

**CONSENT
FEBRUARY 27-28, 2024**

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CONSENT
FEBRUARY 27-28, 2024

BOISE STATE UNIVERSITY

SUBJECT

Lodging and Conference Services Agreement – For the Strength of Youth

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.2.a.

BACKGROUND/DISCUSSION

Boise State University (BSU) requests approval of a multi-year summer lodging and conference services agreement with Brigham Young University's For the Strength of Youth (FSY) program. The FSY program is a world-wide, week-long Church of Latter-Day Saints conference for high school students, held on college campuses across the world each summer.

This agreement is for three annual 5-week, 9 session summer programs for 3,750 students and staff; the agreement includes the use of university facilities as well as room and board. Boise State expects to generate approximately \$6.5M from this agreement over three years.

IMPACT

The proposed agreement will generate approximately \$6.5M in revenue over three years while creating the opportunity for participants to familiarize themselves with Boise State University.

ATTACHMENTS

Attachment 1 – Conference Agreement

STAFF COMMENTS AND RECOMMENDATIONS

The proposed agreement is for Boise State University (lessor) to enter into a multi-year lease of real property with Brigham Young University's For the Strength of Youth (FSY) program (lessee). The agreement provides all-inclusive costs for housing, dining, and space usage details within the three (3) year contractual period requested by the FSY program, which is estimated to total more than \$6.5M.

According to Board Policy V.I., Section 2.a. any institutional lease of real property in excess of \$2M, requires Board review and approval.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to enter into a 3-year agreement with the For the Strength of Youth program as outlined herein.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



BOISE STATE UNIVERSITY

GUEST AND CONFERENCE HOUSING AGREEMENT

FSY, LLC; For the Strength of Youth Conference

This Agreement is made by and between Boise State University, a state of Idaho public institution of higher education (the “University”), by and through its University Events program, and FSY, LLC a Delaware nonprofit limited liability company which is contracted by The Church of Jesus Christ of Latter-day Saints to provide operational services in support of the Church’s religious **For the Strength of Youth Conference (“FSY”) Program** (“Sponsor”).

SECTION ONE: LODGING AND EVENT SPACE RESERVATIONS

1.1 University coordinates conference services including housing, event space, dining, audio/visual, and other services as necessary for University units and authorized, external third parties, including Sponsor who seeks to utilize the University’s housing for summer camps and/or conferences or similar engagement (sometimes referred herein as Sponsor’s “Event”). Sponsor shall be responsible for the supervision and oversight of all of its camp or conference participants, counselors, employees, agents, or any other person on University property at Sponsor’s express or implied invitation during Sponsor’s Event (collectively, the Sponsor’s “Group” and each individually an attendee, participant or Group member).

1.2 Sponsor acknowledges that it has reviewed, understands and agrees to abide by the applicable University policies, guidelines, and guest information published as of the date this Agreement is signed at <https://www.boisestate.edu/guesthousing/> and <https://www.boisestate.edu/events/office-of-university-events>, each of which is incorporated herein by this reference. In the event of conflict between this Agreement and any University policies, guidelines, and guest information, this Agreement prevails. For clarity, the University acknowledges that although FSY activities includes group activities include religious speech and are likely to fall within the [University Policy 1100](#) definitions of *3.5 Disruptive Noise* and *3.11 Plainly Audible* sound, none of the standard FSY program activities constitute *3.4 Disruptive Activity*. For further clarity, Sponsor acknowledges and agrees to support University’s Event Services endorsement/sponsorship guidelines, namely, that use of University space for FSY does not imply endorsement or sponsorship by Boise State University.

1.3 Reservations are confirmed and lodging and event space is guaranteed when Sponsor and University execute this Conference Agreement. University will reserve rooms and event space for summer 2024 based on the Proposal attached hereto as **Exhibit A** (“Proposal”). For subsequent annual summer programming to be governed by this Agreement, University will make best efforts to submit to Sponsor a similar form of proposal not later than October 31 of the year prior to such programming, which proposal must be accepted in writing by Sponsor in order to confirm reservations and guarantee lodging and event space. Each year, Sponsor may request changes to the count by communicating such changes to University sixty (60) days prior to the check-in date specified on the reservation request (or otherwise agreed to by

University). As of sixty (60) days prior to the check-in date, Sponsor shall be responsible for the reserved space and associated fees agreed to at that time regardless of the number actual attendees, unless other arrangements have been agreed to in writing by University. University may modify Sponsor's residence hall and/or lodging or event space assignments to accommodate changes in size or number of Sponsor's Group.

1.4 University will make hall and room assignments, and event space reservations, based on Sponsor's request, the availability of the residence hall or event space, the size of the Event, and the ratio of minors to adults. Sponsor is not guaranteed exclusive occupancy of any residence hall or event space. Unless otherwise agreed between Sponsor and University, University reserves the right to assign multiple camps or conferences to the same or several residence halls or event spaces.

1.5 The University seeks to create an environment free from undue noise. Quiet hours are daily from 10:00PM to 7:00AM. University reserves the right to terminate the Agreement or request removal of any Group member following excessive noise complaints (more than three per stay).

1.6 Unless alternative arrangements are agreed to by University, Sponsor must assure all attendees arrive no sooner than the check-in date and time, and depart no later than check-out date and time specified in Sponsor's reservation confirmation issued by University. Late departure is not permitted, however, in the event a late departure occurs, Sponsor will be charged the applicable nightly rate per person, per night, plus a two-hundred dollar (\$200.00) holdover charge until proper check-out and departure is completed. Early arrivals without prior arrangements may be accommodated if space is available and will be charged the applicable nightly rate plus an additional charge of one-hundred-twenty-five (\$125.00) per person. The space available or provided to an attendee in the event of early arrival or late departure may not be the same space the guest is or was assigned during their assigned visit.

1.7 Furnishings provided may vary based on type of housing assigned, and are more fully described on the Summer Guest Housing website, located at <https://www.boisestate.edu/guesthousing/> and incorporated fully herein by this reference.

1.8 Sponsor shall advise University promptly of any issue of disrepair in the rooms, common areas of the residential halls, or reserved event spaces. Sponsor shall keep all sleeping rooms, common areas and reserved event spaces clean and free of debris.

1.9 Sleeping rooms must be locked when unoccupied. The University will issue one key and/or key card to each individual assigned a room and access cards for buildings as applicable. During the Event, Sponsor must report any lost key card or building access card to University immediately. Sponsor must return all keys and access cards during check-out. All keys and access cards not returned to the University by the agreed upon check out date and time will accrue a missing key or missing access card charge, as listed on the Guest Housing website. Sponsor is responsible for providing all guests with lanyards and access cardholders for their conference. Otherwise sponsors must purchase lanyards and or access cardholders from the University for a \$2.00 fee per person.

1.10 Sponsor and Sponsor's Group must remove all camp or conference materials, trash, and any other personal belongings or property from all sleeping rooms, common areas and event spaces upon check-out. The residence halls should be left in neat and orderly condition and all linens collected and left atop the bed in each room. The rooms and floors should be free of debris and any trash cans should be emptied. If room configurations are altered during the camp or conference, the rooms must be returned to their original configuration by check-out. Sponsor is encouraged to participate in any pre and post-inspection of Sponsor's rooms. If Sponsor is unable to attend at the required time, sponsor may not dispute damage charges assessed during inspection. Pictures shall be provided for any large damage being charged to Sponsor.

1.11 Sponsor shall be responsible for any damage to residence hall, sleeping rooms, event space, or

other University property caused by Sponsor or Sponsor's Group. Sponsor shall pay for the costs of any repairs, cleaning, additional housekeeping, or supplemental maintenance charges that the University incurs because of misuse, abuse, or destruction of University property.

1.12 If any of Sponsor's Group fails to remove personal property, the University may remove and store such property at the Sponsor's expense for a period not to exceed thirty (30) days. If Sponsor has not claimed property within the time designated, the University may dispose of the property and shall not be liable to the Sponsor or any attendee from Sponsor's Group for any damages arising from this action. Sponsor further agrees to be financially responsible for the recovery of any such property and for any expenses incurred by the University associated with such, including a trash or property removal fee, if applicable.

1.13 The University respects the Sponsor and Sponsor's Group's right to privacy. However, the University reserves the right to enter the any member of Sponsor's Group's rooms (i) at any time without prior notice for health, safety, or welfare emergencies, or (ii) with reasonable notice and coordination with Sponsor's personnel, for routine or requested maintenance in or outside of the Sponsor's Group's rooms, and/or to ensure compliance with University policies. Sponsor agrees to cooperate fully with University personnel and understands that such inspection or maintenance may entail noise and/or inconvenience.

1.14 All University staff members are Boise State University officials. Guests are required to comply with lawful orders or reasonable requests from any University official. Verbal, physical, or emotional abuse directed at any staff member or guest will not be tolerated. The offender may be immediately removed from campus housing, in the University's reasonable discretion, in which event Sponsor will continue to be responsible for all charges and fees.

SECTION TWO: CHARGES AND PAYMENTS

2.1 Sponsor agrees to be responsible for all payments and any other costs and expenses, including room rates and incidental charges or additional services requested and incurred, as a result of or relating to Sponsor's Event or otherwise relating to Sponsor's Group. All guest rooms are subject to State and local taxes. All groups staying on campus for less than 30 consecutive days are required to pay these taxes. Organizations that are exempt from State and local taxes must submit an Idaho ST-101 tax exempt certificate prior to event quote being approved. This form must be approved by Boise State University and once approved tax will be removed from the quote for approval. All documentation will be attached to this agreement.

2.2 Unless otherwise agreed to in writing between Sponsor and University, Sponsor agrees to pay the applicable rates and charges listed on the Proposal.

2.3 Sponsor shall pay upon execution of this Agreement, or upon the anniversary thereof, a deposit equal to fifty percent (50%) the total estimated cost of Sponsor's annual booking to confirm booking minus the administrative fee provided above. Lodging and event space is not confirmed and reserved until the deposit and administrative fee have been paid.

2.4 Sponsor is responsible for damage other than normal wear and tear caused by Sponsor or its Group members to University facilities and property, as well as loss or damage to keys and access cards. In order to recoup University's costs for such damages, Sponsor will be charged \$75.00 for each lost, broken, or bent key, and \$40.00 for lost exterior/interior door access cards. In addition, lost or severely damaged linen will be replaced at \$50.00 per bed and excessive cleaning will be charged at \$150.00 per attendee requiring excessive cleaning services. Staff time spent addressing damages or substantial changes to requested services will be charged at the hourly rate of \$25.00 per hour (with a minimum of two hours) plus the cost of any materials and supplies used or repairs made. If damages must be addressed outside regular business hours, an after-hours charge may also be assessed. These amounts will be itemized on the final invoice.

2.5 University will invoice Sponsor for all remaining costs, charges, or services, including any damages or substantial changes to requested services, within sixty (60) days' of the check-out date. Sponsor agrees

to pay all charges due within thirty (30) days' of the date of the invoice. Sponsor hereby acknowledges and agrees that, after this date, the Sponsor will incur and owe a late fee equal to \$200.00 or 1% of the outstanding balance, whichever is greater, for each additional thirty-day period the invoice remains unpaid in whole or in part. Payments must be made in the form of check drawn within the United States, money order, wire transfer, or as otherwise directed by the University. Card transactions can be requested but all fees associated with these transactions are the responsibility of the Sponsor.

2.6 Sponsor must provide written notice of any cancellation of an Event. Cancellations received ninety (90) days or more before the first check-in date will incur no cancellation fee. Sponsor will incur a cancellation fee as provided in the table below for any subsequent cancellation. In the instance a cancellation fee is necessary, the paid deposit minus the non-refundable administrative fees will be applied before final billing. Sponsor is expected to pay the cancellation fee within 7 days' of its written notice of cancellation. If canceled prior to 90 days, their refundable deposit will be returned via check within sixty days of the date of cancellation notice, minus any non-refundable fees.

Cancellation Date	Fee
Cancellation within 90 days of May 15	\$10,000
Cancellation within 60 days of May 15	30% of full cost
Cancellation within 30 days of May 15	50% of full cost

2.7 Notwithstanding the above, in the case the Event is or becomes prohibited or space is made unavailable because of a public health order, national or state declaration of emergency, or other unforeseen occurrence as reasonably determined by University, cancellation fees will not apply. In this instance, the non-refundable administration fee and deposit can be applied toward a rescheduled Event or refunded in entirety. Further, should any part of the University necessary to the Event be destroyed by fire or any other cause or should casualty or occurrence render the fulfillment of the Agreement by the University impossible, the Agreement shall terminate and the Sponsor shall pay for its use of said facilities and services, if any, only up to the time of said termination. Sponsor and its participants hereby waive any claim for damages should the Agreement be terminated by the University for any reason beyond the University's reasonable control.

SECTION THREE: ADDITIONAL SERVICES

3.1 Meals shall be provided to Guest members in accordance with the Proposal. The University has contracted dining service operations which provide board dining, retail food sales, catering, concessions, and vending. Unless otherwise agreed upon in advance, no food or beverages may be served or sold on campus unless provided by the University contracted dining services provider. Food and beverage for individual consumption is permitted. Other exceptions must be requested in advance. Please review the Catering Guidelines at <https://www.boisestate.edu/diningservices/external-catering-nav/> and contact University Event Services to coordinate or request additional food and beverage services.

- The parties hereby agree in advance upon an exception to the above provisions and guidelines for pizza night: Sponsor has permission to bring in pizza from an approved third-party vendor. Purchased beverages brought onto campus must be Coca Cola products.
- Food allergies and/or dietary restrictions must be made known to University Dining Services at least seven days prior to the event.

3.2 Upon request, University shall arrange overnight parking needs, or other transportation options, through the Department of Public Safety for Group's stay on campus. Requests for parking arrangements or other transportation options should be made not less than ten (10) business days prior to the Event. The University has numerous options for parking on campus, which are more fully described on the Event Parking website, located at <https://www.boisestate.edu/publicsafety-transportation/event-policies/> and incorporated herein by this reference. University shall submit the request for parking on behalf of Sponsor

and include the cost on Sponsor's final invoice. Final charges invoiced will be based on the number of parking permits ordered. Parking is subject to availability and prior approval by University's Department of Public Safety.

3.3 Upon request, University shall arrange for audio-visual services in reserved event spaces. Audio-visual equipment, personnel needs, and goals should be communicated to University at the time of the reservation request, and no later than fourteen (14) days prior to the Event. Sponsor may bring and use its own audio-visual equipment, provided, however, that University shall not be responsible for the care, operation, support or maintenance of Sponsor's equipment.

3.4 Custodial services will consist of cleaning private bathrooms prior to the start of the scheduled arrival and after Group's departure. Public areas will be cleaned weekly, with the exception of weekends and holidays. In addition, toilet paper will be provided in all public and private bathrooms; additional toilet paper is available at the front desk at no cost. Sponsor and its attendees are expected to keep all rooms reasonably kept and return all rooms in a same or similar condition, ordinary wear and tear excepted.

3.5 Unless otherwise agreed, Sponsor's participants shall bring their own linens. Neither linens nor linen service is included. In the event a participant wishes to separately rent linens, the package shall include two sheets, one blanket, one pillowcase, one pillow, one towel, one washcloth. Linen service will include placement of linens in the bedroom (or other designated area for pickup). Beds will not be made. A limited number of additional blankets will be made available to Sponsor upon request and subject to availability through the front desk. Group shall not remove any linen from any University facility.

3.6 Residence hall common spaces and exterior grounds immediately surrounding the halls may be scheduled for use at no cost depending on location and availability. These spaces cannot be secured. The University is not responsible for the loss or damage to any personal property as a result of using these spaces or exterior grounds and cannot guarantee exclusiveness. Noise restrictions still apply in all outdoor and indoor common areas and spaces.

3.7 The University has exclusive rights for retail operations on campus. All retail sales require prior written approval from the Director of the Bronco Shop. All written requests should be submitted in advance, no later than sixty (60) days prior to the date of the event. Contact University for the proper forms and documents. <https://www.boisestate.edu/studentunion/retail-sales-exemption-request-form/>

3.8 Additional services may be available from other units of the University and will be provided at the rates and charges provided by those units and may be subject to additional agreements or additional terms and conditions.

SECTION FOUR: SUPERVISION

4.1 Boise State University does not assume Custody and Control of minors and does not provide supervision services. Sponsor must assume all supervision and responsibility for Group members, including minors on campus, for purposes of Sponsor's Event. Any use of University's campus where the responsibility for Custody and Control of the Minor participant(s) is assumed by Sponsor requires Sponsor's compliance with University's Protection of Minors Policy (Policy 12060) (<https://www.boisestate.edu/policy/campus-security-and-safety/protection-of-minors/>). For purposes of the policy and this Agreement, "minor" is defined as "any person under the age of eighteen (18)" and the terms "Custody and Control" means that Sponsor retains custody and control of all minors by "accepting supervision over and responsibility for Minors in the absence of their parent(s) or other legal guardian(s)." Specifically, Sponsor shall abide by the following:

4.1.1 Conduct background verification on Sponsor's employees, volunteers, and representatives. These background verifications must be at least as stringent as those conducted by the University on individuals covered under University's Background Verifications Policy (Policy 7005). Background verifications and training must be completed at least forty-eight (48) hours prior to the start of Sponsor's Event. Sponsor must submit a certification of compliance with the background verification and training to University. University may request any additional information deemed necessary to meet the requirements of the Protection of Minors Policy.

4.1.2 Ensure Sponsor's employees, volunteers, and representatives complete Minor Abuse

prevention training that meets or exceeds the minimum requirements as outlined in Section 7.4 of University's Protection of Minors Policy. Further, Sponsor must report Minor Abuse immediately if suspected. Minor Abuse is defined as "the infliction of physical injury, sexual abuse or exploitation of a Minor (whether by an adult or another Minor); negligent treatment or maltreatment of a Minor; or abandonment of a Minor. This includes the failure to make reasonable efforts to prevent Minor Abuse as well as emotional injury." Minor Abuse should be reported to either law enforcement or the Idaho Department of Health and Welfare. See University's Protection of Minors Policy for details.

4.1.3 Have standards of conduct designed to prevent the Abuse of Minors, which standards shall be available to University upon request.

4.2 At least 14 days prior to the Event, Sponsor shall register the Event with the Office of Institutional Compliance and Ethics at <https://www.boisestate.edu/compliance/non-university-program-activity-registration-form/>.

4.3 Violations of Section Four of this Agreement, including any violations of University's Protection of Minors Policy, may result in exclusion from the University, termination of this Agreement, and/or other measures.

SECTION FIVE: HEALTH AND SAFETY, APPLICABLE POLICIES

5.1 The health and safety of all persons on University property is essential. Sponsor and Sponsor's Group shall abide by all applicable University policies (including any procedures, regulations, and guidelines), and all applicable local, state, and federal laws, regulations, and ordinances at all times. Sponsor hereby agrees to share any applicable information with all Group members, including Minors' parents or legal guardians, and agrees to abide by University Policies, available at <https://www.boisestate.edu/guesthousing/guest-information/policies-2/>, which are incorporated herein, as well as all Housing and Residence Life Community Standards (available here: <https://www.boisestate.edu/housing/housing-help-center/policies-and-standards/community-standards/>) which are incorporated herein. However, in the event of a conflict between these Policies and Standards and this Agreement, this Agreement shall take precedence.

5.2 In an effort to minimize risk of infection and help slow the spread of COVID-19 and other infectious illness, the University's Public Health Office has issued and will continue to issue campus-wide health guidance (the "Public Health Guidance") applicable to use of University's campus and facilities, including University housing. The Health Guidance is updated from time to time and available here: <https://www.boisestate.edu/coronavirus-response/health-guidelines/>. In addition, the University may advise Sponsor of additional guidelines applicable to Sponsor's use of University spaces at any time prior to or during the conference or camp ("Public Health Requirements"). Sponsor must, and must require all Group members, to comply fully with any and all Public Health Guidance or Public Health Requirements at all times Sponsor and any of Group Members are present on the campus or utilizing facilities of University.

5.3 All University Policies applicable to the use of University's campus and facilities are fully applicable to Sponsor and all Group members. University policies are available on the University's website, <https://www.boisestate.edu/policy/>, and are incorporated into this Agreement.

5.4 Without limiting the foregoing, Sponsor and participants must comply with the following:

5.4.1 In accordance with the Smoke and Tobacco-Free Campus Policy (Policy 9110), the entire Boise State University campus is smoke-free. Smoking and use of tobacco products is prohibited on-campus and in University owned vehicles.

5.4.2 Under Idaho state law, firearms are prohibited in any residence hall, unless possessed by a qualified law enforcement officer or retired law enforcement officer. All other weapons are also generally prohibited on campus, subject to few exceptions. See University Possession of Firearms/Weapons on University-Owned or-Controlled Premises (Policy 12080). Included in the prohibition is weapons being stored in vehicles on University grounds. Weapons may be immediately confiscated by the Boise City Police Department, Campus Security Officers and/or other University employees. Individuals found in violation of this policy may be removed and

excluded from campus.

5.4.3 The possession, manufacturing, distribution, use or sale of drugs or drug paraphernalia is prohibited on University grounds and buildings. This includes illicit and misuse of prescription drugs. The odor of a drug that can be identified by two or more individuals is enough to reasonably determine use. Security or police may be involved and immediate termination of housing privileges may result for Sponsor and/or its participants.

5.4.4 Idaho state law prohibits the use and distribution of alcohol to any person under the age of 21. For the safety and welfare of all members of the community we expect responsible drinking behaviors of those of legal drinking age. Common sources of alcohol and/or devices intended for the rapid consumption of alcohol is prohibited at all times in all areas. Consumption of alcohol in public spaces is strictly prohibited. This includes, but is not limited to lawns, courtyards, parking lots, lounges, hallways, walkways, etc. Open containers are not allowed in public spaces. Consequences for violating the alcohol policies may include, but not limited to, disposal of all alcoholic products, removal from housing, and/or referral to Security and/or Police. Parental and/or guardian notification for those under the age of eighteen (18) may occur for those found in violation of this policy.

5.4.5 Participating in dangerous pranks, hanging or climbing outside of windows, balconies, roofs, or other conduct that creates unreasonable risk of harm to a person or property is strictly prohibited.

5.4.6 Tampering, damaging, or inhibiting the use of fire/safety equipment which includes blocking designated fire exits, smoke detectors, alarms, sprinklers, fire doors, and fire extinguishers, in addition to the intentional act of setting a fire is a violation of state law, and University regulations. All Group members MUST leave the facility immediately when a fire alarm sounds. Group members will not be permitted to reoccupy until the University or fire officials reauthorize occupancy. In addition, all occupancy standards set by the University and/or State are to be observed.

5.4.7 No sidewalks, doors, passages, or ways of access to or through facilities or to any other part of the University shall be obstructed or left unsecured by the Sponsor or Sponsor's Group. Propping of doors to avoid access card use is a security risk and not permitted.

5.4.8 The University operates its facilities in such a manner as to ensure that no individuals with disabilities are excluded from participation in programs, activities or services therein solely because of their disability. Sponsor shall timely identify and refer participants and potential participants who are individuals with disabilities to the appropriate University resources in accordance with Policy 1075 and Policy 2080.

5.5 Discrimination and harassment are prohibited by University policy. Any allegations of discrimination or harassment will be addressed in accordance with University's Non-Discrimination and Anti-Harassment Policy (Policy 1060), Nondiscrimination on the Basis of Disability Policy (Policy 1075), and/or Sexual Harassment, Sexual Misconduct, Dating Violence, Domestic Violence, and Stalking (Policy 1065), as applicable and may result in one or more Group member's removal from University housing, termination of Event participation, and/or potential legal action. Sponsor and/or any Group member found responsible for violation of these policies (or other applicable University policies) may have this Agreement and/or housing options terminated immediately and without warning, at discretion of the University.

5.6 Sponsor should report any emergencies by calling 911 or by activating a blue emergency phone around campus. Non-emergency suspicious behavior or criminal complaints should be reported to the Department of Public Safety, (208) 426-6911. In the event of any emergency within University housing, Sponsor must immediately notify University personnel. University staff will assume authority for response and will enact appropriate emergency procedures. The University will involve law enforcement, medical personnel, and/or chaperone's if applicable depending on the situation involved.

5.7 All applicable University policies, Public Health Guidance, Public Health Requirements, and other local, state, and federal, regulations concerning health, safety, and public order in the State of Idaho, the County of Ada, the City of Boise, and the University shall be observed, including without limitation those

specified in this Agreement. If Sponsor or any Group member fails to comply with the foregoing, the University may terminate this Agreement in whole or in part at any time. In the event of termination for failure to comply with said regulations, Sponsor shall be liable to the University for all charges and expenses incurred to date and the amount provided above under cancellation fee (utilizing the termination date in lieu of the cancellation date) shall be owed as liquidated damages.

SECTION SIX: LIABILITY RELEASE AND INDEMNIFICATION

6.1 Sponsor assumes all reasonable risks associated with its use of a University residence hall, University event spaces, or any other area of University's campus or property, as well as any dining or other services. Sponsor knowingly and voluntarily waives and releases the University, the Idaho State Board of Education, the State of Idaho, and each of their respective officers, agents, employees, and representatives (each a "University Party" and collectively, the "University Parties") from all past, present, and future claims of any type for any harm or loss, including but not limited to, economic loss, personal injury, disease, death, or property damage arising out of or related to this Agreement, Sponsor's Event, and Sponsor's use of a University residence hall, University event spaces, or any other area of the University's campus or property, as well as any dining or other services ("Losses") except to the extent that the Losses arise from the gross negligence, breach of this Agreement, violation of law, or willful misconduct of one or more of the University Parties. To the extent permitted by law, Sponsor agrees to indemnify, hold harmless, and forever covenant not to sue any University Party for any claims, liabilities, or expenses, including without limitation damages, personal injury, death, medical expenses, disability, lost wages, loss of capacity, property damage, court costs, attorneys' fees, or any other loss of any kind ("Claims"), except to the extent that the Claims arise from the gross negligence, breach of this Agreement, violation of law, or willful misconduct of one or more of the University Parties. Sponsor acknowledges and agrees that this assumption of risk, waiver and release, indemnification, and hold harmless shall be binding on Sponsor and its agents, representatives, heirs and assigns.

6.2 Sponsor shall maintain, or cause to be maintained, insurance policies or alternative policies, which may include a program of self-insurance or alternative risk transfer, of the types and in the amounts described below. Sponsor shall provide University with a certificate evidencing required insurance coverages and naming University as additional insured within thirty (30) days from execution of this Agreement. All policies, except Worker's Compensation, shall name the following Certificate Holder as an additional insured:

State of Idaho and Boise State
University Attn: Risk
Management
1910 University Drive
Boise, Idaho 83725

Should any of the above-described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of Sponsor's obligation to maintain such insurance. By requiring this insurance, University does not represent that coverage and limits will necessarily be adequate to protect University, and such coverage and limits shall not be deemed as a limitation on Sponsor's liability.

- 6.2.1 Commercial General Liability Insurance. Commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.
- 6.2.2 Professional Liability. Left Blank Intentionally
- 6.2.3 Workers' Compensation and Employer's Liability. All statutorily required Workers' Compensation coverages and Employer's Liability at minimum limits of \$1,000,000/\$1,000,000/\$1,000,000.

- 6.2.4 The requirements stated in this Section 6.2, may be waived or modified in a writing signed by the University's Risk Manager.
- 6.2.5 In the event Sponsor is a governmental entity as defined by the Idaho Tort Claims Act, Idaho Code, Title 6, Chapter 9, as may be modified from time to time (the "ITCA"), Sponsor's liability, if any, for any damages, losses, or costs arising out of related to acts performed by Sponsor or its employees acting within the scope of their employment is governed by ITCA, where applicable, and the insurance requirements provided in Sections 6.2.1 through 6.2.2, are not applicable. For sake of clarification, Sponsor shall still provide a certificate of insurance evidencing satisfactory insurance coverages to University as required above, but shall not be required to name University as an additional insured.
- 6.3 Reserved.
- 6.4 The University is a State of Idaho public institution of higher education and as such, maintains a program of self-insurance pursuant to the ITCA. Through the program of self-insurance, the University maintains liability coverage for its maximum exposure under ITCA of \$500,000. The University's liability, if any, for any damages, losses, or costs arising out of related to acts performed by University or its employees acting within the scope of their employment is governed by ITCA, where applicable. Nothing in this Agreement shall be deemed a waiver of any defense, protection or limitation of liability afforded the University under ITCA. Nothing in this agreement shall be construed as a waiver of University's sovereign immunity or any other immunity, defense, damages, remedy or claim the University may assert because of its status as a State of Idaho institution of education. The University assumes no liability for any act or omission of Sponsor, Sponsor's Event, or any of Sponsor's Group. The University assumes no liability for the theft, destruction, or loss of any of Sponsors or Sponsor's Group's personal property, whether left secured or unsecured in a residential hall or other area of campus.

SECTION SEVEN: MISCELLANEOUS PROVISIONS

- 7.1 This Agreement shall commence effective as of the last date signed by a party hereto ("Commencement Date") and shall continue for a period of twelve calendar months (the "Initial Term") unless sooner terminated by either Party as specified in this section. The Parties may renew this Agreement for additional terms upon mutual written agreement specifying the renewal term (each, a "Renewal Term" and together with the Initial Term, the "Term"). This Agreement may be terminated by either Party, with or without cause, upon thirty (30) days' written notice, subject to the cancellation provisions hereof in the event of a cancelation of an Event.
- 7.2 Sponsor must conform to University's Brand Standards, available at <https://www.boisestate.edu/communicationsandmarketing/brand-standards/>, with regard to any use of University's name or logo ("University Marks"). Sponsor shall be permitted to utilize University Marks, as provided in University's brand standards, for purpose of such advertising or informing potential conference attendees of the Event and its location. Any other use of University's Marks is subject to prior written approval by University.
- 7.3 This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho without regard to its conflict of laws principles. Any action to enforce the provisions of this Agreement shall be brought in State district court in Ada County, Boise, Idaho. Each party hereby consents to personal jurisdiction and service in such State courts.
- 7.4 The Parties are independent contractors. Nothing in this Agreement shall create an agency, partnership, employment relationship, fiduciary or special relationship, joint venture, or any other form of joint enterprise between Sponsor and the University.
- 7.5 If any provision of this Agreement is declared invalid or unenforceable by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement; rather, the Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.
- 7.6 No delay or failure by either party to exercise any right, remedy or power herein shall impair such party's right to exercise such right, remedy or power or be construed to be a waiver of any default or

an acquiescence therein, and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing and executed by the waiving party.

7.7 Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity other than the Parties any right, benefit or remedy or any nature whatsoever under or by reason of this Agreement.

7.8 Neither party may assign this Agreement, or any of its interests or obligations in connection with this Agreement, without the prior written consent of the other party. This Agreement shall apply to and bind the successors and permitted assigns of the parties.

7.9 This Agreement, and the published policies, guidelines and information referenced and incorporated herein, constitutes the complete and entire agreement of the parties relating to the subject matter hereof, and supersedes any and all prior written and oral agreements or understandings relating to such subject matter, including any conflicting terms set forth in any exhibits hereto. This Agreement may be modified or amended only by a writing executed by both parties.

7.10 Neither party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any act of warfare or terrorism, earthquakes, floods, fires, epidemics, riots, or failures or delays in transportation or communications. The parties agree to promptly inform and consult with each other to the extent reasonable possible as to any of the above causes which, in the judgment of either party, could be or is the cause of a delay or failure of performance of this Agreement.

7.11 University is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho or University beyond the term of any particular appropriation of funds by the Idaho State Legislature as may exist from time to time. University reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the Institution to continue such payments, or requires any return or "give-back" of funds required for the University to continue payments or operations necessary to perform this Agreement, or if the Executive Branch of the State of Idaho mandates any cuts or holdbacks in spending impacting University's ability to perform its obligations hereunder. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to Sponsor.

7.12 This Agreement may be executed in one or more counterparts, with signatures delivered by electronic signatures, fax or emailed PDF documents with subsequent delivery of original signatures, all of which counterparts when taken together will comprise one document.

7.13 Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature, for this Agreement, means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.

7.14 **The University is prohibited by state law from entering into certain contractual agreements. Sponsor hereby certifies that (i) it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control; (ii) it is not currently owned or operated by the government of China and will not for the duration of the Agreement be owned or operated by the government of China; and (iii) it is not an abortion provider or an affiliate of an abortion provider as defined by the No Public Funds for Abortion Act.**

Initials: _____

7.15 Any notices required to be sent to a party pursuant to this Agreement shall be delivered to the Party in person, or sent to the Party by certified or registered mail or by nationally recognized overnight courier to the Party at the Party's address specified below, or such other address as may from time to time be designated by such Party in writing.

If to Boise State University:

Heather Lile, Director, University Events
Boise State University
Address: 1910 University Drive, Boise, Idaho 83725
Phone: (208) 426-1642
Email: heatherlile@boisestate.com

With a copy to:

Office of the General Counsel
Boise State University
1910 University Drive
Boise, Idaho 83725-1203

If to Sponsor :

Tyler Hansen, Sr. Strategic Sourcing Supervisor
Address: 701 E. University Parkway, 103 HCEB,
Provo, UT 84602
Phone: 801-422-3472
Email: Tyler_hansen@byu.edu

[Remainder of Page Left Intentionally Blank – Signatures Follow]

:

IN WITNESS WHEREOF, the undersigned are duly authorized to execute this Agreement on behalf of the University or Sponsor.

SPONSOR

By: _____
Tyler Hansen
Senior Strategic Sourcing Supervisor

Date _____

BOISE STATE UNIVERSITY

By: _____
Alicia Estey
Chief Financial and Operating Officer and Vice President for Finance and Operations

Date: _____

EXHIBIT A

See Attached.

For the Strength of Youth (FSY) Summer 2023 Conference Proposal/Information for Contracting

Boise State University is pleased to provide the following draft proposal in response to your request to host multiple sessions of For the Strength of Youth (FSY) on campus during the summers of 2024, 2025, and 2026, for 3,750 participants annually. The proposed costs below reflect the costs per week, and varies based on location, assuming max capacity for all spaces.

For 2024, we have identified five weeks, with a total of nine individual sessions, with a capacity to serve 3,750 individuals (3,310 campers and 440 staff). For the remainder of the contract, Boise State will make every effort to accommodate the same number of participants annually.

ALL INCLUSIVE COST FOR HOUSING, DINING & SPACE USAGE			
Week #	Venue	Capacity	Total Cost Per Week
1	Student Union	1,000	\$564,748.00
1	Stueckle Sky Center	350	\$212,545.00
2	Stueckle Sky Center	350	\$212,545.00
3	Stueckle Sky Center	350	\$212,545.00
4	Student Union	1,000	\$564,748.00
4	Stueckle Sky Center	350	\$212,545.00
5	Stueckle Sky Center	350	\$212,545.00
Average Session Cost		3,750	\$243,579.00
Total 2024 Program Cost <i>*This will vary based on the number of sessions in 2025 & 2026, but the costs for venue and Housing will remain constant. Dining will increase annually by the CPI Food Away From Home</i> <i>*Does not include overall incidentals, linen packs for Housing, or AV tech support and equipment</i>			\$2,192,219.00
Estimated Program Cost for 2024-2026			\$6,576,657

Included (for each session)

- **Event space:** main session space large enough to accommodate all participants (5 days Monday - Friday); 2-3 additional, separate breakout spaces large enough to accommodate attendees simultaneously (5 days Monday - Friday); headquarters/training space for non-campers (7 days Saturday - Friday); dance location (2 days Tuesday and Friday); general use of grounds for dispersed meetings
 - **Event Equipment:** standard furnishings for all indoor meeting spaces (tables and chairs)
- **Accommodations:** each camper (5 nights, Monday check-in) and each staff member (7 nights, Saturday check-in) to be housed in shared double or greater occupancy rooms in on-campus residences. This does not include bedding packs, which would be an additional cost if campers elect not to bring their own (typically sleeping bags and pillows).
- **Meals:** each camper (4 breakfasts, 4 lunches, 5 dinners per FSJ program schedule) and each staff member (6 breakfasts, 7 lunches, 7 dinners per FSJ program schedule) in the campus dining hall or other identified event space with hot catered buffet; catered, bagged meals may be substituted during lunch periods.

Conference and event space will generally be assigned within spaces designed to optimize the attendee experience, such as within the Student Union, Stueckle Sky Center and/or comparable spaces on campus. Facilities named in this draft proposal shall be confirmed closer to the program dates.

Meals will be served in campus dining halls (Southfork or Buster's Kitchen) or appropriate indoor/outdoor spaces to be confirmed closer to the program dates.

Exclusions

This proposal excludes estimated costs for elective goods and services such as audiovisual equipment and services, parking, bedding packs, equipment delivery labor to outdoor spaces, holiday labor surcharges, technical support, taxes, and other a la carte charges. Such costs will be invoiced separately from the contracted amount.

Pricing & Adjustments

Prices in this proposal are for event space, meals, and accommodations only and reflect nonprofit discounting where offered, subject to receipt of the reserving party's 501(c)(3) documentation. Tax-exempt status will be honored where applicable, pending review of documentation and state tax law.

CONSENT
FEBRUARY 27-28, 2024

BOISE STATE UNIVERSITY

SUBJECT

Nine (9) Online Program Fees

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.G. and Section V.R.

BACKGROUND/DISCUSSION

Boise State University proposes to offer eight (8) online undergraduate certificates and one (1) online graduate certificate, utilizing an online program fee consistent with Board Policy V.R, Establishment of Fees. These certificates will operate under the guidelines of Board Policy V.R. as it pertains to wholly online programs. Descriptions of the certificates are included below.

The existing undergraduate **Esports** certificate provides graduates with a foundation of the esports industrial systems and how they interact with education, government and policy. Graduates of this program will be able to consider jobs as coaches, directors, marketers and promoters, journalists, researchers and data analysts, production professionals and content providers.

The existing undergraduate **Nonprofit Management** certificate enables students to pursue their interests in all manner of philanthropy and community development in a variety of policy areas.

Four (4) new public health related undergraduate certificates in **Health and Human Behavior, Foundations of Public Health, Evidence-Based Public Health, and Community-Driven Health Solutions** provide graduates with foundational skills in different areas of public health and healthcare systems, including health policy and interventions, environmental health, evidence-based public health, community assessment of public health needs and issues, and evaluation of the delivery of health programs. Graduates of these programs will be able to consider jobs such as Community Health Worker, Health Coach/Educator, Research Assistant, Public Health Adviser, Outreach Specialist or Public Health Coordinator.

Two (2) new undergraduate certificates in **Applied Emotional Intelligence and Well-being** and **Design Thinking for Professional Purpose and Personal Fulfillment** are designed to help students to develop a clear understanding of one's professional purpose, articulate unique contributions to the workplace, and create a plan to achieve career goals. With the latter certificate, students will apply design thinking principles and methods to solve complex problems in their career and the workplace. Graduates will be well-positioned for any career that requires

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strong interpersonal skills, emotional intelligence, a commitment to wellness, and application of design thinking skills.

One (1) new graduate certificate in **Organizational Development** will enable students, in particular working professionals, to enhance their reskilling/upskilling effort. This program will provide students with a foundation in organizational development and related skills such as change management, leadership, data analysis, workplace performance improvement, and consulting.

IMPACT

The existing and new certificates provide the opportunity for students to gain valuable transferable and adaptable skills across various careers. Students will be empowered to navigate their careers with confidence and impact. The proposed fees are in accordance with the Online Program Fee as defined in Board Policy V.R.3.b.ii.

The price-point of \$375 for the eight (8) undergraduate online certificates aligns with the majority of Boise State University's undergraduate online programs.

The undergraduate certificates in **Esports** and **Nonprofit Management** programs' overall size will be scaled to demand, with new instructional costs occurring when we reach the 30-student threshold in Esports and 40-student threshold in Nonprofit Management. Classes are currently available online, and no new instructional costs are expected to be incurred until fiscal year 2025. For students who need 12 credits to earn the certificate in Esports, the cost of the program would be \$4,500 (12 credits at \$375 per credit). For students who need 12 credits to earn the certificate in Nonprofit Management, the cost of the program would be \$4,500 (12 credits at \$375 per credit).

The four (4) new public health related undergraduate certificates in **Health and Human Behavior, Foundations of Public Health, Evidence-Based Public Health, and Community-Driven Health Solutions** program's overall size will be scaled to demand, with new instructional costs at the 31-student threshold. Classes are currently available online, and no new instructional costs are expected to be incurred until FY 25. For students who need 15 credits to earn each of these certificates, the cost of the program would be \$5,625 (15 credits at \$375 per credit).

The two (2) new undergraduate certificates in **Applied Emotional Intelligence and Well-being** and **Design Thinking for Professional Purpose and Personal Fulfillment** programs' overall size is projected to be 10-15 students in year 1; 20-25 students in year 2; and 30 or more students in year 3. There are no additional resources required. For students who need 8 credits to earn the certificate in Applied Emotional Intelligence and Well-being, the cost of the program would be \$3000 (8 credits at \$375 per credit). For students who need 7 credits to earn the certificate in Design Thinking for Professional Purpose and Personal Fulfillment, the cost of the program would be \$2,625 (7 credits at \$375 per credit).

Graduate certificate program in Organizational Development: The price-point of \$560 for this certificate program aligns with the majority of Boise State University's graduate online programs. The program will be scaled to demand, with new instructional costs at the 31-student threshold. No new instructional costs are expected to be incurred. Current full-time and part-time faculty members are available to teach all the courses included in this new certificate program, within the current budget for hiring adjunct faculty. The price-point of \$560 for the proposed online certificate aligns with the majority of Boise State University's graduate online programs. For students who need 16 credits to earn the certificate, the cost of the program would be \$8,960 (16 credits at \$560 per credit).

STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to Board Policy V.R.3.b. an institutional online program fee may be charged, with prior Board approval, 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.

This approval would allow BSU to assess an online program fee of \$375 per credit for eight (8) undergraduate certificates in Esports, Nonprofit Management, Health and Human Behavior, Foundations of Public Health, Evidence-Based Public Health, and Community-Driven Health Solutions, Applied Emotional Intelligence and Well-being, and Design Thinking for Professional Purpose and Personal Fulfillment. Approval would also include a \$560 per credit program fee for one (1) graduate certificate in Organizational Development.

The proposed fees were shared with the Business Affairs and Human Resources committee at their February 14, 2024, meeting. The proposed fees meet the criteria for online learning.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to charge an online program fee of \$375 per credit for eight (8) undergraduate certificates in Esports, Nonprofit Management, Health and Human Behavior, Foundations of Public Health, Evidence-Based Public Health, and Community-Driven Health Solutions, Applied Emotional Intelligence and Well-being, and Design Thinking for

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Professional Purpose and Personal Fulfillment, and \$560 per credit for the graduate certificate in Organizational Development.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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IDAHO STATE UNIVERSITY

SUBJECT

Ground Lease Extension with Idaho Division of Veterans Services

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.2.
Idaho Code § 33-107

BACKGROUND/DISCUSSION

Idaho State University (ISU) entered into a 25-year lease with the Department of Health and Welfare in 1990 for the long-term operation of a veteran's care facility for a rental rate of \$1.00 for the 25-year lease period. This property is located at 1957 Alvin Ricken Drive in Pocatello. The lease was renewed in 2015 for a period of 4 years, and again in 2019 for a period of 5-years for nominal lease revenue. The current lease expires in June of 2024. Idaho State University and the Department of Veterans Services (DVS) would like to execute a long-term lease that will provide stability for continued operation, and construction planning of a 20,000 square foot addition to the existing Veterans Home. Construction is tentatively planned to begin in the summer of 2024.

In collaboration with State Leasing, the Division of Financial Management (DFM), and DVS, a proposed 25-year lease agreement was drafted that will allow for long-term continued operation of a Veterans Home while also providing reasonable lease revenue for the use of university property. DFM worked with DVS to adjust the agency budget in FY25 to account for the increased lease rate. Therefore, no negative financial impact will affect DVS.

State Leasing estimates the value of the ISU property to be approximately \$249,240 per acre based on recent real estate transactions in the area. If approved, this lease extension applies to 8.59 acres of property for a total value of approximately \$2,140,972. Following thorough discussion with DFM, DVS, and State Leasing, ISU negotiated an initial lease rate of \$4,000 per month (\$48,000 per year), which would be approximately 2.2% of the current property value. All parties agree that this lease rate falls below standard commercial leasing rates, and is reasonable for the long-term, ongoing operation of the Veterans Home on ISU ground. The lease rate includes escalations of 5% in 5-year increments throughout the course of the long-term lease.

The proposed lease extension has been reviewed and approved at the December 5, 2023, PBFAC meeting as presented by State Leasing.

IMPACT

The financial impact on DVS is negligible as DFM has agreed to adjust the agency budget moving forward to account for the monthly rental rate over a 25-year lease.

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This lease will also provide DVS with long-term stability to proceed with construction projects to improve the existing facility.

ISU will receive monthly lease revenue of \$4,000 over the course of the first 5 years. The lease rate will increase by 5% with each 5-year increment. Over the course of the 25-year lease, ISU will receive a total of \$1,326,152 of new revenue.

ATTACHMENTS:

Attachment 1 - Draft Lease Amendment - 1957 Alvin Ricken Dr. Pocatello

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board Policy V.I.2 a. Institution Approval Authorization Limits requires Board approval for leases of real property under the control of an institution, if the lease revenue is “over \$2M or if the term of the lease exceeds five (5) years.”

Staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to execute a 25-year long-term lease with the Division of Veterans Services for the property located at 1957 Alvin Ricken Drive in Pocatello at a rate of \$4,000 per month with a 5% increase at each 5-year increment of the lease period.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

LAND LEASE AMENDMENT No. 1
BETWEEN THE STATE BOARD OF EDUCATION
AS TRUSTEE FOR IDAHO STATE UNIVERSITY
AND THE IDAHO DIVISION OF VETERANS SERVICES

THIS LAND LEASE AMENDMENT No. 1 ("Amendment"), is entered effective upon the date of the last required signature (the "Effective Date"), by and between the Idaho State University, 921 South 8th Avenue, Stop 8410, Pocatello, Idaho 83209, the Board of Education of the State of Idaho as trustee for Idaho State University, 650 West State Street, #307, Boise, Idaho 83720 ("Lessor") and the STATE OF IDAHO, by and through the Idaho Division of Veterans Services, 351 North Collins Road, Boise, Idaho 83702 ("Lessee"), is an amendment of the Land Lease Agreement between the Lessor and the Lessee entered into on July 8, 2019, for space located at 1957 Alvin Ricken Drive, Pocatello, Idaho 83201.

WITNESSETH

WHEREAS, Idaho State University, a body politic and corporate and an instrumentality of the State of Idaho, and the Board of Education of the State of Idaho as trustee for the Idaho State University, own real property known as the Idaho State University Research and Business Park;

WHEREAS, the Idaho Department of Health and Welfare and the Idaho Division of Veterans Services, each an agency of the State of Idaho, previously entered into a Land Lease Agreement with Idaho State University on February 13, 1991, for the purpose of developing an Idaho State Veterans Home;

WHEREAS, the Idaho Department of Health and Welfare and Idaho Division of Veterans Services developed and own an Idaho State Veterans Home on the Premises for the purpose of the treatment, after treatment, and care of eligible Idaho veterans;

WHEREAS, all rights, title and interest in property, real and personal, held by the Department of Health and Welfare for use in exercising the powers and duties on behalf of the Division of Veterans Services were transferred to and vested in the Division of Veterans Services in 2006;

WHEREAS, the Idaho Division of Veterans Services and Board of Education of the State of Idaho as trustee for the Idaho State University entered into a Land Lease Agreement on July 8, 2019;

WHEREAS, the Idaho Division of Veterans Services continues to improve, maintain, and own an Idaho State Veterans Home on the Premises for the purpose of the treatment, after treatment, and care of eligible Idaho veterans;

WHEREAS, the Lessee is legally authorized to enter in this amendment by power granted by Title 67, Chapter 57 of Idaho Code, with the approval of the Department of Administration;

WHEREAS, the parties desire to amend the Land Lease Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the Land Lease Agreement is hereby amended as follows:

1. **SECTION 2. TERM.** Section 2 is hereby deleted and replaced with the following:

The term of this Amendment shall be Twenty Five (25) years and shall begin on June 26, 2024 and end at midnight on June 25, 2049. The Lessee may, at the expiration of the term of this Amendment and without the necessity of renewing said Lease Amendment, continue in its occupancy of the Premises on a month to month basis upon the terms and conditions set forth in this Amendment for a period not to exceed one (1) year. The Lessor may terminate the Lessee's month-to-month occupancy upon One Hundred Eighty (180) days prior written notice to the Lessee.

2. SECTION 3. PAYMENT. Section 3 is hereby deleted and replaced with the following:

The Lessee shall pay the Lessor lease payments based on the table below in this Section 3. The first year's lease payment shall be payable in monthly installments of four thousand dollars (\$4,000.00) each or a lump sum first year payment of forty-eight thousand dollars (\$48,000.00). The lease payments shall be paid pursuant to the Lessor's timely submission of invoices for payment. Upon receipt, Lessee shall forward Lessor's invoice to the State Controller for payment. Lessor specifically acknowledges that State vouchers are processed by the State Controller, not Lessee. Therefore, any payment that is made no later than sixty (60) days after it is actually due shall not be considered an event of default. Lessee shall use its best efforts to expedite payment. It is expressly covenanted and agreed that any prepayment of rent made by the Lessee under the terms of this Agreement shall be considered as an advance payment of rent only and no part thereof shall be considered as a security or cash deposit.

The lease payments shall increase according to the following schedule:

Year	Period			Rent/Year	Rent/Month	Rent Increase
1	06/26/2024	to	06/25/2025	\$ 48,000.00	\$ 4,000.00	
2	06/26/2025	to	06/25/2026	\$ 48,000.00	\$ 4,000.00	
3	06/26/2026	to	06/25/2027	\$ 48,000.00	\$ 4,000.00	
4	06/26/2027	to	06/25/2028	\$ 48,000.00	\$ 4,000.00	
5	06/26/2028		06/25/2029	\$ 48,000.00	\$ 4,000.00	
6	06/26/2029		06/25/2030	\$ 50,400.00	\$ 4,200.00	5.00%
7	06/26/2030		06/25/2031	\$ 50,400.00	\$ 4,200.00	
8	06/26/2031		06/25/2032	\$ 50,400.00	\$ 4,200.00	
9	06/26/2032		06/25/2033	\$ 50,400.00	\$ 4,200.00	
10	06/26/2033		06/25/2034	\$ 50,400.00	\$ 4,200.00	
11	06/26/2034		06/25/2035	\$ 52,920.00	\$ 4,410.00	5.00%
12	06/26/2035		06/25/2036	\$ 52,920.00	\$ 4,410.00	
13	06/26/2036		06/25/2037	\$ 52,920.00	\$ 4,410.00	
14	06/26/2037		06/25/2038	\$ 52,920.00	\$ 4,410.00	
15	06/26/2038		06/25/2039	\$ 52,920.00	\$ 4,410.00	
16	06/26/2039		06/25/2040	\$ 55,566.00	\$ 4,630.50	5.00%
17	06/26/2040		06/25/2041	\$ 55,566.00	\$ 4,630.50	
18	06/26/2041		06/25/2042	\$ 55,566.00	\$ 4,630.50	
19	06/26/2042		06/25/2043	\$ 55,566.00	\$ 4,630.50	
20	06/26/2043		06/25/2044	\$ 55,566.00	\$ 4,630.50	
21	06/26/2044		06/25/2045	\$ 58,344.36	\$ 4,862.03	5.00%
22	06/26/2045		06/25/2046	\$ 58,344.36	\$ 4,862.03	
23	06/26/2046		06/25/2047	\$ 58,344.36	\$ 4,862.03	
24	06/26/2047		06/25/2048	\$ 58,344.36	\$ 4,862.03	
25	06/26/2048		06/25/2049	\$ 58,344.36	\$ 4,862.03	

3. TERMINATION. This Land Lease Agreement and all subsequent Amendments shall terminate upon Lessee's cessation of use of the above-described leased Premises as an Idaho State Veterans Home. During the term of this lease and subject to all laws and regulations of the state of Idaho, if an, the Lessor reserves the right to approve the sale of any building, facilities and fixtures to a third party to preserve the intended use of the property within the Research and Business Park. Upon termination of the Land Lease Agreement, the rights and obligations of the respective parties hereunder shall cease and the Lessor shall be entitled to reenter and take possession of the leased Premises, including, without payment, all structures and other improvements which Lessee may make on the Premises, excepting therefrom furniture and other fixtures.

4. COUNTERPARTS/ELECTRONIC SIGNATURES. This Amendment may be executed in exact counterparts and when so executed by the parties shall be effective in accordance with the terms hereof. This Amendment may be executed and delivered by electronic means and thereupon the Amendment shall be treated in each case and in all manner and respects and for all purposes as an original and shall be considered to have the same binding legal effect as if it were an original manually-signed counterpart thereof delivered in person.

5. NO ADDITIONAL PROVISIONS IN THIS AMENDMENT. The parties agree that all provisions of the original Land Lease Agreement, dated July 8, 2019, and all previous agreements, unless specifically hereby amended, shall remain in force during the period covered by the Amendment. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Amendment, shall be deemed to enlarge, limit or otherwise affect the operation of the Land Lease Agreement or this Amendment No.1.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Lease Amendment No.1 as set forth above.

LESSOR: Idaho State University

Signature: _____

Printed Name: _____

Title: _____

Date: _____

LESSEE: Idaho Division of Veterans Services

Signature: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED BY:

Richard Brien, Statewide Leasing Manager
State Leasing Program, Division of Public Works, Department of Administration

Date

CONSENT
FEBRUARY 27-28, 2024

UNIVERSITY OF IDAHO

SUBJECT

Constitution of the University of Idaho Faculty, FSH 1520

REFERENCE

Various Adopted in 1968, this section underwent revisions in 2009, 2011, 2012, 2013, 2015, 2019, and 2022.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.S.2.

BACKGROUND/DISCUSSION

Prior to this revision, Article II, Section 1 granted to all vice-presidents the right to vote in faculty meetings. This language is no longer appropriate because not all vice-presidents hold faculty rank. Accordingly, the section is revised to clarify that voting rights arise from faculty rank. The revision also changes the requirements for voting rights for visiting faculty and lecturers.

IMPACT

The changes to this policy reflect the current practice of appointing nonfaculty to some vice-president positions and clarify that only faculty may vote in faculty meetings. The changes also introduce a time-in-service requirement for visiting faculty and lecturers before gaining the right to vote in faculty meetings.

ATTACHMENTS

Attachment 1	2024 Jan FSH 1520 Clean (Faculty Staff Handbook 1520 Constitution of the University Faculty)
Attachment 2	2024 Jan FSH 1520 Redline (Faculty Staff Handbook 1520 Constitution of the University Faculty)

BOARD STAFF COMMENTS AND RECOMMENDATIONS

This action allows the University of Idaho staff to move forward in updating the Faculty-Staff Handbook. This requires Board approval because of Board Policy I.S.2 states the faculty may establish written bylaws, a constitution, or necessary procedures for making recommendations to the Chief Executive Officer as part of the decision-making process of the institution. Such procedures are subject to approval by the Chief Executive Officer. Written bylaws or constitution changes must be approved by the Board. All policies and procedures must be consistent with the Board's Governing Policies and Procedures.

Staff recommends approval.

CONSENT
FEBRUARY 27-28, 2024

BOARD ACTION

I move to approve the request by University of Idaho to execute the revisions to Faculty Staff Handbook 1520 Constitution of the University Faculty as noted in the documents attached to this motion.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

UI FACULTY-STAFF HANDBOOK

CHAPTER ONE:

HISTORY, MISSION, GENERAL ORGANIZATION, AND GOVERNANCE

1520

CONSTITUTION OF THE UNIVERSITY FACULTY

OWNER

Faculty Secretary

Francesca Sammarucca

facsec@uidaho.edu**LAST REVISION:** September 2022**CONTENTS:**

Preamble

Article I. General Provisions

Article II. Faculty Classifications

Article III. Faculty Meetings

Article IV. Responsibilities of the University Faculty

Article V. Faculty Senate

Article VI. Rules of Order

Article VII. Amendments

PREAMBLE. The faculty of the University of Idaho, designated “university faculty,” as defined in article II, section 1, in acknowledgement of the responsibilities entrusted to it for the immediate government of the university by article IX, section 10, of the constitution of the state of Idaho, has adopted and declared this constitution to be the basic document under which to discharge its responsibilities.

ARTICLE I--GENERAL PROVISIONS.

Section 1. Regents. The regents are vested by article IX, section 10, of the constitution of the state of Idaho with all powers necessary or convenient to govern the university in all its aspects. The regents are the authority for actions of the university faculty, and policy actions taken by the university faculty are subject to review and approval by the president and by the regents.

Section 2. President. The president of the university is both a member of and the president of the university faculty and is also the president of the other faculties referred to in section 4, below, and in article II. The president is the representative of the regents, the institution’s chief executive officer, and the official leader and voice of the university.

Section 3. Faculty Senate. This senate is empowered to act for the university faculty in all matters pertaining to the immediate government of the university. The senate is responsible to and reports to the university faculty and, through the president, to the regents. The university faculty, president, and regents retain the authority to review policy actions taken by the senate.

Section 4. Constituent Faculties. The university faculty is composed of various constituent faculties, including the faculties of the several colleges and other units of the university. Faculty are entitled to speak or write freely on matters pertaining to university governance, programs and policies (see Article IV below and FSH 3160).

Clause A. College Faculties. The constituent faculty of each college or similar unit, meeting regularly and in accordance with bylaws adopted by a majority vote of the members of such faculty, is authorized to establish and to effect its own educational objectives, including matters of student admission and curriculum, and to participate in the selection of its own dean, other executive officers, and faculty members, subject only to the general rules and regulations of the university faculty and the authority of the president and the regents.

Clause B. Faculties of Subdivisions. If there are schools, intracollege divisions, departments, or separate disciplines within a college or similar unit, the constituent faculty of each such subdivision participates in decisions concerning its educational objectives, including matters of student admission and curriculum, the selection of its executive officers, and its faculty appointments, subject only to the general rules and regulations of the college faculty and the university faculty and the authority of the president and the regents.

Clause C. Interim Government. The Faculty Senate will provide for the establishment of bylaws for any college or similar unit that has not adopted its own bylaws.

Clause D. Matters of Mutual Concern. The Faculty Senate has the responsibility for resolving academic matters that concern more than one college or similar unit.

ARTICLE II--FACULTY CLASSIFICATIONS.

Section 1. University Faculty. The university faculty comprises the president, provost, and all faculty in the following ranks, including those serving in administrative positions: professors; associate professors; assistant professors; senior instructors; instructors (including those professors, associate professors, assistant professors, senior instructors, and instructors whose titles have distinguished, research, extension, or clinical designations, (e.g., “assistant research professor” and “assistant clinical professor”)); visiting faculty on full-time appointment who have completed at least two consecutive semesters; and lecturers currently on at least half-time appointment who have completed two semesters, whether consecutive or not, on half-time appointment within the preceding three years. See FSH 1565 for definitions of faculty ranks. Those who qualify under this section have the privilege of participation with vote in meetings of the university faculty and the appropriate constituent faculties.

Section 2. Emeriti. Faculty members emeriti have the privilege of participation without vote in meetings of the university faculty and the appropriate constituent and associated faculties. Also, they may be appointed to serve with vote on UI committees. [See also 1565 E.]

Section 3. Associated Faculties.

Clause A. The adjunct faculty [see 1565 F-1] and the affiliate faculty [see 1565 F-2] are associated faculties. Other associated faculties may be established as needed with the approval of the university faculty, president, and regents.

Clause B. Members of the adjunct faculty have the privilege of participation without vote in meetings of the university faculty. Members of the affiliate faculty may participate with vote in meetings of the university faculty if they have status as university faculty in their home unit. Both adjunct and affiliate faculty members have the privilege of participating in meetings of their respective constituencies of the university faculty, and may participate with vote if the bylaws of their constituent faculty so provide; however, if authorized to vote, they are not counted among the full-time-equivalent faculty members when determining the basis for the

constituent faculty's representation on the Faculty Senate.

Section 4. General Faculty. "General faculty" is a collective description for the combined faculties referred to in sections 1, 2, and 3, above.

ARTICLE III--FACULTY MEETINGS. Meetings of the university faculty may be called at any time, with due notice, by the president. Procedure for meetings of the university faculty is governed by FSH 1540 Standing Rules of the University Faculty.

ARTICLE IV--RESPONSIBILITIES OF THE UNIVERSITY FACULTY. Subject to the authority of the president and the general supervision and ultimate authority of the regents, the university faculty accepts its responsibilities for the immediate government of the university, including, but not restricted to:

Section 1. Standards for Admission. The university faculty establishes minimum standards for admission to the university. Supplementary standards for admission to individual colleges or other units of the university that are recommended by the appropriate constituent faculties are subject to approval by the university faculty.

Section 2. Academic Standards. The university faculty establishes minimum academic standards to be maintained by all students in the university. Supplementary academic standards to be maintained by students in individual colleges or other units of the university that are recommended by the appropriate constituent faculties are subject to approval by the university faculty. [See I-4-D.]

Section 3. Courses, Curricula, Graduation Requirements, and Degrees. Courses of instruction, curricula, and degrees to be offered in, and the requirements for graduation from, the individual colleges or other units of the university, as recommended by the appropriate constituent faculties, are subject to approval by the university faculty. [See I-4-D.]

Section 4. Scholarships, Honors, Awards, and Financial Aid. The university faculty recommends general principles in accordance with which privileges such as scholarships, honors, awards, and financial aid are accepted and allocated. The university faculty may review the standards recommended by the individual constituent faculties for the acceptance and allocation of such privileges at the college or departmental levels.

Section 5. Conduct of Students. The faculty's responsibility for approving student disciplinary regulations and the rights guaranteed to students during disciplinary hearings and proceedings are as provided in the "Statement of Student Rights," the "Student Code of Conduct," and the "University Disciplinary Process for Alleged Violations of Student Code of Conduct." [See 2200, 2300, and 2400.]

Section 6. Student Participation. The university faculty provides an opportunity for students of the university to be heard in all matters pertaining to their welfare as students. To this end, the students are entrusted with their own student government organization and are represented on the Faculty Senate. If students so desire, they are represented on faculty committees that deal with matters affecting them.

Section 7. Selection of Officers. The university faculty assists the regents in the selection of the president and assists the president in the selection of the provost, vice presidents and other administrative officers of the university.

Section 8. Governance of Colleges and Subdivisions. The university faculty promulgates general standards to guarantee the right of faculty members to participate in the meetings of the appropriate constituent faculties and in the governance of their colleges, schools, intracollege divisions, departments, and other units of the university. [See 1540 A.]

Section 9. Faculty Welfare. The university faculty recommends general policies and procedures concerning the welfare of faculty members, including, but not limited to, appointment, reappointment, nonreappointment, academic freedom, tenure, working conditions, promotions, salaries, leaves, fringe benefits, periodic evaluations, performance reviews, reassignment, layoff, and dismissal or termination.

Section 10. The Budget. Members of the university faculty participate in budgetary deliberations, and it is expected that the president will seek faculty advice and counsel on budgetary priorities that could significantly affect existing units of the university. [See 1640.20, University Budget and Finance Committee.]

Section 11. Committee Structure. The university faculty, through the medium of its Faculty Senate, establishes and maintains all university-wide and interdivisional standing and special committees, subcommittees, councils, boards, and similar bodies necessary to the immediate government of the university and provides for the appointment or election of members of such bodies. This section does not apply to *ad hoc* advisory committees appointed by the president or committees made up primarily of administrators. [See 1620 and 1640]

Section 12. Organization of the University. The university faculty advises and assists the president and the regents in establishing, reorganizing, or discontinuing major academic and administrative units of the university, such as colleges, schools, intracollege divisions, departments, and similar functional organizations.

Section 13. Bylaws of the Faculty Senate. The bylaws under which the Faculty Senate discharges its responsibilities as the representative body of the university faculty are subject to review and approval by the university faculty. [See 1580.]

ARTICLE V--FACULTY SENATE.

Section 1. Function. The Faculty Senate functions as provided in this constitution and in accordance with its bylaws as approved by the university faculty. [See I-3 and 1580.]

Section 2. Structure. The senate is constituted as follows:

Clause A. Elected Members.

(1) College Faculties. The faculty of each college, except the College of Graduate Studies, elects one senator for each 50, or major fraction thereof, full-time-equivalent faculty members in the college, provided, however, that each college faculty elects at least one senator. If, because of a reduction in the membership of a college faculty, there is to be a corresponding reduction in the college's representation in the senate, the reduction does not take place until the expiration of the term of office of an elected senator from the college.

(2) University Centers. The resident faculty of the university centers in Boise, Coeur d'Alene and Idaho Falls each elects one senator from among its number. Senators elected to represent a center have a unique role on senate, which is to provide a voice and vote from the perspective of their centers. That perspective is not intended to be college or discipline specific.

(3) Faculty-at-Large. Members of the university faculty who are not affiliated with a college faculty constitute the faculty-at-large, and this constituent faculty, in accordance with procedures adopted by the faculty-at-large, elects senators to serve with vote in the senate on the same basis as provided above for college faculties.¹

¹ The constitution of the university faculty originally provided that faculty status could be conferred by presidential designation on certain administrative and service officers who did not hold academic rank. When the faculty, on May 13, 1986, amended the constitution by, among other things, deleting that provision, it explicitly granted continuing membership, for the duration of their then current incumbencies, to those officers who on that date were members by virtue of presidential designation. These officers are members of the constituency known as the faculty-at-large.

(4) Dean. The academic deans elect one of their number to serve with vote in the senate.

(5) Staff. The representative body (Staff Council) of the university staff elects two employees who do not have faculty status to serve with vote in the senate.

(6) Students. Two undergraduate students, one graduate student, and one law student serve as voting members of the senate, and the senate provides regulations governing the qualifications, terms of office, and

election of student members, and procedures for filling vacancies in the student membership. [See 1580 VI.]

Clause B. Members *Ex Officiis*. The president or the president's designated representative and the secretary of the faculty are members *ex officio* of the senate, with voice but without vote.

Section 3. Officers. Each year the senate elects a chair and a vice chair from among the elected faculty members of the senate.

Section 4. Terms of Office. Elected faculty members of the senate serve for three years. The academic dean shall serve one year, the staff representatives shall serve for staggered two year terms. The terms of office for student members are as established by the senate. [See 1580 VI.] Newly elected members take office each year on September 1 or on the official opening date of the academic year, whichever is earlier. To carry out the requirement that approximately one-third of the elected faculty members are to take office each year, the senate may shorten the initial term of office of faculty senators elected to fill new positions in the senate to conform to a balanced rotation plan. When members are elected to fill a vacancy, they take office at the first meeting after the election and serve for the unexpired term of the vacancy. A faculty member elected to the senate may serve two consecutive terms. After serving two consecutive terms the faculty senate member must wait one full year before they are again eligible for election [see also FSH 1580 III-3].

Section 5. Eligibility. Every member of the university faculty is eligible to vote for members of the senate representing his or her college or other unit. Every member of the university faculty is eligible to serve as an elected member of the Faculty Senate and to hold an elective or appointive office in the senate.

Section 6. Elections. Regular elections for senators in the senate are held before April 15 of each year in which an election is to be held. All elections for members of the senate are by secret ballot. Appropriate procedures for nominations and elections are developed and approved by a majority vote of the faculty of the college or other unit.

Section 7. Vacancies.

Clause A. If it is necessary for a member of the senate to be absent temporarily (more than a month, but less than four months), the candidate who received the next highest number of votes in the most recent election in the college or unit acts as his or her alternate in the senate with full vote. If it is necessary for a member to be absent for more than four months, but less than one year, a special election is held to fill the temporary vacancy. When the senate member returns, he or she resumes the position in the senate. If it is necessary for a member to be absent for more than one year, or if the member is unable to complete the term of office for any reason, a special election is held to fill the unexpired term. [See 1580 VI for procedures covering student vacancies.]

Clause B. The chair of the Faculty Senate must declare a position vacant if a member is absent from three consecutive meetings unless the member has informed the chair of the senate in writing that he or she intends to participate fully in the activities of the senate in the future. When a position is declared vacant, the chair must notify the constituency concerned.

Section 8. Recall. The recall of a member of the senate may be initiated by a petition bearing the signatures of at least 10 percent, or five members, whichever is greater, of the membership of the particular constituency represented. The petition must be delivered to the chair of the senate. On the receipt of a valid petition, the chair calls a meeting of the faculty of the college or other unit and appoints a chair. Charges against the member are presented in writing and the member is given adequate opportunity for his or her defense. A two-thirds majority vote by secret ballot of the members of the college or other unit present at the meeting is necessary for recall, providing the members present constitute a quorum as defined in the bylaws of the college or other unit. In the event that the vote is to recall the senator, the member may appeal the case to the senate within 10 days. If the case is appealed and the senate affirms the recall, or if the recall stands for 10 days without appeal, the members of the college or other unit elect another senator. Regular procedures are followed in replacing the recalled person, except that the chair of the senate appoints the chair of the election committee of the college or other unit. During the interval between recall and the election of a replacement, the candidate who received the next highest number of votes in the most recent election acts as the alternate in the senate with full vote.

ARTICLE VI--RULES OF ORDER. The rules contained in *Robert's Rules of Order Newly Revised* govern all meetings of the university faculty, other faculties, the Faculty Senate, and faculty committees in all cases to which they are applicable and in which they are not in conflict with this constitution, regents' policies, or any bylaws or rules adopted by any of those bodies for the conduct of their respective meetings. An action taken by the university faculty, a constituent or associated faculty, the Faculty Senate, or a faculty committee that conflicts with a previous action by that body takes precedence and, in effect, amends, in part or in full, the previous action.

ARTICLE VII--AMENDMENTS. This constitution may be amended by a two-thirds affirmative vote of the members of the university faculty, as defined in article II, section 1, in attendance at a regular meeting, a quorum being present. Proposed amendments must have been published in full in the agenda at least one week before the meeting or presented in writing at a meeting previous to the one at which the vote is to be taken. Amendments to this constitution are subject to review and approval by the president and by the regents.

Version History

Amended January 2024. Article II, Section 1 revised to clarify that voting rights arise from faculty rank, so that non□faculty in administrative roles do not have voting rights; and to resolve conflict with FSH 1565 regarding the terms on which visiting faculty and lecturers are granted voting rights.

Amended September 2022. Clerical edit to correct cross-reference.

Amended July 2022. University faculty meeting procedure moved from Article III to FSH 1420 Standing Rules of the University Faculty. Outdated information regarding remote participation removed from Article V.

Amended July 2019. Language from FSH 1566 was moved to a footnote to Article V, Section 2, and language in Article V, Section 3 was removed to address the restructure of the Faculty Secretary position.

Amended July 2015. Faculty Senate members were allowed to serve an additional term and language was added to Article I. Section 4 that affirms academic freedom in faculty governance and university programs and policies.

Amended July 2014. Editorial changes.

Amended July 2013. The Faculty Senate's membership was increased by one member to represent the Student Bar Association.

Amended July 2012. The Faculty Senate Center Senator's role/responsibility was clarified, staff membership increased to two, and the required annual venue determination removed.

Amended July 2011. The clinical faculty rank was added and language with respect to associated faculty voting was clarified.

Amended July 2009. The Faculty Council changed its name to Faculty Senate, a more common name used in academia, off campus faculty will have voting members on Senate at Coeur d'Alene, Boise, and Idaho Falls, and off-campus faculty will now be counted in the quorum at university faculty meetings with vote through designated sites and delegates given available technology (see 1640.94 and 1540 A).

Amended July 2006. Editorial changes.

Amended July 2005. Editorial changes.

Amended July 2001. Editorial changes.

Amended July 2000. Editorial changes

Amended July 1999. Editorial changes.

Amended July 1997. Editorial changes.

Amended 1986. Content of revision unknown.

Adopted 1968.

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CHAPTER ONE:

HISTORY, MISSION, GENERAL ORGANIZATION, AND GOVERNANCE

1520

CONSTITUTION OF THE UNIVERSITY FACULTY

OWNER

Faculty Secretary

Francesca Sammarucca

facsec@uidaho.edu**LAST REVISION:** September 2022**CONTENTS:**

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Section 2. President. The president of the university is both a member of and the president of the university faculty and is also the president of the other faculties referred to in section 4, below, and in article II. The president is the representative of the regents, the institution’s chief executive officer, and the official leader and voice of the university.

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Clause B. Faculties of Subdivisions. If there are schools, intracollege divisions, departments, or separate disciplines within a college or similar unit, the constituent faculty of each such subdivision participates in decisions concerning its educational objectives, including matters of student admission and curriculum, the selection of its executive officers, and its faculty appointments, subject only to the general rules and regulations of the college faculty and the university faculty and the authority of the president and the regents.

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Section 10. The Budget. Members of the university faculty participate in budgetary deliberations, and it is expected that the president will seek faculty advice and counsel on budgetary priorities that could significantly affect existing units of the university. [See 1640.20, University Budget and Finance Committee.]

Section 11. Committee Structure. The university faculty, through the medium of its Faculty Senate, establishes and maintains all university-wide and interdivisional standing and special committees, subcommittees, councils, boards, and similar bodies necessary to the immediate government of the university and provides for the appointment or election of members of such bodies. This section does not apply to *ad hoc* advisory committees appointed by the president or committees made up primarily of administrators. [See 1620 and 1640]

Section 12. Organization of the University. The university faculty advises and assists the president and the regents in establishing, reorganizing, or discontinuing major academic and administrative units of the university, such as colleges, schools, intracollege divisions, departments, and similar functional organizations.

Section 13. Bylaws of the Faculty Senate. The bylaws under which the Faculty Senate discharges its responsibilities as the representative body of the university faculty are subject to review and approval by the university faculty. [See 1580.]

ARTICLE V--FACULTY SENATE.

Section 1. Function. The Faculty Senate functions as provided in this constitution and in accordance with its bylaws as approved by the university faculty. [See I-3 and 1580.]

Section 2. Structure. The senate is constituted as follows:

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¹ The constitution of the university faculty originally provided that faculty status could be conferred by presidential designation on certain administrative and service officers who did not hold academic rank. When the faculty, on May 13, 1986, amended the constitution by, among other things, deleting that provision, it explicitly granted continuing membership, for the duration of their then current incumbencies, to those officers who on that date were members by virtue of presidential designation. These officers are members of the constituency known as the faculty-at-large.

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(5) Staff. The representative body (Staff Council) of the university staff elects two employees who do not have faculty status to serve with vote in the senate.

(6) Students. Two undergraduate students, one graduate student, and one law student serve as voting

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Chapter I: HISTORY, MISSION, GENERAL ORGANIZATION, AND GOVERNANCE

Section 1520: Constitution of the University Faculty

members of the senate, and the senate provides regulations governing the qualifications, terms of office, and election of student members, and procedures for filling vacancies in the student membership. [See 1580 VI.]

Clause B. Members *Ex Officiis*. The president or the president's designated representative and the secretary of the faculty are members *ex officio* of the senate, with voice but without vote.

Section 3. Officers. Each year the senate elects a chair and a vice chair from among the elected faculty members of the senate.

Section 4. Terms of Office. Elected faculty members of the senate serve for three years. The academic dean shall serve one year, the staff representatives shall serve for staggered two year terms. The terms of office for student members are as established by the senate. [See 1580 VI.] Newly elected members take office each year on September 1 or on the official opening date of the academic year, whichever is earlier. To carry out the requirement that approximately one-third of the elected faculty members are to take office each year, the senate may shorten the initial term of office of faculty senators elected to fill new positions in the senate to conform to a balanced rotation plan. When members are elected to fill a vacancy, they take office at the first meeting after the election and serve for the unexpired term of the vacancy. A faculty member elected to the senate may serve two consecutive terms. After serving two consecutive terms the faculty senate member must wait one full year before they are again eligible for election [see also FSH 1580 III-3].

Section 5. Eligibility. Every member of the university faculty is eligible to vote for members of the senate representing his or her college or other unit. Every member of the university faculty is eligible to serve as an elected member of the Faculty Senate and to hold an elective or appointive office in the senate.

Section 6. Elections. Regular elections for senators in the senate are held before April 15 of each year in which an election is to be held. All elections for members of the senate are by secret ballot. Appropriate procedures for nominations and elections are developed and approved by a majority vote of the faculty of the college or other unit.

Section 7. Vacancies.

Clause A. If it is necessary for a member of the senate to be absent temporarily (more than a month, but less than four months), the candidate who received the next highest number of votes in the most recent election in the college or unit acts as his or her alternate in the senate with full vote. If it is necessary for a member to be absent for more than four months, but less than one year, a special election is held to fill the temporary vacancy. When the senate member returns, he or she resumes the position in the senate. If it is necessary for a member to be absent for more than one year, or if the member is unable to complete the term of office for any reason, a special election is held to fill the unexpired term. [See 1580 VI for procedures covering student vacancies.]

Clause B. The chair of the Faculty Senate must declare a position vacant if a member is absent from three consecutive meetings unless the member has informed the chair of the senate in writing that he or she intends to participate fully in the activities of the senate in the future. When a position is declared vacant, the chair must notify the constituency concerned.

Section 8. Recall. The recall of a member of the senate may be initiated by a petition bearing the signatures of at least 10 percent, or five members, whichever is greater, of the membership of the particular constituency represented. The petition must be delivered to the chair of the senate. On the receipt of a valid petition, the chair calls a meeting of the faculty of the college or other unit and appoints a chair. Charges against the member are presented in writing and the member is given adequate opportunity for his or her defense. A two-thirds majority vote by secret ballot of the members of the college or other unit present at the meeting is necessary for recall, providing the members present constitute a quorum as defined in the bylaws of the college or other unit. In the event that the vote is to recall the senator, the member may appeal the case to the senate within 10 days. If the case is appealed and the senate affirms the recall, or if the recall stands for 10 days without appeal, the members of the college or other unit elect another senator. Regular procedures are followed in replacing the recalled person, except that the chair of the senate appoints the chair of the election committee of the college or other unit. During the interval between recall and the election of a replacement, the candidate who received the next highest number of votes in the most recent election acts as the

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alternate in the senate with full vote.

ARTICLE VI--RULES OF ORDER. The rules contained in *Robert's Rules of Order Newly Revised* govern all meetings of the university faculty, other faculties, the Faculty Senate, and faculty committees in all cases to which they are applicable and in which they are not in conflict with this constitution, regents' policies, or any bylaws or rules adopted by any of those bodies for the conduct of their respective meetings. An action taken by the university faculty, a constituent or associated faculty, the Faculty Senate, or a faculty committee that conflicts with a previous action by that body takes precedence and, in effect, amends, in part or in full, the previous action.

ARTICLE VII--AMENDMENTS. This constitution may be amended by a two-thirds affirmative vote of the members of the university faculty, as defined in article II, section 1, in attendance at a regular meeting, a quorum being present. Proposed amendments must have been published in full in the agenda at least one week before the meeting or presented in writing at a meeting previous to the one at which the vote is to be taken. Amendments to this constitution are subject to review and approval by the president and by the regents.

Version History

Amended January 2024. Article II, Section 1 revised to clarify that voting rights arise from faculty rank, so that non-faculty in administrative roles do not have voting rights; and to resolve conflict with FSH 1565 regarding the terms on which visiting faculty and lecturers are granted voting rights.

Amended September 2022. Clerical edit to correct cross-reference.

Amended July 2022. University faculty meeting procedure moved from Article III to FSH 1420 Standing Rules of the University Faculty. Outdated information regarding remote participation removed from Article V.

Amended July 2019. Language from FSH 1566 was moved to a footnote to Article V, Section 2, and language in Article V, Section 3 was removed to address the restructure of the Faculty Secretary position.

Amended July 2015. Faculty Senate members were allowed to serve an additional term and language was added to Article I, Section 4 that affirms academic freedom in faculty governance and university programs and policies.

Amended July 2014. Editorial changes.

Amended July 2013. The Faculty Senate's membership was increased by one member to represent the Student Bar Association.

Amended July 2012. The Faculty Senate Center Senator's role/responsibility was clarified, staff membership increased to two, and the required annual venue determination removed.

Amended July 2011. The clinical faculty rank was added and language with respect to associated faculty voting was clarified.

Amended July 2009. The Faculty Council changed its name to Faculty Senate, a more common name used in academia, off campus faculty will have voting members on Senate at Coeur d'Alene, Boise, and Idaho Falls, and off-campus faculty will now be counted in the quorum at university faculty meetings with vote through designated sites and delegates given available technology (see 1640.94 and 1540 A).

Amended July 2006. Editorial changes.

Amended July 2005. Editorial changes.

Amended July 2001. Editorial changes.

Amended July 2000. Editorial changes

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Amended July 1999. Editorial changes.

Amended July 1997. Editorial changes.

Amended 1986. Content of revision unknown.

Adopted 1968.

CONSENT
FEBRUARY 27-28, 2024

UNIVERSITY OF IDAHO

SUBJECT

Academic Ranks and Responsibilities, FSH 1565

REFERENCE

Various

Adopted in 1979, this section has undergone numerous revisions over the years as reflected in the extensive version history contained in the attachment.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.S. and II.B.3.d.

BACKGROUND/DISCUSSION

Sections G-1 and G-2 are revised to align with changes to FSH 1520 Constitution of the University of Idaho Faculty and to remove superfluous and inaccurate information. D-8 is revised to correct the inadvertent omission of Extension faculty in eligibility for the rank of Distinguished Professor. C-2 is revised to clarify how advising is credited for evaluative purposes.

IMPACT

The changes to this policy ensure alignment with FSH 1520 Constitution of the University Faculty and remove superfluous and inaccurate information regarding Lecturers and Visiting Faculty; correct an unintended consequence of prior language regarding the rank of Distinguished Professor; and clarify how advising is credited for evaluative purposes.

ATTACHMENTS

Attachment 1	2024 Jan FSH 1565 Clean (Faculty Staff Handbook 1565 Academic Ranks and Responsibilities)
Attachment 2	2024 Jan FSH 1565 Redline (Faculty Staff Handbook 1565 Academic Ranks and Responsibilities)

BOARD STAFF COMMENTS AND RECOMMENDATIONS

This action allows the University of Idaho staff to move forward in updating the Faculty-Staff Handbook. Board Policy II.B.3.d requires Board approval for 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.

Staff recommends approval.

BOARD ACTION

CONSENT
FEBRUARY 27-28, 2024

I move to approve the request by the University of Idaho to execute the revisions to Faculty Staff Handbook 1565 Academic Ranks and Responsibilities as noted in the documents attached to this motion.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

FACULTY-STAFF HANDBOOK

CHAPTER ONE:

HISTORY, MISSION, GENERAL ORGANIZATION, AND GOVERNANCE

1565
ACADEMIC RANKS AND RESPONSIBILITIES

OWNER

Vice Provost for Faculty
Diane Kelly-Reilly
dkr@uidaho.edu

LAST REVISION: July 2022

CONTENTS:

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- B. Definitions
- C. Responsibility Areas
- D. University Faculty
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- F. Associated Faculty
- G. Temporary Faculty
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- I. Qualification of Non-faculty Members for Teaching UI Courses

A. INTRODUCTION.

A-1. The principal functions of a university are the preservation, advancement, synthesis, application, and transmission of knowledge. Its chief instrument for performing these functions is its faculty, and its success in doing so depends largely on the quality of its faculty. The University of Idaho, therefore, strives to recruit and retain distinguished faculty members with outstanding qualifications.

In order to carry out its functions and to serve most effectively its students and the public, the university supports the diversification of faculty roles. Such diversification ensures an optimal use of the university's faculty talents and resources.

Diversification is achieved through developing a wide range of faculty position descriptions that allow the faculty to meet the varying responsibilities placed upon the institution, both internally and externally. No more than 25 percent, or a lower limit as defined by the department or similar unit's by-laws, of the faculty positions in any department or similar unit may be held by instructors, senior instructors, and lecturers who have voting privileges under FSH 1520 II, Section 1. While the capabilities and interests of the individual faculty members are to be taken into account, it is essential that individual faculty position descriptions are consonant with carrying out the roles and mission of the university, the college, and the unit. Annual position descriptions are developed by the unit head in consultation with the unit faculty and with the incumbent or new faculty member. In each college, all position descriptions are subject to the approval of the dean and must be signed by both unit head and faculty member. If the faculty member, unit head, and dean are unable to reach agreement on the position description, the faculty member may appeal the unit head's decision to the Faculty Appeals Hearing Board [FSH [3840](#)].

As indicated in Section 3320 A-1, faculty performance evaluations that are used for yearly, third-year and periodic reviews as well as for promotion, tenure, and post-tenure decisions are to be based on faculty members' annual position descriptions (FSH 3050). Each unit will develop substantive criteria in its bylaws for promotion and review of its faculty

Faculty members shall conduct themselves in a civil and professional manner (see FSH 4000 and 3170).

B. DEFINITIONS:

B-1. Advancement: focuses on fostering relationships, building partnerships, creating awareness and generating

support with alumni, donors, leaders, business partners, legislators and the community for the university's mission in academics, scholarship and outreach (see the office of University Advancement at <http://www.uidaho.edu/givetoidaho/meetourpeople/universityadvancementvpoffice.aspx>).

B-2. Cooperative education: a structured educational strategy that blends classroom studies with learning through productive work experiences. It provides progressive experiences for integrating theory and practice. Co-op education (including internships and externships) is a partnership between students, educational institutions and employers, with specified responsibilities for each party.

B-3. Distance education: the process through which learning occurs when teachers, students, and support services are separated by physical distance. Technology, sometimes in tandem with face-to-face communication, is used to bridge the distance gap.

B-4. Extension Service: Extension is an outreach activity that generally involves non-formal educational programs that transfer knowledge from the university to help improve people's lives through research in areas like agriculture and food, environment and natural resources, families and youth, health and nutrition, and community and economic development.

B-5. Extramural Professional Service: refers to activities that extend service beyond the university and can include elements of service, outreach, scholarship, and/or teaching.

B-6. Interdisciplinary: "an activity that involves teams or individuals that integrates information, data, techniques, tools, perspectives, concepts, and/or theories from two or more disciplines or bodies of specialized knowledge to advance fundamental understanding or to solve problems whose solutions are beyond the scope of a single discipline or field of research practice."¹

B-7. Professional Development: a learning process that expands the capacity of the faculty member to advance in the responsibilities as defined in his/her position description and aligns with the university's goals. Examples include but are not limited to participation in conferences, continuing professional education (including credit and noncredit courses) and other activities that enhance a faculty member's expertise and ability.

B-8. Service learning: an activity that integrates student learning with service and civic engagement to meet real community needs and achieve learning outcomes. Service-learning can be used in curricular settings (i.e. academic courses) or co-curricular settings, (e.g. ASUI's volunteer/civic engagement programs).

B-9. Technology transfer: a process through which knowledge, technical information, and products developed through various kinds of scientific, business, and engineering research are provided to potential users. Technology transfer encourages and accelerates testing and using new knowledge, information and products. The benefit of technology transfer may occur either at the community (public) or firm (private) level.

B-10. Unit Administration: includes assisting higher administration in the assignment and in the evaluation of the services of each member of the unit's faculty and staff; promoting effective leadership of personnel and management of unit resources; providing leadership in the development and implementation of unit plans; providing for open communication with faculty and staff; fostering excellence in teaching, scholarship and outreach for faculty, students, and staff in the unit; effectively representing all constituents of the unit; and continuing personal professional development in areas of leadership.

C. RESPONSIBILITY AREAS: Faculty members are expected to contribute in each of the four major responsibility areas (C-1 through C-4 below). Expectations are more specifically defined in the individual position description and are consistent with unit by-laws. Each responsibility area may include activities in advancement, extramural professional service, interdisciplinary, and/or professional development.

C-1. TEACHING AND ADVISING: The university's goal is to engage students in a transformational experience of discovery, understanding and global citizenship. Faculty achieve this goal through effective instructing, advising

¹ National Academy of Science

and/or mentoring of students.

a. Teaching: Effective teaching is the foundation for both the advancement and transmission of knowledge. The educational function of the university requires the appointment of faculty members devoted to effective teaching. Teaching may take many different forms and any instruction must be judged according to its central purposes. Active participation in the assessment of learning outcomes is expected of all faculty at the course, program, and university-wide levels. Individual colleges and units have the responsibility to determine appropriate teaching loads for faculty position descriptions. Teaching appointments must be reflected by hours and level of effort spent in teaching activity, and justified in position descriptions. Any adjustments to a teaching appointment (e.g. teaching unusually large classes, team-teaching, teaching studios or laboratories, intensive graduate or undergraduate student mentoring, technology-enhanced teaching, and others) must be documented in the position description.

Evidence of teaching effectiveness shall include student feedback on teaching, and may include course design reviews, teaching observations, self-assessment, learning outcome assessment data, teaching recognition and awards, mid-term formative feedback on instruction (FSH 2700 B-6), or other documentation of effective teaching. Additional information about evidence of teaching effectiveness can be found through the Provost's Office.

b. Advising: For the purposes of this section, advising includes mentoring and student retention activities. These activities are an important faculty responsibility and a key function of academic citizenship, and may include: (1) overseeing course selection and scheduling; (2) seeking solutions to conflicts and academic problems; (3) working with students to develop career goals and identify employment opportunities; (4) making students aware of programs and sources for identifying employment opportunities, (5) facilitating undergraduate and graduate student participation in professional activities (e.g. conferences, workshops, demonstrations, applied research); and (6) serving as a faculty advisor to student organizations or clubs. Advising also includes attendance at sessions (e.g. workshops, training courses) sponsored by the university, college, unit, or professional organizations to enhance a faculty member's capacity to advise.

Effective advising performance may be documented by: (1) the evaluation of peers or other professionals in the unit or college; (2) undergraduate or graduate student advisees' evaluations; (3) level of activity and accomplishment of the student organization advised; (4) evaluations of persons being mentored by the candidate; (5) number of undergraduate and graduate students guided to completion; and (6) receiving awards for advising, especially those involving peer evaluation.

C-2. SCHOLARSHIP AND CREATIVE ACTIVITIES: Scholarship is creative intellectual work that is communicated and validated. The creative function of a university requires the appointment of faculty members devoted to scholarship and creative activities. The university promotes an environment that increases faculty engagement in interdisciplinary scholarship. The university's Carnegie designation as "research university high" fosters an emphasis on scholarly and creative activities.

Scholarship and creative activities take diverse forms and are characterized by originality and critical thought. Both must be validated through internal and external peer review or critique and disseminated in ways having a significant impact on the university community and/or publics beyond the university. Both are ongoing obligations of all members of the faculty.

The basic role of a faculty member at the University of Idaho is to demonstrate and validate continuing sound and effective scholarship in the areas of teaching and learning, artistic creativity, discovery, integration, and outreach/application/engagement. While these areas may overlap, these distinctions are made for purposes of defining position descriptions and for developing performance standards. Units and colleges shall adopt criteria for the evaluation of scholarship and creative activities. Undergraduate and graduate students advised may be credited to scholarship and creative activity or to teaching and advising for evaluative purposes, but not to both. Demonstrated excellence that is focused in only one of these scholarship and creative activity areas is acceptable if it is validated and judged to be in the best interests of the institution and the individual faculty member.

a. Scholarship in Teaching and Learning: can involve classroom action research (site-specific pedagogy),

qualitative or quantitative research, case studies, experimental design and other forms of teaching and learning research. It consists of the development, careful study, and validated communication of new teaching or curricular discoveries, observations, applications and integrated knowledge and continued scholarly growth. Evidence that demonstrates this form of scholarship might include: publications and/or professional presentations of a pedagogical nature; publication of textbooks, laboratory manuals, or educational software; advancing educational technology; presentation in workshops related to teaching and learning; development and dissemination of new curricula and other teaching materials to peers; and individual and/or collective efforts in securing and carrying out education grants.

The validation of scholarship in the area of teaching and learning is based in large measure on evaluation by the faculty member's peers both at the University and at other institutions of higher learning.

b. Scholarship in Artistic Creativity: involves validated communication and may be demonstrated by significant achievement in an art related to a faculty member's work, such as musical composition, artistic performance, creative writing, mass media activity, or original design.

The validation of scholarship in the area of artistic creativity is based in large part on the impact that the activity has on the discipline and/or related fields as determined by the peer review process. Many modes of dissemination are possible depending on the character of the art form or discipline. For example, a published novel or book chapter for an anthology or edited volume or similar creative work is regarded as scholarship. Each mode of dissemination has its own form of peer review that may include academic colleagues, practitioner or performance colleagues, editorial boards, and exhibition, performance, or competition juries.

c. Scholarship in Discovery: involves the generation and interpretation of new knowledge through individual or collaborative research. It may include: novel and innovative discovery; analyzing and synthesizing new and existing knowledge and/or research to develop new interpretations and new understanding; research of a basic or applied nature; individual and collaborative effort in securing and carrying out grants and research projects; membership on boards and commissions devoted to inquiry; and scholarly activities that support the mission of university research centers.

Evidence of scholarship in this area may include: publication of papers in refereed and peer reviewed journals; published books and chapters; published law reviews; citation of a faculty member's work by other professionals in the field; published reviews and commentary about a faculty member's work; invited presentations at professional meetings; seminar, symposia, and professional meeting papers and presentations; direction and contribution to originality and novelty in graduate student theses and dissertations; direction and contribution to undergraduate student research; awards, scholarships, or fellowships recognizing an achievement, body of work, or career potential based on prior work; appointment to editorial boards; and significant scholarly contributions to university research centers. The validation of scholarship in the area of discovery is based on evaluation by other professionals in the faculty member's discipline or sub-discipline.

d. Scholarship of Integration: often interdisciplinary and at the borders of converging fields, is the serious, disciplined work that seeks to synthesize, interpret, contextualize, critically review, and bring new insights into, the larger intellectual patterns of the original research. Similar to the scholarship of discovery, the scholarship of integration can also seek to investigate, consolidate, and synthesize new knowledge as it integrates the original work into a broader context. It often, but not necessarily, involves a team or teams of scholars from different backgrounds working together, and it can often be characterized by a multidisciplinary or interdisciplinary investigative approach. The consolidation of knowledge offered by the scholarship of integration has great value in advancing understanding and isolating unknowns. Beyond the differences, the scholarship of integration can include many of the activities of scholarship of discovery and thus may be rigorously demonstrated and validated in a similar manner.

e. Scholarship of Outreach/Application/Engagement: These activities apply faculty members' knowledge and expertise to issues that impact individuals, communities, businesses, government, or the environment. Examples may include economic development, environmental sustainability, stimulation of entrepreneurial activity, integration of arts and sciences into people's lives, enhancement of human well being, and resolution

of societal problems. Like other forms of scholarship and creative activities, the scholarship of outreach/application/engagement involves active communication and validation. Examples of validation may include (but are not limited to): peer reviewed or refereed publications and presentations; patents, copyrights, or commercial licensing; adoption or citation of techniques as standards of practice; invited presentation at a seminar, symposium or professional meeting; and citations of the faculty member's work.

C-3. OUTREACH and EXTENSION: Outreach activities are originated by every unit on UI's Moscow campus and from each of the University's physical locations around the state.

Outreach includes a wide variety of activities including, but not limited to, (a) extension (see 1565 B); (b) teaching, training, certification, and other dissemination of information to the general public, practitioner, and specialty audiences; (c) volunteer development and establishment/maintenance of relationships with private and public organizations; (d) unpaid extramural consultation and other professional services to individuals, organizations, and communities; and (e) undergraduate and graduate student recruiting activities. Delivery mechanisms include distance education, service learning, cooperative education, technology transfer, noncredit courses, workshops, presentations, and publications. Most of the examples provided, such as distance education, are not exclusively outreach. Instead, they lie at the intersection of outreach and teaching or research. Likewise, professional services may be associated with teaching, scholarship, or university service and leadership. A faculty member's position description specifies where his or her activities will be counted.

Evidence of effective outreach activities may include, but are not limited to, (1) documentation of the process by which needs were identified and what steps were taken to deliver carefully planned and implemented programs; (2) numbers of individuals and types of audiences affected; (3) evaluation by participants in outreach activities; (4) other measures of significance to the discipline/profession, state, nation, region and/or world; (5) quantity and quality of outreach publications and other mass-media outlets; (6) evaluation of the program's effects on participants and stakeholders; (7) awards, particularly those involving peer evaluation; (8) letters of commendation from individuals within organizations to whom service was provided; (9) service in a leadership role of a professional or scientific organization as an officer or other significant position; and (10) other evidence of professional service oriented projects/outputs.

C-4. UNIVERSITY SERVICE AND LEADERSHIP: The university seeks to create formal and informal organizational structures, policies, and processes that enable the university community to be effective, while also fostering a climate of participatory decision making and mutual respect.

a. Intramural service is an essential component of the University of Idaho mission and is the responsibility of faculty members in all units. Service by members of the faculty to the university in their special capacities as scholars should be a part of both the position description and annual performance review.

Within the university, intramural service includes participation in unit, college, and university committees, and any involvement in aspects of university governance and academic citizenship. University, college, and unit committee leadership roles are seen as more demanding than those of a committee member or just regularly attending faculty meetings. Because faculty members play an important role in the governance of the university and in the formulation of its policies, recognition should be given to faculty members who participate effectively in faculty and university governance. Intramural service can include clinical service, routine support, and application of specialized skills or interpretations, and expert consultancies. The beneficiaries of these forms of service can be colleagues and co-workers.

Effective performance in intramural service may be documented by a variety of means. Examples include: (1) letters of support from university clientele to whom your service was provided; (2) serving as a member or chairperson of university, college, or unit committees; and (3) receiving University service awards, especially those involving peer evaluation.

b. Administration:

(1) Unit Administration (see FSH 1565 B): FSH 1420 E describes the responsibilities and the selection

and review procedures for unit administrators. Unit administration is not normally considered in tenure and promotion deliberations; it is accounted for insofar as expectations are proportionally adjusted in the other sections of the position description. For faculty in nonacademic units (e.g. faculty at large), administration may be considered in tenure and promotion deliberations.

(2) Other: Effective conduct of university programs requires administrative activities that support scholarship, outreach and teaching. Program support activities are to be noted in position descriptions and performance reviews. The role of the principal or co-investigator of a university program or project may include the following administrative responsibilities: (1) budgetary and contract management; (2) compliance with University purchasing and accounting standards; (3) supervision and annual review of support personnel; (4) purchasing and inventory management of goods; (5) graduate student and program personnel recruitment, training in University procedures/policies, and annual review; (6) collaborator coordination and communication; (7) management of proper hazardous waste disposal; (8) laboratory safety management; (9) authorization and management of proper research animal care and use; (10) authorization and management of human subjects in research; (11) funding agency reporting; (12) intellectual property reporting; and (13) compliance with local, state, and federal regulation as well as University research policy.

Demonstration of effective administration may be documented by a variety of means. Examples include: (1) compliance with applicable rules, standards, policies, and regulations; (2) successful initiation, conduct and closeout of research contracts and grants as evidenced by timely reporting and budget management; (3) completion of the research contract or proposal scope-of-work; organized program operations including personnel and property management. Documentation of effective university program operation, beyond scholarship, may also include input by graduate and undergraduate students participating in the university program; and input by collaborators, cooperators, funding agency and beneficiaries of the program. Documentation of effective administration may include evaluations by faculty and staff, as well as objective measures of performance under the incumbent's leadership.

D. UNIVERSITY FACULTY (FSH 1520 Article II):

D-1. INSTRUCTOR: Instructors may be appointed for the purpose of performing practicum, laboratory, or classroom teaching. Appointment to instructor constitutes a recognition of the appointee's scholarly contributions and professional accomplishments, and confers responsibilities and privileges as stated below. To avoid confusion over university faculty (those who have voting rights per FSH 1520 II, Section 1) the title of Instructor shall not be used in any other university position.

a. Instructor. Appointment to this rank requires proof of advanced study in the field in which the instructor will teach, the promise of teaching effectiveness, and satisfactory recommendations. Instructors have charge of instruction in assigned classes or laboratory sections under the general supervision of the departmental administrator. When they are engaged in teaching classes with multiple sections, the objectives, content, and teaching methods of the courses will normally be established by senior members of the faculty or by departmental committees. Instructors are expected to assist in the general work of the department and to make suggestions for innovations and improvements.

b. Senior Instructor. Appointment to this rank requires qualifications that correspond to those for the rank of instructor and evidence of outstanding teaching ability. Instructors are promotable to senior instructor. Effective teaching is the primary responsibility of anyone holding this rank and this primary responsibility is weighted accordingly in the annual performance evaluation and when a senior instructor is being considered for tenure. Except in very rare instances, this rank is considered terminal (i.e., it does not lead to promotion to the professorial ranks and there is no limitation on the number of reappointments). Prospective appointees to the rank of senior instructor must be fully informed of its terminal nature.

D-2. FACULTY:

a. Assistant Professor. Appointment to this rank normally requires the doctorate or appropriate terminal

degree. In some situations, however, persons in the final stages of completing doctoral dissertations or with outstanding talents or experience may be appointed to this rank. Evidence of potential effective teaching and potential scholarship in teaching and learning, artistic creativity, discovery, and outreach/application/engagement is a prerequisite to appointment to the rank of assistant professor. Appointees in this rank have charge of instruction in assigned classes or laboratories and independent or shared responsibility in the determination of course objectives, methods of teaching, and the subject matter to be covered. Assistant professors are expected to demonstrate the ability to conduct and direct scholarly activities, and to provide intramural and extramural professional service. [1565 C]

b. Associate Professor. Appointment or promotion to this rank normally requires the doctorate or appropriate terminal degree. In some situations, however, persons with outstanding talents or experience may be appointed or promoted to this rank. Associate professors must have demonstrated maturity and conclusive evidence of having fulfilled the requirements and expectations of the position description. An appointee to this rank will have demonstrated effective teaching or the potential for effective teaching, the ability to conduct and direct scholarly activities in his or her special field, and provide service to the university and/or his or her profession. Evidence of this ability includes quality publications or manuscripts of publishable merit; and/or unusually productive scholarship in teaching and learning; and/or significant artistic creativity; and/or major contributions to the scholarship of outreach/application/engagement. Associate professors generally have the same responsibilities as those of assistant professors, except that they are expected to play more significant roles in initiating, conducting, and directing scholarly activities, and in providing intramural and extramural professional service. [1565 C]

c. Professor. Appointment or promotion to this rank normally requires the doctorate or appropriate terminal degree. A professor should have intellectual and academic maturity, demonstrated effective teaching or the potential for effective teaching and the ability to organize, carry out, and direct significant scholarship in his or her major field. A professor will have made major scholarly contributions to his or her field as evidenced by several quality publications and/or highly productive scholarship in one or more of the areas of teaching and learning, discovery, artistic creativity, and outreach/application/ engagement. Professors have charge of courses and supervise research, and are expected to play a major role of leadership in the development of academic policy, and in providing intramural and extramural professional service. [1565 C]

D-3. RESEARCH FACULTY:

a. Assistant, Associate and Professor. Appointment to these ranks requires qualifications, except for teaching effectiveness, that correspond to their respective ranks as for faculty in D-2 above.

D-4. EXTENSION FACULTY:

a. Extension Faculty with Rank of Instructor. Appointment to this rank requires: sound educational background and experience for the specific position; satisfactory standard of scholarship; personal qualities that will contribute to success in an extension role; evidence of a potential for leadership, informal instruction, and the development of harmonious relations with others.

b. Extension Faculty with Rank of Assistant Professor. Appointment to this rank requires a master's degree along with the qualifications of extension faculty with rank of instructor and: demonstrated leadership ability in motivating people to analyze and solve their own problems and those of their communities; evidence of competence to plan and conduct an extension program; a record of effectiveness as an informal instructor and educational leader; proven ability in the field of responsibility; evidence of continued professional growth through study and participation in workshops or graduate training programs; acceptance of responsibility and participation in regional or national training conferences; membership in appropriate professional organizations, and scholarship in extension teaching or practical application of research; demonstrated ability to work in harmony with colleagues in the best interests of UI and of the people it serves.

c. Extension Faculty with Rank of Associate Professor. In addition to the qualifications required of extension faculty with rank of assistant professor, appointment or promotion to this rank requires: achievement of a higher degree of influence and leadership in the field; continued professional improvement demonstrated

by keeping up to date in subject matter, extension teaching methods, and organization procedures; progress toward an advanced degree if required in the position description; demonstrated further successful leadership in advancing extension educational programs; evidence of a high degree of insight into county and state problems of citizens and communities in which they live, and the contribution that education programs can make to their solution; an acceptance of greater responsibilities; a record of extension teaching or practical application of research resulting in publication or comparable productivity; a reputation among colleagues for stability, integrity, and capacity for further significant intellectual and professional achievement. These activities may occur in a domestic or international context.

d. Extension Faculty with Rank of Professor. In addition to the qualifications required of extension faculty with rank of associate professor, appointment or promotion to this rank requires: regional or national recognition in the special professional field or area of responsibility; a record of successful organization and direction of county, state, or national programs; an outstanding record of creative extension teaching or practical application of research resulting in significant publications or comparable scholarship; active membership and effective participation in professional committee assignments and other professional organization activities; demonstrated outstanding competence in the field of responsibility; achievement of full maturity as an effective informal teacher, wise counselor, leader of extension educational programs, and representative of the university. These activities may occur in a domestic or international context.

D-5. LIBRARIAN:

a. Librarian with Rank of Instructor. Appointment to this rank requires an advanced degree in library science from a library school accredited by the American Library Association or an equivalent terminal degree and relevant experience and: (a) evidence of potential for successful overall performance and for development as an academic librarian; (b) when required for specific positions (e.g., cataloger, assistant in a subject library), knowledge of one or more subject areas or pertinent successful experience in library work.

b. Librarian with Rank of Assistant Professor. Appointment to this rank requires the qualifications for librarian with rank of instructor and: (a) demonstrated ability, competence, and effectiveness in performing assigned supervisory-administrative, specialized public service, or technical service responsibilities; (b) demonstrated ability to establish and maintain harmonious working relationships with library colleagues and other members of the university community; (c) evidence of professional growth through study; creative activity; participation in workshops, conferences, seminars, etc.; participation in appropriate professional organizations; awareness of current developments in the profession and ability to apply them effectively in the area of responsibility; (d) service to the library, university, or community through committee work or equivalent activities.

c. Librarian with Rank of Associate Professor. Appointment or promotion to this rank requires the qualifications applicable to the lower ranks of librarians and: (a) acceptance of greater responsibilities, and conclusive evidence of success in the performance of them, e.g., bibliographical research performed in support of research activities of others; development of research collections; the preparation of internal administrative studies and reports; interpreting, and facilitating effective use of, the collections; effectively applying bibliographic techniques for organizing library collections; effective supervision of an administrative unit; (b) evidence of further professional growth, as demonstrated by keeping up to date in subject matter, methods, and procedures and by practical application of research resulting in significant improvement of library operations or in publication; effective participation in the work of appropriate professional organizations; and/or formal study, either in library science or in pertinent subject areas; (c) evaluation by colleagues as a person of demonstrated maturity, stability, and integrity, with the capacity for further significant intellectual and professional achievement. These activities may occur in a domestic or international context.

d. Librarian with Rank of Professor. Appointment or promotion to this rank requires the qualifications applicable to the lower ranks of librarians and: (a) demonstrated outstanding competence in the area of responsibility; (b) achievement of an outstanding record of creative librarianship, of effective administration, or of practical application of research resulting in significant publications or comparable productivity; (c) an additional degree in library science or in a pertinent subject area or equivalent achievement; (d) regional or

national recognition for contributions to the profession based on publications or active and effective participation in the activities of professional organizations; (e) evaluation by colleagues as an effective librarian who will continue to recognize that optimum productivity is a reasonable personal goal. These activities may occur in a domestic or international context.

D-6. PSYCHOLOGIST OR LICENSED PSYCHOLOGIST:

a. Psychologist with Rank of Instructor. Appointment to this rank requires: an advanced degree in counseling, counseling psychology, clinical psychology, or closely related field earned in a professional program accredited by the appropriate accrediting association; evidence of effective skills in counseling or therapy; and evidence of pursuit of a terminal degree.

b. Psychologist or Licensed Psychologist with Rank of Assistant Professor. Appointment to this rank requires the qualifications for psychologist with rank of instructor and: a doctoral or equivalent terminal degree; evidence of effective skills in counseling or therapy; awareness of current developments in the profession; and demonstrated potential for participation in appropriate professional organizations, service to the Counseling and Testing Center, the university, and the community through teaching, committee membership, or equivalent activities, and the development and execution of research projects or the development and execution of outreach services designed to benefit UI students.

c. Licensed Psychologist with Rank of Associate Professor. Appointment or promotion to this rank requires the qualifications applicable to the lower ranks of psychologists and: possession of a license as a psychologist in the state of Idaho; evidence of continued development of skills in counseling or therapy, as demonstrated by attendance at training workshops, personal study that leads to the presentation of workshops, classes, or seminars, or private study that leads to in-service training of personnel of the Counseling and Testing Center; evidence of continued professional development through service in professional organizations; evidence of effective teaching or training; completion of research that has resulted in quality publications or manuscripts of publishable merit, or the design and implementation of a continuing program in the Counseling and Testing Center that is of benefit to UI students and represents professional achievement of publishable merit; and continued service to the university and community through committee work or participation in community organizations. These activities may occur in a domestic or international context.

d. Licensed Psychologist with Rank of Professor. Appointment or promotion to this rank requires the qualifications applicable to the lower ranks of psychologists and: demonstration of outstanding competence in counseling or therapy; establishment of an outstanding record in research and publication or in development of continuing programs that contribute to the betterment of university students; continued professional improvement through private study, directed study, or attendance at workshops, conventions, etc.; regional or national recognition for contributions to the profession through publication, presentation of workshops, or active and effective participation in the activities of professional organizations; and recognition by colleagues as an effective psychologist who realizes that optimum productivity is a reasonable personal goal. These activities may occur in a domestic or international context.

D-7. OFFICER-EDUCATION: Appointment of persons to the faculties of the officer education programs was established for the purpose of ensuring the academic soundness of the programs. The dual role of these faculty members as military officers and academic instructors is recognized. The university expects the nominees to have demonstrated academic and intellectual capabilities and exemplary professional achievement. Specifically, UI expects:

a. Academic Preparation. It is desirable for officer education faculty members to have at least a master's degree. In his or her most recent education, the officer should have a superior academic record as demonstrated by such measures as high grade-point average in graduate school, being in the upper half of the class in graduate school, or superior graduate-level ability as attested in letters of recommendation from graduate-school professors.

b. Specialized Preparation. The officer must have significant education, experience, or formal preparation in

the subject areas in which he or she will teach.

c. Military Background and Preparation. A junior officer is expected to have had significant professional performance and experience. It is also desirable that the officer have some formal military education beyond commissioning. A senior officer should have broad experience with excellent performance. He or she is expected to have attended a junior or senior military college and to have made a distinguished record there.

d. Teaching. It is desirable for officers to have had some teaching experience. It is recognized that this is not always possible for junior officers. For such an officer, there should be some evidence that he or she will become a satisfactory teacher. Heads of officer education programs are expected to be experienced instructors.

e. Nominees who will pursue graduate studies at UI for one year before becoming an instructor will be given preliminary approval. In their last semester of full-time graduate enrollment, the service should submit the required information to the Officer Education Committee for regular, final approval. For preliminary approval, the officer should, in addition to the military requirement, show promise of being successful in graduate studies. This could be demonstrated by (a) a high score on the Graduate Record Examination, if taken, (b) full enrollment status as a graduate student at UI, (c) a high overall grade-point average in college (3.00 or above on a 4-point scale), (d) a high grade-point average in a major area, or (e) a good record in the final year of college and graduate-level ability as attested by letters of recommendation from college professors.

f. Appointment:

1. The following information is submitted by the nominee's service: (1) transcripts from undergraduate and graduate academic institutions; (2) transcripts or appropriate records from military schools and staff colleges; (3) at least three letters of recommendation from appropriate sources, such as former professors, military instructors, and supervisors or commanders. These letters should be concerned with matters such as the officer's civilian academic performance, military record and leadership ability, and actual or potential performance as a teacher. (Former supervisors or commanders could give their opinion based on the officer's demonstration of leadership ability and his or her experience as a training officer.); (4) a summary of the officer's duty assignments and military and teaching positions held; (5) copies of favorable communications from the officer's file.

2. The following is provided by the program unit concerned: (1) a description of the military schools attended and courses completed by the nominee; (2) a description of the positions held by the nominee; (3) an explanation of the appropriateness of the officer's experience and training to the courses he or she will teach.

3. Copies of the requested material are distributed by the local unit to the members of the Officer Education Committee at least 72 hours before the meeting at which the committee will consider the nominee. For appointments commencing in the fall, this information should normally be made available not later than the preceding May 1.

4. In the case of a person nominated to head an officer education program, UI may require a personal interview.

5. A minimum of two weeks, after receipt of all required information, is necessary for consideration of the nominee. UI notifies the nominee's service of its decision within one month.

D-8. UNIVERSITY DISTINGUISHED PROFESSOR: Acknowledgment of outstanding academic contributions to the university is appropriate and desirable. The rank of University Distinguished Professor² is bestowed upon University of Idaho faculty in recognition of sustained excellence in all of their areas of responsibility. The rank will be held for the remainder of the recipient's active service at the University; if the recipient leaves the

² As a result of Development Fund efforts, endowment support eventually may be obtained for many University Distinguished Fellowships, in which case a donor's name may be added to the title.

University and is eligible for emeritus status, the rank will change to University Distinguished Professor Emeritus. The rank is highly honorific and therefore will be conferred on no more than three faculty members university-wide in any given academic year. Selection of University Distinguished Professors will reflect the diversity of scholarly fields at the University. University Distinguished Faculty will receive a stipend of at least \$5,000 per year for five years to be used to enhance salary or support professional activities (e.g., professional travel, student support, equipment, materials and supplies, etc.). Final discretion in conferring the rank of Distinguished Professor and the number of appointments in a given year resides with the President.

a. Selection Criteria: In general, University Distinguished Professors will have received national and usually international recognition. They will have brought distinction to the University through their work.

University Distinguished Professors will have achieved a superior record in at least three of the following areas: scholarly, creative, and artistic achievement; breadth and depth of teaching; excellence in extension or outreach; and University service and service involving the application of scholarship, creative, or artistic activities to addressing the needs of one or more external publics.

University Distinguished Professorships will be conferred on members of the University of Idaho Faculty who have attained the rank of Professor and have completed a minimum of seven years of service at the University, typically at the rank of Professor.

b. Selection Process: University Distinguished Professorships will be awarded by the president upon recommendation of The University Distinguished Professorship Advisory Committee a standing committee composed of four faculty members and three deans. The committee members should reflect all dimensions of diversity in the university community. They will be appointed by the Provost to serve three-year terms on a staggered basis. Nominations will be made by Faculty Senate and the Academic Deans, in consultation with faculty and administrators of units. Committee members must be tenured professors who themselves have outstanding records in all of their areas of responsibility.

1. The Provost will request nominations from faculty, deans, directors and unit administrators annually.
2. Written nominations will be submitted to the Provost and must include:
 - a. A nominating letter with a brief summary of the candidate's achievements;
 - b. The candidate's *curriculum vitae*, including a list of any significant previous awards;
 - c. Letters of endorsement from the appropriate deans and unit administrators or director(s). The candidate may also include a maximum of three additional letters of support, as appropriate, from students, colleagues at the University of Idaho, or other institutions. Letters should describe the impact of the nominee on their field, evidence of external recognition, and the context of their work over the course of their employment.
3. The University Distinguished Professorship Advisory Committee reviews the nominations and makes recommendations to the Provost for transmittal to the President.
4. Because the rank of University Distinguished Professorship is intended to be highly honorific, it is possible that in a given year no candidates will be selected.
5. The applications of nominees who are not selected in the first year of nomination will remain active for a total of three years. Nominators will have the opportunity to update their nomination during subsequent years in which their candidate is under consideration.

D-9. CLINICAL FACULTY: Clinical faculty may be appointed for the purpose of performing practicum, laboratory, or classroom teaching. Clinical faculty is a non-tenure track position. Clinical faculty positions are appropriate for professional disciplines having strong applied and/or clinical elements or those serving university units or academic departments in a supporting capacity. Appointment to clinical-faculty status constitutes a recognition of the appointee's scholarly contributions and professional accomplishments, and confers responsibilities and privileges as stated in a below. Clinical faculty members may be appointed and/or promoted to the ranks of clinical assistant professor, clinical associate professor or clinical full professor.

a. Responsibilities, Privileges, and Rights. A clinical faculty member has a primary employment responsibility in a UI unit. The relationship of a clinical faculty member to UI is essentially that of a collaborator with a UI unit, program, or faculty member. The guarantees afforded by the principle of academic

freedom [see FSH 4000] are extended to members of the clinical faculty. They have the same responsibilities and privileges as university faculty (FSH 1520 II 1)

Clinical faculty members perform administrative, analytical, and research functions that complement UI's mission in teaching, research, and service.

1. Clinical faculty members may have teaching as a primary or major responsibility; in addition, they may advise students on their academic or professional programs, participate in research projects, serve on graduate students' supervisory committees, engage in outreach and engagement activities, and act as expert advisers to faculty members or groups.
2. The nature and extent of the services to be rendered are determined jointly by the clinical faculty member, his or her immediate supervisor, and the unit administrator(s) concerned.

b. Qualifications. Assignment to a clinical faculty position is based on demonstrated knowledge and experience, academic degrees, scholarly contributions, or other professional accomplishments comparable to those expected of faculty within the unit.

c. Conversion. Instructors and senior instructors who meet the qualifications for clinical faculty defined in D-9 b. may be considered for clinical faculty status upon the recommendation of the unit administrator and dean, subject to approval by the provost. Credit for prior equivalent experience may be granted by the provost up to a maximum of four years. Conversion of an existing tenure-track or tenure line in a unit to clinical status requires the approval of the dean and provost. A unit must demonstrate that a clinical position better advances the university's strategic goals than a tenure-track position.

E. EMERITUS STATUS. (FSH 1520 II.2)

E-1. PURPOSE. Emeritus status benefits both the university and emeriti by providing opportunities for emeriti to maintain ties with faculty members and continue service to the university and community.

E-2. ELIGIBILITY. A board-appointed, benefit-eligible member of the university faculty who holds one of the ranks described in 1565 D and who leaves the university and has a minimum of 8 years of service and attained the rule of 65 (age plus years of service is at least 65) is eligible for emeritus status.

E-3. APPOINTMENT.

1. Faculty must request consideration for emeritus status. This request may be made in the notice of resignation or in a request made directly to the provost. This request may be made along with or at any point following the submission of the letter of resignation. If a faculty member who is eligible for emeritus status under section E-2 does not request consideration for emeritus status in their resignation letter, then their college or department will send a notice to the faculty member asking if they wish to request emeritus status. The college or department will send a similar notice to any eligible faculty who receives a terminal contract due to program closure or similar circumstances.
2. In ordinary circumstances, the provost will grant emeritus status if the eligibility requirements specified in E-2 are satisfied. In exceptional circumstances, the provost may suspend the above eligibility rules and award, deny, or revoke a faculty member's emeritus status with a written notification to the faculty member stating the reasons for the decision and notifying them of the ability to appeal. A faculty member may appeal this decision to the Faculty Senate Chair, Faculty Senate Vice Chair, and Faculty Secretary, where the provost's decision must be upheld by a unanimous vote in order to be enacted. Examples of exceptional circumstances include the reasons outlined in FSH 3910 A-1.
3. A list of emeriti is maintained by the Provost's office.
4. Emeriti are responsible for updating contact information with the university.

E-4. PRIVILEGES.

- a. **Access.** Emeriti continue to have access to research, library, and other UI facilities.
- b. **Participation.** UI encourages the voluntary continued participation of emeriti in the activities of the academic community. Emeriti may take an active role in the service and committee functions of their department, college, and the university as described in FSH 1520 II.2. Other activities are subject to approval by the provost.
- c. **Title.** Emeriti may use the title “professor emeritus/emerita,” “research professor emeritus/emerita,” or “extension professor emeritus/emerita,” as applicable. A faculty member without such rank has the designation “emeritus” or “emerita,” as applicable, added to the administrative or service title held at the time of retirement.
- d. **Mail.** Departmental mailboxes continue to be available to emeriti who reside locally. Emeriti who have departmental mailboxes receive full distribution of departmental notices unless otherwise requested.
- e. **Office supplies.** Office supplies are available under regular departmental procedures.
- f. **Postage.** Departmental postage may be used for professional mail.
- g. **Parking.** Emeriti receive one non-transferable gold parking permit annually.
- h. **Discount programs.** Emeriti receive any discounts available to other faculty members through various UI programs.
- i. **Functions.** Emeriti are invited to the same university, college, and departmental functions as active faculty.
- j. **Travel funding.** Travel funding may be used to support professional activities of emeriti in service to the university (e.g. guest lectures, research design, consultation, etc.). Emeriti may have a lower priority for travel funding than active faculty and such funding is at the discretion of the unit administrator or dean.
- k. **Office/lab space.** Offices and labs for emeriti are provided on a space-available basis as determined by the unit administrator or dean, giving higher priority to active faculty and unit needs. Office and lab space allocations to emeriti may be revoked upon 60 days’ notice.
- l. **Information technology services.** Emeriti who elect to maintain an active computing account will retain access to services provided by Information Technology Services (ITS) including electronic communications (e.g., email, instant messaging, etc.), technical support, and offered software.

E-5. EMPLOYMENT OPPORTUNITIES.

- a. Emeriti may hold a temporary or permanent part-time position (0.49 FTE or less) subject to regular employment procedures. It is the responsibility of emeriti to consult with HR regarding impact to benefits.
- b. Emeriti shall not serve as supervisors of other employees unless they hold a position as outlined in E-5-a herein.

F. ASSOCIATED FACULTY: Associated faculty members (see FSH 1520 II-3) have access to the library and other UI facilities. Reimbursement for travel or for services to UI is at the unit’s discretion. They are not eligible for sabbatical leave.

F-1. AFFILIATE FACULTY:

a. **General.** The affiliate faculty consists of professional personnel who serve academic departments in a supporting capacity. Appointment to affiliate-faculty status constitutes a recognition of the appointee’s scholarly contributions and professional accomplishments, confers responsibilities and privileges as stated in subsection d below, and authorizes assignment of service functions as described in subsection d-2 below. It is also a means of encouraging greater cooperation between and among academic departments and other units. An affiliate faculty member holds a non-tenure-track faculty status in an appropriate academic discipline.

b. **Employment Status.** An affiliate faculty member may, by virtue of his or her employment, have either one of the following relationships with UI: (1) that of a UI employee, normally an exempt employee, who is [a] a member of the faculty or staff of a unit of the university other than the one in which he or she has affiliate-faculty status, or [b] a member of the professional support staff of the same unit of the university in which he or she has affiliate-faculty status; (2) that of an employee of a governmental or private agency who is assigned

by that agency to a UI unit or to one of the agency's units or programs that is officially associated with the university.

c. Distinction between Affiliate and Adjunct Faculties. Members of the affiliate faculty have a more direct relationship with UI than do members of the adjunct faculty [see 1565 F-2]. Members of the adjunct faculty are not UI employees. An adjunct faculty member's primary employment is with a unit or program that is not officially associated with UI. Thus, the relationship of a member of this faculty category to UI is essentially that of a collaborator with a UI unit, program, or faculty member. An affiliate faculty member, in contrast, has a primary employment responsibility in a UI unit or in a non-UI unit that is officially associated with UI. In addition, he or she has a secondary relationship to another unit in a supporting role, or has a secondary relationship to the academic program in the same unit in which he or she has a primary employment responsibility. These latter relationships are the kind that are recognized by the affiliate faculty membership.

d. Responsibilities, Privileges, and Rights. The guarantees afforded by the principle of academic freedom [see FSH 4000] are extended to members of the affiliate faculty. They have substantially the same responsibilities and privileges as do members of the university faculty; however, their right to vote in meetings of their constituent faculties is limited in accordance with the provisions of 1520 II-3-b. (Those who, in addition to their affiliate-faculty status, have status as members of the university faculty [e.g., psychologists in the Counseling and Testing Center and regular faculty members in other academic departments] have, of course, full rights of participation in meetings of the university faculty and of the constituent faculties to which they belong.)

Affiliate faculty members perform administrative, analytical, and research functions that complement UI's mission in teaching, research, and service.

1. Affiliate faculty members, as such, do not normally have teaching as a primary or major responsibility; however, with the approval of academic departments, they may teach classes, advise students on their academic or professional programs, participate in research projects, serve on graduate students' supervisory committees (with approval by the dean of graduate studies), or act as expert advisers to faculty members or groups.

2. The nature and extent of the services to be rendered are determined jointly by the affiliate faculty member, his or her immediate supervisor, and the departmental administrator(s) concerned.

3. Affiliate faculty qualify for the faculty-staff educational privilege [see 3740]

e. Qualifications. Assignment to an affiliate faculty position is based on demonstrating knowledge and experience, academic degrees, scholarly contributions, or other professional accomplishments comparable to what is expected of faculty within that unit.

f. Appointment.

1. Appointments to the affiliate faculty may be made at any time. They are reviewed by the dean of the college before publication of each issue of the *General Catalog*. No appointment should be continued unless the affiliate faculty member remains in UI employment or continues in his or her assignment to an entity that is officially associated with the university.

2. A recommendation for appointment to the affiliate faculty normally originates in the appropriate academic department and requires the concurrence of the nominee's immediate supervisor and the faculty of the appointing department. The appointment must be approved by the dean of the college, the president, and the regents.

3. An appointment, termination, or other change in affiliate-faculty status is made official by means of a "Personnel Action" form.

UI FACULTY-STAFF HANDBOOK

Chapter I: HISTORY, MISSION, GENERAL ORGANIZATION, AND GOVERNANCE

Section 1565: Academic Ranks and Responsibilities

F-2. ADJUNCT FACULTY:

a. General. The adjunct faculty includes highly qualified persons who are not employed by UI but are closely associated with its programs. [For the distinction between the affiliate and the adjunct faculty categories, see 1565 F-1-c.]

b. Responsibilities. Members of the adjunct faculty have the same academic freedom and responsibility as do members of the university faculty; however, their right to vote in meetings of the university faculty and of their constituent faculties is limited in accordance with the provisions of 1520 II-3-b. Adjunct faculty members may be assigned to advise students on their academic or professional programs at any level; to work in cooperative research projects; to serve on committees, including graduate students' supervisory committees (with approval by the College of Graduate Studies); to act as expert advisers to faculty members or groups; and to teach courses in their branch of learning.

c. Qualifications. Adjunct faculty members must be highly qualified in their fields of specialization and should have exhibited positive interest in UI programs in the field of their appointment. Their qualifications should ordinarily be equivalent to those required of regular members of the faculty in the area and at the level of the adjunct faculty member's responsibility.

d. Adjunct faculty do not qualify for the faculty-staff educational privilege. (see 3740)

e. Appointment.

1. Appointments to the adjunct faculty may be made at any time. b. Appointments are for an indefinite period, but are to be reviewed by the dean of the college before publication of each issue of the *General Catalog*. No appointments should be continued unless the adjunct faculty member is actively engaged in the responsibilities for which he or she was appointed.

2. Recommendations for appointment to the adjunct faculty are normally developed at the departmental level and have the concurrence of the departmental faculty. For interdisciplinary degree programs, adjunct faculty may also be assigned responsibilities with respect to the degree programs with approval of the program faculty and of the program director. Appointments must be approved by the dean of the college, the provost, the president, and the regents.

3. Before formal appointment procedures are begun, the prospective adjunct faculty member must agree to serve under the provisions herein described. When necessary, the consent of the nominee's employer, if any, will be requested and recorded.

4. Appointment information is recorded on the regular "Personnel Action" form.

5. The appointment of adjunct faculty members to graduate students' supervisory committees requires approval by the dean of the College of Graduate Studies.

G. TEMPORARY FACULTY: Temporary faculty have access to the library and other UI facilities. Reimbursement for travel or for services to UI is at the unit's discretion. They are not eligible for sabbatical leave.

G-1. LECTURER. A teaching title that carries no specific connotation of rank among the professorial titles. This title is conferred on one who has special capabilities or a special instructional role. Lecturers are neither tenurable nor expected to progress through the professorial ranks.

G-2. VISITING FACULTY. A designation that indicates that the appointee holds a regular teaching or research position at another institution. A visiting appointee who does not hold a professorial rank elsewhere shall be subject to the requirements for lecturers to qualify for voting rights.

G-3. ACTING. Persons who are judged competent to perform particular duties may be appointed for temporary service as acting members of the faculty. An acting appointment may also be used to establish a probationary period for an initial appointment of a person who, while being considered for a regular position on the faculty, is completing the required credentials for a permanent appointment. Persons on acting status are not voting members of the university faculty or of constituent faculties.

G-4. ASSOCIATE. A title for a nonstudent with limited credentials who is assigned to a specialized teaching, research, or outreach position. Associates are exempt staff and are not members of the university faculty or of constituent faculties.

H. NON-FACULTY: Those within this category are not members of the faculty.

H-1. POSTDOCTORAL FELLOW. Postdoctoral fellows are persons who hold the doctoral degree or its equivalent at the time of their appointment and are continuing their career preparation by engaging in research or scholarly activity. Postdoctoral fellows are special exempt employees in the category of “temporary or special” (FSH 3080 D-2 a) employees recognized by the regents. [See also 3710 B-1.b.]

H-2. GRADUATE STUDENT APPOINTEES: The general nature of the following graduate assistantships is defined as an apprenticeship experience that consists of a work obligation partnered with educational and developmental activities, all of which are integrated with the graduate degree program of the student. All graduate assistants must be individually mentored by a faculty advisor and may receive additional mentoring from other faculty and/or staff on or off campus. All graduate assistant positions (H-2. a, b, c) are limited to twenty hours per week of work. All graduate student appointees must be academically qualified and registered. [See also 3080 D-2-a.]

a. Graduate Teaching Assistant. Graduate Teaching Assistants perform duties related to the instructional efforts of the unit in which they are employed under the supervision of a member of the university faculty, associated faculty, or temporary faculty (see FSH 1565 D, F, and G). These duties, which must be associated with academic credit instruction and constitute at least 50 percent of a Graduate Teaching Assistant’s effort, may include, but not be limited to: primary teaching responsibilities; grading assignments; assisting with the delivery of instruction through technology; and providing other assistance related to instruction.

b. Graduate Research Assistant. Graduate Research Assistants develop competence in performing professional-level work in support of research, scholarship, or creative activity. These positions can only have duties within the scope of work permitted by the funding source.

c. Graduate Support Assistant. Graduate Support Assistants perform a wide range of duties and can have varying responsibilities in academic and non-academic campus departments and programs. The specific duties depend on the needs of the office or project and on the qualifications and experiences of the Graduate Support Assistant. Graduate Support Assistants may provide academic and/or non-academic instruction, and/or assist with research, or provide other support functions. The duties must be directly related to the Graduate Support Assistant’s program of study. The College of Graduate Studies shall periodically publish standards governing the permissible scope of Graduate Support Assistant appointments on its website.

I. QUALIFICATIONS OF NONFACULTY MEMBERS FOR TEACHING UI COURSES. Persons who are not members of the university faculty but are selected to teach UI courses offered for university-level credit (including continuing-education courses and those offered by correspondence study) are required to have scholarly and professional qualifications equivalent to those required of faculty members.

Version History

Amended January 2024. Changes made to G-1 Lecturer and G-2 Visiting Faculty to align with revised FSH 1520. Revised D-8 University Distinguished Professor to make Extension faculty eligible and C-2 to clarify how advising is credited for evaluative purposes.

Amended July 2022. Revised and clarified section C-1.a. to expand and clarify the evidence that may be used in evaluating teaching effectiveness.

Amended July 2021. Editorial changes.

Amended July 2020. The policy on emeritus status was extensively revised to provide greater clarity, ensure conformity with labor law, and add the ability to revoke emeritus status in exceptional circumstances. Section D-5 Librarian was revised to provide more flexibility in recruiting efforts.

Amended January 2020. The policy on office hours was moved from FSH 3240 to C-1.c. Changes were made to sections C-1 and C-3 to ensure that faculty efforts in the areas of teaching, advising, and outreach and extension are properly credited.

Amended July 2018. A new category for graduate support assistants was added to address needs that are not covered under the role of a typical teaching or research assistant position.

Amended July 2014. The cap on non-tenure track faculty appointments in a unit was adjusted and promotion processes clarified and revised.

Amended January 2014. The time necessary to qualify for emeritus status was redefined.

Amended July 2013. Definitions for research and teaching assistants were more clearly defined.

Amended July 2012. Edits were made to the Distinguished Professor under D-8 and to the qualifications for Emeritus status and a search waiver under E.

Amended July 2011. Voting for associated faculty was clarified and Clinical Faculty under “G. Temporary Faculty” moved to “D. University Faculty” as D-9 and was revised.

Amended July 2010. The affiliate and adjunct terms were switched to conform to national norms and the rank of Distinguished Professor was added.

Amended January 2010. Changes to the faculty position description and evaluation forms integrating faculty interdisciplinary activities into the evaluation processes were incorporated into this policy. Ranks for Associated Faculty in F were removed because the promotion process as detailed in 3560 for faculty ranks was deemed excessive for associated faculty. Those currently holding a specific rank in adjunct or affiliate will retain that privilege.

Amended July 2008. The policy was reorganized to better reflect classifications as stated in FSH 1520 Article II.

Amended July 2006. Substantial revisions were made to Section A.

Amended July 2001. Section J-1, voting rights for lecturers, was changed.

Amended July 2000. Revisions were made to C-1, D-1, and E-1.

Amended 1998. Extensive revisions were made to B (entirely new), C, D, and E.

Amended July 1998. Section A underwent additional substantial revision.

Amended July 1996. The definitions of ‘postdoctoral fellow’ (J-5), ‘graduate assistant’ (K-3) and ‘research fellow’ (K-4) were revised.

Amended July 1994. Section A was substantially revised, so as to underline better the importance of both teaching and scholarship. The so-called “Voxman Amendment” (the addition of ‘in the classroom and laboratory’ to the list of possible venues wherein the evaluation of scholarship might take place) made its first appearance.

Amended 1987. The material in section I was added.

Adopted 1979.

FACULTY-STAFF HANDBOOK

CHAPTER ONE:

HISTORY, MISSION, GENERAL ORGANIZATION, AND GOVERNANCE

1565
ACADEMIC RANKS AND RESPONSIBILITIES

OWNER

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A. INTRODUCTION.

A-1. The principal functions of a university are the preservation, advancement, synthesis, application, and transmission of knowledge. Its chief instrument for performing these functions is its faculty, and its success in doing so depends largely on the quality of its faculty. The University of Idaho, therefore, strives to recruit and retain distinguished faculty members with outstanding qualifications.

In order to carry out its functions and to serve most effectively its students and the public, the university supports the diversification of faculty roles. Such diversification ensures an optimal use of the university's faculty talents and resources.

Diversification is achieved through developing a wide range of faculty position descriptions that allow the faculty to meet the varying responsibilities placed upon the institution, both internally and externally. No more than 25 percent, or a lower limit as defined by the department or similar unit's by-laws, of the faculty positions in any department or similar unit may be held by instructors, senior instructors, and lecturers who have voting privileges under FSH 1520 II, Section 1. While the capabilities and interests of the individual faculty members are to be taken into account, it is essential that individual faculty position descriptions are consonant with carrying out the roles and mission of the university, the college, and the unit. Annual position descriptions are developed by the unit head in consultation with the unit faculty and with the incumbent or new faculty member. In each college, all position descriptions are subject to the approval of the dean and must be signed by both unit head and faculty member. If the faculty member, unit head, and dean are unable to reach agreement on the position description, the faculty member may appeal the unit head's decision to the Faculty Appeals Hearing Board [FSH [3840](#)].

As indicated in Section 3320 A-1, faculty performance evaluations that are used for yearly, third-year and periodic reviews as well as for promotion, tenure, and post-tenure decisions are to be based on faculty members' annual position descriptions (FSH 3050). Each unit will develop substantive criteria in its bylaws for promotion and review of its faculty

Faculty members shall conduct themselves in a civil and professional manner (see FSH ~~3160~~ [4000](#) and 3170).

B. DEFINITIONS:

B-1. Advancement: focuses on fostering relationships, building partnerships, creating awareness and generating

support with alumni, donors, leaders, business partners, legislators and the community for the university's mission in academics, scholarship and outreach (see the office of University Advancement at <http://www.uidaho.edu/givetoidaho/meetourpeople/universityadvancementvpoffice.aspx>).

B-2. Cooperative education: a structured educational strategy that blends classroom studies with learning through productive work experiences. It provides progressive experiences for integrating theory and practice. Co-op education (including internships and externships) is a partnership between students, educational institutions and employers, with specified responsibilities for each party.

B-3. Distance education: the process through which learning occurs when teachers, students, and support services are separated by physical distance. Technology, sometimes in tandem with face-to-face communication, is used to bridge the distance gap.

B-4. Extension Service: Extension is an outreach activity that generally involves non-formal educational programs that transfer knowledge from the university to help improve people's lives through research in areas like agriculture and food, environment and natural resources, families and youth, health and nutrition, and community and economic development.

B-5. Extramural Professional Service: refers to activities that extend service beyond the university and can include elements of service, outreach, scholarship, and/or teaching.

B-6. Interdisciplinary: "an activity that involves teams or individuals that integrates information, data, techniques, tools, perspectives, concepts, and/or theories from two or more disciplines or bodies of specialized knowledge to advance fundamental understanding or to solve problems whose solutions are beyond the scope of a single discipline or field of research practice."¹

B-7. Professional Development: a learning process that expands the capacity of the faculty member to advance in the responsibilities as defined in his/her position description and aligns with the university's goals. Examples include but are not limited to participation in conferences, continuing professional education (including credit and noncredit courses) and other activities that enhance a faculty member's expertise and ability.

B-8. Service learning: an activity that integrates student learning with service and civic engagement to meet real community needs and achieve learning outcomes. Service-learning can be used in curricular settings (i.e. academic courses) or co-curricular settings, (e.g. ASUI's volunteer/civic engagement programs).

B-9. Technology transfer: a process through which knowledge, technical information, and products developed through various kinds of scientific, business, and engineering research are provided to potential users. Technology transfer encourages and accelerates testing and using new knowledge, information and products. The benefit of technology transfer may occur either at the community (public) or firm (private) level.

B-10. Unit Administration: includes assisting higher administration in the assignment and in the evaluation of the services of each member of the unit's faculty and staff; promoting effective leadership of personnel and management of unit resources; providing leadership in the development and implementation of unit plans; providing for open communication with faculty and staff; fostering excellence in teaching, scholarship and outreach for faculty, students, and staff in the unit; effectively representing all constituents of the unit; and continuing personal professional development in areas of leadership.

C. RESPONSIBILITY AREAS: Faculty members are expected to contribute in each of the four major responsibility areas (C-1 through C-4 below). Expectations are more specifically defined in the individual position description and are consistent with unit by-laws. Each responsibility area may include activities in advancement, extramural professional service, interdisciplinary, and/or professional development.[†]

C-1. TEACHING AND ADVISING: The university's goal is to engage students in a transformational experience of discovery, understanding and global citizenship. Faculty achieve this goal through effective instructing, advising

¹ National Academy of Science

and/or mentoring of students.⁷

a. Teaching: Effective teaching is the foundation for both the advancement and transmission of knowledge. The educational function of the university requires the appointment of faculty members devoted to effective teaching. Teaching may take many different forms and any instruction must be judged according to its central purposes. Active participation in the assessment of learning outcomes is expected of all faculty at the course, program, and university-wide levels. Individual colleges and units have the responsibility to determine appropriate teaching loads for faculty position descriptions. Teaching appointments must be reflected by hours and level of effort spent in teaching activity, and justified in position descriptions. Any adjustments to a teaching appointment (e.g. teaching unusually large classes, team-teaching, teaching studios or laboratories, intensive graduate or undergraduate student mentoring, technology-enhanced teaching, and others) must be documented in the position description.

Evidence of teaching effectiveness shall include student feedback on teaching, and may include course design reviews, teaching observations, self-assessment, learning outcome assessment data, teaching recognition and awards, mid-term formative feedback on instruction (FSH 2700 B-6), or other documentation of effective teaching. Additional information about evidence of teaching effectiveness can be found through the Provost's Office.

b. Advising: For the purposes of this section, advising includes mentoring and student retention activities. These activities are an important faculty responsibility and a key function of academic citizenship, and may include: (1) overseeing course selection and scheduling; (2) seeking solutions to conflicts and academic problems; (3) working with students to develop career goals and identify employment opportunities; (4) making students aware of programs and sources for identifying employment opportunities, (5) facilitating undergraduate and graduate student participation in professional activities (e.g. conferences, workshops, demonstrations, applied research); and (6) serving as a faculty advisor to student organizations or clubs. Advising also includes attendance at sessions (e.g. workshops, training courses) sponsored by the university, college, unit, or professional organizations to enhance a faculty member's capacity to advise.

Effective advising performance may be documented by: (1) the evaluation of peers or other professionals in the unit or college; (2) undergraduate or graduate student advisees' evaluations; (3) level of activity and accomplishment of the student organization advised; (4) evaluations of persons being mentored by the candidate; (5) number of undergraduate and graduate students guided to completion; and (6) receiving awards for advising, especially those involving peer evaluation.

C-2. SCHOLARSHIP AND CREATIVE ACTIVITIES: Scholarship is creative intellectual work that is communicated and validated. The creative function of a university requires the appointment of faculty members devoted to scholarship and creative activities. The university promotes an environment that increases faculty engagement in interdisciplinary scholarship. The university's Carnegie designation as "research university high" fosters an emphasis on scholarly and creative activities.

Scholarship and creative activities take diverse forms and are characterized by originality and critical thought. Both must be validated through internal and external peer review or critique and disseminated in ways having a significant impact on the university community and/or publics beyond the university. Both are ongoing obligations of all members of the faculty.

The basic role of a faculty member at the University of Idaho is to demonstrate and validate continuing sound and effective scholarship in the areas of teaching and learning, artistic creativity, discovery, integration, and outreach/application/engagement. While these areas may overlap, these distinctions are made for purposes of defining position descriptions and for developing performance standards. Units and colleges shall adopt criteria for the evaluation of scholarship and creative activities. Undergraduate and graduate students advised may be credited to scholarship and creative activity or to teaching and advising for evaluative purposes, but not to both. Demonstrated excellence that is focused in only one of these scholarship and creative activity areas is acceptable if it is validated and judged to be in the best interests of the institution and the individual faculty member.

a. Scholarship in Teaching and Learning: can involve classroom action research (site-specific pedagogy),

qualitative or quantitative research, case studies, experimental design and other forms of teaching and learning research. It consists of the development, careful study, and validated communication of new teaching or curricular discoveries, observations, applications and integrated knowledge and continued scholarly growth. Evidence that demonstrates this form of scholarship might include: publications and/or professional presentations of a pedagogical nature; publication of textbooks, laboratory manuals, or educational software; advancing educational technology; presentation in workshops related to teaching and learning; development and dissemination of new curricula and other teaching materials to peers; and individual and/or collective efforts in securing and carrying out education grants.

The validation of scholarship in the area of teaching and learning is based in large measure on evaluation by the faculty member's peers both at the University and at other institutions of higher learning.

b. Scholarship in Artistic Creativity: involves validated communication and may be demonstrated by significant achievement in an art related to a faculty member's work, such as musical composition, artistic performance, creative writing, mass media activity, or original design.

The validation of scholarship in the area of artistic creativity is based in large part on the impact that the activity has on the discipline and/or related fields as determined by the peer review process. Many modes of dissemination are possible depending on the character of the art form or discipline. For example, a published novel or book chapter for an anthology or edited volume or similar creative work is regarded as scholarship. Each mode of dissemination has its own form of peer review that may include academic colleagues, practitioner or performance colleagues, editorial boards, and exhibition, performance, or competition juries.

c. Scholarship in Discovery: involves the generation and interpretation of new knowledge through individual or collaborative research. It may include: novel and innovative discovery; analyzing and synthesizing new and existing knowledge and/or research to develop new interpretations and new understanding; research of a basic or applied nature; individual and collaborative effort in securing and carrying out grants and research projects; membership on boards and commissions devoted to inquiry; and scholarly activities that support the mission of university research centers.

Evidence of scholarship in this area may include: publication of papers in refereed and peer reviewed journals; published books and chapters; published law reviews; citation of a faculty member's work by other professionals in the field; published reviews and commentary about a faculty member's work; invited presentations at professional meetings; seminar, symposia, and professional meeting papers and presentations; direction and contribution to originality and novelty in graduate student theses and dissertations; direction and contribution to undergraduate student research; awards, scholarships, or fellowships recognizing an achievement, body of work, or career potential based on prior work; appointment to editorial boards; and significant scholarly contributions to university research centers. The validation of scholarship in the area of discovery is based on evaluation by other professionals in the faculty member's discipline or sub-discipline.

d. Scholarship of Integration: often interdisciplinary and at the borders of converging fields, is the serious, disciplined work that seeks to synthesize, interpret, contextualize, critically review, and bring new insights into, the larger intellectual patterns of the original research. Similar to the scholarship of discovery, the scholarship of integration can also seek to investigate, consolidate, and synthesize new knowledge as it integrates the original work into a broader context. It often, but not necessarily, involves a team or teams of scholars from different backgrounds working together, and it can often be characterized by a multidisciplinary or interdisciplinary investigative approach. The consolidation of knowledge offered by the scholarship of integration has great value in advancing understanding and isolating unknowns. Beyond the differences, the scholarship of integration can include many of the activities of scholarship of discovery and thus may be rigorously demonstrated and validated in a similar manner.

e. Scholarship of Outreach/Application/Engagement: These activities apply faculty members' knowledge and expertise to issues that impact individuals, communities, businesses, government, or the environment. Examples may include economic development, environmental sustainability, stimulation of entrepreneurial activity, integration of arts and sciences into people's lives, enhancement of human well being, and resolution

of societal problems. Like other forms of scholarship and creative activities, the scholarship of outreach/application/engagement involves active communication and validation. Examples of validation may include (but are not limited to): peer reviewed or refereed publications and presentations; patents, copyrights, or commercial licensing; adoption or citation of techniques as standards of practice; invited presentation at a seminar, symposium or professional meeting; and citations of the faculty member's work.

C-3. OUTREACH and EXTENSION: Outreach activities are originated by every unit on UI's Moscow campus and from each of the University's physical locations around the state.

Outreach includes a wide variety of activities including, but not limited to, (a) extension (see 1565 B); (b) teaching, training, certification, and other dissemination of information to the general public, practitioner, and specialty audiences; (c) volunteer development and establishment/maintenance of relationships with private and public organizations; (d) unpaid extramural consultation and other professional services to individuals, organizations, and communities; and (e) undergraduate and graduate student recruiting activities. Delivery mechanisms include distance education, service learning, cooperative education, technology transfer, noncredit courses, workshops, presentations, and publications. Most of the examples provided, such as distance education, are not exclusively outreach. Instead, they lie at the intersection of outreach and teaching or research. Likewise, professional services may be associated with teaching, scholarship, or university service and leadership. A faculty member's position description specifies where his or her activities will be counted.

Evidence of effective outreach activities may include, but are not limited to, (1) documentation of the process by which needs were identified and what steps were taken to deliver carefully planned and implemented programs; (2) numbers of individuals and types of audiences affected; (3) evaluation by participants in outreach activities; (4) other measures of significance to the discipline/profession, state, nation, region and/or world; (5) quantity and quality of outreach publications and other mass-media outlets; (6) evaluation of the program's effects on participants and stakeholders; (7) awards, particularly those involving peer evaluation; (8) letters of commendation from individuals within organizations to whom service was provided; (9) service in a leadership role of a professional or scientific organization as an officer or other significant position; and (10) other evidence of professional service oriented projects/outputs.

C-4. UNIVERSITY SERVICE AND LEADERSHIP: The university seeks to create formal and informal organizational structures, policies, and processes that enable the university community to be effective, while also fostering a climate of participatory decision making and mutual respect.

a. Intramural service is an essential component of the University of Idaho mission and is the responsibility of faculty members in all units. Service by members of the faculty to the university in their special capacities as scholars should be a part of both the position description and annual performance review.

Within the university, intramural service includes participation in unit, college, and university committees, and any involvement in aspects of university governance and academic citizenship. University, college, and unit committee leadership roles are seen as more demanding than those of a committee member or just regularly attending faculty meetings. Because faculty members play an important role in the governance of the university and in the formulation of its policies, recognition should be given to faculty members who participate effectively in faculty and university governance. Intramural service can include clinical service, routine support, and application of specialized skills or interpretations, and expert consultancies. The beneficiaries of these forms of service can be colleagues and co-workers.

Effective performance in intramural service may be documented by a variety of means. Examples include: (1) letters of support from university clientele to whom your service was provided; (2) serving as a member or chairperson of university, college, or unit committees; and (3) receiving University service awards, especially those involving peer evaluation.

b. Administration:

(1) Unit Administration (see FSH 1565 B): FSH 1420 E describes the responsibilities and the selection

and review procedures for unit administrators. Unit administration is not normally considered in tenure and promotion deliberations; it is accounted for insofar as expectations are proportionally adjusted in the other sections of the position description. For faculty in nonacademic units (e.g. faculty at large), administration may be considered in tenure and promotion deliberations.

(2) Other: Effective conduct of university programs requires administrative activities that support scholarship, outreach and teaching. Program support activities are to be noted in position descriptions and performance reviews. The role of the principal or co-investigator of a university program or project may include the following administrative responsibilities: (1) budgetary and contract management; (2) compliance with University purchasing and accounting standards; (3) supervision and annual review of support personnel; (4) purchasing and inventory management of goods; (5) graduate student and program personnel recruitment, training in University procedures/policies, and annual review; (6) collaborator coordination and communication; (7) management of proper hazardous waste disposal; (8) laboratory safety management; (9) authorization and management of proper research animal care and use; (10) authorization and management of human subjects in research; (11) funding agency reporting; (12) intellectual property reporting; and (13) compliance with local, state, and federal regulation as well as University research policy.

Demonstration of effective administration may be documented by a variety of means. Examples include: (1) compliance with applicable rules, standards, policies, and regulations; (2) successful initiation, conduct and closeout of research contracts and grants as evidenced by timely reporting and budget management; (3) completion of the research contract or proposal scope-of-work; organized program operations including personnel and property management. Documentation of effective university program operation, beyond scholarship, may also include input by graduate and undergraduate students participating in the university program; and input by collaborators, cooperators, funding agency and beneficiaries of the program. Documentation of effective administration may include evaluations by faculty and staff, as well as objective measures of performance under the incumbent's leadership.

D. UNIVERSITY FACULTY (FSH 1520 Article II):

D-1. INSTRUCTOR: Instructors may be appointed for the purpose of performing practicum, laboratory, or classroom teaching. Appointment to instructor constitutes a recognition of the appointee's scholarly contributions and professional accomplishments, and confers responsibilities and privileges as stated below. To avoid confusion over university faculty (those who have voting rights per FSH 1520 II, Section 1) the title of Instructor shall not be used in any other university position.

a. Instructor. Appointment to this rank requires proof of advanced study in the field in which the instructor will teach, the promise of teaching effectiveness, and satisfactory recommendations. Instructors have charge of instruction in assigned classes or laboratory sections under the general supervision of the departmental administrator. When they are engaged in teaching classes with multiple sections, the objectives, content, and teaching methods of the courses will normally be established by senior members of the faculty or by departmental committees. Instructors are expected to assist in the general work of the department and to make suggestions for innovations and improvements.

b. Senior Instructor. Appointment to this rank requires qualifications that correspond to those for the rank of instructor and evidence of outstanding teaching ability. Instructors are promotable to senior instructor. Effective teaching is the primary responsibility of anyone holding this rank and this primary responsibility is weighted accordingly in the annual performance evaluation and when a senior instructor is being considered for tenure. Except in very rare instances, this rank is considered terminal (i.e., it does not lead to promotion to the professorial ranks and there is no limitation on the number of reappointments). Prospective appointees to the rank of senior instructor must be fully informed of its terminal nature.

D-2. FACULTY:

a. Assistant Professor. Appointment to this rank normally requires the doctorate or appropriate terminal

degree. In some situations, however, persons in the final stages of completing doctoral dissertations or with outstanding talents or experience may be appointed to this rank. Evidence of potential effective teaching and potential scholarship in teaching and learning, artistic creativity, discovery, and outreach/application/engagement is a prerequisite to appointment to the rank of assistant professor. Appointees in this rank have charge of instruction in assigned classes or laboratories and independent or shared responsibility in the determination of course objectives, methods of teaching, and the subject matter to be covered. Assistant professors are expected to demonstrate the ability to conduct and direct scholarly activities, and to provide intramural and extramural professional service. [1565 C]

b. Associate Professor. Appointment or promotion to this rank normally requires the doctorate or appropriate terminal degree. In some situations, however, persons with outstanding talents or experience may be appointed or promoted to this rank. Associate professors must have demonstrated maturity and conclusive evidence of having fulfilled the requirements and expectations of the position description. An appointee to this rank will have demonstrated effective teaching or the potential for effective teaching, the ability to conduct and direct scholarly activities in his or her special field, and provide service to the university and/or his or her profession. Evidence of this ability includes quality publications or manuscripts of publishable merit; and/or unusually productive scholarship in teaching and learning; and/or significant artistic creativity; and/or major contributions to the scholarship of outreach/application/engagement. Associate professors generally have the same responsibilities as those of assistant professors, except that they are expected to play more significant roles in initiating, conducting, and directing scholarly activities, and in providing intramural and extramural professional service. [1565 C]

c. Professor. Appointment or promotion to this rank normally requires the doctorate or appropriate terminal degree. A professor should have intellectual and academic maturity, demonstrated effective teaching or the potential for effective teaching and the ability to organize, carry out, and direct significant scholarship in his or her major field. A professor will have made major scholarly contributions to his or her field as evidenced by several quality publications and/or highly productive scholarship in one or more of the areas of teaching and learning, discovery, artistic creativity, and outreach/application/ engagement. Professors have charge of courses and supervise research, and are expected to play a major role of leadership in the development of academic policy, and in providing intramural and extramural professional service. [1565 C]

D-3. RESEARCH FACULTY:

a. Assistant, Associate and Professor. Appointment to these ranks requires qualifications, except for teaching effectiveness, that correspond to their respective ranks as for faculty in D-2 above.

D-4. EXTENSION FACULTY:

a. Extension Faculty with Rank of Instructor. Appointment to this rank requires: sound educational background and experience for the specific position; satisfactory standard of scholarship; personal qualities that will contribute to success in an extension role; evidence of a potential for leadership, informal instruction, and the development of harmonious relations with others.

b. Extension Faculty with Rank of Assistant Professor. Appointment to this rank requires a master's degree along with the qualifications of extension faculty with rank of instructor and: demonstrated leadership ability in motivating people to analyze and solve their own problems and those of their communities; evidence of competence to plan and conduct an extension program; a record of effectiveness as an informal instructor and educational leader; proven ability in the field of responsibility; evidence of continued professional growth through study and participation in workshops or graduate training programs; acceptance of responsibility and participation in regional or national training conferences; membership in appropriate professional organizations, and scholarship in extension teaching or practical application of research; demonstrated ability to work in harmony with colleagues in the best interests of UI and of the people it serves.

c. Extension Faculty with Rank of Associate Professor. In addition to the qualifications required of extension faculty with rank of assistant professor, appointment or promotion to this rank requires: achievement of a higher degree of influence and leadership in the field; continued professional improvement demonstrated

by keeping up to date in subject matter, extension teaching methods, and organization procedures; progress toward an advanced degree if required in the position description; demonstrated further successful leadership in advancing extension educational programs; evidence of a high degree of insight into county and state problems of citizens and communities in which they live, and the contribution that education programs can make to their solution; an acceptance of greater responsibilities; a record of extension teaching or practical application of research resulting in publication or comparable productivity; a reputation among colleagues for stability, integrity, and capacity for further significant intellectual and professional achievement. These activities may occur in a domestic or international context.

d. Extension Faculty with Rank of Professor. In addition to the qualifications required of extension faculty with rank of associate professor, appointment or promotion to this rank requires: regional or national recognition in the special professional field or area of responsibility; a record of successful organization and direction of county, state, or national programs; an outstanding record of creative extension teaching or practical application of research resulting in significant publications or comparable scholarship; active membership and effective participation in professional committee assignments and other professional organization activities; demonstrated outstanding competence in the field of responsibility; achievement of full maturity as an effective informal teacher, wise counselor, leader of extension educational programs, and representative of the university. These activities may occur in a domestic or international context.

D-5. LIBRARIAN:

a. Librarian with Rank of Instructor. Appointment to this rank requires an advanced degree in library science from a library school accredited by the American Library Association or an equivalent terminal degree and relevant experience and: (a) evidence of potential for successful overall performance and for development as an academic librarian; (b) when required for specific positions (e.g., cataloger, assistant in a subject library), knowledge of one or more subject areas or pertinent successful experience in library work.

b. Librarian with Rank of Assistant Professor. Appointment to this rank requires the qualifications for librarian with rank of instructor and: (a) demonstrated ability, competence, and effectiveness in performing assigned supervisory-administrative, specialized public service, or technical service responsibilities; (b) demonstrated ability to establish and maintain harmonious working relationships with library colleagues and other members of the university community; (c) evidence of professional growth through study; creative activity; participation in workshops, conferences, seminars, etc.; participation in appropriate professional organizations; awareness of current developments in the profession and ability to apply them effectively in the area of responsibility; (d) service to the library, university, or community through committee work or equivalent activities.

c. Librarian with Rank of Associate Professor. Appointment or promotion to this rank requires the qualifications applicable to the lower ranks of librarians and: (a) acceptance of greater responsibilities, and conclusive evidence of success in the performance of them, e.g., bibliographical research performed in support of research activities of others; development of research collections; the preparation of internal administrative studies and reports; interpreting, and facilitating effective use of, the collections; effectively applying bibliographic techniques for organizing library collections; effective supervision of an administrative unit; (b) evidence of further professional growth, as demonstrated by keeping up to date in subject matter, methods, and procedures and by practical application of research resulting in significant improvement of library operations or in publication; effective participation in the work of appropriate professional organizations; and/or formal study, either in library science or in pertinent subject areas; (c) evaluation by colleagues as a person of demonstrated maturity, stability, and integrity, with the capacity for further significant intellectual and professional achievement. These activities may occur in a domestic or international context.

d. Librarian with Rank of Professor. Appointment or promotion to this rank requires the qualifications applicable to the lower ranks of librarians and: (a) demonstrated outstanding competence in the area of responsibility; (b) achievement of an outstanding record of creative librarianship, of effective administration, or of practical application of research resulting in significant publications or comparable productivity; (c) an additional degree in library science or in a pertinent subject area or equivalent achievement; (d) regional or

national recognition for contributions to the profession based on publications or active and effective participation in the activities of professional organizations; (e) evaluation by colleagues as an effective librarian who will continue to recognize that optimum productivity is a reasonable personal goal. These activities may occur in a domestic or international context.

D-6. PSYCHOLOGIST OR LICENSED PSYCHOLOGIST:

a. Psychologist with Rank of Instructor. Appointment to this rank requires: an advanced degree in counseling, counseling psychology, clinical psychology, or closely related field earned in a professional program accredited by the appropriate accrediting association; evidence of effective skills in counseling or therapy; and evidence of pursuit of a terminal degree.

b. Psychologist or Licensed Psychologist with Rank of Assistant Professor. Appointment to this rank requires the qualifications for psychologist with rank of instructor and: a doctoral or equivalent terminal degree; evidence of effective skills in counseling or therapy; awareness of current developments in the profession; and demonstrated potential for participation in appropriate professional organizations, service to the Counseling and Testing Center, the university, and the community through teaching, committee membership, or equivalent activities, and the development and execution of research projects or the development and execution of outreach services designed to benefit UI students.

c. Licensed Psychologist with Rank of Associate Professor. Appointment or promotion to this rank requires the qualifications applicable to the lower ranks of psychologists and: possession of a license as a psychologist in the state of Idaho; evidence of continued development of skills in counseling or therapy, as demonstrated by attendance at training workshops, personal study that leads to the presentation of workshops, classes, or seminars, or private study that leads to in-service training of personnel of the Counseling and Testing Center; evidence of continued professional development through service in professional organizations; evidence of effective teaching or training; completion of research that has resulted in quality publications or manuscripts of publishable merit, or the design and implementation of a continuing program in the Counseling and Testing Center that is of benefit to UI students and represents professional achievement of publishable merit; and continued service to the university and community through committee work or participation in community organizations. These activities may occur in a domestic or international context.

d. Licensed Psychologist with Rank of Professor. Appointment or promotion to this rank requires the qualifications applicable to the lower ranks of psychologists and: demonstration of outstanding competence in counseling or therapy; establishment of an outstanding record in research and publication or in development of continuing programs that contribute to the betterment of university students; continued professional improvement through private study, directed study, or attendance at workshops, conventions, etc.; regional or national recognition for contributions to the profession through publication, presentation of workshops, or active and effective participation in the activities of professional organizations; and recognition by colleagues as an effective psychologist who realizes that optimum productivity is a reasonable personal goal. These activities may occur in a domestic or international context.

D-7. OFFICER-EDUCATION: Appointment of persons to the faculties of the officer education programs was established for the purpose of ensuring the academic soundness of the programs. The dual role of these faculty members as military officers and academic instructors is recognized. The university expects the nominees to have demonstrated academic and intellectual capabilities and exemplary professional achievement. Specifically, UI expects:

a. Academic Preparation. It is desirable for officer education faculty members to have at least a master's degree. In his or her most recent education, the officer should have a superior academic record as demonstrated by such measures as high grade-point average in graduate school, being in the upper half of the class in graduate school, or superior graduate-level ability as attested in letters of recommendation from graduate-school professors.

b. Specialized Preparation. The officer must have significant education, experience, or formal preparation in

the subject areas in which he or she will teach.

c. Military Background and Preparation. A junior officer is expected to have had significant professional performance and experience. It is also desirable that the officer have some formal military education beyond commissioning. A senior officer should have broad experience with excellent performance. He or she is expected to have attended a junior or senior military college and to have made a distinguished record there.

d. Teaching. It is desirable for officers to have had some teaching experience. It is recognized that this is not always possible for junior officers. For such an officer, there should be some evidence that he or she will become a satisfactory teacher. Heads of officer education programs are expected to be experienced instructors.

e. Nominees who will pursue graduate studies at UI for one year before becoming an instructor will be given preliminary approval. In their last semester of full-time graduate enrollment, the service should submit the required information to the Officer Education Committee for regular, final approval. For preliminary approval, the officer should, in addition to the military requirement, show promise of being successful in graduate studies. This could be demonstrated by (a) a high score on the Graduate Record Examination, if taken, (b) full enrollment status as a graduate student at UI, (c) a high overall grade-point average in college (3.00 or above on a 4-point scale), (d) a high grade-point average in a major area, or (e) a good record in the final year of college and graduate-level ability as attested by letters of recommendation from college professors.

f. Appointment:

1. The following information is submitted by the nominee's service: (1) transcripts from undergraduate and graduate academic institutions; (2) transcripts or appropriate records from military schools and staff colleges; (3) at least three letters of recommendation from appropriate sources, such as former professors, military instructors, and supervisors or commanders. These letters should be concerned with matters such as the officer's civilian academic performance, military record and leadership ability, and actual or potential performance as a teacher. (Former supervisors or commanders could give their opinion based on the officer's demonstration of leadership ability and his or her experience as a training officer.); (4) a summary of the officer's duty assignments and military and teaching positions held; (5) copies of favorable communications from the officer's file.

2. The following is provided by the program unit concerned: (1) a description of the military schools attended and courses completed by the nominee; (2) a description of the positions held by the nominee; (3) an explanation of the appropriateness of the officer's experience and training to the courses he or she will teach.

3. Copies of the requested material are distributed by the local unit to the members of the Officer Education Committee at least 72 hours before the meeting at which the committee will consider the nominee. For appointments commencing in the fall, this information should normally be made available not later than the preceding May 1.

4. In the case of a person nominated to head an officer education program, UI may require a personal interview.

5. A minimum of two weeks, after receipt of all required information, is necessary for consideration of the nominee. UI notifies the nominee's service of its decision within one month.

D-8. UNIVERSITY DISTINGUISHED PROFESSOR: Acknowledgment of outstanding academic contributions to the university is appropriate and desirable. The rank of University Distinguished Professor² is bestowed upon University of Idaho faculty in recognition of sustained excellence in ~~teaching, scholarship³, outreach, and service~~all

² As a result of Development Fund efforts, endowment support eventually may be obtained for many University Distinguished Fellowships, in which case a donor's name may be added to the title.

³ ~~Scholarship in this context includes scholarship of discovery, scholarship of pedagogy, scholarship of application and~~

of their areas of responsibility. The rank will be held for the remainder of the recipient's active service at the University; if the recipient leaves the University and is eligible for emeritus status, the rank will change to University Distinguished Professor Emeritus. The rank is highly honorific and therefore will be conferred on no more than three faculty members university-wide in any given academic year. Selection of University Distinguished Professors will reflect the diversity of scholarly fields at the University. University Distinguished Faculty will receive a stipend of at least \$5,000 per year for five years to be used to enhance salary or support professional activities (e.g., professional travel, student support, equipment, materials and supplies, etc.). Final discretion in conferring the rank of Distinguished Professor and the number of appointments in a given year resides with the President.

a. Selection Criteria: In general, University Distinguished Professors will have received national and usually international recognition. They will have brought distinction to the University through their work.

University Distinguished Professors will have achieved a superior record in at least three of the following areas: scholarly, creative, and artistic achievement; breadth and depth of teaching; excellence in extension or outreach; and University service and service involving the application of scholarship, creative, or artistic activities to addressing the needs of one or more external publics.

University Distinguished Professorships will be conferred on members of the University of Idaho Faculty who have attained the rank of Professor and have completed a minimum of seven years of service at the University, typically at the rank of Professor.

b. Selection Process: University Distinguished Professorships will be awarded by the president upon recommendation of The University Distinguished Professorship Advisory Committee a standing committee composed of four faculty members and three deans. The committee members should reflect all dimensions of diversity in the university community. They will be appointed by the Provost to serve three-year terms on a staggered basis. Nominations will be made by Faculty Senate and the Academic Deans, in consultation with faculty and administrators of units. Committee members must be tenured professors who themselves have outstanding records of teaching, research and/or outreach in all of their areas of responsibility.

1. The Provost will request nominations from faculty, deans, directors and unit administrators annually.
2. Written nominations will be submitted to the Provost and must include:
 - a. A nominating letter with a brief summary of the candidate's achievements;
 - b. The candidate's *curriculum vitae*, including a list of any significant previous awards;
 - c. Letters of endorsement from the appropriate deans and unit administrators or director(s). The candidate may also include a maximum of three additional letters of support, as appropriate, from students, colleagues at the University of Idaho, ~~and~~ or other institutions. Letters should describe the impact of the nominee on her/his/their field, evidence of external recognition, and the context of her/his/their work over the course of her/his/their employment.
3. The University Distinguished Professorship Advisory Committee reviews the nominations and makes recommendations to the Provost for transmittal to the President.
4. Because the rank of University Distinguished Professorship is intended to be highly honorific, it is possible that in a given year no candidates will be selected.
5. The applications of nominees who are not selected in the first year of nomination will remain active for a total of three years. Nominators will have the opportunity to update their nomination during subsequent years in which their candidate is under consideration.

D-9. CLINICAL FACULTY: Clinical faculty may be appointed for the purpose of performing practicum, laboratory, or classroom teaching. Clinical faculty is a non-tenure track position. Clinical faculty positions are appropriate for professional disciplines having strong applied and/or clinical elements or those serving university units or academic departments in a supporting capacity. Appointment to clinical-faculty status constitutes a recognition of the appointee's scholarly contributions and professional accomplishments, and confers responsibilities and privileges as stated in a below. Clinical faculty members may be appointed and/or promoted to the ranks of clinical assistant professor, clinical associate professor or clinical full professor.

~~integration, and artistic creativity.~~

a. Responsibilities, Privileges, and Rights. A clinical faculty member has a primary employment responsibility in a UI unit. The relationship of a clinical faculty member to UI is essentially that of a collaborator with a UI unit, program, or faculty member. The guarantees afforded by the principle of academic freedom [see ~~3460~~FSH 4000] are extended to members of the clinical faculty. They have the same responsibilities and privileges as university faculty (FSH 1520 II 1)

Clinical faculty members perform administrative, analytical, and research functions that complement UI's mission in teaching, research, and service.

1. Clinical faculty members may have teaching as a primary or major responsibility; in addition, they may advise students on their academic or professional programs, participate in research projects, serve on graduate students' supervisory committees, engage in outreach and engagement activities, and act as expert advisers to faculty members or groups.
2. The nature and extent of the services to be rendered are determined jointly by the clinical faculty member, his or her immediate supervisor, and the unit administrator(s) concerned.

b. Qualifications. Assignment to a clinical faculty position is based on demonstrated knowledge and experience, academic degrees, scholarly contributions, or other professional accomplishments comparable to those expected of faculty within the unit.

c. Conversion. Instructors and senior instructors who meet the qualifications for clinical faculty defined in D-9 b. may be considered for clinical faculty status upon the recommendation of the unit administrator and dean, subject to approval by the provost. Credit for prior equivalent experience may be granted by the provost up to a maximum of four years. Conversion of an existing tenure-track or tenure line in a unit to clinical status requires the approval of the dean and provost. A unit must demonstrate that a clinical position better advances the university's strategic goals than a tenure-track position.

E. EMERITUS STATUS. (FSH 1520 II.2)

E-1. PURPOSE. Emeritus status benefits both the university and emeriti by providing opportunities for emeriti to maintain ties with faculty members and continue service to the university and community.

E-2. ELIGIBILITY. A board-appointed, benefit-eligible member of the university faculty who holds one of the ranks described in 1565 D and who leaves the university and has a minimum of 8 years of service and attained the rule of 65 (age plus years of service is at least 65) is eligible for emeritus status.

E-3. APPOINTMENT.

1. Faculty must request consideration for emeritus status. This request may be made in the notice of resignation or in a request made directly to the provost. This request may be made along with or at any point following the submission of the letter of resignation. If a faculty member who is eligible for emeritus status under section E-2 does not request consideration for emeritus status in their resignation letter, then their college or department will send a notice to the faculty member asking if they wish to request emeritus status. The college or department will send a similar notice to any eligible faculty who receives a terminal contract due to program closure or similar circumstances.
2. In ordinary circumstances, the provost will grant emeritus status if the eligibility requirements specified in E-2 are satisfied. In exceptional circumstances, the provost may suspend the above eligibility rules and award, deny, or revoke a faculty member's emeritus status with a written notification to the faculty member stating the reasons for the decision and notifying them of the ability to appeal. A faculty member may appeal this decision to the Faculty Senate Chair, Faculty Senate Vice Chair, and Faculty Secretary, where the provost's decision must be upheld by a unanimous vote in order to be enacted. Examples of exceptional circumstances include the reasons outlined in FSH 3910 A-1.

3. A list of emeriti is maintained by the Provost's office.
4. Emeriti are responsible for updating contact information with the university.

E-4. PRIVILEGES.

- a. **Access.** Emeriti continue to have access to research, library, and other UI facilities.
- b. **Participation.** UI encourages the voluntary continued participation of emeriti in the activities of the academic community. Emeriti may take an active role in the service and committee functions of their department, college, and the university as described in FSH 1520 II.2. Other activities are subject to approval by the provost.
- c. **Title.** Emeriti may use the title "professor emeritus/emerita," "research professor emeritus/emerita," or "extension professor emeritus/emerita," as applicable. A faculty member without such rank has the designation "emeritus" or "emerita," as applicable, added to the administrative or service title held at the time of retirement.
- d. **Mail.** Departmental mailboxes continue to be available to emeriti who reside locally. Emeriti who have departmental mailboxes receive full distribution of departmental notices unless otherwise requested.
- e. **Office supplies.** Office supplies are available under regular departmental procedures.
- f. **Postage.** Departmental postage may be used for professional mail.
- g. **Parking.** Emeriti receive one non-transferable gold parking permit annually.
- h. **Discount programs.** Emeriti receive any discounts available to other faculty members through various UI programs.
- i. **Functions.** Emeriti are invited to the same university, college, and departmental functions as active faculty.
- j. **Travel funding.** Travel funding may be used to support professional activities of emeriti in service to the university (e.g. guest lectures, research design, consultation, etc.). Emeriti may have a lower priority for travel funding than active faculty and such funding is at the discretion of the unit administrator or dean.
- k. **Office/lab space.** Offices and labs for emeriti are provided on a space-available basis as determined by the unit administrator or dean, giving higher priority to active faculty and unit needs. Office and lab space allocations to emeriti may be revoked upon 60 days' notice.
- l. **Information technology services.** Emeriti who elect to maintain an active computing account will retain access to services provided by Information Technology Services (ITS) including electronic communications (e.g., email, instant messaging, etc.), technical support, and offered software.

E-5. EMPLOYMENT OPPORTUNITIES.

- a. Emeriti may hold a temporary or permanent part-time position (0.49 FTE or less) subject to regular employment procedures. It is the responsibility of emeriti to consult with HR regarding impact to benefits.
- b. Emeriti shall not serve as supervisors of other employees unless they hold a position as outlined in E-5-a herein.

F. ASSOCIATED FACULTY: Associated faculty members (see FSH 1520 II-3) have access to the library and other UI facilities. Reimbursement for travel or for services to UI is at the unit's discretion. They are not eligible for sabbatical leave.

F-1. AFFILIATE FACULTY:

- a. **General.** The affiliate faculty consists of professional personnel who serve academic departments in a supporting capacity. Appointment to affiliate-faculty status constitutes a recognition of the appointee's scholarly contributions and professional accomplishments, confers responsibilities and privileges as stated in subsection d below, and authorizes assignment of service functions as described in subsection d-2 below. It is also a means of encouraging greater cooperation between and among academic departments and other units. An affiliate faculty member holds a non-tenure-track faculty status in an appropriate academic discipline.

b. Employment Status. An affiliate faculty member may, by virtue of his or her employment, have either one of the following relationships with UI: (1) that of a UI employee, normally an exempt employee, who is [a] a member of the faculty or staff of a unit of the university other than the one in which he or she has affiliate-faculty status, or [b] a member of the professional support staff of the same unit of the university in which he or she has affiliate-faculty status; (2) that of an employee of a governmental or private agency who is assigned by that agency to a UI unit or to one of the agency's units or programs that is officially associated with the university.

c. Distinction between Affiliate and Adjunct Faculties. Members of the affiliate faculty have a more direct relationship with UI than do members of the adjunct faculty [see 1565 F-2]. Members of the adjunct faculty are not UI employees. An adjunct faculty member's primary employment is with a unit or program that is not officially associated with UI. Thus, the relationship of a member of this faculty category to UI is essentially that of a collaborator with a UI unit, program, or faculty member. An affiliate faculty member, in contrast, has a primary employment responsibility in a UI unit or in a non-UI unit that is officially associated with UI. In addition, he or she has a secondary relationship to another unit in a supporting role, or has a secondary relationship to the academic program in the same unit in which he or she has a primary employment responsibility. These latter relationships are the kind that are recognized by the affiliate faculty membership.

d. Responsibilities, Privileges, and Rights. The guarantees afforded by the principle of academic freedom [see ~~3169~~FSH 4000] are extended to members of the affiliate faculty. They have substantially the same responsibilities and privileges as do members of the university faculty; however, their right to vote in meetings of their constituent faculties is limited in accordance with the provisions of 1520 II-3-b. (Those who, in addition to their affiliate-faculty status, have status as members of the university faculty [e.g., psychologists in the Counseling and Testing Center and regular faculty members in other academic departments] have, of course, full rights of participation in meetings of the university faculty and of the constituent faculties to which they belong.)

Affiliate faculty members perform administrative, analytical, and research functions that complement UI's mission in teaching, research, and service.

1. Affiliate faculty members, as such, do not normally have teaching as a primary or major responsibility; however, with the approval of academic departments, they may teach classes, advise students on their academic or professional programs, participate in research projects, serve on graduate students' supervisory committees (with approval by the dean of graduate studies), or act as expert advisers to faculty members or groups.

2. The nature and extent of the services to be rendered are determined jointly by the affiliate faculty member, his or her immediate supervisor, and the departmental administrator(s) concerned.

3. Affiliate faculty qualify for the faculty-staff educational privilege [see 3740]

e. Qualifications. Assignment to an affiliate faculty position is based on demonstrating knowledge and experience, academic degrees, scholarly contributions, or other professional accomplishments comparable to what is expected of faculty within that unit.

f. Appointment.

1. Appointments to the affiliate faculty may be made at any time. They are reviewed by the dean of the college before publication of each issue of the *General Catalog*. No appointment should be continued unless the affiliate faculty member remains in UI employment or continues in his or her assignment to an entity that is officially associated with the university.

2. A recommendation for appointment to the affiliate faculty normally originates in the appropriate academic department and requires the concurrence of the nominee's immediate supervisor and the faculty

of the appointing department. The appointment must be approved by the dean of the college, the president, and the regents.

3. An appointment, termination, or other change in affiliate-faculty status is made official by means of a “Personnel Action” form.

F-2. ADJUNCT FACULTY:

a. General. The adjunct faculty includes highly qualified persons who are not employed by UI but are closely associated with its programs. [For the distinction between the affiliate and the adjunct faculty categories, see 1565 F-1-c.]

b. Responsibilities. Members of the adjunct faculty have the same academic freedom and responsibility as do members of the university faculty; however, their right to vote in meetings of the university faculty and of their constituent faculties is limited in accordance with the provisions of 1520 II-3-b. Adjunct faculty members may be assigned to advise students on their academic or professional programs at any level; to work in cooperative research projects; to serve on committees, including graduate students’ supervisory committees (with approval by the College of Graduate Studies); to act as expert advisers to faculty members or groups; and to teach courses in their branch of learning.

c. Qualifications. Adjunct faculty members must be highly qualified in their fields of specialization and should have exhibited positive interest in UI programs in the field of their appointment. Their qualifications should ordinarily be equivalent to those required of regular members of the faculty in the area and at the level of the adjunct faculty member’s responsibility.

d. Adjunct faculty do not qualify for the faculty-staff educational privilege. (see 3740)

e. Appointment.

1. Appointments to the adjunct faculty may be made at any time. b. Appointments are for an indefinite period, but are to be reviewed by the dean of the college before publication of each issue of the *General Catalog*. No appointments should be continued unless the adjunct faculty member is actively engaged in the responsibilities for which he or she was appointed.

2. Recommendations for appointment to the adjunct faculty are normally developed at the departmental level and have the concurrence of the departmental faculty. For interdisciplinary degree programs, adjunct faculty may also be assigned responsibilities with respect to the degree programs with approval of the program faculty and of the program director. Appointments must be approved by the dean of the college, the provost, the president, and the regents.

3. Before formal appointment procedures are begun, the prospective adjunct faculty member must agree to serve under the provisions herein described. When necessary, the consent of the nominee’s employer, if any, will be requested and recorded.

4. Appointment information is recorded on the regular “Personnel Action” form.

5. The appointment of adjunct faculty members to graduate students’ supervisory committees requires approval by the dean of the College of Graduate Studies.

G. TEMPORARY FACULTY: Temporary faculty have access to the library and other UI facilities. Reimbursement for travel or for services to UI is at the unit’s discretion. They are not eligible for sabbatical leave.

G-1. LECTURER. A teaching title that ~~may be used at any level, i.e., it~~ carries no specific connotation of rank among the professorial titles. This title is conferred on one who has special capabilities or a special instructional

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Section 1565: Academic Ranks and Responsibilities

role. Lecturers are neither tenurable nor expected to progress through the professorial ranks. ~~A lecturer qualifies for faculty status with vote during any semester in which he or she (a) is on an appointment greater than half time and (b) has been on such appointment for at least four semesters. When a lecturer qualifies for faculty status they shall be reviewed at a minimum of every 5 years thereafter as determined by the unit's bylaws. The review committee defined by the unit's bylaws shall include tenure track faculty within the unit.~~

G-2. VISITING FACULTY. A designation that ~~when used with a professorial title, customarily~~ indicates that the appointee holds a regular teaching or research position at another institution. A visiting appointee who does not hold a professorial rank elsewhere ~~may be designated as a lecturer shall be subject to the requirements for lecturers to qualify for voting rights. Appointees with visiting academic ranks (e.g., visiting associate professor, visiting professor) are considered temporary members of the university faculty. Those on full time appointment have the privilege of voting in meetings of the university faculty and of the appropriate constituent faculties.~~

G-3. ACTING. Persons who are judged competent to perform particular duties may be appointed for temporary service as acting members of the faculty. An acting appointment may also be used to establish a probationary period for an initial appointment of a person who, while being considered for a regular position on the faculty, is completing the required credentials for a permanent appointment. Persons on acting status are not voting members of the university faculty or of constituent faculties.

G-4. ASSOCIATE. A title for a nonstudent with limited credentials who is assigned to a specialized teaching, research, or outreach position. Associates are exempt staff and are not members of the university faculty or of constituent faculties.

H. NON-FACULTY: Those within this category are not members of the faculty.

H-1. POSTDOCTORAL FELLOW. Postdoctoral fellows are persons who hold the doctoral degree or its equivalent at the time of their appointment and are continuing their career preparation by engaging in research or scholarly activity. Postdoctoral fellows are special exempt employees in the category of "temporary or special" (FSH 3080 D-2 a) employees recognized by the regents. [See also 3710 B-1.b.]

H-2. GRADUATE STUDENT APPOINTEES: The general nature of the following graduate assistantships is defined as an apprenticeship experience that consists of a work obligation partnered with educational and developmental activities, all of which are integrated with the graduate degree program of the student. All graduate assistants must be individually mentored by a faculty advisor and may receive additional mentoring from other faculty and/or staff on or off campus. All graduate assistant positions (H-2. a, b, c) are limited to twenty hours per week of work. All graduate student appointees must be academically qualified and registered. [See also 3080 D-2-a.]

a. Graduate Teaching Assistant. Graduate Teaching Assistants perform duties related to the instructional efforts of the unit in which they are employed under the supervision of a member of the university faculty, associated faculty, or temporary faculty (see FSH 1565 D, F, and G). These duties, which must be associated with academic credit instruction and constitute at least 50 percent of a Graduate Teaching Assistant's effort, may include, but not be limited to: primary teaching responsibilities; grading assignments; assisting with the delivery of instruction through technology; and providing other assistance related to instruction.

b. Graduate Research Assistant. Graduate Research Assistants develop competence in performing professional-level work in support of research, scholarship, or creative activity. These positions can only have duties within the scope of work permitted by the funding source.

c. Graduate Support Assistant. Graduate Support Assistants perform a wide range of duties and can have varying responsibilities in academic and non-academic campus departments and programs. The specific duties depend on the needs of the office or project and on the qualifications and experiences of the Graduate Support Assistant. Graduate Support Assistants may provide academic and/or non-academic instruction, and/or assist with research, or provide other support functions. The duties must be directly related to the Graduate Support

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Section 1565: Academic Ranks and Responsibilities

Assistant's program of study. The College of Graduate Studies shall periodically publish standards governing the permissible scope of Graduate Support Assistant appointments on its website.

I. QUALIFICATIONS OF NONFACULTY MEMBERS FOR TEACHING UI COURSES. Persons who are not members of the university faculty but are selected to teach UI courses offered for university-level credit (including continuing-education courses and those offered by correspondence study) are required to have scholarly and professional qualifications equivalent to those required of faculty members.

Version History

Amended January 2024. Changes made to G-1 Lecturer and G-2 Visiting Faculty to align with revised FSH 1520. Revised D-8 University Distinguished Professor to make Extension faculty eligible and C-2 to clarify how advising is credited for evaluative purposes.

Amended July 2022. Revised and clarified section C-1.a. to expand and clarify the evidence that may be used in evaluating teaching effectiveness.

Amended July 2021. Editorial changes.

Amended July 2020. The policy on emeritus status was extensively revised to provide greater clarity, ensure conformity with labor law, and add the ability to revoke emeritus status in exceptional circumstances. Section D-5 Librarian was revised to provide more flexibility in recruiting efforts.

Amended January 2020. The policy on office hours was moved from FSH 3240 to C-1.c. Changes were made to sections C-1 and C-3 to ensure that faculty efforts in the areas of teaching, advising, and outreach and extension are properly credited.

Amended July 2018. A new category for graduate support assistants was added to address needs that are not covered under the role of a typical teaching or research assistant position.

Amended July 2014. The cap on non-tenure track faculty appointments in a unit was adjusted and promotion processes clarified and revised.

Amended January 2014. The time necessary to qualify for emeritus status was redefined.

Amended July 2013. Definitions for research and teaching assistants were more clearly defined.

Amended July 2012. Edits were made to the Distinguished Professor under D-8 and to the qualifications for Emeritus status and a search waiver under E.

Amended July 2011. Voting for associated faculty was clarified and Clinical Faculty under "G. Temporary Faculty" moved to "D. University Faculty" as D-9 and was revised.

Amended July 2010. The affiliate and adjunct terms were switched to conform to national norms and the rank of Distinguished Professor was added.

Amended January 2010. Changes to the faculty position description and evaluation forms integrating faculty interdisciplinary activities into the evaluation processes were incorporated into this policy. Ranks for Associated Faculty in F were removed because the promotion process as detailed in 3560 for faculty ranks was deemed excessive for associated faculty. Those currently holding a specific rank in adjunct or affiliate will retain that privilege.

Amended July 2008. The policy was reorganized to better reflect classifications as stated in FSH 1520 Article II.

Amended July 2006. Substantial revisions were made to Section A.

Amended July 2001. Section J-1, voting rights for lecturers, was changed.

Amended July 2000. Revisions were made to C-1, D-1, and E-1.

Amended 1998. Extensive revisions were made to B (entirely new), C, D, and E.

Amended July 1998. Section A underwent additional substantial revision.

Amended July 1996. The definitions of ‘postdoctoral fellow’ (J-5), ‘graduate assistant’ (K-3) and ‘research fellow’ (K-4) were revised.

Amended July 1994. Section A was substantially revised, so as to underline better the importance of both teaching and scholarship. The so-called “Voxman Amendment” (the addition of ‘in the classroom and laboratory’ to the list of possible venues wherein the evaluation of scholarship might take place) made its first appearance.

Amended 1987. The material in section I was added.

Adopted 1979.

CONSENT
FEBRUARY 27-28, 2024

UNIVERSITY OF IDAHO

SUBJECT

Amendment to Ground Lease between University of Idaho & Palouse Mall LLC.

REFERENCE

August 2006 Approved Amended and Restated Ground Lease

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.2.a

BACKGROUND/DISCUSSION

In 2006, the University of Idaho revised its 1973 lease of 44 acres to Palouse Mall Associates. That 2006 ground lease updated the existing lease arrangement and extended the remainder of the term (making the mall eligible for the financing required to make capital improvements that would attract new retail tenants). For UI, the amendments improved the predictability of the income stream to be earned over the extended term of the amended lease. In 2023 the ground lease generated \$345,544 in annual revenue for UI. UI does not own any of the buildings or other capital improvements on the property, nor does it operate the mall or manage the mall's tenants. The mall is not presented or advertised as a business partner or affiliate of UI. However, in the event of any termination of the existing ground lease prior to expiration of the term of that lease, UI will assume ownership of the mall's improvements and those subtenant leases executed by the mall as limited by the ground lease. In 2015, Palouse Mall Associates sold the mall improvements to Palouse Mall, LLC, and that entity has performed as ground lessee and mall operator since that time.

The proposed Third Amendment to the existing ground lease (Attachment 1) extends the term of that lease to 2096. It provides the mall with three additional ten-year options potentially extending the lease term further (to 2126) and revises the process by which the rent schedule during any option period may be adjusted to ensure a market-based rent schedule in the distant future. The amendment also permits the mall to introduce residential uses to that portion of the leased premises currently unoccupied as the former site of a long vacant and obsolete movie theater facility. Such permission allows the development of highly demanded housing in the community while serving to improve the overall economic viability of the entire property.

Additionally, the proposed amendment offers the mall a defined plan for rent deferral and eventual repayment should the mall elect to complete specific major capital improvements to its parking, HVAC and roof infrastructure. Upon completion of those specified capital improvements by no later than December 2025, the proposed amendment permits the partial deferral of rent for a thirty-month period beginning in 2026. The deferred rent is paid back to UI over a

CONSENT
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thirty-month period beginning in 2046. This arrangement extends the useful life of mall facilities, an action necessary to continue to attract new tenants in the current commercial leasing market and to secure the continuing functionality and value of the mall's commercial improvements to the leased land. This investment prolongs the long-term income stream generated by the mall and returned to UI in the form of monthly ground rent. The arrangement also preserves the value of the existing improvements in the event of early termination of the ground lease.

Finally, the proposed amendment updates those provisions or references of the 2006 lease that are now outdated, and more particularly refines the terms under which UI will consent to certain subleases between the mall operator and its retail tenants. So, for those tenants larger than 10,000 square feet, UI will execute a commercially reasonable Non-Disturbance, Recognition, and Attornment Agreement at the time of the subtenant's lease with the mall operator. That agreement may, in some instances, obligate UI (in the unlikely event of early termination of the ground lease and UI's resulting assumption of the mall operator's real property and its existing subtenant leases) to provide those certain tenants with limited rent-offset rights. This change was made to conform to consistently observed demands of national retailers that serve as anchor tenants for the mall. University administration has concluded the terms of such consent are appropriate to attract national retail tenants and in the context of the Regents' possible assumption of the mall's property in the unlikely event the mall and its lender terminate the ground lease.

IMPACT

The proposed amendment extends the duration of rental income, permits limited residential uses and retail leasing conditions that can support long-term mall economic viability, and recognizes that certain capital improvements to the mall will result in continued benefits from UI's ongoing ownership interest in the leased land. While rent will be reduced during the defined period of deferral and recovered later during the defined term of repayment, such an arrangement is intended to extend the operational life of those income producing facilities, strengthening the mall as a reliable and long term source of UI income, and maintaining a vibrant retail center able to serve the University community.

ATTACHMENTS

Attachment 1 – Draft Third Amendment to Master Ground Lease

STAFF COMMENTS AND RECOMMENDATIONS

Board Policy V.I.2 a. Institution Approval Authorization Limits requires Board approval of leases of real property under the control of an institution, if the lease revenue is "over \$2M or if the term of the lease exceeds five (5) years."

Staff recommends approval.

CONSENT
FEBRUARY 27-28, 2024

BOARD ACTION

I move to approve the Third Amendment to the Master Ground Lease between the University of Idaho and Palouse Mall LLC in substantial conformance to the form submitted to the Board in Attachment 1 and to authorize the University's Associate Vice President for Budget and Planning to execute the lease amendment.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

THIRD AMENDMENT TO MASTER GROUND LEASE

THIS THIRD AMENDMENT TO MASTER GROUND LEASE (this “Amendment”) is dated as of the ____ day of _____, 2024 (the “Effective Date”) by and between THE REGENTS OF THE UNIVERSITY OF IDAHO, a body politic, organized and existing under and by virtue of the Constitution and laws of the State of Idaho (“Lessor”), and PALOUSE MALL LLC, a Washington limited liability company (“Lessee”).

RECITALS:

WHEREAS, Lessor and Palouse Mall Associates, LLC, a Washington limited liability company (“Prior Lessee”), entered into that certain Amended and Restated Master Ground Lease dated as of July 1, 2006, which lease was amended by that certain First Amendment to Master Ground Lease by and between Lessor and Prior Lessee dated as of April 25, 2007 and made effective as of July 1, 2006, and the Second Amendment to Master Ground Lease by and between Lessor and Lessee dated October 30, 2015 (as amended, the “Ground Lease”), for the real property generally located at 1850 W. Pullman Road, City of Moscow, Latah County, Idaho, as legally described on Exhibit “A” to the Ground Lease (the “Premises” or the “Leased Premises”);

WHEREAS, pursuant to that certain Assignment and Assumption of Master Ground Lease Agreement dated as of October 9, 2015, Prior Lessee assigned to Lessee all of Prior Lessee’s right, title and interest under the Ground Lease, and Lessee accepted such assignment and assumed all of Prior Lessee’s obligations under the Ground Lease (the “Assignment”); and

WHEREAS, Lessor and Lessee desire to make certain amendments to the Ground Lease, all as detailed herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, together with other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree that the Ground Lease is amended as follows:

1. **Section 2.2 – Term**. Section 2.2 of the Ground Lease is hereby amended and restated as follows:

2.2 Term. Lessee shall have and hold said Leased Premises for a Term commencing on the Effective Date of the Ground Lease and extending until and including June 30, 2096 (collectively, the “**Term**”, including three (3) – ten (10) year Options to Extend the Term through 2126 as described in Section 2.3). In no event shall the Term extend beyond June 30, 2126.

2. **Section 2.3 – Options to Extend**. The last sentence of paragraph 3 in Section 2.3 is deleted and replaced with the following:

“In no event shall this Section extend the Term beyond June 30, 2126.”

3. **Section 3.4 – Rent Adjustment.** Section 3.4 of the Ground Lease is hereby amended and restated as follows:

(a) Upon written notice to Lessor, the Lessee shall have the unilateral option in its sole discretion, to adjust the Rent in accordance with this Section 3.4 due under this Ground Lease effective as of July 1, 2096, and effective as of the beginning of any exercised renewal option to extend ("**Rent Adjustment Option**"). Lessor and Lessee shall attempt to negotiate a new rental rate for a period of 30 days following Lessee exercising its Option to Extend. If Lessor and Lessee are unable to agree on a new rental rate for the applicable option term within such 30 day period, then within ten (10) days following the expiration of such 30 day period, Lessor and Lessee shall each appoint an independent appraiser who shall be a member of the Appraisal Institute (or substitute organization which certifies and trains appraisers), with a current and proper Idaho appraisal license, with at least three (3) years' experience in appraising commercial real property in Ada, Latah, Kootenai or Bonner Counties, Idaho, or Spokane or Whitman County, Washington.

(b) The appointed appraisers shall diligently proceed to appraise the market value of the Leased Premises as unimproved commercial land designated for its then current use as of July 1, 2096, or July 1 of the year any exercised renewal option term commences, as applicable. Furthermore, the existence of any leases on the Leased Premises (including this Ground Lease), the improvements thereon, any cost to demolish or remove the same, any default or breach of this Ground Lease by Lessee, or the existence of any unremediated Hazardous Substances (as defined in Paragraph 14.4) which Lessee is obligated to indemnify Lessor against pursuant to Paragraph 14.5, shall not be taken into consideration when determining the market value of Leased Premises. For purposes of this Paragraph 3.4, market value shall mean the amount at which Leased Premises would change hands between a willing buyer and a willing seller, neither being under a compulsion to buy or sell and both having reasonable knowledge of the relevant facts.

(c) If the value of the two appraisals is within 5% of the lower estimate, the arithmetic average of the two appraised values will determine the market value of the Leased Premises. If the difference in value is more than five percent (5%) of the lower estimate, and the parties cannot thereafter agree upon the market value of the Leased Premises, the two appraisers shall together appoint a similarly qualified third appraiser within twenty (20) days after written demand is made by either party. The selected third appraiser shall review the two prior appraisals and shall determine the market value for the Leased Premises by what is commonly referred to as the "baseball arbitration" approach, that is, the third appraiser shall select the written market value determination provided by one (1) of the initial two appraisers as the market value of the Leased Premises applicable for the option term which shall be binding on the parties for purposes of this Paragraph 3.4. Each party agrees to pay its respective appraiser's fee plus one-half of the third appraiser's fee.

(d) After the market value of the Leased Premises has been so established, the Rent will be set at 8.5% per annum of the market value as established pursuant to this Paragraph 3.4. Rent in all subsequent five-year periods will increase 10% over the Rent in the previous period, similar to the schedule shown in the Rent Schedule shown in Exhibit C. If Lessee elects not to exercise a Rent Adjustment Option for one period, that failure to exercise the option will not prohibit Lessee from exercising a Rent Adjustment Option for a later period.

4. **Section 3.7 – Completion of Approved Capital Improvements - Deferral of Base Rent.** A new Section 3.7 is added to the Ground Lease as follows:

3.7 Completion of Approved Capital Improvements – Deferral of Base Rent. The parties acknowledge that Lessee will perform certain capital improvements to the Leased Premises that will result in long term benefits for Lessor's ownership interest in the Leased Premises. As a result thereof, Lessor is willing to defer a portion of Lessee's Rent in connection with Lessee performing such capital improvements in accordance with the terms of this Section 3.7 below.

(a) **Capital Improvements.** Lessee shall perform the capital improvements at the Leased Premises as identified on Exhibit A-1 and depicted on Exhibit B-1 attached hereto ("**Capital Improvement Work**"). As of the Effective Date, Lessee represents and warrants to Lessor that the Capital Improvement Work identified under the spreadsheet columns labeled as "2022 Actuals" and "2023 Actuals" on Exhibit A-1 has been completed by Lessee. The Capital Improvement Work identified under the spreadsheet columns labeled as "2024" and "2025" on Exhibit A-1 ("**Remaining Capital Improvement Work**") shall be completed by Lessee on or before December 31, 2025.

(b) **Completion of Capital Improvement Work; Deferral/Repayment of Rent Deferral Amount.** In return for Lessee completing the Capital Improvement Work and Remaining Capital Improvement Work, Lessor shall defer Lessee's obligation to pay Rent due under the Lease in the amount of \$345,544.00 ("**Rent Deferral Amount**"). The Rent Deferral Amount shall be deferred over a period of two and one-half (2½) years as follows:

(i) **Deferred Rent Payments.** If the Remaining Capital Improvement Work is completed by December 31, 2025 and Lessee is not in default of this Lease after all applicable notice and cure periods, then commencing on July 1, 2026 ("**Rent Deferral Commencement Date**") and continuing on the first (1st) day of each month thereafter for a total of thirty (30) consecutive months, monthly Rent shall be reduced by \$11,518.13 through the date that the Rent Deferral Amount has been credited to Lessee in full ("**Rent Deferral Termination Date**").

(ii) **Lessee's Repayment of Rent Deferral Amount.** Commencing on July 1, 2046 and continuing on the first (1st) day of each month thereafter for a total of thirty (30) consecutive months, in addition

to paying its regularly scheduled monthly Rent as set forth on Exhibit C, Lessee shall pay Lessor \$11,518.13 as additional Rent until Lessee has repaid Lessor the Rent Deferral Amount in full.

5. **Section 5.1 – Retail Use.** Section 5.1 of the Ground Lease is hereby amended and restated as follows:

5.1 Retail Use. Lessee agrees that it will operate the Leased Premises as a retail shopping center, and Lessee agrees that its business therein is and shall remain retail in character and similar with the tenant mix of retail, theater, office, service and professional tenants found at shopping centers in Idaho, Washington, Oregon, and Montana ("**Retail Centers**"). Notwithstanding the generality of the foregoing, it is specifically acknowledged and agreed that Parcel II of the Leased Premises (as described on Exhibit A of the Ground Lease a.k.a., the Theater parcel) shall be regarded as an acceptable use by the Lessor, including any normal maturation of such use, such as for convention center or expanded hospitality services. Additionally, it is agreed that Parcel II of the Leased Premises may be used for residential and multi-tenant uses.

6. **Section 10.2 – Sublease.** Section 10.2 of the Ground Lease is hereby amended and restated as follows:

10.2 Sublease. Subject to the terms of this Section 10.2, Lessee may sublease all or any portion of the Leased Premises without Lessor's consent. Every sublease of the Leased Premises shall have the following provisions: (i) that the terms of the sublease shall be subject to the terms of this Ground Lease; (ii) no obligation of Lessor to indemnify, defend or hold harmless the sublessee; (iii) no term longer than the Term of this Ground Lease or a term which runs into an option term which is not contingent on Lessee exercising its option to extend the Term of this Ground Lease; (iv) no obligation of Lessor to cure any default of Lessee; and (v) no exclusive use restriction which is effective on property other than the Leased Premises. Following the Effective Date of this Amendment, for all Subtenants entering into Subtenant Leases occupying floor area in the Leased Premises equal to or greater than 10,000 square feet (exclusive of common areas), upon the request of Lessee, Lessor agrees to execute a commercially reasonable Non-Disturbance, Recognition and Attornment Agreement ("**NDA**") with such Subtenants in connection with their Subtenant Leases, which such NDA may include certain offset rights for such Subtenants (related to periods prior to Lessor assuming the Subtenant Lease) in the event Lessor assumes the role of lessor under the Subtenant Leases; provided that such offset rights (i) only permit a Subtenant to offset up to thirty percent (30%) of its base rent on a monthly basis; and (ii) only permit a Subtenant to offset base rent to reimburse the Subtenant for its out-of-pocket costs reasonably and directly incurred by the Subtenant to cure Lessee's obligation(s), if any under the applicable Subtenant Lease, to maintain, repair, or replace structural improvements located within the Leased Premises. In no event shall the rent-offset right apply to base rent paid by Subtenant to Lessee more than one (1) month in advance, to any unpaid tenant improvements owed by Lessee to Subtenant under the Subtenant Lease, or to any other debts owed by

Lessee to Subtenant under the Subtenant Lease. For Subtenants entering into subleases occupying square footage in the Leased Premises less than 10,000 square feet, Lessor may, but shall not be obligated to, upon request by Lessee execute a commercially reasonable NDA with such Subtenants on terms approved by Lessor in its reasonable discretion.

7. **Section 10.3(b).** Section 10.3(b) of the Ground Lease is hereby amended and restated as follows:

(b) (i) In the event of any termination of this Ground Lease for any reason whatsoever prior to the expiration of the Term of the Subtenant Lease, subject to the terms of any NDA executed by Lessor and Section 8.2 of this Ground Lease, Lessor may, but shall have no obligation to take possession of the Leased Premises subject to any or all Subtenant Leases. The terms, provisions, covenants and agreements of the Subtenant Leases to which Lessor agrees in writing to take possession of the Leased Premises subject to shall survive the termination of this Ground Lease and, provided that there are no uncured defaults under the Subtenant Lease, the Subtenant Lease (subject to the right of any leasehold mortgage to enter into a replacement lease with Lessor) shall continue in force and effect in accordance with and subject to all terms, provisions, agreements and covenants as a direct lease with the Lessor, as lessor, and such Subtenant, as lessee. Any Subtenant Leases to which Lessor does not agree in writing to take possession of the Leased Premises subject to, which decision Lessor may make in its sole and absolute discretion, shall terminate and no longer be of any force or effect as to the Leased Premises and Lessor. Subject to any leasehold mortgagee's interest, as to any Subtenant Leases to which Lessor agrees in writing to take possession of the Leased Premises subject to, the Subtenant will agree to promptly attorn to Lessor and to recognize Lessor as the lessor under the Subtenant Lease. Subject to clause (ii) below, Lessor shall, in such event, agree to undertake all of the rights, obligations and duties of Lessee in an under the Subtenant Lease and thereafter shall be entitled to collect all rents and payments due and payable under the Subtenant Lease, including the right to collect any sums being due and payable thereunder prior to the termination or expiration of the Ground lease which are accrued and unpaid by the Subtenant on the date of the termination of this Ground Lease.

(ii) Notwithstanding anything contained in clause (i) above to the contrary, Lessor shall not be liable in any way or to any extent to any Subtenant under any Subtenant Lease:

(A) Except as otherwise set forth in an NDA, for any act or default of the Lessee under the Subtenant Lease, and Subtenant shall have no right to assert the same or any damages arising therefrom as an offset or defense against Lessor;

(B) For the commencement or completion of any construction or any contribution toward construction upon the Leased Premises by Lessee or

the Subtenant Lessee or on any other property or any expansion or rehabilitation of existing improvements on the Leased Premises, except as may be required under the terms of the Subtenant Lease in the case of damage or destruction for which the Lessor (as the Lessee's successor) is required to carry insurance and in such instance only to the extent Lessor's insurance provider covers such claim;

(C) For the repayment of any obligations Lessee may owe to the Subtenants, except that the Lessor agrees (i) to honor Subtenant's prepayment of rent for the month in which this Ground Lease is terminated, (ii) in addition to clause (i), to honor Subtenant's prepayment of not to exceed one month's rent, and (iii) to repay the Subtenants at the times required by the Subtenant Leases any security deposits, damage deposits or other monies provided such security deposits, damage deposits and monies are, at the time of the termination of this Ground Lease, segregated into a separate account(s) and Lessor succeeds to the Lessee's interest in the separate account(s) free of any claims or encumbrances of others, other than the Subtenants; and

(D) for any indemnity, defense or hold harmless obligation imposed on Lessor as Lessee's successor to the extent prohibited by Idaho law.

8. **Section 10.6. – Lessee's Right of First Offer to Purchase Leased Premises.**
Section 10.6 of the Ground Lease is deleted and replaced with the following:

10.6 Lessee's Right of First Offer. This Section shall not be applicable if any law, rule or regulation requires Lessor to conduct the sale of the Leased Premises in a public bidding process, shall not apply to any fee lender, including any foreclosure proceeding or deed in lieu of foreclosure, and shall not apply to any conveyance by Lessor for financing purposes. In the event that at any time during the Term hereof, Lessor determines to sell the Leased Premises, Lessor shall first offer to sell the Leased Premises to Lessee. Lessor shall give Lessee written notice ("**Lessor's Offer Notice**") of the purchase price for the Leased Premises and any payment terms. Lessee shall have sixty (60) days from its receipt of Lessor's Offer Notice in which to give Lessor written notice ("**Lessee's Acceptance Notice**") of Lessee's acceptance of Lessor's Offer Notice. If Lessee accepts Lessor's Offer Notice, closing shall occur no later than ninety (90) days after Lessor's receipt of Lessee's Acceptance Notice. Each party will bear its own attorneys' fees and any other closing costs will be charged to the party customarily responsible for such a cost on the closing date. If Lessee does not exercise its right of first offer as provided herein, Lessor may offer to sell the Leased Premises to a third party, except that the purchase price for the Leased Premises may not be less than the purchase price set forth in the Lessor's Offer Notice. If Lessor offers the Leased Premises for an amount less than the purchase price set forth in the Lessor's Offer Notice, Lessor has not entered into a contract to sell the Leased Premises within twelve (12) months after Lessor's Offer Notice to Lessee, or if Lessor has not closed the sale of the Premises within two (2) years after Lessor's Offer Notice, then any further transaction shall again be subject to Lessee's right of first offer under this Paragraph. If Lessee does not give the

Lessor Lessee's Acceptance Notice and the Lessor sells the Leased Premises to a third party in accordance with the above terms, Lessee shall have no further right of first offer to purchase the Leased Premises.

9. **Section 13.4.** The last sentence of Section 13.4 of the Ground Lease is hereby amended to read, "The arbitrator may award injunctive relief or any other remedy available from a judge, including the joinder of parties or consolidation of this arbitration with any other involving common issues of law or fact or which may promote judicial economy."

10. **Section 14.6.** Section 14.6 of the Ground Lease is hereby amended and restated as follows:

14.6 Indemnification of Lessee. This Section 14.6 shall apply only at such times as Lessor is not the Board of Regents of the University of Idaho, the Regents of the University of Idaho, the state of Idaho or any Idaho state governmental agency or subdivision. Lessor shall indemnify, defend (by counsel acceptable to Lessee), protect, and hold harmless Lessee, and each of Lessee's partners, employees, agents, attorneys, successors, and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses (including, without limitation, diminution in the value of the Leased Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Leased Premises), costs, or expenses (including attorneys' fees, consultant fees, and expert fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly prior to the Effective Date with respect to the Leased Premises and from any contiguous property to the Leased Premises by and under the control of Lessor at any time, by (a) Lessor's use, analysis, storage, transportation, disposal, release, threatened release, discharge, or generation of Hazardous Substances, in, on, under, about, or from the Leased Premises, or (b) failure to comply with any Hazardous Substances Law relating to the Leased Premises. Lessor's obligations under this Section 14.6 shall include, without limitation, and whether foreseeable or unforeseeable, any and all costs incurred in connection with any investigation of site conditions, and any and all costs of any required or necessary repair, cleanup, remediation, detoxification, or decontamination of the Leased Premises (including without limitation, the soil and ground water on or under the Leased Premises, and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith). Lessor's duty to indemnify Lessee under this Section 14.6 includes but is not limited to, proceedings or actions commenced by any person (including any federal, state, or local governmental agency or entity), before any court or administration agency. Lessor shall indemnify Lessee under this Section 14.6 for and against all expenses incurred by Lessee as they become due and not waiting for the ultimate outcome of the litigation or administrative proceeding. Lessor's obligations under this Section 14.6 shall survive the expiration or earlier termination of the Term of the Lease.

11. **Section 17.7.** Section 17.7 of the Ground Lease is hereby amended and restated to read, “Each of the parties represents, warrants and covenant to the other that there are no claims for brokerage commissions, finder’s fees or like fees or commissions in connection with the execution of this Ground Lease.

12. **Section 3.5 and Article XV – Option to Lease Contiguous Land.** Section 3.5 and Article XV are hereby deleted from the Ground Lease.

13. **Section 3.6 and Article XVI – Lessor Option to Cancel Lease For Non-Contiguous Parcels.** Section 3.6 and Article XVI are hereby deleted from the Ground Lease.

14. **Exhibit C – Rent Schedule.** Exhibit C – Rent Schedule is deleted and replaced with **Exhibit C** attached hereto.

15. **Consents.** Lessor represents and warrants to Lessee that it has received all necessary consents from the Regents of The University of Idaho to enter into this Amendment. Lessee represents and warrants to Lessor that it has received all necessary consents from its lender to enter into this Amendment.

16. Except as amended hereby, the provisions of the Ground Lease remain in full force and effect and the parties hereto confirm each and every remaining provision of the Ground Lease. In the event of a conflict between the terms of the Ground Lease and this Amendment, the terms of this Amendment shall control.

17. This Amendment contains the entire agreement between Lessor and Lessee with respect to the matters described herein and any and all prior negotiations, understandings and agreements with respect to the modification thereof are superseded by this Amendment.

18. This Amendment may be executed in counterparts by the parties hereto and all such counterparts when taken together shall be deemed to be one original.

19. This Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

20. This Amendment will be governed by and construed in accordance with the laws of the State of Idaho.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment as of the day and year first above written.

LESSOR:

**THE REGENTS OF THE UNIVERSITY OF
IDAHO**

By: _____
Name: _____
Title: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURES FOR AMENDMENT CONTINUED FROM PRECEDING PAGE]

LESSEE:

PALOUSE MALL LLC,
a Washington limited liability company

By: PALOUSE MALL MANAGER
CORPORATION, a Washington
corporation, its Managing Member

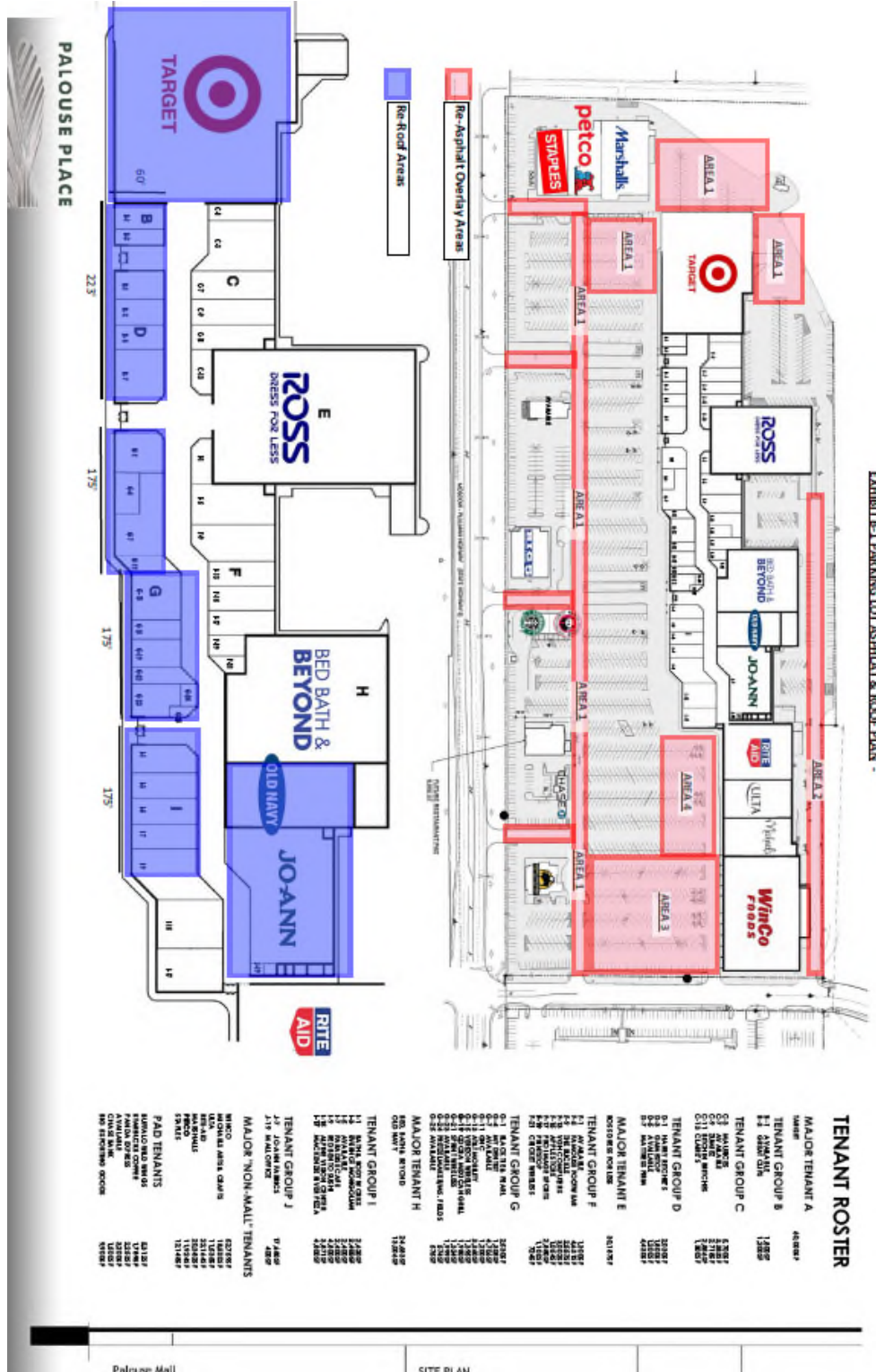
By: _____
Name: _____
Title: _____

EXHIBIT A-1
CAPITAL IMPROVEMENT WORK

PALOUSE MALL, LLC
CAPITAL EXPENSES FORECAST SUMMARY FOR 2022-2026

CAPITAL EXPENSES:	AREA DESCRIPTION	2022 Actuals	2023 Actuals	2024	2025	TOTAL
Food Replacement (In Blue Highlight on Site Plan)						
Area B & D	13,500 sqft @ \$6.00/sqft (TPO 60 Mil)	\$ 42,500.00	\$ -	\$ -	\$ -	\$ 42,500.00
Area G - Phase 1	11,000 sqft @ 6.00/sqft	\$ 25,000.00	\$ 35,000.00	\$ -	\$ -	\$ 60,000.00
Area G - Phase 2	10,000 sqft @ 6.00/sqft	\$ 25,000.00	\$ 25,500.00	\$ -	\$ -	\$ 51,500.00
Area I	10,000 sqft @ 6.00/sqft	\$ -	\$ -	\$ 60,000.00	\$ -	\$ 60,000.00
Area ON, JO-ANN	20,000 sqft @ 6.00/sqft	\$ 25,000.00	\$ -	\$ 60,000.00	\$ 50,000.00	\$ 125,000.00
HVAC Replacement						\$339,000.00
HVAC CAM Units	Units #1 & #4 -15 ton/5 ton	\$ -	\$ -	\$ -	\$ -	\$ -
HVAC CAM Units	Units #2 & #5 -15 ton/5 ton	\$ -	\$ -	\$ -	\$ 50,000.00	\$ 50,000.00
HVAC CAM Units	Units #3 & #6 -15 ton/5 ton	\$ -	\$ -	\$ -	\$ -	\$ -
Parking Lot Replacement (In Red Highlight on Site Plan)						\$50,000.00
Parking Lot Area 1 (Target area/drive lanes)	140,000 sqft (2" grind & overlay @ \$4/sqft)	\$ 336,728.54	\$ 214,422.70	\$ -	\$ -	\$ 551,151.24
Parking Lot Area 2 (Behind Drive Lane)	10,000 sqft (2" grind & overlay @ \$4/sqft)	\$ -	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
Parking Lot Area 3 (Vehico)	50,000 sqft (2" grind & overlay @ \$4/sqft)	\$ -	\$ -	\$ 100,000.00	\$ 100,000.00	\$ 200,000.00
Parking Lot Area 4	20,000 sqft (2" grind & overlay @ \$4/sqft)	\$ -	\$ -	\$ -	\$ 80,000.00	\$ 80,000.00
Tenant Improvements & Cons						\$851,151.24
TOTAL CAPITAL EXPENSES:		\$ 454,228.54	\$ 295,922.70	\$ 210,000.00	\$ 280,000.00	\$1,240,151

EXHIBIT B-1
DEPICTION OF AREAS CAPITAL IMPROVEMENT
WORK TO BE PERFORMED



BUSINESS AFFAIR AND HUMAN RESOURCES
FEBRUARY 27-28, 2024

EXHIBIT "C"

Rent Schedule

Annual Rent

(Amounts Rounded to Nearest Dollar - Discrepancies Accepted)

Term	Period	Amount Including Escalation	Monthly Amount	Monthly Rent per Section 3.7 (b) - Completion of Capital Improvement work	Escalation Amount
Years 1-2	7/1/06-06/30/08	\$236,018	\$19,668		None
Years 3-5	7/1/08-06/30/11	\$259,620	\$21,635		10% over previous
Years 6-10	7/1/11-06/30/16	\$285,582	\$23,798		10%
Years 11-15	7/1/16-06/30/21	\$314,140	\$26,178		10%
Years 16-20	7/1/21-06/30/26	\$345,554	\$28,796		10%
*Years 21-25	7/1/26-06/30/31	\$380,109	\$31,676	\$20,158 (7/1/26 through 12/31/28)	10%
Years 26-30	7/1/31-06/30/36	\$418,120	\$34,843		10%
Years 31-35	7/1/36-06/30/41	\$522,650	\$43,554		25% over previous
Years 36-40	7/1/41-06/30/46	\$574,915	\$47,910		10%
*Years 41-45	7/1/46-06/30/51	\$632,407	\$52,701	\$64,219 (7/1/46 through 12/1/48)	10%
Years 46-50	7/1/51-06/30/56	\$695,648	\$57,971		10%
Years 51-55	7/1/56-06/30/61	\$765,212	\$63,768		10%
Years 56-60	7/1/61-06/30/66	\$841,734	\$70,144		10%
Years 61-65	7/1/66-06/30/71	\$925,907	\$77,159		10%
Years 66-70	7/1/71-06/30/76	\$1,018,498	\$84,875		10%
Years 71-75	7/1/76-06/30/81	\$1,120,347	\$93,362		10%
Years 76-80	7/1/81-06/30/86	\$1,232,382	\$102,699		10%
Years 81-85	7/1/86-06/30/91	\$1,355,620	\$112,968		10%
Years 86-90	7/1/91-06/30/96	\$1,491,182	\$124,265		10%
<u>Option Extension Periods</u>					
*Years 91-95	7/1/2096-06/30/2101	\$1,640,301	\$136,692		10%
*Years 96-100	7/1/2101-06/30/2106	\$1,804,331	\$150,361		10%
*Years 101-105	7/1/2106-06/30/2111	\$1,984,764	\$165,397		10%
*Years 106-110	7/1/2111-06/30/2116	\$2,183,240	\$181,937		10%
*Years 111-115	7/1/2116-06/30/2121	\$2,401,564	\$200,130		10%
*Years 116-120	7/1/2121-06/30/2126	\$2,641,721	\$220,143		10%
* Subject to Adjustment pursuant to Section 3.4 of Ground Lease.					
* 30 Months	Deferred Rent Payments: Per Section 3.7 (c)(i) 7/1/26-12/31/28	Total Rent Deferred \$345,544	Monthly Deferred Rent Payment Amount \$20,158		\$11,518 per month for total Rent Deferral Amount of \$345,544.
* 30 Months	Deferred Rent Repayments: Per Section 3.7 (c)(ii) 7/1/46-12/31/48	Total Rent Repayment \$345,544	Monthly Deferred Rent Repayment Amount \$64,219		

CONSENT
FEBRUARY 27-28, 2024

LEWIS-CLARK STATE COLLEGE

SUBJECT

Request for construction authorization for Clearwater Hall Construction Project

REFERENCE

August 2021	Idaho State Board of Education (Board) approved Lewis-Clark State College's – FY 2023 Alteration & Repairs Projects
June 2022	Board approved construction for Clearwater Hall First Floor

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.K.1, Section V.K.4 and Section V.K.5.

BACKGROUND/DISCUSSION

Lewis-Clark State College (LC State) seeks further authorization for construction of the first floor of Clearwater Hall. The Board approved construction of the first floor in June 2022 at a total project budget of \$1.5M inclusive of construction, furniture, and equipment of which \$1.2M was estimated for construction. The project is using the design build method and post refined scope of work, the estimated project budget to build out the first floor is \$2.4M of which \$2.0M is for construction and \$400K for soft costs (e.g. architect, commissioning, contingencies, etc.). As the design professionals' estimate was provided to the contractor, the scope was more clearly defined, original cost estimates were revised based on inflation, and further user group input led to cost increases.

This build out has been on LC State's Idaho Division of Public Works (DPW) alteration and repairs project list since at least 2019. The relocation of the Workforce Training Center (WFT) will create synergies with two other centers located at Clearwater Hall, the Adult Learning Center (ALC) and the Idaho Small Business Development Center (ISBDC) and an additional center adjacent to this location, the Center for Arts and History (CAH). The buildout of Clearwater Hall will increase available programmatic space for Lewis-Clark State College and allow synergies between three existing downtown programs and Workforce Training.

IMPACT

The redefined project budget to build out this facility to include HVAC, restrooms, nine offices, and four classrooms totaling 6,400 square feet, not including furniture and equipment is \$2.4M.

The primary differences in the increased project budget are the following:

CONSENT
FEBRUARY 27-28, 2024

- Refining the scope as the design progressed led to cost increases.
- Soft costs were underestimated.
- Increased costs of construction from date of original concept design estimate (18 months).
- Additional scope based on user group input for operable partitions, electronic door access, and a garage door.

The Board originally approved institutional funds for this project and since this time, DPW has allocated funding. The project will be funded by \$1.3M from DPW and the remaining will use institutional funds of which includes \$150K in WFT reserves and an internal loan. The fiscal impact to the college is an estimated \$1.1M of which, an internal loan of \$950K will be repaid by WFT. The net impact is less with the termination of an existing lease estimated at \$7,100 per year. WFT will repay this internal loan through savings achieved by terminating an existing lease, programmatic revenue, fundraising, and anticipated growth with additional facility space.

ATTACHMENTS

Attachment 1 – Design Development Floor Plan
Attachment 2 – Project Budget

STAFF COMMENTS AND RECOMMENDATIONS

LC State is seeking an increase of the institution's original project budget for construction and related costs associated with the build out of 6,400 sq. ft. of space for the relocation of the Workforce Training Center (WFT). Approval of this budget modification request will provide LC State with the ability to immediately proceed with timely construction of this project, which is located on the first floor of the college's Clearwater Hall.

The Clearwater Hall Construction Project will be financially supported by funds already awarded through the Division of Public Works (DPW) Permanent Building Fund Advisory Council (PBFAC), a capital funding commitment by the Workforce Training Center (WFT), and an internal loan to the Workforce Training Center (WFT) from LC State. The breakdown is as follows:

<u>Source – Planning and Design Funds</u>	<u>Amount</u>
Department of Public Works – PBFAC funding	\$1,300,000
Workforce Training Center (WFT) – Agency funds	\$ 150,000
<u>LC State – Internal Loan to WFT</u>	<u>\$ 950,000</u>
Total	\$2,400,000

Adhering to Board Policy V.K.5 regarding Fiscal Revisions to Previously Approved Projects, LC State is requesting the Board approve the fiscal revision to the Clearwater Hall Construction Project not to exceed \$2.4M. (Note: Board previously approved a not to exceed amount for this project of \$1.5M in June 2022.)

CONSENT
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Staff recommends approval.

BOARD ACTION

I move to authorize the construction of the first floor of Clearwater Hall by Lewis-Clark State College for a cost not to exceed \$2.4M, and to further authorize the President or designee to execute such documents and agreements relating thereto.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CLEARWATER HALL - GROUND FLOOR TENANT IMPROVEMENT

Project No: DPW 22151

TOTAL PROJECT BUDGET

12/6/2023

CONSTRUCTION

Construction Cost Estimate	\$1,510,663.00
General Conditions	\$151,066.30
Kenaston Overhead & Profit (10%)	\$166,172.93
Contractor Insurance	\$18,279.02
Contractor Bonding	\$22,154.18
DOPL Building Permit	\$18,683.35
Kenaston Pre-construction Fee	\$84,929.00

CONSTRUCTION SUB-TOTAL \$1,971,947.78

SOFT COSTS

CKA Architects - Design Services	\$84,929.00
DOPL Plan Review	\$2,990.00
Commissioning (allowance)	\$10,000.00
Construction Testing (allowance)	\$5,000.00
Cabling (allowance)	\$100,000.00

SUB-TOTAL \$202,919.00

Construction	\$1,971,947.78
Soft Costs	\$202,919.00
Construction Contingency (2.5%)	\$49,298.69
Project Contingency (5.0%)	\$98,597.39
Additional Contingency	\$77,237.14

PROJECT TOTAL \$2,400,000.00

FUNDING

Agency funding (WFT Commitment)	\$150,000.00
PBFAC 2023 In-demand programs	\$1,300,000.00

FUNDING TOTAL \$1,450,000.00

INTERNAL LOAN TO WFT \$950,000.00

CONSENT
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STATE DEPARTMENT OF EDUCATION

SUBJECT

Emergency Provisional Certificate Recommendations

REFERENCE

April 2019	Board approved SDE recommendations for processing emergency provisional certificates.
August 2019	Board approved SDE revised procedures regarding emergency provisional certificates
August 2021	Board approved SDE revised emergency provisional certificate process
October 2022	Board approved 76 provisional certificates for the 2022-2023 school year.
December 2022	Board approved 87 provisional certificates for the 2022-2023 school year.
February 2023	Board approved 31 provisional certificates for the 2022-2023 school year.
April 2023	Board approved 14 provisional certificates for the 2022-2023 school year.
June 2023	Board approved 4 certificates for the 2022-2023 school year.
October 2023	Board approved 16 provisional certificates for the 2023-2024 school year. Board approved procedures for processing emergency provisional certificates.
December 2023	Board approved 117 provisional certificates for the 2023-2024 school year.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code §§ 33-1201 -1203

BACKGROUND

Idaho Code § 33-1201 requires that every person who is employed to serve in any elementary or secondary school in as a “teacher, supervisor, administrator, education specialist, school nurse or school librarian” “to hold a certificate issued under authority of the state board of education, valid for the service being rendered.” Idaho Code § 33-1203 allows the State Board of Education to authorize a provisional certificate for teachers when the candidate has at least two years of college training and an emergency has been declared. This section of code does not authorize issuance of emergency provisional certificates for pupil service staff or administrators.

School districts receive the same level of funding for staff with an emergency provisional certificate as they receive for an individual with a standard certificate. Funding for long-term substitutes is at the same level as non-certified classified staff.

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DISCUSSION

Twenty-six complete Emergency Provisional Certificate applications for Instructional and CTE certificate(s)/endorsement(s) were received by the Idaho Department of Education by December 26, 2023.

The Certification Department of the Idaho Department of Education reviewed each candidate's full application. Each candidate presented below, requesting Instructional certificate(s)/endorsement(s), has completed at least two years of college training, making them eligible for emergency provisional certificate consideration. Each Local Educational Agency (LEA) has declared a hiring emergency, summarized the hiring efforts, and attested to the candidate's ability to fill the position.

The Idaho Department of Education is requesting authorization to issue provisional certificates as presented below.

St. Maries Joint School District #041

1. **Applicant Name:** Stacie Mattox
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: BS
Declared Emergency Date: 11/13/2023
Hire/Assignment Date: 11/13/2023
Summary of Recruitment Efforts: The district has had this opening posted since Spring of 2023. They have not received any applications until recently.

2. **Applicant Name:** John Shepherd
Certificate: Provisional
Endorsement(s): Social Studies (6-12)
College Training: BA
Declared Emergency Date: 10/9/2023
Hire/Assignment Date: 10/9/2023
Summary of Recruitment Efforts: St. Maries High School lost a staff member due to cancer on September 19, 2023. That position was advertised, but the principal for St. Maries HS had to rearrange assigned staff, and there was a vacancy for History. The school received one qualified application.

Idaho Falls School District #091

3. **Applicant Name:** McKeyan Howell
Certificate: Provisional
Endorsement(s): Mathematics (6-12)
College Training: BS
Declared Emergency Date:
Hire/Assignment Date:
Summary of Recruitment Efforts: Does not qualify for Alternative Authorization. Cannot pass ABCTE testing and not enough credits to meet

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the rubric for the Content Specialist.

4. **Applicant Name:** Kolby Rimer
Certificate: Provisional
Endorsement(s): English (6-12)
College Training: BS
Declared Emergency Date: 12/13/2023
Hire/Assignment Date: 6/2023
Summary of Recruitment Efforts: Kolby was hired on with the intention of being on an Alternative Authorization, believing he would meet the content qualifier. It was determined he cannot meet the points on the rubric to qualify for the Alternative Authorization.

Nampa School District #131

5. **Applicant Name:** Shane Williams-Rhodes
Certificate: Provisional
Endorsement(s): Physical Education (6-12)
College Training: BS
Declared Emergency Date: 11/17/2023
Hire/Assignment Date: 1/2/2024
Summary of Recruitment Efforts: The position was posted with no internal interest. It was opened externally and three applications were received. The principal interviewed two candidates; the third candidate withdrew their application.

Cassia County School District #151

6. **Applicant Name:** Shalamar Packer
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 76 credits
Declared Emergency Date: 12/18/2023
Hire/Assignment Date: 8/1/2023
Summary of Recruitment Efforts: Second provisional request. Candidate is not qualified for an Alternative Authorization due to the student teaching timeline. Medical circumstances prevented the candidate from progressing in the certification program. The candidate is set to resume the program in January, allowing for student teaching in the Fall of 2024.
7. **Applicant Name:** Beatriz Nava
Certificate: Provisional
Endorsement(s): World of Languages Spanish K-12
College Training: 131 credits
Declared Emergency Date: 01/22/2024
Hire/Assignment Date: 7/23/2023
Summary of Recruitment Efforts: Second provisional request. Candidate is not qualified for an Alternative Authorization due to the student teaching timeline. Medical circumstances prevented the candidate from progressing in the certification program. The candidate is set to resume the program in

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January, allowing for student teaching in the Spring of 2024.

Emmett Independent School District #221

8. **Applicant Name:** Danielle Woehler
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 91 credits
Declared Emergency Date: 11/1/2023
Hire/Assignment Date: 12/13/2023
Summary of Recruitment Efforts: The job was posted on numerous websites. Emails were sent out the entire district. The district feels she is a strong fit.

Gooding Joint School District

9. **Applicant Name:** Makenzie Jenkins
Certificate: Provisional
Endorsement(s): English (6-12)
College Training: BS
Declared Emergency Date: 9/12/2023
Hire/Assignment Date: 9/5/2023
Summary of Recruitment Efforts: The vacancy happened when the previous teacher resigned the beginning of June. That same teacher then re-applied end of July stating he wanted to stay. Then, before the board re-hired him, he notified the principal on August 10th he would not be taking the position. The position was posted, once again, and only one application was received.

10. **Applicant Name:** Sonia Romero-Gomez
Certificate: Provisional
Endorsement(s): Bilingual Education K-12
College Training: AA
Declared Emergency Date: 9/12/2023
Hire/Assignment Date: 8/21/2023
Summary of Recruitment Efforts: The school received no other applications for the opened position. It was vacant the 22-23 school year. The candidate has been a migrant liaison who is fluent in Spanish and was willing to start working towards her certification.

Wendell School District #232

11. **Applicant Name:** Paul Claybrook
Certificate: Provisional
Endorsement(s): Mathematics (6-12)
College Training: MA
Declared Emergency Date: 12/5/2023
Hire/Assignment Date: 11/14/2023
Summary of Recruitment Efforts: A teacher resigned in October. Paul applied was hired to fill this position. He is not enrolled in a certification program.

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Hagerman Joint School District #233

12. **Applicant Name:** Allix Schlund
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 103
Declared Emergency Date: 11/20/2023
Hire/Assignment Date: 11/4/2022
Summary of Recruitment Efforts: Allix was initially hired for the 22-23 school year as a 3rd grade teacher. She was expected to finish her student teaching that Spring. Due to personal reasons, she was unable to do so. The school was very excited with her progress and offered her a contract for the 23-24 school year, with the impression she would be completing her certification program by December. The school was informed she would not be able to complete her student teaching, creating the need for the emergency.

Bliss School District #234

13. **Applicant Name:** Devan Stevens
Certificate: Provisional
Endorsement(s): Mathematics (6-12)
College Training: AA
Declared Emergency Date: 7/10/2023
Hire/Assignment Date: 7/10/2023
Summary of Recruitment Efforts: The school recruited through the newspaper, word-of-mouth, district website, neighboring district administration and contacted retirees.

Mountain View School District #244

14. **Applicant Name:** Edward Simmons
Certificate: Provisional
Endorsement(s): All Subjects K-8, Health (6-12), Physical Education (6-12)
College Training: 200 credits
Declared Emergency Date: 12/21/2023
Hire/Assignment Date: 2021
Summary of Recruitment Efforts: Third provisional request. The school continues to struggle with filling hard-to-fill positions. Mr. Simmons has continued to make progress towards his degree. Upon completion of his degree, he will be enrolling in a certification program. Evaluations have been included by the district to showcase the need to keep Mr. Simmons.

Jerome Joint School District #261

15. **Applicant Name:** Sara Bateman
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 55 credits
Declared Emergency Date: 11/28/2023

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Hire/Assignment Date: 8/1/2023

Summary of Recruitment Efforts: Candidate is not eligible for the Alternative Authorization due to the student teaching timeframe. The candidate must be student teaching in the authorized year of the Alternative Authorization. Her plan from the university states she will be student teaching in 2025, making her ineligible for the Alternative Authorization during the 23-24 school year. The school is requesting an Emergency Provisional.

Dietrich School District #314

16. **Applicant Name:** Steven Shaw

Certificate: Provisional

Endorsement(s): Natural Science (6-12)

College Training: BA

Declared Emergency Date: 8/7/2023

Hire/Assignment Date: 8/7/2023

Summary of Recruitment Efforts: Position was opened and posted on July 17th, 2023 on website and several other job recruiting sites due to death of a staff member. Multiple colleges were contacted for possible candidates. Due to the late nature of the opening, the applicant was interviewed and hired August 7th to give time for the candidate to place a two week notice at their present job and to be able to start teaching one week after school started.

Minidoka County School District #331

17. **Applicant Name:** Kayley Jasso

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: AA

Declared Emergency Date: 10/16/2023

Hire/Assignment Date: 12/1/2023

Summary of Recruitment Efforts: The position was posted on district website and job boards.

Lewiston Independent School District #340

18. **Applicant Name:** Deven Maddy

Certificate: Provisional

Endorsement(s): Mathematics (6-12)

College Training: 86 credits

Declared Emergency Date: 8/2022

Hire/Assignment Date: 8/2022

Summary of Recruitment Efforts: Second provisional request. The district was under the impression Mr. Maddy would be completing his student teaching and degree by Spring of 2023. The candidate must be student teaching in the authorized year of the Alternative Authorization. His plan states he will not be completing his student teaching until Fall of 2024, making him ineligible for the Alternative Authorization during the 23-24 school year.

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Homedale Joint School District #370

19. **Applicant Name:** Evonne McGuire
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 53 credits
Declared Emergency Date: 12/11/2023
Hire/Assignment Date: 8/15/2022
Summary of Recruitment Efforts: Second provisional request. Evonne is not student teaching until Fall of 2024, making her ineligible for the Alternative Authorization during the 23-24 school year.

Wallace School District #393

20. **Applicant Name:** Bobbi-Jo Bighill
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 114 credits
Declared Emergency Date: 8/28/2023
Hire/Assignment Date: 8/28/2023
Summary of Recruitment Efforts: The 23-24 school year certified openings were posted to the district website, Indeed, IASA website, and the Idaho Department of Labor. The hired candidate is currently working towards her degree, but does not quite qualify for an Alternative Authorization since she is not currently enrolled in a certification program. The remaining candidates were hired by the district or declined the offer.

Teton School District #401

21. **Applicant Name:** Adrianna Green
Endorsement(s): All Subjects K-8
College Training: 97 credits
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/4/2023
Summary of Recruitment Efforts: Second provisional request. Currently enrolled to complete bachelor's degree. Completed 33 credits between Fall 2022-Summer 2023. School posted on multiple recruitment websites.

Twin Falls School District #411

22. **Applicant Name:** Dawn McClung
Certificate: Provisional
Endorsement(s): Mathematics (6-12)
College Training: BA
Declared Emergency Date: 10/3/2023
Hire/Assignment Date: 11/6/2023
Summary of Recruitment Efforts: Second provisional request. Dawn is not currently enrolled in a program, but does have a degree in Engineering. The school is finding innovative ways for test preparation. In lieu of putting students in a study hall for learning gaps, the principal is creating a position for Dawn so these students can learn from a teacher with an engineering

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background who is familiar with the Math curriculum.

Kimberly School District #414

23. **Applicant Name:** Kelli Paulsen
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 94 credits
Declared Emergency Date: 11/14/2023
Hire/Assignment Date: 10/20/2023
Summary of Recruitment Efforts: The position was put on social media, district website and educational website.

Murtaugh School District #418

24. **Applicant Name:** Guadalupe Alvarez
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: BA
Declared Emergency Date: 11/14/2023
Hire/Assignment Date: 11/14/2023
Summary of Recruitment Efforts: Currently enrolled in a program not related to elementary teaching. The school attempted to hire before the start of the school year, but did not have any applicants. The class size is too large. Ms. Alvarez is able to complete this year, but nothing beyond.

Weiser School District #431

25. **Applicant Name:** Nicolette Pulido
Endorsement(s): All Subjects K-8
College Training: 82 credits
Declared Emergency Date: 8/14/2023
Hire/Assignment Date: 8/15/2023
Summary of Recruitment Efforts: In August, a staff vacancy happened due to a certified staff taking a position at another school in the district. This position has been advertised since July 1st. The additional ELA/Reading position was filled with an instructor in their final year of their teacher education program through Western Governor's University. The current candidate was hired with the understanding it was for a one-year provisional.

Treasure Valley Classical Academy #532

26. **Applicant Name:** Candace Christy
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 55 credits
Declared Emergency Date: 7/18/2023
Hire/Assignment Date: 7/18/2023
Summary of Recruitment Efforts: The TVCA Board of Directors has declared an emergency vacancy for the position of first-grade teacher, as the school's extensive recruitment efforts, which included school website and

CONSENT
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newsletter advertisement, school leadership out-of-state recruitment travel, interviews of local candidates, and school hosting and interviews of visiting out-of-state candidates. These attempts were unsuccessful.

IMPACT

If the Board approves the request, the Idaho Department of Education will be authorized to issue emergency provisional certificates to the qualifying candidates. An emergency provisional certificate is effective for one (1) year. No financial penalties will be assessed to the LEA while an emergency provisional certificate is in effect.

If the Board does not approve the request, the Idaho Department of Education will not be authorized to issue the requested emergency provisional certificates. The school district would be required to pursue other hiring options and may face financial impact.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff verified that each candidate has completed at least two years of college training and that the school district declared a hiring emergency. All candidates have been hired by a LEA as teachers for the 2023-2024 school year. Candidates that have already completed a baccalaureate degree or higher are not eligible to apply through another pathway.

Staff recommends that the Board authorize the Idaho Department of Education to issue one-year provisional certificates for candidates 1-26 as presented above.

BOARD ACTION

I move to authorize the Idaho Department of Education to issue emergency provisional standard instructional certificates for candidates 1-26 as presented above, effective for the 2023-2024 school year only, and pending a cleared background check.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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PROFESSIONAL STANDARDS COMMISSION

SUBJECT

Adoption of Educational Testing Service Paraprofessional Assessment Qualifying Score

REFERENCE

February 2021	State Board of Education (Board) accepted the Professional Standards Commission recommendation to approve Praxis II assessments and Idaho cut scores
April 2022	Board accepted the Professional Standards Commission recommendation to approve proposed Praxis II assessments and Idaho cut scores.
December 2022	Board accepted the Professional Standards Commission recommendation to approve proposed Praxis II assessments and Idaho cut scores.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1258, Idaho Code
Idaho Administrative Code, IDAPA 08.02.02.007.10 – Definitions, Paraprofessional

BACKGROUND/DISCUSSION

To work in a public school as classified paraprofessional staff, an individual must have a high school diploma or general equivalency diploma and have completed two or more years of study at an accredited postsecondary educational institution or demonstrate through a State Board-approved academic assessment the knowledge of, and ability to assist in, instructing or preparing students to be instructed in the academic areas in which they're providing support (IDAPA 08.02.02.007.10). The support provided by classified paraprofessional staff is essential to the success of students and teachers in Idaho's public schools.

At the December 7-8, 2023, meeting of the Professional Standards Commission (Commission), the Commission considered two (2) agenda items regarding the State Board-approved academic assessment of paraprofessional staff. The first agenda item proposed the recommendation of an alternate paraprofessional assessment, developed by Boise School District #1. This alternate assessment was approved by the Board at its December 13, 2023, meeting. The second agenda item proposed the adoption of a lower qualifying score for the State Board-approved academic assessment, the Educational Testing Service (ETS) ParaPro Assessment.

Lisa Colón Durham from ETS provided a presentation on the ParaPro Assessment to the Commission's Recommendations Committee. In 2002, Idaho participated in a standard-setting study for the ETS ParaPro Assessment, and Idaho adopted the

CONSENT
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recommended qualifying score of 460, effective 2003. The qualifying score of the ParaPro Assessment differs from state to state, and several states have worked with ETS to utilize standard errors of measurement (SEM) to potentially allow more test takers to pass the assessment. The surrounding states of Washington, Oregon, and Nevada have each adopted a qualifying score lower than 460 on the ParaPro Assessment.

The Commission recommends that the Idaho qualifying score for the ParaPro Assessment be reduced by one (1) SEM, from 460 to 457. According to the research provided by ETS, this qualifying score reduction may increase the Idaho pass rate by over 5%.

IMPACT

Decreasing the qualifying score of the ETS ParaPro Assessment from 460 to 457 may reduce barriers to employment for those desiring to serve students in a paraprofessional capacity.

ATTACHMENTS

Attachment 1 – ETS Presentation

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The Professional Standards Commission has conducted a thorough review of the material. Board staff supports approval of the recommended change in cut score.

BOARD ACTION

I move to approve the request by the Professional Standards Commission to reduce the qualifying score of the Educational Testing Service ParaPro Assessment from 460 to 457.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



ParaPro Assessment

Idaho Professional Standards Commission

Lisa Colón Durham

Director, Educational Partnerships

December 7, 2023

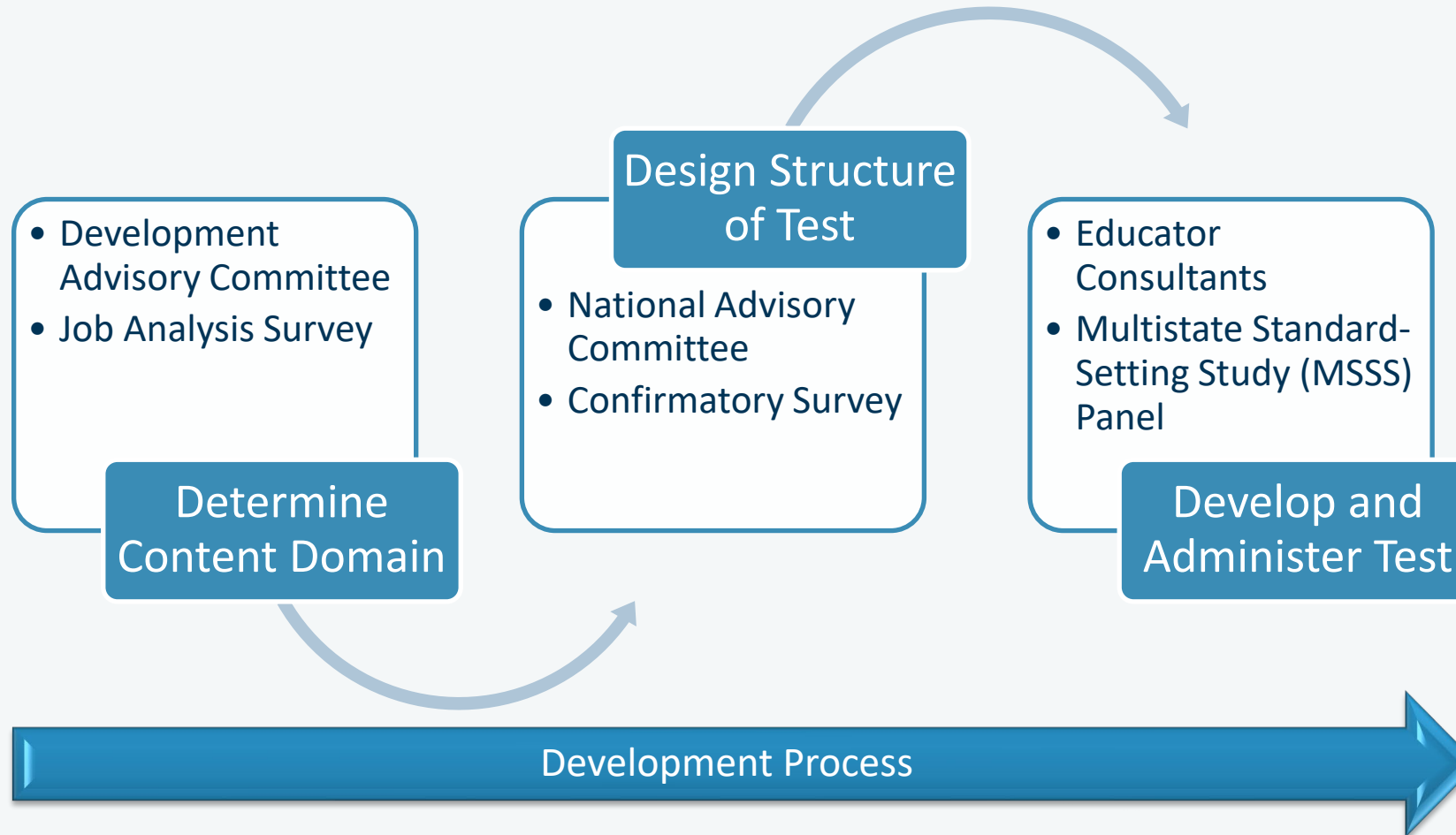


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From Design through Implementation



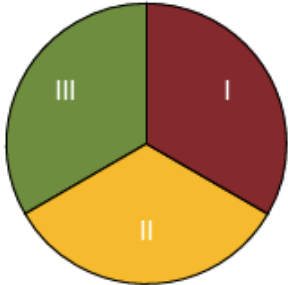
Practicing educators involved throughout the process

Test at a Glance

1. Learn About Your Test

Learn about the specific test you will be taking

ParaPro Assessment (1755)

Test at a Glance			
Test Name	ParaPro Assessment		
Test Codes	1755		
Time	2.5 hours		
Number of Questions	90		
Format	Selected-response questions; use of a calculator is not permitted		
Test Delivery	Computer delivered		
	Content Categories	Approximate Number of Questions	Approximate Percentage of Examination
	I. Reading	30	33 $\frac{1}{3}$ %
	II. Mathematics	30	33 $\frac{1}{3}$ %
	III. Writing	30	33 $\frac{1}{3}$ %



Administration Options

- Test Center
- At Home Testing
- Internet Based Testing (IBT) – School District
 - School districts are still able to administer the ParaPro

A new platform is currently being developed and school districts will still be able to administer ParaPro within the school district rather than having to send potential paraprofessionals to At Home Testing or Testing Centers.



Standard Setting Study



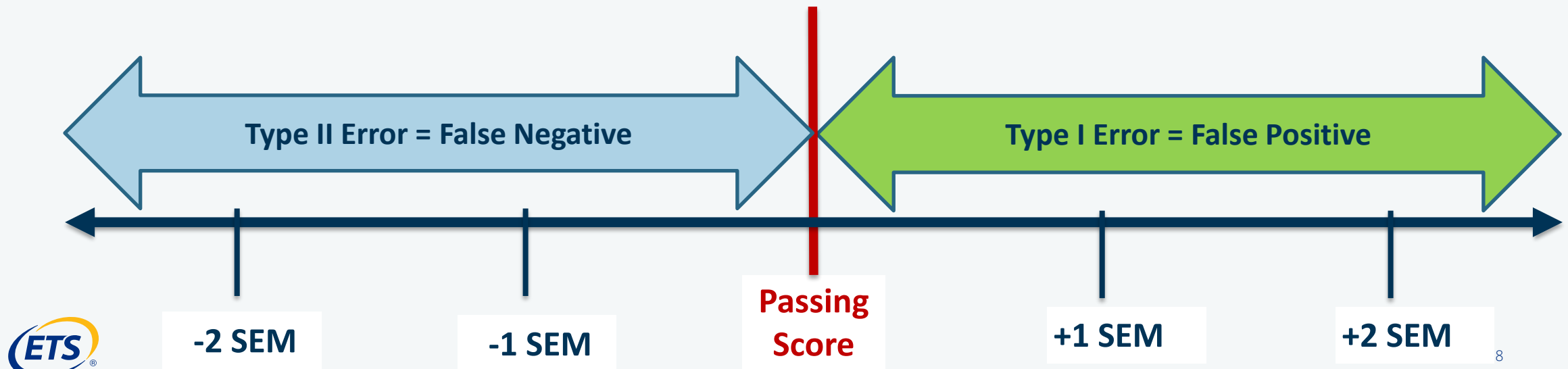
- Idaho participated in a standard setting study with Nevada and Utah in November 2002.
- The recommended cut score was 460.
- Idaho set the passing score at 460 as of January 6, 2003.

What is the SEM and how is SEM used?

- The Standard Error of Measurement (SEM) is a way to determine how well a test is measuring what it is intended to measure.
 - The smaller the SEM, the better
 - The SEM for ParaPro is 3.5
- The SEM is used to create confidence intervals around a cut score.
- It provides guidance to policymakers who may want to adopt a score that is different from the existing or proposed cut score.
- Several states have been working with ETS in the utilization of -1SEM and -2SEM to potentially allow more test takers to pass the assessment.

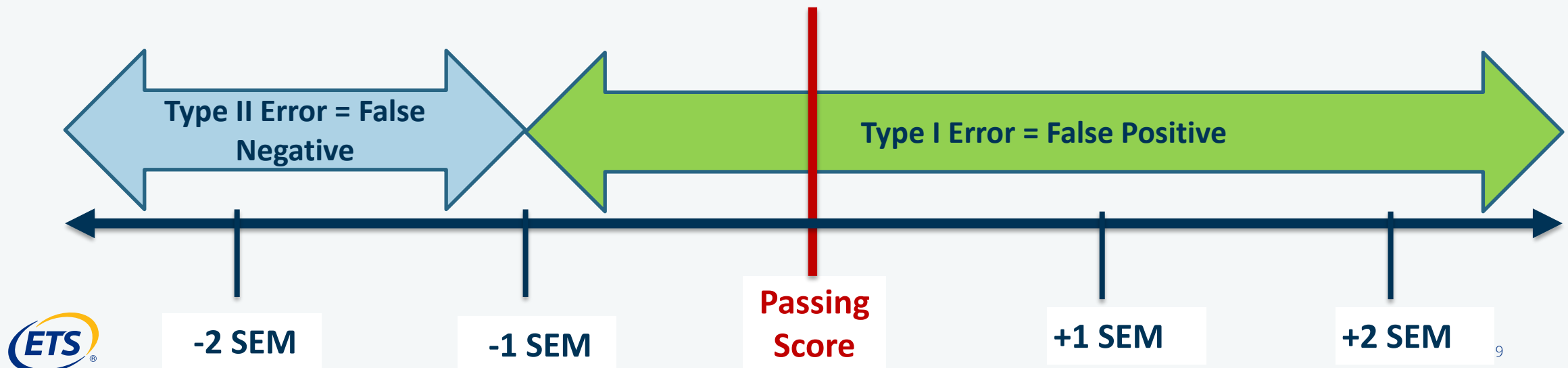
Using SEM when adopting/adjusting scores

- Regardless of where the score is set, there will always be a chance for Type I and Type II errors.
 - Type I Error is when someone earns the passing score but is not qualified (i.e., false positive).
 - Type II Error is when someone does not earn the passing score but is qualified (i.e., false negative).



Using SEM when adopting/adjusting scores

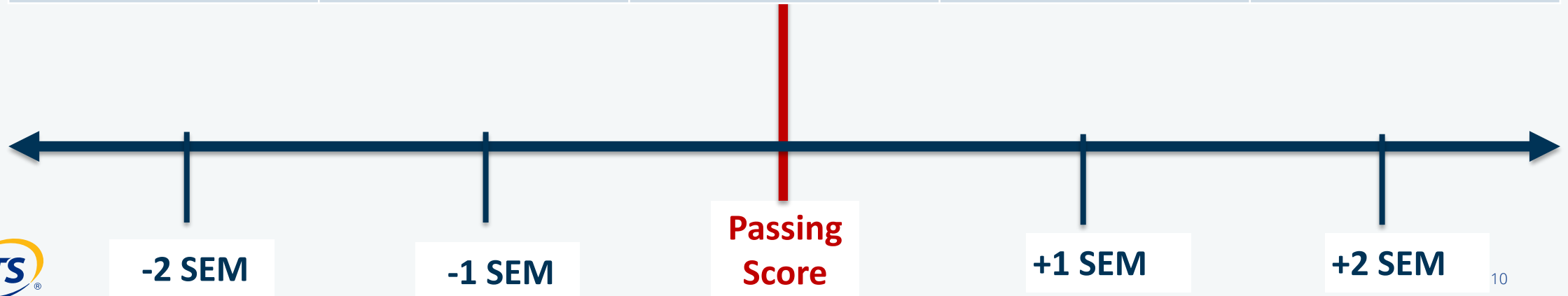
- Since there will always be a chance for false positives and false negatives, adopting a score at -1 SEM is a way to decrease the chance of false negatives (people who have the abilities needed but didn't demonstrate it by meeting the recommended passing score). It also, increases the chance of false positives (people who met the score but don't actually have the ability).



Standard Error of Measurement

ParaPro Assessment

-2 SEM	-1 SEM	Passing Score	+1 SEM	+2 SEM
453	457	460	464	467



National Pass Rates

Year Sep 1 – Aug 31	Number of Test Takers	Idaho -1 SEM (457)	Idaho Passing Score	Difference
		% Pass	% Pass	
2022-2023	35,930	80.38%	74.46%	5.92%
2021-2022	33,301	81.88%	76.46%	5.42%
2020-2021	22,947	84.78%	79.66%	5.12%
2019-2020	20,709	84.47%	79.49%	4.98%
2018-2019	32,010	85.01%	80.09%	4.92%

As of November 17, 2023

State/Province	Qualifying Score	State/Province	Qualifying Score	State/Province	Qualifying Score
Alaska	459	Louisiana	450	Ohio	456
Arizona	459	Maine	459	Oregon	455
Arkansas	457	Maryland	455	Rhode Island	461
Colorado	460	Massachusetts	464	South Carolina	456
Connecticut	457	Michigan	460	South Dakota	461
Delaware	459	Minnesota	460	Tennessee	456
District of Columbia	461	Nebraska	456	Utah	460
Hawaii	459	Nevada	455	Vermont	458
Idaho	460	New Hampshire	460	Virgin Islands	466
Illinois	460	New Jersey	456	Virginia	455
Indiana	460	New Mexico	457	Washington	455
Kansas	455	North Dakota	464	Wyoming	462



As of November 17, 2023

State/Province	Qualifying Score	State/Province	Qualifying Score	State/Province	Qualifying Score
Alaska	459	Louisiana	450	Ohio	456
Arizona	459	Maine		Oregon	455
Arkansas	457	Maryland		Rhode Island	461
Colorado	460	Massachusetts	464	South Dakota	456
Connecticut	459	Michigan	460	Tennessee	456
District of Columbia	461	Minnesota	460	Utah	460
Hawaii	459	Nebraska	456	Vermont	458
Idaho	460	Nevada	455	Virgin Islands	466
Illinois	460	New Hampshire	460	Virginia	455
Indiana	460	New Jersey	456	Washington	455
Kansas	455	New Mexico	457	Wyoming	462
		North Dakota	464		

Cut scores range from 450 to 466

Three of the states surrounding Idaho adopted a passing score of 455



As of November 17, 2023

Qualifying Score	States	Number
450	Louisiana	1
455	Kansas, Maryland, Nevada, Oregon, Virginia, Washington	6
456	Nebraska, New Jersey, Ohio, South Carolina, Tennessee	5
457	Arkansas, Connecticut, New Mexico	3
458	Vermont	1
459	Alaska, Arizona, Delaware, Hawaii, Maine	5
460	Colorado, Idaho, Illinois, Indiana, Michigan, Minnesota, New Hampshire, Utah	8
461	District of Columbia, Rhode Island, South Dakota	3
462	Wyoming	1
464	Massachusetts, North Dakota	2
466	Virgin Islands	1



Thank you!

