration? How many years' experience does each individual have with your company?

RESPONSE:

UHCSR
The University of Idaho will be assigned a dedicated Account Executive Team consisting of two Senior Account Executives and a Client Service Analyst. The Account Executive Team will coordinate all service agreements with the Account Management Team.

Account Executive Team	*Plan Administration/ Contract Development*	Dale Burns, Senior Vice President of Sales Matthew Pope, Senior Vice President of Sales	25 yrs 12 yrs
		Dori Safro, Client Service Analyst	2 yrs
Account Management Team	*Underwriting*	Jim Lester, Vice President, Underwriting	24 yrs
	Legal Compliance	Don Wotipka, Vice President, Reg. Compliance & Legislative Affairs	12 yrs
	Claims/Customer Service	Susan Jerome, Vice President of Claims/Customer Service Steve Monson, Customer Service Director	14 yrs 12 yrs

AmeriBen
The individual responsible for claims administration is Sue Rexroad. Sue is the Claims Supervisor and has been with AmeriBen since 2005.

30. How is your company set up to manage the account in relationship to a Salesperson, Account Representative, and any Assistants? What exactly are these people's functions on an annual and day-to-day basis with the client?

RESPONSE:

UHCSR

Our Account Executives (AE) and Client Service Analysts (CSA) are your primary point of contact for all plan activities and issues, both pre- and post-sale. During plan design, they act as the liaison between you and our Underwriting Department, guiding and finalizing your benefit design and plan cost. Once the plan has been finalized, they guide the development of your plan materials such as the plan brochure, enrollment form and other ancillary pieces.

The AEs also facilitate the administrative implementation of the plan during our START meetings, held on-site at our administration facility or via a conference call. While the AE is the primary contact, at the conclusion of the START meeting, all clients receive a full list of direct contacts for all administrative functions performed. This includes Claims, Customer Service and Premium Accounting. We encourage you to call these direct contacts for any assistance needed.

The AE and CSA are also available to participate in orientation and registration meetings, and continue to act as liaisons throughout the plan year. They assist with the day-to-day servicing of your account and provide regular reporting and any possible claim issue resolution.

In addition to being able to contact your AE when you need, our Customer Service staff provides more than 60 dedicated Customer Service Representatives who are available to students and schools from 5:00am to 5:00pm Pacific Time, Monday through Friday. Additionally, claims are processed by dedicated Examiners who are assigned to specific schools. This allows them to develop a familiarity with specific plans and ensure the accuracy and continuity of claims processing within those plans. Only dedicated claims examiners assigned to the University of Idaho would be allowed to adjudicate your claims, in order to sustain a low processing error rate.

AmeriBen

The University of Idaho is currently assigned Rebecca Tristan as the Account Representative and Trisha Barba as the Client Service Coordinator (CSC). Jon Aubrey is the sales-person. The Account Representative handles high level reporting and global processes with the carrier and broker. The CSC is the day to day contact for the client for all their questions or concerns.

31. What is your company's rating for A.M. Best and Standard & Poor's? How many years has your company held in the financial rating indicated above? If less than five years, please explain.

RESPONSE: As stated in 6.2 (D) above, we've provided ratings from Standard & Poor's, and A.M. Best Company rating services for UnitedHealthcare Insurance Company for the past five years in the chart below.

UnitedHealthcare Insurance Company	S & P	A.M. Best
2010	A+	A
2011	A+	A
2012	A+	A
2013	A+	A
2014	A+	A

32. Is there any current or pending legal actions against your company? If yes, please explain.

RESPONSE: No.

33. Is your company for sale, or pending sale? If yes, please give details.

RESPONSE: No.

34. Please provide the following information for the fully-insured carrier:

UHCSR

Number of Students Covered by Student Health Insurance	Number of Clients
100 - 500	283
501 – 1,000	117
1,001 – 5,000	176
5,000 or more	25

AmeriBen

Number of Students Covered by Student Health Insurance	Number of Clients
100 - 500	1
501 – 1,000	2
1,001 – 5,000	5
5,000 or more	2

35. What is your company's philosophies and strategic direction with respect to student insurance business?

RESPONSE:

UHCSR
We understand the need to support students with a full array of tools and communications while maintaining affordability. As a leader in student insurance, UHCSR strives to be the catalyst for change within the student insurance industry while preserving flexibility for our clients. We're committed to successfully balancing the importance of our commitment to administrative efficiency and quality service with affordability of our student plans.

AmeriBen
AmeriBen has been administering student insurance business for 13 years. We are com-mitted to growing this business and to investing in technologies and processes to ensure successful administration for years to come. We have solid client, broker, and carrier relationships that have withstood the test of time and we will continue to foster these important relationships. We will continue to have a goal of bringing on 1 to 2 new university/college clients each year. We believe it is important to note that our first student insurance university (Metro State University) is still a client today!

36. Indicate any innovations or unique aspects of your particular insurance policies and/or corporation in general, which would provide further insight about your product or organization.

RESPONSE:

UHCSR
We are unique in the claims administration industry in that our focus is the student market. Unlike many other claims administrators, we are very experienced in the differences between a self-insuring employer program and a student health insurance/benefit program.

Our long history of specializing on the student market gives us insight into the unique concerns of colleges and universities. We can customize plans to address our clients' specific needs and have invested in the technology and supporting processes that make this customization possible. Not only can we create flexible plan designs, we're set up to administer multiple benefit structures.

We are one of the largest providers of student health insurance plans administering over 750 policy options. We currently provide health insurance to over 450,000 students and their dependents through a variety of customized programs. Our clients include both large and small, private and public, schools and state consortiums. Our programs cover domestic students as well as international students and our world-wide coverage extends to insured students studying abroad.

We believe in providing clients with a high degree of accuracy and customer service, so we maintain an excellent training program and performance monitoring standards. Our business has been designed to support a variety of external relationships with PPO networks, pharmacy benefit managers, travel medical providers, and electronic claims submission vendors with accurate and timely transmission of plan and eligibility data.

Throughout this RFP, we illustrate how we develop and administer student health insurance programs nationwide. Our experience and expertise is unparalleled and our 90+% renewal rate of our existing clients is evidence of our dedication and commitment to our insured customers and clients. We believe we're uniquely qualified to meet the requirements of this RFP and welcome the opportunity to establish a long and mutually beneficial partnership with the University of Idaho, its students, and administrators.

AmeriBen

At AmeriBen, we are constantly evaluating our service offerings to ensure that we are offering the best value to our clients. Our value proposition entails better outcomes, lower costs and satisfied members. We consistently spend more in IS and IT infrastructure and development than your typical TPA as we are committed to providing accuracy, customer service, and timely turnaround. We also have a reputation as a forward-thinking administrator that provides educational opportunities to our clients through conferences, webinars, and forums. Our core values are integrity, initiative, good judgment and teamwork and are daily exemplified by our staff.

As an independent third party administrator for schools, we are able to take best-in-class vendors and bring them together to ensure appropriate separation of duties. There is financial value and proven higher levels of customer service to the students when the TPA, carrier and PPO networks are not owned by one entity. There is an inherent conflict of interest when a carrier is assigned to pay claims and also keep the providers in their net-work. AmeriBen will always process claims strictly according to the master policy and brochure.

AmeriBen has a dedicated staff which includes customer care representatives and claims processors who are trained to handle the unique eligibility and benefit aspects of the student plans. These teams work closely together to facilitate efficient resolution on claim inquiries and issue resolution, these duties are segregated due to the unique skill set required to handle each function.

37. How do you handle the filing of the master policy and the brochure language with the state? Do you have standard language that the client's policy must adhere to, or do you individually file the master policy as written in the brochure with the state?

RESPONSE: Our master policy is filed with the state so as to allow maximum flexibility to accommodate benefit and/or exclusion requests by our clients while utilizing the standard state filing. If necessary to accommodate a specific client's requirements, we can file a single case policy.

Approved SHIP Form (Idaho)

The SERFF filing number for COL-14-ID (PY15) is UHLC-130117841. The AV calculation and schedule of benefits for Univ. of Idaho were approved under this same filing number. The DOI marked the filing as "FILED" on August 3, 2015.

In addition, we will also be filing endorsements, AVs, and benefit schedules for any accounts sold for the 2016-2017 academic year with the State of Idaho, Division of Insurance.

We have included a copy of our filed documents in the following pages of this section.

Policyholder Application

UnitedHealthcare StudentResources

UnitedHealthcare Insurance Company P.O. Box 809025 Dallas, TX 75380-9025

Policyholder [Any School]
Mailing Address [Any Town, Idaho]

Telephone Number [(555) 555-5555]

Date [00-00-00]
Policy Number [00-0000-00]
Effective [2014 / 2015] Academic Year

Class of Persons to be Insured

[Any Student] [and their eligible Dependents]

Rates

	[Annual]	
	Premium	**[Non-Premium Cost]**
[Student]	[$1,200.00]	[$100.00]

Effective / Expiration Dates

(Information continues on attached sheets.)

[NOTE: The Non-Premium Cost stated above includes fees charged by the policyholder. Such fees may include amounts which, for example, cover the school's administrative cost associated with offering this health plan as well as amounts which are paid to certain non-insurer vendors and consultants by, or at the direction of, the policyholder.]

Signature of School Official_____ Title_____ Date_____

Please Print Name of Above Official_____

Signature of Agent_____ Date_____

Signature of Company Representative_____ Title_____ Date_____

COL-14 AP1 [1]

BLANKET STUDENT POLICY
UNITEDHEALTHCARE INSURANCE COMPANY

Administrative Office Address: P.O. Box 809025, Dallas, TX 75380-9025

POLICYHOLDER	[ANY SCHOOL]	**POLICY NUMBER**	[12-0000]
ADDRESS	[111 ANY ST.]	**Effective Date**	[2015-2016] ACADEMIC YEAR
	[ANY CITY, IDAHO]	**Termination Date**	[2015-2016] ACADEMIC YEAR

PREMIUM FOR EACH INSURED PERSON

SEE APPLICATION ATTACHED

LIST OF ENDORSEMENTS ATTACHED TO AND FORMING A PART OF THIS POLICY

UNITEDHEALTHCARE INSURANCE COMPANY

hereinafter called the Company, agrees, subject to all provisions, conditions, exclusions and limitations of this policy to pay the benefits provided by this policy for loss resulting from a cause covered by this policy. This policy is issued in consideration of the application and payment of the premiums. Premiums as specified above are payable for each Insured Person.

Non-Renewable One Year Term Insurance -- This Policy Will Not Be Renewed

President

Countersigned by _____ **Licensed Resident Agent**

PREMIUMS AND PREMIUM PAYMENT

The Policyholder agrees to remit the premium for each Insured Person to the Company or its authorized agent within 20 days after the receipt of the premium. The Company will have the right to examine all of the Policyholder's books and records relating to this policy at any time up to the later of 1) two years after the termination of this policy and 2) the date of final adjustment and settlement of all claims under this policy.

COL-14-ID (PY15)

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PART I
ELIGIBILITY AND TERMINATION PROVISIONS

Eligibility: Each person who belongs to one of the "Classes of Persons To Be Insured" as set forth in the application is eligible to be insured under this policy. [[The Named Insured must actively attend classes for at least the first [31 [1-45]] days after the date for which coverage is purchased.] [[Home study,] [correspondence,] [and] [online] courses do not fulfill the eligibility requirements[that the Named Insured actively attend classes].] The Company maintains its right to investigate [eligibility or] student status and attendance records to verify that the policy eligibility requirements have been met. If and whenever the Company discovers that the policy eligibility requirements have not been met, its only obligation is refund of premium.]

[The eligibility date for Dependents of the Named Insured (as defined) shall be determined in accordance with the following:

1) If a Named Insured has Dependents on the date he or she is eligible for insurance; or
2) If a Named Insured acquires a Dependent after the Effective Date, such Dependent becomes eligible:

   (a) On the date the Named Insured marries the Dependent; or
   (b) On the date the Named Insured acquires a dependent child who is within the limits of a dependent child set forth in the "Definitions" section of this policy.

[Dependent eligibility expires concurrently with that of the Named Insured.]]

Eligible persons may be insured under this policy subject to the following:

1) Payment of premium as set forth on the policy application; and,
2) Application to the Company for such coverage.

Effective Date: Insurance under this policy shall become effective on the later of the following dates:

1) The Effective Date of the policy; or
2) The date premium is received by the Administrator.

[Dependent coverage will not be effective prior to that of the Named Insured.]

Termination Date: The coverage provided with respect to the Named Insured shall terminate on the earliest of the following dates:

1) The last day of the period through which the premium is paid; or
2) The date the policy terminates.

[The coverage provided with respect to any Dependent shall terminate on the earliest of the following dates:

1) The last day of the period through which the premium is paid;
[[2)] The date the policy terminates;] [or]
[3)] The date the Named Insured's coverage terminates.]

PART II
GENERAL PROVISIONS

ENTIRE CONTRACT CHANGES: This policy, including the endorsements and attached papers, if any, and the application of the Policyholder shall constitute the entire contract between the parties. No agent has authority to change this policy or to waive any of its provisions. No change in the policy shall be valid until approved by an executive officer of the Company and unless such approval be endorsed hereon or attached hereto. Such an endorsement or attachment shall be effective without the consent of the Insured Person but shall be without prejudice to any claim arising prior to its Effective Date.

PAYMENT OF PREMIUM: All premiums are payable in advance for each policy term in accordance with the Company's premium rates. The full premium must be paid even if the premium is received after the policy Effective Date. Coverage under the policy may not be cancelled and no refunds will be provided unless the Insured enters the armed forces. A pro-rata premium will be refunded upon request when the insured enters the armed forces. [Optional coverages may only be purchased simultaneously and in conjunction with the purchase of Injury and Sickness coverage at the time of initial enrollment.] [The Named Insured may purchase optional coverages for himself or for himself and all Dependent family members[, unless the optional coverage is available only to the Named Insured.]]

Premium adjustments involving return of unearned premiums to the Policyholder will be limited to a period of 12 months immediately preceding the date of receipt by the Company of evidence that adjustments should be made. Premiums are payable to the Company, [P.O. Box 809026, Dallas, Texas 75380-9026].

REFUND OF UNEARNED PREMIUM: Premium will be refunded to the Policyholder on a pro rata basis upon cancellation by the Policyholder. The cancellation request must be sent to the Company in writing. Premium will be refunded beginning with the next monthly renewal period.

NOTICE OF CLAIM: Written notice of claim must be given to the Company within 90 days after the occurrence or commencement of any loss covered by this policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the Named Insured to the Company, [P.O. Box 809025, Dallas, Texas 75380-9025] with information sufficient to identify the Named Insured shall be deemed notice to the Company.

CLAIM FORMS: [Upon receipt of a notice of claim, the Company will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of written notice the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and extent of the loss for which claim is made.] [Claim forms are not required.]

PROOF OF LOSS: Written proof of loss must be furnished to the Company at its said office within 90 days after the date of such loss. Failure to furnish such proof within the time required will not invalidate nor reduce any claim if it was not reasonably possible to furnish proof. In no event except in the absence of legal capacity shall written proofs of loss be furnished later than one year from the time proof is otherwise required.

TIME OF PAYMENT OF CLAIM: Indemnities payable under this policy for any loss will be paid upon receipt of due written proof of such loss.

PAYMENT OF CLAIMS: All or a portion of any indemnities provided by this policy may, at the Company's option, and unless the Named Insured requests otherwise in writing not later than the time of filing proofs of such loss, be paid directly to the Hospital or person rendering such service. Otherwise, accrued indemnities will be paid to the Named Insured or the estate of the Named Insured. Any payment so made shall discharge the Company's obligation to the extent of the amount of benefits so paid.

PHYSICAL EXAMINATION: As a part of Proof of Loss, the Company at its own expense shall have the right and opportunity: 1) to examine the person of any Insured Person when and as often as it may reasonably require during the pendency of a claim; and, 2) to have an autopsy made in case of death where it is not forbidden by law. The Company has the right to secure a second opinion regarding treatment or hospitalization. Failure of an Insured to present himself or herself for examination by a Physician when requested shall authorize the Company to: (1) withhold any payment of Covered Medical Expenses until such examination is performed and Physician's report received; and (2) deduct from any amounts otherwise payable hereunder any amount for which the Company has become obligated to pay to a Physician retained by the Company to make an examination for which the Insured failed to appear. Said deduction shall be made with the same force and effect as a Deductible herein defined.

LEGAL ACTIONS: No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proofs of loss have been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of 3 years after the time written proofs of loss are required to be furnished.

SUBROGATION: The Company shall be subrogated to all rights of recovery which any Insured Person has against any person, firm or corporation to the extent of payments for benefits made by the Company to or for benefit of an Insured

Person. The Insured shall execute and deliver such instruments and papers as may be required and do whatever else is necessary to secure such rights to the Company.

RIGHT OF RECOVERY: Payments made by the Company which exceed the Covered Medical Expenses (after allowance for Deductible and Coinsurance clauses, if any) payable hereunder shall be recoverable by the Company from or among any persons, firms, or corporations to or for whom such payments were made or from any insurance organizations who are obligated in respect of any covered Injury or Sickness as their liability may appear.

MORE THAN ONE POLICY: Insurance effective at any one time on the Insured Person under a like policy, or policies in this Company is limited to the one such policy elected by the Insured Person, his beneficiary or his estate, as the case may be, and the Company will return all premiums paid for all other such policies.

PART III
DEFINITIONS

COINSURANCE means the percentage of Covered Medical Expenses that the Company pays.

COMPLICATION OF PREGNANCY means conditions: 1) which requires the Insured to be Hospital Confined (when the pregnancy is not terminated), whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity, but shall not include false labor, occasional spotting, physician prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy; and 2) Cesarean section delivery, ectopic pregnancy which is terminated, spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible, puerperal infection, eclampsia and toxemia.

CONGENITAL CONDITION means a condition existing at or from birth that is a significant deviation from the common form or function of the body, whether caused by a hereditary or developmental defect or disease. For the purposes of this definition, significant deviation is a deviation which impairs the function of the body and includes but is not limited to the conditions of cleft lip, cleft palate, webbed fingers or toes, sixth toes or fingers, or defects of metabolism and other conditions that are medically diagnosed to be congenital condition..

COPAY/COPAYMENT means a specified dollar amount that the Insured is required to pay for certain Covered Medical Expenses.

COVERED MEDICAL EXPENSES means reasonable charges which are: 1) not in excess of Usual and Customary Charges; 2) not in excess of the Preferred Allowance when the policy includes Preferred Provider benefits and the charges are received from a Preferred Provider; 3) not in excess of the maximum benefit amount payable per service as specified in the Schedule of Benefits; 4) made for services and supplies not excluded under the policy; 5) made for services and supplies which are a Medical Necessity; 6) made for services included in the Schedule of Benefits; and 7) in excess of the amount stated as a Deductible, if any.

Covered Medical Expenses will be deemed "incurred" only: 1) when the covered services are provided; and 2) when a charge is made to the Insured Person for such services.

CUSTODIAL CARE means services that are any of the following:

1) Non-health related services, such as assistance in activities.
2) Health-related services that are provided for the primary purpose of meeting the personal needs of the patient or maintaining a level of function (even if the specific services are considered to be skilled services), as opposed to improving that function to an extent that might allow for a more independent existence.
3) Services that do not require continued administration by trained medical personnel in order to be delivered safely and effectively.

DEDUCTIBLE means if an amount is stated in the Schedule of Benefits or any endorsement to this policy as a deductible, it shall mean an amount to be subtracted from the amount or amounts otherwise payable as Covered Medical Expenses before payment of any benefit is made. The deductible will apply as specified in the Schedule of Benefits.

[**DEPENDENT** means the legal spouse of the Named Insured and their dependent-children. [Dependent shall also include the Domestic Partner of the Named Insured and their dependent, unmarried children.] Children shall cease to be dependent at the end of the month in which they attain the age of [26 – 30] years.

The attainment of the limiting age will not operate to terminate the coverage of such child while the child is and continues to be both:

1) Incapable of self-sustaining employment by reason of intellectual disability or physical handicap.
2) Chiefly dependent upon the Insured Person for support and maintenance.

Proof of such incapacity and dependency shall be furnished to the Company: 1) by the Named Insured; and, 2) within 31 days of the child's attainment of the limiting age. Subsequently, such proof must be given to the Company annually following the child's attainment of the limiting age.

If a claim is denied under the policy because the child has attained the limiting age for dependent children, the burden is on the Insured Person to establish that the child is and continues to be handicapped as defined by subsections (1) and (2).]

[**DOMESTIC PARTNER** means a person who is neither married nor related by blood or marriage to the Named Insured but who1) lives together with the Named Insured in the same residence and intends to do so indefinitely; and 2) is responsible with the Named Insured for each other's welfare. A domestic partner relationship may be demonstrated by any three of the following types of documentation: 1) a joint mortgage or lease; 2) designation of the domestic partner as beneficiary for life insurance; 3) designation of the domestic partner as primary beneficiary in the Named Insured's will; 4) domestic partnership agreement; 5) powers of attorney for property and/or health care; and 6) joint ownership of either a motor vehicle, checking account or credit account.]

ELECTIVE SURGERY OR ELECTIVE TREATMENT means those health care services or supplies that do not meet the health care need for a Sickness or Injury. Elective surgery or elective treatment includes any service, treatment or supplies that: 1) are deemed by the Company to be research or experimental; or 2) are not recognized and generally accepted medical practices in the United States.

EMERGENCY SERVICES means, with respect to a Medical Emergency:

1) A medical screening examination that is within the capability of the emergency department of a Hospital, including ancillary services routinely available to the emergency department to evaluate such emergency medical condition; and
2) Such further medical examination and treatment to stabilize the patient to the extent they are within the capabilities of the staff and facilities available at the Hospital.

HABILITATIVE SERVICES means outpatient occupational therapy, physical therapy and speech therapy prescribed by the Insured Person's treating Physician pursuant to a treatment plan to develop a function not currently present as a result of a congenital, genetic, or early acquired disorder.

Habilitative services do not include services that are solely educational in nature or otherwise paid under state or federal law for purely educational services. Custodial Care, respite care, day care, therapeutic recreation, vocational training and residential treatment are not habilitative services.

A service that does not help the Insured person to meet functional goals in a treatment plan within a prescribed time frame is not a habilitative service. When the Insured Person reaches his/her maximum level of improvement or does not demonstrate continued progress under a treatment plan, a service that was previously habilitative is no longer habilitative.

HOSPITAL means a licensed or properly accredited general hospital which: 1) is open at all times; 2) is operated primarily and continuously for the treatment of and surgery for sick and injured persons as inpatients; 3) is under the supervision of a staff of one or more legally qualified Physicians available at all times; 4) continuously provides on the premises 24 hour nursing service by Registered Nurses; 5) provides organized facilities for diagnosis [and major surgery] on the premises or in facilities available to the Hospital on a pre-arranged basis and under the supervision of a duly licensed Physician; and 6) is not primarily a clinic, nursing, rest or convalescent home.

HOSPITAL CONFINED/HOSPITAL CONFINEMENT means confinement as an Inpatient in a Hospital by reason of an Injury or Sickness for which benefits are payable.

INJURY means bodily injury which is all of the following:

1) directly and independently caused by specific accidental contact with another body or object.
2) unrelated to any pathological, functional, or structural disorder.
3) a source of loss.
4) treated by a Physician within [30 - 365] days after the date of accident.
5) sustained while the Insured Person is covered under this policy.

All injuries sustained in one accident, including all related conditions and recurrent symptoms of these injuries will be considered one injury. Injury does not include loss which results wholly or in part, directly or indirectly, from disease or other bodily infirmity. [Covered Medical Expenses incurred as a result of an injury that occurred prior to this policy's Effective Date will be considered a Sickness under this policy.]

INPATIENT means an uninterrupted confinement that follows formal admission to a Hospital, Skilled Nursing Facility or Inpatient Rehabilitation Facility by reason of an Injury or Sickness for which benefits are payable under this policy.

INPATIENT REHABILITATION FACILITY means a long term acute inpatient rehabilitation center, a Hospital (or special unit of a Hospital designated as an inpatient rehabilitation facility) that provides rehabilitation health services on an Inpatient basis as authorized by law.

INSURED PERSON means[: 1)] the Named Insured[; and, 2) Dependents of the Named Insured, if: 1) the Dependent is properly enrolled in the program, and 2) the appropriate Dependent premium has been paid]. The term "Insured" also means Insured Person.

INTENSIVE CARE means: 1) a specifically designated facility of the Hospital that provides the highest level of medical care; and 2) which is restricted to those patients who are critically ill or injured. Such facility must be separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement. They must be: 1) permanently equipped with special life-saving equipment for the care of the critically ill or injured; and 2) under constant and continuous observation by nursing staff assigned on a full-time basis, exclusively to the intensive care unit. Intensive care does not mean any of these step-down units:

1) Progressive care.
2) Sub-acute intensive care.
3) Intermediate care units.
4) Private monitored rooms.
5) Observation units.
6) Other facilities which do not meet the standards for intensive care.

MEDICAL EMERGENCY means the occurrence of a sudden, serious and unexpected Sickness or Injury. In the absence of immediate medical attention, a reasonable person could believe this condition would result in any of the following:

1) Death.
2) Placement of the Insured's health in jeopardy.
3) Serious impairment of bodily functions.
4) Serious dysfunction of any body organ or part.
5) In the case of a pregnant woman, serious jeopardy to the health of the fetus.

Expenses incurred for "Medical Emergency" will be paid only for Sickness or Injury which fulfills the above conditions. These expenses will not be paid for minor Injuries or minor Sicknesses.

MEDICAL NECESSITY/MEDICALLY NECESSARY means those services or supplies provided or prescribed by a Hospital or Physician which are all of the following:

1) Essential for the symptoms and diagnosis or treatment of the Sickness or Injury.
2) Provided for the diagnosis, or the direct care and treatment of the Sickness or Injury.
3) In accordance with the standards of good medical practice.
4) Not primarily for the convenience of the Insured, or the Insured's Physician.
5) The most appropriate supply or level of service which can safely be provided to the Insured.

The Medical Necessity of being confined as an Inpatient means that both:

1) The Insured requires acute care as a bed patient.
2) The Insured cannot receive safe and adequate care as an outpatient.

This policy only provides payment for services, procedures and supplies which are a Medical Necessity. No benefits will be paid for expenses which are determined not to be a Medical Necessity, including any or all days of Inpatient confinement.

MENTAL ILLNESS means a Sickness that is a mental, emotional or behavioral disorder listed in the mental health or psychiatric diagnostic categories in the current *Diagnostic and Statistical Manual of the American Psychiatric Association*. The fact that a disorder is listed in the *Diagnostic and Statistical Manual of the American Psychiatric Association* does not mean that treatment of the disorder is a Covered Medical Expense. [If not excluded or defined elsewhere in the policy, all mental health or psychiatric diagnoses are considered one Sickness.]

NAMED INSURED means an eligible, registered student of the Policyholder, if: 1) the student is properly enrolled in the program; and 2) the appropriate premium for coverage has been paid.

[**NEWBORN INFANT AND ADOPTED CHILD** means any newborn child of an Insured and any newborn adopted child placed with the Insured within 60 days after birth while that person is insured under this policy. Any such child will be covered under the policy for the first 60 days after birth. In the case of an adopted child placed with the Insured more than 60 days after the birth of the child while that person is insured under this policy, coverage shall begin on the date the child is so placed. Coverage for such newborn or adopted child will be for Injury or Sickness, including medically diagnosed Congenital Conditions, prematurity and nursery care; benefits will be the same as for the Insured Person who is the child's parent.

Prior to legal finalization of adoption, coverage shall be provided for a child placed for adoption in the same manner as it would with respect to a naturally born child of the Insured until the first to occur of the following events:

a) The date the child is removed permanently from that placement and the legal obligation terminates; or
b) The date the Insured rescinds, in writing, the agreement of adoption or agreement assuming financial responsibility.

[The Insured will have the right to continue such coverage for the child beyond the first 60 days. To continue the coverage the Insured must, within the 60 days after the child's birth or placement for adoption: 1) apply to the Company; and 2) pay the required additional premium, if any, not less than thirty-one (31) days following receipt by the Insured of notice for the required premium for the continued coverage. If the Insured does not use this right as stated here, all coverage as to that child will terminate at the end of the first 60 days after the child's birth.]

The term "placed" shall mean physical placement in the care of the Insured, or in those circumstances in which such physical placement is prevented due to the medical needs of the child requiring placement in a medical facility, it shall mean when the Insured signs an agreement for adoption of such child and signs an agreement assuming financial responsibility for such child.]

OUT-OF-POCKET MAXIMUM means the amount of Covered Medical Expenses that must be paid by the Insured Person before Covered Medical Expenses will be paid at 100% for the remainder of the Policy Year. Refer to the Schedule of Benefits for details on how the Out-of-Pocket Maximum applies.

PHYSICIAN means a legally qualified licensed practitioner of the healing arts who provides care within the scope of his/her license, other than a member of the person's immediate family.

The term "member of the immediate family" means any person related to an Insured Person within the third degree by the laws of consanguinity or affinity.

PHYSIOTHERAPY means short-term outpatient rehabilitation therapies (including Habilitative Services) administered by a Physician.

POLICY YEAR means the period of time beginning on the policy Effective Date and ending on the policy Termination Date.

PRESCRIPTION DRUGS mean: 1) prescription legend drugs; 2) compound medications of which at least one ingredient is a prescription legend drug; 3) any other drugs which under the applicable state or federal law may be dispensed only upon written prescription of a Physician; and 4) injectable insulin.

REGISTERED NURSE means a professional nurse (R.N.) who is not a member of the Insured Person's immediate family.

SICKNESS means sickness or disease of the Insured Person which causes loss while the Insured Person is covered under this policy. [All related conditions and recurrent symptoms of the same or a similar condition will be considered one sickness.] [Covered Medical Expenses incurred as a result of an Injury that occurred prior to this policy's Effective Date will be considered a sickness under this policy.]

SKILLED NURSING FACILITY means a Hospital or nursing facility that is licensed and operated as required by law.

SOUND, NATURAL TEETH means natural teeth, the major portion of the individual tooth is present, regardless of fillings or caps; and is not carious, abscessed, or defective.

SUBSTANCE USE DISORDER means a Sickness that is listed as an alcoholism and substance use disorder in the current *Diagnostic and Statistical Manual of the American Psychiatric Association.* The fact that a disorder is listed in the *Diagnostic and Statistical Manual of the American Psychiatric Association* does not mean that treatment of the disorder is a Covered Medical Expense. [If not excluded or defined elsewhere in the policy, all alcoholism and substance use disorders are considered one Sickness.]

[**TOTALLY DISABLED** means a condition of a Named Insured which, because of [Sickness or] Injury, renders the Insured unable to actively attend classes. [A totally disabled Dependent is one who is unable to perform all activities usual for a person of that age.]]

URGENT CARE CENTER means a facility that provides treatment required to prevent serious deterioration of the Insured Person's health as a result of an unforeseen Sickness, Injury, or the onset of acute or severe symptoms.

USUAL AND CUSTOMARY CHARGES means the lesser of the actual charge or a reasonable charge which is : 1) usual and customary when compared with the charges made for similar services and supplies; and 2) made to persons having similar medical conditions in the [locality of the Policyholder][locality where service is rendered]. The Company uses data from [FAIR Health, Inc.] to determine Usual and Customary Charges. No payment will be made under this policy for any expenses incurred which in the judgment of the Company are in excess of Usual and Customary Charges.

[PART IV

[EXTENSION OF BENEFITS AFTER TERMINATION

The coverage provided under this policy ceases on the Termination Date. However, if an Insured is Totally Disabled on the Termination Date from a covered Injury [or Sickness] for which benefits were paid before the Termination Date, Covered Medical Expenses for such Injury [or Sickness] will continue to be paid as long as the condition continues but not to exceed [[30 – 365] days] [[12 – 24] months] after the Termination Date.

The total payments made in respect of the Insured for such condition both before and after the Termination Date will never exceed the Maximum Benefit.]

INSERT

SCHEDULE OF BENEFITS

HERE

[PART [VI]
PREFERRED PROVIDER INFORMATION

"Preferred Providers" are the Physicians, Hospitals and other health care providers who have contracted to provide specific medical care at negotiated prices. [Preferred Providers in the local school area are:

[List Preferred Providers in School Area here]]

The availability of specific providers is subject to change without notice. Insureds should always confirm that a Preferred Provider is participating at the time services are required by calling [the Company at [1-800-767-0700]] and/or by asking the provider when making an appointment for services.

"Preferred Allowance" means the amount a Preferred Provider will accept as payment in full for Covered Medical Expenses.

"Out of Network" providers have not agreed to any prearranged fee schedules. Insureds may incur significant out-of-pocket expenses with these providers. Charges in excess of the insurance payment are the Insured's responsibility.

["**Network Area**" means the [10 – 50] mile radius around the local school campus the Named Insured is attending.]

[[Regardless of the provider, each Insured is responsible for the payment of their Deductible. The Deductible must be satisfied before benefits are paid]. The Company will pay according to the benefit limits in the Schedule of Benefits.]

Inpatient Expenses

PREFERRED PROVIDERS – Eligible Inpatient expenses at a Preferred Provider will be paid at [[50 – 100]%] [the Coinsurance percentages specified in the Schedule of Benefits], up to any limits specified in the Schedule of Benefits. [Preferred Hospitals include [UnitedHealthcare Options PPO] United Behavioral Health (UBH) facilities.] Call [(800) 767-0700] for information about Preferred Hospitals.

OUT-OF-NETWORK PROVIDERS - If Inpatient care is not provided at a Preferred Provider, eligible Inpatient expenses will be paid according to the benefit limits in the Schedule of Benefits.

Outpatient Hospital Expenses

Preferred Providers may discount bills for outpatient Hospital expenses. Benefits are paid according to the Schedule of Benefits. Insureds are responsible for any amounts that exceed the benefits shown in the Schedule, up to the Preferred Allowance.

[Professional & Other Expenses

Benefits for Covered Medical Expenses provided by [name of network or Physician groups] will be paid at [[50 – 100]% of Preferred Allowance] [the Coinsurance percentages specified in the Schedule of Benefits]-or up to any limits specified in the Schedule of Benefits. All other providers will be paid according to the benefit limits in the Schedule of Benefits.]

[SPECIAL PROVIDER ARRANGEMENTS

[Affiliated Physicians, Inc. and Doctors Walk-In Clinics] [have] agreed to accept special reduced reimbursement rates for treatment rendered to Insureds. Eligible [Physician] services provided by [Affiliated Physicians, Inc. and Doctors Walk-In Clinics] will be paid at [50 – 100]% of these negotiated rates for Covered Medical Expenses, up to the Schedule of Benefits limits.

Insureds will be responsible for all out of pocket expenses in excess of the policy limits contained in the Schedule of Benefits.]]

PART [VII]
MEDICAL EXPENSE BENEFITS - INJURY AND SICKNESS

Benefits are payable for Covered Medical Expenses (see "Definitions") less any Deductible incurred by or for an Insured Person for loss due to Injury or Sickness subject to: a) the maximum amount for specific services as set forth in the Schedule of Benefits; and b) any Coinsurance, Copayment or per service Deductible amounts set forth in the Schedule of Benefits or any endorsement hereto. The total payable for all Covered Medical Expenses shall be calculated on a per Insured Person Policy Year basis as stated in the Schedule of Benefits. Read the "Definitions" section and the "Exclusions and Limitations" section carefully.

No benefits will be paid for services designated as "No Benefits" in the Schedule of Benefits or for any matter described in "Exclusions and Limitations." If a benefit is designated, Covered Medical Expenses include:

1. **Room and Board Expense.**
   Daily semi-private room rate when confined as an Inpatient and general nursing care provided and charged by the Hospital.

2. **[Intensive Care.**
   If provided in the Schedule of Benefits.]

3. **Hospital Miscellaneous Expenses.**
   When confined as an Inpatient or as a precondition for being confined as an Inpatient. In computing the number of days payable under this benefit, the date of admission will be counted, but not the date of discharge.

   Benefits will be paid for services and supplies such as:
   - The cost of the operating room.
   - Laboratory tests.
   - X-ray examinations.
   - Anesthesia.
   - Drugs (excluding take home drugs) or medicines.
   - Therapeutic services.
   - Supplies.

4. **Routine Newborn Care.**
   While Hospital Confined and routine nursery care provided immediately after birth.

   Benefits will be paid for an inpatient stay of at least:
   - 48 hours following a vaginal delivery.
   - 96 hours following a cesarean section delivery.

   If the mother agrees, the attending Physician may discharge the newborn earlier than these minimum time frames.

5. **Surgery (Inpatient).**
   Physician's fees for Inpatient surgery.

6. **Assistant Surgeon Fees.**
   Assistant Surgeon fees in connection with Inpatient surgery.

7. **Anesthetist Services.**
   Professional services administered in connection with Inpatient surgery.

8. **Registered Nurse's Services.**
   Registered Nurse's services which are all of the following:
   - [Private duty nursing care only.]
   - Received when confined as an Inpatient.
   - Ordered by a licensed Physician.
   - A Medical Necessity.

General nursing care provided by the Hospital, Skilled Nursing Facility or Inpatient Rehabilitation Facility is not covered under this benefit.

9. **Physician's Visits (Inpatient).**
Non-surgical Physician services when confined as an Inpatient. [Benefits do not apply when related to surgery.]

10. **Pre-admission Testing.**
Benefits are limited to routine tests such as:
- Complete blood count.
- Urinalysis,
- Chest X-rays.

If otherwise payable under the policy, major diagnostic procedures such as those listed below will be paid under the "Hospital Miscellaneous" benefit:
- CT scans.
- NMR's.
- Blood chemistries.

11. **Surgery (Outpatient).**
Physician's fees for outpatient surgery.

[When these services are performed in a Physician's office, benefits are payable under Physician's Visits (Outpatient).]

12. **Day Surgery Miscellaneous (Outpatient).**
Facility charge and the charge for services and supplies in connection with outpatient day surgery[, excluding non-scheduled surgery; and surgery performed in a Hospital emergency room; trauma center; Physician's office; or clinic].

13. **Assistant Surgeon Fees (Outpatient).**
Assistant Surgeon fees in connection with outpatient surgery.

14. **Anesthetist Services (Outpatient).**
Professional services administered in connection with outpatient surgery.

15. **Physician's Visits (Outpatient).**
Services provided in a Physician's office for the diagnosis and treatment of a Sickness or Injury. [Benefits do not apply when related to [surgery][or] [Physiotherapy].]

[Benefits include the following services when performed in the Physician's office:
- [Surgery.]
- [X-rays.]
- [Laboratory procedures.]
- [Tests and procedures]]

Physician's Visits for preventive care are provided as specified under Preventive Care Services.

16. **Physiotherapy (Outpatient).**
Includes but is not limited to the following rehabilitative services (including Habilitative Services):
- Physical therapy.
- Occupational therapy.
- Cardiac rehabilitation therapy.
- Manipulative treatment.
- Speech therapy. [Other than as provided for Habilitative Services, speech therapy will be paid only for the treatment of speech, language, voice, communication and auditory processing when the disorder results from Injury, trauma, stroke, surgery, cancer, [or] vocal nodules.]

17. **Medical Emergency Expenses (Outpatient).**

Only in connection with a Medical Emergency as defined. Benefits will be paid for the facility charge for use of the emergency room and supplies[.] [and:

- The attending Physician's charges.]
- [X-rays.]
- [Laboratory procedures.]
- [Tests and procedures.]
- [Injections.]

[All other Emergency Services received during the visit will be paid as specified in the Schedule of Benefits.]

18. **Diagnostic X-ray Services (Outpatient).**
[Diagnostic X-rays are only those procedures identified in Physicians' Current Procedural Terminology (CPT) as codes 70000 - 79999 inclusive.] X-ray services for preventive care are provided as specified under Preventive Care Services.

19. **Radiation Therapy (Outpatient).**
See Schedule of Benefits.

20. **Laboratory Procedures (Outpatient).**
[Laboratory Procedures are only those procedures identified in Physicians' Current Procedural Terminology (CPT) as codes 80000 - 89999 inclusive.] Laboratory procedures for preventive care are provided as specified under Preventive Care Services.

21. **Tests and Procedures (Outpatient).**
Tests and procedures are those diagnostic services and medical procedures performed by a Physician but do not include:
- Physician's Visits.
- Physiotherapy.
- X-Rays.
- Laboratory Procedures.

The following therapies will be paid under the Tests and Procedures (Outpatient) benefit:
- Inhalation therapy.
- Infusion therapy.
- Pulmonary therapy.
- Respiratory therapy.

Tests and Procedures for preventive care are provided as specified under Preventive Care Services.

22. **Injections (Outpatient).**
When administered in the Physician's office and charged on the Physician's statement. Immunizations for preventive care are provided as specified under Preventive Care Services.

23. **Chemotherapy (Outpatient).**
See Schedule of Benefits.

24. **Prescription Drugs (Outpatient).**
See Schedule of Benefits.

25. **Ambulance Services.**
See Schedule of Benefits.

26. **Durable Medical Equipment.**
Durable medical equipment must be all of the following:

- Provided or prescribed by a Physician. A written prescription must accompany the claim when submitted.
- Primarily and customarily used to serve a medical purpose.
- Can withstand repeated use.
- Generally is not useful to a person in the absence of Injury or Sickness.
- Not consumable or disposable except as needed for the effective use of covered durable medical equipment.

For the purposes of this benefit, the following are considered durable medical equipment:
- Braces that stabilize an injured body part and braces to treat curvature of the spine.
- External prosthetic devices that replace a limb or body part but does not include any device that is fully implanted into the body.
- Orthotic devices that straighten or change the shape of a body part.

If more than one piece of equipment or device can meet the Insured's functional needs, benefits are available only for the equipment or device that meets the minimum specifications for the Insured's needs. Dental braces are not durable medical equipment and are not covered. [Benefits for durable medical equipment are limited to the initial purchase or one replacement purchase per Policy Year.] No benefits will be paid for rental charges in excess of purchase price.

27. **Consultant Physician Fees.**
Services provided on an Inpatient or outpatient basis.

28. **Dental Treatment.**
Dental treatment when services are performed by a Physician and limited to the following:
- Injury to Sound, Natural Teeth.
- [Removal of impacted[wisdom] teeth.]

[Breaking a tooth while eating is not covered.] [Routine dental care and treatment to the gums are not covered.] Pediatric dental benefits are provided in the Pediatric Dental Services endorsement attached.

Benefits will also be provided for Hospital or facility charges and general anesthesia services in connection with dental procedures if certified by a Physician that a non-dental medical condition requires Hospital Confinement to safeguard the health of the Insured Person. The following non-dental medical conditions may receive these Hospital benefits:
- Brittle diabetes.
- History of a life-endangering heart condition.
- History of uncontrollable bleeding.
- Severe bronchial asthma.
- Children under 10 years of age who require general anesthetic.
- Other non-dental life-endangering conditions that requires Hospital Confinement.

This does not include expenses for the dental procedure.

29. **Mental Illness Treatment.**
Benefits will be paid for services received:
- On an Inpatient basis while confined to a Hospital including partial hospitalization/day treatment received at a Hospital.
- On an outpatient basis including intensive outpatient treatment.

30. **Substance Use Disorder Treatment.**
Benefits will be paid for services received:
- On an Inpatient basis while confined to a Hospital including partial hospitalization/day treatment received at a Hospital.
- On an outpatient basis including intensive outpatient treatment.

31. **Maternity.**
Same as any other Sickness.

Benefits will be paid for an inpatient stay of at least:
- 48 hours following a vaginal delivery.
- 96 hours following a cesarean section delivery.

If the mother agrees, the attending Physician may discharge the mother earlier than these minimum time frames.

32. **Complications of Pregnancy.**
Same as any other Sickness.

33. **Preventive Care Services.**
Medical services that have been demonstrated by clinical evidence to be safe and effective in either the early detection of disease or in the prevention of disease, have been proven to have a beneficial effect on health outcomes and are limited to the following as required under applicable law:

- Evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the *United States Preventive Services Task Force.*
- Immunizations for routine use in children, adolescents, and adults that have in effect a recommendation from the *Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention.*
- With respect to infants, children, and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the *Health Resources and Services Administration.*
- With respect to women, such additional preventive care and screenings provided for in comprehensive guidelines supported by the *Health Resources and Services Administration.*

Benefits defined under the *Health Resources and Service Administration* include the following services:

- BRCA risk assessment testing, genetic testing, and genetic counseling.
- Benefits defined under the *Health Resources and Services Administration,* including:
- At least one form of contraception without cost sharing in each of the methods (currently 18) the FDA has identified for women in its current Birth Control Guide, including clinical services, such as patient education and counseling, needed for provision of the contraceptive method. Contraceptive methods include, but are not limited to, hormonal methods such as oral contraceptives, barrier methods such as prescription diaphragms and implanted devices, and oral medications for emergency contraception. If the Insured's Physician recommends a specific service or FDA-approved item based on Medical Necessity with respect to that Insured, the policy must cover that services without cost sharing.
- Screening and counseling for interpersonal and domestic violence.
- Breastfeeding support and counseling.
- The cost of renting one breast pump per pregnancy in conjunction with childbirth.

Benefits include medically appropriate gender-specific recommended Preventive Care Services as determined by the Insured's Physician, regardless of the Insured's gender assigned at birth, gender identity, or gender of the Insured as otherwise recorded by the Company.

Information about recommended Preventive Care Services may be obtained online at:

[http://www.uspreventiveservicestaskforce.org/Page/Name/uspstf-a-and-b-recommendations/] [and]
[http://www.hrsa.gov/womensguidelines/]

34. **Reconstructive Breast Surgery Following Mastectomy.**
Same as any other Sickness and in connection with a covered mastectomy. See Benefits for Reconstructive Surgery Following Mastectomy.

35. **Diabetes Services.**
Same as any other Sickness in connection with the treatment of diabetes.

Benefits will be paid for Medically Necessary:

- Outpatient self-management training, education and medical nutrition therapy service when ordered by a Physician and provided by appropriately licensed or registered healthcare professionals.
- Prescription Drugs, equipment, and supplies including insulin pumps and supplies, blood glucose monitors, insulin syringes with needles, blood glucose and urine test strips, ketone test strips and tablets and lancets and lancet devices.

36. **[High Cost Procedures.**
The following procedures provided on an outpatient basis:

- CT Scan.
- PET Scan.
- Magnetic Resonance Imaging.]

37. **Home Health Care.**
Services received from a licensed home health agency that are:

- Ordered by a Physician.
- Provided or supervised by a Registered Nurse in the Insured Person's home.
- Pursuant to a home health plan.

Benefits will be paid only when provided on a part-time, intermittent schedule and when skilled care is required. One visit equals up to four hours of skilled care services.

38. **Hospice Care.**
When recommended by a Physician for an Insured Person that is terminally ill with a life expectancy of six months or less. All hospice care must be received from a licensed hospice agency.

Hospice care includes:
- Physical, psychological, social, and spiritual care for the terminally ill Insured.
- Short-term grief counseling for immediate family members while the Insured is receiving hospice care.

39. **Inpatient Rehabilitation Facility.**
Services received while confined as a full-time Inpatient in a licensed Inpatient Rehabilitation Facility. Confinement in the Inpatient Rehabilitation Facility must follow within 24 hours of, and be for the same or related cause(s) as, a period of Hospital Confinement or Skilled Nursing Facility confinement.

40. **Skilled Nursing Facility.**
Services received while confined as an Inpatient in a Skilled Nursing Facility for treatment rendered for one of the following:
- In lieu of Hospital Confinement as a full-time inpatient.
- Within 24 hours following a Hospital Confinement and for the same or related cause(s) as such Hospital Confinement.

41. **Urgent Care Center.**
Benefits are limited to:
- The facility or clinic fee billed by the Urgent Care Center.
- [The attending Physician's charges.]
- [X-rays.]
- [Laboratory procedures.]
- [Tests and procedures.]
- [Injections.]

[All other services rendered during the visit will be paid as specified in the Schedule of Benefits.]

42. **Hospital Outpatient Facility or Clinic.**
Benefits are limited to:
- The facility or clinic fee billed by the Hospital.
- [The attending Physician's charges.]
- [X-rays.]
- [Laboratory procedures.]
- [Tests and procedures.]
- [Injections.]

[All other services rendered during the visit will be paid as specified in the Schedule of Benefits.]

43. **Approved Clinical Trials.**
Routine Patient Care Costs incurred during participation in an Approved Clinical Trial for the treatment of cancer or other Life-threatening Condition. The Insured Person must be clinically eligible for participation in the Approved Clinical Trial according to the trial protocol and either: 1) the referring Physician is a participating health care provider in the trial and has concluded that the Insured's participation would be appropriate; or 2) the Insured provides medical and scientific evidence information establishing that the Insured's participation would be appropriate.

"Routine patient care costs" means Covered Medical Expenses which are typically provided absent a clinical trial and not otherwise excluded under the policy. Routine patient care costs do not include:
- The experimental or investigational item, device or service, itself.

- Items and services provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient.
- A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

"Life-threatening condition" means any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.

"Approved clinical trial" means a phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or condition and is described in any of the following:
- Federally funded trials that meet required conditions.
- The study or investigation is conducted under an investigational new drug application reviewed by the Food and Drug Administration.
- The study or investigation is a drug trial that is exempt from having such an investigational new drug application.

44. **Transplantation Services.**
Same as any other Sickness for organ or tissue transplants when ordered by a Physician. Benefits are available when the transplant meets the definition of a Covered Medical Expense.

Donor costs that are directly related to organ removal are Covered Medical Expenses for which benefits are payable through the Insured organ recipient's coverage under this policy.
No benefits are payable for transplants which are considered an Elective Surgery or Elective Treatment (as defined) and transplants involving permanent mechanical or animal organs.

Travel, lodging expenses, and food costs may be reimbursed based on the Company's guidelines that are available upon request from customer service. Health services connected with the removal of an organ or tissue from an Insured Person for purposes of a transplant to another person are not covered.

45. **Pediatric Dental and Vision Services.**
Benefits are payable as specified in the Pediatric Dental Services and Pediatric Vision Services endorsements attached.

46. **[[Optional] Repatriation [([International] Students Only)].**
If the Insured dies while insured under the policy; benefits will be paid for: 1) preparing; and 2) transporting the remains of the deceased's body to his home country. [This benefit is limited to the maximum benefit specified in the Schedule of Benefits.] [See Schedule of Benefits.] [This optional benefit is subject to payment of the additional premium as specified on the application.]]

47. **[[Optional] Medical Evacuation [([International] Students Only)].**
When Hospital Confined for at least [three - five] consecutive days and when recommended and approved by the attending Physician. Benefits will be paid for the evacuation of the Insured to his home country. [This benefit is limited to the maximum benefit specified in the Schedule of Benefits.] [See Schedule of Benefits.] [This optional benefit is subject to payment of the additional premium as specified on the application.]]

48. **[Accidental Death and Dismemberment.**
The benefits and the maximum amounts are specified in the Schedule of Benefits and endorsement attached hereto, if so noted in the Schedule of Benefits.]

PART [VIII]
MANDATED BENEFITS

BENEFITS FOR MAMMOGRAPHY

If benefits are provided for the surgical procedure known as a mastectomy, benefits will also be provided as for any other Sickness for a mammography subject to all terms and conditions of the policy and according to the following guidelines:

1. One baseline mammogram for any woman who is thirty-five through thirty-nine years of age.
2. A mammogram every 2 years for any woman who is forty through forty-nine years of age, or more frequently if recommended by the woman's physician.
3. A mammogram every year for any woman who is fifty years of age or older.
4. A mammogram for any woman desiring a mammogram for Medical Necessity.

"Mastectomy" means the removal of all or part of the breast for Medically Necessary reasons as determined by a licensed Physician.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the policy.

BENEFITS FOR RECONSTRUCTIVE BREAST SURGERY FOLLOWING MASTECTOMY

Benefits will be paid the same as any other Sickness for reconstructive surgery following a covered mastectomy when the Insured Person elects breast reconstruction in connection with the mastectomy. The coverage shall include the following:

1. Reconstruction of the breast on which the mastectomy was performed;
2. Surgery and reconstruction of the other breast to produce symmetrical appearance;
3. Prostheses; and
4. Treatment of physical complications for all stages of mastectomy including lymphedemas.

Benefits will be provided upon recommendation of a Physician as determined by consultation between the Physician and the patient.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the policy.

PART [IX]
EXCLUSIONS AND LIMITATIONS

No benefits will be paid for: a) loss or expense caused by, contributed to, or resulting from; or b) treatment, services or supplies for, at, or related to any of the following:

1. [Acne[, except as specifically provided in the policy].]

2. [Acupuncture[, except as specifically provided in the policy].]

3. [Addiction, such as:
   - [Caffeine addiction.]
   - [Non-chemical addiction, such as: gambling, sexual, spending, shopping, working and religious.]
   - [Codependency.]]

4. [[Behavioral problems.] [Conceptual handicap.] [Developmental delay or disorder or mental retardation.] [Intensive behavioral therapies, such as applied behavioral analysis.] [Learning disabilities.] [Milieu therapy.] [Parent-child problems.]

   [This exclusion does not apply to the treatment of any Mental Illness or Substance Use Disorder as defined in the policy.]]

5. [Biofeedback[, except as specifically provided in the policy].]

6. [Chronic pain disorders.]

7. [Circumcision.]

8. [Cosmetic procedures, except [as specifically provided in the policy or] reconstructive procedures to:
   - Correct an Injury or treat a Sickness for which benefits are otherwise payable under this policy. The primary result of the procedure is not a changed or improved physical appearance.
   - Treat or correct a Congenital Condition of a covered Dependent child.
   - Treat or correct Congenital Conditions of a Newborn Infant and Adopted Child.]

9. [Custodial Care.
   - Care provided in: rest homes, health resorts, homes for the aged, halfway houses, [college infirmaries] or places mainly for domiciliary or Custodial Care.
   - Extended care in treatment or substance abuse facilities for domiciliary or Custodial Care.]

10. [Dental treatment, except:
    - For accidental Injury to [Sound,] Natural Teeth.
    - As described under Dental Treatment in the policy.
    - [As specifically provided in the Schedule of Benefits.]]

    This exclusion does not apply to benefits specifically provided in Pediatric Dental Services.]

11. [Elective Surgery or Elective Treatment.]

12. Elective abortion, except to preserve the life of the female upon whom the abortion is performed.

13. [Flight in any kind of aircraft, except while riding as a passenger on a regularly scheduled flight of a commercial airline[, or chartered aircraft only while participating in a school sponsored [intercollegiate sport][activity]].]

14. [Foot care for the following[, except as specifically provided in the policy]:
    - [Flat foot conditions.]
    - [Supportive devices for the foot.]
    - [Subluxations of the foot.]

- [Fallen arches.]
- [Weak feet.]
- [Chronic foot strain.]
- [Routine foot care including the care, cutting and removal of [corns,] [calluses,] [toenails,] [and] [bunions (except capsular or bone surgery)].]

This exclusion does not apply to preventive foot care for Insured Persons with diabetes.]

15. [Health spa or similar facilities.] [Strengthening programs.]

16. [[Hearing examinations.] [Hearing aids.] Other treatment for hearing defects and hearing loss. "Hearing defects" means any physical defect of the ear which does or can impair normal hearing, apart from the disease process.

    This exclusion does not apply to:
    - Hearing defects or hearing loss as a result of an infection or Injury.
    - [Benefits specifically provided in the policy.]

17. [Hirsutism.] [Alopecia.]

18. [Hypnosis.]

19. [Immunizations, except as specifically provided in the policy.] [Preventive medicines or vaccines, except where required for treatment of a covered Injury or as specifically provided in the policy.]

20. [Injury caused by, contributed to, or resulting from the [addiction to or] use of:
    - [Alcohol.]
    - [Intoxicants.]
    - [Hallucinogenics.]
    - [Illegal drugs.]
    - Any drugs or medicines that are not taken in the recommended dosage or for the purpose prescribed by the Insured Person's Physician.]

21. [Injury or Sickness for which benefits are paid or payable under any Workers' Compensation or Occupational Disease Law or Act, or similar legislation.]

22. [Injury or Sickness outside the United States and its possessions[, Canada] [or] [Mexico][, except [for a Medical Emergency] when traveling for [academic study abroad programs,] [business,] [or] [pleasure]].]

23. [Injuries occurring during practice or play of curricular or competitive sports activities as a member of the school sponsored sports team.]

24. [Investigational services.]

25. [Lipectomy.]

26. [[Marital] [or] [family] counseling.]

27. [Outpatient Physiotherapy, except when referred by the Student Health Center.]

28. [Participation in a riot or civil disorder. Commission of or attempt to commit a felony. [Fighting.]]

29. [Prescription Drugs, services or supplies as follows[, except as specifically provided in the policy]:
    - [Therapeutic devices or appliances, including: [hypodermic needles,] [syringes,] support garments and other non-medical substances, regardless of intended use, except as specifically provided in the policy.]
    - [Birth control and/or contraceptives, oral or other, whether medication or device[, regardless of intended use;] except as specifically provided in Preventive Care Services[or except as specifically provided in the policy].]

- [Immunization agents, except as specifically provided in the policy.] [Biological sera.] [Blood or blood products administered on an outpatient basis.]
- [Drugs labeled, "Caution - limited by federal law to investigational use" or experimental drugs.]
- [Products used for cosmetic purposes.]
- [Drugs used to treat or cure baldness.] [Anabolic steroids used for body building.]
- [Anorectics - drugs used for the purpose of weight control.]
- [Fertility agents, such as Parlodel, Pergonal, Clomid, Profasi, Metrodin, or Serophene.]
- [Growth hormones, except to treat children with growth failure due to a pituitary disorder.]
- [Refills in excess of the number specified or dispensed after one (1) year of date of the prescription.]]

30. [Reproductive/Infertility services including but not limited to the following[, except as specifically provided in the policy]:
    - [Procreative counseling.]
    - [[Genetic counseling] [and] [genetic testing].]
    - [Cryopreservation of reproductive materials.] [Storage of reproductive materials.]
    - [Fertility tests.]
    - [Infertility treatment (male or female), including any services or supplies rendered for the purpose or with the intent of inducing conception.]
    - [Premarital examinations.]
    - [Impotence, organic or otherwise.]
    - [Female sterilization procedures, except as specifically provided in the policy.]
    - [Vasectomy.]
    - [Reversal of sterilization procedures.]
    - [Sexual reassignment surgery.]]

31. [Research or examinations relating to research studies, or any treatment for which the patient or the patient's representative must sign an informed consent document identifying the treatment in which the patient is to participate as a research study or clinical research study, except as specifically provided in the policy for Approved Clinical Trials.]

32. [[Routine eye examinations.] [Eye refractions.] [Eyeglasses.] [Contact lenses.] [Prescriptions or fitting of eyeglasses or contact lenses.] [Vision correction surgery.] [Treatment for visual defects and problems.]

    This exclusion does not apply as follows:
    - When due to a covered Injury or disease process.
    - To benefits specifically provided in Pediatric Vision Services.
    - [To benefits specifically provided in the policy.]
    - To the first pair of eyeglasses or contact lenses following cataract surgery which must be purchased within 90 days following surgery.]

33. [Routine Newborn Infant Care and well-baby nursery and related Physician charge, except as specifically provided in the policy.]

34. [Preventive care services, except as specifically provided in the policy, including:
    - [Routine physical examinations and routine testing.]
    - [Preventive testing or treatment.]
    - [Screening exams or testing in the absence of Injury or Sickness.]]

35. [Services provided [normally without charge] by the Health Service of the Policyholder.] [Services covered or provided by the student health fee.]

36. [[Skeletal irregularities of one or both jaws, including orthognathia and mandibular retrognathia.] [Temporomandibular joint dysfunction.] [Deviated nasal septum, including submucous resection and/or other surgical correction thereof.] [Nasal and sinus surgery, except for treatment of a covered Injury[or treatment of chronic sinusitis].] [This exclusion does not apply to benefits specifically provided in the policy.]]

37. [Professional participation in the following activities: [Skiing.] [Snowboarding.] [Scuba diving.] [Surfing.] [Roller skating.] [Skateboarding.] [Riding in a rodeo.]]

38. [Professional participation in the following activities: [Skydiving.] [Parachuting.] [Hang gliding.] [Glider flying.] [Parasailing.] [Sail planing.] [Bungee jumping.]]

39. [Sleep disorders[, except as specifically provided in the policy].]

40. [Speech therapy, except as specifically provided in the policy.] [Naturopathic services.]

41. [Stand-alone multi-disciplinary smoking cessation programs. These are programs that usually include health care providers specializing in smoking cessation and may include a psychologist, social worker or other licensed or certified professional.]

42. [Suicide or attempted suicide while sane or insane[(including drug overdose)].] [Intentionally self-inflicted Injury.]

43. [Supplies, except as specifically provided in the policy.]

44. [Surgical breast reduction, breast augmentation, breast implants or breast prosthetic devices, [or gynecomastia,] except as specifically provided in the policy.]

45. [Professional participation in or related to any: Travel in or upon, sitting in or upon, alighting to or from, or working on or around any:
    - [Motorcycle.]
    - [Recreational vehicle including but not limiting to: [two- or three-wheeled motor vehicle,] [four-wheeled all terrain vehicle (ATV),] [jet ski,] [ski cycle,] [or] [snowmobile].]

46. [Treatment in a Government hospital, unless there is a legal obligation for the Insured Person to pay for such treatment.]

47. [War or any act of war, declared or undeclared; or while in the armed forces of any country (a pro-rata premium will be refunded upon request for such period not covered).]

48. [Weight management.] [Weight reduction.] [Nutrition programs.] [Treatment for obesity [(except [surgery for] morbid obesity)].] [Surgery for removal of excess skin or fat.] [This exclusion does not apply to benefits specifically provided in the policy.]

PART [X]
IDAHO DEPARTMENT OF INSURANCE
CONTACT INFORMATION

You may contact the Idaho Department of Insurance at the following address:

Idaho Department of Insurance
Consumer Affairs
700 W. State Street, 3rd Floor
P. O. Box 83720
Boise, ID 87320-0043

Phone: (800) 721-3272 or (208) 334-4250

Website: www.DOI.Idaho.gov

PART IV
SCHEDULE OF BENEFITS
MEDICAL EXPENSE BENEFITS
UNIVERSITY OF IDAHO - STUDENT PLAN
2015-353-1
INJURY AND SICKNESS BENEFITS
METALLIC LEVEL: SILVER

Maximum Benefit	**No Overall Maximum Dollar Limit (Per Insured Person, Per Policy Year)**
Deductible Preferred Providers	**$750 (Per Insured Person, Per Policy Year)**
Deductible Out-of-Network	**$1,500 (Per Insured Person, Per Policy Year)**
Coinsurance Preferred Providers	**70% except as noted below**
Coinsurance Out-of-Network	**50% except as noted below**
Out-of-Pocket Maximum Preferred Providers	**$6,350 (Per Insured Person, Per Policy Year)**
Out-of-Pocket Maximum Out-of-Network	**$20,000 (Per Insured Person, Per Policy Year)**

The Preferred Providers for this plan are First Choice in the states of Idaho, Washington and Montana and PHCS outside of those states.

If care is received from a Preferred Provider any Covered Medical Expenses will be paid at the Preferred Provider level of benefits. If the Covered Medical Expense is incurred for Emergency Services when due to a Medical Emergency, benefits will be paid at the Preferred Provider level of benefits. Covered Medical Expense incurred at a Preferred Provider facility by an Out-of-Network Provider will be paid at the Preferred Provider level of benefits. In all other situations, reduced or lower benefits will be provided when an Out-of-Network provider is used.

Out-of-Pocket Maximum: After the Out-of-Pocket Maximum has been satisfied, Covered Medical Expenses will be paid at 100% for the remainder of the Policy Year subject to any benefit maximums or limits that may apply. Any applicable Copays or Deductibles will be applied to the Out-of-Pocket Maximum. Services that are not Covered Medical Expenses and the amount benefits are reduced for failing to comply with policy provisions or requirements do not count toward meeting the Out-of-Pocket Maximum.

Note: No benefits will be provided for treatment of non-cystic acne.

Copays and Per Service Deductibles: All Copays and per service Deductibles specified in the Schedule of Benefits are in addition to the Policy Deductible, except as specifically noted.

The benefits payable are as defined in and subject to all provisions of this policy and any endorsements thereto. Benefits are calculated on a Policy Year basis unless otherwise specifically stated. When benefit limits apply, benefits will be paid up to the maximum benefit for each service as scheduled below. All benefit maximums are combined Preferred Provider and Out-of-Network unless otherwise specifically stated.

Inpatient	Preferred Provider	Out-of-Network Provider
Room & Board Expense:	Preferred Allowance $150 Copay per Hospital Confinement	Usual and Customary Charges $150 Deductible per Hospital Confinement
Intensive Care:	Preferred Allowance $150 Copay per Hospital Confinement	Usual and Customary Charges $150 Deductible per Hospital Confinement
Hospital Miscellaneous Expenses:	Preferred Allowance	Usual and Customary Charges
Routine Newborn Care:	Paid as any other Sickness	Paid as any other Sickness

Inpatient	Preferred Provider	Out-of-Network Provider
Surgery:	Preferred Allowance	Usual and Customary Charges
(If two or more procedures are performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed 50% of the second procedure and 50% of all subsequent procedures.)		
Assistant Surgeon Fees:	Preferred Allowance	Usual and Customary Charges
Anesthetist Services:	Preferred Allowance	Usual and Customary Charges
Registered Nurse's Services:	Preferred Allowance	Usual and Customary Charges
Physician's Visits:	Preferred Allowance	Usual and Customary Charges
Pre-admission Testing:	Preferred Allowance	Usual and Customary Charges
(Pre-admission testing must occur within 7 days prior to admission.)		

Outpatient	Preferred Provider	Out-of-Network Provider
Surgery:	Preferred Allowance	Usual and Customary Charges
(If two or more procedures are performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed 50% of the second procedure and 50% of all subsequent procedures.)		
Day Surgery Miscellaneous:	Preferred Allowance $150 Copay per date of service	Usual and Customary Charges $150 Deductible per date of service
(Day Surgery Miscellaneous charges are based on the Outpatient Surgical Facility Charge Index.)		
Assistant Surgeon Fees:	Preferred Allowance	Usual and Customary Charges
Anesthetist Services:	Preferred Allowance	Usual and Customary Charges
Physician's Visits:	Preferred Allowance	Usual and Customary Charges
(Includes coverage for travel immunizations.)		
Physiotherapy:	Preferred Allowance	Usual and Customary Charges
(Review of Medical Necessity will be performed after 12 visits per Injury or Sickness.) (Benefits are payable for Acupuncture under this benefit.)		
Medical Emergency Expenses:	70% of Preferred Allowance $150 Copay per visit	70% of Usual and Customary Charges $150 Deductible per visit
(Treatment must be rendered within 72 hours from the time of Injury or first onset of Sickness.) (The Copay/per visit Deductible will be waived if admitted to the Hospital.) (The Copay/per visit Deductible is in lieu of Policy Deductible.)		
Diagnostic X-ray Services:	Preferred Allowance	Usual and Customary Charges
Radiation Therapy:	Preferred Allowance	Usual and Customary Charges
Laboratory Procedures:	Preferred Allowance	Usual and Customary Charges
Tests & Procedures:	Preferred Allowance	Usual and Customary Charges
Injections:	Preferred Allowance	Usual and Customary Charges
Chemotherapy:	Preferred Allowance	Usual and Customary Charges
Prescription Drugs: *(Oral vaccines for typhoid are covered.)*	Magellan Rx Management $20 Copay per prescription for generic drugs $50 Copay per prescription for formulary drugs $100 Copay per prescription for non-formulary drugs up to a 30 day supply per prescription *(Mail order is available through Magellan RX Management for up to a 90 day supply at 3 times the 31 day supply retail Copay.)* If a retail Magellan RX Management pharmacy agrees to the same rates, terms and requirements associated with dispensing a 90 day supply, then up to a consecutive 90 day supply of a Prescription Drug at 3 times the copay that applies to a 31 day supply per prescription.	Usual and Customary Charges

Other	Preferred Provider	Out-of-Network Provider
Ambulance Services:	Preferred Allowance	70% of Usual and Customary Charges
Durable Medical Equipment:	Preferred Allowance	Usual and Customary Charges
(Benefits include prosthetic devices.)		
Consultant Physician Fees:	Preferred Allowance	Usual and Customary Charges
Dental Treatment:	70% of Usual and Customary Charges	70% of Usual and Customary Charges
(Benefits paid on Injury to Sound, Natural Teeth only.)		
Mental Illness Treatment:	Paid as any other Sickness	Paid as any other Sickness
Substance Use Disorder Treatment:	Paid as any other Sickness	Paid as any other Sickness
Maternity:	Paid as any other Sickness	Paid as any other Sickness
Complications of Pregnancy:	Paid as any other Sickness	Paid as any other Sickness
Preventive Care Services:	100% of Preferred Allowance	Usual and Customary Charges
(No Deductible, Copays or Coinsurance will be applied when the services are received from a Preferred Provider.)		
Reconstructive Breast Surgery Following Mastectomy:	Paid as any other Sickness	Paid as any other Sickness
(See Benefits for Reconstructive Breast Surgery Following Mastectomy)		
Diabetes Services:	Paid as any other Sickness	Paid as any other Sickness
High Cost Procedures:	Preferred Allowance $200 Copay per procedure	Usual and Customary Charges $200 Deductible per procedure
Home Health Care:	Preferred Allowance	Usual and Customary Charges
Hospice Care:	Preferred Allowance	Usual and Customary Charges
Inpatient Rehabilitation Facility:	Preferred Allowance	Usual and Customary Charges
Skilled Nursing Facility:	Preferred Allowance	Usual and Customary Charges
Urgent Care Center:	Preferred Allowance	Usual and Customary Charges
Hospital Outpatient Facility or Clinic:	Preferred Allowance	Usual and Customary Charges
Approved Clinical Trials:	Paid as any other Sickness	Paid as any other Sickness
Transplantation Services:	Paid as any other Sickness	Paid as any other Sickness
***Pediatric Dental and Vision Services:**	See endorsements attached for Pediatric Dental and Vision Services benefits	
Sleep Disorders:	Paid as any other Sickness	Paid as any other Sickness
(Testing, treatment and Durable Medical Equipment are covered.)		
Repatriation:	Benefits provided by UnitedHealthcare Global	Benefits provided by UnitedHealthcare Global
Medical Evacuation:	Benefits provided by UnitedHealthcare Global	Benefits provided by UnitedHealthcare Global

SHC Referral Required: Yes ( ) No (X) **Continuation Permitted:** Yes ( ) No (X)

( ) 52 Week Benefit Period or ( ) Extension of Benefits

Pre Admission Notification: Yes ( ) No (X)

Other Insurance: (X) *Coordination of Benefits ( ) Primary Insurance

*If benefit is designated, see endorsement attached.

PART IV
SCHEDULE OF BENEFITS
MEDICAL EXPENSE BENEFITS
UNIVERSITY OF IDAHO – INTERNATIONAL STUDENTS
2015-353-4
INJURY AND SICKNESS BENEFITS
METALLIC LEVEL: SILVER

Maximum Benefit	**No Overall Maximum Dollar Limit (Per Insured Person, Per Policy Year)**
Deductible Preferred Providers	**$500 (Per Insured Person, Per Policy Year)**
Deductible Out-of-Network	**$1,000 (Per Insured Person, Per Policy Year)**
Coinsurance Preferred Providers	**75% except as noted below**
Coinsurance Out-of-Network	**50% except as noted below**
Out-of-Pocket Maximum Preferred Providers	**$6,350 (Per Insured Person, Per Policy Year)**
Out-of-Pocket Maximum Out-of-Network	**$20,000 (Per Insured Person, Per Policy Year)**

The Preferred Providers for this plan are First Choice in the states of Idaho, Washington and Montana and PHCS outside of those states.

If care is received from a Preferred Provider any Covered Medical Expenses will be paid at the Preferred Provider level of benefits. If the Covered Medical Expense is incurred for Emergency Services when due to a Medical Emergency, benefits will be paid at the Preferred Provider level of benefits. Covered Medical Expense incurred at a Preferred Provider facility by an Out-of-Network Provider will be paid at the Preferred Provider level of benefits. In all other situations, reduced or lower benefits will be provided when an Out-of-Network provider is used.

Out-of-Pocket Maximum: After the Out-of-Pocket Maximum has been satisfied, Covered Medical Expenses will be paid at 100% for the remainder of the Policy Year subject to any benefit maximums or limits that may apply. Any applicable Copays or Deductibles will be applied to the Out-of-Pocket Maximum. Services that are not Covered Medical Expenses and the amount benefits are reduced for failing to comply with policy provisions or requirements do not count toward meeting the Out-of-Pocket Maximum.

Note: No benefits will be provided for treatment of non-cystic acne.

Copays and Per Service Deductibles: All Copays and per service Deductibles specified in the Schedule of Benefits are in addition to the Policy Deductible, except as specifically noted.

The benefits payable are as defined in and subject to all provisions of this policy and any endorsements thereto. Benefits are calculated on a Policy Year basis unless otherwise specifically stated. When benefit limits apply, benefits will be paid up to the maximum benefit for each service as scheduled below. All benefit maximums are combined Preferred Provider and Out-of-Network unless otherwise specifically stated.

Inpatient	Preferred Provider	Out-of-Network Provider
Room & Board Expense:	Preferred Allowance	Usual and Customary Charges
	$150 Copay per Hospital Confinement	$150 Deductible per Hospital Confinement
Intensive Care:	Preferred Allowance	Usual and Customary Charges
	$150 Copay per Hospital Confinement	$150 Deductible per Hospital Confinement
Hospital Miscellaneous Expenses:	Preferred Allowance	Usual and Customary Charges
Routine Newborn Care:	Paid as any other Sickness	Paid as any other Sickness

Inpatient	Preferred Provider	Out-of-Network Provider
Surgery:	Preferred Allowance	Usual and Customary Charges
(If two or more procedures are performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed 50% of the second procedure and 50% of all subsequent procedures.)		
Assistant Surgeon Fees:	Preferred Allowance	Usual and Customary Charges
Anesthetist Services:	Preferred Allowance	Usual and Customary Charges
Registered Nurse's Services:	Preferred Allowance	Usual and Customary Charges
Physician's Visits:	Preferred Allowance	Usual and Customary Charges
Pre-admission Testing:	Preferred Allowance	Usual and Customary Charges
(Pre-admission testing must occur within 7 days prior to admission.)		

Outpatient	Preferred Provider	Out-of-Network Provider
Surgery:	Preferred Allowance	Usual and Customary Charges
(If two or more procedures are performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed 50% of the second procedure and 50% of all subsequent procedures.)		
Day Surgery Miscellaneous:	Preferred Allowance $150 Copay per date of service	Usual and Customary Charges $150 Deductible per date of service
(Day Surgery Miscellaneous charges are based on the Outpatient Surgical Facility Charge Index.)		
Assistant Surgeon Fees:	Preferred Allowance	Usual and Customary Charges
Anesthetist Services:	Preferred Allowance	Usual and Customary Charges
Physician's Visits:	Preferred Allowance	Usual and Customary Charges
(Includes coverage for travel immunizations.)		
Physiotherapy:	Preferred Allowance	Usual and Customary Charges
(Review of Medical Necessity will be performed after 12 visits per Injury or Sickness.) (Benefits are payable for Acupuncture under this benefit.)		
Medical Emergency Expenses:	75% of Preferred Allowance $150 Copay per visit	75% of Usual and Customary Charges $150 Deductible per visit
(Treatment must be rendered within 72 hours from the time of Injury or first onset of Sickness.) (The Copay/per visit Deductible will be waived if admitted to the Hospital.) (The Copay/per visit Deductible is in lieu of Policy Deductible.)		
Diagnostic X-ray Services:	Preferred Allowance	Usual and Customary Charges
Radiation Therapy:	Preferred Allowance	Usual and Customary Charges
Laboratory Procedures:	Preferred Allowance	Usual and Customary Charges
Tests & Procedures:	Preferred Allowance	Usual and Customary Charges
Injections:	Preferred Allowance	Usual and Customary Charges
Chemotherapy:	Preferred Allowance	Usual and Customary Charges
Prescription Drugs: *(Oral vaccines for typhoid are covered.)*	Magellan Rx Management $30 Copay per prescription for generic drugs $60 Copay per prescription for formulary drugs $100 Copay per prescription for non-formulary drugs up to a 30 day supply per prescription *(Mail order is available through Magellan RX Management for up to a 90 day supply at 3 times the 31 day supply retail Copay.)* If a retail Magellan RX Management pharmacy agrees to the same rates, terms and requirements associated with dispensing a 90 day supply, then up to a consecutive 90 day supply of a Prescription Drug at 3 times the copay that applies to a 31 day supply per prescription.	Usual and Customary Charges

Other	Preferred Provider	Out-of-Network Provider
Ambulance Services:	Preferred Allowance	75% of Usual and Customary Charges
Durable Medical Equipment: *(Benefits include prosthetic devices.)*	Preferred Allowance	Usual and Customary Charges
Consultant Physician Fees:	Preferred Allowance	Usual and Customary Charges
Dental Treatment: *(Benefits paid on Injury to Sound, Natural Teeth only.)*	75% of Usual and Customary Charges	75% of Usual and Customary Charges
Mental Illness Treatment:	Paid as any other Sickness	Paid as any other Sickness
Substance Use Disorder Treatment:	Paid as any other Sickness	Paid as any other Sickness
Maternity:	Paid as any other Sickness	Paid as any other Sickness
Complications of Pregnancy:	Paid as any other Sickness	Paid as any other Sickness
Preventive Care Services: *(No Deductible, Copays or Coinsurance will be applied when the services are received from a Preferred Provider.)*	100% of Preferred Allowance	Usual and Customary Charges
Reconstructive Breast Surgery Following Mastectomy: *(See Benefits for Reconstructive Breast Surgery Following Mastectomy)*	Paid as any other Sickness	Paid as any other Sickness
Diabetes Services:	Paid as any other Sickness	Paid as any other Sickness
High Cost Procedures:	Preferred Allowance $200 Copay per procedure	Usual and Customary Charges $200 Deductible per procedure
Home Health Care:	Preferred Allowance	Usual and Customary Charges
Hospice Care:	Preferred Allowance	Usual and Customary Charges
Inpatient Rehabilitation Facility:	Preferred Allowance	Usual and Customary Charges
Skilled Nursing Facility:	Preferred Allowance	Usual and Customary Charges
Urgent Care Center:	Preferred Allowance	Usual and Customary Charges
Hospital Outpatient Facility or Clinic:	Preferred Allowance	Usual and Customary Charges
Approved Clinical Trials:	Paid as any other Sickness	Paid as any other Sickness
Transplantation Services:	Paid as any other Sickness	Paid as any other Sickness
***Pediatric Dental and Vision Services:**	See endorsements attached for Pediatric Dental and Vision Services benefits	See endorsements attached for Pediatric Dental and Vision Services benefits
Sleep Disorders: *(Testing, treatment and Durable Medical Equipment are covered.)*	Paid as any other Sickness	Paid as any other Sickness
Repatriation:	Benefits provided by UnitedHealthcare Global	Benefits provided by UnitedHealthcare Global
Medical Evacuation:	Benefits provided by UnitedHealthcare Global	Benefits provided by UnitedHealthcare Global

SHC Referral Required: Yes ( ) No (X) **Continuation Permitted:** Yes ( ) No (X)

( ) 52 Week Benefit Period or ( ) Extension of Benefits

Pre Admission Notification: Yes ( ) No (X)

Other Insurance: (X) *Coordination of Benefits ( ) Primary Insurance

*If benefit is designated, see endorsement attached.

UNITED HEALTHCARE INSURANCE COMPANY

POLICY ENDORSEMENT

It is hereby understood and agreed that the policy to which this endorsement is attached is amended as follows:

COORDINATION OF BENEFITS PROVISION

Definitions

(1) **Allowable Expenses:** Any health care expense, including Coinsurance, or Copays and without reduction for any applicable Deductible that is covered in full or in part by any of the Plans covering the Insured Person. If a Plan is advised by an Insured Person that all Plans covering the Insured Person are high-deductible health plans and the Insured Person intends to contribute to a health savings account established in accordance with section 223 of the Internal Revenue Code of 1986, the primary high-deductible health plan's deductible is not an allowable expense, except for any health care expense incurred that may not be subject to the deductible as described in s 223(c)(2)(C) of the Internal Revenue Code of 1986. If a Plan provides benefits in the form of services, the reasonable cash value of each service is considered an allowable expense and a benefit paid. An expense or service or a portion of an expense or service that is not covered by any of the plans is not an allowable expense. Any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging an Insured Person is not an allowable expense. Expenses that are not allowable include all of the following.

(a) The difference between the cost of a semi-private hospital room and a private hospital room, unless one of the Plans provides coverage for private hospital rooms.
(b) For Plans that compute benefit payments on the basis of usual and customary fees or relative value schedule reimbursement or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specified benefit.
(c) For Plans that provide benefits or services on the basis of negotiated fees, any amount in excess of the highest of the negotiated fees.
(d) If one Plan calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement or other similar reimbursement methodology and another Plan calculates its benefits or services on the basis of negotiated fees, the Primary Plan's payment arrangement shall be the Allowable Expense for all Plans. However, if the provider has contracted with the Secondary Plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the Primary Plan's payment arrangement and if the provider's contract permits, that negotiated fee or payment shall be the allowable expense used by the Secondary Plan to determine its benefits.

The amount of any benefit reduction by the Primary Plan because an Insured Person has failed to comply with the Plan provisions is not an Allowable Expense. Examples of these types of Plan provisions include second surgical opinions, precertification of admission, and preferred provider arrangements.

(2) **Plan:** A form of coverage with which coordination is allowed.

Plan includes all of the following:
(a) Group and nongroup insurance contracts and subscriber contracts.
(b) Uninsured arrangements of group or group-type coverage.
(c) Group and nongroup coverage through closed panel plans.
(d) Group-type contracts, including blanket contracts.
(e) The medical care components of long-term care contracts, such as skilled nursing care.
(f) The medical benefits coverage in automobile no fault and traditional automobile fault type contracts.

(g) Medicare or other governmental benefits, as permitted by law, except for Medicare supplement coverage. That part of the definition of plan may be limited to the hospital, medical, and surgical benefits of the governmental program.

Plan does not include any of the following:
(a) Hospital indemnity coverage benefits or other fixed indemnity coverage.
(b) Accident only coverage.
(c) Limited benefit health coverage as defined by state law.
(d) Specified disease or specified accident coverage.
(e) School accident-type coverages that cover students for accidents only, including athletic injuries, either on a twenty four hour basis or on a "to and from school" basis;
(f) Benefits provided in long term care insurance policies for non-medical services, for example, personal care, adult day care, homemaker services, assistance with activities of daily living, respite care, and custodial care or for contracts that pay a fixed daily benefit without regard to expenses incurred or the receipt of services.
(g) Medicare supplement policies.
(h) State Plans under Medicaid.
(i) A governmental plan, which, by law, provides benefits that are in excess of those of any private insurance plan or other nongovernmental plan.

(3) **Primary Plan:** A Plan whose benefits for a person's health care coverage must be determined without taking the existence of any other Plan into consideration. A Plan is a primary plan if: 1) the Plan either has no order of benefit determination rules or its rules differ from those outlined in this Coordination of Benefits Provision; or 2) all Plans that cover the Insured Person use the order of benefit determination rules and under those rules the Plan determines its benefits first.

(4) **Secondary Plan:** A Plan that is not the Primary Plan.

(5) **We, Us or Our:** The Company named in the policy to which this endorsement is attached.

Rules for Coordination of Benefits - When an Insured Person is covered by two or more Plans, the rules for determining the order of benefit payments are outlined below.

The Primary Plan pays or provides its benefits according to its terms of coverage and without regard to the benefits under any other Plan.

If an Insured is covered by more than one Secondary Plan, the Order of Benefit Determination rules in this provision shall decide the order in which the Secondary Plan's benefits are determined in relation to each other. Each Secondary Plan shall take into consideration the benefits of the Primary Plan or Plans and the benefits of any other Plans, which has its benefits determined before those of that Secondary Plan.

A Plan that does not contain a coordination of benefits provision that is consistent with this provision is always primary unless the provisions of both Plans state that the complying Plan is primary. This does not apply to coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the Plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base plan hospital and surgical benefits, and insurance type coverages that are written in connection with a closed panel plan to provide out of network benefits.

If the Primary Plan is a closed panel plan and the Secondary Plan is not a closed panel plan, the Secondary Plan shall pay or provide benefits as if it were the Primary Plan when an Insured Person uses a non-panel provider, except for emergency services or authorized referrals that are paid or provided by the Primary Plan.

A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.

Order of Benefit Determination - Each Plan determines its order of benefits using the first of the following rules that apply:

(1) Non-Dependent/Dependent. The benefits of the Plan which covers the person as an employee, member or subscriber are determined before those of the Plan which covers the person as a Dependent. If the person is a Medicare beneficiary, and, as a result of the provisions of Title XVII of the Social Security Act and implementing regulations, Medicare is both (i) secondary to the plan covering the person as a dependent; and (ii) primary to the plan covering the person as other than a dependent, then the order of benefit is reversed. The plan covering the person as an employee, member, subscriber, policyholder or retiree is the secondary plan and the other plan covering the person as a dependent is the primary plan.

(2) Dependent Child/Parents Married or Living Together. When this Plan and another Plan cover the same child as a Dependent of different persons, called "parents" who are married or are living together whether or not they have ever been married:
   (a) the benefits of the Plan of the parent whose birthday falls earlier in a year exclusive of year of birth are determined before those of the Plan of the parent whose birthday falls later in that year.
   (b) However, if both parents have the same birthday, the benefits of the Plan which covered the parent longer are determined before those of the Plan which covered the other parent for a shorter period of time.

(3) Dependent Child/Parents Divorced, Separated or Not Living Together. If two or more Plans cover a person as a Dependent child of parents who are divorced or separated or are not living together, whether or not they have ever been married, benefits for the child are determined in this order:

If the specific terms of a court decree state that one of the parents is responsible for the health care services or expenses of the child and that Plan has actual knowledge of those terms, that Plan is Primary. If the parent with financial responsibility has no coverage for the child's health care services or expenses, but that parent's spouse does, the spouse's Plan is Primary. This item shall not apply with respect to any Plan year during which benefits are paid or provided before the entity has actual knowledge of the court decree provision.

If a court decree states that both parents are responsible for the child's health care expenses or coverage, the order of benefit shall be determined in accordance with part (2).

If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or coverage of the child, the order of benefits shall be determined in accordance with the rules in part (2).

If there is no court decree allocating responsibility for the child's health care expenses or coverage, the order of benefits are as follows:

(a) First, the Plan of the parent with custody of the child.
(b) Then Plan of the spouse of the parent with the custody of the child.
(c) The Plan of the parent not having custody of the child.
(d) Finally, the Plan of the spouse of the parent not having custody of the child.

(4) Dependent Child/Non-Parental Coverage. If a Dependent child is covered under more than one Plan of individuals who are not the parents of the child, the order of benefits shall be determined, as applicable, as if those individuals were parents of the child.

(5) Active/Inactive Employee. The benefits of a Plan which covers a person as an employee who is neither laid off nor retired (or as that employee's Dependent) are determined before those of a Plan which covers that person as a laid off or retired employee (or as that employee's Dependent). If the other Plan does not have this rule, and if, as a result, the Plans do not agree on the order of benefits, this rule is ignored.

(6) COBRA or State Continuation Coverage. If a person whose coverage is provided under COBRA or under a right of continuation pursuant to federal or state law also is covered under another Plan, the following shall be the order of benefit determination:

(a) First, the benefits of a Plan covering the person as an employee, member or subscriber or as that person's Dependent.
(b) Second, the benefits under the COBRA or continuation coverage.
(c) If the other Plan does not have the rule described here and if, as a result, the Plans do not agree on the order of benefits, this rule is ignored.

(7) Longer/Shorter Length of Coverage. If none of the above rules determines the order of benefits, the benefits of the Plan which covered an employee, member or subscriber longer are determined before those of the Plan which covered that person for the shorter time.

If none of the provisions stated above determine the Primary Plan, the Allowable Expenses shall be shared equally between the Plans.

Effect on Benefits - When Our Plan is secondary, We may reduce Our benefits so that the total benefits paid or provided by all Plans during a plan year are not more than the total Allowable Expenses. In determining the amount to be paid for any claim, the Secondary plan will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to the Allowable Expense under its Plan that is unpaid by the Primary Plan. The Secondary Plan may then reduce its payment by the amount so that, when combined with the amount paid by the Primary Plan, the total benefits paid or provided by all Plans for the claim do not exceed the total Allowable Expense for that claim. In addition, the Secondary Plan shall credit to its Plan Deductible any amounts it would have credited to its Deductible in the absence of other health care coverage.

Right to Recovery and Release of Necessary Information - For the purpose of determining applicability of and implementing the terms of this Provision, We may, without further consent or notice, release to or obtain from any other insurance company or organization any information, with respect to any person, necessary for such purposes. Any person claiming benefits under Our coverage shall give Us the information We need to implement this Provision. We will give notice of this exchange of claim and benefit information to the Insured Person when any claim is filed.

Facility of Payment and Recovery - Whenever payments which should have been made under our Coverage have been made under any other Plans, We shall have the right to pay over to any organizations that made such other payments, any amounts that are needed in order to satisfy the intent of this Provision. Any amounts so paid will be deemed to be benefits paid under Our coverage. To the extent of such payments, We will be fully discharged from Our liability.

Whenever We have made payments with respect to Allowable Expenses in total amount at any time, which are more than the maximum amount of payment needed at that time to satisfy the intent of this Provision, We may recover such excess payments. Such excess payments may be received from among one or more of the following, as We determine: any persons to or for or with respect to whom such payments were made, any other insurers, service plans or any other organizations.

President

This endorsement takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.

UNITED HEALTHCARE INSURANCE COMPANY

POLICY RIDER

In consideration of the premium charged, it is hereby understood and agreed that the policy to which this rider is attached is amended as follows:

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Loss of Life, Limb or Sight

If such Injury shall independently of all other causes and within [90 - 365] days from the date of Injury solely result in any one of the following specific losses, the Insured Person or beneficiary may request the Company to pay the applicable amount below in addition to payment under the "Medical Expense Benefits" provisions..

For Loss Of:

[Life	$[500 - 25,000.00]
Both Hands, Both Feet, or Sight of Both Eyes	$[500 – 25,000.00]
One Hand [and] One Foot	$[500 - 25,000.00]
Either One Hand or One Foot and Sight of One Eye	$[500 - 25,000.00]
One Hand or One Foot or Sight of One Eye	$[500 - 25,000.00]
[Entire Thumb and Index Finger of Either Hand	$[500 - 25,000.00]]

Loss shall mean with regard to hands and feet, dismemberment by severance at or above the wrist or ankle joint; with regard to eyes, entire and irrecoverable loss of sight. Only one specific loss (the greater) resulting from any one Injury will be paid.]

[Life	$[500 - 25,000.00]
Two or More Members	$[500 - 25,000.00]
One Member	$[500 - 25,000.00]
[Thumb or Index Finger	$[500 - 25,000.00]]

Member means hand, arm, foot, leg, or eye. Loss shall mean with regard to hands or arms and feet or legs, dismemberment by severance at or above the wrist or ankle joint; with regard to eyes, entire and irrecoverable loss of sight. Only one specific loss (the greater) resulting from any one Injury will be paid.

President

This rider takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.

COL-14-ID END (6B)

UNITED HEALTHCARE INSURANCE COMPANY

POLICY RIDER

In consideration of the premium charged, it is hereby understood and agreed that the policy to which this rider is attached is amended as follows:

[ACCIDENTAL] DEATH BENEFIT

If an accidental Injury should independently of all other causes [and within [90 - 365] days from the date of Injury solely] result in the loss of the Insured's life, [or if a covered Sickness should result in the loss of the Insured's life,] the Insured's beneficiary may request the Company to pay $[500 – 25,000] in addition to payment under any "Medical Expense Benefit" provision.

President

This rider takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.

COL-14-ID END (6E)

UNITED HEALTHCARE INSURANCE COMPANY

POLICY ENDORSEMENT

It is hereby understood and agreed that the policy to which this endorsement is attached is amended as follows:

PRE-ADMISSION NOTIFICATION

[The Monitoring Company] should be notified of all Hospital Confinements prior to admission.

1. **PRE-NOTIFICATION OF MEDICAL NON-EMERGENCY HOSPITALIZATIONS:** The patient, Physician or Hospital should telephone [1-877-295-0720] at least five working days prior to the planned admission.

2. **NOTIFICATION OF MEDICAL EMERGENCY ADMISSIONS:** The patient, patient's representative, Physician or Hospital should telephone [1-877-295-0720] within two working days of the admission, or as soon as reasonably possible, to provide notification of any admission due to Medical Emergency.

[The Monitoring Company] is open for Pre-Admission Notification calls from [8:00] a.m. to [6:00] p.m. [C.S.T.], Monday through Friday. Calls may be left on the Customer Service Department's voice mail after hours by calling [1-877-295-0720].

IMPORTANT: Failure to follow the notification procedures will not affect benefits otherwise payable under the policy; however, pre- notification is not a guarantee that benefits will be paid.

President

This endorsement takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.

COL-14-ID END (7)

UNITED HEALTHCARE INSURANCE COMPANY

POLICY ENDORSEMENT

It is hereby understood and agreed that the policy to which this endorsement is attached is amended as follows:

[STUDENT HEALTH CENTER (SHC)] [UNIVERSITY HEALTH SERVICE (UHS)] REFERRAL REQUIRED
[STUDENTS ONLY]
[OUTPATIENT SERVICES ONLY]

The student [and Spouse[/Dependents]] [must] [should] use the services of the [Health Center] first where [outpatient] treatment will be administered or referral issued. Expenses incurred for medical treatment rendered outside of the [Student Health Center] for which no prior approval or referral is obtained [are excluded from coverage] [will be subject to [an additional] [a] $[25 - 500] Deductible] [will be paid at [50 – 90]% of the benefits otherwise payable under the Schedule of Benefits]. A referral issued by the [SHC] must accompany the claim when submitted. Only one referral is required for each Injury or Sickness per Policy Year.

A [SHC] referral for outside care is not necessary only under any of the following conditions:

1. Medical Emergency. [The student must return to [SHC] for necessary follow-up care.].

[2. When the [Student Health Center] is closed.]

[3. When service is rendered at another facility during break or vacation periods.]

[4. Medical care received when the student is more than [10 -50] miles from campus.]

[5. Medical care obtained when a student is no longer able to use the [SHC] due to a change in student status.]

[6.] Maternity, obstetrical and gynecological care.

[7. [Mental Illness treatment] [and] [Substance Use Disorder treatment].]

[Dependents [Dependent children] are not eligible to use the [SHC]; and therefore, are exempt from the above limitations and requirements.]

President

This endorsement takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.

COL-14-ID END (9A)

UNITED HEALTHCARE INSURANCE COMPANY

POLICY ENDORSEMENT

It is hereby understood and agreed that the policy to which this endorsement is attached is amended as follows:

|STUDENT HEALTH CENTER (SHC)| |UNIVERSITY HEALTH SERVICE (UHS)| REFERRAL REQUIRED
|PHYSICIAN'S VISITS|

Insurance benefits for [Physician's Visits] are provided only upon referral by the [Student Health Center]. Expenses incurred for ["Physician's Visits"] for which no prior approval or referral is obtained [are excluded from coverage] [will be subject to [an additional] [a] $[25 - 500] Deductible] [will be paid at [50 – 90]% of the benefits otherwise payable under the Schedule of Benefits]. A referral issued by the [SHC] must accompany the claim when submitted. Only one referral is required for each Injury or Sickness per Policy Year.

A [SHC] referral is not necessary only under any of the following conditions:

1. Medical Emergency. [The student must return to [SHC] for necessary follow-up care.]

[2. When the [Student Health Center] is closed.]

[3. When service is rendered at another facility during break or vacation periods.]

[4. Medical care received when the student is more than [10 – 50] miles from campus.]

[5. Medical care obtained when a student is no longer able to use the [SHC] due to a change in student status.]

[6.] Maternity, obstetrical and gynecological care.

[7. [Mental Illness treatment] [and] [Substance Use Disorder treatment].]

[Dependents [Dependent children] are not eligible to use the [SHC]; and therefore, are exempt from the above limitations and requirements.]

President

This endorsement takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.

COL-14-ID END (9B)

UNITED HEALTHCARE INSURANCE COMPANY

POLICY ENDORSEMENT

It is hereby understood and agreed that the policy to which this endorsement is attached is amended as follows:

[STUDENT HEALTH CENTER (SHC)] [UNIVERSITY HEALTH SERVICE (UHS)] REFERRAL REQUIRED
[STUDENTS ONLY]

The student [and Spouse[/Dependents]] should use the services of the [Health Center] first where treatment will be administered or referral issued. Expenses incurred for medical treatment rendered outside of the [Student Health Center] for which no prior approval or referral is obtained will be paid at the Out-of-Network level of benefits as specified in the Schedule of Benefits. A referral issued by the [SHC] must accompany the claim when submitted. Only one referral is required for each Injury or Sickness per Policy Year.

A [SHC] referral for outside care is not necessary only under any of the following conditions.

1. Medical Emergency. [The student must return to [SHC] for necessary follow-up care.]
[2. When the [Student Health Center] is closed.]

[3. When service is rendered at another facility during break or vacation periods.]

[4. Medical care received when the student is more than [10 – 50] miles from campus.]

[5. Medical care obtained when a student is no longer able to use the [SHC] due to a change in student status.]

[6.] Maternity, obstetrical and gynecological care.

[7. [Mental Illness treatment] [and] [Substance Use Disorder treatment].]

[Dependents [Dependent children] are not eligible to use the [SHC]; and therefore, are exempt from the above limitations and requirements.]

President

This endorsement takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.

COL-14-ID END (9D)

UNITED HEALTHCARE INSURANCE COMPANY

POLICY RIDER

In consideration of the premium charged, it is hereby understood and agreed that the policy to which this rider is attached is amended as follows:

DENTAL BENEFITS

Benefits will be paid for the following specific procedures. Payment will not exceed [the maximum amount specified for each procedure]

[E]

[E] = Any dental procedure or service listed in the "Code for Most Frequently Reported Dental Procedures" published by the Journal of the American Dental Association

President

This rider takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.

COL-14-ID END (12)

UNITED HEALTHCARE INSURANCE COMPANY

POLICY RIDER

In consideration of the premium charged, it is hereby understood and agreed that the policy to which this rider is attached is amended as follows:

STUDENT HEALTH CENTER
[ROUTINE FOOT CARE TREATMENT]
(Any service or treatment listed in the policy "Exclusions and Limitations")

Benefits will be paid for [routine foot care including the care, cutting, and removal of [corns,] [calluses,] [toenails,] and [bunions]] provided that [[the surgery is performed] [the treatment is rendered] at [the Student Health Center]] [or] [the Insured obtains a referral from the Student Health Center for outside treatment]. [The referral issued by the Student Health Center must accompany the claim when submitted.]



President

This rider takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.

COL-14-ID END (14)

UNITED HEALTHCARE INSURANCE COMPANY

POLICY ENDORSEMENT

It is hereby understood and agreed that the policy to which this endorsement is attached is amended as follows:

CONTINUATION PRIVILEGE

All Insured Persons who have been continuously insured under the school's regular student policy for at least [3 - 12] [consecutive months][one semester] [or] [one quarter] and who no longer meet the Eligibility requirements under the Policy are eligible to continue their coverage for a period of not more than [[30 - 90] days] [[3 – 6] months] under the school's policy in effect. If an Insured Person is still eligible for continuation at the beginning of the next Policy Year, the Insured must purchase coverage under the new policy as chosen by the school. Coverage under the new policy is subject to the rates and benefits selected by the school for that Policy Year.

President

This endorsement takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.

COL-14-ID END (16)

UNITED HEALTHCARE INSURANCE COMPANY

POLICY RIDER

In consideration of the premium charged, it is hereby understood and agreed that the policy to which this rider is attached is amended as follows:

[UnitedHealthcare Pharmacy (UHCP)] Prescription Drug Benefits

Benefits are available for Prescription Drug Products at a Network Pharmacy as specified in the policy Schedule of Benefits subject to all terms of the policy and the provisions, definitions and exclusions specified in this rider.

Copayment and/or Coinsurance Amount

For Prescription Drug Products at a retail Network Pharmacy, Insured Persons are responsible for paying the lower of:

- The applicable Copayment and/or Coinsurance; or
- The Network Pharmacy's Usual and Customary Fee for the Prescription Drug Product.

[For Prescription Drug Products from a mail order Network Pharmacy, Insured Persons are responsible for paying the lower of:

- The applicable Copayment and/or Coinsurance; or
- The Prescription Drug Cost for that Prescription Drug Product.]

Supply Limits

Benefits for Prescription Drug Products are subject to supply limits as written by the Physician and the supply limits that are stated in the Schedule of Benefits. For a single Copayment and/or Coinsurance, the Insured may receive a Prescription Drug Product up to the stated supply limit.

When a Prescription Drug Product is packaged or designed to deliver in a manner that provides more than a consecutive 31-day supply, the Copayment and/or Coinsurance that applies will reflect the number of days dispensed.

[When a Prescription Drug Product is dispensed from a Mail Order Network Pharmacy, the Prescription Drug Product is subject to the supply limit stated in the Schedule of Benefits, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits.]

Note: Some products are subject to additional supply limits based on criteria that the Company has developed, subject to its periodic review and modification. The limit may restrict the amount dispensed per Prescription Order or Refill and/or the amount dispensed per month's supply or may require that a minimum amount be dispensed.

The Insured may determine whether a Prescription Drug Product has been assigned a maximum quantity level for dispensing [through the Internet at [www.uhcsr.com]] [or] by calling *Customer Service* at [the telephone number on the Insured's ID card] [1-855-828-7716].

If a Brand-name Drug Becomes Available as a Generic

If a Generic becomes available for a Brand-name Prescription Drug Product, the tier placement of the Brand-name Prescription Drug may change, and therefore the Copayment and/or Coinsurance may change [and an Ancillary Charge may apply]. The Insured will pay the Copayment and/or Coinsurance applicable for the tier to which the Prescription Drug is assigned.

[Ancillary Charge

An Ancillary Charge may apply when a covered Prescription Drug Product is dispensed at the Insured Person's [or the Physician's] request and there is another drug that is chemically the same available at a lower tier. When the Insured chooses the higher tiered drug of the two, the Insured will pay the difference between the higher tiered drug and the lower tiered drug in addition to the Copayment and/or Coinsurance that applies to the [lower tiered drug] [higher tier drug].]

Specialty Prescription Drug Products

Benefits are provided for Specialty Prescription Drug Products [as specified in the policy Schedule of Benefits].
If the Insured requires Specialty Prescription Drug Products, the Company may direct the Insured to a Designated Pharmacy with whom the Company has an arrangement to provide those Specialty Prescription Drug Products.

If the Insured is directed to a Designated Pharmacy and chooses not to obtain their Specialty Prescription Drug Product from a Designated Pharmacy, the Insured will be responsible for the entire cost of the Prescription Drug Product.
Please see the Definitions Section for a full description of Specialty Prescription Drug Product and Designated Pharmacy.
The following supply limits apply to Specialty Prescription Drug Products.

As written by the Physician, up to a consecutive 31 day supply of a Specialty Prescription Drug Product, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits.

When a Specialty Prescription Drug Product is packaged or designed to deliver in a manner that provides more than a consecutive 31 day supply, the Copayment and/or Coinsurance that applies will reflect the number of days dispensed.
Supply limits apply to Specialty Prescription Drug Products obtained at a Network Pharmacy[,] [mail-order Pharmacy] [or] [a Designated Pharmacy].

[Designated Pharmacies

If the Insured requires certain Prescription Drug Products[, including, but not limited to, Specialty Prescription Drug Products,] the Company may direct the Insured to a Designated Pharmacy with whom the Company has an arrangement to provide those Prescription Drug Products.

If the Insured is directed to a Designated Pharmacy and chooses not to obtain their Prescription Drug Product from a Designated Pharmacy, the Insured will be responsible for the entire cost of the Prescription Drug Product.]

[Notification Requirements

Before certain Prescription Drug Products are dispensed at a Network Pharmacy, either the Insured's Physician, Insured's pharmacist or the Insured is required to notify the Company or our designee. The reason for notifying the Company is to determine whether the Prescription Drug Product, in accordance with our approved guidelines, is each of the following:

- It meets the definition of a Covered Medical Expense.
- It is not an Experimental or Investigational or Unproven Service.

If the Company is not notified before the Prescription Drug Product is dispensed, the Insured may pay more for that Prescription Order or Refill. The Prescription Drugs requiring notification are subject to Company periodic review and modification. The Insured may determine whether a particular Prescription Drug requires notification through the Internet at [www.uhcsr.com] or by calling *Customer Service* at [the telephone number on the Insured's ID card] [1-855-828-7716].

If the Company is not notified before the Prescription Drug Product is dispensed, the Insured can ask the Company to consider reimbursement after the Insured receives the Prescription Drug Product. The Insured will be required to pay for the Prescription Drug Product at the pharmacy.

When the Insured submits a claim on this basis, the Insured may pay more because they did not notify the Company before the Prescription Drug Product was dispensed. The amount the Insured is reimbursed will be based on the Prescription Drug Cost, less the required Copayment and/or Coinsurance[, Ancillary Charge] and any Deductible that applies.

Benefits may not be available for the Prescription Drug Product after the Company reviews the documentation provided and determines that the Prescription Drug Product is not a Covered Medical Expense or it is an Experimental or Investigational or Unproven Service.]

[Step Therapy

Certain Prescription Drug Products for which benefits are provided are subject to step therapy requirements. This means that in order to receive benefits for such Prescription Drug Products an Insured is required to use a different Prescription Drug Product(s) first.

The Insured may determine whether a particular Prescription Drug Product is subject to step therapy requirements through the Internet at [www.uhcsr.com] or by calling *Customer Service* at [the telephone number on the Insured's ID card] [1-855-828-7716].]

[Limitation on Selection of Pharmacies

[If the Company determines that an Insured Person may be using Prescription Drug Products in a harmful or abusive manner, or with harmful frequency, the Insured Person's selection of Network Pharmacies may be limited. If this happens, the Company may require the Insured to select a single Network Pharmacy that will provide and coordinate all future pharmacy services. Benefits will be paid only if the Insured uses the designated single Network Pharmacy. If the Insured does not make a selection within 31 days of the date the Company notifies the Insured, the Company will select a single Network Pharmacy for the Insured.]

Coverage Policies and Guidelines

The Company's Prescription Drug List ("PDL") Management Committee is authorized to make tier placement changes on its behalf. The PDL Management Committee makes the final classification of an FDA-approved Prescription Drug Product to a certain tier by considering a number of factors including, but not limited to, clinical and economic factors. Clinical factors may include, but are not limited to, evaluations of the place in therapy, relative safety or relative efficacy of the Prescription Drug Product, as well as whether supply limits or notification requirements should apply. Economic factors may include, but are not limited to, the Prescription Drug Product's acquisition cost including, but not limited to, available rebates and assessments on the cost effectiveness of the Prescription Drug Product.

Some Prescription Drug Products are more cost effective for specific indications as compared to others, therefore; a Prescription Drug may be listed on multiple tiers according to the indication for which the Prescription Drug Product was prescribed.

The Company may periodically change the placement of a Prescription Drug Product among the tiers. These changes generally will occur quarterly, but no more than six times per calendar year. These changes may occur without prior notice to the Insured.

When considering a Prescription Drug Product for tier placement, the PDL Management Committee reviews clinical and economic factors regarding Insured Persons as a general population. Whether a particular Prescription Drug Product is appropriate for an individual Insured Person is a determination that is made by the Insured Person and the prescribing Physician.

NOTE: The tier status of a Prescription Drug Product may change periodically based on the process described above. As a result of such changes, the Insured may be required to pay more or less for that Prescription Drug Product. Please access [www.uhcsr.com] through the Internet or call *Customer Service* [at the telephone number on the Insured's ID card] [1-855-828-7716] for the most up-to-date tier status.

Rebates and Other Payments

The Company may receive rebates for certain drugs included on the Prescription Drug List. The Company does not pass these rebates on to the Insured Person, nor are they [applied to the Insured's Deductible or] taken into account in determining the Insured's Copayments and/or Coinsurance.

The Company, and a number of its affiliated entities, conducts business with various pharmaceutical manufacturers separate and apart from this Prescription Drug Rider. Such business may include, but is not limited to, data collection, consulting, educational grants and research. Amounts received from pharmaceutical manufacturers pursuant to such arrangements are not related to this Prescription Drug Benefit. The Company is not required to pass on to the Insured, and does not pass on to the Insured, such amounts.

Definitions

[**Ancillary Charge** means a charge, in addition to the Copayment and/or Coinsurance, that the Insured is required to pay when a covered Prescription Drug Product is dispensed at the Insured's [or the Physician's] request, when a Chemically Equivalent Prescription Drug Product is available on a lower tier. For Prescription Drug Products from Network Pharmacies, the Ancillary Charge is calculated as the difference between the Prescription Drug Cost or MAC list price for Network Pharmacies for the Prescription Drug Product on the higher tier, and the Prescription Drug Cost or MAC list price of the Chemically Equivalent Prescription Drug Product available on the lower tier.]

Brand-name means a Prescription Drug: (1) which is manufactured and marketed under a trademark or name by a specific drug manufacturer; or (2) that the Company identifies as a Brand-name product, based on available data resources including, but not limited to, First DataBank, that classify drugs as either brand or generic based on a number of factors. The Insured should know that all products identified as a "brand name" by the manufacturer, pharmacy, or an Insured's Physician may not be classified as Brand-name by the Company.

[**Chemically Equivalent** means when Prescription Drug Products contain the same active ingredient.]

[**Designated Pharmacy** means a pharmacy that has entered into an agreement with the Company or with an organization contracting on the Company's behalf, to provide specific Prescription Drug Products[, including, but not limited to, Specialty Prescription Drug Products]. The fact that a pharmacy is a Network Pharmacy does not mean that it is a Designated Pharmacy.]

[**Experimental or Investigational Services** means medical, surgical, diagnostic, psychiatric, substance abuse or other health care services, technologies, supplies, treatments, procedures, drug therapies or devices that, at the time the Company makes a determination regarding coverage in a particular case, are determined to be any of the following:

1) Not approved by the U.S. Food and Drug Administration (FDA) to be lawfully marketed for the proposed use and not identified in the American Hospital Formulary Service or the United States Pharmacopoeia Dispensing Information as appropriate for the proposed use.
2) Subject to review and approval by any institutional review board for the proposed use. (Devices which are FDA approved under the *Humanitarian Use Device* exemption are not considered to be Experimental or Investigational.
3) The subject of an ongoing clinical trial that meets the definition of a Phase 1, 2 or 3 clinical trial set forth in the FDA regulations, regardless of whether the trial is actually subject to FDA oversight.

Exceptions:

1) Clinical trials for which benefits are specifically provided for in the policy.

2) If the Insured is not a participant in a qualifying clinical trial as specifically provided for in the policy, and has an Injury or Sickness that is likely to cause death within one year of the request for treatment) the Company may, in its discretion, consider an otherwise Experimental or Investigational Service to be a Covered Medical Expense for that Injury or Sickness. Prior to such a consideration, the Company must first establish that there is sufficient evidence to conclude that, albeit unproven, the service has significant potential as an effective treatment for that Sickness or Injury.]

[**Unproven Services** means services that are not consistent with conclusions of prevailing medical research which demonstrate that the health service has a beneficial effect on health outcomes and that are not based on trials that meet either of the following designs.

1) Well-conducted randomized controlled trials. (Two or more treatments are compared to each other, and the patient is not allowed to choose which treatment is received.)
2) Well-conducted cohort studies. (Patients who receive study treatment are compared to a group of patients who receive standard therapy. The comparison group must be nearly identical to the study treatment group.)

Decisions about whether to cover new technologies, procedures and treatments will be consistent with conclusions of prevailing medical research, based on well-conducted randomized trials or cohort studies, as described.

If the Insured has a life-threatening Injury or Sickness (one that is likely to cause death within one year of the request for treatment) the Company may, in its discretion, consider an otherwise Unproven Service to be a Covered Medical Expense for that Injury or Sickness. Prior to such a consideration, the Company must first establish that there is sufficient evidence to conclude that, albeit unproven, the service has significant potential as an effective treatment for that Sickness or Injury.]

Generic means a Prescription Drug Product: (1) that is Chemically Equivalent to a Brand-name drug; or (2) that the Company identifies as a Generic product based on available data resources including, but not limited to, First DataBank, that classify drugs as either brand or generic based on a number of factors. The Insured should know that all products identified as a "generic" by the manufacturer, pharmacy or Insured's Physician may not be classified as a Generic by the Company.

[**Maximum Allowable Cost (MAC) List** means a list of Generic Prescription Drug Products that will be covered at a price level that the Company establishes. This list is subject to the Company's periodic review and modification.]

Network Pharmacy means a pharmacy that has:

- Entered into an agreement with the Company or an organization contracting on our behalf to provide Prescription Drug Products to Insured Persons.
- Agreed to accept specified reimbursement rates for dispensing Prescription Drug Products.
- Been designated by the Company as a Network Pharmacy.

New Prescription Drug Product means a Prescription Drug Product or new dosage form of a previously approved Prescription Drug Product, for the period of time starting on the date the Prescription Drug Product or new dosage form is approved by the U.S. Food and Drug Administration (FDA) and ending on the earlier of the following dates:

- The date it is assigned to a tier by our PDL Management Committee.
- December 31st of the following calendar year.

Prescription Drug or Prescription Drug Product means a medication, product or device that has been approved by the U.S. Food and Drug Administration and that can, under federal or state law, be dispensed only pursuant to a Prescription Order or Refill. A Prescription Drug Product includes a medication that, due to its characteristics, is appropriate for self-administration or administration by a non-skilled caregiver. For the purpose of the benefits under the policy, this definition includes insulin.

Prescription Drug Cost means the rate the Company has agreed to pay the Network Pharmacies, including a dispensing fee and any applicable sales tax, for a Prescription Drug Product dispensed at a Network Pharmacy.

Prescription Drug List means a list that categorizes into tiers medications, products or devices that have been approved by the U.S. Food and Drug Administration. This list is subject to the Company's periodic review and modification (generally quarterly, but no more than six times per calendar year). The Insured may determine to which tier a particular Prescription Drug Product has been assigned through the Internet at [www.uhcsr.com] or call *Customer Service* [at the telephone number on the Insured's ID card] [1-855-828-7716].

Prescription Drug List Management Committee means the committee that the Company designates for, among other responsibilities, classifying Prescription Drugs into specific tiers.

[**Specialty Prescription Drug Product** means Prescription Drug Products that are generally high cost, self-injectable biotechnology drugs used to treat patients with certain illnesses. Insured Persons may access a complete list of Specialty Prescription Drug Products through the Internet at [www.uhcsr.com] or call *Customer Service* [at the telephone number on the Insured's ID card] [1-855-828-7716].]

[**Therapeutically Equivalent** means when Prescription Drugs can be expected to produce essentially the same therapeutic outcome and toxicity.]

Usual and Customary Fee means the usual fee that a pharmacy charges individuals for a Prescription Drug Product without reference to reimbursement to the pharmacy by third parties. The Usual and Customary Fee includes a dispensing fee and any applicable sales tax.

Additional Exclusions

In addition to the policy Exclusions and Limitations, the following Exclusions apply:

1. Coverage for Prescription Drug Products for the amount dispensed (days' supply or quantity limit) which exceeds the supply limit.

2. [Coverage for Prescription Drug Products for the amount dispensed (days' supply or quantity limit) which is less than the minimum supply limit.]

3. [Experimental or Investigational Services or Unproven Services and medications; medications used for experimental indications and/or dosage regimens determined by the Company to be experimental, investigational or unproven.]

4. [Prescription Drug Products, including New Prescription Drug Products or new dosage forms, that the Company determines do not meet the definition of a Covered Medical Expense.]

5. [Certain New Prescription Drug Products and/or new dosage forms until the date they are reviewed and assigned to a tier by our PDL Management Committee.]

6. [Compounded drugs that do not contain at least one ingredient that has been approved by the U.S. Food and Drug Administration and requires a Prescription Order or Refill. Compounded drugs that are available as a similar commercially available Prescription Drug Product. (Compounded drugs that contain at least one ingredient that requires a Prescription Order or Refill are assigned to Tier-[2] [3] [4].)] [Any prescription medication that must be compounded into its final form by the dispensing pharmacist, Physician, or other health care provider.]

7. [Drugs available over-the-counter that do not require a Prescription Order or Refill by federal or state law before being dispensed, unless the Company has designated the over-the counter medication as eligible for coverage as if it were a Prescription Drug Product and it is obtained with a Prescription Order or Refill from a Physician. Prescription Drug Products that are available in over-the-counter form or comprised of components that are available in over-the-counter form or equivalent. Certain Prescription Drug Products that the Company has determined are Therapeutically Equivalent to an over-the-counter drug. Such determinations may be made up to six times during a calendar year, and the Company may decide at any time to reinstate Benefits for a Prescription Drug Product that was previously excluded under this provision.]

8. [Any product for which the primary use is a source of nutrition, nutritional supplements, or dietary management of disease, even when used for the treatment of Sickness or Injury[, except as required by state mandate].]

9. [A Prescription Drug Product that contains (an) active ingredient(s) available in and Therapeutically Equivalent to another covered Prescription Drug Product.]

10. [A Prescription Drug Product that contains (an) active ingredient(s) which is (are) a modified version of and Therapeutically Equivalent to another covered Prescription Drug Product.]

President

This rider takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.

COL-14-ID END (RX) [7]

UNITED HEALTHCARE INSURANCE COMPANY

POLICY RIDER

In consideration of the premium charged, it is hereby understood and agreed that the policy to which this rider is attached is amended as follows:

Pediatric Dental Services Benefits

Benefits are provided under this rider for Covered Dental Services, as described below, for Insured Persons under the age of [19-21]. Benefits under this rider terminate on the earlier of: 1) [date] [last day of the month] [last day of the Policy Year] the Insured Person reaches the age of [19 – 21]; or 2) the date the Insured Person's coverage under the policy terminates.

Section 1: Accessing Pediatric Dental Services

Network and Non-Network Benefits

Network Benefits - these benefits apply when the Insured Person chooses to obtain Covered Dental Services from a Network Dental Provider. Insured Persons generally are required to pay less to the Network Dental Provider than they would pay for services from a non-Network provider. Network Benefits are determined based on the contracted fee for each Covered Dental Service. In no event, will the Insured Person be required to pay a Network Dental Provider an amount for a Covered Dental Service in excess of the contracted fee.

In order for Covered Dental Services to be paid as Network Benefits, the Insured must obtain all Covered Dental Services directly from or through a Network Dental Provider.

Insured Persons must always verify the participation status of a provider prior to seeking services. From time to time, the participation status of a provider may change. Participation status can be verified by calling the Company and/or the provider. If necessary, the Company can provide assistance in referring the Insured Person to a Network Dental Provider.

The Company will make a Directory of Network Dental Providers available to the Insured Person. The Insured Person can also call Customer Service at [877-816-3596] to determine which providers participate in the Network. The telephone number for Customer Service is also on the Insured's ID card.

Non-Network Benefits - these Benefits apply when Covered Dental Services are obtained from non-Network Dental Providers. Insured Persons generally are required to pay more to the provider than for Network Benefits. Non-Network Benefits are determined based on the Usual and Customary Fee for similarly situated Network Dental Providers for each Covered Dental Service. The actual charge made by a non-Network Dental Provider for a Covered Dental Service may exceed the Usual and Customary Fee. As a result, an Insured Person may be required to pay a non-Network Dental Provider an amount for a Covered Dental Service in excess of the Usual and Customary Fee. In addition, when Covered Dental Services are obtained from non-Network Dental Providers, the Insured must file a claim with the Company to be reimbursed for Eligible Dental Expenses.

Covered Dental Services

Benefits are eligible for Covered Dental Services listed in this rider if such Dental Services are Necessary and are provided by or under the direction of a Network Dental Provider.

Benefits are available only for Necessary Dental Services. The fact that a Dental Provider has performed or prescribed a procedure or treatment, or the fact that it may be the only available treatment for a dental disease, does not mean that the procedure or treatment is a Covered Dental Service under this rider.

Pre-Treatment Estimate

If the charge for a Dental Service is expected to exceed $300 or if a dental exam reveals the need for fixed bridgework, the Insured Person may notify the Company of such treatment before treatment begins and receive a pre-treatment estimate. To receive a pre-treatment estimate, the Insured Person or Dental Provider should send a notice to the Company, via claim form, within 20 calendar days of the exam. If requested, the Dental Provider must provide the Company with dental x-rays, study models or other information necessary to evaluate the treatment plan for purposes of benefit determination.

The Company will determine if the proposed treatment is a Covered Dental Service and will estimate the amount of payment. The estimate of benefits payable will be sent to the Dental Provider and will be subject to all terms, conditions and provisions of the policy. Clinical situations that can be effectively treated by a less costly, clinically acceptable alternative procedure will be assigned a benefit based on the less costly procedure.

A pre-treatment estimate of benefits is not an agreement to pay for expenses. This procedure lets the Insured Person know in advance approximately what portion of the expenses will be considered for payment.

[Pre-Authorization

Pre-authorization is required for all orthodontic services. The Insured Person should speak to the Dental Provider about obtaining a pre-authorization before Dental Services are rendered. If the Insured Person does not obtain a pre-authorization, the Company has a right to deny the claim for failure to comply with this requirement.

If a treatment plan is not submitted, the Insured Person will be responsible for payment of any dental treatment not approved by the Company. Clinical situations that can be effectively treated by a less costly, clinically acceptable alternative procedure will be assigned a Benefit based on the less costly procedure.]

Section 2: Benefits for Pediatric Dental Services

Benefits are provided for the Dental Services stated in this Section when such services are:

A. Necessary.

B. Provided by or under the direction of a Dental Provider.

C. Clinical situations that can be effectively treated by a less costly, dental appropriate alternative procedure will be assigned a Benefit based on the least costly procedure.

D. Not excluded as described in Section 3: Pediatric Dental Services exclusions of this rider.

[Benefits for Covered Dental Services are subject to satisfaction of the Dental Services Deductible.]

Network Benefits:

Benefits for Eligible Dental Expenses are determined as a percentage of the negotiated contract fee between the Company and the provider rather than a percentage of the provider's billed charge. The Company's negotiated rate with the provider is ordinarily lower than the provider's billed charge.

A Network provider cannot charge the Insured Person or the Company for any service or supply that is not Necessary as determined by the Company. If the Insured Person agrees to receive a service or supply that is not Necessary, the Network provider may charge the Insured. However, these charges will not be considered Covered Dental Services and benefits will not be payable.

Non-Network Benefits:

Benefits for Eligible Dental Expenses from non-Network providers are determined as a percentage of Usual and Customary Fees. The Insured Person must pay the amount by which the non-Network provider's billed charge exceeds the Eligible Dental Expense.

[Policy Deductible

Benefits for pediatric Dental Services provided under this rider are subject to the Deductible stated in the policy Schedule of Benefits.]

[Dental Services Deductible

Benefits for pediatric Dental Services provided under this rider are not subject to the policy Deductible stated in the policy *Schedule of Benefits*. Instead, benefits for pediatric Dental Services are subject to a separate Dental Services

Deductible. [For Network Benefits, the Dental Services Deductible per Policy Year is [$0 -$2,000] per Insured Person[, not to exceed [$0 - 4,000] for all Insured Persons in a family]. For Non-Network Benefits, the Dental Services Deductible per Policy Year is [$0 -$2,000] per Insured Person[, not to exceed [$0 - 4,000] for all Insured Persons in a family].] [For any combination of Network and Non-Network Benefits, the Dental Services Deductible per Policy Year is [$0 -$2,000] per Insured Person[, not to exceed [$0 - 4,000] for all Insured Persons in a family].

[The Dental Services Deductible does not apply to Diagnostic Services and/or Preventive Services.]]

Benefits

[Dental Services Deductibles are calculated on a Policy Year basis.]

When Benefit limits apply, the limit stated refers to any combination of Network Benefits and Non-Network Benefits unless otherwise specifically stated.

Benefit limits are calculated on a Policy Year basis unless otherwise specifically stated.

Benefit Description

Benefit Description and Limitations	**Network Benefits** **Benefits are shown as a percentage of Eligible Dental Expenses.**	**Non-Network Benefits** **Benefits are shown as a percentage of Eligible Dental Expenses.**
Diagnostic Services - [(Not subject to payment of the [Dental Services] Deductible.)]		
Intraoral Bitewing Radiographs (Bitewing X-ray) Limited to 1 set of films every 6 months.	[[50 – 100]%] [100% after a Copayment of $[1 - 100]]	[[50 – 100]%]
Panorex Radiographs (Full Jaw X-ray) or Complete Series Radiographs (Full Set of X-rays) Limited to 1 film every 60 months.	[[50 – 100]%] [100% after a Copayment of $[1 - 100]]	[[50 – 100]%]
Periodic Oral Evaluation (Check up Exam) Limited to 1 every 6 months. Covered as a separate Benefit only if no other service was done during the visit other than X-rays.	[[50 – 100]%] [100% after a Copayment of $[1 - 100]]	[[50 – 100]%]
Preventive Services - [(Not subject to payment of the [Dental Services] Deductible.)]		
Dental Prophylaxis (Cleanings) Limited to 1 every 6 months.	[[50 – 100]%] [100% after a Copayment of $[1 - 100]]	[[50 – 100]%]
Fluoride Treatments Limited to 2 treatments per 12 months. Treatment should be done in conjunction with dental prophylaxis.	[[50 – 100]%] [100% after a Copayment of $[1 - 100]]	[[50 – 100]%]
Sealants (Protective Coating) Limited to one sealant per tooth every 36 months.	[[50 – 100]%] [100% after a Copayment of $[1 - 100]]	[[50 – 100]%]
[Space Maintainers -][([Subject] [Not subject] to payment of the [Dental Services] Deductible.)]		

Benefit Description and Limitations	Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.	Non-Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.
Space Maintainers Limited to one per 60 months. Benefit includes all adjustments within 6 months of installation.	[[50 – 100]%] [100% after a Copayment of $[1 - 100]]	[[50 - 80]%]
Minor Restorative Services, Endodontics, Periodontics and Oral Surgery - [(Subject to payment of the [Dental Services] Deductible.)]		
Amalgam Restorations (Silver Fillings) Multiple restorations on one surface will be treated as a single filling.	[[50 - 80]%] [100% after a Copayment of $[1 - 300]]	[[50 - 80]%]
Composite Resin Restorations (Tooth Colored Fillings) For anterior (front) teeth only.	[[50 - 80]%] [100% after a Copayment of $[1 - 300]]	[[50 - 80]%]
Periodontal Surgery (Gum Surgery) Limited to one quadrant or site per 36 months per surgical area.	[[50 - 80]%] [100% after a Copayment of $[1 - 300]]	[[50 - 80]%]
Scaling and Root Planing (Deep Cleanings) Limited to once per quadrant per 24 months.	[[50 - 80]%] [100% after a Copayment of $[1 - 300]]	[[50 - 80]%]
Periodontal Maintenance (Gum Maintenance) Limited to 4 times per 12 month period following active and adjunctive periodontal therapy, within the prior 24 months, exclusive of gross debridement.	[[50 - 80]%] [100% after a Copayment of $[1 - 300]]	[[50 - 80]%]
Endodontics (root canal therapy) performed on anterior teeth, bicuspids, and molars Limited to once per tooth per lifetime. Endodontic Surgery	[[50 - 80]%] [100% after a Copayment of $[1 - 800]]	[[50 - 80]%]
Simple Extractions (Simple tooth removal) Limited to 1 time per tooth per lifetime.	[[50 - 80]%] [100% after a Copayment of $[1 - 300]]	[[50 - 80]%]
Oral Surgery, including Surgical Extraction	[[50 - 80]%] [100% after a Copayment of $[1 - 300]]	[[50 - 80]%]
Adjunctive Services - [(Subject to payment of the [Dental Services] Deductible.)]		

Benefit Description and Limitations	Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.	Non-Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.
General Services (including Emergency Treatment of dental pain) Covered as a separate Benefit only if no other service was done during the visit other than X-rays.General anesthesia is covered when clinically necessary.	[[50 - 80]%] [100% after a Copayment of $[1 - 300]]	[[50 - 80]%]
Occlusal guards for Insureds age 13 and older Limited to one guard every 12 months.	[[50 - 80]%] [100% after a Copayment of $[1 - 300]]	[[50 - 80]%]
Major Restorative Services - [(Subject to payment of the [Dental Services] Deductible.)]		
Inlays/Onlays/Crowns (Partial to Full Crowns) Limited to once per tooth per 60 months. Covered only when silver fillings cannot restore the tooth.	[[50 - 80]%] [100% after a Copayment of $[1 - 800]]	[[50 - 80]%]
Fixed Prosthetics (Bridges) Limited to once per tooth per 60 months. Covered only when a filling cannot restore the tooth.	[[50 - 80]%] [100% after a Copayment of $[1 - 800]]	[[50 - 80]%]
Removable Prosthetics (Full or partial dentures) Limited to one per consecutive60 months. No additional allowances for precision or semi-precision attachments.	[[50 - 80]%] [100% after a Copayment of $[1 - 800]]	[[50 - 80]%]
Relining and Rebasing Dentures Limited to relining/rebasing performed more than 6 months after the initial insertion. Limited to once per 36 months.	[[50 - 80]%] [100% after a Copayment of $[1 - 800]]	[[50 - 80]%]
Repairs or Adjustments to Full Dentures, Partial Dentures, Bridges, or Crowns Limited to repairs or adjustments performed more than 12 months after the initial insertion. Limited to one per 24 months.	[[50 - 80]%] [100% after a Copayment of $[1 - 800]]	[[50 - 80]%]
Implants [(Subject to payment of the [Dental Services] Deductible.)]		
Implant Placement Limited to once per 60 months.	[[50 - 100]%] [100% after a Copayment of $[1 -	[[50 - 80]%]

Benefit Description and Limitations	Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.	Non-Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.
	800]]	
Implant Supported Prosthetics Limited to once per 60 months.	[[50 - 100]%] [100% after a Copayment of $[1 - 800]]	[[50 - 80]%]
Implant Maintenance Procedures Includes removal of prosthesis, cleansing of prosthesis and abutments and reinsertion of prosthesis. Limited to once per 60 months.	[[50 - 100]%] [100% after a Copayment of $[1 - 800]]	[[50 - 80]%]
Repair Implant Supported Prosthesis by Report Limited to once per 60 months.	[[50 - 100]%] [100% after a Copayment of $[1 - 800]]	[[50 - 80]%]
Abutment Supported Crown (Titanium) or Retainer Crown for FPD - Titanium Limited to once per 60 months.	[[50 - 100]%] [100% after a Copayment of $[1 - 800]]	[[50 - 80]%]
Repair Implant Abutment by Support Limited to once per 60 months.	[[50 - 100]%] [100% after a Copayment of $[1 - 800]]	[[50 - 80]%]
Radiographic/Surgical Implant Index by Report Limited to once per 60 months.	[[50 - 100]%] [100% after a Copayment of $[1 - 800]]	[[50 - 80]%]
MEDICALLY NECESSARY ORTHODONTICS - [(Subject to payment of the [Dental Services] Deductible.)]		
Benefits for comprehensive orthodontic treatment are approved by the Company, only in those instances that are related to an identifiable syndrome such as cleft lip and or palate, Crouzon's syndrome, Treacher-Collins syndrome, Pierre-Robin syndrome, hemi-facial atrophy, hemi-facial hypertrophy; or other severe craniofacial deformities which result in a physically handicapping malocclusion as determined by the Company's dental consultants. Benefits are not available for comprehensive orthodontic treatment for crowded dentitions (crooked teeth), excessive spacing between teeth, temporomandibular joint (TMJ) conditions and/or having horizontal/vertical (overjet/overbite) discrepancies. [All orthodontic treatment must be prior authorized.]		
[Orthodontic Services] [Services or supplies furnished by a Dental Provider in order to diagnose or correct misalignment of the teeth or the bite. Benefits are available only when the service or supply is determined to be medically necessary.]	[[0% - 100]%]	[[0% - 100]%]

Section 3: Pediatric Dental Exclusions

The following Exclusions are in addition to those listed in the EXCLUSIONS AND LIMITATIONS of the policy.

Except as may be specifically provided under Section 2: Benefits for Covered Dental Services, benefits are not provided under this rider for the following:

1. Any Dental Service or Procedure not listed as a Covered Dental Service in Section 2: Benefits for Covered Dental Services.
2. Dental Services that are not Necessary.
3. Hospitalization or other facility charges.
4. Any Dental Procedure performed solely for cosmetic/aesthetic reasons. (Cosmetic procedures are those procedures that improve physical appearance.)
5. Reconstructive surgery, regardless of whether or not the surgery is incidental to a dental disease, Injury, or Congenital Condition, when the primary purpose is to improve physiological functioning of the involved part of the body.
6. Any Dental Procedure not directly associated with dental disease.
7. Any Dental Procedure not performed in a dental setting.
8. Procedures that are considered to be Experimental or Investigational or Unproven Services. This includes pharmacological regimens not accepted by the *American Dental Association (ADA) Council on Dental Therapeutics*. The fact that an Experimental, or Investigational or Unproven Service, treatment, device or pharmacological regimen is the only available treatment for a particular condition will not result in benefits if the procedure is considered to be Experimental or Investigational or Unproven in the treatment of that particular condition.
9. Drugs/medications, obtainable with or without a prescription, unless they are dispensed and utilized in the dental office during the patient visit.
10. Setting of facial bony fractures and any treatment associated with the dislocation of facial skeletal hard tissue.
11. Treatment of benign neoplasms, cysts, or other pathology involving benign lesions, except excisional removal. Treatment of malignant neoplasms or Congenital Conditions of hard or soft tissue, including excision.
12. Replacement of complete dentures, fixed and removable partial dentures or crowns and implants, implant crowns and prosthesis if damage or breakage was directly related to provider error. This type of replacement is the responsibility of the Dental Provider. If replacement is Necessary because of patient non-compliance, the patient is liable for the cost of replacement.
13. Services related to the temporomandibular joint (TMJ), either bilateral or unilateral. Upper and lower jaw bone surgery (including surgery related to the temporomandibular joint). Orthognathic surgery, jaw alignment, and treatment for the temporomandibular joint.
14. Charges for failure to keep a scheduled appointment without giving the dental office 24 hours notice.
15. Expenses for Dental Procedures begun prior to the Insured Person's Effective Date of coverage.
16. Dental Services otherwise covered under the policy, but rendered after the date individual coverage under the policy terminates, including Dental Services for dental conditions arising prior to the date individual coverage under the policy terminates.
17. Services rendered by a provider with the same legal residence as the Insured Person or who is a member of the Insured Person's family, including spouse, brother, sister, parent or child.
18. Foreign Services are not covered unless required for a Dental Emergency.
19. Fixed or removable prosthodontic restoration procedures for complete oral rehabilitation or reconstruction.
20. Attachments to conventional removable prostheses or fixed bridgework. This includes semi-precision or precision attachments associated with partial dentures, crown or bridge abutments, full or partial

overdentures, any internal attachment associated with an implant prosthesis, and any elective endodontic procedure related to a tooth or root involved in the construction of a prosthesis of this nature.

21. Procedures related to the reconstruction of a patient's correct vertical dimension of occlusion (VDO).
22. Occlusal guards used as safety items or to affect performance primarily in sports-related activities.
23. Placement of fixed partial dentures solely for the purpose of achieving periodontal stability.
24. Acupuncture; acupressure and other forms of alternative treatment, whether or not used as anesthesia.

Section 4: Claims for Pediatric Dental Services

When obtaining Dental Services from a non-Network provider, the Insured Person will be required to pay all billed charges directly to the Dental Provider. The Insured Person may then seek reimbursement from the Company. The Insured Person must provide the Company with all of the information identified below.

Reimbursement for Dental Services

The Insured Person is responsible for sending a request for reimbursement to the Company, on a form provided by or satisfactory to the Company.

Claim Forms. It is not necessary to include a claim form with the proof of loss. However, the proof must include all of the following information:

- Insured Person's name and address.
- Insured Person's identification number.
- The name and address of the provider of the service(s).
- A diagnosis from the Dental Provider including a complete dental chart showing extractions, fillings or other dental services rendered before the charge was incurred for the claim.
- Radiographs, lab or hospital reports.
- Casts, molds or study models.
- Itemized bill which includes the *CPT* or *ADA* codes or description of each charge.
- The date the dental disease began.
- A statement indicating that the Insured Person is or is not enrolled for coverage under any other health or dental insurance plan or program. If enrolled for other coverage the Insured Person must include the name of the other carrier(s).

To file a claim, submit the above information to the Company at the following address:

UnitedHealthcare Dental
Attn: Claims Unit
[P.O. Box 30567]
[Salt Lake City, UT 84130-0567]

If the Insured Person would like to use a claim form, the Insured Person can request one be mailed by calling Customer Service at [1-877-816-3596]. This number is also listed on the Insured's [Dental] **ID** Card. If the Insured does not receive the claim form within 15 calendar days of the request, the proof of loss may be submitted with the information stated above.

Section 5: Defined Terms for Pediatric Dental Services

The following definitions are in addition to those listed in PART III, DEFINITIONS of the policy:

Covered Dental Service – a Dental Service or Dental Procedure for which benefits are provided under this rider.

Dental Emergency - a dental condition or symptom resulting from dental disease which arises suddenly and, in the judgment of a reasonable person, requires immediate care and treatment, and such treatment is sought or received within 24 hours of onset.
Dental Provider - any dentist or dental practitioner who is duly licensed and qualified under the law of jurisdiction in which treatment is received to render Dental Services, perform dental surgery or administer anesthetics for dental surgery.

Dental Service or Dental Procedures - dental care or treatment provided by a Dental Provider to the Insured Person while the policy is in effect, provided such care or treatment is recognized by the Company as a generally accepted form of care or treatment according to prevailing standards of dental practice.

[Dental Services Deductible - the amount the Insured Person must pay for Covered Dental Services in a Policy Year before the Company will begin paying for Network or Non-Network benefits in that Policy Year.]

Eligible Dental Expenses - Eligible Dental Expenses for Covered Dental Services, incurred while the policy is in effect, are determined as stated below:

- For Network Benefits, when Covered Dental Services are received from Network Dental Providers, Eligible Dental Expenses are the Company's contracted fee(s) for Covered Dental Services with that provider.
- For Non-Network Benefits, when Covered Dental Services are received from Non-Network Dental Providers, Eligible Dental Expenses are the Usual and Customary Fees, as defined below.

Experimental, Investigational, or Unproven Service - medical, dental, surgical, diagnostic, or other health care services, technologies, supplies, treatments, procedures, drug therapies or devices that, at the time the Company makes a determination regarding coverage in a particular case, is determined to be:

- Not approved by the U.S. Food and Drug Administration (FDA) to be lawfully marketed for the proposed use and not identified in the American Hospital Formulary Service or the United States Pharmacopoeia Dispensing Information as appropriate for the proposed use; or
- Subject to review and approval by any institutional review board for the proposed use; or
- The subject of an ongoing clinical trial that meets the definition of a Phase 1, 2, or 3 clinical trial set forth in the FDA regulations, regardless of whether the trial is actually subject to FDA oversight; or
- Not determined through prevailing peer-reviewed professional literature to be safe and effective for treating or diagnosing the condition or Sickness for which its use is proposed.

Foreign Services - services provided outside the U.S. and U.S. Territories

Necessary - Dental Services and supplies under this rider which are determined by the Company through case-by-case assessments of care based on accepted dental practices to be appropriate and are all of the following:

- Necessary to meet the basic dental needs of the Insured Person.
- Rendered in the most cost-efficient manner and type of setting appropriate for the delivery of the Dental Service.
- Consistent in type, frequency and duration of treatment with scientifically based guidelines of national clinical, research, or health care coverage organizations or governmental agencies that are accepted by the Company.
- Consistent with the diagnosis of the condition.
- Required for reasons other than the convenience of the Insured Person or his or her Dental Provider.
- Demonstrated through prevailing peer-reviewed dental literature to be either:
  - Safe and effective for treating or diagnosing the condition or sickness for which their use is proposed; or
  - Safe with promising efficacy
    - For treating a life threatening dental disease or condition.
    - Provided in a clinically controlled research setting.
    - Using a specific research protocol that meets standards equivalent to those defined by the *National Institutes of Health*.

(For the purpose of this definition, the term life threatening is used to describe dental diseases or sicknesses or conditions, which are more likely than not to cause death within one year of the date of the request for treatment.)

The fact that a Dental Provider has performed or prescribed a procedure or treatment or the fact that it may be the only treatment for a particular dental disease does not mean that it is a Necessary Covered Dental Service as defined in this rider. The definition of Necessary used in this rider relates only to benefits under this rider and differs from the way in which a Dental Provider engaged in the practice of dentistry may define necessary.

Network - a group of Dental Providers who are subject to a participation agreement in effect with the Company, directly or through another entity, to provide Dental Services to Insured Persons. The participation status of providers will change from time to time.

Network Benefits - benefits available for Covered Dental Services when provided by a Dental Provider who is a Network Dentist.

Non-Network Benefits - benefits available for Covered Dental Services obtained from Non-Network Dentists.

Usual and Customary Fee - Usual and Customary Fees are calculated by the Company based on available data resources of competitive fees in that geographic area.
Usual and Customary Fees must not exceed the fees that the provider would charge any similarly situated payor for the same services.

Usual and Customary Fees are determined solely in accordance with the Company's reimbursement policy guidelines. The Company's reimbursement policy guidelines are developed by the Company, in its discretion, following evaluation and validation of all provider billings in accordance with one or more of the following methodologies:

- As indicated in the most recent edition of the *Current Procedural Terminology* (publication of the *American Dental Association*).
- As reported by generally recognized professionals or publications.
- As utilized for Medicare.
- As determined by medical or dental staff and outside medical or dental consultants.
- Pursuant to other appropriate source or determination that the Company accepts.

President

This rider takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.

COL-14-ID END PEDDENT **10**

UNITED HEALTHCARE INSURANCE COMPANY

POLICY RIDER

In consideration of the premium charged, it is hereby understood and agreed that the policy to which this rider is attached is amended as follows:

Pediatric Vision Care Services Benefits

Benefits are provided under this rider for Vision Care Services, as described below, for Insured Persons under the age of [19 - 21]. Benefits under this rider terminate on the earlier of: 1) [date] [last day of the month] [last day of the Policy Year] the Insured Person reaches the age of [19 - 21]; or 2) the date the Insured Person's coverage under the policy terminates.

Section 1: Benefits for Pediatric Vision Care Services

Benefits are available for pediatric Vision Care Services from a [Spectera Eyecare Networks] or non-Network Vision Care Provider. To find a [Spectera Eyecare Networks] Vision Care Provider, the Insured Person may call the provider locator service at [1-800-839-3242]. The Insured Person may also access a listing of [Spectera Eyecare Networks] Vision Care Providers on the Internet at [www.myuhcvision.com.]

When Vision Care Services are obtained from a non-Network Vision Care Provider, the Insured Person will be required to pay all billed charges at the time of service. The Insured Person may then seek reimbursement from the Company as described in this rider under Section 3: Claims for Vision Care Services. Reimbursement will be limited to the amounts stated below.

[When obtaining these Vision Care Services from a [Spectera Eyecare Networks] Vision Care Provider, the Insured Person will be required to pay any Copayments at the time of service.]

Network Benefits:

Benefits for Vision Care Services are determined based on the negotiated contract fee between the Company and the Vision Care Provider. The Company's negotiated rate with the Vision Care Provider is ordinarily lower than the Vision Care Provider's billed charge.

Non-Network Benefits:

Benefits for Vision Care Services from non-Network providers are determined as a percentage of the provider's billed charge.

Out-of-Pocket Maximum - any amount the Insured Person pays in Coinsurance for Vision Care Services under this rider applies to the Out-of-Pocket Maximum stated in the policy Schedule of Benefits. Any amount the Insured Person pays in Copayments for Vision Care Services under this rider applies to the Out-of-Pocket Maximum stated in the policy Schedule of Benefits.

Policy Deductible

Benefits for pediatric Vision Care Services provided under this rider are not subject to any policy Deductible stated in the policy Schedule of Benefits. Any amount the Insured Person pays in Copayments for Vision Care Services under this rider does not apply to the policy Deductible stated in the policy Schedule of Benefits.

Benefit Description

Benefits

When Benefit limits apply, the limit stated refers to any combination of Network Benefits and Non-Network Benefits unless otherwise specifically stated.

Benefit limits are calculated on a Policy Year basis unless otherwise specifically stated.

Frequency of Service Limits

Benefits are provided for the Vision Care Services described below, subject to Frequency of Service limits [and [Copayments] [and] [Coinsurance]] stated under each Vision Care Service in the Schedule of Benefits below.

Routine Vision Examination

A routine vision examination of the condition of the eyes and principal vision functions according to the standards of care in the jurisdiction in which the Insured Person resides, including:

- A case history that includes chief complaint and/or reason for examination, patient medical/eye history, and current medications.
- Recording of monocular and binocular visual acuity, far and near, with and without present correction (for example, 20/20 and 20/40).
- Cover test at 20 feet and 16 inches (checks eye alignment).
- Ocular motility including versions (how well eyes track) near point convergence (how well eyes move together for near vision tasks, such as reading), and depth perception.
- Pupil responses (neurological integrity).
- External exam.
- Retinoscopy (when applicable) – objective refraction to determine lens power of corrective lenses and subjective refraction to determine lens power of corrective lenses.
- Phorometry/Binocular testing – far and near: how well eyes work as a team.
- Tests of accommodation and/or near point refraction: how well the Insured sees at near point (for example, reading).
- Tonometry, when indicated: test pressure in eye (glaucoma check).
- Ophthalmoscopic examination of the internal eye.
- Confrontation visual fields.
- Biomicroscopy.
- Color vision testing.
- Diagnosis/prognosis.
- Specific recommendations.

Post examination procedures will be performed only when materials are required.

Or, in lieu of a complete exam, Retinoscopy (when applicable) - objective refraction to determine lens power of corrective lenses and subjective refraction to determine lens power of corrective lenses.

Eyeglass Lenses

Lenses that are mounted in eyeglass frames and worn on the face to correct visual acuity limitations.

The Insured Person is eligible to select only one of either eyeglasses (Eyeglass Lenses and/or Eyeglass Frames) or Contact Lenses. If the Insured Person selects more than one of these Vision Care Services, the Company will pay Benefits for only one Vision Care Service.

Optional Lens Extras

Eyeglass Lenses. The following Optional Lens Extras are covered in full:

- Standard scratch-resistant coating.
- Polycarbonate lenses.

Eyeglass Frames

A structure that contains eyeglass lenses, holding the lenses in front of the eyes and supported by the bridge of the nose.

The Insured Person is eligible to select only one of either eyeglasses (Eyeglass Lenses and/or Eyeglass Frames) or Contact Lenses. If the Insured Person selects more than one of these Vision Care Services, the Company will pay Benefits for only one Vision Care Service.

Contact Lenses

Lenses worn on the surface of the eye to correct visual acuity limitations.

Benefits include the fitting/evaluation fees and contacts.

The Insured Person is eligible to select only one of either eyeglasses (Eyeglass Lenses and/or Eyeglass Frames) or Contact Lenses. If the Insured Person selects more than one of these Vision Care Services, the Company will pay Benefits for only one Vision Care Service.

Necessary Contact Lenses

Benefits are available when a Vision Care Provider has determined a need for and has prescribed the contact lens. Such determination will be made by the Vision Care Provider and not by the Company.

Contact lenses are necessary if the Insured Person has any of the following:

- Keratoconus.
- Anisometropia.
- Irregular corneal/astigmatism.
- Aphakia.
- Facial deformity.
- Corneal deformity.

Schedule of Benefits

Vision Care Service	Frequency of Service	Network Benefit	Non-Network Benefit
Routine Vision Examination or Refraction only in lieu of a complete exam.	[Once every 12 months.] [Once per year.]	[50-100]% [after a Copayment of $[10 - 30].]	[[50-100]% of the billed charge.]

[Vision Care Service]	[Frequency of Service]	[Network Benefit]	[Non-Network Benefit]
Eyeglass Lenses	[Once every 12 months.] [Once per year.]		
• Single Vision		[[50-100]% [after a Copayment of $[1 - 50].]	[[50-100]% of the billed charge.]
• Bifocal		[[50-100]% [after a Copayment of $[1 - 50]].]	[[50-100]% of the billed charge.]
• Trifocal		[[50-100]% [after a Copayment of $[1 - 50]].]	[[50-100]% of the billed charge.]
• Lenticular		[[50-100]% [after a Copayment of $[1 - 50]].]	[[50-100]% of the billed charge.]

[Vision Care Service]	[Frequency of Service	[[Network] Benefit]	[Non-Network Benefit]
[Eyeglass Frames]	[Once every 12 months.] [Once per year.]	[[50-100% [after a Copayment of $[5 - 100].]	[[50-100]% of the billed charge.]

[Vision Care Service]	[Frequency of Service	[[Network] Benefit]	[Non-Network Benefit]
[Eyeglass Frames]	[Once every 12 months.] [Once per year.]		
• [Eyeglass frames with a retail cost up to $130.]		[[50-100]% [after a Copayment of $[5 - 10]].]	[[50-100]% of the billed charge.]
• [Eyeglass frames with a retail cost of $[130 - 160].]		[[50-100]% [after a Copayment of $[10-25]].]	[[50-100]% of the billed charge.]
• [Eyeglass frames with a retail cost of $[160 - 200].]		[[50-100]% [after a Copayment of $[25 - 45]].]	[[50-100]% of the billed charge.]
• [Eyeglass frames with a retail cost of $[200 - 250].]		[[50-100]% [after a Copayment of $[45 - 65]].]	[[50-100]% of the billed charge.]
• [Eyeglass frames with a retail cost greater than $250.]		[[50-100]%]	[[50-100]% of the billed charge.]

[Vision Care Service]	[Frequency of Service]	[[Network] Benefit]	[Non-Network Benefit]
[Contact Lens Fitting and Evaluation]	[Once every 12 months.] [Once per year.]	[50-100]% [after a Copayment of $[10 - 25].]	[[50-100]% of the billed charge.]

[Vision Care Service]	[Frequency of Service]	[[Network] Benefit]	[Non-Network Benefit]
[Contact Lenses]	[Limited to a 12 month supply.]		
• [Covered Contact Lens Selection]		[[50-100]% [after a Copayment of $[1 - 50].]	[[50-100]% of the billed charge.]
• [Necessary Contact Lenses]		[[50-100]% [after a Copayment of $[1 - 50].]	[[50-100]% of the billed charge.]

Section 2: Pediatric Vision Exclusions

The following Exclusions are in addition to those listed in the EXCLUSIONS AND LIMITATIONS of the policy.

Except as may be specifically provided under Section 1: Benefits for Pediatric Vision Care Services, benefits are not provided for the following:

1. Medical or surgical treatment for eye disease which requires the services of a Physician and for which benefits are available as stated in the policy.
2. Non-prescription items (e.g. Plano lenses).
3. Replacement or repair of lenses and/or frames that have been lost or broken.
4. Optional Lens Extras not listed in Section 1: Benefits for Vision Care Services.
5. Missed appointment charges.
6. Applicable sales tax charged on Vision Care Services.

Section 3: Claims for Pediatric Vision Care Services

When obtaining Vision Care Services from a non-Network Vision Care Provider, the Insured Person will be required to pay all billed charges directly to the Vision Care Provider. The Insured Person may then seek reimbursement from the Company. Information about claim timelines and responsibilities in the policy PART II, GENERAL PROVISIONS applies to Vision Care Services provided under this rider, except that when the Insured Person submits a Vision Care Services claim, the Insured Person must provide the Company with all of the information identified below.

Reimbursement for Vision Care Services

To file a claim for reimbursement for Vision Care Services rendered by a non-Network Vision Care Provider, or for Vision Care Services covered as reimbursements (whether or not rendered by a [Spectera Eyecare Networks] Vision Care Provider or a non-Network Vision Care Provider), the Insured Person must provide all of the following information [on a claim form acceptable to the Company] at the address specified below:

- Insured Person's itemized receipts.
- Insured Person's name.
- Insured Person's identification number.
- Insured Person's date of birth.

Submit the above information to the Company:

By mail:

[Claims Department

P.O. Box 30978

Salt Lake City, UT 84130]

By facsimile (fax):

[248-733-6060]

Section 4: Defined Terms for Pediatric Vision Care Services

The following definitions are in addition to those listed in Part III, DEFINITIONS of the policy:

[**Covered Contact Lens Selection** - a selection of available contact lenses that may be obtained from a [Spectera Eyecare Networks] Vision Care Provider on a covered-in-full basis, subject to payment of any applicable Copayment.]

[**Spectera Eyecare Networks** - any optometrist, ophthalmologist, optician or other person designated by the Company who provides Vision Care Services for which benefits are available under the policy.]

Vision Care Provider - any optometrist, ophthalmologist, optician or other person who may lawfully provide Vision Care Services.

Vision Care Service - any service or item listed in this rider in Section 1: Benefits for Pediatric Vision Care Services.

President

This rider takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.

UNITEDHEALTHCARE INSURANCE COMPANY

RESOLUTION OF GRIEVANCE NOTICE
INTERNAL APPEAL PROCESS
RELATED TO HEALTH CARE SERVICES

DEFINITIONS

For the purpose of this Notice, the following terms are defined as shown below:

Adverse Determination means:

1. A determination by the Company that, based upon the information provided, a request for benefits under the Policy does not meet the Company's requirements for Medical Necessity, appropriateness, health care setting, level of care, or effectiveness, or is determined to be experimental or investigational, and the requested benefit is denied, reduced, in whole or in part, or terminated;
2. A denial, reduction, in whole or in part, or termination based on the Company's determination that the individual was not eligible for coverage under the Policy as an Insured Person;
3. Any prospective or retrospective review determination that denies, reduces, in whole or in part, or terminates a request for benefits under the Policy; or
4. A rescission of coverage.

Authorized Representative means:

1. A person to whom an Insured Person has given express written consent to represent the Insured Person;
2. A person authorized by law to provide substituted consent for an Insured Person;
3. An Insured Person's family member or health care provider when the Insured Person is unable to provide consent; or
4. In the case of an urgent care request, a health care professional with knowledge of the Insured Person's medical condition.

Evidenced –based Standard means the conscientious, explicit and judicious use of the current best evidence based on the overall systematic review of the research in making decisions about the care of individual patients.

Final Adverse Determination means an Adverse Determination involving a Covered Medical Expense that has been upheld by the Company, at the completion of the Company's internal appeal process or an Adverse Determination for which the internal appeals process has been deemed exhausted in accordance with this notice.

Prospective Review means Utilization Review performed: (1) prior to an admission or the provision of a health care service or course of treatment; and (2) in accordance with the Company's requirement that the service be approved, in whole or in part, prior to its provision.

Retrospective Review means any review of a request for a Covered Medical Expense that is not a Prospective Review request. Retrospective review does not include the review of a claim that is limited to the veracity of documentation or accuracy of coding.

Urgent Care Request means a request for a health care service or course of treatment with respect to which the time periods for making a non-urgent care request determination:

1. Could seriously jeopardize the life or health of the Insured Person or the ability of the Insured Person to regain maximum function; or
2. In the opinion of a physician with knowledge of the Insured Person's medical condition, would subject the Insured Person to severe pain that cannot be adequately managed without the health care service or treatment that is the subject of the request.

Utilization Review means a set of formal techniques designed to monitor the use of or evaluate the Medical Necessity, appropriateness, efficacy or efficiency of health care services, procedures, providers or facilities. Techniques may include ambulatory review, Prospective Review, second opinion, certification, concurrent review, case management, discharge planning, or Retrospective Review.

INTERNAL APPEAL PROCESS

Within 180 days after receipt of a notice of an Adverse Determination, an Insured Person or an Authorized Representative may submit a written request for an Internal Review of an Adverse Determination

Upon receipt of the request for an Internal Review, the Company shall provide the Insured Person with the name, address and telephone of the employee or department designated to coordinate the Internal Review for the Company. With respect to an Adverse Determination involving Utilization Review, the Company shall designate an appropriate clinical peer(s) of the same or similar specialty as would typically manage the case which is the subject of the Adverse Determination. The clinical peer(s) shall not have been involved in the initial Adverse Determination.

Within 3 working days after receipt of the grievance, the Company shall provide notice that the Insured Person or Authorized Representative is entitled to:

1. Submit written comments, documents, records, and other material relating to the request for benefits to be considered when conducting the Internal Review; and
2. Receive from the Company, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the Insured Person's request for benefits.

Prior to issuing or providing a notice of Final Adverse Determination, the Company shall provide, free of charge and as soon as possible:

1. Any new or additional evidence considered by the Company in connection with the grievance;
2. Any new or additional rationale upon which the decision was based.

The Insured Person or Authorized Representative shall have 10 calendar days to respond to any new or additional evidence or rationale.

The company shall issue a Final Adverse Decision in writing or electronically to the Insured Person or the Authorized Representative as follows:

1. For a Prospective Review, the notice shall be made no later than 30 days after the Company's receipt of the grievance.
2. For a Retrospective Review, the notice shall be made no later than 60 days after the Company's receipt of the grievance.

Time periods shall be calculated based on the date the Company receives the request for the Internal Review, without regard to whether all of the information necessary to make the determination accompanies the request.

The written notice of Final Adverse Determination for the Internal Review shall include:

1. The titles and qualifying credentials of the reviewers participating in the Internal Review;
2. Information sufficient to identify the claim involved in the grievance, including the following:
   a. the date of service;
   b. the name health care provider; and
   c. the claim amount;
3. A statement that the diagnosis code and treatment code and their corresponding meanings shall be provided to the Insured Person or the Authorized Representative, upon request;
4. For an Internal Review decision that upholds the Company's original Adverse Determination:
   a. the specific reason(s) for the Final Adverse Determination, including the denial code and its corresponding meaning, as well as a description of the Company's standard, if any, that was used in reaching the denial;
   b. reference to the specific Policy provisions upon which the determination is based;
   c. a statement that the Insured Person is entitled to received, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the Insured Person's benefit request;
   d. if applicable, a statement that the Company relied upon a specific internal rule, guideline, protocol, or similar criterion and that a copy will be provided free of charge upon request;
   e. if the Final Adverse Determination is based on a Medical Necessity or experimental or investigational treatment or similar exclusion or limitation, a statement that an explanation will be provided to the Insured Person free of charge upon request;

f. instructions for requesting: (i) a copy of the rule, guideline, protocol or other similar criterion relied upon to make the Final Adverse Determination; and (ii) the written statement of the scientific or clinical rationale for the determination;

5. A description of the procedures for obtaining an External Independent Review of the Final Adverse Determination pursuant to the State's External Review legislation; and
6. The Insured Person's right to bring a civil action in a court of competent jurisdiction.
7. Notice of the Insured Person's right to contact the commissioner's office or ombudsman's office for assistance with respect to any claim, grievance or appeal at any time.

Expedited Internal Review (EIR) of an Adverse Determination

The Insured Person or an Authorized Representative may submit an oral or written request for an Expedited Internal Review (EIR) of an Adverse Determination:

1. involving Urgent Care Requests; and
2. related to a concurrent review Urgent Care Request involving an admission, availability of care, continued stay or health care service for an Insured Person who has received emergency services, but has not been discharged from a facility.

All necessary information, including the Company's decision, shall be transmitted to the Insured Person or an Authorized Representative via telephone, facsimile or the most expeditious method available. The Insured Person or the Authorized Representative shall be notified of the EIR decision no more than seventy-two (72) hours after the Company's receipt of the EIR request.

If the EIR request is related to a concurrent review Urgent Care Request, benefits for the service will continue until the Insured Person has been notified of the final determination.

At the same time an Insured Person or an Authorized Representative files an EIR request, the Insured Person or the Authorized Representative may file:

1. An Expedited External Review (EER) request if the Insured Person has a medical condition where the timeframe for completion of an EIR would seriously jeopardize the life or health of the Insured Person or would jeopardize the Insured Person's ability to regain maximum function; or
2. An Expedited Experimental or Investigational Treatment External Review (EEIER) request if the Adverse Determination involves a denial of coverage based on the a determination that the recommended or requested service or treatment is experimental or investigational and the Insured Person's treating Physician certifies in writing that the recommended or requested service or treatment would be significantly less effective if not promptly initiated.

The notice of Final Adverse Determination may be provided orally, in writing, or electronically.

UNITEDHEALTHCARE INSURANCE COMPANY

THE INSURED'S RIGHT TO AN INDEPENDENT EXTERNAL REVIEW

Please read this notice carefully. It describes a procedure for review of a disputed health claim by a qualified professional who has no affiliation with the Insured's health plan. If the Insured requests an independent external review of their claim, the decision made by the independent reviewer will be binding and final on the health carrier. The Insured will have the right to further review of their claim by a court, arbitrator, mediator or other dispute resolution entity only if their plan is subject to the Employee Retirement Income Security Act of 1974 (ERISA), as more fully explained below under "Binding Nature of the External Review Decision".

If the Company issues a final adverse benefit determination of the Insured's request to provide or pay for a health care service or supply, the Insured may have the right to have the Company's decision reviewed by health care professionals who have no association with the Company. The Insured has this right only if the Company's denial decision involved:
- The medical necessity appropriateness, health care setting, level of care, effectiveness of the Insured's health care service or supply, or
- The Company's determination the Insured's health care service or supply was investigational.

The Insured must first exhaust the Company's internal grievance and appeal process. Exhaustion of that process includes completing all levels of appeal, or unless the Insured requested or agreed to a delay, the Company's failure to respond to a standard appeal within 35 days in writing or to an urgent appeal within three business days of the date the Insured filed their appeal. The Company may also agree to waive the exhaustion requirement for an external review request. The Insured may file for an internal urgent appeal with the Company and for an expedited external review with the Idaho Department of Insurance at the same time if their request qualifies as an "urgent care request defined below.

The Insured may submit a written request for an external review to:

Idaho Department of Insurance
ATTN: External Review
700 W State St., 3rd Floor
Boise ID 83720-0043

For more information and for an external review request form:

- See the department's web site, www.doi.idaho.gov, or
- Call the department's telephone number, (208) 334-4250, or toll-free in Idaho, 1-800-721-3272.

The Insured may represent themselves in their request or they may name another person, including their treating health care provider, to act as the Insured's authorized representative for their request. If the Insured wants someone else to represent them, the Insured must include a signed "Appointment of an Authorized Representative" form with their request.

The Insured's written external review request to the Department of Insurance must include a completed form authorizing the release of any of their medical records the independent review organization may require to reach a decision on the external review, including any judicial review of the external review decision pursuant to ERISA, if applicable. The department will not act on an external review request without the Insured's completed authorization form.

If the Insured's request qualifies for external review, the Company's final adverse benefit determination will be reviewed by an independent review organization selected by the department. The Company will pay the costs of the review.

Standard External Review Request: The Insured must file their written external review request with the department within four months after the date the Company issues a final notice of denial.

1. Within seven days after the department receives the Insured's request, the department will send a copy to the Company.

2. Within 14 days after the Company receives the Insured's request from the department, the Company will review The Insured's request for eligibility. Within five business days after the Company completes that review, the Company will notify the Insured and the department in writing if the Insured's request is eligible or what additional information is needed. If the Company denies the Insured's eligibility for review, the Insured may appeal that determination to the department.

3. If the Insured's request is eligible for review, the department will assign an independent review organization to the Insured's review within seven days of receipt of the Company's notice. The department will also notify the Insured in writing.

4. Within seven days of the date the Insured receives the department's notice of assignment to an independent review organization, the Insured may submit any additional information in writing to the independent review organization that the Insured wants the organization to consider in its review.

5. The independent review organization must provide written notice of its decision to the Insured, to the Company and to the department within 42 days after receipt of an external review request.

Expedited External Review Request: The Insured may file a written "urgent care request" with the department for an expedited external review of a pre-service or concurrent service denial. The Insured may file for an internal urgent appeal with the Company and for an expedited external review with the department at the same time.

"Urgent care request" means a claim relating to an admission, availability of care, continued stay or health care service for which the Insured person received emergency services but has not been discharged from a facility, or any pre-service or concurrent care claim for medical care or treatment for which application of the time periods for making a regular external review determination:

1. Could seriously jeopardize the life or health of the Insured person or the ability of the Insured person to regain maximum function;

2. In the opinion of the treating health care professional with knowledge of the Insured person's medical condition, would subject the Insured person to severe pain that cannot be adequately managed without the disputed care or treatment; or

3. The treatment would be significantly less effective if not promptly initiated.

The department will send the Insured Person's request to the Company. We will determine, no later than the second full business day, if their request is eligible for review. We will notify the Insured Person and the department no later than one business day after the Company's decision if the Insured Person's request is eligible. If we deny the Insured Person's eligibility for review, they may appeal that determination to the department.

If the Insured Person's request is eligible for review, the department will assign an independent review organization to their review upon receipt of Company notice. The department will also notify the Insured Person. The independent review organization must provide notice of its decision to the Insured Person, to the Company and to the department within 72 hours after the date of receipt of the external review request. The independent review organization must provide written confirmation of its decision within 48 hours of notice of its decision. If the decision reverses the Company's denial, We will notify the Insured and the department of the Company's intent to pay the covered benefit as soon as reasonably practicable, but not later than one business day after receiving notice of the decision.

Binding Nature of the External Review Decision: If the Insured's plan is subject to federal ERISA laws (generally, any plan offered through an employer to its employees), the external review decision by the independent review organization will be final and binding on the Company. The Covered Person may have additional review rights provided under federal ERISA laws.

If the Insured's plan is not subject to ERISA requirements, the external review decision by the independent review organization will be final and binding on both the Insured and the Company. **This means that if the Insured elects to request external review, the Insured will be bound by the decision of the independent review organization. The Insured will not have any further opportunity for review of the Company's denial after the independent review organization issues its final decision.** If the Insured chooses not to use the external review process, other options for resolving a disputed claim may include mediation, arbitration or filing an action in court.

Under Idaho law, the independent review organization is immune from any claim relating to its opinion rendered or acts or omissions performed within the scope of its duties unless performed in bad faith or involving gross negligence.

UNITEDHEALTHCARE INSURANCE COMPANY

NOTICE OF YOUR RIGHT TO AN INDEPENDENT EXTERNAL REVIEW

Please read this notice carefully. It describes a procedure for review of a disputed health claim by a qualified professional who has no affiliation with UnitedHealthcare Insurance Company. If you request an independent external review of your claim, the decision made by the independent reviewer will be binding and final on the health carrier. You will have the right to further review of your claim by a court, arbitrator, mediator or other dispute resolution entity only if your plan is subject to the Employee Retirement Income Security Act of 1974 (ERISA) – see below under "Binding Nature of the External Review Decision for more information.

We have denied your request to provide or pay for a health care service or supply. You may have the right to have our decision reviewed by health care professionals who have no association with us. You have this right only if our denial decision involved:

- The medical necessity, appropriateness, health care setting, level of care, effectiveness of your health care service or supply, or
- Our determination your health care service or supply was investigational.

No later than four months from the date of this denial, you may submit a written request for an external review to:

Idaho Department of Insurance
ATTN: External Review
700 W State St, 3rd Floor
Boise ID 83720-0043

For more information and for an external review request form:

- See the department's web site, www.doi.idaho.gov, or
- Call the department's telephone number, (208) 334-4250, or toll-free in Idaho, 1-800-721-3272.

You may represent yourself in your request or you may name another person, including your treating health care provider, to act as your authorized representative for your request. If you want someone else to represent you, you must include a signed "Appointment of an Authorized Representative" form with your request.

Your written external review request to the Department of Insurance must include a completed form authorizing the release of any of your medical records the independent review organization may require to reach a decision on the external review. The department will not act on an external review request without your completed authorization form.

If your request qualifies for external review, our final adverse benefit determination will be reviewed by an independent review organization selected by the department. We will pay the costs of the review.

Standard External Review Request: You must file your written external review request with the department **within four months** after the date we issue this notice of denial.

1. Within seven days after the department receives your request, the department will send a copy to us.

2. Within 14 days after we receive your request from the department, we will review your request for eligibility. Within five business days after we complete that review, we will notify you and the department in writing if your request is eligible or what additional information is needed. If we deny your eligibility for review, you may appeal that determination to the department.
3. If your request is eligible for review, the department will assign an independent review organization to your review within seven days of receipt of our notice. The department will also notify you in writing.
4. Within seven days of the date you receive the department's notice of assignment to an independent review organization, you may submit any additional information in writing to the independent review organization that you want the organization to consider in its review.
5. The independent review organization must provide written notice of its decision to you, to us and to the department within 42 days after receipt of an external review request.

Expedited External Review Request: You may file a written "urgent care request" with the department for an expedited external review of a pre-service or concurrent service denial. You may file for an internal urgent appeal with us and for an expedited external review with the department at the same time.

"Urgent care request" means a claim relating to an admission, availability of care, continued stay or health care service for which the covered person received emergency services but has not been discharged from a facility, or any pre-service or concurrent care claim for medical care or treatment for which application of the time periods for making a regular external review determination:

1. Could seriously jeopardize the life or health of the covered person or the ability of the covered person to regain maximum function;
2. In the opinion of the treating health care professional with knowledge of the covered person's medical condition, would subject the covered person to severe pain that cannot be adequately managed without the disputed care or treatment; or
3. The treatment would be significantly less effective if not promptly initiated.

The department will send your request to us. We will determine, no later than the second full business day, if your request is eligible for review. We will notify you and the department no later than one business day after our decision if your request is eligible. If we deny your eligibility for review, you may appeal that determination to the department.

If your request is eligible for review, the department will assign an independent review organization to your review upon receipt of our notice. The department will also notify you. The independent review organization must provide notice of its decision to you, to us and to the department within 72 hours after the date of receipt of the external review request. The independent review organization must provide written confirmation of its decision within 48 hours of notice of its decision. If the decision reverses our denial, we will notify you and the department of our intent to pay the covered benefit as soon as reasonably practicable, but not later than one business day after receiving notice of the decision.

Binding Nature of the External Review Decision:

The external review decision by the independent review organization will be final and binding on both you and us. **This means that if you elect to request external review of your claim, you will be bound by the decision of the independent review organization. You will not have any further opportunity for review of your claim after the independent review organization issues its final decision.** If you choose not to use the external review process, other options for resolving a disputed claim may include mediation, arbitration or filing an action in court.

Under Idaho law, the independent review organization is immune from any claim relating to its opinion rendered or acts or omissions performed within the scope of its duties unless performed in bad faith or involving gross negligence.

[The [Official,] [Endorsed,] [and] [Recommended]]

STUDENT

INJURY AND SICKNESS

INSURANCE [PLAN]

[Insert Logo or Picture]

[Designed Especially for [the [Insert Category of Student Here] [Students] of]]

[ANY [UNIVERSITY]]
[Any town, Idaho]

[2015-2016]

The Plan is underwritten by
UNITEDHEALTHCARE INSURANCE COMPANY

[Insert UnitedHealthcare Logo]

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Privacy Policy

We know that your privacy is important to you and we strive to protect the confidentiality of your nonpublic personal information. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted or required by law. We believe we maintain appropriate physical, electronic and procedural safeguards to ensure the security of your nonpublic personal information. You may obtain a copy of our privacy practices by calling us toll-free at [1-800-767-0700] or visiting us at [www.uhcsr.com.]

Eligibility

All [full-time][registered] [graduate/ undergraduate] [fee-paying] [dormitory] [International] students [and athletes] [PEL (Program for Experienced Learners) students who are registered for [on-site courses] [or] [courses taken in-residence],] [non-immigrant International,] [post doctorate,] [post baccalaureate,] [degree seeking graduate,] [students registered at an accredited institution of higher learning,] [students enrolled in [Intensive English Language courses],][visiting scholars] [under age [35]] [taking [12] or more credit hours] [who have paid the [student health] fee] [insert category of student here] [are eligible to enroll in [Plan [1] [A] of] this insurance Plan] [are automatically enrolled in [Plan [1] [A] of] this insurance Plan at registration [and the premium for coverage is added to their tuition billing]] [are required to purchase [Plan [1] [A] of] this insurance Plan] [for the [9] month school year][, unless proof of comparable coverage is furnished].

[[Dormitory students] [insert category of student] are automatically enrolled at the time of registration.] [The insurance coverage described in this Certificate is available to [commuting] [Domestic] [insert category of student] students on an optional basis]. [Any family member who is a full time student may be insured as a student or as a family member, but not as both].

[All insured students may purchase [Repatriation] [/ Medical Evacuation] [Plan [II] [B]] [and] [summer] coverage on an optional basis].

[Accident coverage for Intercollegiate Sports injuries is [available] [provided] under a separate policy [number [20XX-xxxx-xx]]. [Contact the [school] [company] [at 1-xxxx-xxx-xxxx] for information on the Intercollegiate Sports plan.] [Plan information is [also] available at [www.uhcsr.com].]

[[Students must actively attend classes for at least the first [31][1-45] days after the date for which coverage is purchased.] [[Home study,] [correspondence,] [and] [online] courses do not fulfill the Eligibility requirements[that the student actively attend classes].] [The Company maintains its right to investigate [Eligibility or] student status and attendance records to verify that the policy Eligibility requirements have been met.] If the Company discovers the Eligibility requirements have not been met, its only obligation is to refund premium.]

[Eligible students [who do enroll] may also insure their Dependents. Eligible Dependents are the student's legal spouse [or [Domestic Partner] and dependent children under [26-30] years of age. [See the Definitions section of the Certificate for the specific requirements needed to meet Domestic Partner eligibility.]

[Dependent Eligibility expires concurrently with that of the Insured student.]

[Dependent coverage must be applied for by filling out the [Optional] [Dependent] Insurance Enrollment Card and by paying the required premium.]]

[[Optional Coverage[s] may only be purchased simultaneously and in conjunction with the purchase of Injury and Sickness coverage at the time of initial enrollment in the Plan.] [Only those students enrolled in the Injury and Sickness overage may purchase [Optional Repatriation/Medical Evacuation]coverage.] [Students may purchase optional coverage[s] for themselves or for themselves and all family members[, with the exception of [Optional Repatriation] [and] [Optional Medical Evacuation] which is available to students only.]]

Effective and Termination Dates

The Master Policy [on file at the school] becomes effective at 12:01 a.m., [September 1, 2015]. [[The individual student's [Dependent] coverage becomes effective on the first day of the period for which premium is paid or the date the enrollment form and full premium are received by the Company [(or its authorized representative)], whichever is later.] The Master Policy terminates at 11:59 p.m., [September 1, 2016]. Coverage terminates on that date or at the end of the period through which premium is paid, whichever is earlier. [Dependent coverage will not be effective prior to that of the Insured student or extend beyond that of the Insured student.]

[For [new] students entering [the Plan in] the [second] [or] [third] [or fourth] [term], coverage is effective [January 1, 2015] [March 1, 2016] [or] [June 1, 2016][, respectively] or the date the enrollment form and full premium are received by the Company [(or its authorized representative)] whichever is later.]

[If paying premiums [by] [insert any payment period other than annual], coverage expires as follows:

[Examples]

[Fall]	[8-15-15]	to	[12-31-15]
[Winter]	[1-1-16]	to	[8-14-16]
[Spring]	[1-1-16]	to	[5-15-16]
[Summer]	[5-16-16]	to	[8-14-16]

[You must meet the Eligibility requirements each time you pay a premium to continue insurance coverage. To avoid a lapse in coverage, your premium must be received within [14-31] [days] after the coverage expiration date. [It is the student's responsibility to make timely premium payments to avoid a lapse in coverage.]]

Refunds of premiums are allowed only upon entry into the armed forces.

The Policy is a Non-Renewable One Year Term Policy.

[Alternative Coverage - If you do not meet the Eligibility requirements of the Plan, please call [1-800-406-2338] for information on alternative coverage. This information can also be accessed at [our Web site [www.SR-STM.com]].]

[PREMIUM RATES = insert any premium rates [and coverage dates] available under the Plan]

Rates	[Annual] [8/31/15 - 8/30/16]	[Fall] [8/31/15 - 12/31/16]	[Spring] [1/1/16 - 5/31/16]	[Spring/Summer] [1/1/16 - 8/30/16]	[Summer] [6/1/16 - 8/30/16]
[Student]					
[Student + Child]					
[Student + Spouse]					
[Family]					

[[How to Enroll]

[A description of how to enroll in the Plan is inserted here when requested by the Policyholder.]]

[Choice of Plan

[Each eligible studenthas a choice of one of the benefit Plans. Plan II has higher benefits than Plan I and it has a higher premium. [Plan [II] has the [higher] (if more than two available)] benefits and [higher] [highest] premium. [Make your selection carefully,] you cannot upgrade [or downgrade] coverage after the initial purchase of the Plan for the policy year.]]

[Choices
[ABC University] wants you to have the option of picking a Plan and Deductible you want.
[[Both] the [ABC University] Plans allow you to use the services of any Physician or Hospital of your choice. [However, the Deductible will be waived and benefits will be paid for Covered Medical Expenses incurred at the Student Health Service.]]]

[Deductible
With either the [Plan I] or the [Plan II] you can choose one of the two Deductibles. Make your selection carefully, you cannot upgrade [or downgrade] coverage after the initial purchase of the Plan for the Policy year. [[$75.00] [per Injury or Sickness][per Policy Year] Deductible.]

With this choice the first [$75.00] of covered charges will not be paid [for each Injury or Sickness][per Policy Year]. Once the [$75.00] Deductible is met[for a condition] you will not have another Deductible[for that same condition] until the next Policy Year. [Each new Sickness or Injury will be subject to a [$75.00] Deductible.]]

[Premium Rates]
[any applicable premium rates]

[Continuing Coverage
You may continue your coverage as long as you meet the Eligibility requirements above.

If you pay other than annual premium, you will be billed for subsequent premiums as they come due. Please mark your calendar for your next due date as listed above. To avoid a lapse in coverage, your premium must be received within [14-31] days after the premium expiration date. It is the student's responsibility to make timely premium payments to avoid a lapse in coverage. You must meet the Eligibility requirements each time you pay premium.]]

[Deductible....
With either the [Plan I] or [Plan II] you may choose your Deductible amount.] [[$75.00] [per Injury or Sickness] [per Policy Year] Deductible]]

[[Student Health Center Message]

[A description of services provided at the Student Health Center is inserted here when requested by the Policyholder and is furnished to the Company by the Policyholder.]]

[Extension of Benefits after Termination

The coverage provided under the Policy ceases on the Termination Date. However, if an Insured is Totally Disabled on the Termination Date from a covered Injury [or Sickness] for which benefits were paid before the Termination Date, Covered Medical Expenses for such Injury [or Sickness] will continue to be paid as long as the condition continues but not to exceed [[30-365] days] [[12-24] months] after the Termination Date.

The total payments made in respect of the Insured for such condition both before and after the Termination Date will never exceed the Maximum Benefit.

After this "Extension of Benefits" provision has been exhausted, all benefits cease to exist, and under no circumstances will further payments be made.]

[Pre-Admission Notification

[The Monitoring Company] should be notified of all Hospital Confinements prior to admission.

1. **PRE-NOTIFICATION OF MEDICAL NON-EMERGENCY HOSPITALIZATIONS**: The patient, Physician or Hospital should telephone [1-877-295-0720] at least five working days prior to the planned admission.

2. **NOTIFICATION OF MEDICAL EMERGENCY ADMISSIONS**: The patient, patient's representative, Physician or Hospital should telephone [1-877-295-0720] within two working days of the admission or as soon as reasonably possible to provide notification of any admission due to Medical Emergency.

[The Monitoring Company] is open for Pre-Admission Notification calls from [8:00] a.m. to [6:00] p.m. [C.S.T.], Monday through Friday. Calls may be left on the Customer Service Department's voice mail after hours by calling [1-877-295-0720].

IMPORTANT: Failure to follow the notification procedures will not affect benefits otherwise payable under the policy; however, pre-notification is not a guarantee that benefits will be paid.]

[[PREFERRED PROVIDER INFORMATION]

A description of the preferred provider information is inserted here when such an arrangement has been made with the Policyholder.]

[[Preferred Provider Information]

"Preferred Providers" are the Physicians, Hospitals and other health care providers who have contracted to provide specific medical care at negotiated prices. [Preferred Providers in the local school area are:

[List Preferred Providers in School Area here]]

The availability of specific providers is subject to change without notice. Insureds should always confirm that a Preferred Provider is participating at the time services are required by calling [the Company at [1-800-767-0700]] and/or by asking the provider when making an appointment for services.

"Preferred Allowance" means the amount a Preferred Provider will accept as payment in full for Covered Medical Expenses.

"Out-of-Network" providers have not agreed to any prearranged fee schedules. Insured's may incur significant out-of-pocket expenses with these providers. Charges in excess of the insurance payment are the Insured's responsibility.

["Network Area" means the [10 – 50] mile radius around the local school campus the Named Insured is attending.]

[[Regardless of the provider, each Insured is responsible for the payment of their Deductible. The Deductible must be satisfied before benefits are paid]. The Company will pay according to the benefit limits in the Schedule of Benefits.]

Inpatient Expenses

PREFERRED PROVIDERS - Eligible Inpatient expenses at a Preferred Provider will be paid at [[50 - 100]%] [the Coinsurance percentages specified in the Schedule of Benefits], up to any limits specified in the Schedule of Benefits.

[Preferred Hospitals include [UnitedHealthcare Options PPO] United Behavioral Health (UBH) facilities.] Call [1-800-767-0700] for information about Preferred Hospitals.

OUT-OF-NETWORK PROVIDERS - If Inpatient care is not provided at a Preferred Provider, eligible Inpatient expenses will be paid according to the benefit limits in the Schedule of Benefits.

Outpatient Hospital Expenses

Preferred Providers may discount bills for outpatient Hospital expenses. Benefits are paid according to the Schedule of Benefits. Insureds are responsible for any amounts that exceed the benefits shown in the Schedule, up to the Preferred Allowance.

[Professional & Other Expenses

Benefits for Covered Medical Expenses provided by [name of network or Physician groups] will be paid at [[50 - 100]% of Preferred Allowance] [the Coinsurance percentages specified in the Schedule of Benefits] or up to any limits specified in the Schedule of Benefits. All other providers will be paid according to the benefit limits in the Schedule of Benefits.]

[Special Provider Arrangements

[Affiliated Physicians, Inc. and Doctors Walk-In Clinics] [have] agreed to accept special reduced reimbursement rates for treatment rendered to Insureds. Eligible [Physician] services provided by [Affiliated Physicians, Inc. and Doctors Walk-In Clinics] will be paid at [50 - 100]% of these negotiated rates for Covered Medical Expenses, up to the Schedule of Benefits limits.

Insureds will be responsible for all out of pocket expenses in excess of the policy limits contained in the Schedule of Benefits.]]

Schedule of Medical Expense Benefits

[[Plan I] [Plan II]
[Metallic Level]
[Injury] [and] [Sickness] Benefits

No Overall Maximum Dollar Limit [(Per Insured Person, Per Policy Year)]

Deductible	[Preferred Provider] $[0 -No more than the Out-of-Pocket Maximum] [(Per Insured Person, Per Policy Year)] [(For each [Injury] [or] [Sickness])]

	[The Deductible will not be applied until the Company has paid $[1,000 – 25,000] in Covered Medical Expenses.]
[**Deductible**	[Preferred Provider] $[0 -No more than the Out-of-Pocket Maximum] (For all Insureds in a Family, Per Policy Year)]
[**Deductible**	[Out-of-Network] $[0 - 15,000] [(Per Insured Person, Per Policy Year)] [(For each [Injury] [or] [Sickness])]] [The Deductible will not be applied until the Company has paid $[1,000 – 25,000] in Covered Medical Expenses.]
[**Deductible**	[Out-of-Network] $[0 - 45,000] (For all Insureds in a Family, Per Policy Year)]
Coinsurance	[Preferred Provider] [[50 – 100]%] [[50 - 100]% to $[1,000 – 50,000], then [50 - 100%] thereafter] [[50 – 100] % to $[1,000 – 25,000], Deductible applies after $[1,000 – 25,000], then [50 – 100]% thereafter]
Coinsurance	[Out-of-Network] [[50 – 100]%] [[50 - 100]% to $[1,000 – 50,000], then [50 – 100]% thereafter] [[50 – 100]% to $[1,000 – 25,000], Deductible applies after $[1,000 – 25,000], then [50 – 100]% thereafter]
Out-of-Pocket Maximum	[Preferred Provider] $[0 - 6,350] (Per Insured Person, Per Policy Year)
[**Out-of-Pocket Maximum**	[Preferred Provider] $[0 - 12,700] (For all Insureds in a Family, Per Policy Year)]
[**Out-of-Pocket Maximum**	Out-of-Network $[0 - 45,000] (Per Insured Person, Per Policy Year)]
[**Out-of-Pocket Maximum**	Out-of-Network $[0 - 45,000] (For all Insureds in a Family, Per Policy Year)]

The Preferred Provider for this plan is [UnitedHealthcare Options PPO].

If care is received from a Preferred Provider any Covered Medical Expenses will be paid at the Preferred Provider level of benefits. [If a Preferred Provider is not available in the Network Area, benefits will be paid at the level of benefits shown as Preferred Provider benefits.] If the Covered Medical Expense is incurred for Emergency Services when due to a Medical Emergency, benefits will be paid at the Preferred Provider level of benefits. [Covered Medical Expense incurred at a Preferred Provider facility by an Out-of-Network Provider will be paid at the Preferred Provider level of benefits.] [Except for a Medical Emergency, Covered Medical Expenses incurred at a Preferred Provider facility by an Out-of-Network provider will be paid at the Out-of-Network level of benefits.] [In all other situations, reduced or lower benefits will be provided when an Out-of-Network provider is used.]

[The Policy provides benefits for the Covered Medical Expenses incurred by an Insured Person for loss due to a covered [Injury] [or] Sickness].]

[The Company will pay Covered Medical Expenses incurred at [50 – 100]% for Preferred Providers [and [50% - 100]% for Out-of-Network Providers] up to $[1,000 - 50,000]. After the Company has paid $[1,000 – 50,000], benefits will be paid for additional Covered Medical Expenses incurred at [50 – 100]% for Preferred Providers [and [50 – 100]% for Out-of-Network Providers].]

[The Company will pay Covered Medical Expenses incurred at [50 – 100]% for Preferred Providers and [50 – 100]% for Out-of-Network Providers up to $[1,000 – 25,000] before the Insured Person is responsible for satisfaction of the $[500 –No more than the Out-of-Pocket Maximum] [Preferred Provider] Deductible [and $[500 – 10,000] Out-of-Network Deductible]. After the Company pays $[1,000 – 25,000], the Deductible must be satisfied by the Insured Person before additional benefits will be paid. Once the Deductible has been satisfied, the Company will pay Covered Medical Expenses incurred at [50 - 100]% for Preferred Providers and [50 – 100]% for Out-of-Network Providers.]

Out-of-Pocket Maximum: After the Out-of-Pocket Maximum has been satisfied, Covered Medical Expenses will be paid at 100% for the remainder of the Policy Year [subject to any benefit maximums or limits that may apply]. [Separate Out-of-Pocket Maximums apply to Preferred Provider and Out-of-Network benefits.] [Covered Medical Expenses used to satisfy the Out-of-Pocket Maximum will be applied to both the Preferred Provider and Out-of-Network Out-of-Pocket Maximum.] Any applicable Copays or Deductibles will be applied to the Out-of-Pocket Maximum. Services that are not Covered Medical Expenses[and the amount benefits are reduced for failing to comply with policy provisions or requirements] do not count toward meeting the Out-of-Pocket Maximum. [Even when the Out-of-Pocket Maximum has been satisfied, the Insured Person will still be responsible for Out-of-Network per service Deductibles.]

[Student Health Center Benefits: [The Deductible will be waived] [and] [benefits will be paid at [100%] [for Covered Medical Expenses incurred] [of billed charges] when treatment is rendered at [or referred by] the Student Health Center] [for the following services: [e.g., any services listed in the schedule of benefits].]]

[Copays and Per Service Deductibles: All Copays [and per service Deductibles] specified in the Schedule of Benefits are in addition to the policy Deductible.]

Benefits are calculated on a Policy Year basis unless otherwise specifically stated. When benefit limits apply, benefits will be paid up to the maximum benefit for each service as scheduled below. [All benefit maximums are combined Preferred Provider and Out-of-Network unless otherwise specifically stated.] Please refer to the Medical Expense Benefits – Injury and Sickness section for a description of the Covered Medical Expenses for which benefits are available. Covered Medical Expenses include:

[Insert A]

[Insert A = Any Benefit contained in the Master Policy Schedule of Benefits]

Inpatient	**Preferred Provider**	**Out-of-Network**
Room and Board Expense	[$[100 – 1,000] Copay per day [to a maximum Copay of $[100 – 10,000] per Hospital Confinement]] [$[100 – 2,000] Copay per Hospital Confinement] [[50-100]% of] [Preferred Allowance]	[$[100 – 2,000] Deductible [per day] [per Hospital Confinement]] [[100 – 50]% of] [Usual and Customary Charges]
[Intensive Care	[$[100 – 1,000] Copay per day [to a maximum Copay of [$100 – 10,000] per Hospital Confinement]] [$[100 – 2,000] Copay per Hospital Confinement] [[50-100]% of] [Preferred Allowance]	**[**$[100 – 2,000] Deductible **[**per day] [per Hospital Confinement]] [[50-100]% of] [Usual and Customary Charges]]
Hospital Miscellaneous Expenses	[[50-100]% of] [Preferred Allowance]	[[50-100]% of] [Usual and Customary Charges]
[Routine Newborn Care	[Paid as any other Sickness] [[50-100]% of]	[Paid as any other Sickness] [[50-100]% of]

Inpatient	Preferred Provider	Out-of-Network
	[Preferred Allowance]	[Usual and Customary Charges]]
Surgery [If two or more procedures or performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed [50 – 100]% of the second procedure and [25 – 100]% of all subsequent procedures.]	[[50-100]% of] [Preferred Allowance]	[[50-100]% of] [Usual and Customary Charges]
Assistant Surgeon Fees	[[50-100]% of] [Preferred Allowance] [[25 - 50]% of Surgery Allowance]	[[50-100]% of] [Usual and Customary Charges] [[25 - 50]% of Surgery Allowance]
Anesthetist Services	[[50-100]% of] [Preferred Allowance] [[25 - 50]% of Surgery Allowance]	[[50-100]% of] [Usual and Customary Charges] [[25 – 50]% of Surgery Allowance]
Registered Nurse's Services [[10 – 365] days maximum [per Policy Year] [for each [Injury] [or] [Sickness]]]	[[50-100]% of] [Preferred Allowance] [No Benefits]	[[50-100]% of] [Usual and Customary Charges] [No Benefits]
Physician's Visits	[$[25 – 250] Copay [per visit] [per service]] [[50-100]% of] [Preferred Allowance]	[$[25 – 250] Deductible [per visit] [per service]] [[50-100]% of] [Usual and Customary Charges]
Pre-admission Testing [Payable within [7 – 14] working days prior to admission.]	[Paid under Hospital Miscellaneous Expenses] [[50-100]% of] [Preferred Allowance]	[Paid under Hospital Miscellaneous Expenses] [[50-100]% of] [Usual and Customary Charges]

Outpatient	Preferred Provider	Out-of-Network

Outpatient	Preferred Provider	Out-of-Network
Surgery [If two or more procedures or performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed [50 – 100]% of the second procedure and [25 – 100]% of all subsequent procedures.]	[[50-100]% of] [Preferred Allowance]	[[50-100]% of] [Usual and Customary Charges]
Day Surgery Miscellaneous Usual and Customary Charges for Day Surgery Miscellaneous are based on the Outpatient Surgical Facility Charge Index.	[$[10 – 1,000] Copay [per date of service]] [[50-100]% of] [Preferred Allowance]	[$[10 - 1,000] Deductible [per date of service]] [[50-100]% of] [Usual and Customary Charges]
Assistant Surgeon Fees	[[50-100]% of] [Preferred Allowance] [[25 - 50]% of Surgery Allowance]	[[50-100]% of] [Usual and Customary Charges] [[25 - 50]% of Surgery Allowance]
Anesthetist Services	[[50-100]% of] [Preferred Allowance] [[25 - 50]% of Surgery Allowance]	[[50-100]% of] [Usual and Customary Charges] [[25 - 50]% of Surgery Allowance]
Physician's Visits	[$[5 – 100] Copay per visit] [[50-100]% of] [Preferred Allowance]	[$[5 - 100] Deductible per visit] [[50-100]% of] [Usual and Customary Charges]

Outpatient	Preferred Provider	Out-of-Network
Physiotherapy [Preferred Provider] [Out-of-Network] [Limits [per Policy Year] [for each [Injury] [or] [Sickness]] as follows: [[20 – 160] visits of physical therapy] [[20 – 160] visits of occupational therapy] [[20 – 160] visits of speech therapy] [[13 – 160] visits of manipulative therapy] [[20 – 160] visits of any combination of physical therapy, occupational therapy, and speech therapy] [[20 – 160] visits of cardiac rehabilitation therapy]] [Benefits are payable only when referred by the [SHC].] [Review of Medical Necessity will be performed after [12 – 24] visits per [Injury] [or] [Sickness].]	[$[5 – 100] Copay per visit] [[50-100]% of] [Preferred Allowance]	[$[5 - 100] Deductible per visit] [[50-100]% of] [Usual and Customary Charges]
Medical Emergency Expenses [Treatment must be rendered within [48 – 120] hours from the [time of Injury] [or] [first onset of Sickness].] [The [Copay][/][per visit Deductible] will be waived if admitted to the Hospital.]	[$[5 – 500] Copay per visit] [[50-100]% of] [Preferred Allowance]	[$[5 - 500] Deductible per visit] [[50-100]% of] [Usual and Customary Charges]
Diagnostic X-Ray Services	[$[5 – 100] Copay [per service] [per visit]] [[50-100]% of] [Preferred Allowance]	[$[5 - 100] Deductible [per service] [per visit]] [[50-100]% of] [Usual and Customary Charges]

Outpatient	Preferred Provider	Out-of-Network
[Radiation Therapy	[$[5 – 100] Copay per treatment] [[50-100]% of] [Preferred Allowance]	[$[5 - 100] Deductible per treatment] [[50-100]% of] [Usual and Customary Charges]]
Laboratory Procedures	[$[5 – 100] Copay [per service] [per visit]] [[50-100]% of] [Preferred Allowance]	[$[5 - 100] Deductible [per service] [per visit]] [[50-100]% of] [Usual and Customary Charges]
Tests & Procedures	[$[5 – 500] Copay [per service] [per visit]] [[50-100]% of] [Preferred Allowance]	[$[5 - 500] Deductible [per service] [per visit]] [[50-100]% of] [Usual and Customary Charges]
Injections	[$[5 – 50] Copay [per injection] [per visit]] [[50-100]% of] [Preferred Allowance]	[$[5 - 50] Deductible [per injection] [per visit]] [[50-100]% of] [Usual and Customary Charges]
[Chemotherapy	[$[5 – 100] Copay per treatment] [[50-100]% of] [Preferred Allowance]	[$[5 - 100] Deductible per treatment] [[50-100]% of] [Usual and Customary Charges]]

Outpatient	Preferred Provider	Out-of-Network
Prescription Drugs [Mail order Prescription Drugs through [UHCP] for up to a [90] day supply [at [2 - 3] times the 31 day supply retail Copay] [[50 -100]% Coinsurance per prescription] [Tier 1] [Tier 2] [Tier 3] [Tier 4]]]	[[UnitedHealthcare Pharmacy [(UHCP),]] [$[50 – 1,000] Deductible (per Policy Year) [does not apply to policy Deductible]] [[$[0-650] Copay per prescription] [[50 - 100]% Coinsurance per prescription] [Tier 1] [Tier 2] [Tier 3] [Tier 4] [in addition to the Policy Deductible,] [plus any Ancillary Charge] / [up to a [31][60] day supply [per prescription] [per Specialty Prescription Drug Product]] [If a retail [UnitedHealthcare Pharmacy] agrees to the same rates, terms and requirements associated with dispensing a 90 day supply, then up to a consecutive 90 day supply of a Prescription Drug at 2.5 times the copay that applies to a 31 day supply per prescription.]]	[$[50 – 1,000] Deductible (per Policy Year) [does not apply to policy Deductible]] [$[0-450] Deductible per prescription [generic drug] [brand-name drug] [in addition to the policy Deductible] [up to a [31]-day supply [per prescription]]] [[50-100]% of] [Usual and Customary Charges]

Other	Preferred Provider	Out-of-Network
Ambulance Services	[$[25 – 1000] Copay [per trip][per day] [ground][air]] [[50-100]% of] [Preferred Allowance]	[$[25 – 1000] Deductible [per trip][per day] [ground][air]] [[50-100]% of] [Usual and Customary Charges]
Durable Medical Equipment	[$[5 – 500] Copay [per purchase]] [[50-100]% of] [Preferred Allowance]	[$[5 – 500] Deductible [per purchase]] [[50-100]% of] [Usual and Customary Charges]
Consultant Physician Fees	[$[5 – 100] Copay per [outpatient] visit] [[50-100]% of] [Preferred Allowance]	[$[5 – 100] Deductible per [outpatient] visit] [[50-100]% of] [Usual and Customary Charges]
Dental Treatment [Benefits paid on Injury to Sound, Natural Teeth only.]	[$[5 – 75] Copay [per tooth] [per visit]] [[50-100]% of] [Preferred Allowance] [Paid as any other Injury]	[$[5 – 75] Deductible [per tooth] [per visit]] [[50-100]% of] [Usual and Customary Charges] [Paid as any other Injury]
[Dental Treatment Benefits paid for removal of impacted wisdom teeth only. [$[50 – 1,500] maximum per procedure]	[$[5 – 100] Copay [per tooth] [per visit]] [[50-100]% of] [Preferred Allowance]	[$[5 – 100] Deductible [per tooth] [per visit]] [[50-100]% of] [Usual and Customary Charges]]
[Mental Illness Treatment	Paid as any other Sickness	Paid as any other Sickness]
[Substance Use Disorder Treatment	Paid as any other Sickness	Paid as any other Sickness]
[Maternity	Paid as any other Sickness	Paid as any other Sickness]
[Complications of Pregnancy	Paid as any other Sickness	Paid as any other Sickness]

Other	Preferred Provider	Out-of-Network
[Preventive Care Services No Deductible, Copays or Coinsurance will be applied when the services are received from a Preferred Provider.	100% of Preferred Allowance	[$[5 – 100] Copay [per visit] [per service]] [[50-100]% of] [Usual and Customary Charges]]
[Reconstructive Breast Surgery Following Mastectomy See Benefits for Reconstructive Breast Surgery Following Mastectomy	Paid as any other Sickness	Paid as any other Sickness]
[Diabetes Services	Paid as any other Sickness	Paid as any other Sickness]
[High Cost Procedures	[$[5 – 500] Copay [per procedure] [per service]] [[50-100]% of] [Preferred Allowance]	[$[5 – 500] Deductible [per procedure] [per service]] [[50-100]% of] [Usual and Customary Charges]]
Home Health Care	[$[5 – 50] Copay per visit] [[50-100]% of] [Preferred Allowance]	[$[5 – 50] Deductible per visit] [[50-100]% of] [Usual and Customary Charges]
Hospice Care [[17 – 180] days maximum [per Policy Year]]	[$[5 – 100] Copay [per day]] [[50-100]% of] [Preferred Allowance]	[$[5 – 100] Deductible [per day]] [[50-100]% of] [Usual and Customary Charges]

Other	Preferred Provider	Out-of-Network
Inpatient Rehabilitation Facility	[$[50 – 1,000] Copay per day [to a maximum Copay of $[50 – 10,000] per Inpatient admission]] [$[50 – 2,000] Copay per Inpatient admission] [[50-100]% of] [Preferred Allowance]	[$[50 – 1,000] Deductible per day [to a maximum Deductible of $[50 – 10,000] per Inpatient admission]] [$[50 – 2,000] Deductible per Inpatient admission] [[50-100]% of] [Usual and Customary Charges]
Skilled Nursing Facility [[30 – 180] days maximum [per Policy Year]]	[$[50 – 1,000] Copay per day [to a maximum Copay of $[50 – 10,000] per Inpatient admission]] [[50-100]% of] [Preferred Allowance]	[$[50 – 1,000] Deductible per day] [$[50 – 2,000] Deductible per Inpatient admission] [[50-100]% of] [Usual and Customary Charges]
Urgent Care Center	[$[5 – 150] Copay per visit] [[50-100]% of] [Preferred Allowance]	[$[5 – 150] Deductible per visit] [[50-100]% of] [Usual and Customary Charges] [
Hospital Outpatient Facility or Clinic	[$[5 – 150] Copay per visit] [[50-100]% of] [Preferred Allowance]	[$[5 – 150] Deductible per visit] [[50-100]% of] [Usual and Customary Charges]
[Approved Clinical Trials	Paid as any other Sickness	Paid as any other Sickness]
[**Transplantation Services**	Paid as any other Sickness	Paid as any other Sickness]

Other	Preferred Provider	Out-of-Network
[Insert any service excluded under the policy (e.g. Sleep Disorders,) [[10 – 100] [days][visits] maximum [per Policy Year] [for each [Injury] [or] [Sickness]]]	[Paid as any other Sickness] [$[5 – 2,000] Copay [per] [visit] [procedure] [service]] [[50-100]% of] [Preferred Allowance]	[Paid as any other Sickness] [$[5 – 2000] Deductible [per] [visit] [procedure] [service]] [[50-100]% of] [Usual and Customary Charges]]
[Insert any non-essential service excluded under the policy (e.g. acupuncture, infertility, hearing aids, obesity, TMJ) [[10 – 100] [days] [visits] maximum] [[$[50 – 10,000] maximum] [per Policy Year][for each [Injury] [or] [Sickness]]	[Paid as any other Sickness] [$[5 – 2,000] Copay [per] [visit] [procedure] [service]] [[50-100]% of] [Preferred Allowance]	[Paid as any other Sickness] [$[5 – 2,000] Deductible [per] [visit] [procedure] [service]] [[50-100]% of] [Usual and Customary Charges]]

[UnitedHealthcare] Pharmacy Benefits

Benefits are available for outpatient Prescription Drugs on our Prescription Drug List (PDL) when dispensed by a [UnitedHealthcare] Pharmacy. Benefits are subject to supply limits and [Copayments] [and][/][or] [Coinsurance] that vary depending on which tier of the PDL the outpatient drug is listed. There are certain Prescription Drugs that require your Physician to notify us to verify their use is covered within your benefit.

You are responsible for paying the applicable [Copayments] [and][/][or] [Coinsurance]. Your [Copayment][/][Coinsurance] is determined by the tier to which the Prescription Drug Product is assigned on the PDL. Tier status may change periodically and without prior notice to you. Please access [www.uhcsr.com] [or call [1-855-828-7716]] [or the customer service number on your ID card] for the most up-to-date tier status.

[[$[0 - 650] Copay] [[50 – 100]%] Coinsurance] per prescription order or refill for a Tier 1 [and] [Specialty] Prescription Drug [up to a [31][60] day supply]]

[[$[0 - 650] Copay] [[50 – 100]%] Coinsurance] per prescription order or refill for a [Tier 2] [and] [Specialty] Prescription Drug [up to a [31][60] day supply]]

[[$[0 - 650] Copay] [[50 – 100]%] Coinsurance] per prescription order or refill for a [Tier 3] [and] [Specialty] Prescription Drug [up to a [31][60] day supply]]

[[$[0 - 650] Copay] [[50 – 100]%] Coinsurance] per prescription order or refill for a [Tier 4] [and] [Specialty] Prescription Drug [up to a [31][60] day supply]]

[Mail order Prescription Drugs are available at [2.5] times the retail Copay up to a [90] day supply.]

[**Ancillary Charge** – an Ancillary Charge may apply when a covered Prescription Drug is dispensed at your [or your Physician's] request and there is another drug that is chemically the same available at a lower tier. When you choose the higher tiered drug of the two, you will pay the difference between the higher tiered drug and the lower tiered drug in addition to the [Copayment][/] [and] [or] [Coinsurance] that applies to the [lower tiered drug] [higher tiered drug].]

Specialty Prescription Drugs – if you require Specialty Prescription Drugs, we may direct you to a Designated Pharmacy with whom we have an arrangement to provide those Specialty Prescription Drugs. If you choose not to obtain your Specialty Prescription Drug from a Designated Pharmacy, you will be responsible for the entire cost of the Prescription Drug.

[**Designated Pharmacies** – if you require certain Prescription Drugs[including, but not limited to, Specialty Prescription Drugs,] we may direct you to a Designated Pharmacy with whom we have an arrangement to provide those

Prescription Drugs. If you choose not to obtain these Prescription Drugs from a Designated Pharmacy, you will be responsible for the entire cost of the Prescription Drug.]

[**ProgressionRX Program (Step Therapy Requirements)** - in order to receive benefits for certain Prescription Drugs you may be required to use a different Prescription Drugs Product(s) first.]

Please present your ID card to the network pharmacy when the prescription is filled.

If you do not present the card, you will need to pay for the prescription and then submit a reimbursement form for prescriptions filled at a network pharmacy along with the paid receipt in order to be reimbursed. To obtain reimbursement forms, or for information about mail-order prescriptions or network pharmacies, please visit [www.uhcsr.com] and log in to your online account [or call [1-855-828-7716]] [or the customer service number on your ID card]].

When prescriptions are filled at pharmacies outside the network, the Insured must pay for the prescriptions out-of-pocket and submit the receipts for reimbursement to [UnitedHealthcare **Student**Resources], [P.O. Box 809025, Dallas, TX 75380-9025.] See the Schedule of Benefits for the benefits payable at out-of-network pharmacies.

Additional Exclusions:

In addition to the policy Exclusions and Limitations, the following Exclusions apply to Network Pharmacy Benefits:

1. Coverage for Prescription Drug Products for the amount dispensed (days' supply or quantity limit) which exceeds the supply limit.
2. [Coverage for Prescription Drug Products for the amount dispensed (days' supply or quantity limit) which is less than the minimum supply limit.]
3. [Experimental or Investigational Services or Unproven Services and medications; medications used for experimental indications and/or dosage regimens determined by the Company to be experimental, investigational or unproven.]
4. [Prescription Drug Products, including New Prescription Drug Products or new dosage forms, that the Company determines do not meet the definition of a Covered Medical Expense.]
5. [Certain New Prescription Drug Products and/or new dosage forms until the date they are reviewed and assigned to a tier by our PDL Management Committee.]
6. [Compounded drugs that do not contain at least one ingredient that has been approved by the U.S. Food and Drug Administration and requires a Prescription Order or Refill. Compounded drugs that are available as a similar commercially available Prescription Drug Product. (Compounded drugs that contain at least one ingredient that requires a Prescription Order or Refill are assigned to Tier-[2] [3] [4].)] [Any prescription medication that must be compounded into its final form by the dispensing pharmacist, Physician, or other health care provider.]]
7. [Drugs available over-the-counter that do not require a Prescription Order or Refill by federal or state law before being dispensed, unless the Company has designated the over-the-counter medication as eligible for coverage as if it were a Prescription Drug Product and it is obtained with a Prescription Order or Refill from a Physician.

Prescription Drug Products that are available in over-the-counter form or comprised of components that are available in over-the-counter form or equivalent. Certain Prescription Drug Products that the Company has determined are Therapeutically Equivalent to an over-the-counter drug. Such determinations may be made up to six times during a calendar year, and the Company may decide at any time to reinstate Benefits for a Prescription Drug Product that was previously excluded under this provision.]

8. [Any product for which the primary use is a source of nutrition, nutritional supplements, or dietary management of disease, even when used for the treatment of Sickness or Injury[, except as required by state mandate].]
9. [A Prescription Drug Product that contains (an) active ingredient(s) available in and Therapeutically Equivalent to another covered Prescription Drug Product.]
10. [A Prescription Drug Product that contains (an) active ingredient(s) which is (are) a modified version of and Therapeutically Equivalent to another covered Prescription Drug Product.]

[Definitions:

[Insert A]

A = any definition contained in the Definitions section of policy rider COL-14-ID END (RX)

[**Prescription Drug or Prescription Drug Product** means a medication, product or device that has been approved by the U.S. Food and Drug Administration and that can, under federal or state law, be dispensed only pursuant to a Prescription Order or Refill. A Prescription Drug Product includes a medication that, due to its characteristics, is appropriate for self-administration or administration by a non-skilled caregiver. For the purpose of the benefits under the policy, this definition includes insulin.]

[**New Prescription Drug Product** means a Prescription Drug Product or new dosage form of a previously approved Prescription Drug Product, for the period of time starting on the date the Prescription Drug Product or new dosage form is approved by the U.S. Food and Drug Administration (FDA) and ending on the earlier of the following dates:

- The date it is assigned to a tier by our PDL Management Committee.
- December 31st of the following calendar year.]

[**Specialty Prescription Drug Product** means Prescription Drug Products that are generally high cost, self-injectable biotechnology drugs used to treat patients with certain illnesses. Insured Persons may access a complete list of Specialty Prescription Drug Products through the Internet at [www.uhcsr.com] or call Customer Service [at the telephone number on the Insured's ID card] [1-855-828-7716].]]

Medical Expense Benefits – Injury and Sickness

This section describes Covered Medical Expenses for which benefits are available in the Schedule of Benefits.

Benefits are payable for Covered Medical Expenses (see "Definitions") less any Deductible incurred by or for an Insured Person for loss due to Injury or Sickness subject to: a) the maximum amount for specific services as set forth in the Schedule of Benefits; and b) any Coinsurance, Copayment or per service Deductible amounts set forth in the Schedule of Benefits or any benefit provision hereto. Read the "Definitions" section and the "Exclusions and Limitations" section carefully.

No benefits will be paid for services designated as "No Benefits" in the Schedule of Benefits or for any matter described in "Exclusions and Limitations." If a benefit is designated, Covered Medical Expenses include:

Inpatient

1. **Room and Board Expense.**
   Daily semi-private room rate when confined as an Inpatient and general nursing care provided and charged by the Hospital.

2. **[Intensive Care.**
   If provided in the Schedule of Benefits.]

3. **Hospital Miscellaneous Expenses.**
   When confined as an Inpatient or as a precondition for being confined as an Inpatient. In computing the number of days payable under this benefit, the date of admission will be counted, but not the date of discharge.
   Benefits will be paid for services and supplies such as:
   - The cost of the operating room.
   - Laboratory tests.
   - X-ray examinations.
   - Anesthesia.
   - Drugs (excluding take home drugs) or medicines.
   - Therapeutic services.
   - Supplies.

4. **Routine Newborn Care.**
   While Hospital Confined and routine nursery care provided immediately after birth.
   Benefits will be paid for an inpatient stay of at least:
   - 48 hours following a vaginal delivery.
   - 96 hours following a cesarean section delivery.

   If the mother agrees, the attending Physician may discharge the newborn earlier than these minimum time frames.

5. **Surgery (Inpatient).**
Physician's fees for Inpatient surgery.

6. **Assistant Surgeon Fees.**
Assistant Surgeon Fees in connection with Inpatient surgery.

7. **Anesthetist Services.**
Professional services administered in connection with Inpatient surgery.

8. **Registered Nurse's Services.**
Registered Nurse's services which are all of the following:
- [Private duty nursing care only.]
- Received when confined as an Inpatient.
- Ordered by a licensed Physician.
- A Medical Necessity.

General nursing care provided by the Hospital, Skilled Nursing Facility or Inpatient Rehabilitation Facility is not covered under this benefit.

9. **Physician's Visits (Inpatient).**
Non-surgical Physician services when confined as an Inpatient. [Benefits do not apply when related to surgery.]

10. **Pre-admission Testing.**
Benefits are limited to routine tests such as:
- Complete blood count.
- Urinalysis.
- Chest X-rays.

If otherwise payable under the policy, major diagnostic procedures such as those listed below will be paid under the "Hospital Miscellaneous" benefit:
- CT scans.
- NMR's.
- Blood chemistries.

Outpatient

11. **Surgery (Outpatient).**
Physician's fees for outpatient surgery. [When these services are performed in a Physician's office, benefits are payable under Physician's Visits (Outpatient).]

12. **Day Surgery Miscellaneous (Outpatient).**
Facility charge and the charge for services and supplies in connection with outpatient day surgery[; excluding non-scheduled surgery; and surgery performed in a Hospital emergency room; trauma center; Physician's office; or clinic].

13. **Assistant Surgeon Fees (Outpatient).**
Assistant Surgeon Fees in connection with outpatient surgery.

14. **Anesthetist Services (Outpatient).**
Professional services administered in connection with outpatient surgery.

15. **Physician's Visits (Outpatient).**
Services provided in a Physician's office for the diagnosis and treatment of a Sickness or Injury. [Benefits do not apply when related to [surgery][or] [Physiotherapy].]
[Benefits include the following services when performed in the Physician's office:
- [Surgery.]
- [X-rays.]
- [Laboratory procedures.]
- [Tests and procedures]]

Physician's Visits for preventive care are provided as specified under Preventive Care Services.

16. **Physiotherapy (Outpatient).**
Includes but is not limited to the following rehabilitative services (including Habilitative Services):
- Physical therapy.
- Occupational therapy.
- Cardiac rehabilitation therapy.
- Manipulative treatment.
- Speech therapy. [Other than as provided for Habilitative Services, speech therapy will be paid only for the treatment of speech, language, voice, communication and auditory processing when the disorder results from Injury, trauma, stroke, surgery, cancer, [or] vocal nodules .]

17. **Medical Emergency Expenses (Outpatient).**
Only in connection with a Medical Emergency as defined. Benefits will be paid for the facility charge for use of the emergency room and supplies[.] [and:
- The attending Physician's charges.
- [X-rays.]
- [Laboratory procedures.]
- [Tests and procedures.]
- [Injections.]

[All other Emergency Services received during the visit will be paid as specified in the Schedule of Benefits.]

18. **Diagnostic X-ray Services (Outpatient).**
[Diagnostic X-rays are only those procedures identified in Physicians' Current Procedural Terminology (CPT) as codes 70000 - 79999 inclusive.] X-ray services for preventive care are provided as specified under Preventive Care Services.

19. **Radiation Therapy (Outpatient).**
See Schedule of Benefits.

20. **Laboratory Procedures (Outpatient).**
[Laboratory Procedures are only those procedures identified in Physicians' Current Procedural Terminology (CPT) as codes 80000 - 89999 inclusive.] Laboratory procedures for preventive care are provided as specified under Preventive Care Services.

21. **Tests and Procedures (Outpatient).**
Tests and procedures are those diagnostic services and medical procedures performed by a Physician but do not include:

- Physician's Visits.
- Physiotherapy.
- X-Rays.
- Laboratory Procedures.

The following therapies will be paid under the Tests and Procedures (Outpatient) benefit:

- Inhalation therapy.
- Infusion therapy.
- Pulmonary therapy.
- Respiratory therapy.

Tests and Procedures for preventive care are provided as specified under Preventive Care Services.

22. **Injections (Outpatient)**
When administered in the Physician's office and charged on the Physician's statement. Immunizations for preventive care are provided as specified under Preventive Care Services.

23. **Chemotherapy (Outpatient).**
See Schedule of Benefits.

24. **Prescription Drugs (Outpatient).**
See Schedule of Benefits.

Other

25. **Ambulance Services.**
See Schedule of Benefits.

26. **Durable Medical Equipment.**
Durable Medical Equipment must be all of the following:

- Provided or prescribed by a Physician. A written prescription must accompany the claim when submitted.
- Primarily and customarily used to serve a medical purpose.
- Can withstand repeated use.
- Generally is not useful to a person in the absence of Injury or Sickness.
- Not consumable or disposable except as needed for the effective use of covered durable medical equipment.

For the purposes of this benefit, the following are considered durable medical equipment.

- Braces that stabilize an injured body part and braces to treat curvature of the spine.
- External prosthetic devices that replace a limb or body part but does not include any device that is fully implanted into the body.
- Orthotic devices that straighten or change the shape of a body part.

If more than one piece of equipment or device can meet the Insured's functional need, benefits are available only for the equipment or device that meets the minimum specifications for the Insured's needs. Dental braces are not durable medical equipment and are not covered. [Benefits for durable medical equipment are limited to the initial purchase or one replacement purchase per Policy Year.] No benefits will be paid for rental charges in excess of purchase price.

27. **Consultant Physician Fees.**
Services provided on an Inpatient or outpatient basis.

28. **Dental Treatment.**
Dental treatment when services are performed by a Physician and limited to the following:

- Injury to Sound, Natural Teeth.
- [Removal of impacted[wisdom] teeth.]

[Breaking a tooth while eating is not covered.] [Routine dental care and treatment to the gums are not covered.]
Pediatric dental benefits are provided in the Pediatric Dental Services provision.

Benefits will also be provided for Hospital or facility charges and general anesthesia services in connection with dental procedures if certified by a Physician that a non-dental medical condition requires which require

Hospital Confinement to safeguard the health of the Insured Person. The following non-dental medical conditions may receive these Hospital benefits:

- Brittle diabetes.
- History of a life-endangering heart condition.
- History of uncontrollable bleeding.
- Severe bronchial asthma.
- Children under 10 years of age who require general anesthetic.
- Other non-dental life-endangering conditions that require hospitalization.

This does not include expenses for the dental procedure.

29. **Mental Illness Treatment.**

Benefits will be paid for services received:

- On an Inpatient basis while confined to a Hospital including partial hospitalization/day treatment received at a Hospital.
- On an outpatient basis including intensive outpatient treatment.

30. **Substance Use Disorder Treatment.**

Benefits will be paid for services received:

- On an Inpatient basis while confined to a Hospital including partial hospitalization/day treatment received at a Hospital.
- On an outpatient basis including intensive outpatient treatment.

31. **Maternity.**

Same as any other Sickness.

Benefits will be paid for an inpatient stay of at least:

- 48 hours following a vaginal delivery.
- 96 hours following a cesarean section delivery.

If the mother agrees, the attending Physician may discharge the mother earlier than these minimum time frames.

32. **Complications of Pregnancy.**

Same as any other Sickness.

33. **Preventive Care Services.**

Medical services that have been demonstrated by clinical evidence to be safe and effective in either the early detection of disease or in the prevention of disease, have been proven to have a beneficial effect on health outcomes and are limited to the following as required under applicable law:

- Evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the *United States Preventive Services Task Force.*

- Immunizations for routine use in children, adolescents,a nd adults that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention.
- With respect to infants, children, and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the *Health Resources and Services Administration.*
- With respect to women, such additional preventive care and screenings provided for in comprehensive guidelines supported by the *Health Resources and Services Administration.*

Benefits defined under the *Health Resources and Service Administration* include the following services:

- BRCA risk assessment testing, genetic testing, and genetic counseling.
- Benefits defined under the *Health Resources and Services Administration,* including:
- At least one form of contraception without cost sharing in each of the methods (currently 18) the FDA has identified for women in its current Birth Control Guide, including clinical services, such as patient education and counseling, needed for provision of the contraceptive method. Contraceptive methods include, but are not limited to, hormonal methods such as oral contraceptives, barrier methods such as prescription diaphragms and implanted devices, and oral medications for emergency contraception. If the Insured's Physician recommends a specific service or FDA-approved item based on Medical Necessity with respect to that Insured, the policy must cover that services without cost sharing.
- Screening and counseling for interpersonal and domestic violence.
- Breastfeeding support and counseling.
- The cost of renting one breast pump per pregnancy in conjunction with childbirth.

Benefits include medically appropriate gender-specific recommended Preventive Care Services as determined by the Insured's Physician, regardless of the Insured's gender assigned at birth, gender identity, or gender of the Insured as otherwise recorded by the Company.

Information about recommended Preventive Care Services may be obtained online at:

[http://www.uspreventiveservicestaskforce.org/Page/Name/uspstf-a-and-b-recommendations/] [and]
[http://www.hrsa.gov/womensguidelines/]

34. **Reconstructive Breast Surgery Following Mastectomy.**
Same as any other Sickness and in connection with a covered mastectomy. See Benefits for Reconstructive Surgery Following Mastectomy.

35. **Diabetes Services.**
Same as any other Sickness in connection with the treatment of diabetes.
Benefits will be paid for Medically Necessary:

- Outpatient self-management training, education and medical nutrition therapy service when ordered by a Physician and provided by appropriately licensed or registered healthcare professionals.
- Prescription Drugs, equipment, and supplies including insulin pumps and supplies, blood glucose monitors, insulin syringes with needles, blood glucose and urine test strips, ketone test strips and tablets and lancets and lancet devices.

36. **[High Cost Procedures.**
The following procedures provided on an outpatient basis:

- CT Scan.
- PET Scan
- Magnetic Resonance Imaging.]

37. **Home Health Care.**
Services received from a licensed home health agency that are:
- Ordered by a Physician.
- Provided or supervised by a Registered Nurse in the Insured Person's home.
- Pursuant to a home health plan.

Benefits will be paid only when provided on a part-time, intermittent schedule and when skilled care is required. One visit equals up to four hours of skilled care services.

38. **Hospice Care.**
When recommended by a Physician for an Insured Person that is terminally ill with a life expectancy of six months or less.
All hospice care must be received from a licensed hospice agency.
Hospice care includes:
- Physical, psychological, social, and spiritual care for the terminally ill Insured.
- Short-term grief counseling for immediate family members while the Insured is receiving hospice care.

39. **Inpatient Rehabilitation Facility.**
Services received while confined as a full-time Inpatient in a licensed Inpatient Rehabilitation Facility. Confinement in the Inpatient Rehabilitation Facility must follow within 24 hours of, and be for the same or related cause(s) as, a period of Hospital Confinement or Skilled Nursing Facility confinement.

40. **Skilled Nursing Facility.**
Services received while confined as an Inpatient in a Skilled Nursing Facility for treatment rendered for one of the following:
- In lieu of Hospital Confinement as a full-time inpatient.
- Within 24 hours following a Hospital Confinement and for the same or related cause(s) as such Hospital Confinement.

41. **Urgent Care Center.**
Benefits are limited to:
- The facility or clinic fee billed by the Urgent Care Center.
- [The attending Physician's charges.]
- [X-rays.]
- [Laboratory procedures.]
- [Tests and procedures.]

- [Injections.]

[All other services rendered during the visit will be paid as specified in the Schedule of Benefits.]

42. **Hospital Outpatient Facility or Clinic.**
Benefits are limited to:
- The facility or clinic fee billed by the Hospital.
- [The attending Physician's charges.]
- [X-rays.]
- [Laboratory procedures.]
- [Tests and procedures.]
- [Injections].

[All other services rendered during the visit will be paid as specified in the Schedule of Benefits.]

43. **Approved Clinical Trials**.
Routine Patient Care Costs incurred during participation in an Approved Clinical Trial for the treatment of cancer or other Life-threatening Condition. The Insured Person must be clinically eligible for participation in the Approved Clinical Trial according to the trial protocol and either: 1) the referring Physician is a participating health care provider in the trial and has concluded that the Insured's participation would be appropriate; or 2) the Insured provides medical and scientific evidence information establishing that the Insured's participation would be appropriate.

"Routine patient care costs" means Covered Medical Expenses which are typically provided absent a clinical trial and not otherwise excluded under the policy. Routine patient care costs do not include:
- The experimental or investigational item, device or service, itself.
- Items and services provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient.
- A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

"Life-threatening condition" means any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.

"Approved clinical trial" means a phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or condition and is described in any of the following:
- Federally funded trials that meet required conditions.
- The study or investigation is conducted under an investigational new drug application reviewed by the Food and Drug Administration.

- The study or investigation is a drug trial that is exempt from having such an investigational new drug application.

44. **Transplantation Services.**
Same as any other Sickness for organ or tissue transplants when ordered by a Physician. Benefits are available when the transplant meets the definition of a Covered Medical Expense.

Donor costs that are directly related to organ removal are Covered Medical Expenses for which benefits are payable through the Insured organ recipient's coverage under this policy.

No benefits are payable for transplants which are considered an Elective Surgery or Elective Treatment (as defined) and transplants involving permanent mechanical or animal organs.

Travel, lodging expenses, and food costs may be reimbursed based on the Company's guidelines that are available upon request from customer service. Health services connected with the removal of an organ or tissue from an Insured Person for purposes of a transplant to another person are not covered.

[Maternity Testing

This policy does not cover all routine, preventive, or screening examinations or testing. The following maternity tests and screening exams will be considered for payment according to the policy benefits if all other policy provisions have been met.

Initial screening at first visit:

- Pregnancy test: urine human chorionic gonatropin (HCG)
- Asymptomatic bacteriuria: urine culture
- Blood type and Rh antibody
- Rubella
- Pregnancy-associated plasma protein-A (PAPPA) **(first trimester only)**
- Free beta human chorionic gonadotrophin (hCG) **(first trimester only)**
- Hepatitis B: HBsAg
- Pap smear
- Gonorrhea: Gc culture
- Chlamydia: chlamydia culture
- Syphilis: RPR
- HIV: HIV-ab
- Coombs test
- Cystic fibrosis screening

Each visit: Urine analysis

Once every trimester: Hematocrit and Hemoglobin

Once during first trimester: Ultrasound

Once during second trimester:

- Ultrasound (anatomy scan)
- Triple Alpha-fetoprotein (AFP), Estriol, hCG or Quad screen test Alpha-fetoprotein (AFP), Estriol, hCG, inhibin-a

Once during second trimester if age 35 or over: Amniocentesis or Chorionic villus sampling (CVS), non-invasive fetal aneuploidy DNA testing

Once during second or third trimester: 50g Glucola (blood glucose 1 hour postprandial)

Once during third trimester: Group B Strep Culture

Pre-natal vitamins are not covered, except folic acid supplements with a written prescription. [For additional information regarding Maternity Testing, please call the Company at 1-800-767-0700.]]

[Mandated Benefits]

BENEFITS FOR MAMMOGRAPHY

If benefits are provided for the surgical procedure known as a mastectomy, benefits will also be provided as for any other Sickness for a mammography subject to all terms and conditions of the policy and according to the following guidelines:

1. One baseline mammogram for any woman who is thirty-five through thirty-nine years of age.
2. A mammogram every 2 years for any woman who is forty through forty-nine years of age, or more frequently if recommended by the woman's physician.
3. A mammogram every year for any woman who is fifty years of age or older.
4. A mammogram for any woman desiring a mammogram for Medical Necessity.

"Mastectomy" means the removal of all or part of the breast for Medically Necessary reasons as determined by a licensed Physician.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the policy.

BENEFITS FOR RECONSTRUCTIVE BREAST SURGERY FOLLOWING MASTECTOMY

Benefits will be paid the same as any other Sickness for reconstructive surgery following a covered mastectomy when the Insured Person elects breast reconstruction in connection with the mastectomy. The coverage shall include the following:

1. Reconstruction of the breast on which the mastectomy was performed;
2. Surgery and reconstruction of the other breast to produce symmetrical appearance;
3. Prostheses; and
4. Treatment of physical complications for all stages of mastectomy including lymphedemas.

Benefits will be provided upon recommendation of a Physician as determined by consultation between the Physician and the patient.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the policy.

[Coordination of Benefits Provision

Benefits will be coordinated with any other eligible medical, surgical or hospital plan or coverage so that combined payments under all programs will not exceed 100% of allowable expenses incurred for covered services and supplies.]

[[Accidental Death and Dismemberment Benefits

Loss of Life, Limb or Sight

If such Injury shall independently of all other causes and within [90 - 365] days from the date of Injury solely result in any one of the following specific losses, the Insured Person or beneficiary may request the Company to pay the applicable amount below in addition to payment under the Medical Expense Benefits.

For Loss Of

[Life	$[500.00 - 25,000.00]
Both Hands, Both Feet, or Sight of Both Eyes	$[500.00 - 25,000.00]
One Hand [and] One Foot	$[500.00 - 25,000.00]
Either One Hand or One Foot and Sight of One Eye	$[500.00 - 25,000.00]
One Hand or One Foot or Sight of One Eye	$[500.00 - 25,000.00]
[Entire Thumb and Index Finger of Either Hand	$[500.00 - 25,000.00]]

Loss shall mean with regard to hands and feet, dismemberment by severance at or above the wrist or ankle joint; with regard to eyes, entire and irrecoverable loss of sight. Only one specific loss (the greater) resulting from any one Injury will be paid.]

[Life	$[500.00 - 25,000.00]
Two or More Members	$[500.00 - 25,000.00]

One Member	$[500.00 - 25,000.00]
[Thumb or Index Finger	$[500.00 - 25,000.00]]

Member means hand, arm, foot, leg, or eye. Loss shall mean with regard to hands or arms and feet or legs, dismemberment by severance at or above the wrist or ankle joint; with regard to eyes, entire and irrecoverable loss of sight. Only one specific loss (the greater) resulting from any one Injury will be paid.]]

[[Accidental] Death Benefit

If an accidental Injury should independently of all other causes [and within [90 - 365] days from the date of Injury solely] result in the loss of the Insured's life, [or if a covered Sickness should result in the loss of the Insured's life,] the Insured's beneficiary may request the Company to pay $[500 – 25,000] in addition to payment under any Medical Expense Benefit provision.]

[[Student Health Center (SHC)] [University Health Service (UHS)] Referral Required

[STUDENTS ONLY]
[OUTPATIENT SERVICES ONLY]

The student [and Spouse[/Dependents]] [must] [should] use the services the [Health Center] first where [outpatient] treatment will be administered or referral issued. Expenses incurred for medical treatment rendered outside of the [Student Health Center] for which no prior approval or referral is obtained [are excluded from coverage] [will be subject to [an additional] [a] [$25 - 500] Deductible][will be paid at [50 - 90%] of the benefits otherwise payable under the Schedule of Benefits]. A referral issued by the [SHC] must accompany the claim when submitted. Only one referral is required for each Injury or Sickness per Policy Year.

A [SHC] referral for outside care is not necessary only under any of the following conditions:

1. Medical Emergency. [The student must return to [SHC] for necessary follow-up care].
[2. When the [Student Health Center] is closed.]
[3. When service is rendered at another facility during break or vacation periods.]
[4. Medical care received when the student is more than [50 miles] from campus.]
[5. Medical care obtained when a student is no longer able to use the [SHC] due to a change in student status.]
[6.] Maternity, obstetrical and gynecological care.
[7. Mental Illness treatment] [and] [Substance Use Disorder treatment].]

[[Dependents] [Dependent children] are not eligible to use the [SHC] and therefore are exempt from the above limitations and requirements.]]

[[Student Health Center (SHC)] [University Health Service (UHS)] Referral Required

[PHYSICIAN'S VISITS]

Insurance benefits for [Physician's visits] are provided only upon referral by the [Student Health Center]. Expenses incurred for ["Physician's visits"] for which no prior approval or referral is obtained [are excluded from coverage] [will be subject to [an additional] [a] [$25 - 500 Deductible] [will be paid at [50 - 90%] of the benefits otherwise payable under the Schedule of Benefits]. A referral issued by the [SHC] must accompany the claim when submitted. Only one referral is required for each Injury or Sickness per Policy Year.

A [SHC] referral is not necessary only under any of the following conditions:

1. Medical Emergency. [The student must return to [SHC] for necessary follow-up care].
[2. When the [Student Health Center] is closed.]
[3. When service is rendered at another facility during break or vacation periods.]
[4. Medical care received when the student is more than [50 miles] from campus.]
[5. Medical care obtained when a student is no longer able to use the [SHC] due to a change in student status.]
[6.] Maternity, obstetrical and gynecological care.
[7. Mental Illness treatment] [and] [Substance Use Disorder treatment].]

[[Dependents] [Dependent children] are not eligible to use the [SHC] and therefore are exempt from the above limitations and requirements.]]

[[Student Health Center (SHC)] [University Health Service (UHS)] Referral Required

[STUDENTS ONLY]

The student [and Spouse[/Dependents]] should use the services of the [Health Center] first where treatment will be administered or referral issued. Expenses incurred for medical treatment rendered outside of the [Student Health Center] for which no prior approval or referral is obtained will be paid at the Out-of-Network level of benefits as specified in the Schedule of Benefits. A referral issued by the [SHC] must accompany the claim when submitted. Only one referral is required for each Injury or Sickness per Policy Year.

A [SHC] referral for outside care is not necessary only under any of the following conditions:

1. Medical Emergency. [The student must return to [SHC] for necessary follow-up care].
[2. When the [Student Health Center] is closed.]
[3. When service is rendered at another facility during break or vacation periods.]
[4. Medical care received when the student is more than [50 miles] from campus.]
[5. Medical care obtained when a student is no longer able to use the [SHC] due to a change in student status.]
[6.] Maternity, obstetrical and gynecological care.
[7. Mental Illness treatment] [and] [Substance Use Disorder treatment].]

[Dependents [Dependent children] are not eligible to use the [SHC]; and therefore, are exempt from the above limitations and requirements.]]

[[Optional] Repatriation Benefit

[International] [Students Only]
[$[500 – 25,000] Maximum Benefit]

[This optional benefit is subject to payment of the additional premium as specified on the enrollment card. [Optional benefits may only be purchased at the time of initial enrollment in the Plan and may not be added later.]]

If the Insured dies while insured under the Policy, benefits will be paid up to $[500 - $25,000] for preparing and transporting the remains of the deceased's body to his home country. [This benefit is limited to the Maximum Benefit specified above.]]

[[Optional] Medical Evacuation Benefit

[International] [Students Only]
[$[500 - $25,000] Maximum Benefit]

[This optional benefit is subject to payment of the additional premium as specified on the enrollment card. [Optional benefits may only be purchased at the time of initial enrollment in the Plan and may not be added later.]]

When Hospital Confined for at least [five] consecutive days, and recommended and approved by the attending Physician, benefits will be paid up to $[500 - $25,000] for the evacuation of the Insured to his home country. [This benefit is limited to the Maximum Benefit specified above.]]

[Continuation Privilege

All Insured Persons who have been continuously insured under the school's regular student Policy for at least [3 - 12] [consecutive months][one semester] [or] [one quarter] and who no longer meet the Eligibility requirements under that Policy are eligible to continue their coverage for a period of not more than [[30 - 90] days] [[3 – 6] months] under the school's policy in effect at the time of such continuation. If an Insured Person is still eligible for continuation at the beginning of the next Policy Year, the Insured must purchase coverage under the new policy as chosen by the school. Coverage under the new policy is subject to the rates and benefits selected by the school for that policy year.

[Application must be made and] premium must be paid directly to [UnitedHealthcare **Student**Resources] and be received within [14] days after the expiration date of your student coverage. For further information on the Continuation privilege, please contact [UnitedHealthcare **Student**Resources].]]

[Dental Benefits

Benefits will be paid for the following specific procedures. Payment will not exceed [the maximum amount specified for each procedure].

[Insert E]

[E] = any dental procedure listed in the "Code for Most Frequently Repeated Dental Procedures" published by the Journal of the American Dental Association.]

[Student Health Center]

[Routine Foot Care Treatment]

(Any service or treatment listed in the "Exclusions and Limitations")

Benefits will be paid for [routine foot care including the care, cutting, and removal of [corns,] [calluses,] [toenails,] and [bunions]] provided that [[the surgery is performed] [the treatment is rendered] at [the Student Health Center]] [or] [the Insured obtains a referral from the Student Health Center for outside treatment]. [The referral issued by the Student Health Center must accompany the claim when submitted.]

Definitions

COINSURANCE means the percentage of Covered Medical Expenses that the Company pays.

COMPLICATION OF PREGNANCY means a condition: 1) which requires the Insured to be Hospital Confined (when the pregnancy is not terminated), whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity, but shall not include false labor, occasional spotting, physician prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy; and 2) Cesarean section delivery, ectopic pregnancy which is terminated, spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible, puerperal infection, eclampsia and toxemia.

CONGENITAL CONDITION means a condition existing at or from birth that is a significant deviation from the common form or function of the body, whether caused by a hereditary or developmental defect or disease. For the purposes of this definition, significant deviation is a deviation which impairs the function of the body and includes but is not limited to the conditions of cleft lip, cleft palate, webbed fingers or toes, sixth toes or fingers, or defects of metabolism and other conditions that are medically diagnosed to be congenital condition.

COPAY/COPAYMENT means a specified dollar amount that the Insured is required to pay for certain Covered Medical Expenses.

COVERED MEDICAL EXPENSES means reasonable charges which are: 1) not in excess of Usual and Customary Charges; 2) not in excess of the Preferred Allowance when the policy includes Preferred Provider benefits and the charges are received from a Preferred Provider; 3) not in excess of the maximum benefit amount payable per service as specified in the Schedule of Benefits; 4) made for services and supplies not excluded under the policy; 5) mace for services and supplies which are a Medical Necessity; 6) made for services included in the Schedule of Benefits; and 7) in excess of the amount stated as a Deductible, if any.

Covered Medical Expenses will be deemed "incurred" only: 1) when the covered services are provided; and 2) when a charge is made to the Insured Person for such services.

CUSTODIAL CARE means services that are any of the following:

1. Non-health related services, such as assistance in activities.
2. Health-related services that are provided for the primary purpose of meeting the personal needs of the patient or maintaining a level of function (even if the specific services are considered to be skilled services), as opposed to improving that function to an extent that might allow for a more independent existence.
3. Services that do not require continued administration by trained medical personnel in order to be delivered safely and effectively.

DEDUCTIBLE means if an amount is stated in the Schedule of Benefits or any rider to this policy as a deductible, it shall mean an amount to be subtracted from the amount or amounts otherwise payable as Covered Medical Expenses before payment of any benefit is made. The deductible will apply as specified in the Schedule of Benefits.

[**DEPENDENT** means the legal spouse of the Named Insured and their dependent-children. [Dependent shall also include the Domestic Partner of the Named Insured and their dependent, unmarried children.] Children shall cease to be dependent at the end of the month in which they attain the age of [26 – 30] years.

The attainment of the limiting age will not operate to terminate the coverage of such child while the child is and continues to be both:

1. Incapable of self-sustaining employment by reason of intellectual disability or physical handicap.
2. Chiefly dependent upon the Insured Person for support and maintenance.

Proof of such incapacity and dependency shall be furnished to the Company: 1) by the Named Insured; and, 2) within 31 days of the child's attainment of the limiting age. Subsequently, such proof must be given to the Company annually following the child's attainment of the limiting age.

If a claim is denied under the policy because the child has attained the limiting age for dependent children, the burden is on the Insured Person to establish that the child is and continues to be handicapped as defined by subsections (1) and (2).]

[**DOMESTIC PARTNER** means a person who is neither married nor related by blood or marriage to the Named Insured but who1) lives together with the Named Insured in the same residence and intends to do so indefinitely; and 2) is responsible with the Named Insured for each other's welfare. A domestic partner relationship may be demonstrated by any three of the following types of documentation: 1) a joint mortgage or lease; 2) designation of the domestic partner as beneficiary for life insurance; 3) designation of the domestic partner as primary beneficiary in the Named Insured's will; 4) domestic partnership agreement; 5) powers of attorney for property and/or health care; and 6) joint ownership of either a motor vehicle, checking account or credit account.]

ELECTIVE SURGERY OR ELECTIVE TREATMENT means those health care services or supplies that do not meet the health care need for a Sickness or Injury. Elective surgery or elective treatment includes any service, treatment or supplies that: 1) are deemed by the Company to be research or experimental; or 2) are not recognized and generally accepted medical practices in the United States.

EMERGENCY SERVICES means, with respect to a Medical Emergency:

1. A medical screening examination that is within the capability of the emergency department of a Hospital, including ancillary services routinely available to the emergency department to evaluate such emergency medical condition; and
2. Such further medical examination and treatment to stabilize the patient to the extent they are within the capabilities of the staff and facilities available at the Hospital.

HABILITATIVE SERVICES means outpatient occupational therapy, physical therapy and speech therapy prescribed by the Insured Person's treating Physician pursuant to a treatment plan to develop a function not currently present as a result of a congenital, genetic, or early acquired disorder.

Habilitative services do not include services that are solely educational in nature or otherwise paid under state or federal law for purely educational services. Custodial Care, respite care, day care, therapeutic recreation, vocational training and residential treatment are not habilitative services.

A service that does not help the Insured person to meet functional goals in a treatment plan within a prescribed time frame is not a habilitative service. When the Insured Person reaches his/her maximum level of improvement or does not demonstrate continued progress under a treatment plan, a service that was previously habilitative is no longer habilitative.

HOSPITAL means a licensed or properly accredited general hospital which: 1) is open at all times; 2) is operated primarily and continuously for the treatment of and surgery for sick and injured persons as inpatients; 3) is under the supervision of a staff of one or more legally qualified Physicians available at all times; 4) continuously provides on the premises 24 hour nursing service by Registered Nurses; 5) provides organized facilities for diagnosis and major

surgery on the premises or in facilities available to the Hospital on a pre-arranged basis and under the supervision of a duly licensed Physician; and 6) is not primarily a clinic, nursing, rest or convalescent home.

HOSPITAL CONFINED/HOSPITAL CONFINEMENT means confinement as an Inpatient in a Hospital by reason of an Injury or Sickness for which benefits are payable.

INJURY means bodily injury which is all of the following:

1. directly and independently caused by specific accidental contact with another body or object.
2. unrelated to any pathological, functional, or structural disorder.
3. a source of loss.
4. treated by a Physician within [30 - 365] days after the date of accident.
5. sustained while the Insured Person is covered under this policy.

All injuries sustained in one accident, including all related conditions and recurrent symptoms of these injuries will be considered one injury. Injury does not include loss which results wholly or in part, directly or indirectly, from disease or other bodily infirmity. [Covered Medical Expenses incurred as a result of an injury that occurred prior to this policy's Effective Date will be considered a Sickness under this policy.]

INPATIENT means an uninterrupted confinement that follows formal admission to a Hospital, Skilled Nursing Facility or Inpatient Rehabilitation Facility by reason of an Injury or Sickness for which benefits are payable under this policy.

INPATIENT REHABILITATION FACILITY means a long term acute inpatient rehabilitation center, a Hospital (or special unit of a Hospital designated as an inpatient rehabilitation facility) that provides rehabilitation health services on an Inpatient basis as authorized by law.

INSURED PERSON means[: 1)] the Named Insured[; and, 2) Dependents of the Named Insured, if: 1) the Dependent is properly enrolled in the program, and 2) the appropriate Dependent premium has been paid]. The term "Insured" also means Insured Person.

INTENSIVE CARE means: 1) a specifically designated facility of the Hospital that provides the highest level of medical care; and 2) which is restricted to those patients who are critically ill or injured. Such facility must be separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement. They must be: 1) permanently equipped with special life-saving equipment for the care of the critically ill or injured; and 2) under constant and continuous observation by nursing staff assigned on a full-time basis, exclusively to the intensive care unit. Intensive care does not mean any of these step-down units:

1. Progressive care.
2. Sub-acute intensive care.
3. Intermediate care units.

4. Private monitored rooms.
5. Observation units.
6. Other facilities which do not meet the standards for intensive care.

MEDICAL EMERGENCY means the occurrence of a sudden, serious and unexpected Sickness or Injury. In the absence of immediate medical attention, a reasonable person could believe this condition would result in any of the following:

1. Death.
2. Placement of the Insured's health in jeopardy.
3. Serious impairment of bodily functions.
4. Serious dysfunction of any body organ or part.
5. In the case of a pregnant woman, serious jeopardy to the health of the fetus.

Expenses incurred for "Medical Emergency" will be paid only for Sickness or Injury which fulfills the above conditions. These expenses will not be paid for minor Injuries or minor Sicknesses.

MEDICAL NECESSITY/MEDICALLY NECESSARY means those services or supplies provided or prescribed by a Hospital or Physician which are all of the following:

1. Essential for the symptoms and diagnosis or treatment of the Sickness or Injury.
2. Provided for the diagnosis, or the direct care and treatment of the Sickness or Injury.
3. In accordance with the standards of good medical practice.
4. Not primarily for the convenience of the Insured, or the Insured's Physician.
5. The most appropriate supply or level of service which can safely be provided to the Insured.

The Medical Necessity of being confined as an Inpatient means that both:

The Insured requires acute care as a bed patient.
The Insured cannot receive safe and adequate care as an outpatient.

This policy only provides payment for services, procedures and supplies which are a Medical Necessity. No benefits will be paid for expenses which are determined not to be a Medical Necessity, including any or all days of Inpatient confinement.

MENTAL ILLNESS means a Sickness that is a mental, emotional or behavioral disorder listed in the mental health or psychiatric diagnostic categories in the current *Diagnostic and Statistical Manual of the American Psychiatric Association*. The fact that a disorder is listed in the *Diagnostic and Statistical Manual of the American Psychiatric Association* does not mean that treatment of the disorder is a Covered Medical Expense. [If not excluded or defined elsewhere in the policy, all mental health or psychiatric diagnoses are considered one Sickness.]

NAMED INSURED means an eligible, registered student of the Policyholder, if: 1) the student is properly enrolled in the program; and 2) the appropriate premium for coverage has been paid.

[**NEWBORN INFANT** AND ADOPTED CHILD means any newborn child of an Insured and any newborn adopted child placed with the Insured within 60 days after birth while that person is insured under this policy. Any such child will be covered under the policy for the first 60 days after birth. In the case of an adopted child placed with the Insured more than 60 days after the birth of the child while that person is insured under this policy, coverage shall begin on the date the child is so placed. Coverage for such newborn or adopted child will be for Injury or Sickness, including medically diagnosed Congenital Conditions, prematurity and nursery care; benefits will be the same as for the Insured Person who is the child's parent.

Prior to legal finalization of adoption, coverage shall be provided for a child placed for adoption in the same manner as it would with respect to a naturally born child of the Insured until the first to occur of the following events:

a) The date the child is removed permanently from that placement and the legal obligation terminates; or
b) The date the Insured rescinds, in writing, the agreement of adoption or agreement assuming financial responsibility.

[The Insured will have the right to continue such coverage for the child beyond the first 60 days. To continue the coverage the Insured must, within the 60 days after the child's birth or placement for adoption: 1) apply to the Company; and 2) pay the required additional premium, if any, not less than thirty-one (31) days following receipt by the Insured of notice for the required premium for the continued coverage. If the Insured does not use this right as stated here, all coverage as to that child will terminate at the end of the first 60 days after the child's birth.]

The term "placed" shall mean physical placement in the care of the Insured, or in those circumstances in which such physical placement is prevented due to the medical needs of the child requiring placement in a medical facility, it shall mean when the Insured signs an agreement for adoption of such child and signs an agreement assuming financial responsibility for such child.]

OUT-OF-POCKET MAXIMUM means the amount of Covered Medical Expenses that must be paid by the Insured Person before Covered Medial Expenses will be paid at 100% for the remainder of the Policy Year. Refer to the Schedule of Benefits for details on how the Out-of-Pocket Maximum applies.

PHYSICIAN means a legally qualified licensed practitioner of the healing arts who provides care within the scope of his/her license, other than a member of the person's immediate family.
The term "member of the immediate family" means any person related to an Insured Person within the third degree by the laws of consanguinity or affinity.

PHYSIOTHERAPY means short-term outpatient rehabilitation therapies (including Habilitative Services) administered by a Physician.

POLICY YEAR means the period of time beginning on the policy Effective Date and ending on the policy Termination Date.

PRESCRIPTION DRUGS mean: 1) prescription legend drugs; 2) compound medications of which at least one ingredient is a prescription legend drug; 3) any other drugs which under the applicable state or federal law may be dispensed only upon written prescription of a Physician; and 4) injectable insulin.

REGISTERED NURSE means a professional nurse (R.N.) who is not a member of the Insured Person's immediate family.

SICKNESS means sickness or disease of the Insured Person which causes loss while the Insured Person is covered under this policy. [All related conditions and recurrent symptoms of the same or a similar condition will be considered one sickness.] [Covered Medical Expenses incurred as a result of an Injury that occurred prior to this policy's Effective Date will be considered a sickness under this policy.]

SKILLED NURSING FACILITY means a Hospital or nursing facility that is licensed and operated as required by law.

SOUND, NATURAL TEETH means natural teeth, the major portion of the individual tooth is present, regardless of fillings or caps; and is not carious, abscessed, or defective.

SUBSTANCE USE DISORDER means a Sickness that is listed as an alcoholism and substance use disorder in the current *Diagnostic and Statistical Manual of the American Psychiatric Association.* The fact that a disorder is listed in the *Diagnostic and Statistical Manual of the American Psychiatric Association* does not mean that treatment of the disorder is a Covered Medical Expense. [If not excluded or defined elsewhere in the policy, all alcoholism and substance use disorders are considered one Sickness.]

[TOTALLY DISABLED means a condition of a Named Insured which, because of [Sickness or] Injury, renders the Insured unable to actively attend classes. [A totally disabled Dependent is one who is unable to perform all activities usual for a person of that age.]]

URGENT CARE CENTER means a facility that provides treatment required to prevent serious deterioration of the Insured Person's health as a result of an unforeseen Sickness, Injury, or the onset of acute or severe symptoms.

USUAL AND CUSTOMARY CHARGES means the lesser of the actual charge or a reasonable charge which is : 1) usual and customary when compared with the charges made for similar services and supplies; and 2) made to persons having similar medical conditions in the [locality of the Policyholder][locality where service is rendered]. The Company uses data from [FAIR Health, Inc.] to determine Usual and Customary Charges. No payment will be made under this policy for any expenses incurred which in the judgment of the Company are in excess of Usual and Customary Charges.

Exclusions and Limitations

No benefits will be paid for: a) loss or expense caused by, contributed to, or resulting from; or b) treatment, services or supplies for, at, or related to any of the following:

1. [Acne[, except as specifically provided in the policy].]
2. [Acupuncture[, except as specifically provided in the policy].]
3. [Addiction, such as:
   - [Caffeine addiction.]
   - [Non-chemical addiction, such as: gambling, sexual, spending, shopping, working and religious.]
   - [Codependency.]]
4. [[Behavioral problems.] [Conceptual handicap.] [Developmental delay or disorder or mental retardation.] [Intensive behavioral therapies, such as applied behavioral analysis.] [Learning disabilities.] [Milieu therapy.] [Parent-child problems.] This exclusion does not apply the treatment of any Mental Illness or Substance Use Disorder as defined in the policy.]]
5. [Biofeedback[, except as specifically provided in the policy].]
6. [Chronic pain disorders.]
7. [Circumcision.]
8. [Cosmetic procedures, except [as specifically provided in the policy or] reconstructive procedures to:
   - Correct an Injury or treat a Sickness for which benefits are otherwise payable under this policy. The primary result of the procedure is not a changed or improved physical appearance.
   - Treat or correct a Congenital Condition of a covered Dependent child.
   - Treat or correct Congenital Conditions of a Newborn and Adopted child.]
9. [Custodial Care.
   - Care provided in: rest homes, health resorts, homes for the aged, halfway houses, [college infirmaries] or places mainly for domiciliary or Custodial Care.
   - Extended care in treatment or substance abuse facilities for domiciliary or Custodial Care.]
10. [Dental treatment, except:
    - For accidental Injury to [Sound,] Natural Teeth.
    - As described under Dental Treatment in the policy.
    - [As specifically provided in the Schedule of Benefits.]]

    This exclusion does not apply to benefits specifically provided in Pediatric Dental Services.]
11. [Elective Surgery or Elective Treatment.]
12. Elective abortion, except to preserve the life of the female upon whom the abortion is performed.
13. [Flight in any kind of aircraft, except while riding as a passenger on a regularly scheduled flight of a commercial airline[, or chartered aircraft only while participating in a school sponsored [intercollegiate sport][activity]].]
14. [Foot care for the following[, except as specifically provided in the policy]:
    - [Flat foot conditions.]
    - [Supportive devices for the foot.]
    - [Subluxations of the foot.]
    - [Fallen arches.]

- [Weak feet.]
- [Chronic foot strain.]
- [Routine foot care including the care, cutting and removal of [corns,] [calluses,] [toenails,] [and] [bunions (except capsular or bone surgery)].]

This exclusion does not apply to preventive foot care for Insured Persons with diabetes.]

15. [Health spa or similar facilities.] [Strengthening programs.]
16. [[Hearing examinations.] [Hearing aids.] Other treatment for hearing defects and hearing loss. "Hearing defects" means any physical defect of the ear which does or can impair normal hearing, apart from the disease process.

    This exclusion does not apply to:
    - Hearing defects or hearing loss as a result of an infection or Injury.
    - [Benefits specifically provided in the policy.]
17. [Hirsutism.] [Alopecia.]
18. [Hypnosis.]
19. [Immunizations, except as specifically provided in the policy.] [Preventive medicines or vaccines, except where required for treatment of a covered Injury or as specifically provided in the policy.]
20. [Injury caused by, contributed to, or resulting from the [addiction to or] use of:
    - [Alcohol.]
    - [Intoxicants.]
    - [Hallucinogenics.]
    - [Illegal drugs.]
    - Any drugs or medicines that are not taken in the recommended dosage or for the purpose prescribed by the Insured Person's Physician.]
21. [Injury or Sickness for which benefits are paid or payable under any Workers' Compensation or Occupational Disease Law or Act, or similar legislation.]
22. [Injury or Sickness outside the United States and its possessions[, Canada] [or] [Mexico][, except [for a Medical Emergency] when traveling for [academic study abroad programs,] [business] [or] [pleasure]].]
23. [Injury occurring during practice or play of curricular or competitive sports activities as a member of the school sponsored sports team.]
24. [Investigational services.]
25. [Lipectomy.]
26. [[Marital] [or] [family] counseling.]
27. [[Outpatient Physiotherapy; except when referred by the Student Health Center.]
28. [Participation in a riot or civil disorder. Commission of or attempt to commit a felony. [Fighting.]]
29. [Prescription Drugs, services or supplies as follows[, except as specifically provided in the policy]:
    - [Therapeutic devices or appliances, including: [hypodermic needles,] [syringes,] support garments and other non-medical substances, regardless of intended use, except as specifically provided in the policy.]
    - [Birth control and/or contraceptives, oral or other, whether medication or device[, regardless of intended use;] except as specifically provided in Preventive Care Services[or except as specifically provided in the policy].]

- [Immunization agents, except as specifically provided in the policy.] [Biological sera.] [Blood or blood products administered on an outpatient basis.]
- [Drugs labeled, "Caution - limited by federal law to investigational use" or experimental drugs.]
- [Products used for cosmetic purposes.]
- [Drugs used to treat or cure baldness.][Anabolic steroids used for body building.]
- [Anorectics - drugs used for the purpose of weight control.]
- [Fertility agents, such as Parlodel, Pergonal, Clomid, Profasi, Metrodin, or Serophene.]
- [Growth hormones, except to treat children with growth failure due to a pituitary disorder.]
- [Refills in excess of the number specified or dispensed after one (1) year of date of the prescription.]]

30. [Reproductive/Infertility services including but not limited to the following[, except as specifically provided in the policy]:
    - [Procreative counseling.]
    - [Genetic counseling] [and] [genetic testing].]
    - [Cryopreservation of reproductive materials.] [Storage of reproductive materials.]
    - [Fertility tests.]
    - [Infertility treatment (male or female), including any services or supplies rendered for the purpose or with the intent of inducing conception.]
    - [Premarital examinations.]
    - [Impotence, organic or otherwise.]
    - [Female sterilization procedures, except as specifically provided in the policy.]
    - [Vasectomy.]
    - [Reversal of sterilization procedures.]
    - [Sexual reassignment surgery.]]
31. [Research or examinations relating to research studies, or any treatment for which the patient or the patient's representative must sign an informed consent document identifying the treatment in which the patient is to participate as a research study or clinical research study, except as specifically provided in the policy for Approved Clinical Trials.]
32. [[Routine eye examinations.] [Eye refractions.] [Eyeglasses.] [Contact lenses.] [Prescriptions or fitting of eyeglasses or contact lenses.] [Vision correction surgery.] [Treatment for visual defects and problems.
    This exclusion does not apply as follows:
    - When due to a covered Injury or disease process.
    - To benefits specifically provided in Pediatric Vision Services.
    - [To benefits specifically provided in the policy.]
    - To the first pair of eyeglasses or contact lenses following cataract surgery which must be purchased within 90 days following surgery.]
33. [Routine Newborn Infant Care and well-baby nursery and related Physician charge, except as specifically provided in the policy.]
34. [Preventive care services, except as specifically provided in the policy, including:
    - [Routine physical examinations and routine testing.]
    - [Preventive testing or treatment.]

- [Screening exams or testing in the absence of Injury or Sickness.]]

35. [Services provided [normally without charge] by the Health Service of the Policyholder.] [Services covered or provided by the student health fee.]
36. [[Skeletal irregularities of one or both jaws, including orthognathia and mandibular retrognathia.] [Temporomandibular joint dysfunction.] [Deviated nasal septum, including submucous resection and/or other surgical correction thereof.] [Nasal and sinus surgery, except for treatment of a covered Injury[or treatment of chronic sinusitis].] [This exclusion does not apply to benefits specifically provided in the policy.]]
37. [Professional participation in the following activities: [Skiing.] [Snowboarding.] [Scuba diving.] [Surfing.] [Roller skating.] [Skateboarding.] [Riding in a rodeo.]
38. [Professional participation in the following activities: [Skydiving.] [Parachuting.] [Hang gliding.] [Glider flying.] [Parasailing.] [Sail planing.] [Bungee jumping.]
39. [Sleep disorders[, except as specifically provided in the policy.]
40. [Speech therapy, except as specifically provided in the policy.] [Naturopathic services.]
41. [Stand-alone multi-disciplinary smoking cessation programs. These are programs that usually include health care providers specializing in smoking cessation and may include a psychologist, social worker or other licensed or certified professional.]
42. [Suicide or attempted suicide while sane or insane [(including drug overdose)].] [Intentionally self-inflicted Injury.]
43. [Supplies, except as specifically provided in the policy.]
44. [Surgical breast reduction, breast augmentation, breast implants or breast prosthetic devices, [or gynecomastia,] except as specifically provided in the policy.]
45. [Professional participation in or related to any: Travel in or upon, sitting in or upon, alighting to or from, or working on or around any:
    - [Motorcycle.]
    - [Recreational vehicle including but not limiting to: [two- or three-wheeled motor vehicle,] [four-wheeled all terrain vehicle (ATV),] [jet ski,] [ski cycle,] [or] [snowmobile].]
46. [Treatment in a Government hospital, unless there is a legal obligation for the Insured Person to pay for such treatment.]
47. [War or any act of war, declared or undeclared; or while in the armed forces of any country (a pro-rata premium will be refunded upon request for such period not covered).]
48. [Weight management.] [Weight reduction.] [Nutrition programs.] [Treatment for obesity [(except [surgery for] morbid obesity)].] Surgery for removal of excess skin or fat.] [This exclusion does not apply to benefits specifically provided in the policy.]

[[FrontierMEDEX: Global Emergency Medical Assistance]

A description of services provided by [FrontierMEDEX] is inserted here when requested by the policyholder.]

[[Nurseline] [Collegiate Assistance Program]

A description of services provided by [Nurseline] [Collegiate Assistance Program] is inserted here when requested by the policyholder.]

[Online Access to Account Information

[UnitedHealthcare **Student**Resources] Insureds have online access to claims status, EOBs, ID Cards, network providers, correspondence and coverage information by logging in to ***My Account*** at [www.uhcsr.com/myaccount]. Insured students who don't already have an online account may simply select the "create **My Account** Now" link. Follow the simple, onscreen directions to establish an online account in minutes using your 7-digit Insurance ID number or the email address on file.

As part of [UnitedHealthcare **Student**Resources'] environmental commitment to reducing waste, we've adopted a number of initiatives designed to preserve our precious resources while also protecting the security of a student's personal health information.

My Account now includes Message Center - a self-service tool that provides a quick and easy way to view any email notifications we may have sent. In *Message* Center, notifications are securely sent directly to the Insured student's email address. If the Insured student prefers to receive paper copies, he or she may opt-out of electronic delivery by going into *My Email Preferences* and making the change there.

[ID Cards

One way we are becoming greener is to no longer automatically mail out ***ID Cards***. Instead, we will send an email notification when the digital ID card is available to be downloaded from ***My Account***. An Insured student may also use ***My Account*** to request delivery of a permanent ID card through the mail.]

[UHCSR Mobile App

The UHCSR Mobile App is available for download from Google Play or Apple's App Store. Features of the Mobile App include easy access to:

- ID Cards – view, save to your device, fax or email directly to your provider. Covered Dependents are also included.
- Provider Search – search for In-Network participating Healthcare or Mental Health providers, call the office or facility; view a map.
- Find My Claims – view claims received within the past 60 days for both the primary insured and covered dependents; includes Provider, date of service, status, claim amount and amount paid.]

[UnitedHealth Allies

Insured students also have access to the UnitedHealth Allies® discount program. Simply log in to ***My Account*** as described above and select ***UnitedHealth Allies Plan*** to learn more about the discounts available. When the Medical ID card is viewed or printed, the UnitedHealth Allies card is also included. The UnitedHealth Allies Program is not insurance and is offered by UnitedHealth Allies, a UnitedHealth Group company.]

Claim Procedures for Injury and Sickness Benefits

[In the event of Injury [or Sickness], students should:]

1. Report [to the [Student Health Service] [or] [Infirmary] [for [treatment] [or] [referral]], or when not in school,] to their Physician or Hospital.]

2. [Mail to the address below all medical and hospital bills along with the patient's name and insured student's name, address, SR ID number (insured's insurance company ID number) and name of the [college] [or] [university] under which the student is insured.] [A Company claim form is not required for filing a claim.]]

3. [Secure a Company claim form [from the Student Health Service] [or] [from the address below], [fill in the necessary information,] [have the attending physician complete his portion of the form,] [fill out the form completely,] attach all medical and hospital bills and mail to the address below. [No claim will be paid unless a Company claim form is filled out completely and mailed to the address below.]

4. Submit claims for payment within 90 days after the date of service. If the Insured doesn't provide this information within one year of the date of service, benefits for that service may be denied at our discretion. This time limit does not apply if the Insured is legally incapacitated.

Submit the above information to the Company by mail:

[UnitedHealthcare **Student**Resources
P.O. Box 809025
Dallas, TX 75380-9025
[By facsimile (fax):
[xxx-xxx-xxxx]]

Pediatric Dental Services Benefits

Benefits are provided for Covered Dental Services for Insured Persons under the age of [19-21]. Benefits terminate on the earlier of: 1) [date] [last day of the month] [last day of the Policy Year] the Insured Person reaches the age of [19 - 21]; or 2) the date the Insured Person's coverage under the policy terminates.

Section 1: Accessing Pediatric Dental Services

Network and Non-Network Benefits

Network Benefits apply when the Insured Person chooses to obtain Covered Dental Services from a Network Dental Provider. Insured Persons generally are required to pay less to the Network Dental Provider than they would pay for services from a non-Network provider. Network Benefits are determined based on the contracted fee for each Covered Dental Service. In no event, will the Insured Person be required to pay a Network Dental Provider an amount for a Covered Dental Service in excess of the contracted fee.

In order for Covered Dental Services to be paid as Network Benefits, the Insured must obtain all Covered Dental Services directly from or through a Network Dental Provider.

Insured Persons must always verify the participation status of a provider prior to seeking services. From time to time, the participation status of a provider may change. Participation status can be verified by calling the Company and/or the provider. If necessary, the Company can provide assistance in referring the Insured Person to a Network Dental Provider.

The Company will make a Directory of Network Dental Providers available to the Insured Person. The Insured Person can also call Customer Service at [877-816-3596] to determine which providers participate in the Network. The telephone number for Customer Service is also on the Insured's ID card.

Non-Network Benefits apply when Covered Dental Services are obtained from non-Network Dental Providers. Insured Persons generally are required to pay more to the provider than for Network Benefits. Non-Network Benefits are determined based on the Usual and Customary Fee for similarly situated Network Dental Providers for each Covered Dental Service. The actual charge made by a non-Network Dental Provider for a Covered Dental Service may exceed the Usual and Customary Fee. As a result, an Insured Person may be required to pay a non-Network Dental Provider an amount for a Covered Dental Service in excess of the Usual and Customary Fee. In addition, when Covered Dental Services are obtained from non-Network Dental Providers, the Insured must file a claim with the Company to be reimbursed for Eligible Dental Expenses.

Covered Dental Services

Benefits are eligible for Covered Dental Services if such Dental Services are Necessary and are provided by or under the direction of a Network Dental Provider.

Benefits are available only for Necessary Dental Services. The fact that a Dental Provider has performed or prescribed a procedure or treatment, or the fact that it may be the only available treatment for a dental disease, does not mean that the procedure or treatment is a Covered Dental Service.

Pre-Treatment Estimate

If the charge for a Dental Service is expected to exceed $300 or if a dental exam reveals the need for fixed bridgework, the Insured Person may receive a pre-treatment estimate. To receive a pre-treatment estimate, the Insured Person or Dental Provider should send a notice to the Company, via claim form, within 20 calendar days of the exam. If requested, the Dental Provider must provide the Company with dental x-rays, study models or other information necessary to evaluate the treatment plan for purposes of benefit determination.

The Company will determine if the proposed treatment is a Covered Dental Service and will estimate the amount of payment. The estimate of benefits payable will be sent to the Dental Provider and will be subject to all terms, conditions and provisions of the policy.

A pre-treatment estimate of benefits is not an agreement to pay for expenses. This procedure lets the Insured Person know in advance approximately what portion of the expenses will be considered for payment.

[Pre-Authorization

Pre-authorization is required for all orthodontic services. The Insured Person should speak to the Dental Provider about obtaining a pre-authorization before Dental Services are rendered. If the Insured Person does not obtain a pre-authorization, the Company has a right to deny the claim for failure to comply with this requirement.
If a treatment plan is not submitted, the Insured Person will be responsible for payment of any dental treatment not approved by the Company. Clinical situations that can be effectively treated by a less costly, clinically acceptable alternative procedure will be assigned a Benefit based on the less costly procedure.]

Section 2: Benefits for Pediatric Dental Services

Benefits are provided for the Dental Services stated in this Section when such services are:

A. Necessary.
B. Provided by or under the direction of a Dental Provider.
C. Clinical situations that can be effectively treated by a less costly, dental appropriate alternative procedure will be assigned a Benefit based on the least costly procedure.
D. Not excluded as described in Section 3: Pediatric Dental Services exclusions.

[Policy Deductible

Benefits for pediatric Dental Services are subject to the Deductible stated in the policy Schedule of Benefits.]

[Dental Services Deductible

Benefits for pediatric Dental Services are not subject to the policy Deductible stated in the policy Schedule of Benefits. Instead, benefits for pediatric Dental Services are subject to a separate Dental Services Deductible. [For Network Benefits, the Dental Services Deductible per Policy Year is [$0 -$2,000] per Insured Person[, not to exceed [$0 - 4,000] for all Insured Persons in a family]. For Non-Network Benefits, the Dental Services Deductible per Policy Year is [$0 -$2,000] per Insured Person[, not to exceed [$0 - 4,000] for all Insured Persons in a family].] [For any combination of Network and Non-Network Benefits, the Dental Services Deductible per Policy Year is [$0 -$2,000] per Insured Person[, not to exceed [$0 - 4,000] for all Insured Persons in a family].

[The Dental Services Deductible does not apply to Diagnostic Services and/or Preventive Services.]]

Benefits

When Benefit limits apply, the limit stated refers to any combination of Network Benefits and Non-Network Benefits unless otherwise specifically stated. Benefit limits are calculated on a Policy Year basis unless otherwise specifically stated.

Benefit Description and Limitations	Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.	Non-Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.
Diagnostic Services - [(Not subject to payment of the [Dental Services] Deductible.)]		
Intraoral Bitewing Radiographs (Bitewing X-ray) Limited to 1 set of films every 6 months.	[[50 – 100]%] [100% after a Copayment of $[1 - 100]]	[[50 – 100]%]
Panorex Radiographs (Full Jaw X-ray) or Complete Series Radiographs (Full Set of X-rays) Limited to 1 film every 60 months.	[[50 – 100]%] [100% after a Copayment of $[1 - 100]]	[[50 – 100]%]
Periodic Oral Evaluation (Checkup Exam) Limited to 1 every 6 months. Covered as a separate Benefit only if no other service was done during the visit other than X-rays.	[[50 – 100]%] [100% after a Copayment of $[1 - 100]]	[[50 – 100]%]
Preventive Services - [(Not subject to payment of the [Dental Services] Deductible.)]		
Dental Prophylaxis (Cleanings) Limited to 1 every 6 months.	[[50 – 100]%] [100% after a Copayment of $[1 - 100]]	[[50 – 100]%]
Fluoride Treatments Limited to 2 treatments per 12 months. Treatment should be done in conjunction with dental prophylaxis.	[[50 – 100]%] [100% after a Copayment of $[1 - 100]]	[[50 – 100]%]
Sealants (Protective Coating) Limited to one sealant per tooth every 36 months.	[[50 – 100]%] [100% after a Copayment of $[1 - 100]]	[[50 – 100]%]
[Space Maintainers -][([Subject] [Not subject] to payment of the [Dental Services] Deductible.)]		
Space Maintainers Limited to one per 60 months. Benefit includes all adjustments within 6 months of installation.	[[50 – 100]%] [100% after a Copayment of $[1 - 100]]	[[50 - 80]%]
Minor Restorative Services, Endodontics, Periodontics and Oral Surgery - [(Subject to payment of the [Dental Services] Deductible.)]		
Amalgam Restorations (Silver Fillings) Multiple restorations on one surface will be treated as a single filling.	[[50 - 80]%] [100% after a Copayment of $[1 - 300]]	[[50 - 80]%]
Composite Resin Restorations (Tooth Colored Fillings) For anterior (front) teeth only.	[[50 - 80]%] [100% after a Copayment of $[1 - 300]]	[[50 - 80]%]
Periodontal Surgery (Gum Surgery)	[[50 - 80]%]	[[50 - 80]%]

Benefit Description and Limitations	Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.	Non-Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.
Limited to one quadrant or site per 36 months per surgical area.	[100% after a Copayment of $[1 - 300]]	
Scaling and Root Planing (Deep Cleanings) Limited to once per quadrant per 24 months.	[[50 - 80]%] [100% after a Copayment of $[1 - 300]]	[[50 - 80]%]
Periodontal Maintenance (Gum Maintenance) Limited to 4 times per 12 month period following active and adjunctive periodontal therapy, within the prior 24 months, exclusive of gross debridement.	[[50 - 80]%] [100% after a Copayment of $[1 - 300]]	[[50 - 80]%]
Endodontics (root canal therapy) performed on anterior teeth, bicuspids, and molars Limited to once per tooth per lifetime. Endodontic Surgery	[[50 - 80]%] [100% after a Copayment of $[1 - 800]]	[[50 - 80]%]
Simple Extractions (Simple tooth removal) Limited to 1 time per tooth per lifetime.	[[50 - 80]%] [100% after a Copayment of $[1 - 300]]	[[50 - 80]%]
Oral Surgery, including Surgical Extraction	[[50 - 80]%] [100% after a Copayment of $[1 - 300]]	[[50 - 80]%]
Adjunctive Services - [(Subject to payment of the [Dental Services] Deductible.)]		
General Services (including Emergency Treatment of dental pain) Covered as a separate Benefit only if no other service was done during the visit other than X-rays.General anesthesia is covered when clinically necessary.	[[50 - 80]%] [100% after a Copayment of $[1 - 300]]	[[50 - 80]%]
Occlusal guards for Insureds age 13 and older Limited to one guard every 12 months.	[[50 - 80]%] [100% after a Copayment of $[1 - 300]]	[[50 - 80]%]
Major Restorative Services - [(Subject to payment of the [Dental Services] Deductible.)]		
Inlays/Onlays/Crowns (Partial to Full Crowns) Limited to once per tooth per 60 months. Covered only when silver fillings cannot restore the tooth.	[[50 - 80]%] [100% after a Copayment of $[1 - 800]]	[[50 - 80]%]
Fixed Prosthetics (Bridges) Limited to once per tooth per 60 months. Covered only when a filling cannot restore the tooth.	[[50 - 80]%] [100% after a Copayment of $[1 - 800]]	[[50 - 80]%]

Benefit Description and Limitations	Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.	Non-Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.
Removable Prosthetics (Full or partial dentures) Limited to one per consecutive60 months. No additional allowances for precision or semi-precision attachments.	[[50 - 80]%] [100% after a Copayment of $[1 - 800]]	[[50 - 80]%]
Relining and Rebasing Dentures Limited to relining/rebasing performed more than 6 months after the initial insertion. Limited to once per 36 months.	[[50 - 80]%] [100% after a Copayment of $[1 - 800]]	[[50 - 80]%]
Repairs or Adjustments to Full Dentures, Partial Dentures, Bridges, or Crowns Limited to repairs or adjustments performed more than 12 months after the initial insertion. Limited to one per 24 months.	[[50 - 80]%] [100% after a Copayment of $[1 - 800]]	[[50 - 80]%]
Implants [(Subject to payment of the [Dental Services] Deductible.)]		
Implant Placement Limited to once per 60 months.	[[50 - 100]%] [100% after a Copayment of $[1 - 800]]	[[50 - 80]%]
Implant Supported Prosthetics Limited to once per 60 months.	[[50 - 100]%] [100% after a Copayment of $[1 - 800]]	[[50 - 80]%]
Implant Maintenance Procedures Includes removal of prosthesis, cleansing of prosthesis and abutments and reinsertion of prosthesis. Limited to once per 60 months.	[[50 - 100]%] [100% after a Copayment of $[1 - 800]]	[[50 - 80]%]
Repair Implant Supported Prosthesis by Report Limited to once per 60 months.	[[50 - 100]%] [100% after a Copayment of $[1 - 800]]	[[50 - 80]%]
Abutment Supported Crown (Titanium) or Retainer Crown for FPD - Titanium Limited to once per 60 months.	[[50 - 100]%] [100% after a Copayment of $[1 - 800]]	[[50 - 80]%]
Repair Implant Abutment by Support Limited to once per 60 months.	[[50 - 100]%] [100% after a Copayment of $[1 - 800]]	[[50 - 80]%]
Radiographic/Surgical Implant Index by Report Limited to once per 60 months.	[[50 - 100]%] [100% after a Copayment of	[[50 - 80]%]

Benefit Description and Limitations	Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.	Non-Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.
	$[1 - 800]]	
MEDICALLY NECESSARY ORTHODONTICS - [(Subject to payment of the [Dental Services] Deductible.)]		
Benefits for comprehensive orthodontic treatment are approved by the Company, only in those instances that are related to an identifiable syndrome such as cleft lip and or palate, Crouzon's syndrome, Treacher-Collins syndrome, Pierre-Robin syndrome, hemi-facial atrophy, hemi-facial hypertrophy; or other severe craniofacial deformities which result in a physically handicapping malocclusion as determined by the Company's dental consultants. Benefits are not available for comprehensive orthodontic treatment for crowded dentitions (crooked teeth), excessive spacing between teeth, temporomandibular joint (TMJ) conditions and/or having horizontal/vertical (overjet/overbite) discrepancies. [All orthodontic treatment must be prior authorized.]		
[Orthodontic Services] [Services or supplies furnished by a Dental Provider in order to diagnose or correct misalignment of the teeth or the bite. Benefits are available only when the service or supply is determined to be Medically Necessary.]	[[0% - 100]%]	[[0% - 100]%]

Section 3: Pediatric Dental Exclusions

The following Exclusions are in addition to those listed in the EXCLUSIONS AND LIMITATIONS of the policy. Except as may be specifically provided under Section 2: Benefits for Covered Dental Services, benefits are not provided for the following:

1. Any Dental Service or Procedure not listed as a Covered Dental Service in Section 2: Benefits for Covered Dental Services.
2. Dental Services that are not Necessary.
3. Hospitalization or other facility charges.
4. Any Dental Procedure performed solely for cosmetic/aesthetic reasons. (Cosmetic procedures are those procedures that improve physical appearance.)
5. Reconstructive surgery, regardless of whether or not the surgery is incidental to a dental disease, Injury, or Congenital Condition, when the primary purpose is to improve physiological functioning of the involved part of the body.
6. Any Dental Procedure not directly associated with dental disease.
7. Any Dental Procedure not performed in a dental setting.
8. Procedures that are considered to be Experimental or Investigational or Unproven Services. This includes pharmacological regimens not accepted by the American Dental Association (ADA) Council on Dental Therapeutics. The fact that an Experimental, or Investigational or Unproven Service, treatment, device or

pharmacological regimen is the only available treatment for a particular condition will not result in benefits if the procedure is considered to be Experimental or Investigational or Unproven in the treatment of that particular condition.

9. Drugs/medications, obtainable with or without a prescription, unless they are dispensed and utilized in the dental office during the patient visit.
10. Setting of facial bony fractures and any treatment associated with the dislocation of facial skeletal hard tissue.
11. Treatment of benign neoplasms, cysts, or other pathology involving benign lesions, except excisional removal. Treatment of malignant neoplasms or Congenital Conditions of hard or soft tissue, including excision.
12. Replacement of complete dentures, fixed and removable partial dentures or crowns and implants, implant crowns and prosthesis if damage or breakage was directly related to provider error. This type of replacement is the responsibility of the Dental Provider. If replacement is Necessary because of patient non-compliance, the patient is liable for the cost of replacement.
13. Services related to the temporomandibular joint (TMJ), either bilateral or unilateral. Upper and lower jaw bone surgery (including surgery related to the temporomandibular joint). Orthognathic surgery, jaw alignment, and treatment for the temporomandibular joint.
14. Charges for failure to keep a scheduled appointment without giving the dental office 24 hours notice.
15. Expenses for Dental Procedures begun prior to the Insured Person's Effective Date of coverage.
16. Dental Services otherwise covered under the policy, but rendered after the date individual coverage under the policy terminates, including Dental Services for dental conditions arising prior to the date individual coverage under the policy terminates.
17. Services rendered by a provider with the same legal residence as the Insured Person or who is a member of the Insured Person's family, including spouse, brother, sister, parent or child.
18. Foreign Services are not covered unless required for a Dental Emergency.
19. Fixed or removable prosthodontic restoration procedures for complete oral rehabilitation or reconstruction.
20. Attachments to conventional removable prostheses or fixed bridgework. This includes semi-precision or precision attachments associated with partial dentures, crown or bridge abutments, full or partial overdentures, any internal attachment associated with an implant prosthesis, and any elective endodontic procedure related to a tooth or root involved in the construction of a prosthesis of this nature.
21. Procedures related to the reconstruction of a patient's correct vertical dimension of occlusion (VDO).
22. Occlusal guards used as safety items or to affect performance primarily in sports-related activities.
23. Placement of fixed partial dentures solely for the purpose of achieving periodontal stability.
24. Acupuncture; acupressure and other forms of alternative treatment, whether or not used as anesthesia.

Section 4: Claims for Pediatric Dental Services

When obtaining Dental Services from a non-Network provider, the Insured Person will be required to pay all billed charges directly to the Dental Provider. The Insured Person may then seek reimbursement from the Company. The Insured Person must provide the Company with all of the information identified below.

Reimbursement for Dental Services

The Insured Person is responsible for sending a request for reimbursement to the Company, on a form provided by or satisfactory to the Company.

Claim Forms

It is not necessary to include a claim form with the proof of loss. However, the proof must include all of the following information:

- Insured Person's name and address.
- Insured Person's identification number.
- The name and address of the provider of the service(s).
- A diagnosis from the Dental Provider including a complete dental chart showing extractions, fillings or other dental services rendered before the charge was incurred for the claim.
- Radiographs, lab or hospital reports.
- Casts, molds or study models.
- Itemized bill which includes the CPT or ADA codes or description of each charge.
- The date the dental disease began.
- A statement indicating that the Insured Person is or is not enrolled for coverage under any other health or dental insurance plan or program. If enrolled for other coverage the Insured Person must include the name of the other carrier(s).

To file a claim, submit the above information to the Company at the following address:

UnitedHealthcare Dental
Attn: Claims Unit
[P.O. Box 30567]
[Salt Lake City, UT 84130-0567]

Submit claims for payment within 90 days after the date of service. If the Insured doesn't provide this information within one year of the date of service, benefits for that service may be denied at our discretion. This time limit does not apply if the Insured is legally incapacitated.

If the Insured Person would like to use a claim form, the Insured Person can request one be mailed by calling Customer Service at [1-877-816-3596]. This number is also listed on the Insured's [Dental] ID Card.

Section 5: Defined Terms for Pediatric Dental Services

[Insert A]

[A = any definition contained in the Defined Terms section of the Pediatric Dental Services rider COL-14-ID PEDDENT]

The following definitions are in addition to the policy DEFINITIONS:

Covered Dental Service – a Dental Service or Dental Procedure for which benefits are provided under this rider.

Dental Emergency - a dental condition or symptom resulting from dental disease which arises suddenly and, in the judgment of a reasonable person, requires immediate care and treatment, and such treatment is sought or received within 24 hours of onset.

Dental Provider - any dentist or dental practitioner who is duly licensed and qualified under the law of jurisdiction in which treatment is received to render Dental Services, perform dental surgery or administer anesthetics for dental surgery.

Dental Service or Dental Procedures - dental care or treatment provided by a Dental Provider to the Insured Person while the policy is in effect, provided such care or treatment is recognized by the Company as a generally accepted form of care or treatment according to prevailing standards of dental practice.

Eligible Dental Expenses - Eligible Dental Expenses for Covered Dental Services, incurred while the policy is in effect, are determined as stated below:

- For Network Benefits, when Covered Dental Services are received from Network Dental Providers, Eligible Dental Expenses are the Company's contracted fee(s) for Covered Dental Services with that provider.
- For Non-Network Benefits, when Covered Dental Services are received from Non-Network Dental Providers, Eligible Dental Expenses are the Usual and Customary Fees, as defined below.

Necessary - Dental Services and supplies which are determined by the Company through case-by-case assessments of care based on accepted dental practices to be appropriate and are all of the following:

- Necessary to meet the basic dental needs of the Insured Person.
- Rendered in the most cost-efficient manner and type of setting appropriate for the delivery of the Dental Service.
- Consistent in type, frequency and duration of treatment with scientifically based guidelines of national clinical, research, or health care coverage organizations or governmental agencies that are accepted by the Company.
- Consistent with the diagnosis of the condition.
- Required for reasons other than the convenience of the Insured Person or his or her Dental Provider.
- Demonstrated through prevailing peer-reviewed dental literature to be either:
- Safe and effective for treating or diagnosing the condition or sickness for which their use is proposed; or
- Safe with promising efficacy
- For treating a life threatening dental disease or condition.
- Provided in a clinically controlled research setting.
- Using a specific research protocol that meets standards equivalent to those defined by the *National Institutes of Health*.

(For the purpose of this definition, the term life threatening is used to describe dental diseases or sicknesses or conditions, which are more likely than not to cause death within one year of the date of the request for treatment.)

The fact that a Dental Provider has performed or prescribed a procedure or treatment or the fact that it may be the only treatment for a particular dental disease does not mean that it is a Necessary Covered Dental Service as defined in this rider. The definition of Necessary used in this rider relates only to benefits under this rider and differs from the way in which a Dental Provider engaged in the practice of dentistry may define necessary.

Usual and Customary Fee - Usual and Customary Fees are calculated by the Company based on available data resources of competitive fees in that geographic area.
Usual and Customary Fees must not exceed the fees that the provider would charge any similarly situated payor for the same services.

Usual and Customary Fees are determined solely in accordance with the Company's reimbursement policy guidelines. The Company's reimbursement policy guidelines are developed by the Company, in its discretion, following evaluation and validation of all provider billings in accordance with one or more of the following methodologies:

- As indicated in the most recent edition of the Current Procedural Terminology (publication of the American Dental Association).
- As reported by generally recognized professionals or publications.
- As utilized for Medicare.
- As determined by medical or dental staff and outside medical or dental consultants.
- Pursuant to other appropriate source or determination that the Company accepts.

Pediatric Vision Care Services Benefits

Benefits are provided for Vision Care Services for Insured Persons under the age of [19 - 21]. Benefits terminate on the earlier of: 1) [date] [last day of the month] [last day of the Policy Year] the Insured Person reaches the age of [19 - 21]; or 2) the date the Insured Person's coverage under the policy terminates.

Section 1: Benefits for Pediatric Vision Care Services

Benefits are available for pediatric Vision Care Services from a [Spectera Eyecare Networks] or non-Network Vision Care Provider. To find a [Spectera Eyecare Networks] Vision Care Provider, the Insured Person may call the provider locator service at [1-800-839-3242]. The Insured Person may also access a listing of [Spectera Eyecare Networks] Vision Care Providers on the Internet at [www.myuhcvision.com].

When Vision Care Services are obtained from a non-Network Vision Care Provider, the Insured Person will be required to pay all billed charges at the time of service. The Insured Person may then seek reimbursement from the Company as described under Section 3: Claims for Vision Care Services. Reimbursement will be limited to the amounts stated below.
[When obtaining these Vision Care Services from a [Spectera Eyecare Networks] Vision Care Provider, the Insured Person will be required to pay any Copayments at the time of service.]

Network Benefits

Benefits for Vision Care Services are determined based on the negotiated contract fee between the Company and the Vision Care Provider. The Company's negotiated rate with the Vision Care Provider is ordinarily lower than the Vision Care Provider's billed charge.

Non-Network Benefits

Benefits for Vision Care Services from non-Network providers are determined as a percentage of the provider's billed charge.

Policy Deductible

Benefits for pediatric Vision Care Services are not subject to any policy Deductible stated in the policy Schedule of Benefits. Any amount the Insured Person pays in Copayments for Vision Care Services does not apply to the policy Deductible stated in the policy Schedule of Benefits.

Benefit Description

When Benefit limits apply, the limit stated refers to any combination of Network Benefits and Non-Network Benefits unless otherwise specifically stated. Benefit limits are calculated on a Policy Year basis unless otherwise specifically stated.

Benefits are provided for the Vision Care Services described below, subject to Frequency of Service limits [and [Copayments] [and] [Coinsurance]] stated under each Vision Care Service in the Schedule of Benefits below.

Routine Vision Examination

A routine vision examination of the condition of the eyes and principal vision functions according to the standards of care in the jurisdiction in which the Insured Person resides, including:

- A case history that includes chief complaint and/or reason for examination, patient medical/eye history, and current medications.
- Recording of monocular and binocular visual acuity, far and near, with and without present correction (for example, 20/20 and 20/40).
- Cover test at 20 feet and 16 inches (checks eye alignment).
- Ocular motility including versions (how well eyes track) near point convergence (how well eyes move together for near vision tasks, such as reading), and depth perception.
- Pupil responses (neurological integrity).
- External exam.
- Retinoscopy (when applicable) – objective refraction to determine lens power of corrective lenses and subjective refraction to determine lens power of corrective lenses.
- Phorometry/Binocular testing – far and near: how well eyes work as a team.
- Tests of accommodation and/or near point refraction: how well the Insured sees at near point (for example, reading).
- Tonometry, when indicated: test pressure in eye (glaucoma check).
- Ophthalmoscopic examination of the internal eye.

- Confrontation visual fields.
- Biomicroscopy.
- Color vision testing.
- Diagnosis/prognosis.
- Specific recommendations.

Post examination procedures will be performed only when materials are required.

Or, in lieu of a complete exam, Retinoscopy (when applicable) - objective refraction to determine lens power of corrective lenses and subjective refraction to determine lens power of corrective lenses.

Eyeglass Lenses - Lenses that are mounted in eyeglass frames and worn on the face to correct visual acuity limitations.

The following Optional Lens Extras are covered in full:

- Standard scratch-resistant coating.
- Polycarbonate lenses.

Eyeglass Frames - A structure that contains eyeglass lenses, holding the lenses in front of the eyes and supported by the bridge of the nose.

Contact Lenses - Lenses worn on the surface of the eye to correct visual acuity limitations. Benefits include the fitting/evaluation fees and contacts.

The Insured Person is eligible to select only one of either eyeglasses (Eyeglass Lenses and/or Eyeglass Frames) or Contact Lenses. If the Insured Person selects more than one of these Vision Care Services, the Company will pay Benefits for only one Vision Care Service.

Necessary Contact Lenses - Benefits are available when a Vision Care Provider has determined a need for and has prescribed the contact lens. Such determination will be made by the Vision Care Provider and not by the Company. Contact lenses are necessary if the Insured Person has any of the following:

- Keratoconus.
- Anisometropia.
- Irregular corneal/astigmatism.
- Aphakia.
- Facial deformity.
- Corneal deformity.

Schedule of Benefits

Vision Care Service	Frequency of Service	Network Benefit	Non-Network Benefit
Routine Vision Examination or	[Once every 12	[50-100]% [after a	[[50-100]% of the billed

Vision Care Service	Frequency of Service	Network Benefit	Non-Network Benefit
Refraction only in lieu of a complete exam.	months.] [Once per year.]	Copayment of $[10 - 30].]	charge.]
Eyeglass Lenses	[Once every 12 months.] [Once per year.]		
• Single Vision		[[50-100]% [after a Copayment of $[1 - 50].]	[[50-100]% of the billed charge.]
• Bifocal		[[50-100]% [after a Copayment of $[1 - 50]].]	[[50-100]% of the billed charge.]
• Trifocal		[[50-100]% [after a Copayment of $[1 - 50]].]	[[50-100]% of the billed charge.]
• Lenticular		[[50-100]% [after a Copayment of $[1 - 50]].]	[[50-100]% of the billed charge.]
[Eyeglass Frames]	[Once every 12 months.] [Once per year.]	[[50-100% [after a Copayment of $[5 - 100].]	[[50-100]% of the billed charge.]
[Eyeglass Frames]	[Once every 12 months.] [Once per year.]		
• [Eyeglass frames with a retail cost up to $130.]		[[50-100]% [after a Copayment of $[5 - 10]].]	[[50-100]% of the billed charge.]
• [Eyeglass frames with a retail cost of $[130 - 160].]		[[50-100]% [after a Copayment of $[10-25]].]	[[50-100]% of the billed charge.]
• [Eyeglass frames with a retail cost of $[160 - 200].]		[[50-100]% [after a Copayment of $[25 - 45]].]	[[50-100]% of the billed charge.]
• [Eyeglass frames with a retail cost of $[200 - 250].]		[[50-100]% [after a Copayment of $[45 - 65]].]	[[50-100]% of the billed charge.]
• [Eyeglass frames with a retail cost greater than $250.]		[[50-100]%]	[[50-100]% of the billed charge.]

Vision Care Service	Frequency of Service	Network Benefit	Non-Network Benefit
[Contact Lens Fitting and Evaluation]	[Once every 12 months.] [Once per year.]	[50-100]% [after a Copayment of $[10 - 25].]	[[50-100]% of the billed charge.]
[Contact Lenses]	[Limited to a 12 month supply.]		
• [Covered Contact Lens Selection]		[[50-100]% [after a Copayment of $[1 - 50].]	[[50-100]% of the billed charge.]
• Necessary Contact Lenses		[[50-100]% [after a Copayment of $[1 - 50].]	[[50-100]% of the billed charge.]

Section 2: Pediatric Vision Exclusions

The following Exclusions are in addition to those listed in the EXCLUSIONS AND LIMITATIONS of the policy.

Except as may be specifically provided under Section 1: Benefits for Pediatric Vision Care Services, benefits are not provided for the following:

1. Medical or surgical treatment for eye disease which requires the services of a Physician and for which benefits are available as stated in the policy.
2. Non-prescription items (e.g. Plano lenses).
3. Replacement or repair of lenses and/or frames that have been lost or broken.
4. Optional Lens Extras not listed in Section 1: Benefits for Vision Care Services.
5. Missed appointment charges.
6. Applicable sales tax charged on Vision Care Services.

Section 3: Claims for Pediatric Vision Care Services

When obtaining Vision Care Services from a non-Network Vision Care Provider, the Insured Person will be required to pay all billed charges directly to the Vision Care Provider. The Insured Person may then seek reimbursement from the Company.

Reimbursement for Vision Care Services

To file a claim for reimbursement for Vision Care Services rendered by a non-Network Vision Care Provider, or for Vision Care Services covered as reimbursements (whether or not rendered by a [Spectera Eyecare Networks] Vision Care Provider or a non-Network Vision Care Provider), the Insured Person must provide all of the following information [on a claim form acceptable to the Company] at the address specified below:

- Insured Person's itemized receipts.
- Insured Person's name.
- Insured Person's identification number.
- Insured Person's date of birth.

Submit the above information to the Company:

By mail:
[Claims Department
P.O. Box 30978
Salt Lake City, UT 84130]
[By facsimile (fax):
[248-733-6060]]

Submit claims for payment within 90 days after the date of service. If the Insured doesn't provide this information within one year of the date of service, benefits for that service may be denied at our discretion. This time limit does not apply if the Insured is legally incapacitated.

Section 4: Defined Terms for Pediatric Vision Care Services

The following definitions are in addition to the policy DEFINITIONS:

[Covered Contact Lens Selection - a selection of available contact lenses that may be obtained from a [Spectera Eyecare Networks] Vision Care Provider on a covered-in-full basis, subject to payment of any applicable Copayment.]

[Spectera Eyecare Networks - any optometrist, ophthalmologist, optician or other person designated by the Company who provides Vision Care Services for which benefits are available under the policy.]

Vision Care Provider - any optometrist, ophthalmologist, optician or other person who may lawfully provide Vision Care Services.

Vision Care Service - any service or item listed in Section 1: Benefits for Pediatric Vision Care Services.

Notice of Appeal Rights

RIGHT OF INTERNAL REVIEW

Standard Internal Appeal

The Insured Person has the right to request an Internal Appeal if the Insured Person disagrees with the Company's denial, in whole or in part, of a claim or request for benefits. The Insured Person, or the Insured Person's Authorized Representative, must submit a written request for an Internal Appeal within 180 days of receiving a notice of the Company's Adverse Determination.

The written Internal Appeal request should include:

1. A statement specifically requesting an Internal Appeal of the decision;
2. The Insured Person's Name and ID number (from the ID card);

3. The date(s) of service;
4. The Provider's name;
5. The reason the claim should be reconsidered; and
6. Any written comments, documents, records, or other material relevant to the claim.

Please contact the Customer Service Department at [800-767-0700] with any questions regarding the Internal Appeal process. The written request for an Internal Appeal should be sent to: [UnitedHealthcare StudentResources, PO Box 809025, Dallas, TX 75380-9025].

Expedited Internal Appeal

For Urgent Care Requests, an Insured Person may submit a request, either orally or in writing, for an Expedited Internal Appeal.

An Urgent Care Request means a request for services or treatment where the time period for completing a standard Internal Appeal:

1. Could seriously jeopardize the life or health of the Insured Person or jeopardize the Insured Person's ability to regain maximum function; or
2. Would, in the opinion of a Physician with knowledge of the Insured Person's medical condition, subject the Insured Person to severe pain that cannot be adequately managed without the requested health care service or treatment.

To request an Expedited Internal Appeal, please contact [Claims Appeals] at [888-315-0447]. The written request for an Expedited Internal Appeal should be sent to: [Claims Appeals, UnitedHealthcare StudentResources, PO Box 809025, Dallas, TX 75380-9025].

You, the Insured, will be notified in writing by us if a claim or any part of a claim is denied. The notice will include the specific reason or reasons for the denial and the reference to the pertinent plan provision(s) on which the denial was based.

If you have a complaint about your claim denial, you may call our Member Services telephone number [1-800-767-0700] for further explanation to informally resolve your complaint. If you are not satisfied with our explanation of why the claim was denied, you, your authorized representative or provider may request an internal review of the claim denial.

RIGHT TO EXTERNAL REVIEW

If, through the Company's internal appeal process, the Insured or any Authorized Representative acting on behalf of the Insured with the Insured's consent, has exhausted the internal mechanism for appealing a denial of benefits based on Medical Necessity or has been determined to be an investigational service, the Insured or Authorized Representative may file a written request for an external review and, in certain circumstances, expedited external review with the Director of the Idaho Department of Insurance.

When filing a request for external review, an Insured will be required to authorize the release of any medical records that may be required for the purpose of reaching a decision. This plan is not subject to ERISA; as a result, the external review decision of the independent review organization shall be final and binding on both the Insured and the Company as provided in section 41-5910 of the Idaho Insurance Code.

For further information about the External Review or to request an external review, contact the Idaho Department of Insurance in writing at P.O. Box 83720 ; Boise, ID 83720-0433 or by telephone at 1-800-721-3272.

The Plan is Underwritten by:
UNITEDHEALTHCARE INSURANCE COMPANY

[Administrative Office:]
[UnitedHealthcare **Student**Resources
P.O. Box 809025
Dallas, Texas 75380-9025
800-767-0700
972-233-8200]

[Serviced by:
ABC Agency
123 Avenue
Anytown, USA
1-888-888-8888]

[Sales/Marketing Services:
[UnitedHealthcare **Student**Resources
805 Executive Center Drive West, Suite 220
St. Petersburg, FL 33702
727-563-3400
800-237-0903
E-mail: info@uhcsr.com]

[For information on Dental and Vision Plans that may be available, please call (800-237-0903) or visit the Website at [www.uhcsr.com]]

[**Online Services:** Please visit our Website at [www.uhcsr.com] [to buy insurance online, or] to view and print Certificates, Enrollment Cards (printable using Adobe Acrobat), Coverage Receipts, ID Cards, Claims Status and other services.]

Please keep this Certificate as a general summary of the insurance. The Master Policy on file at the [College] [University] contains all of the provisions, limitations, exclusions and qualifications of your insurance benefits, some of which may not be included in this Certificate. The Master Policy is the contract and will govern and control the payment of benefits.

[This Certificate is based on] Policy # [00-0000-00].]

[QR Code]

Contact information for the Idaho Department of Insurance:
Idaho Department of Insurance
Consumer Affairs
700 W State Street, 3rd Floor
PO Box 83720
Boise, ID 83720-0043
Phone: (800) 721-3272 or (201) 334-4250
Website: www.DOI.Idaho.gov

Exceptions

None.

Attachments

Attachment 1. Sample Underwriting Worksheet
Attachment 2. Premium Reconciliation Report
Attachment 3. Network Information

Experience Rating
2015 - 2016 Policy Year

UnitedHealthcare
Underwriting Exhibits - New Business

Plan Experience

Experience Policy Year		2014-2015	2013-2014	2012-2013	2011-2012
Student Rate (Net of PPACA Fees/Taxes)		$ 2,651	$ 2,496	$ 2,478	$ 2,266
Rate per member (Gross)		$ 2,923			
Rate per member (Net of PPACA Fees/Taxes)		$ 2,779.48	$ 2,617.43	$ 2,576.13	$ 2,301.60
		(Est. Premium)			
Expected Premium (GROSS-inclusive of PPACA Fees)		$ 49,425,676			
Expected Premium (Net of PPACA Fees)		$ 48,998,212	$ 44,258,204	$ 42,537,051	$ 40,027,190
	Thru Month:	1	13	25	37
Paid Claims	Total	$ 674,178	$ 31,373,556	$ 32,527,971	$ 30,361,549
Paid amount Greater Than:	150,000	$ -	$ 283,426	$ 268,627	$ 1,136,011
(adjust as appropriate based on premium volume)		0	4	7	15
Completion factor			84.9%	83.6%	84.2%
Projected claims			$ 36,974,032	$ 32,888,774	$ 30,361,549
Medical Only			$ 28,571,261	$ 26,507,037	$ 25,720,825
Rx Only			$ 7,116,519	$ 5,923,468	$ 4,640,721
SHC Only			$ 286,252	$ 456,269	$ 2
Membership (all insureds):	Est 2015				
12 month average	17,170	16,909	16,909	16,512	17,391
Total Claim $ per member (net of large claims)			$ 2,037.87	$ 1,893.41	$ 1,583.84
Medical claim $ per member (net of large claims)			$ 1,626.68	$ 1,544.82	$ 1,341.98
Rx claim $ per member			$ 396.09	$ 330.86	$ 241.86
Projected L/R (net of PPACA fees)			*81.3%*	*77.3%*	*75.9%*
Projected L/R (net of large claims)			*80.6%*	*76.7%*	*73.0%*

Trend, Plan Adjustments & Weighting

	2015	2014	2013	2012	
Medical Trend Factor	1.1050	1.1050	1.0869	1.0950	
Rx Trend Factor	1.1050	1.1050	1.0950	1.0950	
SHC Trend Factor	1.0600	1.0600	1.0600	1.0600	
	2015	2014	2013	2012	
% for Benefit Changes	2.5%	2.3%	0.4%	6.3%	
UHN Network Efficiency Factor			0.0%	0.0%	0.0%
Expected 2015-16 Claim $ per member			$ 2,671.67	$ 2,750.27	$ 2,766.47
Expected 2015-16 PY L/R			96.12%	98.95%	99.60%
Weighing Factor			90%	10%	0%
		$ -	$ 2,404.51	$ 275.03	$ -

Renewal Pricing

Total Weighted 2015-16 Claim $ per member (net of large claims)			$ 2,679.53	
Medical Large Claim Adjustment Factor			$ 70.79	
Rx Large Claim Adjustment Factor			$ -	2015-16 Anticipated Claims
Total Anticipated Claim $ per member			$ 2,750.32	$ 47,223,035
Projected 2015-16 PY L/R				100.48%
Expenses			$ per member	
Total (includes Prem Tax)	14.00%		$ 447.73	$ 7,687,471
Target Loss Ratio	86.00%			
	Pediatric Dental / Vision Admin		$ 3.33	$ 206,514
	Ancillary Services		$ 13.86	$ 237,976
	Capitation $1,111,000		$ 64.71	$ 1,111,000.00
% change in Premium Required			18.01%	$ 56,316,741
	Margin	0.0%	$ -	$ -
PPACA Fees: PCORI		0.07%	$ 2.00	$ 34,340
Health Insurer Fee		3.80%	$ 106.40	$ 1,826,893
Reinsurance Fee		1.18%	$ 32.94	$ 565,498
Additional State Premium Tax		0.12%	$ 3.24	$ 55,550
				Total Premium Required
% change in Premium Required			17.2%	$ 58,799,022
				58,799,022

UnitedHealthcare
A UnitedHealth Group Company

STUDENT RESOURCES
2301 W. PLANO PKWY SUITE 300
PLANO, TEXAS 75075
800-237-0903
Fax: (727) 570-9105

STATEMENT

Statement Date: **10/14/2013**
Statement Number: **04-000641-11-14**
Page: 1

University Name

Enrollment Description		Enroll Count	Gross Rate	Total
Opt. Repat / Med Evac - Student - Domestic Graduate - Annu	2012-XXXXXX-01	1	$22.00	$22.00
Basic - Student - Domestic Undergraduate - 9th Month	2012-XXXXXX-01	1	$101.00	$101.00
Basic - Student - Domestic Undergraduate - 8th Month	2012-XXXXXX-01	1	$101.00	$101.00
Basic - Student - Domestic Undergraduate - 7th Month	2012-XXXXXX-01	1	$101.00	$101.00
Basic - Student - Other - Monthly	2012-XXXXXX-01	5	$142.00	$710.00
Opt. Maj Med - Student - Domestic Undergraduate - Annual	2012-XXXXXX-01	5	$147.00	$735.00
Opt. Maj Med - Student - Domestic Graduate - Annual	2012-XXXXXX-01	19	$147.00	$2,793.00
Basic - Student - Domestic Graduate - Third Quarter	2012-XXXXXX-01	1	$303.00	$303.00
Basic - Student - Domestic Undergraduate - Third Quarter	2012-XXXXXX-01	4	$303.00	$1,212.00
Basic - Student - Domestic Graduate - Second Quarter	2012XXXXXX-01	6	$303.00	$1,818.00
Basic - Student - Domestic Graduate - First Quarter	2012-XXXXXX-01	5	$303.00	$1,515.00
ic - Student - Domestic Graduate - 4th Quarter	2012-XXXXXX-01	3	$303.00	$909.00
Basic - Student - Domestic Undergraduate - First Quarter	2012-XXXXXX-01	7	$303.00	$2,121.00
Basic - Student - Domestic Undergraduate - 4th Quarter	2012-XXXXXX-01	1	$303.00	$303.00
Basic - Student - Domestic Undergraduate - Second Quarter	2012-XXXXXX-01	7	$303.00	$2,121.00
Basic - Student - Domestic Graduate - Second Quarter	2012-XXXXXX-01	2	$342.00	$684.00
Basic - Student - Domestic Graduate - 4th Quarter	2012-XXXXXX-01	1	$342.00	$342.00
Basic - Student - Domestic Undergraduate - First Quarter	2012-XXXXXX-01	2	$342.00	$684.00
Basic - Student - Domestic Graduate - Third Quarter	2012-XXXXXX-01	2	$342.00	$684.00
Basic - Student - Domestic Graduate - First Quarter	2012-XXXXXX-01	2	$342.00	$684.00
Basic - Student - Domestic Graduate - Fall	2012-XXXXXX-01	9	$449.00	$4,041.00
Basic - Student - Domestic Undergraduate - Fall	2012-XXXXXX-01	6	$449.00	$2,694.00
Basic - Student - Domestic Graduate - Fall	2012-XXXXXX-01	5	$506.00	$2,530.00
Basic - Student - Domestic Undergraduate - Fall	2012-XXXXXX-01	2	$506.00	$1,012.00
Basic - Student - Domestic Graduate - Fall	2012-XXXXXX-01	1	$630.00	$630.00
Basic - Student - Domestic Graduate - Spring/Summer	2012-XXXXXX-01	8	$764.00	$6,112.00
Basic - Student - Domestic Undergraduate - Spring/Summer	2012-XXXXXX-01	24	$764.00	$18,336.00

UnitedHealthcare®
A UnitedHealth Group Company

STATEMENT

STUDENT RESOURCES
2301 W. PLANO PKWY SUITE 300
PLANO, TEXAS 75075

Statement Date: 10/14/2013
Statement Number: 04-000641-11-14
Page: 2

Basic - Spouse - Domestic Graduate - Annual	2012-XXXXXX-01	1	$2,090.00	$2,090.00
Basic - Student - Domestic Undergraduate - 8th Month	2012-XXXXXX-02	1	$98.00	$98.00
Basic - Student - Domestic Undergraduate - 10th Month	2012-XXXXXX-02	1	$98.00	$98.00
Basic - Student - Domestic Undergraduate - 7th Month	2012-XXXXXX-02	1	$98.00	$98.00
Basic - Student - Domestic Undergraduate - 12th Month	2012-XXXXXX-02	1	$98.00	$98.00
Basic - Student - Domestic Undergraduate - 9th Month	2012-XXXXXX-02	1	$98.00	$98.00
Basic - Student - Domestic Undergraduate - 11th Month	2012-XXXXXX-02	1	$98.00	$98.00
Basic - Student - Domestic Undergraduate - 5th Month	2012-XXXXXX-02	1	$98.00	$98.00
Basic - Student - Domestic Undergraduate - 4th Month	2012-XXXXXX-02	1	$98.00	$98.00
Basic - Student - Domestic Undergraduate - 6th Month	2012-XXXXXX-02	1	$98.00	$98.00
Basic - Student - Domestic Graduate - First Quarter	2012-XXXXXX-02	1	$294.00	$294.00
Basic - Student - Domestic Undergraduate - Fall	2012-XXXXXX-02	1	$491.00	$491.00
Basic - Student - Domestic Graduate - Fall	2012-XXXXXX-02	1	$612.00	$612.00
Basic - Student - Domestic Undergraduate - Spring/Summer	2012-XXXXXX-02	1	$742.00	$742.00
Basic - Student - Domestic Undergraduate - Spring/Summer	2012-XXXXXX-02	1	$837.00	$837.00
Basic - Student - Domestic Undergraduate - Annual	2012-XXXXXX-02	1	$1,154.00	$1,154.00
Opt Repat / Med Evac - Student - All - Annual	2012-XXXXXX-04	27	$22.00	$594.00
Basic - Student - All - Summer	2012-XXXXXX-04	4	$347.00	$1,388.00
Basic - Student - All - Fall	2012-XXXXXX-04	228	$437.00	$99,636.00
Basic - Each Child - All - Fall	2012-XXXXXX-04	1	$555.00	$555.00
Basic - Student - All - Spring/Summer	2012-XXXXXX-04	130	$745.00	$96,850.00
Basic - Student - International - Spring/Summer	2012-XXXXXX-04	20	$745.00	$14,900.00
Basic - Student - Athletes - Spring/Summer	2012-XXXXXX-04	4	$745.00	$2,980.00
:ic - Each Child - All - Spring/Summer	2012-XXXXXX-04	2	$946.00	$1,892.00
Basic - Student - All - Annual	2012-XXXXXX-04	126	$1,159.00	$146,034.00
Basic - Student - Athletes - Annual	2012-XXXXXX-04	40	$1,159.00	$46,360.00
Basic - Spouse - All - Fall	2012-XXXXXX-04	1	$1,507.00	$1,507.00
Basic - All Children - All - Spring/Summer	2012-XXXXXX-04	1	$1,820.00	$1,820.00
Basic - Spouse - All - Spring/Summer	2012-XXXXXX-04	1	$2,568.00	$2,568.00
Basic - Spouse - All - Annual	2012-XXXXXX-04	1	$3,995.00	$3,995.00
COVERAGE SUBTOTAL				$559,243.00

Type		Check #	Date	Amount
CHCK	2012-XXXXXX-01	6139	8/31/2013	$2,976.00
CHCK	2012-XXXXXX-01	6421	9/7/2013	$5,496.00
CHCK	2012-XXXXXX-01	6422	9/7/2013	$2,672.00
CHCK	2012-XXXXXX-01	13080	10/6/2012	$1,488.00
WIRE	2012-XXXXXX-01		12/10/2012	$2,271.06
CHCK	2012-XXXXXX-01	91526	7/28/2012	$1,212.00
CHCK	2012-XXXXXX-01	177479	6/26/2012	$118,524.94
CHCK	2012-XXXXXX-02	177479	6/26/2012	$5,012.00
CHCK	2012-XXXXXX-04	39310	1/20/2012	$47,105.00
CHCK	2012-XXXXXX-04	41707	1/31/2012	$1,076.00
CHCK	2012-XXXXXX-04	57860	3/22/2011	$1,159.00
CHCK	2012-XXXXXX-04	106235	9/28/2011	$250,000.00
CHCK	2012-XXXXXX-04	177479	6/26/2011	$121,739.00
PAYMENT SUBTOTAL				$560,731.00

	Date	Amount
2012-XXXXXX-01	7/28/2013	$1,488.00
REFUND SUBTOTAL		$1,488.00

TOTAL AMOUNT DUE $0.00

UnitedHealthcare®
A UnitedHealth Group Company

STUDENT RESOURCES
2301 W. PLANO PKWY SUITE 300
PLANO, TEXAS 75075

STATEMENT

Statement Date: **10/14/20013**
Statement Number: **04-000641-11-14**
Page: 3

Your payment is due upon receipt of this invoice.
Please make your payment payable to "Student Resources".
Include the school year, policy number and option on the check.

Period Ending December 31, 2010

SELF-FUNDED FINANCIAL REPORT

CASH TRANSACTIONS §

		CONTRIBUTIONS				CLAIMS	OTHER EXPENSES					SUMMARY		
Month	Number EEs	Employer Contribution	Stop Loss Reimburse	COBRA Contribution	Other Contribution	Claims	Insurance Premiums	Administrative Fees	Network Access Fees	UR & Large Case Mgmt	Misc Expenses	Total Plan Costs	Costs Per Employee	# of Claims per EE
Jul-10	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Aug-10	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sep-10	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Oct-10	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nov-10	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec-10	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Month Average	0	0	0	0	0	0	0	0	0	0	0	0	0	00
YTD Total	0	0	0	0	0	0	0	0	0	0	0	0		

MANAGEMENT INFORMATION §

CLAIMS PAID BY MONTH

Month	Medical	Rx†	Dental	Vision	STD
Jul-10	13,469	5,374	0	0	0
Aug-10	22,212	4,322	0	0	0
Sep-10	20,177	3,941	0	0	0
Oct-10	14,564	5,203	0	0	0
Nov-10	14,406	4,713	0	0	0
Dec-10	17,533	4,820	0	0	0
Month Average	*17,060*	*4,729*	*0*	*0*	*0*
YTD Total	*102,361*	*28,373*	*0*	*0*	*0*

CLAIMS PAID BY RELATION

	MEDICAL		DENTAL		VISION		STD	
	# Claims	Amount	# Claims	Amount	# Claims	Amount	# Claims	Amount
Employee	161	15,838	0	0	0	0	0	0
Spouse	0	0	0	0	0	0	0	0
Child	9	1,695	0	0	0	0	0	0
MONTH TOTAL	170	17,533	0	0	0	0	0	0
Employee	1,071	100,592	0	0	1	0	0	0
Spouse	2	74	0	0	0	0	0	0
Child	9	1,695	0	0	0	0	0	0
YTD TOTAL	1,082	102,361	0	0	1	0	0	0

AGGREGATE ATTACHMENT POINT ¥

	Current Month	%	YTD†	%
Claims Experience	0	0	0	0
Contractual Liability	0	0	0	0

INSURANCE SUMMARY

	Current Month	YTD
Specific Stop Loss	0	0
Aggregate Stop Loss	0	0
Life & AD&D	0	0
Additional Life	0	0

OTHER PLAN INFORMATION

Current Fund Balance	0
Stop Loss Receivable	0
Current Month IBNR	41,548

SPECIFIC STOP LOSS SUMMARY (YTD)‡

Premium	Reimbursable	Loss Ratio
0	0	0%

NETWORK SUMMARY

	Original Network Charge	Adjusted Network Charge	Network Savings
Month	37,442	23,119	14,323
YTD	285,330	146,587	138,743

AmeriBen
IEC Group

† Includes Rx claims obtained with Rx Card only; Does not include Rx Admin fees.
¥ Final Claims Experience and Contractual Liability are subject to Stop Loss Carrier Audit.

‡ Indicates current Contract Year only.
§ Cash Transactions and Management Information may not tie due primarily to end of period adjustments. Results will wash in future months.

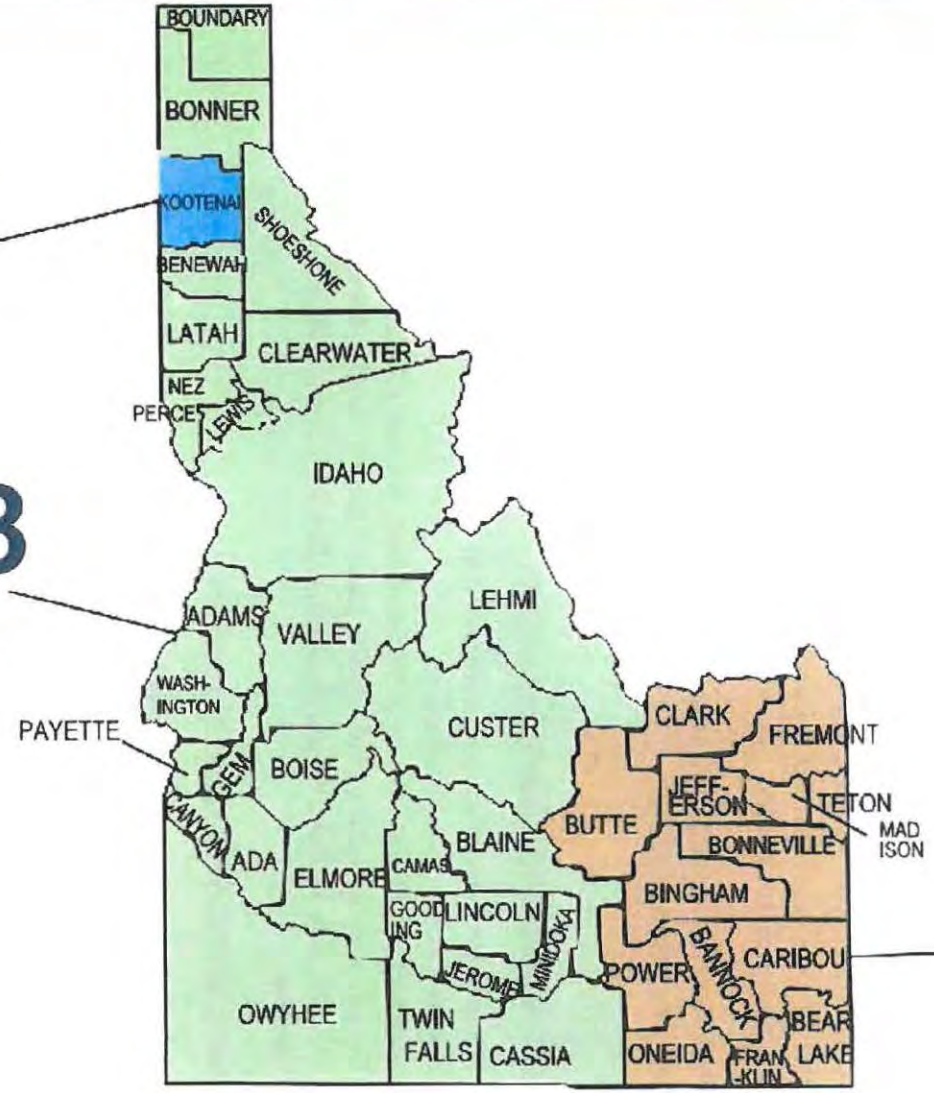
UnitedHealth Networks
Network Map - Idaho

UnitedHealthcare
Healing health care. Together.

N·CITE

46600
Seattle WA

11468
Southwest ID
(Leased)



11641
Southeast ID
(Leased)

http://uhn.uhc.com/sites/web/nm/maps/ Last updated April 21, 2009

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UnitedHealthcare Network Facts

PRACTICAL INNOVATION. AFFORDABLE SOLUTIONS.

At UnitedHealthcare, success is measured by how well we help customers achieve convenient access to affordable, high-quality health care at the best contracted rate. Our network is truly national, with access across the country. We leverage the purchasing power of 46 million Americans and over $60 billion of annual health spending to pursue the highest quality and most cost-effective relationships with facilities, physicians and other health care professionals.

UnitedHealthcare listens to the needs of our customers through consultative account management and service. We have responded with innovative products and powerful network strategies to deliver practical solutions to the health care affordability challenge.

COMMITTED TO THE LOCAL MARKETS WE SERVE IN IDAHO: UnitedHealthcare has been in operation in Idaho since January 2000

Southwest Idaho Network - Choice Plus products:

- In Southwest Idaho we are contracted with over 795 Primary Physicians, 932 Specialists and 32 Hospitals for our Choice Plus products
- Our board certification rates are as follows: Primary Physicians 78.62%; Specialty Physicians 72.64%
- Our contracts reimburse on the following bases: Inpatient Hospital - 5% percentage payment rate, 34% DRG, 61% per diem; Primary Physicians - 100% fee schedule; Specialty Physicians - 100% fee schedule

Southeast Idaho Network - Choice Plus products:

- In Southeast Idaho we are contracted with over 220 Primary Physicians, 242 Specialists and 13 Hospitals for our Choice Plus products
- Our board certification rates are as follows: Primary Physicians 74.09%; Specialty Physicians 65.29%
- Our contracts reimburse on the following bases: Inpatient Hospital - 5% percentage payment rate, 34% DRG, 61% per diem; Primary Physicians - 100% fee schedule; Specialty Physicians - 100% fee schedule

SUBJECT

FY 2017 Idaho Opportunity Scholarship Educational Costs

REFERENCE

December 2013	The Idaho State Board of Education (Board) set the maximum award amount, student contribution amount, and cost of attendance for FY2015
December 2014	The Board increased the maximum award amount for FY2015
April 2015	The Board set the FY2016 maximum award amount, expected family contribution and educational cost.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-4303, Idaho Opportunity Scholarship
IDAPA 08.01.13, Rules Governing the Opportunity Scholarship

BACKGROUND/ DISCUSSION

The intent of the Idaho Opportunity Scholarship is to: (i) provide financial resources to Idaho students who are economically disadvantaged; (ii) close the gap between the estimated cost of attending an eligible Idaho postsecondary institution and the expected student and family contribution toward such educational costs; and (iii) encourage the educational development of such students in eligible Idaho postsecondary institutions.

In 2014-15 $4,916,579 was disbursed to 1,465 scholarship recipients with an average award amount of $3,440. In 2015-2016 $5,146,248 was distributed to 1,868 scholarship recipients with an average award amount of $2,881. Currently, 4,261 eligible students have applied for the scholarship for 2016-17, and there is approximately $5.5 million in funding available.

Idaho Administrative Code, IDAPA 08.01.13.03 (Rules Governing the Opportunity Scholarship) requires the Board to annually set: (1) the educational costs for attending an eligible Idaho postsecondary institution; and (2) the amount of the assigned student responsibility (i.e. eligible students are expected to share in the cost of their education and will be required to contribute an amount determined by the Board).

The educational cost may include student tuition, fees, book and other necessary education expenses. The standard educational cost for FY 2015 award determination purposes was $18,600 for the 4-year institutions and $12,700 for the 2-year institutions. In FY 2016, pursuant to IDAPA 08.01.13 these amounts were set for each institution and were based on the institution's published educational cost for fulltime undergraduate students attending two semesters per year.

While not required by statute or rule, the Board has historically set a maximum award in order to increase the number of awardees. The maximum award amount for FY 2015 was $3,750 and $3,000 in FY 2016. The majority of full-year student recipients were eligible for the maximum $3,000 award. The actual award amount cannot exceed the cost of tuition.

IMPACT

Setting the educational cost and student contribution amounts fulfills the Board's responsibilities under administrative rule. Combined with setting the award cap, this action will enable Board staff to begin processing applications and making award determinations.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends the FY 2017 educational cost for the Opportunity scholarship award formula to be set for each public institution as follows:

$20,400 for students attending University of Idaho
$20,328 for students attending Boise State University
$19,755 for students attending Idaho State University
$16,654 for students attending Lewis-Clark State College
$13,138 for students attending College of Southern Idaho
$13,800 for students attending College of Western Idaho
$12,624 for students attending North Idaho College
$13,808 for students attending Eastern Idaho Technical College

Staff recommends the FY2017 educational cost for the Opportunity scholarship award formula to be set at $19,284 for students attending eligible Idaho private, not-for-profit postsecondary institutions (as defined in Idaho Code §33-4303(2)(b)). Pursuant to administrative rule, this amount is the average of the amount set for the four public 4-year institutions.

Staff recommends that the FY2017 student contribution be set at $3,000 for students attending either 4-year institutions or 2-year institutions, and to accept student-initiated scholarships and non-institutional and non-federal aid as part of the student contribution. Setting the student contribution amount at $3,000 equally balances the maximum state contribution with the required student contribution.

Staff recommends approval of the Opportunity Scholarship maximum award in the amount of $3,000 per year.

BOARD ACTION

I move to set the FY2017 educational cost for the Opportunity scholarship award not to exceed the following amounts:

1. $20,400 for students attending University of Idaho
2. $20,328 for students attending Boise State University
3. $19,755 for students attending Idaho State University
4. $16,654 for students attending Lewis-Clark State College
5. $19,284 for students attending eligible Idaho private postsecondary institutions
6. $13,138 for students attending College of Southern Idaho
7. $13,800 for students attending College of Western Idaho
8. $12,624 for students attending North Idaho College
9. $13,808 for students attending Eastern Idaho Technical College

Moved by_____ Seconded by_____ Carried Yes_____ No_____

AND

I move to approve the Opportunity Scholarship maximum award in the amount of $3,000 per year.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

AND

I move to approve the FY17 student contribution be set at $3,000 and to accept student-initiated scholarships and non-institutional and non-federal aid as part of the student contribution.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

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