I. Call to Order

II. Approval of Minutes (Vote)
   • Minutes of the 2020-2021 Faculty Senate Meeting #29 (May 4, 2021) Attach. #1
   • Minutes of the 2020-2021 Faculty Senate Meeting #2 (May 4, 2021) Attach. #2

III. Consent Agenda (Vote)
   •

IV. Chair’s Report

V. Provost’s Report

VI. Committee Reports
   • Faculty Affairs (Vote)
   • Sabbatical Committee (Vote)
   • University Curriculum Committee (Vote)
   • Committee on Committees (Vote)

VII. Other Announcements and Communications
   • 3500 - Lapse of emergency action
   • Learning management system discussion – (Torrey Lawrence) Poll 1 and Attach. #3
   • FSH 6100, Title IX Sexual Harassment – (Erin Agidius) Poll 2 Attach. #4
   • SBOE Academic freedom and diversity policy discussion – (Russ Meeuf) Poll 3/4 and Attach. #5
   • *APM 05.08 University vehicle use policy Attach. #6
   • *APM 70.02 Travel policy Attach. #7

VIII. Special Orders

IX. New Business

X. Adjournment
Attachments:

- **Attach. #1**: Minutes of the 2020-2021 Faculty Senate Meeting #29
- **Attach. #2**: Minutes of the 2020-2021 Faculty Senate Meeting #2
- **Attach. #3**: Discuss: Learning management system
- **Attach. #4**: FSH 6100, Title IX Sexual Harassment
- **Attach. #5**: Discuss: SBOE Academic freedom and diversity policy
- **Attach. #6**: APM 05.08 University vehicle use policy
- **Attach. #7**: APM 70.02 Travel policy

* Changes to the Administrative Procedures Manual (APM): Please forward any questions or comments directly to both the policy coordinator at ui-policy@uidaho.edu and to the policy originator (listed on the cover sheet) within five working days of the senate meeting at which the APM item is presented.
2021 – 2022 Faculty Senate – Pending Approval

Meeting # 2

Tuesday, May 4, 2020, 4:30 pm – 5:00 pm

Zoom only

Present: Becker, Bridges, Chapman, Hickman, Ogborn, Mittelstaedt, Hickman, Gauthier, Thorne, Lee-Painter, McIntosh, Rinker, Roberson, Meeuf, Paul, Quinnett, Sammarruca (w/o vote), Rashed, Schwarzlaender, A. Smith, R. Smith, Tenuto, Torrey Lawrence (w/o vote), Wargo
Absent: Ahmadzadeh (excused,) Fairley (excused), Hoffman

Provost Lawrence called the meeting to order at 4:39 pm.

The only agenda item for this meeting is the election of the 2021-22 Faculty Senate Chair and Vice-Chair. The candidates are:
- Russ Meeuf (for the position of chair)
- Kelly Quinnett and Alistair Smith (for the position of vice chair)

Provost Lawrence asked whether there were additional nominations. There were none.

Each candidate gave brief remarks about themselves and their leadership goals and strategies.

The survey was launched.

Provost Lawrence read the results of the vote:
The 2021-22 Faculty Senate Chair and Vice Chair are: Russ Meeuf and Alistair Smith.

Adjournment:
The agenda being completed, the meeting was adjourned at 4:54 pm.

Respectfully Submitted,

 Francesca Sammarruca
Secretary of the University Faculty & Secretary to Faculty Senate
2020 – 2021 Faculty Senate – Pending Approval
Meeting # 29
Tuesday, May 4, 2021, 3:30 pm – 4:30 pm
Zoom only

Present: Attinger, Brantz, Bridges, Carter, Carney, Chapman, Dezzani, Hickman, Keim, Kirchmeier (Chair), Fairley, Torrey Lawrence (w/o vote), Lee-Painter, McIntosh, McKellar, Meeuf (Vice-Chair), Paul, Quinnett, Raja, Rashed, Rinker, Rose, Sammarruca (w/o vote), Schwarzlaender, A. Smith, R. Smith, Tibbals, Tenuto, Wargo, Powell (proxy for Ahmadzadeh)
Absent: Ahmadzadeh (excused), Fairley (excused), Krishnan, Rose
Also present: 2021-22 Senators Becker, Gauthier, Mittelstaedt, Ogborn, Roberson, Thorne

Guest Presenters: Ann Abbott, Suzie Ball, Ryan Pipal, Sean Quinlan

Call to Order: Chair Kirchmeier called the meeting to order at 3:30 pm.

Approval of Minutes (vote):
- Minutes of the 2020-21 Meeting #28 – Attach. #1
  The minutes of the 2020-21 Meeting #28 were approved as distributed.

Consent agenda:
- Sabbatical recommendations for AY 2022-23 – Attach. #2
  There were no objections to the adoption of the consent agenda.

Chair’s Report:
- There is an error in the binder: attachment #3 is to be disregarded.
- Reminder: Today’s meeting for the 2020-2021 Faculty Senate is an hour long because the 2021-2022 Senate will meet for the second time at 4:30 pm to vote on leadership positions.
- Summer plans for Senate: The 2020-2021 Faculty Senate remains active through the summer, although we do not meet. The 2021-2022 Faculty Senate begins with the fall term. FSH 1580 Article VII describes the executive committee, which can act for the Senate on emergency matters when the Senate is not in regular session for a period of more than two weeks and a quorum cannot easily be convened. The executive committee is made up of members of the senate who are present at a meeting called with no less than 36 hours’ written or oral notice. Seven voting members of the senate constitute a quorum for meetings of the executive committee. Either President Green or his designee, the 2020-21 vice-chair (Russ) or the 2020-21 chair (Barb) can call a meeting of the executive committee during the summer with at least 36 hours’ notice. Sometimes, Faculty Senate Leadership (FSL) is called on during the summer to represent faculty voice at university-level meetings. The Faculty Senate leadership team does not like to make decisions without consulting members of faculty senate to ensure as broad a voice as possible. Therefore, the team has asked senators to comment on emergency action items this year. FSL will continue to do this in two ways during the summer: 1. Reaching out via email and asking for feedback on issues as they arise. Every attempt will be made to give senators time to respond to emails, but sometimes very time-sensitive decisions must be made, in which case the comment period may remain open for a short time. 2. Calling a meeting of the
executive committee. Even though most faculty are off contract during the summer, members of Faculty Senate are asked to check their email regularly to look for messages from the FSL team seeking senate input on important matters.

• Reminders:
  o The final University Faculty Meeting of the year will be held via Zoom, tomorrow, May 5, from 2:30-4:00 pm
  o CETL’s 2021 Celebration of Collaboration is Thursday, May 6 from 3:00-5:00 pm

Please help us spread the word about upcoming deadlines by sharing with your colleagues.

The Secretary expressed gratitude and appreciation to the 2020-21 Senate Chair Barb Kirchmeier for her dedication and excellent leadership.

Provost’s Report:
• COVID testing update: 2.64% of the 454 tests done last week were positive. Currently two students are in supported isolation and four are in supported quarantine.
• Proposals for the VIP project are due Thursday, May 13. They are submitted to the Provost.
• The State of the University Address will be released on video – rather than live – so that it can be more easily available to our external partners and alumni. A live Q&A session will follow next Monday at 3 pm.
• The Provost thanked outgoing Chair Kirchmeier for doing an amazing job during a challenging year, and presented her with a gift.

There were no questions for the Provost.

Announcements and Communications:
• Vandal Gateway Program (VGP) Updates – Sean Quinlan, Suzie Ball, Ryan Pipal, Ann Abbott, and Chair Kirchmeier briefly reviewed how the program came to be. In spring 2020, Senate passed a resolution to support VGP temporarily and asked to receive a report about the program every semester. Gateway coordinator Suzie Ball, dean of CLASS Sean Quinlan, acting director of Polya and Gateway instructor Ann Abbott, and Gateway student Ryan Pipal, will talk about the program.

Sean Quinlan started a presentation. VGP was conceived last year as a cohort-based academic support program over two or three semesters, focused on General Education courses and based on high-impact mentoring, coaching, and advising services. The idea originated from SEM. Direct admission would target students with GPA between 2.3 and 2.59 and a combined SAT/ACT matrix. For the first year cohort, 100 students was the aspirational number. Students would initially register as BGS majors and, ideally, find their path with the help of academic counseling and advising. A major goal was to open doors for students from underrepresented populations and provide broader access to higher education, consistent with our land-grant mission.

Concerns were raised over the direct admission process. An emergency policy enacted by the President in summer 2020 allowed for matriculation in 2020-21. The program was moved to CLASS, in collaboration with COS. Suzie Ball was hired in August 2020, at which time 19 students entered the program for the fall. Two VGP students made the Dean’s List in the fall. There were probation and disqualification instances, but the persistence rate from fall to spring was 74%. 18 students expected to finish the program. Overall, Gateway students have done very well. At
the end of this semester, the average GPA for Gateway students is expected to be about 2.0, to be compared with the average GPA of 1.77 for students admitted with GPA between 2.6 and 3.0.

The expenditures for FY21 amount to $114,245 – 22% of which is in fringe. The program delivered considerably under budget. Going forward, two possible pathways have been identified. The first would entail working with denied students within the previously suggested GPA range, with no direct admission – the students will be referred to the Admission Committee. Within this pathway, the GPA range would remain between 2.3 and 2.59. Gateway will work with SEM on coordinated communication and marketing strategies, assisting students through the appeal process and making sure they are informed about the options and resources available to them. The Admission Committee would refer accepted students to the Gateway program. Within the second pathway, there would be recruitment of admitted BGS majors within some specified GPA range, and coordinated recruiting strategies for both applicants and admitted students. The GPA range would be between 2.6 and 3.0, in anticipation of students who may have enhanced academic support needs after the pandemic. As part of university-wide retention efforts, first-disqualification students would be referred to VGP for help and to learn about probation options. These retention efforts are in line with State Board policy III-R.c2 (which addresses retention and disqualified or “slider” students). Future plans include: continuing collection of data and assessment of performance; recruiting students and refining programs as a retention tool; increasing collaboration with other programs across the university; and potentially, direct admission a few years down the road, when more data is available.

Ann Abbott described her experience with VGP as delightful and mind broadening. Having taught STAT153 to both VGP and non-VGP students, she is well positioned for making a natural comparison. She assigned a semester project to students in both sections and was amazed by the VGP students’ creative approach. Teaching the VGP section has opened her mind and made her an even stronger proponent of cohorting, which she has experienced since the first year in Polya. Gateway students are working hard and doing well, and are not requiring much more intervention than students in other sections.

VGP student Ryan Pipal spoke about his experience with the program. Due to low GPA, his application to the U of I was rejected. Because of health problems, he was not able to continue in his job. Later on, with encouragement from his family, he applied and was admitted into VGP, where he received strong support, both academically and emotionally. By the end of the semester, he was a perfect GPA student on the Dean’s List. Ryan emphasized the impact that VGP can have on students such as himself, who often “fall through the cracks,” because high school grades and test scores are not necessarily good predictors of success in college. Ryan concluded by reiterating his gratitude for an opportunity that changed his life.

Suzie Ball joined the conversation. She noted that Ryan is one of 19 stories of resilience and strength. Ryan was asked to speak to Faculty Senate because he has become a leader within VGP. He helps other students academically and works to strengthen the sense of community within the program. Perhaps Gateway students do not realize the impact they have on one
another – they are engaged and creative and are making great strides, during a year that was challenging for all of us. Suzie Ball commented on the perseverance and endurance she observed in these students. The program is definitely making a difference for them. The students in this particular cohort are expected to return in the fall. To address the concerns that VGP may lower academic standards, she noted that, on the contrary, the bar has been raised for students as a whole. Gateway students are thinking of peer-led VGP leadership – the program is bridging real life with the classroom. They expect to have data to present in a few years. Suzie Ball and Sean Quinlan thanked everyone for their support and welcomed questions.

A Senator recalled earlier concerns about the ability to provide appropriate services and support to the students, such as tutoring and mental health: were there any issues related to insufficient support? Suzie Ball replied that there had been no need for excessive resources. Gateway reached out to other Campus partners who were able to assist with academic coaching and mentoring. Advising and academic support was not a problem – the needed support was reasonable. There was a lot of one-on-one counseling and advising. They were able to operate within university resources. The Senator had a follow-up question about the ability to match Gateway with appropriate resources, as the program grows. Suzie Ball said that program needs are determined as students come in. So far, only 22% of their budget was spent. She expects the program to grow and resources to match the program growth as appropriate.

Sean Quinlan concluded the presentation emphasizing the intellectual, academic, and emotional challenges students are facing. The program aims at creating high-impact practices to ensure student success. It is important to help students with those challenges, including lasting effects from the pandemic. VGP has brought to the surface a number of issues which need to be addressed.

Chair Kirchmeier encouraged Senators to send questions by email. Faculty Senate looks forward to the next update. Moving on with the agenda, three potential emergency policies were presented to Faculty Senate for feedback.

- Emergency Policy: Extension Faculty External Review. Attach. #4
The Faculty Affairs Committee (FAC) supports the revisions to FSH 3500 D-2.e. and D-2.e.4. to require external review of outreach and extension, in addition to scholarly and creative activity. The request came from CALS. Because the next faculty meeting for approval of policy is in fall 2021, a temporary emergency policy is needed to bridge the gap.

Discussion:
A Senator was concerned about this policy changing expectations for faculty as compared to the expectations when they were hired. Could that create legal issues for the university? He suggested an “overlap” period of time, during which faculty can choose to go with the old or the new policy. General Counsel (GC) should advise. Vice provost Kelly-Riley confirmed that the policy will go to GC for review before being submitted to the President.

Another Senator expressed support for these changes and noted that clinical faculty have similar issues. Chair Kirchmeier replied that this is on FAC’s agenda for next year.
As a follow up to an earlier question, a Senator recalled a similar situation in his college, which was addressed by giving faculty the option to go by the old or the new rules for a certain period of time. Provost Lawrence added that expectations are not changed – only which items in the portfolio are externally reviewed. The “bar” does not change.

Result of the straw poll: 86% support rate.

- Emergency Policy: Exemption from External Review Requirements for NTT faculty with 5% or less of scholarly and creative activity. Attach. #4
FSH 3500 requires external review for promotion and tenure of all faculty with any percentage of scholarly and creative activity in their position description, including non-tenure track faculty with less than 5% allocated to scholarly and creative activities, which is very labor intensive. This temporary emergency policy is intended to bridge the gap until additional discussions can take place within colleges and units on how percentages are allocated.

Discussion:
In response to a question, it was clarified that 5% is intended to be an average over the promotion-and-tenure evaluation period.

Result of the straw poll: 95% support rate.

Emergency Policy: Withdrawal Credits. Attach. #5
This policy gives students the option to exclude W credits earned during specific terms. The purpose is to support students who had extenuating circumstances brought on by COVID-19. The item had been discussed two weeks earlier, when attachment #5 was brought to Senate. At that time, process-based concerns were raised about temporarily increasing the total number of W credits allowed by regulation C-4. Instead, the current proposal is to exclude W credits from selected terms – the Registrar has confirmed that such action is possible. However, W credits would not be expunged – they would still appear on the transcripts and be counted as attempted hours, but would not count for the total number allowed by C-4.

Discussion:
There was some discussion, including due to confusion about the (outdated) language in attachment #5. Chair Kirchmeier explained that the language in attachment #4 (“The number of credits that a student may withdraw from during his or her undergraduate career at U of I (C-4) is increased from 21 to 33 credits”) had not been updated to reflect the actual intent being discussed, which is: W credits earned during selected semesters do not count for regulation C-4. It was suggested to select spring, summer, and fall 2020. Withdrawal credits for those semester will not count for anybody – students do not need to request it. A Senator inquired about the possibility to include some explanatory comments in the transcripts. Registrar Lindsey Brown replied that, in some cases, transcript comments are possible, but regulation C-4 does not rise to that level.

Result of the straw poll: 83% support rate.
Adjournment:

Before adjourning, Chair Kirchmeier expressed deep gratitude to all Senators for their work and support. The meeting was adjourned at 4:38pm. The 2020-21 Senators were excused and the 2021-22 Senators remained for their closed session.

Respectfully Submitted,

Francesca Sammarruca
Secretary of the University Faculty & Secretary to Faculty Senate
To: Faculty Senate
From: Torrey Lawrence, Provost and Executive Vice President
Date: Aug. 24, 2021
Subject: Upcoming LMS Decision

As I shared at the retreat last week, UI must choose a new LMS and there are two options to consider. We can upgrade to an entirely new version of BBLearn or convert to Canvas. Continuing with our current software is not an option.

I appreciate the senate’s willingness to make a recommendation about this situation at the meeting on Tuesday, Aug. 31. Please read the attached report. Here is an overview of points about this situation:

**Timeline:** A new system needs to be implemented for spring 2022. A decision must be made during the first week of September 2021 so planning, training, and course conversion can take place during Fall semester to prepare for launch in January 2022. ITS and CETL are ready to begin this work.

**Pilot:** Canvas pilots ran in summer 2021. The response was extremely positive from students and faculty. The new version of BBL is not currently available for pilots.

**Training and Support for Faculty:** ITS and CETL will be ready to begin training, course building with faculty, etc. in mid-September. A new course designer has been hired to assist with course development and LMS conversion.

**Statewide activity:** All colleges and universities in Idaho will participate in the state’s new Online Idaho system. That system will utilize Canvas as the LMS. State funding has been provided for our current use and prices are competitive because of a multi-institution contract. There is a desire for all institutions to use a common LMS so the student experience is consistent.

We created a [survey tool](#) to capture faculty feedback about our LMS options. If you direct faculty to this, please ask them to complete the survey by **1:00 pm, Monday, Aug. 30**, so the feedback can be shared with senate before the meeting on Aug. 31. Please share this memo and the attached report for background information.
Executive Summary

Introduction
The University of Idaho has an opportunity to use the Canvas Learning Management System (LMS) at no cost through Summer 2023, due to an Idaho State Board of Education (SBOE) decision to pay for the use of Canvas LMS state-wide. A pilot project was conducted between January and July 2021 to evaluate the feasibility of transitioning to Canvas from the current LMS, Blackboard.

Process
The Canvas LMS pilot, which was open to all faculty, allowed them to gain exposure to Canvas and solicited feedback on whether Canvas meets their LMS needs. The pilot also allowed faculty to instruct Summer 2021 courses using Canvas if they elected to do so. The results of the pilot and feedback are summarized in this recommendation document, with the aim of facilitating a decision by relevant University of Idaho leadership.

Recommendation
The pilot project team recommends that University of Idaho implement Canvas LMS as a replacement for Blackboard. This recommendation is supported by positive feedback from faculty and students collected throughout the pilot and from CETL, ITS, and the Registrar’s Office experiences. Implementing the Canvas LMS platform is expected to enhance instruction on campus and remotely, facilitate collaboration among institutions, and support development of education opportunities through Dual Credit and Idaho Online programs.

Cost savings of proceeding with Canvas instead of Blackboard is estimated at $287,088 by Fiscal Year 2026. Savings will be realized starting in Fiscal Year 2023 and continue to increase year-over-year. Total known 5-year costs to proceed with Canvas is $951,089. These costs are outlined in detail on Page 9.

Timeline for Recommendation

- August 9 to September 10, 2021 – Provost obtains feedback from Faculty & makes decision
- August 23, 2021 – initiate transfer of relevant course content from Blackboard into Canvas
- Fall 2021 semester – all courses will be taught in Blackboard (i.e. no instruction in Canvas)
- By September 13, 2021 – send a university-wide communication regarding decision on LMS
- September 13, 2021 – transfer of relevant course content into Canvas completed
- September 13 to December 17, 2021 – faculty work to ensure their Spring 2022 courses are ready be taught in Canvas, with assistance from CETL
- Spring 2022 semester – all courses will be taught in the Canvas LMS
Rationale, Justification, & Supporting Perspectives

Introduction
The pilot aimed to collect faculty input on Canvas and determine if there were significant obstacles (technology or efficacy based) to adopting it as the university LMS. It was not a direct comparison between Blackboard and Canvas. The pilot results herein convey the feasibility of transitioning to Canvas and demonstrate that no insurmountable obstacles were identified by those involved.

State of Idaho & Other Education Institutions
- During summer 2020, the Idaho State Board of Education (SBOE) began the Idaho Online Initiative. This has been an effort to consolidate online courses offered through Idaho’s eight public postsecondary schools, to streamline pathways to degrees and certificates, and improve digital learning infrastructure. As part of this effort, the Idaho SBOE selected Canvas as its LMS.
- Locally, the Moscow School District adopted Canvas as its LMS.
- Within our state, almost all two-year and four-year public institutions have either adopted Canvas or are considering adopting Canvas as their LMS.

University of Idaho “Online Education working group”
- In spring 2020, President Green created a working group to examine how the University of Idaho could move rapidly into the online course and program delivery market. The technology support and infrastructure sub-group recommended the following as part of their overall plan:
  - “Adopt the Canvas Learning Management System (LMS) which will be supported initially by the SBOE and develop training and transition plans from the Blackboard platform.”

LMS Market Trends
Canvas continues to expand market share as an LMS for higher education institutions nationwide, as shown by the two graphs below (continued on next page):
University of Idaho Canvas Pilot

Overview
- Faculty were asked to provide feedback on Canvas features, their experience migrating to Canvas, what support is needed during migration, and any recommended practices for teaching effectively with Canvas.
- Spring 2021 Canvas Pilot: 58 faculty from nine colleges (CAA, CALS, CBE, CLASS, CNR, EHHS, ENGR, LAW, SCI) participated in "getting to know" Canvas, experimenting with its key features, and providing feedback about their experience.
- Summer 2021 Canvas Pilot: 20 faculty from six colleges (CAA, CBE, CLASS, CNR, EHHS, LAW) went on to teach 23 summer courses in Canvas to a total of 312 students.

Background and Context
At the request of the Provost and Vice Provost for Academic Initiatives, the Center for Excellence in Teaching and Learning (CETL) designed a Canvas Pilot to solicit faculty input on the Canvas Learning Management System and to inform the University of Idaho’s decision to adopt Canvas as part of the Idaho State Board of Education’s Online Idaho initiative. Using a two-stage design, the pilot was scaffolded over the spring and summer of 2021. The goal of the first stage (spring) was to assess faculty experiences with Canvas’s core functions and features. The goal of the second stage was to investigate and gather feedback on faculty and student experiences using Canvas as the LMS for live classes during the summer.

On February 10, 2021, CETL issued a university-wide call for faculty to participate in the Canvas Pilot program. CETL also enrolled faculty who expressed an interest in participating via email or through direct correspondences with CETL staff members. Combined, CETL was able to attract 58 active participants from all ranks and representing all colleges at the University of Idaho.
Spring Pilot: Process, Goals, and Results

The spring pilot was largely instructional. Faculty were guided through a well-developed process of gaining exposure to, and then experimenting with key features and functions of the Canvas learning management system. It was designed to walk faculty through the process of migrating online content from Blackboard into Canvas and then to gain familiarity with, and feedback on, the following tools: Pages, Modules, Home Page, Syllabus, Announcements, Discussions, Assignments, Tests, and the Grade Book. The pilot was designed to gather feedback in real time (as each module was completed) and overall.

During the Spring pilot, participants consistently reported that Canvas was intuitive, easy to use, and provided useful help pages and videos. Participants further indicated a preference for Canvas’s modern interface, logical structure, tool functions, and efficiency. In short, and as evidenced in the faculty testimonials, the pilots agreed that Canvas could both improve and economize their instructional effort. All participants who volunteered a response indicated they favored a move from Blackboard to Canvas.

Summer Pilot: Process, Goals, and Results

As one of our primary interests lies in the teaching and learning experience, CETL continued the pilot in live classes through the summer of 2021. CETL desired feedback from instructors and students using Canvas in face-to-face and fully online classes. Twenty faculty members piloted Canvas in their summer classes and CETL gathered feedback on the teaching and learning experience. From the information shared with us, students and faculty alike reported a preference for Canvas. Both populations appreciated the “clean” look and feel of the product, its ease of use, its familiarity to students entering the U of I from area high schools, and its adaptability to technology-enhanced teaching and learning.

One faculty participant with expertise in both educational technology and pedagogy indicated:

“With Canvas, I’m able to easily connect and present a variety of media and resources to my students. Whether it’s a page I created, video clip, selected reading, Flipgrid reflection, or some other web resource, the Modules help me organize and facilitate an engaging learning experience”.

One of the faculty’s students, who has experience as both an instructor and a student with Blackboard and Canvas, added:

“I have been using Canvas for almost a year now, first as a parent helping my 3rd grader who is a student in the Moscow School District and now a doctoral student in a Canvas pilot course this summer. I appreciate the user-friendliness of Canvas. It’s clean, easy to navigate, and the modules are easy to keep track of. I have been both an instructor and a student in Blackboard since 2006 and I have to say, I think Canvas is far a superior platform from the student perspective. The best part of Canvas so far is when I submitted my first assignment, I got a burst of virtual confetti, just like my 3rd grader did when he submitted his assignments. It was an instant little burst of encouragement”.

From an engaged learning perspective, it is important to recognize the value of experiences like these, for they reveal critical dimensions of genuinely engaged learning opportunities that are positively associated with student success.
Survey Feedback

CETL created brief surveys on the tools listed above as well as on participants’ overall experience in Canvas. For each tool, participants were asked to rate its ease of use along a five-point scale, ranging from very difficult to very easy. Participants were also given the opportunity to provide an open-ended narrative response in each of the surveys.

Faculty responses were consistently positive, especially regarding Canvas’s ease of use. On virtually all items, our survey results categorically identify Canvas as either good or very good, and faculty overwhelmingly recommend the adoption of the Canvas Learning Management System at the University of Idaho. Representative of the positive experiences of our faculty, in responses to the question “What else would you like us to know about your experiences with Canvas?”, pilots indicated:

- The interface was so intuitive! After my brief exposure to Canvas, I am already more confident using it than Blackboard.
- I think most of my struggles were just getting used to button placement.
- Canvas is so, so, so superior to Blackboard.
- I’ve just started teaching with Canvas, so I’m still neutral on discussion/tests, although setting up both types of activities was easy. I recommend going forward with Canvas...
- Having used Blackboard and Canvas, I believe Canvas to be a superior product, more robust, and much easier to use.
- I feel like it will clean up the courses that have too many items in them. Canvas provides an easier to use interface over Blackboard with drag-and-drop and native responsive design. The modules create an organized space for content, engagement, and collaboration without constricting the advanced course designer or providing “too many options” for the novice designer getting started.

Testimonial Responses

Across departments and colleges, the faculty pilots agree that Canvas provides superior functionality, ease of use, and a more logical interface for faculty and student engagement. As CETL was asked to focus on the experiences of the faculty in their own words, included here are select and representative testimonial responses from faculty, organized by college:

College of Agriculture and Life Sciences Pilot Participant Responses

- Canvas is relatively easy to use and troubleshoot. It easily integrates several different systems for online learning. The flow of the Canvas modules seems to be more appealing on the users end. It is easier for me as an instructor to know what it looks like. The discussion tool seems more like a social media wall, which is nice for being able to follow the student responses and where I’ve responded.
- Do you advise the UI to transition to Canvas? Yes. This should reduce the number systems for students to learn. In my opinion it is also very user friendly on the instructor side. I find using the instructions to work really well with Canvas where I don’t find that with Blackboard. Essentially, I think people need to know they can reach out to a hotline or set up a Zoom freely for advice and troubleshooting.
- My advice to other faculty? Not to be afraid of the new system. It is easier to pick up than Blackboard.
**College of Business and Economics Pilot Participant Responses**

- Positive experience, so far. The interface is certainly easier to use than I remember the first time I used Canvas. I like the drag and drop. GREAT user-interface. Very intuitive.

**College of Education, Health and Human Sciences Pilot Participant Responses**

- I have been both an instructor and a student in Blackboard since 2006 and I have to say, I think Canvas is far a superior platform from the student perspective.
- With Canvas, I’m able to easily connect and present a variety of media and resources to my students. Whether it’s a page I created, video clip, selected reading, Flipgrid reflection, or some other web resource, the Modules help me organize and facilitate an engaging learning experience.
- Canvas is much more intuitive to use than Blackboard and offers a lot of flexibility if one wants to personalize their course interfaces.
- I feel good about Canvas. The tyranny of the “newness” is diminishing. Feeling almost ready for prime-time. No significant issues in the use of modules and pages. Clear help documents. The discussion tool works well. No concerns. I found setting up assignments to be generally intuitive. No problems appeared.
- Overall, pretty positive experience with Canvas -- intuitive interface, lots of help available and YouTube for video talk-throughs. Pages and modules seem very simple to make. There isn’t a lot of easy/obvious ways to personalize or "jazz up" the interface, but those options DO exist, which is fantastic.
- I have been using Canvas for almost a year now, first as a parent helping my 3rd grader who is a student in the Moscow School District and now a doctoral student in a Canvas pilot course this summer. I appreciate the user-friendliness of Canvas. It’s clean, easy to navigate, and the modules are easy to keep track of. The best part of Canvas so far is when I submitted my first assignment, I got a burst of virtual confetti, just like my 3rd grader did when he submitted his assignments. It was an instant little burst of encouragement.
- I like the way the icons MOVE — the interface just feels smooth.
- Porting a class over to Canvas was very easy. Making a quiz was pretty straightforward. I like the drag and drop feel of the interface in general.
- **Do you advise the UI to transition to Canvas?** Yes. Everyone is making the shift. We need to join the rest of higher education in this change.
  
  **My advice to other faculty?** You will be glad you made the change to Canvas (after overcoming the shock of “new”.

**College of Engineering Pilot Participant Responses**

- I’m very happy with Canvas. I think it’s more intuitive to use than Blackboard and will be an easier transition for most of our students coming from K-12.
- So far, Canvas is very intuitive and easy to get started.
- Very impressed so far. Has taken everything I’ve tried in Blackboard and imported with nearly 100% success. I like that most of my students used it in K-12, so it will make the transition to college a little smoother.
COLLEGE OF LETTERS, ARTS AND SOCIAL SCIENCES PILOT PARTICIPANT RESPONSES

- One thing I absolutely love is that everything in Canvas can be accessed from a single module page --- no need for folders because the inline viewing feature allows the user to open files inline and then minimize the view, so scrolling down the page can be easily controlled. And users can also control the size of the inline view by adjusting the size of the window. All good.
- Very positive experience with Canvas. This LMS saves me considerable time in maintaining and updating the curriculum for our professional writing courses. Canvas is extremely easy to use. I think in comparison to Blackboard, it was so much easier for me to set my course up and I love the inline viewing feature. Setting up assignments was easy to do and went smoothly. When setting up peer review assignments, Canvas offers easier options to implement than Blackboard.
- I’m finding that the Canvas learning curve is not as steep as I had thought it might be at the outset.
- I find the interface so much more modern and appealing, and I’m sure students will like it.
- If you need an ambassador to sing the praises of Canvas, count me in. I’m going to be seriously bummed out if UI does not adopt Canvas.
- Canvas is a game-changer when it comes to online delivery.
- **My advice to other faculty?** Using Canvas compared to Blackboard is like using a land line dialup phone compared to a smartphone.

COLLEGE OF NATURAL RESOURCES PILOT PARTICIPANT RESPONSES

- Overall, my experience with Canvas has been good.
- Canvas is more intuitive than Blackboard and you can pick it up quickly.
- So far, I have found Canvas to be straightforward and intuitive. At times, it is challenging to retro-fit my experiences with Blackboard into Canvas, but it has not been difficult.

Additional Evidence of Support for Canvas

CETL elicited responses from faculty during the midpoint and the endpoint of the Spring Pilot check-in meetings. These were not focus groups per se as several faculty participated in multiple check-in meetings. Nevertheless, CETL personnel used the opportunity to elicit faculty impressions of Canvas. Based on this process, all faculty members who volunteered an opinion did so favorably towards Canvas, emphasizing that it was both intuitive and easy to use. No faculty members recommended staying with Blackboard.

**APRIL 1 MEETING FEEDBACK**

Faculty members in attendance reported positive experiences with Canvas. Several reported that Canvas was an intuitive system, with one commenting that they liked:

“...how intuitive it is. I was able to get lots of the types of things I put in for my classes VERY quickly.”

Another faculty member stated they liked:

“... drag and drop. GREAT user-interface. Very intuitive.”

Faculty at the meeting also reported that it was rather easy to migrate material from Blackboard to Canvas with one stating they were:

“...very impressed so far. Has taken everything I’ve tried in Blackboard and imported with nearly 100% success.”
APRIL 28 MEETING FEEDBACK
Faculty members in attendance reported positive experiences with Canvas in general and the specific Canvas tools highlighted in the Canvas Pilot program. When asked, all responded that they would recommend the University of Idaho switch to Canvas.

The faculty at this meeting volunteered the following advice to fellow faculty members:

- “It is more intuitive than Blackboard and you can pick it up quickly.”
- “Not to be afraid of the new system. It is easier to pick up than Blackboard.”
- “You will be glad you made the change to Canvas after overcoming the shock of “new”.”
- “It is much more intuitive to use than Blackboard and offers a lot of flexibility if one wants to personalize their course interfaces.”
- “1) Don’t be afraid, 2) Play in the sandbox early! and, 3) Change is inevitable.”

Summary and Conclusion of Pilot
Overwhelmingly, faculty members participating in the pilots recommend that the University of Idaho switch from Blackboard to Canvas. U of I faculty pilots have found Canvas easy to learn, easy to use, and an overall better system for hosting and delivering classes. Our results are also consistent with national trends in LMS adoption and, importantly, have added value when considering the relatively seamless transition most students will experience when entering the University of Idaho. The consistently positive responses and remarks from faculty (and students) clearly indicate not only that Canvas is a superior learning management system, but that its adoption may provide a better learning environment and experience for our students, thusly enhancing engagement, retention, satisfaction, and degree completion.
Recommendation Cost & Cost/Risks of Alternative

Cost & Savings of Recommendation

Amounts listed were current as of July 1, 2021.

<table>
<thead>
<tr>
<th>LMS Costs if Proceeding with Canvas</th>
<th>FY 22</th>
<th>FY 23</th>
<th>FY 24</th>
<th>FY 25</th>
<th>FY 26</th>
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<tbody>
<tr>
<td>Canvas Cloud Subscription</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 144,156</td>
<td>$ 151,364</td>
<td>$ 158,932</td>
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<tr>
<td>Canvas Tier 1 chat/phone support</td>
<td>$ 36,228</td>
<td>$ 38,040</td>
<td>$ 39,942</td>
<td>$ 41,939</td>
<td>$ 44,036</td>
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<tr>
<td>Canvas implementation</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Canvas additional storage</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Course content transferred into Canvas</td>
<td>$ 6,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Canvas Training Session for Instructors</td>
<td>$ 500</td>
<td>$ -</td>
<td>$ -</td>
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<td>$ -</td>
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<tr>
<td>Plagiarism detection software</td>
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<td>$ 28,634</td>
<td>$ 30,065</td>
<td>$ 31,568</td>
<td>$ 33,147</td>
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<tr>
<td>Ally accessibility software</td>
<td>$ -</td>
<td>$ 31,500</td>
<td>$ 33,075</td>
<td>$ 34,729</td>
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<tr>
<td>Ally integration with Canvas</td>
<td>$ 3,500</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Blackboard archive server</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Additional personnel to support Canvas</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Blackboard software/managed hosting</td>
<td>$ 273,592</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Total Cost for Proceed with Canvas</strong></td>
<td><strong>$ 347,090</strong></td>
<td><strong>$ 98,173</strong></td>
<td><strong>$ 247,238</strong></td>
<td><strong>$ 259,600</strong></td>
<td><strong>$ 272,580</strong></td>
</tr>
<tr>
<td>Current/planned central budget for LMS</td>
<td>$ 273,592</td>
<td>$ 287,272</td>
<td>$ 301,635</td>
<td>$ 316,717</td>
<td>$ 332,553</td>
</tr>
<tr>
<td>Above/below planned budget</td>
<td>$ (73,498)</td>
<td>$ 189,099</td>
<td>$ 54,397</td>
<td>$ 57,117</td>
<td>$ 59,973</td>
</tr>
<tr>
<td><strong>Cumulative savings with Canvas (vs. staying with Blackboard)</strong></td>
<td><strong>$ (73,498)</strong></td>
<td><strong>$ 115,600</strong></td>
<td><strong>$ 169,998</strong></td>
<td><strong>$ 227,115</strong></td>
<td><strong>$ 287,088</strong></td>
</tr>
</tbody>
</table>

Cost savings of proceeding with Canvas instead of Blackboard is estimated at $287,088 by Fiscal Year 2026. Savings will be realized starting in Fiscal Year 2023 and continue to increase year-over-year. Total known 5-year costs to proceed with Canvas is $951,089. The cost of a Blackboard archive server is not currently known, but SBOE has agreed to cover partial costs.

Alternative & Risks of Alternative

The only alternative identified is the continued use of Blackboard LMS. The anticipated annual cost for Blackboard is $273,592 and greater, as listed in the above table.

The University of Idaho is obligated to transition to Blackboard SaaS in 2022. The risks of continuing with Blackboard and transitioning to Blackboard SaaS are as follows:

- University would not reap financial benefit outlined above, nor the benefits of improved alignment with other state institutions (e.g. simplified collaboration by using same LMS, student familiarity with the LMS as more schools use Canvas).
- Many Blackboard customers have faced unexpected costs and difficult contract negotiations.
- Additional implementation costs to move to Blackboard SaaS (required).
- Continued and possibly increasing overage costs with Blackboard.
**POLICY COVER SHEET**

For instructions on policy creation and change, please see https://sitecore.uidaho.edu/governance/policy.

All policies must be reviewed, approved, and returned by the policy sponsor, with a cover sheet attached, to ui-policy@uidaho.edu.

<table>
<thead>
<tr>
<th>Faculty Staff Handbook (FSH)</th>
<th>Addition</th>
<th>Revision*</th>
<th>Deletion*</th>
<th>Emergency</th>
<th>Minor Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy Number &amp; Title:</td>
<td>FSH 6100 – Title IX Sexual Harassment</td>
<td></td>
<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Administrative Procedures Manual (APM)</th>
<th>Addition</th>
<th>Revision*</th>
<th>Deletion*</th>
<th>Emergency</th>
<th>Minor Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy Number &amp; Title:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Note: If revision or deletion, request original document from ui-policy@uidaho.edu. All changes must be made using “track changes.”

**Originator:** Erin Agidius

**Policy Sponsor, if different from Originator:**

**Reviewed by General Counsel**

☑ Yes ___No  Name & Date:  Jim Craig, 8/25/2021

1. **Policy/Procedure Statement:** Briefly explain the reason for the proposed addition, revision, and/or deletion.

   On July 28, 2021, a federal district court in Massachusetts issued a decision in Victim Rights Law Center et al. v. Cardona, No. 1:20-cv-11104, 2021 WL 3185743 (D. Mass. July 28, 2021). The court vacated the part of 34 C.F.R. § 106.45(b)(6)(i) that prohibits a decision-maker from relying on statements that are not subject to cross-examination during the hearing and noted in it's order that the decision applies nationwide. This ruling and OCR’s subsequent announcement to cease enforcement does not make this change mandatory. Rather, the request for change is to reflect a logical, fair, and common practice that permits past statements to be included and considered as part of the hearing panel’s decision making process. This serves to improve fairness for all parties so that scheduling conflicts do not negate any party or witness’s crucial narrative/testimony.

2. **Fiscal Impact:** What fiscal impact, if any, will this addition, revision, or deletion have?

   None anticipated.

3. **Related Policies/Procedures:** Describe other UI policies or procedures related or similar to this proposed change, or that will be impacted by it.

   None anticipated.

4. **Effective Date:** This policy shall be effective on July 1, or January 1, whichever arrives first after final approval (see FSH 1460 D) unless otherwise specified in the policy.
FSH 6100
TITLE IX SEXUAL HARASSMENT

Preamble: In order to comply with U.S. Department of Education regulations amending 34 C.F.R. 106, FSH 6100 was adopted as a temporary emergency policy in August 2020, and as a permanent policy effective January 1, 2021.

A. STATEMENT OF PURPOSE
A-1. The core purpose of this policy is the prohibition of all forms of sexual harassment.

A-2. This policy is designed to treat all parties equally. All provisions of this policy must be interpreted as applying equally to both parties.

A-3. The University presumes that the respondent is not responsible for any conduct alleged in a report or formal complaint until a determination regarding responsibility is made at the conclusion of this grievance process.

B. APPLICABILITY. This policy applies to sexual harassment occurring in a University education program or activity and against a person while in the United States. Allegations of sexual harassment to which this policy applies can only be addressed through this policy, and may not be addressed by any other University policy. To the extent this policy conflicts with any other University policy, this policy shall control. Other sexual misconduct is addressed under other University policies.

C. VIOLATION. Sexual harassment, as defined in this policy, is prohibited.

D. DEFINITIONS
D-1. Actual knowledge means notice of sexual harassment or allegations of sexual harassment to the University’s Title IX Coordinator or any University official who has authority to institute corrective measures on behalf of the University. The University officials with authority to institute corrective measures on behalf of the University include the president, provost, vice presidents, vice provosts, associate vice presidents, associate vice provosts, Dean of Students, director of Housing and Residence Life, director of Fraternity and Sorority Life, executive director of Public Safety and Security, Title IX Coordinator, senior executive in Human Resources, deans, associate deans, department chairs, Athletic Director, Associate Athletic Director for NCAA compliance, Center executive officers, Chief Diversity Officer, and the Internal Auditor.

D-2. Advisor means a person chosen by a party or appointed by the University to accompany the party to meetings, hearings, or interviews related to the grievance process and to conduct cross-examination for the party at the hearing, if any.
D-3. **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment. If the complainant is under 18 years of age, the complainant’s parent or guardian may also be considered a complainant.

D-4. **Consent** is knowing, voluntary, and clear permission by word or action to engage in sexual activity. Consent can be withdrawn at any time.

D-5. **Dating violence** is violence on the basis of sex committed by a person who is in or has been in a social relationship of a romantic or intimate nature with the complainant. The existence of such a relationship shall be determined based on a consideration of the following factors: (1) the length of the relationship; (2) the type of relationship; and (3) the frequency of interaction between the persons involved in the relationship.

D-6. **Day(s)** means a business day that the university is open for normal operation, not including Saturdays, Sundays, fall recess, winter recess, spring recess, or University holidays.

D-7. **Domestic violence** is violence committed by a current or former spouse or intimate partner of the complainant; by a person with whom the complainant shares a child in common; by a person who is cohabitating with, or has cohabitated with, the complainant as a spouse or intimate partner; by a person similarly situated to a spouse of the complainant under the domestic or family violence laws of Idaho; or by any other person against an adult or youth complainant who is protected from that person’s acts under the domestic or family laws of Idaho.

D-8. **Education program or activity** includes locations, events, or circumstances over which the University exercises substantial control over both the respondent and the context in which the sexual harassment occurred, and also includes any building owned or controlled by a student organization that is officially recognized by the University.

D-9. **Formal complaint** means a document filed with the Title IX Coordinator in accordance with section [E-2] alleging sexual harassment against a respondent and requesting that the University investigate the allegation of sexual harassment.

D-10. **Good cause**, when referring to the extension of any deadline, may include considerations such as the absence of a party, a party’s advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

D-11. **Hearing administrator**. The hearing administrator shall be responsible for ensuring that the administrative duties relating to the live hearing process are carried out in accordance with this policy. The hearing administrator shall be the senior executive of Human Resources in cases in which the respondent is an employee, and the Dean of Students in all other cases.
D-12. **Investigator** means the person or persons charged by the University with investigating a formal complaint and drafting the final investigative report.

D-13. **Party** means either the complainant(s) or respondent(s). Parties includes the complainant(s) and respondent(s), collectively.

D-14. **Relevant evidence** means any evidence that tends to make a fact more or less probable than it would be without the evidence.
    a. Questions and evidence about the complainant’s sexual predisposition or prior sexual behaviors are not relevant, unless such questions and evidence about the complainant’s prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant’s prior sexual behavior with respect to the respondent and are offered to prove consent.
    b. Relevant evidence does not include a party’s records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in their professional or paraprofessional capacity, or assisting in the capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the party gives voluntary written consent to use the records in the grievance process and hearing.

D-15. **Remedies** means any measures implemented after a finding of responsibility that is designed to restore or preserve the complainant’s equal access to the University’s education program or activity. Such remedies may include the same measures implemented as supportive measures, but may be disciplinary or punitive in nature, and may burden the respondent.

D-16. **Report of sexual harassment** means any situation in which the University has actual knowledge of an alleged incident of sexual harassment occurring in an education program or activity.

D-17. **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment. If the respondent is under 18 years of age, the respondent’s parent or guardian may also act on behalf of the respondent.

D-18. **Sexual assault** means any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent, including the following:
    a. **Rape**: The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his or her age or because of his or her temporary or permanent mental or physical incapacity.
b. **Sodomy:** Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his or her age or because of his or her temporary or permanent mental or physical incapacity.

c. **Sexual assault with an object:** To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his or her age or because of his or her temporary or permanent mental or physical incapacity.

d. **Fondling:** The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his or her age or because of his or her temporary or permanent mental or physical incapacity.

e. **Incest:** Sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.

f. **Statutory rape:** Sexual intercourse with a person who is under the statutory age of consent.

D-19. **Sexual harassment** means conduct on the basis of sex that satisfies one or more of the following:

a. A University employee conditioning the provision of an aid, benefit, or service of the University on an individual’s participation in unwelcome sexual conduct;

b. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the University’s education program or activity; or

c. Sexual assault, dating violence, domestic violence, or stalking.

D-20. **Stalking** means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person’s safety or the safety of others or suffer substantial emotional distress.

D-21. **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the University’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the University’s educational environment, or deter sexual harassment.
D-22. **Title IX Coordinator** means at least one official designated by the University to ensure compliance with Title IX and the University’s Title IX program. References to the Title IX Coordinator may also encompass a designee of the Title IX Coordinator for specific tasks.

**E. RESPONSE TO REPORT OF SEXUAL HARASSMENT**

E-1. **Receipt of Report.** Upon receipt of a report of sexual harassment the Title IX Coordinator will:

a. Promptly contact the complainant to:
   1. Discuss the availability of supportive measures;
   2. Consider the complainant’s wishes with respect to supportive measures by engaging in a meaningful dialogue with the complainant to determine which supportive measures may restore or preserve equal access to the University’s education program or activity without unreasonably burdening the respondent;
   3. Inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and
   4. Explain to the complainant the process for filing a formal complaint.

b. Implement appropriate supportive measures for both the respondent and complainant. Supportive measures may be implemented with or without the filing of a formal complaint.
   1. Supportive measures must be designed to restore or preserve equal access to the University’s education program or activity without unreasonably burdening the other party. Supportive measures may be designed to protect the safety of all parties or the University’s educational environment, or deter sexual harassment. Supportive measures may include:
      (a) Referral to counseling, medical, or other healthcare services;
      (b) Extensions of deadlines or other course-related adjustments;
      (c) Modifications of work or class schedules;
      (d) Provision of campus escort services;
      (e) Mutual restrictions on contact between the parties;
      (f) Changes in work or housing arrangements;
      (g) Leaves of absence;
      (h) Referral to community-based providers;
(i) Student financial aid counseling;

(j) Education of the institutional community or community subgroup(s);

(k) Safety planning;

(l) Increased security and monitoring of certain areas of the campus; and

(m) Other similar measures deemed appropriate by the Title IX Coordinator.

2. The Title IX Coordinator has sole authority to determine what supportive measures are to be implemented. The Title IX Coordinator must document the reasons for approving or denying supportive measures.

3. The University must keep confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining confidentiality would not impair the ability of the University to provide the supportive measures.

c. If the complainant decides not to file a formal complaint, the Title IX Coordinator will determine whether or not to file a formal complaint. In determining whether to file a formal complaint, the Title IX Coordinator may consider, among other things, whether there is a pattern of alleged misconduct involving the same respondent; whether a complainant’s allegations involved violence, use of weapons, or similar factors; or whether the safety of the University community requires the filing of a formal complaint.

E-2. Filing of Formal Complaint

a. Only the complainant or the Title IX Coordinator may file a formal complaint.

b. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the University’s education program or activity.

c. A formal complaint may be filed by any of the following methods:

   1. Completing and submitting the online complaint form available at www.uidaho.edu/report;

   2. Downloading and completing the complaint form available at www.uidaho.edu/report, or by requesting it from the Title IX Coordinator, and returning the form to the Title IX Coordinator in person, by mail, or through email to TitleIX@uidaho.edu; or
3. By sending a document to the Title IX Coordinator in person, by mail, or through email to TitleIX@uidaho.edu. The document must:
   (a) Indicate the complainant’s desire to file a formal complaint;
   (b) Contain the basic allegations of the respondent’s conduct that allegedly constitutes sexual harassment; and
   (c) Contain the complainant’s physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint.

E-3. Confidentiality
a. The University must keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness.

b. This confidentiality requirement does not apply when disclosure is:
   1. Permitted by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, or FERPA regulations, 34 CFR part 99; or
   2. Required by law; or
   3. Required to carry out the purposes of this policy or 34 CFR Part 106, including the conduct of any investigation, hearing, or judicial proceeding.

F. FORMAL COMPLAINT
F-1. Notice of Allegations
a. Upon receipt of a formal complaint the Title IX Coordinator must provide a notice of allegations to the known parties.

b. The Title IX Coordinator may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

c. This notice must be written and sent simultaneously to all known parties, with the following information:
   1. The University of Idaho’s grievance process, including any informal resolution process;
   2. The allegations of potential sexual harassment, which shall include the following details:
(a) Identities of the parties involved in the incident, if known;

(b) The conduct allegedly constituting sexual harassment; and

(c) The date and location of the alleged incident, if known;

3. The right to an advisor of their choosing, who may be a friend, colleague, attorney, family member, advocate or other person;

4. The right to inspect and review evidence;

5. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination of responsibility will not be made until the conclusion of the grievance process; and

6. A statement that knowingly providing false statements or knowingly submitting false information during the grievance process violates University policy and may subject the person to disciplinary action outside of this grievance process.

d. If, during the course of an investigation, the University decides to investigate additional allegations that are not in the initial notice of allegations, an amended notice of allegations must be provided to the parties whose identities are known.

F-2. Dismissal of Formal Complaint

a. A formal complaint must be dismissed without investigation if:

1. The conduct alleged in the formal complaint would not constitute sexual harassment as defined in section D-19 even if proven; or

2. The conduct did not occur in a University of Idaho education program or activity; or

3. The conduct did not occur against a person in the United States.

b. A formal complaint may be dismissed at any point in time during the investigation if:

1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations in the formal complaint; or

2. The respondent is no longer enrolled or employed by the University of Idaho; or
3. Specific circumstances prevent the University from gathering evidence sufficient to reach a determination as to the formal complaint or allegations in the formal complaint.

c. If a formal complaint is dismissed, the Title IX Coordinator shall send the parties written simultaneous notice of the dismissal, which will include the reason(s) for the dismissal.

d. A dismissal of a complaint under this policy does not preclude action under another University policy.

F-3. Meeting with Parties. Each party will be given an opportunity to meet with the investigator(s) within a reasonable period of time after the notice of allegations is provided to the parties. The investigator should contact each party no later than five days after the notice of allegation is provided to the parties in order to schedule the meeting. A party is not required to meet with an investigator. Prior to the meeting, the investigator shall provide the party with written notice of the date, time, location, names of participants, and the purpose of the meeting. The written notice must give the party sufficient time to prepare to participate in the meeting. A separate written notice must be provided prior to each meeting with the parties.

F.4. Investigation

a. Parties may, but are not required to, provide information for investigators to consider at any point in time during the investigation, prior to the dissemination of the final investigative report. The information may include, but is not limited to:

1. The names of potential witnesses to interview;

2. Suggested questions to ask the other party or other witnesses;

3. Written information relevant to the allegations, including, but not limited to text messages, police reports, witness statements, medical records, and social media posts or messages;

4. Video or audio recordings;

5. A written response to the notice of allegations;

6. Expert witnesses and/or expert witness reports; and

7. Any other inculpatory or exculpatory information the party would like the University to consider.

b. Investigators will conduct their own inquiry to gather relevant information, including, but not limited to:

1. Documentary information;
2. Inculpatory evidence;

3. Exculpatory evidence;

4. Names of witnesses, including fact and expert witnesses;

5. Witness interviews;

6. Suggested questions to ask the other party or witnesses.

c. Without the voluntary written consent of the person to whom the records pertain, the University cannot access, consider, disclose, or otherwise use a person’s records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in their professional or paraprofessional capacity, or assisting in that capacity, and which are made and maintained in connection with the person’s treatment.

d. The University shall not prohibit the parties from discussing the allegations under investigation, nor shall the University prohibit parties from conducting their own investigation.

e. All parties and witnesses will be provided a written summary of their respective meeting(s). A party or witness may submit comments on the summary within two days of receipt of the summary.

F.5. Preliminary Investigative Report

a. Once investigators conclude the investigation, investigators will draft a preliminary investigative report. This preliminary investigative report will be provided to all parties (either in hardcopy or electronically) to inspect and review. The preliminary investigative report must include a summary of all relevant information gathered during the Investigation including, but not limited to:

1. A summary of the complainant’s interview(s);

2. A summary of the respondent’s interview(s);

3. A list of witnesses contacted;

4. A summary of witness interviews; and

5. All other evidence obtained as part of the investigation that is relevant to the allegations, including evidence upon which investigators do not intend to rely.
b. The investigator shall provide a preliminary investigative report and all evidence gathered by the investigator that is directly related to the allegations to both parties and their advisors for review and inspection.

c. Parties will have ten days to submit a written response to the preliminary investigative report. This response may include requests for additional investigation, additional witnesses to be interviewed, or additional questions to ask of witnesses. Requests for extensions will be granted at the discretion of the Title IX Coordinator for good cause. Written notice of the extension of the deadline will be provided to all parties, and will apply equally to all parties.

d. Investigators will consider any timely written response submitted by a party prior to completing the final investigative report. If investigators determine additional investigation is appropriate, investigators will conduct the additional investigation and then draft a revised preliminary investigative report and provide the parties an additional ten days to review and provide a written response.

F.6. Final Investigative Report

a. Upon conclusion of the investigation, taking into consideration the timely written response of the parties, if any, investigators will create a Final Investigative report that includes all information provided in the preliminary investigative report as well as:

1. The timely responses from the parties to the preliminary investigative report;

2. A list of necessary witnesses who should be requested to appear at the live hearing; and,

3. As necessary, an assessment of the credibility of the parties and relevant witnesses, provided however that the investigator shall not make a determination as to whether a party or witness is credible or not credible.

b. The final investigative report shall not include any recommended findings or conclusions.

G. LIVE HEARING PROCESS

G-1. Final Investigative Report Submission

a. Once a final investigative report is complete, the Title IX Coordinator will forward the final investigative report to the hearing administrator.

b. Upon receipt of the final report, the hearing administrator shall forward the report to each party simultaneously using the party’s official University of Idaho email address or through any other electronic means reasonably calculated to provide immediate access to the report. The hearing administrator shall also provide a
notice of hearing to the parties at the same time as the final investigative report. The notice of hearing shall include the following information:

1. A statement that a live hearing will be convened for the purpose of determining whether the respondent is responsible for violating this policy;

2. The date, time, and location for a live hearing. If the hearing will be held electronically, the notice shall include instructions on how to participate in the live hearing;

3. A copy of or a link to the hearing procedures contained in this section;

4. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made after the conclusion of the hearing;

5. A statement that the parties may have an advisor of their choice who may be, but is not required to be, an attorney, and that if they do not have an advisor, the University will provide an advisor to the party for the sole purpose of assisting with cross-examination;

6. A statement that if a party needs an accommodation on account of a disability to participate in the hearing, the party should contact Human Resources if the party is an employee and the Center for Disability Access and Resources if the party is a student or anyone other than an employee;

7. A list of the witnesses that were identified in the final investigative report as necessary witnesses and a statement that the hearing administrator will attempt to contact these witnesses and arrange for their presence at the hearing;

8. The deadlines referenced in section G-1 c; and

9. The name of the hearing officer and the names of those appointed to serve on the hearing panel.

c. No later than five days after the notice of hearing and final investigative report are provided to the parties, each party must, if desired, submit the following information to the hearing administrator:

1. Any written statements or arguments for the hearing panel to consider in making the decision of responsibility;

2. The identity of the advisor the party will bring to the live hearing or, if the party will not provide an advisor, a request for the University to provide an advisor for the party at the live hearing;
3. The identity of any additional witness the party requests to have present at the hearing, provided, however, that if the witness was not interviewed during the investigation, the witness may not appear at the hearing. The parties shall be reminded that the University cannot force anyone to be present at the hearing or to give any statements at the hearing. The parties are encouraged, but are not required, to have the hearing administrator contact the witnesses to request their presence. Each party may contact witnesses directly to request their presence at the hearing as long as there is not a no-contact order prohibiting the party from contacting a specific witness; and

4. If desired, a request to participate in the live hearing in a separate room through virtual technology.

G-2. Hearing Administrator Duties

a. Prior to the live hearing, the hearing administrator shall:

1. Appoint a hearing officer to preside over the live hearing from the list of approved hearing officers;

2. Notify the chair of the Title IX hearing board of the need to convene a hearing panel for a live hearing and request the chair to appoint a hearing panel;

3. Schedule a date and time for the live hearing. The live hearing shall be held no earlier than ten days after the delivery of the final investigative report, and no later than twenty days after delivery of the final investigative report. The hearing administrator may extend the date of the hearing at the request of a party or otherwise for good cause, provided that written notice is provided to the parties of the delay and the reasons for the delay;

4. Attempt to contact the witnesses identified in the final investigative report as necessary witnesses and any witness identified by the parties, in order to request the witnesses’ presence at the hearing; provided, however, that the University cannot force anyone to be present at the hearing or to give any statements at the hearing;

5. Schedule and arrange for a room or rooms in which to hold the hearing;

6. Make arrangements for any technology, such as recording equipment and video conference technology and equipment, necessary to hold the hearing;

7. Prepare a hearing packet and provide the hearing packet to the hearing officer, the members of the hearing panel, and the parties at least three days prior to the hearing. The hearing packet shall consist of the final investigative report; copies of the notice of allegation(s); copies of any written statements the parties provided in response to the final investigative report which were
submitted prior to the submission deadline; and copies of the notice of hearing.

b. The hearing administrator shall be responsible for ensuring that an audio or audio/video recording is made of the hearing.

c. The hearing administrator shall be present during the hearing panel’s deliberations, but shall not vote on the decision regarding responsibility.

G-3. Hearing Officer

a. Qualifications

1. The senior executive of Human Resources, Dean of Students, provost, and General Counsel shall determine the appropriate qualifications for a person to serve as a hearing officer and shall make a list of approved hearing officers available to the hearing administrator.

2. Each person approved to serve as a hearing officer must, prior to being appointed to serve as a hearing officer in any case, shall complete the training specified in section L.

3. The hearing officer must not have a conflict of interest or bias for or against either party specifically; or, generally for or against complainants or respondents.

b. Duties

1. The hearing officer shall preside over the live hearing in accordance with the procedures set forth in this section and shall serve as chair of the hearing panel, but shall only vote in determining whether the respondent is responsible for violating the sexual harassment policy and on determining the appropriate sanctions, if any, in the event of a tie vote among the other members of the hearing panel.

2. The hearing officer may be physically present at the location of the parties or may conduct the hearing virtually through technology that enables all participants to see and hear each other simultaneously. If the hearing officer is not physically present at the same location as the parties, the parties and their advisors shall be in separate rooms and shall participate in the hearing virtually.

3. The hearing officer shall ensure that a written decision is drafted and finalized no later than ten days after the conclusion of the live hearing.

G-4. Title IX Hearing Board

a. The Student Conduct Board, as set forth in FSH 1640.83 will make up the Title IX Hearing board.
b. When the hearing administrator notifies the chair of the Title IX Hearing Board of the need to convene a hearing panel, the chair shall appoint either three or five members of the Title IX Hearing Board to serve as a hearing panel in each case. The chair shall notify the hearing administrator of the names of those appointed as soon as possible in order to allow the hearing administrator to provide the names of the hearing panel members to the parties in the notice of hearing.

c. A member of the Title IX Hearing Board shall not serve on any hearing panel or appeal panel in any case where the member has a conflict of interest or bias for or against either party specifically, or generally for or against complainants or respondents.

d. Prior to being appointed to serve on any hearing panel, each member of the Title IX Hearing Board shall complete training on the definition of sexual harassment; the scope of the University’s education program or activity; the University’s investigation and grievance process; how to conduct hearings; how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias; any technology to be used at a live hearing; and on issues of relevance of questions and evidence, including when questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant.

e. The chair of the Title IX Hearing Board may only appoint a student to serve on hearing panels in cases in which all parties are students.

f. Proceedings before the Title IX Hearing Board, whether before a hearing panel or appeal panel, are confidential and protected by state and federal law. In specific disciplinary cases, members of the Title IX Hearing Board must protect the confidentiality of the information they receive in fulfilling their duties as members of the Title IX Hearing Board. Panel members must not discuss specific cases or share any information regarding specific disciplinary cases or their deliberations with anyone other than the Title IX Hearing Board chair, the Office of General Counsel, the hearing administrator, or fellow panel members appointed to the same panel in that specific case, and in all such instances, the discussion or sharing of information must be reasonably necessary for the panel’s consideration of the specific case.

G-5. Live Hearing Process

a. All parties, witnesses, advisors and other participants should be present in the same physical location for the hearing. However, either party, at the request of the party, or any other participant at the discretion of the hearing administrator or hearing officer, may appear at the live hearing virtually, with technology enabling participants to simultaneously see and hear each other. Participation by audio only shall be prohibited.
b. All hearings are closed to the public. The only people allowed to be present during the hearing are the parties; each individual party’s advisor; the investigator(s); the hearing administrator; the Title IX Coordinator (or designee); one or more attorneys or support staff from the Office of General Counsel; the hearing officer; members of the hearing panel appointed to hear the case; and the witnesses, provided that each witness shall only be present while the witness is answering questions. In rare cases, the hearing officer may allow someone not on this list to attend the hearing, after consulting with the Title IX Coordinator and the Office of General Counsel to ensure compliance with all applicable confidentiality requirements.

c. The live hearing shall be recorded either by audio or by audio/video.

d. Order of proceedings. The live hearing shall proceed in the following manner to the extent possible, provided that the hearing officer may allow deviations from this order in the hearing officer’s discretion:

1. **Opening Statements.** Each party may, but is not required to, make an opening statement. The party’s advisor is not allowed to make the opening statement on behalf of the party.

2. **Witnesses**

   (a) The hearing officer shall call each witness and party to answer questions in the following order: 1) complainant, 2) respondent, 3) non-party witnesses in any order determined by the hearing officer.

   (b) Only witnesses who were previously interviewed as part of the investigation may appear at the hearing.

   (c) Prior to asking any questions of a witness or party, the hearing officer shall read the following statement to each party and witness. The statement need not be read verbatim, but shall consist substantially of the following: “You are hereby advised that you are not required to answer any questions posed to you during this hearing. However, if you refuse to answer any relevant question, none of your statements made at any time to any person may be considered by the hearing panel in deciding whether the respondent is responsible for violating the University of Idaho’s Title IX sexual harassment policy. If you choose to answer the questions, you must answer the question truthfully. If you knowingly provide false information you may be disciplined by the University of Idaho. This hearing is being recorded. Do you have any questions?”

   (d) The hearing officer shall ask the following questions of each party and witness prior to cross-examination. The hearing officer may, but is not required to, ask additional questions of any party or witness at any time
during the hearing. The following questions need not be asked verbatim, but shall be substantially as follows:

i. “Have you had a chance to review the summary of your statements contained in the final investigation report?”

ii. “Does the summary accurately reflect your knowledge of the facts at issue in this case?” If the answer is no, the hearing officer shall ask the witness or party to identify the parts of the summary are not accurate.

iii. “Is there anything contained in that summary that you would like to expand upon or clarify?”

iv. To be asked only of the complainant and the respondent: “Is there anything else you would like to tell me regarding the facts of the situation? If so, please do so now.”

(e) Neither a party nor a party’s advisor is allowed to conduct direct examination of any party or witness.

3. Cross-Examination. After the hearing officer asks the initial questions, each party shall thereafter be given the opportunity to conduct cross-examination of the witnesses and other party, but cross-examination is not required. Under no circumstances shall a party be allowed to directly cross-examine a party or witness; rather, all cross-examination must be conducted by the party’s advisor. A party’s advisor is not allowed to cross-examine the party they are advising. If an advisor is also a witness, neither the party nor the advisor/witness may cross-examine the party’s own advisor/witness. However, a party is allowed to provide additional information after cross-examination is complete in order to address questions asked during cross-examination.

4. Prior to any cross-examination, each witness, including each party, shall be instructed not to answer the question asked until the hearing officer makes a determination regarding the relevance of the question asked. Before the witness or party answers the question, the hearing officer must first determine whether the question is relevant. The hearing officer may, but is not required to, allow each party’s advisor to make a brief argument regarding the relevance of the question. If the hearing officer determines that the question is not relevant, the hearing officer must exclude the question and direct the witness or party to not answer the question. The hearing officer must also provide a brief explanation for the decision to exclude the question. The hearing officer may provide a more detailed explanation in the written decision if necessary or desired. If the question is relevant, the hearing officer shall allow the witness to answer the question.
5. **Closing Statement.** At the conclusion of the presentation of evidence, each party may, but is not required to, make a closing statement to the hearing officer. The party’s advisor is not allowed to make the closing statement on behalf of the party.

e. Written evidence may not be provided at the live hearing, except written evidence which is already included in the final investigative report.

G-6. **Decision**

a. The hearing officer shall provide to the hearing administrator a written decision regarding responsibility and sanctions within ten days after the conclusion of the live hearing. The hearing administrator shall simultaneously provide the written decision to the parties and their advisors.

b. In making the decision, the hearing panel shall consider and objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, contained in the hearing packet and the oral evidence presented at the live hearing. The hearing panel may not draw an inference about the determination regarding responsibility based solely on a party’s or witness’s absence from the live hearing or refusal to answer cross-examination or other questions.

c. The hearing panel shall determine whether the respondent violated the Title IX sexual harassment policy using a preponderance of the evidence standard.

d. The written decision must include the following:

1. Identification of the allegations alleged to be in violation of the University’s sexual harassment policy;

2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;

3. Findings of fact supporting the determination;

4. Where necessary to the decision, a credibility determination of the parties and witnesses, provided however that a credibility determination may not be based on a person’s status as a complainant, respondent, or witness;

5. Conclusions regarding the application of the University’s Title IX sexual harassment policy;

6. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility;
7. If the respondent is found responsible, the sanctions imposed on the respondent, including a statement of the sanctions and rationale for the sanctions.

8. Whether remedies designed to restore or preserve equal access to the University’s programs will be provided to the complainant; and

9. The procedures and permissible bases for either party to appeal the decision.

f. Should the hearing panel find that the respondent is responsible for violating this policy, prior to determining the appropriate sanction to be imposed, the hearing administrator shall disclose to the panel any appropriate previous disciplinary history regarding the respondent. The hearing administrator shall also serve as a resource to the hearing panel to help the panel determine appropriate sanctions that are reasonably consistent among similar cases.

g. All hearing panel decisions shall be by majority vote.

1. The hearing panel may return the matter for additional investigation if the hearing panel determines that: The investigator(s) failed to properly investigate the allegation and the failure was both substantial and to the party’s detriment; or

2. There is new information that could substantially affect the outcome and the new information could not have been discovered before the issuance of the final investigative report.

h. Sanctions imposed by the hearing panel shall not go into effect until either the time period for an appeal has expired and no appeal has been filed or until the decision is upheld on appeal. If the sanctions for an employee respondent includes termination of employment, the sanction shall not go into effect until reviewed and approved by the President.

H. ROLE OF ADVISORS

H-1. Parties may have an advisor of their choice present with them for all meetings and interviews, if they so choose. The parties may select whomever they wish to serve as their advisor. While it is not recommended to choose an advisor who is also a witness in the process, should a party decide to do so, any bias or conflict of interest of the witness may negatively affect the credibility of the witness and/or party.

H-2. All advisors are subject to the same limitations, whether they are attorneys or not. The advisor may not make a presentation and may not speak on behalf of the party to the investigators or other decision-makers except to conduct cross-examination during the live hearing, as described below.
H-3. The parties are expected to ask and respond to questions on their own behalf throughout the investigation. While the advisor generally may not speak on behalf of a party, a party may request a break in order to speak privately with the party’s advisor, may consult quietly with the party’s advisor, and/or may quietly pass notes during any meeting or interview, as long as they do not unreasonably disrupt the process. For longer or more involved discussions, the party and the party’s advisor should ask for breaks to step out of meetings to allow for private consultation. If breaks become disruptive to the process, such requests may be denied or the meeting rescheduled.

H-4. Advisors may be given an opportunity to meet with the administrative officials conducting interviews/meetings in advance of the interviews or meetings. This pre-meeting allows advisors to clarify any questions they may have and allows the University an opportunity to clarify the role the advisor is expected to take. This pre-meeting is intended only to allow the advisor to inquire about the advisor’s role and the process, in order to minimize procedural discussion during the interview, and is not an opportunity for the advisor to discuss the case specifics.

H-5. Advisors are expected to refrain from interference with the University’s investigation and resolution. Advisors who step out of their role will be warned only once. If the advisor continues to disrupt or otherwise fails to respect the limits of the advisor role, the advisor will be asked to leave the meeting or hearing. If the advisor’s continued interference occurs at the live hearing, the University will provide the party with an advisor to conduct cross-examination. If the advisor’s continued interference occurs at any other meeting, the meeting may then be rescheduled to allow the party to obtain a different advisor.

H-6. Advisors are expected to maintain the privacy of the records shared with them. These records may not be shared with third parties, disclosed publicly, or used for purposes not explicitly authorized by University. The University may exclude any advisor who fails to abide by these expectations. Each party is responsible for ensuring that the party’s advisor abides by these restrictions and may be subject to discipline for the advisor’s failure to comply with these restrictions.

H-7. A party may elect to change advisor during the investigation, and is not obligated to use the same advisor throughout. The parties are expected to inform the investigators of the identity of their advisors at least one (1) day before the date of their first meeting with investigators (or as soon as possible if a more expeditious meeting is necessary or desired). The parties are expected to provide timely notice to investigators if they change advisors at any time. Changing advisors does not delay the investigation, interview, meeting, or hearing process.

H-8. University-provided advisors
   a. In the event any party appears at a live hearing without an advisor, the University will provide an advisor to the party without charge for the sole purpose of conducting
cross-examination during the live hearing. The University-provided advisor may not assist the party in anything other than conducting cross-examination.

b. The Title IX Coordinator shall be responsible for recruiting and training university employees to serve as advisors, and shall ensure that advisors assigned to a party do not have an impermissible bias or conflict of interest.

I. APPEALS

I-1. Any party may appeal a decision to dismiss the formal complaint and the hearing panel’s decision. Appeals must be submitted in writing to the hearing administrator and must set forth the grounds for the appeal. The appeal must be filed no later than five days after the decision is delivered to the parties. The hearing administrator shall ensure that all parties and their advisors receive a copy of the appeal and any response to the appeal submitted by the non-appealing party(ies).

I-2. Appeals are limited to the following grounds:
   a. Procedural irregularity that affected the outcome of the matter;

   b. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made that could affect the outcome of the matter;

   c. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally, or the individual complainant or respondent that affected the outcome of the matter;

   d. The sanctions imposed are substantially disproportionate to the severity of the violation (the imposition of an administrative fee is not a sanction, and therefore cannot be appealed); or

   e. The decision is not based on substantial information. A decision is based on substantial information if there are facts in the case that, if believed by the decision-maker, are sufficient to establish that the decision is correct.

I-3. An appeal shall be limited to a review of the decision, the hearing packet (if any), any written material considered in the decision, the recording of the live hearing (if one was held), any written materials submitted with the appeal, and any response to the appeal submitted by the non-appealing party(ies). Where an appeal is based on new evidence, the new evidence may be considered only to determine whether the information was reasonably available at the time of the decision and whether the new evidence could affect the outcome of the matter.

I-4. Appeal Panel Procedures
   a. The chair of the Title IX Hearing Board shall appoint three or five members of the Board to serve on the appeal panel, and shall designate one member to serve as chair
of the appeal panel. Any member who served on a hearing panel shall not serve on the appeal panel on the same case. A student may not serve as chair of an appeal panel, and may not serve on an appeal panel unless all parties are students.

b. Any non-appealing party may file a response to the appeal in support of, or challenging, the outcome. The written response must be provided to the hearing administrator within five days after notice of the appeal is provided to the party.

c. The appeal panel shall issue a written decision. The decision should be issued within ten days of receiving all appeal materials. The written decision shall describe the result of the appeal and the rationale for the result. The chair of the appeal panel shall provide the written decision to the hearing administrator, who will then simultaneously provide the decision to the parties.

I-5. Results of the Appeal Panel. The appeal panel may:

a. Uphold the decision;

b. Uphold the finding that the respondent violated this policy, but revise the sanction(s);

c. Return the matter for reconsideration; or

d. Return the matter for additional investigation.

I-6. Unless the case is returned for reconsideration or to the investigator for additional investigation, the decision of the appeal panel is the final institutional decision. If the decision upholds the findings that the respondent is responsible for violating this policy, the sanctions imposed shall go into effect immediately. Provided, however, that if the sanction for an employee respondent includes termination of employment, the sanction shall not go into effect until reviewed and approved by the President.

J. POSSIBLE SANCTIONS AND REMEDIES

J-1. The sanctions which may be imposed upon any employee determined to have violated this policy range from a written warning to termination, and may include one or more of the following:

a. Written warning;

b. Letter of reprimand;

c. No-contact directive;

d. Reassignment of position and/or location;

e. Modification of duties;
f. Withholding of pay increase;

g. Pay decrease;

h. Demotion;

i. Suspension without pay;

j. Termination.

J-2. The sanctions which may be imposed upon any student determined to have violated this policy range from a warning to expulsion, revocation of degree, or withholding of degree, and may include any of the following:

k. Warning;

l. Probation;

m. No-contact directive;

n. Community service;

o. Loss of privileges;

p. Restitution;

q. Educational sanctions;

r. On-campus housing suspension;

s. On-campus housing expulsion;

j. Suspension, which may include the imposition of conditions that must be fulfilled before the student may re-enroll;

t. Expulsion;

u. Revocation of admission;

v. Revocation of degree;

w. Withholding of degree;

x. Trespass from some or all University property.
J-3. The sanctions which may be imposed upon any other person over whom the University exercises substantial control determined to have violated this policy may include any of the following:
   a. Warning;
   b. Loss of privileges;
   c. Trespass from some or all University property;
   d. Termination or suspension of affiliation with the University;
   e. Exclusion from participating in any University program or activity.

J-4. The range of remedies which may be provided to any complainant, after the respondent is found responsible for violating this policy, includes, but is not limited to, the following:
   a. Relocation of the respondent’s or complainant’s work location, residence hall or apartment assignment;
   b. Issuance or continuation of a no-contact order;
   c. Changing the respondent’s and/or complainant’s supervisor, or supervisory chain;
   d. Approval of flex-time or flex-place work arrangements;
   e. Course modification;
   f. Changing the complainant’s or respondent’s class schedule;
   g. Modifying academic guidelines or requirements;
   h. Prohibiting respondent from entering some or all University buildings or property;
   i. Any supportive measures provided to the parties;

K. EMERGENCY MEASURES

K-1. Emergency removal.
   a. The University may remove a respondent from any education program or activity on an emergency basis if, after undertaking an individualized safety and risk analysis, the University determines that the respondent poses an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment, and that threat justifies removal.
b. The following persons shall be responsible for making the determination of whether the respondent poses an immediate threat: For student respondents, the Dean of Students; for faculty respondents, the Provost; for non-faculty employees, the Vice-President for Finance and Administration; for all other respondents, the Executive Director for Public Safety and Security.

c. The Threat Assessment and Management Team should be consulted in making the determination of whether a respondent poses an immediate threat if it can be convened in a timely manner.

d. Immediately following the decision to remove the respondent from an education program or activity, the person making the determination shall deliver notice of the decision to the respondent. The respondent may appeal the decision within five days of being notified of the decision by submitting a written statement to the person making the determination. The respondent may, however, request a modification based on changed circumstances at any time prior to the final institutional decision regarding whether the respondent violated this policy.

K-2. Administrative leave. Administrative leave may be used at any time for non-student employees, in accordance with University policy, and is not considered to be an emergency removal. Before a student employee may be placed on administrative leave arising out of an allegation of sexual harassment, the University must use the above procedures for an emergency removal.

L. TRAINING REQUIREMENTS

L-1. The University will train the Title IX Coordinator, investigators, decision-makers, and any person who facilitates an informal resolution process on the following matters:
   a. The definition of sexual harassment;
   
b. The scope of the University’s education program or activity;
   
c. How to conduct an investigation;
   
d. How to conduct the University’s grievance process including hearings, appeals, and informal resolution processes; and
   
e. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

L-2. In addition to training on the matters in section L-1, the University will train decision-makers and hearing officers on:
   a. The technology to be used at a live hearing; and
b. Issues of relevance of questions and evidence, including when questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant.

L-3. In addition to training on the matters in section L-1, the University will train investigators on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

L-4. All training materials used must not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints of sexual harassment.

L-5. The University must make the training materials publicly available on its website and available upon request for inspection by members of the public.

M. RECORD KEEPING. The University must maintain the following records for a period of seven years:

M-1. Each sexual harassment investigation, including any determination regarding responsibility and the recording or transcript of the hearings, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant;

M-2. Any appeal and the result therefrom;

M-3. Any informal resolution and the result therefrom; and

M-4. All training materials.

N. INFORMAL RESOLUTION PROCESS

N-1. At any time prior to a determination regarding responsibility, the University and the parties may participate in an informal resolution process whereby the parties agree to an appropriate resolution without further investigation, hearing, or appeal. The agreed-upon resolution may include the use of alternative dispute resolution methods.

N-2. The informal resolution process can only be offered when:

a. A formal complaint is filed,

b. The Title IX Coordinator determines that an informal resolution process is appropriate,

c. Both parties agree in writing to the informal resolution process and procedures, and

d. The formal complaint does not include allegations that an employee sexually harassed a student.
N-3. Prior to engaging in an informal resolution process, the parties will receive written notice with the following information:
   a. A copy of the Notice of Allegations provided in accordance with section F-1;
   b. The procedures to be used to reach the agreement; and
   c. The information contained in section N-4 currently.

N-4. Informal resolution process requirements
   a. All parties must agree to a resolution under the informal resolution process. If all parties are unable to reach a mutually agreeable outcome, the formal investigation process will resume.
   b. A party may submit a written request to withdraw from the informal resolution process and resume the formal grievance process at any time prior to a signed informal resolution agreement.
   c. After all parties sign a written agreement, the parties are precluded from resuming the formal complaint process arising from the same allegations.
   d. All records of the informal resolution process will be maintained with the records of the complaint, but will not be included in the final investigative report should the informal resolution process fail to result in a written agreement.
   e. All disciplinary sanctions, remedies, supportive measures or alternative outcomes are available to use in the informal resolution process.

N-5. All informal resolution agreements must be approved by the University. For student respondents, the Dean of Students has the authority to approve the agreement. For faculty respondents, the Provost has the authority to approve the agreement. For all other respondents, the Vice-President for Finance and Administration has the authority to approve the agreement.

N-6. Any executed informal resolution agreement is the final institutional decision and cannot be appealed.

O. RETALIATION
   O-1. Retaliation is prohibited.
      a. No person may intimidate, threaten, coerce, or discriminate against any individual:
         1. for the purpose of interfering with any right or privilege secured by Title IX or this policy, or
2. because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy.

b. Intimidation, threats, coercion, or discrimination, including charges against an individual for policy violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX or this part, constitutes retaliation.

O-2. The exercise of rights protected under the First Amendment does not constitute retaliation.

O-3. Charging an individual with a policy violation for making a materially false statement in bad faith in the course of a grievance proceeding does not constitute retaliation. However, a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

O-4. Complaints alleging retaliation under this policy may be filed as set forth in section E.

P. OTHER

P-1. Amnesty. The provisions of FSH 2310 shall apply to reports and formal complaints of sexual harassment under this policy, and shall be extended to all parties regardless of their status or affiliation with the University.

P-2. All documents required under this policy shall be delivered either in person or by email to the person’s official University email account, if possible; otherwise the document shall be delivered by any means reasonably likely to reach the person. If the document is sent by email to the person’s official University of Idaho email address, the document is deemed received upon delivery to the person’s email inbox.

P-3. Any reference to a University official by title shall include any equivalent University official should that title no longer exist, and includes that official’s designee.

Version History

Adopted 2021. In order to comply with U.S. Department of Education regulations amending 34 C.F.R. 106, FSH 6100 was adopted as a temporary emergency policy in August 2020, and as a permanent policy effective January 1, 2021.
1. Purpose

Public postsecondary education exists as a common good for citizens, states, nations, and humanity. As Idaho’s public colleges and universities create environments where civil discourse and academic inquiry may occur free from discrimination, intimidation, and retaliation, postsecondary learning experiences—both inside and beyond the classroom—are protected under the academic freedom and academic responsibility of every student, faculty member, and institution.

The academic freedom to explore significant and controversial theories is essential to the development of conscientious lifelong learners. Academic freedom in research and teaching is fundamental to advancing access to knowledge and ensuring its quality. The freedom of an institution to pursue its academic mission without interference is essential for protecting the rights of a student to learn and conduct research, a faculty member to teach and conduct research, and an institution to facilitate learning, teaching, and research. Accordingly, students, faculty, and institutions hold a common responsibility to respect diverse worldviews and should not elevate the ideas or beliefs of an individual, an institution as a whole, or a specific political agenda at the expense of others’ interests.

The State Board of Education affirms that academic freedom should neither be abridged nor abused.

2. Definitions

a. Academic Freedom is a long-standing philosophical, legal, and constitutional principle that advances the right of postsecondary students, faculty, and institutions to pursue educational opportunities that seek, examine, apply, discuss, and build knowledge, theories, values, concepts, or ideas without fear of censorship, retaliation, or threat to institutional status.

b. Academic Responsibility is the commitment by students, faculty, and institutions to protect the academic freedom of others by appreciating their special position in the community, performing academic obligations with accuracy, promoting the free
exchange of ideas, and showing respect toward those with whom they both agree and disagree.

c. Coercion is the attempt by an individual or group to modify human behavior via the actual or implied use of force, threats, or other disciplinary actions.

d. Faculty are employed to forward the academic mission of a college or university through teaching, research, service, and other scholarly contributions. More information about faculty contracts and appointments may be found in Board Policy II.G. Students may assume similar employment with institutions as graduate teaching or research assistants. Further, post-docs may assume similar employment with institutions.

e. Student means any person duly admitted and enrolled at an institution under governance of the Board as defined in Board Policy III.P.

3. Students

This policy confers academic freedom and responsibility to individuals with the status of student.

a. Academic Freedom of Students

In addition to constitutionally protected freedoms of speech, assembly, and religion, students have the right to engage in free inquiry, intellectual debate, and freedom of scholarship both on and off campus. Students shall not be subject to retaliation, disciplinary actions, or censorship in response to their beliefs, opinions, research, publications, creative activity, participation in institutional governance, and all other official aspects of their enrollment, subject to the responsibilities outlined in paragraph 3.b. of this policy. This academic freedom includes but is not limited to:

i. Courses

1. Students have the right to express personal opinions about concepts and theories presented in their courses and to disagree with opinions expressed by faculty and fellow students, even as they continue to be responsible for the assigned course content.
2. Students are entitled to fair and even treatment in all aspects of student-faculty relationships. Students must not be forced by the authority inherent in the instructional role to make personal or political choices.
3. Students are evaluated solely on an academic basis, not on opinions or conduct in matters unrelated to academic standards.
4. Students have the right to privacy and discretion in their professional discussions with faculty and fellow students.

ii. Research, Publication, & Creative Activity

1. Students have the right to investigate topics of their choosing and draw evidence-based conclusions consistent with their research.
2. Students have the right to publish and present their research as well as engage in the production and exhibition of creative works.
3. Students are entitled to credit for discoveries and original research conducted independently or as part of a course.

iii. Participation in Institutional Governance

1. Students have the right to participate in institutional governance through appropriate institutional processes.
2. Students have the right to express opinions and provide feedback concerning institutional governance and administration without fear of censorship or retaliation.
3. In matters of disciplinary action, students have the right to due process and to be held accountable using academic standards and institutional procedures.

iv. Community & Campus Involvement

1. Students have the right of free expression on and off campus.
2. Students have the right to organize student associations.
3. Students have the right to be free from coercion in making personal or political choices.

b. Academic Responsibility of Students
Academic freedom carries certain responsibilities which broadly include civil contributions to the academic community, acknowledgement of the validity of a diverse range of perspectives, commitment to learning relevant information, and good stewardship of the academic community. Students assume, at minimum, the following responsibilities in relation to academic freedom:

i. Membership in an academic community imposes on students an obligation to respect the dignity of others, to acknowledge the right of others to express differing opinions, and to foster and defend intellectual honesty, freedom of inquiry and instruction, and free expression on and off campus. Expression of dissent and attempts to produce change shall not be carried out in ways which injure individuals, damage institutional facilities, disrupt classes, or interfere with institutional activities. Students who seek to call attention to grievances must do so in accordance with institutional policies and procedures, and in ways that do not significantly impede the academic functions of the institution.

ii. Students have a responsibility to acknowledge that faculty will expose students to a broad range of diverse perspectives. Students are expected to engage in scholarship, learn material that is relevant to course outcomes, and adhere to course syllabi, institutional student codes of conduct, and other institutional policies related to research and publication.

iii. Students are expected to achieve competence in their area(s) of study and in the course material of their program(s), including specializations, certificates, majors, or minors. Students should prepare for each class and meet their course expectations.

iv. Students are responsible for not interfering with the facilitation of critical thinking skills in the classroom. A student’s critical thinking skills may be exercised through a variety of means.

v. Students are responsible for the academic integrity of their coursework, including, but not limited to, producing original works for assignments, completing assessments, and activities using their own knowledge and experience.

vi. Students are responsible for conducting and reporting research in an ethical manner. The design, conduct, and presentation of research may exist
beyond the contexts of a specific course, but a student is still subject to an institution’s expectations for scholarly inquiry and academic integrity.

vii. Students shall not threaten the rights or the safety of others while exercising academic freedom. Students have the responsibility to acknowledge context and support pluralistic learning environments where individuals are not coerced to make personal or political choices against their beliefs or values.

4. Faculty

This policy confers academic freedom and responsibility to individuals with the status of faculty.

a. Academic Freedom of Faculty

In addition to constitutionally protected freedoms of speech, assembly, and religion, faculty have the right to engage in free inquiry, intellectual debate, and freedom of scholarship both on and off campus. Faculty shall not be subject to retaliation, disciplinary actions, or censorship in response to their research, publications, creative activity, pedagogy, participation in institutional governance, and all other official aspects of their job description, subject to the responsibilities outlined in paragraph 4.b. of this policy. This academic freedom includes but is not limited to:

i. Pedagogy & Curriculum Development

1. Faculty have the right to determine course content, including the use of relevant materials.
2. Faculty have the right to determine the instructional processes used to engage learners in the course content.
3. Faculty have the right to determine the instructional activities, artifacts, and products used during the course.
4. Faculty have the right to determine the manner of assessment used to evaluate competency and completion of the course.

ii. Research, Publication, & Creative Activity
1. Faculty have the right to investigate the topics of their choosing and draw evidence-based conclusions consistent with their research.
2. Faculty have the right to publish and present their research as well as engage in the production and exhibition of creative works.
3. Faculty are entitled to credit for discoveries and original research.

iii. Participation in Institutional Governance

1. Faculty have the right to participate in institutional governance.
2. Faculty have the right to express opinions and provide feedback concerning institutional governance and administration without fear of censorship or retaliation.
3. In matters of promotion, tenure, and disciplinary action, faculty have the right to due process and to be judged by their peers using established academic standards and institutional procedures.
4. Faculty have the right to participate in institutional processes that determine who may teach, what may be taught, how it shall be taught, and what methods will be used for student admission.

b. Academic Responsibility of Faculty

Academic freedom carries with it certain responsibilities which broadly include maintaining competence in scholarship, exposing students to a diverse range of perspectives, ensuring that students are taught relevant information, and being good stewards of the academic community. Faculty assume, at minimum, the following responsibilities in relation to academic freedom:

i. Membership in an academic community imposes on faculty an obligation to respect the dignity of others, to acknowledge the right of others to express differing opinions, and to foster and defend intellectual honesty, freedom of inquiry and instruction, and free expression on and off campus. Expression of dissent and attempts to produce change shall not be carried out in ways which injure individuals, damage institutional facilities, disrupt classes, or interfere with institutional activities. Faculty who seek to call attention to grievances must do so in accordance with institutional policies and procedures, and in ways that do not significantly impede the academic functions of the institution.

ii. Faculty have an uncompromising professional responsibility to discover, teach, and research what they find to be intellectually important. Faculty members are
expected to maintain professional competence in their field(s) of specialization, congruent with their teaching, service, and scholarly expectations.

iii. A primary responsibility of faculty is to expose students to the intellectual diversity of scholarly and creative views related to the faculty member’s discipline and/or specific field of study. It is the responsibility of the faculty members to present the subject matter in their courses in a way that is consistent with the collective goals of the department/program.

iv. Faculty shall meet their workload expectations. This may include the expectation that the faculty member conducts class, meets with and mentors students, provides clear learning outcomes, and/or participates in group deliberations to develop instructional programs. Faculty have the responsibility to create opportunities that foster critical thinking skills of students.

v. Faculty are responsible for establishing goals for student learning, for designing and implementing general programs of education and specialized study that intentionally cultivate intended learning, and for assessing students’ achievement. In these matters, faculty must work collaboratively with their colleagues in their departments, schools, and institutions as well as with relevant administrators.

vi. Faculty shall not threaten the rights or the safety of students, other faculty, and administrators, while exercising academic freedom. Faculty may not refuse to enroll or teach a student because of the student’s beliefs, interpretations, or applications of knowledge. Faculty have the responsibility to provide context and facilitate pluralistic learning and work environments where individuals are not coerced to make personal or political choices against their beliefs or values.

5. Institutions

This policy confers academic freedom and responsibility to institutions.

a. Academic Freedom of Institutions

Institutional rights to academic freedom are in concert with the academic freedom of students and faculty. A college or university has the autonomy to create and maintain an atmosphere which is most conducive to diverse scholarship. Institutions have the right to develop processes that determine who may teach, what may be taught, how it shall be taught, and what methods will be used for student admission.
Coercive influence on the academic freedom of teaching, learning, and scholarly inquiry by third parties is an affront to the institution’s autonomous advancement of its academic mission. Institutions perform functions, such as the selection of faculty and admission of students, that are intertwined with the exercise of academic freedom. The academic freedom of an institution is necessary to protect and support the academic freedom of those who comprise an institutional community.

b. Academic Responsibility of Institutions

Academic freedom carries with it certain responsibilities which broadly include the educational functions of an institution, the ethical administration of academic affairs, and the protection of student and faculty academic freedom. Institutions assume, at minimum, the following responsibilities in relation to academic freedom:

i. Institutions have a responsibility to set, maintain, and enforce policies that protect the academic freedom and promote the academic responsibility of faculty and students.

ii. Institutions shall adopt appropriate procedures for transparently evaluating the members and activities of the academic community that are consistent with and respectful of the ideals of academic freedom.

iii. Institutions shall also dedicate adequate resources, space, and programming toward the advancement of academic freedom among its greater community.

iv. Institutions have a responsibility to create and deliver academic programs and shall develop appropriate policies and processes to aid content and curriculum delivery that are consistent with the ideals of academic freedom.

v. Institutions must create admissions and selection policies, procedures, and practices for students that are in harmony with the academic mission of the institution and that are consistent with the ideals of academic freedom.

vi. Institutions have the responsibility to facilitate pluralistic learning environments where individuals are not coerced into making personal or political choices against their beliefs or values.
6. Limitations

The following limitations exist to the academic freedom and academic responsibility of students, faculty, and institutions:

a. Academic freedom does not permit members of an institutional community to harass, threaten, intimidate, ridicule, or impose their views on others.

b. Student academic freedom does not grant students the right to refuse to complete assigned requirements without consequence.

c. Academic freedom does not protect faculty members from colleague or student challenges to, or disagreement with, their instructional processes, activities, and/or manner of assessment.

d. Academic freedom does not protect faculty or students from non-institutional penalties for violating the law.

e. Academic freedom does not confer the right to faculty or students to violate institutional policies; though academic freedom does confer the right of faculty and students to criticize such policies.

f. Academic freedom does not protect faculty or students from disciplinary action consistent with established institutional policies.

g. Academic freedom does not protect faculty or students from sanctions or dismissal for professional misconduct or poor performance consistent with established institutional policies.

h. Academic freedom does not protect faculty or students from investigations into allegations of scientific misconduct or other violations of institutional policy.
This policy embodies the charge and expectation of each public four-year postsecondary institution in Idaho (hereafter “institution”) to promote and advance the principles of diversity, educational equity, and inclusion set forth herein. Diversity, educational equity, and inclusion are necessary components of educational experiences that challenge individuals to grow, improve critical thinking, refine skills, build character, develop awareness, and engage in freedom of thought and expression. Through adherence to and implementation of the principles of this policy, each institution will more fully safeguard the right of every individual to participate in meaningful experiences that foster belonging and promote awareness of differing viewpoints. The Board affirms that encouraging and supporting diversity, educational equity, and inclusion is central to academic success, to engendering innovation and creativity, and to fully preparing students to thrive in an increasingly diverse and global workforce.

2. Definitions

    a. Diversity accounts for differences in human characteristics such as race, color, national origin, sex, mental or physical disability, religious or ethical value systems, age, socioeconomic status, and ideological or political beliefs.

    b. Educational Equity is the assurance that each member of an educational community has equitable opportunities, including individualized access to the resources, support, and tools needed to succeed.

    c. Inclusion is the fostering of an environment in which the inherent worth and dignity of all individuals are recognized and valued, and where individuals have equitable opportunities to be included, engaged, and accepted with a sense of belonging.

3. Standards

    a. Each institution shall recognize and appreciate that every member of its community harbors unique values, beliefs, and ideologies, and that these characteristics reflect an individual’s life experiences, shape aspirations, and constitute ways of life.

    b. Consistent with its unique identity and mission, each institution shall take proactive measures to ensure educational equity in all facets of its operations.

    c. Consistent with the Board’s commitment to freedom of expression as well as academic freedom and responsibility as defined in Board Policy III.B., each institution shall strive to create environments in which diversity and inclusion are
valued, promoted, and embraced, in alignment with the goal of achieving educational equity.

d. Each institution shall promote and facilitate civility and strive to diminish incivility among its community members. No student or employee of an institution shall oppress or unlawfully discriminate against any individual or group of individuals on the basis of traits, values, or beliefs.

e. Each institution shall comply with current accreditation standards related to diversity, educational equity, and inclusion in order to promote student achievement, remove barriers to academic excellence, and close student achievement gaps.

4. Implementation

a. Nothing contained in this policy should be construed to infringe upon or otherwise diminish the rights of individuals affiliated with any institution to speak as private citizens on matters of public concern, nor should it be interpreted to infringe upon the well-established confines of academic freedom and responsibility.

b. Enforcement of this policy shall be accomplished through institution-level policies related to diversity, educational equity, and inclusion, in accordance with the unique Board-approved missions and purposes of each institution. Each institution shall develop and maintain policies that describe and make transparent a process for addressing claims of oppression and unlawful discrimination. All such policies must align with Board governing policies and procedures related to employee and student complaints.
POLICY COVER SHEET

For instructions on policy creation and change, please see https://sitecore.uidaho.edu/governance/policy.

All policies must be reviewed, approved, and returned by the policy sponsor, with a cover sheet attached, to ui-policy@uidaho.edu.

Faculty Staff Handbook (FSH)
☐ Addition ☐ Revision* ☐ Deletion* ☐ Emergency ☐ Minor Amendment
Policy Number & Title: APM 05.08 UNIVERSITY OWNED, RENTED OR LEASED VEHICLE COVERAGE AND USE

Administrative Procedures Manual (APM)
☐ Addition ☐ Revision* ☐ Deletion* ☐ Emergency ☐ Minor Amendment
Policy Number & Title:

*Note: If revision or deletion, request original document from ui-policy@uidaho.edu. All changes must be made using “track changes.”

Originator: Carry Salonen, UI Risk
Policy Sponsor, if different from Originator: Brian Foisy, VPFA

Reviewed by General Counsel    ☐ X Yes ___No   Name & Date: Kent Nelson,

1. Policy/Procedure Statement: Briefly explain the reason for the proposed addition, revision, and/or deletion.

APM 05.08 has been revised to comply with a recommendation from Internal Audit to “revise the title and content of APM 05.08 so readers clearly understand rental cars are included in the drivers qualifications for university vehicles.” Other edits for brevity and clarity have been made as well, and much of the deleted information will now be available on the UI Risk website.

2. Fiscal Impact: What fiscal impact, if any, will this addition, revision, or deletion have?

This revision will mitigate financial risk to the institution.

3. Related Policies/Procedures: Describe other UI policies or procedures related or similar to this proposed change, or that will be impacted by it.

4. Effective Date: This policy shall be effective on July 1, or January 1, whichever arrives first after final approval (see FSH 1460 D) unless otherwise specified in the policy.
Contents:

A. Definitions
BA. Definitions
B. Overview
C. Insurance Coverage for University Vehicles
D. Privately-Owned Vehicle Insurance
E. Rental Vehicles
F. Motor Pools
G. Annual Renewal, Additions, or Deletions of State RMP Coverage
H. Passengers
I. Drivers
J. Vehicle Accidents and Claims
K. Process
L. Forms and Examples
D. Information

A. Definitions.


A-3. Coach Courtesy Vehicle. Vehicles provided by donors or dealerships to coaches (see section J).

A-4. Collision Insurance. Collision insurance covers damage to the operator's vehicle through impact with another object when the operator's vehicle is in motion or is struck while parked, and (1) when the impact is the fault of the operator; (2) when the other driver is at fault, but is uninsured; or (3) as a result of a hit-and-run accident.

A-5. Comprehensive Insurance. Comprehensive insurance covers damage to the operator's vehicle that occurs from causes other than a collision with another vehicle or a stationary object. Examples include fire and vandalism.

A-6. Contracted Rental Agency. Accounts Payable, through the State of Idaho Purchasing, has contracted with rental vehicle companies to provide consistent pricing, insurance coverage provisions, and other benefits. See UI Accounts Payable’s website for details.

A-76. Driving Performance. Actions of a driver while in control of a motor vehicle. Unsatisfactory driving-related performance is action or inaction that could cause harm to the driver, the passengers, the vehicle, or other vehicles and their passengers.

A-8Z. Idaho Tort Claims Act. The Idaho Tort Claims Act (Idaho Code 6-901 through 6-929), in addition to other provisions, established the State of Idaho Risk Management Program and charged that agency with the management of a retained-risk fund.
A-9. **Large Trucks and Moving Vans.** Vehicles larger in size that in some cases require special operator training and licensing through the State of Idaho.

A-10. **Liability Insurance.** Liability insurance covers damages to the person or property of another through the fault of the operator of a vehicle.

A-8. **Idaho Tort Claims Act.** The Idaho Tort Claims Act (Idaho Code 6-901 through 6-929), in addition to other provisions, established the State of Idaho Risk Management Program and charged that agency with the management of a retained-risk fund.

A-119. **Medical Payments Coverage.** Medical payments coverage covers the medical, hospital, and funeral expenses of an insured, others in the vehicles, and pedestrians struck by the insured. It provides a limited amount (usually $5,000) of first-dollar insurance for medical expenses for injuries to passengers. Payments are available regardless of fault.

A-120. **Motor Pool.** University units that own a University Vehicle may wish to rent the vehicle to other university units. See section H.

A-131. **Non-Owned and Hired Auto Liability.** Non-owned and hired auto liability coverage will pay for damages to a third party, on behalf of the University, when a University driver causes an accident or an injury to someone while driving a rented vehicle or non-owned vehicle for University business.

A-142. **Rental Vehicle.** A passenger vehicle, pickup, or SOHV rented in the name of the University for official University purposes.

A-13. **Contracted Rental Agency.** Accounts Payable, through the State of Idaho Purchasing, has contracted with rental vehicle companies to provide consistent pricing, insurance coverage provisions, and other benefits. See UI Accounts Payable’s website for details.

A-154. **Specialty Off-Highway Vehicles.** A specialty off-highway vehicle (SOHV) includes but is not limited to All Terrain Vehicles (ATV), golf carts, or similar vehicles. See section K.


A-176. **Texting.** Reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, social media communications, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. Texting includes use of voice-operated or hands-free devices that allow the user to review, prepare and transmit a text message without the use of either hand except to activate, deactivate or initiate a feature or function.

A-17. **Large Trucks and Moving Vans.** Vehicles larger in size that in some cases require special operator training and licensing through the State of Idaho.

A-188. **University Vehicle.** Any licensed vehicle or SOHV, including University-Owned, owned, rented, or leased by UI for official University purposes, and any SOHV, or Coach, when not used for personal business or official University purposes.

A-199. **University-Owned Vehicle.** A vehicle (including SOHV) licensed and titled in the name of the University.
A-2020 Volunteer. Authorized volunteers are persons who are not employees of the university but who have been asked to perform a specific function on a volunteer basis (see Standards for Departments Using Volunteer Services). A. Definitions.


A-3. Collision Insurance. Collision insurance covers damage to the operator’s vehicle through impact with another object when the operator’s vehicle is in motion or is struck while parked, and (1) when the impact is the fault of the operator; (2) when the other driver is at fault, but is uninsured; or (3) as a result of a hit-and-run accident.

A-4. Comprehensive Insurance. Comprehensive insurance covers damage to the operator’s vehicle that occurs from causes other than a collision with another vehicle or a stationary object. Examples include fire and vandalism.

A-5. Driving Related Conduct. Actions of a driver while in control of a motor vehicle. Unsatisfactory driving related conduct is action or inaction that could cause harm to the driver, the passengers, the vehicle, or other vehicles and their passengers.

A-6. Liability Insurance. Liability insurance covers damages to the person or property of another through the fault of the operator of a vehicle.

A-7. Idaho Tort Claims Act. The Idaho Tort Claims Act (Idaho Code 6-901 through 6-929), in addition to other provisions, established the State of Idaho Risk Management Program and charged that agency with the management of a retained-risk fund.

A-8. Medical Payments Coverage. Medical payments coverage covers the medical, hospital, and funeral expenses of an insured, others in the vehicles, and pedestrians struck by the insured. It provides a limited amount (usually $5,000) of first-dollar insurance for medical expenses for injuries to passengers. Payments are available regardless of fault. Medical payments coverage is not carried on University Vehicles (see section C-3).

A-9. Motor Pool. The College of Natural Resources has a number of University Vehicles that are available on a rental basis.

A-10. Non-Own and Hired Auto Liability. Hired auto liability coverage will pay for damages to a third party, on behalf of the University, if you cause an accident or an injury to someone while you are driving a rented car or non-owned vehicle for university business. [add. 3-14]

A-11. Passenger Vehicle. A sedan, light truck, or sport utility vehicle. [ren. 3-14]

A-12. Rental Vehicle. A passenger vehicle or pickup rented in the name of the university for official university purposes.

A-13. Texting. Reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. Texting includes use of voice-operated or hands-free
devices that allow the user to review, prepare and transmit a text message without the use of either hand except to activate, deactivate or initiate a feature or function. [add. 5-13]

A.14. Trucks and Moving Vans. Vehicles larger in size that in some cases require special operator training and licensing through the State of Idaho. (State). [ren. 5-13]

A.15. University Vehicle. Any licensed vehicle owned, rented or leased by the university for official university purposes. [ren. 5-13]

A.16. University-Owned Vehicle. A vehicle licensed and titled in the name of the university. All university-owned vehicles must be reported annually to the Office of Risk Management (Risk). [ren. 5-13]

A.17. Volunteer. Authorized volunteers are persons who are not employees of the university but who have been asked to perform a specific function on a volunteer basis. Volunteers must be recruited and authorized by a university employee who has hiring authority (see APM 5.11). [ren. 5-13]

BB. OverviewPolicy

B-1. In General. University vehicles, which are any licensed vehicle or SOHV owned, rented or leased or coach courtesy vehicle (when the vehicle is not used for personal business), are provided to further the educational mission of the university, and may only be used for official university business. Units possessing and individuals operating a university vehicle will adhere to this policy and the Standards for University-Owned, Rented or Leased Vehicle Use and Coverage.

The use of University Vehicles for personal or other non-official business is strictly prohibited. Operators of University Vehicles are expected to be good stewards of this important asset. The president and certain other university employees designated by the president (e.g., persons who are subject to emergency call) are authorized to drive university vehicles between the campus and their homes and to keep the vehicles at their residences. All vehicles, except as described above, are to be kept in assigned parking areas when not in use.

The title of a vehicle determines which party responds to auto losses. Vehicles titled to the university must be enrolled in liability coverage, and if five years old or newer, physical damage coverage. Coverage is through the State of Idaho Risk Management Program (State RMP).

B-2. University Vehicles which include University-Owned Vehicles, Specialty Off Highway Vehicles (SOHV), Motor Pools, Rentals and Coach Courtesy Vehicles.

Insurance Coverage for University Vehicles. Coverage for University Vehicles is through the State of Idaho Risk Management Program (State RMP). Units are responsible for deductibles and damage not covered through the State RMP. Vehicles titled to the university and vehicles provided by dealerships to coaches (when the coach courtesy vehicle is not used for personal business) University Vehicles must be enrolled in full coverage if 20 years or newer and liability coverage if 21 years or older. See Standards for University-Owned, Rented or Leased Vehicle Use and Coverage for coverage process and exceptions.

B-3. Restriction on Passengers. Medical payments Coverage is not carried on university vehicles. For this reason, university policy restricts passengers in university vehicles to only the following persons: UI employees, persons cooperating in UI projects or programs, and students participating in authorized travel. [rev. 3-14]

B-4. Coach Courtesy Vehicles. Coach courtesy vehicles used solely for university business purposes must be covered by the university for liability and physical damages with the dealership being listed as loss payee, and the coach must qualify to operate the vehicle per requirements for use of a UI owned, rented or leased vehicle. Coach courtesy vehicles used for both personal business and business purposes must be covered by the coach’s personal automobile policy; in this
B-5. Purchasing Vehicles. Units acquiring vehicles, equipment, SOHVs or trailers that involve a title for ownership must:

a) Process purchase through Purchasing Services,

b) Ensure that each vehicle has an Accident Kit,

c) Post cautionary, safe-use guideline signs provided by Environmental Health and Safety (EHS) in conspicuous locations in all 8-12 passenger vans and SOHVs,

d) Immediately report all accidents to Risk,

e) Assist Risk in any accident investigation,

f) Maintain vehicles, as per EHS requirements,

g) Have each vehicle inspected by a qualified inspector annually,

h) Ensure that each university-owned vehicle is equipped with a first aid kit and a fire extinguisher; and

i) Adhere to the Standards for University-Owned, Rented or Leased Vehicle Use and Coverage.

B-6. 15-Passenger Vans. The university does not allow the purchase, rental, or use of any 15-passenger vans, whether new or used.

B-7. Motor Pool Requirements. A motor pool’s requirements for use of its vehicles may be more restrictive than university requirements but may not be less restrictive. Units wishing to rent vehicles to other university units must consult with Risk before the rental occurs.

B-8. Rentals. Rental vehicle drivers must meet driver qualifications as set forth in B-10. Whenever possible, rentals must be arranged for by visiting Accounts Payable’s Travel Services website, which provides for rentals through contracted rental companies. Renters may only purchase rental car agency insurance (liability and physical damage) only if the unit is unwilling to pay the comprehensive and collision deductibles charged by the State RMP; the vehicle is rented outside the United States; the rented vehicle is a Large Truck or Moving Van; and/or if any passenger is not covered by student insurance or by worker’s compensation insurance. Contact Risk for assistance if rental through contracted rental companies is not available in area or when renting a Large Truck or Moving Van.

B-9. Privately Owned Vehicles. In order to ensure safe operation of University Vehicles, drivers must qualify to use the vehicles. Before operating a University Vehicle, a university employee must have on file with his/her unit: (i) an Authorization to Travel form signed by the appropriate authority for the unit; (ii) verification of completed driver training; (iii) a satisfactory driver’s record check; and (iv) a signed Vehicle Use Agreement (VUA). If an accident occurs, drivers (see section I) of University Vehicles must report claims promptly.

Vehicles titled to individuals, or privately-owned vehicles, even if used for university business, are not part of and are not covered by, the State RMP’s comprehensive or collision coverage. Passengers in a privately owned vehicle may be covered through the insurance of that vehicle, depending on the insurance coverage maintained by the owner of the private vehicle. The non-university vehicle’s liability coverage is excess covering the university for non-owned and hired auto liability. The university’s liability coverage would not cover the driver’s personal liability.

Drivers of a non-university vehicle for official university business are responsible for compliance with all federal, state, and local laws and regulations applicable to vehicle operation and are not to use mobile phones or other electronic devices while operating a vehicle, including but not limited to using such devices for texting.

B-10. Units that own vehicles must: (i) ensure that each vehicle has an accident claim kit; (ii) post cautionary, safe-use guideline signs provided by Environmental Health and Safety (EHS) in
conspicuous locations in all 8-12 passenger vans; (iii) immediately report all accidents to Risk; (iv) assist Risk in any accident investigation; (v) maintain vehicles, including update maintenance records and inspect vehicles on a regular basis; (vi) have each vehicle inspected by a qualified inspector annually; and (vii) ensure that each university-owned vehicle is equipped with a first aid kit and a fire extinguisher.

The College of Natural Resources requirements for use of its vehicles may be more restrictive than university requirements, but may not be less restrictive. Information on procedures and charges for these vehicles can be obtained by contacting the College of Natural Resources. If a unit wishes to rent vehicles to other university units, it must consult with Risk before the rental occurs. [ed. 3-14]

The president and certain other university employees designated by the president (e.g., persons who are subject to emergency call) are authorized to drive University Vehicles between the campus and their homes and to keep the vehicles at their residences. All vehicles, except as described above, are to be kept in assigned parking areas when not in use.

Units are responsible for notifying Risk and Asset Accounting of newly acquired vehicles, regardless of vehicle age or value, and notifying Risk annually thereafter. Units are responsible for putting an accident claim kit in University Vehicles and for making sure the forms are updated or replaced as needed. [ed. 3-14]

The university does not allow the purchase or rental of any 15 passenger vans, whether new or used. Effective 7/1/2010, 15 passenger vans may not be purchased, rented, borrowed or used by any university units. For alternatives to 15 passenger vans, contact Risk (see section K).

C. Insurance Coverage for University Vehicles.

C-1. Liability Coverage for University Vehicles. Through the Idaho Tort Claims Act (Idaho Code 6-901 through 6-929), State RMP is charged with management of auto liability and auto physical damage (comprehensive and collision) coverage. The university participates in the State RMP coverage, and all University Vehicles are covered (see section G). [ed. 3-14]

C-2. Physical Damage Coverage for University Vehicles. (Comprehensive and Collision Coverage). The university maintains physical damage coverage on its owned vehicles of the five most recent model years, as determined July 1 each year, and on specific other vehicles at the request of a unit, with a deductible of $500 per loss. Units must have physical damage coverage on vehicles that are five years or newer. Physical damage coverage for vehicles older than five years is acquired by unit request (see section G). Units are responsible for deductibles and damage not covered through the State RMP. [ed. 3-14]

C-3. Medical-Payments Coverage for University Vehicles. Medical-payments coverage is not carried on University Vehicles. For this reason, university policy restricts passengers (see section H) in University Vehicles.

D. Use of and Insurance for non-University Vehicles. When a university employee or student uses any non-University Vehicle for official university business, (i) such drivers are responsible for compliance with all federal, state, and local laws and regulations applicable to vehicle operation; (ii) drivers are not to use mobile phones or other electronic devices while operating a vehicle, including but not limited to using such devices for texting; and (iii) the non-University vehicle’s insurance is primary. Up to the limit of the Idaho Tort Claims Act ($500,000), the university’s liability coverage is excess, but only Non-Owned and Hired Auto Liability and not Personal Liability. The university’s comprehensive-collision coverage will not extend to a non-University Vehicle driven on university business by its owner or by another driver. The private vehicle’s comprehensive-collision insurance (if available) will provide the only coverage (see section H for passengers). Employees should check with their personal insurance company to determine coverage on their privately-owned vehicle when used for business purposes. [rev. 5-13, 3-14]
E. Rental Vehicles

E-1. Rental vehicles are only to be used for official university business. The driver must have on file with his/her unit an Authorization to Travel form signed by the appropriate authority for the unit. The driver must sign the rental agreement in his/her name, followed by the initials “UI”, to indicate to Risk and State RMP that the vehicle is being rented for official university business. The driver is responsible for ensuring that he/she has met the requirements of the university’s driver policies and any specific requirements of the rental agency or loaning organization (e.g., age requirements, credit card, etc.). When traveling, the driver must carry an accident claim kit, available by contacting Risk.

E-2. Purchasing Services has entered into contracts with rental agencies that will give UI employees special rental rates and/or benefits. Contact Purchasing Services at 885-6116 for details on contract specials or cost savings. Visit Accounts Payable’s website at http://www.uidaho.edu/controller/accountspay regarding reduction of the deductible and the benefits of using the UI Purchasing Card to pay for a rental. [ed. 11-10]

E-3. Inspect the vehicle before operating and immediately bring any damage to the attention of the rental agency. When returning the vehicle, inform the rental agency (before leaving the lot) of all obvious damage or defects.

E-4. Collision Damage Waiver and Liability Insurance from the rental agency. Within the United States, State RMP coverage (liability and physical damage) automatically extends to a vehicle rented by a university employee for official university business. Only purchase rental car agency insurance (liability and physical damage), if:

- the unit is unwilling to pay the $500 comprehensive and collision deductibles charged by the State RMP;
- the vehicle is rented outside the United States;
- the rented vehicle is a truck or moving van. (State RMP does not provide coverage for truck rentals or moving vans. When an employee rents a truck for official university business, the employee must purchase the liability and physical damage insurance offered by the rental agency because the university cannot provide the coverage required in the agency’s rental agreement. Units are responsible for any deductible for the insurance.);

B-3. d. see section H for information regarding passengers.

F. Motor Pools. The College of Natural Resources has vehicles available for rent by other units. Any unit wanting to rent vehicles to other university units must consult with Risk before the rental occurs and must ensure the following requirements are met before releasing a vehicle:

F-1. Obtain verification that a signed VUA form is on file in the driver’s unit;

F-2. Ensure that each vehicle has an accident claim kit. To request an accident claim kit, contact Risk. (see section K);

F-3. Post cautionary, safe-use guideline signs provided by EHS in conspicuous locations in all 8 - 12 passenger vans (see section B for van details);

F-4. Immediately report all accidents to Risk, and when appropriate, assist Risk in any accident investigation or information gathering activity;

F-5. Maintain vehicles, update maintenance records, and inspect vehicles on a regular basis. All University Vehicles must pass inspection by a qualified inspector annually. An Annual Vehicle Inspection
Checklist must be used to document a University Vehicle has passed an annual inspection in order for it to remain in service. It is recommended that checklists that are at least as comprehensive as those provided in the Idaho Office of Insurance Management’s Statewide Safety and Loss Control Program Model, are used to perform weekly, monthly and quarterly inspections. Approved checklists may be found and downloaded from the EHS website at www.uiweb.uidaho.edu/safety.

F-6. Ensure that each university-owned vehicle is equipped with a first aid kit and a fire extinguisher.

G. Annual Renewal, Additions, or Deletions of State RMP Auto Coverage. In return for the low auto coverage premiums enjoyed by the university, it is necessary to provide timely and accurate information about University Vehicles to State RMP. Units can easily manage their schedule of vehicles by deleting a vehicle from coverage when sold or surplused by completing a Vehicle Coverage Add/Change/Delete Worksheet. Procedures can be found on Risk’s website (see section K). [ed: 3-14]

G-1. Annual Renewal. Each spring, State RMP requires the university to verify that the list of vehicles reported to the State RMP is an accurate listing of all University Vehicles. Units must verify the vehicle spreadsheet received from Risk for the annual renewal. Changes to the spreadsheet should be reported to Risk using a Vehicle Coverage Worksheet. If there are no changes to report, Units must send an email to Risk stating that no change is needed. Units can optimally manage their annual renewal by ensuring they have put Risk on notice of any changes to the unit’s contact, and of newly acquired or divested vehicles. Units can make this notification by completing a Vehicle Coverage Worksheet. [ed: 3-14]

G-2. Additions or Deletions of University Vehicles to Liability Coverage. Units that own vehicles are responsible for adding each new vehicle to liability coverage when it is acquired. There is no cost to the unit for liability coverage. [ed: 3-14]

G-3. Additions or Deletions of University-Owned Vehicles to Comprehensive and Collision (Physical Damage) Coverage. Units that own vehicles are responsible for adding each new vehicle to comprehensive and collision coverage when the vehicle is acquired. Units must have comprehensive and collision coverage on vehicles that are five years old or newer, and can request coverage on older vehicles. The charges will be processed annually when the billings are received from the State RMP. Premiums are not prorated. [ed: 3-14]

H. Passengers.

H-1. Passengers Allowed. Only the following persons may ride in University Vehicles: (i) UI employees, (ii) persons cooperating in UI projects or programs, and (iii) students participating in authorized travel. [rev: 3-14]

H-2. Medical Payment Coverage. Medical-payment coverage is not carried on University Vehicles. [add: 3-14]

H-3. Rental Car Agency Insurance for Passengers in Rental Cars. Rental car agency insurance for liability and physical damage may be purchased if any passenger is not covered by student insurance or by worker’s compensation insurance. [add: 3-14]

H-4. Insurance Coverage for Passengers in Privately Owned Vehicles. Passengers in a privately owned vehicle may be covered through the insurance of that vehicle, depending on the insurance coverage maintained by the owner of the private vehicle. There is no insurance coverage through State RMP for passengers. [rev: 3-14]

I. Driver Qualifications. Driving a University Vehicle is a serious responsibility reserved for university employees and select other persons. Units assist the university in controlling risks.
(i) by making sure that drivers are qualified by meeting the requirements contained in section I-3, and (ii) by reporting the observation of any unsafe practices to Risk.

All drivers, including volunteers, are expected to comply with the Standards for University-Owned, Rented or Leased Vehicle Use and Coverage and all policies regarding qualification to operate University Vehicles, including rental vehicles, which are university-owned vehicles, SOHVs, rentals, leased vehicles, and coach courtesy vehicles (when used only for business purposes). A driver may be disqualified based on their driving performance.

I-1. ASUI Student Drivers. Students may be authorized to drive ASUI vehicles by procedures approved by the ASUI. Names of students authorized to drive ASUI vehicles must be filed in writing, in advance, with Risk. Student drivers must meet the UI driver qualifications listed in section I-3.

I-2. Non-Employee Drivers. The president, or designee, provost, a vice president, dean or director may authorize a non-employee to drive a University Vehicle, excluding 9-12 passenger vans, if the purpose is for official university business and the individual holds a valid driver’s license. All such authorizations must be approved in writing and signed by one of the above officials. A UI Authorization of Approved Driver of University-Owned Vehicle(s) form must be completed. Examples of situations that may be approved under this section include use of University Vehicles by members of boards or councils performing services for the university. Persons authorized to drive vehicles under this section are considered to be authorized volunteers for purposes of financial responsibility and for purposes of the Idaho Tort Claims Act, Idaho Code §§6-901 through 6-929.

I-3. Qualifications for Driving University-Owned Vehicles. A driver must meet the following qualifications before being permitted to drive a University Vehicle on official university business or officially sanctioned student activity: (i) satisfactory driving performance, (ii) a signed VUA, and (iii) proof that he/she has taken the UI driver’s training course.

a. Satisfactory driving performance. Employee drivers must provide proof of a satisfactory driver’s record check and must maintain satisfactory driving-related conduct. In addition to the conditions listed in I-3, a driver’s privileges may be suspended or revoked under the provisions of paragraph (ii) below based on reports of unsatisfactory driving-related conduct. [rev. 12-11]

(i) Driver’s record check. Employee drivers are responsible for providing a three-year driver’s record check when first hired or before the employee’s initial use of a University Vehicle. The record check must be repeated at least every three years. Drivers licensed in the State of Idaho may have the check made by designated unit personnel using the Idaho Department of Transportation’s website at no charge to the unit. For a list of unit personnel designated to obtain Idaho driver’s records, visit the Risk website (see section K). Out-of-state or international license holders are responsible for providing a current copy of their three-year driver’s record and any legend, key or other documentation necessary to interpret the record. [ed. 12-11, 3-14]

Unit personnel interested in gaining access to check an employee driver’s record from the Idaho Department of Transportation should contact Risk.

(ii) Disqualification. Any of the following conditions listed on a driver’s record or disclosed by the driver will disqualify an employee from driving a University Vehicle. [rev. 12-11, ed. 3-14]

a. Accumulation on the employee’s Idaho driver’s license record of 9 or more points within the past 36 months [see IDAPA §39.02.71]; [rev. & ren. 12-11]

Accumulation on the employee’s out-of-state or international driver’s license record of one-half the point total that would trigger suspension or revocation of the driver’s license;

b. Suspension or revocation of the employee’s driver’s license within the past 3 years for any driving-related conduct whether or not involving a University Vehicle, subject to the provisions of (iii)(b), below, [rev. & ren. 12-11]
c. A conviction, plea of guilty, withheld judgment, or other determination of fault ("Conviction") for an alcohol or drug-related offense while driving whether or not involving a University Vehicle.

A second Conviction will result in permanent revocation of driving privileges. Employee drivers who become disqualified a second time may be subject to permanent revocation of driving privileges and disciplinary action, up to and including dismissal. See the Standards for University-Owned, Rented or Leased Vehicle Use and Coverage for details on qualifications.

d. Any infraction for use of a mobile phone or other electronic device in texting while driving, when the employee or authorized non-employee is performing official university business in support of a federal grant or contract. [add. 5-13]

The university’s ability to suspend or revoke an employee’s driving privileges for the reasons stated above shall not limit the university’s ability to dismiss the employee for cause under the provisions of FSH 3910, FSH 3920, and FSH 3930. [add. 12-11]

(iii) Reinstatement. [add. 12-11]

a. An employee who accumulates excessive points on his/her record will be prohibited from driving a University Vehicle until he/she successfully completes an approved safe driving course, and the responsible Vice President, Director, or Dean, in his or her sole discretion, thereafter authorizes resumption of driving privileges. [add. 12-11]

b. An employee whose license has been suspended will be prohibited from driving a University Vehicle until the license is reinstated. The university may, however, suspend university driving privileges for a longer period, up to one year, for serious offenses, and may require driver training. In making this determination, the university will decide in its sole discretion whether the offense is serious enough to warrant a longer suspension, and may consider aggravating and mitigating circumstances, such as previous driving record, level of impact on the employee, and past work performance, and may permit limited driving with restrictions. An employee’s driving privileges may be reinstated only by the responsible Vice President, Director or Dean, in consultation with General Counsel and the Risk Management Officer. [add. 12-11]

c. An employee who receives a Conviction for an alcohol or drug-related offense while driving will be prohibited from driving a University Vehicle until the Conviction is reviewed by the responsible Vice President, Director, or Dean in consultation with General Counsel and the Risk Management Officer. Driving privileges may be reinstated only if the following two conditions are met: 1) the employee successfully completes, at the employee’s expense, an approved drug and alcohol awareness class, and 2) the employee is authorized to resume driving by the responsible Vice President, Director or Dean, in consultation with General Counsel and the Risk Management Officer. In making this determination, the university will decide in its sole discretion the appropriate length of time of the suspension, and may consider aggravating and mitigating circumstances, such as previous driving record, past work performance, and whether driving is a minimum qualification of the employee’s position. The university may permit limited driving with restrictions. [add. 12-11]

The employee will be subject to random alcohol and drug testing at the direction of the university for one year from the date of Conviction. Failure of an alcohol or drug test, or failure to submit to required testing, by an employee whose job description requires him/her to drive, will be grounds for immediate dismissal from employment. [add. 12-11]
Grievances. An employee aggrieved by the suspension or revocation of driving privileges may file a timely grievance under the provisions of FSH 3840, 3860, 3880, or 3890. 

b. Satisfactory driving-related conduct. To retain university driving privileges, all employees must maintain a satisfactory driver’s record throughout their employment, and have satisfactory driving-related conduct.

(i) Employee drivers are expected to self-report driving occurrences that may cause disqualification under section I-3.a.i., and to comply with all university driving policies. Employee drivers who become disqualified a second time will be subject to disciplinary action, up to and including dismissal. Supervisors are expected to report second disqualifications to Risk within 24 hours of being aware of the driving-related conduct.

(ii) Employee drivers must: report all accidents to their supervisor and to the unit to which the vehicle is permanently assigned; obtain a police report, as necessary; file an accident report with Risk; and when appropriate, assist Risk in any accident investigation or information gathering activity. The driver must also make required reports to law enforcement agencies.

(iii) At the discretion of Risk, or if any university employee is found at fault for an accident while driving a University Vehicle, the employee’s unit will be required to provide Risk with a copy of the driver’s record and VUA, and proof of driver’s training. At-fault drivers may be required to repeat driver training.

c. Drivers Training. All employees and authorized volunteers who wish to drive a University Vehicle must successfully complete an approved defensive driving course upon initial employment, unless they already possess a valid Commercial Drivers License (CDL). Defensive driving courses are offered and/or approved by EHS. Unit supervisors must ensure that employees have completed required training before they are allowed to drive a University Vehicle.

(i) Departmental responsibility for monitoring driver training. Units must ensure that their employees, authorized volunteers, or approved ASUI student drivers complete the appropriate training before driving a University Vehicle for official university business or officially sanctioned student activity.

d. Driver and Safety Requirements. Responsibilities and/or driver restrictions:

(i) Drivers of University Vehicles must be at least 18 years old. Drivers of vehicles that carry 8 or more passengers must be at least 21 years old.

(ii) Drivers must have and maintain satisfactory driving performance (see section I-3.a).

(iii) As required, drivers must have successfully completed the appropriate driver training, or have a valid CDL.

(iv) A VUA must be signed and approved. Drivers must adhere to all conditions listed in the VUA, which can be obtained from Risk.

(v) State and local traffic laws, and university regulations must be obeyed at all times. A UI employee or authorized volunteer who violates such laws or regulations may, under
certain circumstances, be personally responsible for any consequent damages or fines and may be subject to disciplinary action.

(vi) Driving time per driver is limited to a maximum total of 8 hours per day. It is recommended that uninterrupted driving times not exceed 2 hours, separated by a minimum 15 minute break.

(vii) Mobile phone or other electronic device use, including but not limited to texting, is prohibited while driving. [rev. 5-13]

(viii) Smoking is not permitted in a University Vehicle.

(ix) Open containers of alcohol are not permitted in a University Vehicle. Drivers may not drive while under the influence of drugs or alcohol. Medications that do not impair the driver’s ability or cause drowsiness are permitted. [ed. 3-14]

(x) Drivers and passengers must wear seat belts and/or shoulder belts at all times while driving or riding in all vehicles.

J. Vehicle Accidents and Claims.

J-1. University-Owned Vehicles. In the event of an accident involving a university-owned vehicle, notify Risk immediately and submit an Auto Accident Report Guide to Risk within 72 hours. If a loss arises from the vehicle accident, Risk will work with the driver and the driver’s unit to submit a claim to State RMP (see section K). [ed. 3-14]

J-2. Rental Vehicles. In the event of an accident in a rental vehicle, inspect the vehicle with a representative of the rental agency to establish a mutual understanding as to the amount of damage. If you did not purchase collision insurance from the rental agency, inform the representative that the vehicle was rented for business use, and ask the agent to submit a claim to the State RMP. Give the rental agency the green “Citizen’s Claim Procedure” form from the accident claim kit, and provide Risk’s main number (208) 885-7177. If the rental agency demands immediate payment for a damaged vehicle, contact Risk.

J-3. When Injuries are Involved. In the event of injury to a university employee or authorized volunteer, inform the medical provider that the individual’s workers compensation insurance is provided through the State Insurance Fund. Supervisors must promptly notify EHS of the accident so a workers compensation claim can be initiated in a timely manner. In the event of injury to any other individual, notify Risk immediately. In the event of a serious or life-threatening injury, notify your supervisor immediately and ask the supervisor to escalate the report to Risk immediately.

C. Process. See the Standards for University-Owned, Rented or Leased Vehicle Use and Coverage found on Risk’s website by clicking Insurance, then Vehicle Use and Coverage, for step by step instruction for policy compliance, processes and the completion of applicable forms.

KD. Contact Information. Information and forms for For any questions regarding the use of University Vehicles, driver requirements, or vehicle insurance coverage are available on the Risk Management and Insurance website. Risk’s website, https://www.uidaho.edu/dfa/administrative-operations/business-services/risk-management, then click Vehicle Use and Coverage. Any questions regarding vehicles should be referred to Risk by emailing: please contact Risk at (208) 885-7177, risk@uidaho.edu or by fax at (208) 885-9490.
L. Forms and Examples. For all forms, examples and further instructions on procedures, visit www.uidaho.edu/risk/insurance/vehicles.
POLICY COVER SHEET
For instructions on policy creation and change, please see https://sitecore.uidaho.edu/governance/policy.

All policies must be reviewed, approved, and returned by the policy sponsor, with a cover sheet attached, to ui-policy@uidaho.edu.

Faculty Staff Handbook (FSH)
☐ Addition ☐ Revision* ☐ Deletion* ☐ Emergency ☐ Minor Amendment
Policy Number & Title:

Administrative Procedures Manual (APM)
☐ Addition X Revision* ☐ Deletion* ☐ Emergency ☐ Minor Amendment
Policy Number & Title:
  APM 70.02 Travel
*Note: If revision or deletion, request original document from ui-policy@uidaho.edu. All changes must be made using “track changes.”

Originator:

Policy Sponsor, if different from Originator: Linda Campos lcampos@uidaho.edu 208-885-6530

Reviewed by General Counsel X_Yes ___No Name & Date: Kent Nelson, 05/21/21

1. Policy/Procedure Statement: Briefly explain the reason for the proposed addition, revision, and/or deletion.

With the implementation of the Chrome River Travel and Expense Program, the Travel Chapter 70 was outdated and not consistent with the new process. The Section was removed from the APM and redesigned to provide the UI and State travel policies in the APM and include the processing information on the Accounts Payable/Chrome River websites. Instead of single APM sections, one narrative or summary for the travel policies was developed.

2. Fiscal Impact: What fiscal impact, if any, will this addition, revision, or deletion have?

None, it provides a clearer guideline for business related travel.

3. Related Policies/Procedures: Describe other UI policies or procedures related or similar to this proposed change, or that will be impacted by it.

Risk Management section 05.08 has been referenced during the APM update to provide the travelers a clear understanding of the Risk to both the University and the traveler and their responsibilities.

4. Effective Date: This policy shall be effective on July 1, or January 1, whichever arrives first after final approval (see FSH 1460 D) unless otherwise specified in the policy.

The current section has been removed from the APM. We would like the section to be available on the first possible date after it has been approved.
It is UI policy to reimburse employees for expenses incurred while traveling on official UI business. Such reimbursement is subject to all applicable statutes, regulations, contracts, policies, procedures and budget availability.

1. Departmental administrators, along with the Division of Finance and Administration, are responsible for ensuring that travel expenditures comply with the State of Idaho Travel policies. Employees are responsible for compliance with all UI policy and procedure relating to travel, including APM 05.08 Vehicle Coverage and Use. Employees are expected to be prudent in making travel arrangements and selecting the lowest cost options available. Any questions regarding this policy should be directed to the Accounts Payable Travel team at travel@uidaho.edu.

In addition to making sure travel expenditures are compliant, units are also responsible for implementing policy and procedures related to the use of UI owned and rented vehicles, including but not limited to vehicle coverage, vehicle rentals, and driver qualification. For more information see the Risk Management website at https://www.uidaho.edu/dfa/administrative-operations/business-services/risk-management/insurance, then click Vehicle Use and Coverage.

2. Employees are expected to be prudent in making travel arrangements and selecting the lowest cost options available.

B. Definitions.

1. Official Travel Status. — Traveler is physically away from their official work location station by a distance of 50 miles or more, or their travel includes an overnight stay.

2. Traveler. — Any person traveling on behalf of the University of Idaho for the purpose of Official University business.

3. In-State Travel. — Travel between locations in Idaho.

4. Out-of-State Travel. — Travel from within Idaho to a destination outside of Idaho, but within the continental United States, and U.S Territories return there from.

5. Foreign Travel. — Foreign travel comprises travel to/in foreign countries. It does not include travel in Alaska, Hawaii, Puerto Rico or U.S. Possessions/territories.

6. Commercial Lodging. — Lodging such as a hotel, motel, or apartment provided to the public for pay during travel requiring overnight absence from an employee's official station, during which expenses arising from the use of commercial lodging are expected.

7. Non-Commercial Lodging. — Lodging during travel requiring overnight absence from an employee's official station during which non-commercial lodging is used for which the traveler does not provide payment (e.g., camping equipment, recreational vehicle or private home).

8. Official Station. — The city, town or other location to which an employee is assigned.


11. **Unrestricted Air Travel** — Airline travel for which there are no restrictions on ticket purchase (e.g., seven- or fourteen-day advance purchase, Saturday night stay or non-refundable provisions).

C. **Persons Eligible for Travel Expense Reimbursement**

1. **Employees** — UI employees are eligible for travel reimbursement for expenses incurred in connection with official travel.
2. **Employees on Leave** — Reimbursement for travel expenses incurred during sabbatical or other types of leave is warranted only in exceptional circumstances.
3. **Unpaid Members of Advisory Committees** — Unpaid members of advisory committees may be reimbursed for actual and reasonable expenses.
4. **Recruitment for Employment** — Reimbursement is limited to travel expenses for personal interview and must be approved in advance by authorized campus personnel. Prior approval is required if reimbursement includes travel expenses for other members of the candidate’s family.
5. **New Employees – Household Moves** — New employees may be reimbursed for household moving expenses, subject to the provisions of APM 75.38 New Employee Moving Expense Reimbursement for UI Personnel.
6. **Students** — Students who travel as employees or officially designated representatives of a campus may be reimbursed for travel expenses as defined above for employees or unpaid members of advisory committees.
7. **Non-Employees and Volunteer Workers** — Non-employees and volunteer workers may only be reimbursed only for travel expenses incurred in conjunction with providing a service to the institution through a formal or informal contractual relationship.

D. **Pre-Travel Approval—Travel and Expense Reimbursement Authorization**

1. **Pre-travel Authorization Required** — Travel expenses will be reimbursed provided the trip is approved in advance by authorized campus personnel. The definition of authorized personnel may vary somewhat by unit but will usually include a supervisor and/or department financial positions prior to the commitment being made. Requests should be submitted by travelers or staff who are knowledgeable of the State of Idaho Policies and University Procedures. Individuals submitting requests will be held accountable for compliance with these rules.
2. **Blanket Travel Authorization** — Employee Pre-Travel authorizations must be submitted and approved prior to travel. Blanket travel authorization may be approved for a series of trips that relate to the employee’s official job requirements and duties when they require frequent or continuous travel. Blanket authorizations provide advance approval when travel is within the usual limits of their duties.
3. **Advances** — Travel advances for per diem and incidentals or travel expenses related to students paid by either direct deposit or check payments may be issued by either direct deposit or check payment no more than two weeks prior to the traveler’s departure date.
4. **International Travel** — Pre-approval requires additional steps in the approval process. For information concerning International Travel, please see APM 70.23.

E. **Travel Expense Reporting**

The university provides the UI Purchasing Card Program as an efficient method of paying for travel expenses. Travel expenses not included on the purchasing cards may be reimbursed to the traveler.
When employees travel together, it may be expedient for one employee to pay and report specific expenses of other employees. Reimbursement for multiple employees is only allowed when actual expenses are being reimbursed and are supported by receipts. For business-related group meals, deductions are made from the per diem amounts for employees involved. Travel expenses must be submitted through approved University procedures, along with receipts and other required information.

Any changes to the duration of the approved travel resulting from unusual circumstances, such as severe weather, road conditions, airline delays, illness, or other situations beyond the traveler’s control must be fully documented and approved to support the increase or decrease of allowable costs and time resulting from the unusual circumstances.

An employee may be permitted to take a period of leave, with or without pay, while on a trip authorized for official business. In this situation, the traveler must document the actual costs incurred with a detailed comparison to the amounts that would have been incurred had the trip included only the authorized and required duration, destinations. When submitting the Expense Report, the employee should document the date and time of the beginning and the ending of the included period of leave. Travel expenses (airfare, lodging, car rental, etc.) for travel costs relating to the personal leave may not be charged to the UI Purchasing Card.

**Purchasing Card Travel Expenses**

1. **General.** The University of Idaho provides a corporate purchasing card for small-dollar purchases and for the use of pre-approved business travel expenses. To the extent practical, all costs for travel should be incurred using the purchasing card or travel advances to minimize the need for the traveler to incur costs prior to being reimbursed.

2. **Eligibility.** Any current employee who travels or purchases small-dollar items relating to their responsibilities outlined on their official job description is eligible for use of a purchasing card.

3. **Card Acceptable Usage.** Employee use of the purchasing card may be used for business travel and other business expenses. Business travel expenses including lodging, meals, car rental and miscellaneous expenses incurred while traveling for business purposes. Expenses not allowed on the purchasing card are costs covered by per diem, mileage or fuel for personal vehicles, and personal travel expenses, and Travel expenses that involve the combination of both business travel and personal travel are also excluded from the use of the purchasing cards.

4. **Responsibilities**

   a. The employee or cardholder is responsible for charges placed on their purchasing card. Consequences of misuse may include disciplinary action up to and including dismissal, personal liability, repayment of all costs for personal expenses, prosecution, and any legal costs incurred by the state in the investigation and prosecution for any misuse of the purchasing card.

   b. The cardholder or the cardholder’s financial unit is responsible for reconciling the purchasing cards in a timely manner and ensuring that the expenses are submitted within 30 days after the traveler has concluded travel. The unit is responsible for notifying the Purchasing Card Administrator when an employee terminates their employment.
F. Travel Expense Reporting

1. General. Travel expenses not paid for via purchasing card or travel advance may be reimbursed to the traveler.

2. Group Expenses. When employees travel together, it may be expedient for one employee to pay and report specific expenses of other employees. Reimbursement for multiple employees is allowed only when actual expenses are being reimbursed and are supported by receipts. For business-related group meals, deductions are made from the per diem amounts for employees involved. Travel expenses must be submitted through approved University procedures, along with receipts and other required information.

3. Unusual Circumstances. Any changes to the duration of the approved travel resulting from unusual circumstances, such as severe weather, road conditions, airline delays, illness, or other situations beyond the traveler’s control, must be fully documented and approved to support the increase or decrease of allowable costs and time resulting from the unusual circumstances.

4. Leave Period during Official Travel. An employee may be permitted to take a period of leave while on a trip authorized for official business. In this situation, the traveler must document the actual costs incurred with a detailed comparison to the amounts that would have been incurred had the trip included only the authorized and required duration and destinations. When submitting the expense report, the employee must document the date and time of the beginning and the ending of the included period of leave. Travel expenses (airfare, lodging, car rental, etc.) related to the personal leave may not be charged to the UI Purchasing Card.

G. Travel Agency Services. A unit may use the services of a travel agency. Use of a travel agency must comply with FSIU 6421 Nepotism.

Departments may purchase tickets from a variety of sources. Price, service, and administrative cost are major factors in the purchasing decision. However, in no case shall arrangements be made with businesses owned or operated by family members.

H. Student and Team Travel

1. Student Travel. General. Student travel related to either the student’s employment or educational experiences is eligible for expense reimbursement. Travel authorizations and reimbursements follow the same travel procedures and policies as those for current University employees. Student travel procedures provided in H-2 through H-4.

2. Athletic Teams and Student Group Payments. Group leaders who pay all or part of the group’s expenses may be reimbursed by submitting a Travel Expense Report for the actual expenses incurred. When one UI employee, such as a coach, athletic director, or group leader, pays for the travel expenses of the team or group members.

3. Student Travel with Employee. UI Purchasing Cards may be used to charge travel costs for student employees who are traveling with another employee. Non-employee students may need to pay for their own travel costs and request reimbursement. If a student travels with an employee, faculty/staff, or representative member, the non-student employee, faculty/staff member, or employee may pay for the student’s travel expenses, except meals, on a purchasing card. All student travel charges will need to be reconciled and included on the employee’s travel expense report.
2. **Student Travel without Employee.** If a student is traveling without a faculty/staff representative, the department may pay for student travel expenses, except meals, on a purchasing card.

### Meals and Incidental Expenses, Lodging, and Miscellaneous Expenses

**A. Meal and Incidental Expenses**

1. **General.** Generally, meals and incidental expenses are reimbursed at a per diem rate. The per diem allowance is a fixed amount for a full day of official travel and is not a reimbursement for actual costs incurred. No receipt is required.

2. **Per Diem for Partial Days of Travel.** Proration of per diem for partial days is required when travel does not involve an overnight stay, or when meals are furnished by others or when meals are furnished as part of a business-related meeting or conference.

   The following percentages shall be applied when prorated per diem is required. The meal allowance is based on the federal per diem for out of state destinations and for the maximum amount allowed within the state of Idaho.

   - On the day the trip begins, the traveler is eligible for 100% of the per diem if the trip begins before 12 p.m. (noon).
   - On the day the trip begins, the traveler is eligible for 50% if the trip begins after 12 p.m. (noon).
   - On the day the trip concludes, the traveler is eligible for 100% of the per diem if the trip concludes after 6 p.m.
   - On the day the trip concludes, the traveler is eligible for 50% if the trip concludes before 6 p.m.

   For the departure day, the per diem rate is based upon the location of overnight lodging. For the day the traveler returns from a trip, the per diem rate is based upon the last location of overnight lodging. For more information view the Accounts Payable Website.

3. **Actual Meal Expense Reimbursement.**
   
   a. **General.** Reimbursement for meals at actual expense is only allowed when hosting official guests and groups, for athletic team and student group meal expenses, and for unpaid members of advisory committees. When actual meal expenses are claimed, an itemized receipt is required. A reasonable gratuity not to exceed 20% of the cost for each meal expense may also be claimed.

   b. **Required Documentation.** When actual meal expenses are claimed, an itemized receipt is required. The receipt must separate the meal cost and the gratuity paid. When the receipt shows only the total charge, the traveler should write in the meal and gratuity amounts. When one employee claims reimbursement for meals of multiple employees, all employees’ names should be identified on the receipt.

4. **Foreign Rates for Meals and Incidental Expenses and Lodging**

   If any foreign travel is reimbursed at actual cost, a credit card statement with conversion to U.S. dollars may be presented. Otherwise, expenses may be converted from foreign currencies to US dollars using the conversion rate in the “Foreign Exchange column of the most recent conversion rate.” Travelers are responsible for ensuring that proper exchange rates are used.

   The Federal Foreign Per Diem rates are available on the U.S. State Department web site: http://www.state.gov/m/oas/pra/d/ and are updated monthly. From this web site you can select the
month in which travel occurred, which will take you to the list of rates in effect at that time. The U.S. State Department site lists foreign localities and corresponding per diem rates in U.S. Dollars. The first number following the locality is the per diem lodging rate for commercial travel, the second is the per diem rate for meals and incidental expenses, and the third number is the total per diem rate.

c. 3. Meals on One-Day Trips.—When a traveler departs and returns the same day, meal expenses are reimbursed only in the following cases:

a. When traveling as an unpaid member of an advisory committee
b. When a meal at a convention, conference or meeting is part of the agenda and the cost of the meal has not previously been paid with the registration fee
c. When directed or required to attend mealtime business meetings, including community or public relations meetings
d. Trips by athletic teams and student groups
e. Business-related activities may require the traveler to be away from their work station for a one-day trip may qualify for expense reimbursement in the following circumstances:

i. When an employee leaves their official station two or more hours before their regular work shift, they will receive the breakfast allowance

ii. When an employee returns to their official station two or more hours after their regular work shift, they will receive the dinner allowance

4. Incidental Expenses.

Incidental expenses are included in the per diem allowance. The term "incidental expenses" includes, but is not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and gratuities for services, such as for waiters and baggage handlers. The term does not include taxicab fares, airport shuttle or bus fares.

- **Communications—Telephone**—The cost of a personal telephone call within the US while on official travel status is allowed. The call is limited to one phone call for each full or partial day of official travel through commercial telephone services, not to exceed ten (10) minutes per call.

- **Internet Access**—The cost to gain access to the internet at the temporary work location or lodging vendor for official business is allowable. The cost to access the internet aboard airplanes, or other locations may be allowable, provided that a justification is attached to the travel expense report that such access at the time and location is essential in the performance of university business and is not predominantly for personal convenience or entertainment.

- **Tips and Gratuities**—Tips and gratuities— are included in the per diem allowance amount and cannot be claimed separately, even if the gratuity is unrelated to a meal expense. This includes all amounts related to baggage handling, hotel services, or for which gratuities are usual and customary for the services provided.

- **Laundry and Dry-Cleaning Services**—The cost for laundry and dry-cleaning services are allowable if the duration of the official travel exceeds five (5) calendar days, and if incurred while in travel status.

- **Entertainment**—The costs for entertainment such as in-room movies, video games, pay-per-view television programs or similar items, are not allowable.
Travelers with Disabilities — Travelers with disabilities are allowed payments of additional travel expense to accommodate their disabilities, such as including but not limited to per diem and transportation of an attendant, cost of specialized transportation, increased cost of specialized services for public carriers, or special baggage handling fees.

Other — Expenses not specifically described in these policies but which are necessary in the performance of official university business, when and properly authorized and documented, are allowable.

**B. Lodging**

1. **General.** Lodging expenses are normally reimbursed when authorized campus personnel determine that the traveler would not reasonably be expected to return to his or her residence between work shifts. Generally, lodging is reimbursed at actual and reasonable cost with appropriate documentation.

2. **Selection of Vendor.** When selecting a lodging vendor, traveler should consider the proximity to the travel destination, room type, and daily rate. Other amenities or premiums offered by lodging vendors can be considered in the selection process, such as on-site restaurants, internet access availability, free breakfasts and beverages, or other services, but the proximity and daily rate should be the primary consideration. At the time a reservation is made or when registering on-site, travelers should request the “government rate” if available and if it is less than the group or conference rate. University of Idaho Policy requires pre-approvals for all lodging expenses.

3. **Lodging Receipt Requirements.**

   **Required Documentation.** Lodging receipts are required and must show the following:
   - Traveler's name (or names)
   - Date(s) occupied
   - Room number
   - Number of persons occupying the room
   - Single room rate
   - Actual amount paid

   If the single room rate is not shown, a note on the receipt stating the single room rate and signed by the traveler or authorized campus personnel is acceptable.

4. **Non-Commercial Lodging Per Diem.** The intent of the non-commercial lodging per diem is to reimburse travelers using non-commercial facilities lodging (e.g., travel trailer or motor home) and should result in an economic benefit for the university. Whether for short- or long-term travel, in or outside of Idaho, the daily per diem is $25 or the actual expense, whichever is less. It is intended that the non-commercial lodging rate per diem applies for any overnight stay away from home that does not take place in a commercial lodging establishment and which is provided for by the employee.

Lodging provided by relatives or other individuals is not an allowable expense unless they are in the business of providing such services which are publicly advertised, and a formal invoice is provided.

**K. Foreign Travel Rates for Meals and Incidental Expenses and Lodging.** If any foreign travel is reimbursed at actual cost, a credit card statement with conversion to U.S. dollars may be presented. Otherwise, expenses may be converted from foreign currencies to US dollars using the currency converter on the Travel Services web site. Travelers are responsible for ensuring that proper exchange rates are used. Federal Foreign Per Diem rates are available on the U.S. State Department web site.
1. General
If any foreign travel is reimbursed at actual cost, a credit card statement with conversion to U.S. dollars may be presented. Otherwise, expenses may be converted from foreign currencies to U.S. dollars using the conversion rate in the “Foreign Exchange column of the most recent conversion rate.” Travelers are responsible for ensuring that proper exchange rates are used.

The Federal Foreign Per Diem rates are available on the U.S. State Department web site:
https://aoprals.state.gov/content.asp?content_id=184&menu_id=78, and are updated monthly. From this web site you can view Foreign Per Diem Rates by Location, and download the Excel Version of Foreign Per Diem Rates for the month in which travel occurred, which will take you to the list of rates in effect at that time. The U.S. State Department site lists foreign localities and corresponding per diem rates in U.S. Dollars. The first number following the locality is the per diem lodging rate for commercial travel, the second is the per diem rate for meals and incidental expenses, and the third number is the total per diem rate.

LKC. Miscellaneous Expenses
Necessary business-related travel expenses are normally reimbursed. Personal expenses are not reimbursed. All expenses require an itemized receipt, unless an exception below applies. Commercial ground transportation requires receipts if over $75 per item; all other miscellaneous expenses require receipts if over $25 per item.

1. Expenses Normally Reimbursed
   a. Commercial Ground Transportation Normally Reimbursed (receipts required if over $75 per item)
      • Taxicab
      • Airport Shuttle
   b. Other Business-Related Expenses Normally Reimbursed (receipts required if over $25 per item)
      • Fax
      • Internet
      • Postage
      • Materials and supplies purchased to meet an immediate business need
      • Visa and passport expenses – Foreign Travel justification for business related purpose
      • Parking
      • Tolls

2. Expenses Not Reimbursed
In general, expenses are not reimbursed unless specifically identified as reimbursable. The following are some expenses not normally reimbursed:
   • Home-to-office travel
   • Deviations from the most direct and usually traveled route
   • Expenses incurred because the employee is accompanied by a spouse or family members

D. Rates for Meals and Incidental Expenses – In the State and Out of State
1. Meals and Incidental Expenses
   a. Per diem is based on the Federal Per Diem rates. No receipts are required. For more information visit Accounts Payable Web page:
      https://www.uidaho.edu/finance/controller/accounts-payable/travel-services
   b. Foreign Rates for Meals and Incidental Expenses and Lodging
Foreign travel comprises travel in foreign countries. It does not include travel in Alaska, Hawaii, Puerto Rico, and U.S. Possessions. If any foreign travel is reimbursed at actual cost, a credit card statement with conversion to U.S. dollars may be presented. Otherwise, expenses may be converted from foreign currencies to US dollars using the conversion rate in the Foreign Exchange column of the most recent conversion rate. Travelers are responsible for ensuring that proper exchange rates are used.

1. Meals and Incidental Expenses

Per diem is determined using the Federal Maximum Travel Per Diem Allowances for Foreign Areas.

The Federal Maximum Travel Per Diem Allowances for Foreign Areas are available on the U.S. State Department web site: http://www.state.gov/m/a/als/prdm/ and are updated monthly. From this web site you can select the month in which travel occurred, which will take you to the list of rates in effect at that time. The U.S. State Department site lists foreign localities and corresponding per diem rates in U.S. Dollars. The first number following the locality is the per diem lodging rate for commercial travel, the second is the per diem rate for meals and incidental expenses, and the third number is the total per diem rate.

ML. Travel: Mode of Transportation

1A. General

a. Selection of Mode of Transportation. Travelers shall use the most cost-effective and efficient mode of travel. Exceptions to this requirement may be allowed due to unusual or unforeseen circumstances that are properly documented and authorized by the approving authority. Any costs associated with excess travel time resulting from the use of other modes of travel for personal reasons shall not be allowed. Travelers must use the most direct or efficient route of travel that considers actual costs and travel time. Additional factors can be considered when selecting the route of travel, such as weather conditions or other issues which could increase travel time or hazards to the traveler.

b. Duration of Travel. The duration of the travel should not exceed the maximum time necessary to conduct UI business for the approved purpose of the travel. Travel time begins when the traveler departs their home on work location and may include arrival at an airport or other point of public transit by the recommended pre-departure time. Actual time while in travel status must be documented on expense reports.

c. Reimbursable Expenses. Transportation expenses incurred while traveling on official business may be reimbursed. Personal expenses, such as private vehicle repair and maintenance, may not. The following expenses may be reimbursed or excluded:

- Private vehicle mileage or private vehicle expenses, can be charged to the purchasing card:
  - Private-vehicle mileage allowance
  - Common carrier fare
  - Necessary fees for a taxi, limousine, airport bus or rental vehicle
  - Parking and garage fees

2B. Private or Employee-Owned Vehicles

2. Authorization to Use Private Vehicle. Travel including business trips in the vicinity of the official station may be authorized in advance. A pre-approval trip authorization must be on file.
3. **b. Passengers in Use of Privately Owned Vehicles.**—An employee carrying passengers while using a private vehicle for business travel must comply with Risk Management Policies. For additional information, see APM 05.08.

4. **c. Institution Insurance on Private or Employee Owned Vehicles.**—Employees and agents authorized to use their privately owned vehicles for official business are required to have personal automobile liability insurance to provide the primary coverage for any accidents involving that vehicle. For additional information, see APM 05.08.

5. **Highway- and Local-Mileage Reimbursement.**—Mileage for business-related travel using a private vehicle should be the most direct and usually traveled route.
   - **Highway mileage.**—Mileage may be based on actual odometer reading or by using online map features to calculate. Travelers are required to explain deviations from standard distances or usual routes. When a trip starts, or ends, at the employee's residence, travelers must use the shorter of the residence-to-destination or official-station-to-destination distances.
   - **Local mileage.**—Travel between workplaces and travel between lodging and restaurants for a traveler's sustenance, if necessary, for health and comfort, may be reimbursed. Travel for personal reasons or entertainment shall not be reimbursed.
   - **Vicinity mileage.**—Mileage incurred for official University business within the traveler's official primary workstation area or other locations is allowable and may be consolidated daily and reported as vicinity travel.

6. **d. Private Vehicle Mileage Allowance Rate.**—The University shall apply the mileage allowance rate as established at least annually by the State of Idaho for authorized use of a private vehicle on official business. Under no circumstances is the purchase of gasoline dispensed into a private vehicle an allowable expense in lieu of mileage reimbursement. For a listing of the current mileage allowance rate please review Accounts Payable Web page. https://www.uidaho.edu/finance/controller/accounts-payable/travel-services (under Resource Files)

7. **e. Traffic Violations.**—Traffic and parking tickets are an infraction of state or local traffic laws and are not reimbursable regardless of whether the traveler is in a personal or university vehicle.

3C. **Common Carrier Fares.**

Transportation by common carrier is recommended when it is more efficient and economical than travel by state or private vehicle. Actual business-related expenses for pre-approved travel may be paid using the purchasing card or reimbursed to employees if paid with personal funds, subject to the following restrictions.

1. **a. Railroads.**—Maximum fares on trains are regular first-class fares. A roomette is allowed when Pullman accommodations are needed. A bedroom is allowed if no roomette is available or if special accommodations are approved because of the trip's nature or the traveler's health.

2. **b. Bus Lines.**—Scheduled or charter buses may be used.
3. **Taxis, Limousines and Airport Buses.** Taxi service, airport shuttles, or other public transit is authorized between terminals, lodgings and workstations. Limousine and airport bus service to and from terminals is authorized if reasonable and justified.

4. **Airlines**
   - **i. Selection of Fare.** The traveler must select the lowest cost fare after considering all cost factors such as “coach” or similar classification. Airfare for other classes and seat selection or other upgrade fees are not allowed unless properly documented that the seat selection, upgrade fees, or class of passage at a higher rate was necessary due to availability, physical limitation, or other factors, and that the ticket was purchased at the earliest opportunity.
   - **ii. Method of Purchase.** All business-related airline tickets should be purchased using the purchasing card. However, personal travel or indirect routes for personal reasons must be paid by the traveler and submitted for reimbursement rather than charged to the purchasing card.

5. **Additional Fees.** Baggage fees are allowable not to exceed one checked bag and one carry-on bag per departure, unless additional baggage is approved prior to the trip. Any additional costs, such as in-flight services, internet access or entertainment, are not allowable and are the responsibility of the traveler, unless a valid business purpose is identified and approved in advance.

6. **Airfare Contract Agreements.** The State of Idaho maintains airfare contracts that the UI may utilize when available. These airfare contracts should be used unless it can be documented that a ticket can be purchased for a lesser amount from another airlines.

7. **Travel Awards and Frequent Flyer Mileage.** All employees are required to travel using routes, schedules and airlines that provide the lowest rates and most efficient travel. Because the cost of record-keeping outweighs any monetary benefit, UI will not recapture airline points awarded employees for frequent flyer miles. Frequent flyer points may be used by employees as they choose unless the terms of a grant or contract require otherwise.

2. **Payment in Lieu of Air Travel.** When air travel is appropriate for travel, an employee may request in advance to travel by private vehicle in order to provide a more efficient business-related travel plan or combine vacation with official travel. In such a case, an employee may be reimbursed for the following costs associated with alternate travel mode between his or her official station and destination:
   - Mileage to destination is limited to the cost of round-trip commercial air fare that would have been incurred based on a quote from a travel agency or online booking service based on 14-day advance purchase.
   - Private vehicle mileage to and from the air terminal that would normally be used for departure. Limited to the trip mileage where the employee is present in the vehicle.
   - Lodging, meal, per diem and incidental expenses that the employee would normally incur with air travel.
8. **Split Billings.** - When the University is paying only a portion of an airline ticket, the travel agency splits the bill. This can occur when the employee is combining business and personal travel, because of budgetary constraints, or when a third party is paying a portion of the cost. The University is charged its appropriate portion and the traveler, or third party is billed the balance. In this case, the business-related portion cannot be charged to the purchasing card and must be paid by the traveler and submitted for reimbursement.

5D. **Vehicle and Transportation Rentals**

   **Risk management**

   1. **Authorized Use.** Rental vehicles are to be used exclusively for official university business, and are covered through State Risk Management program of risk and insurance (within the US and its territories). You must use Account Payable's travel services website to rent a vehicle. If you cannot rent through a state contract, consult with UI Risk. The use of a rental vehicle for personal or other non-official business is strictly prohibited. If you are mixing personal and business travel, they must conduct university business in a UI-university-rented vehicle, return the UI-rented vehicle, and check out a rental vehicle for personal use. Personal use rental is not reimbursable, and not covered by university auto coverage.

   2. **Selection of Vehicle or Other Rental.**

   Travelers must use Account Payable's travel services website to rent a vehicle. State of Idaho contracts provide a contracted rental rate and include liability insurance for the vehicle. If the traveler cannot rent through a state contract, they should consult with UI Risk. Cars, boats, aircraft or other vehicles may be rented when it is determined to be the most effective and cost-efficient means of transportation for performing official business. The size and style of the rental vehicle shall be consistent with travel needs. The selection of a rental vehicle vendor shall consider the overall cost, location, convenience, vehicle type, and the availability of vendors enrolled in statewide contracts. Links to state contracts are available at Transportation - Travel Services | University of Idaho (uidaho.edu).

   3. **Insurance.** The University provides coverage through the State of Idaho for rental vehicles if they are to be used exclusively for official business. If the traveler is unable to use State of Idaho insurance, they should contact UI Risk for advice in obtaining additional insurance. Neither the state nor the purchasing card provides coverage for personal use and a certificate of insurance will not be issued; the employee's or agent's coverage applies. The employee or agent should check with their insurance agent to ensure that their coverage extends to mixed business and personal usage. For additional information, see APM 05.08. The UI purchasing card provides vehicle liability insurance for the rental regardless of which leasing company is employed. Employees are encouraged to use their purchasing cards when renting vehicles because of the primary Collision Damage Waiver (CDW) coverage provided.

   4. **Reimbursement.** A vehicle rental will be reimbursed only if it meets the requirements of APM 05.08. Vehicle rental expenses may be reimbursed. Cars, boats, aircraft or other vehicles may be rented when it is determined to be the most effective and cost-efficient means of transportation for performing official business. The size and style of the rental vehicle shall be consistent with travel needs. The selection of a rental vehicle vendor
shall consider the overall cost, location, convenience, vehicle type, and the availability of vendors enrolled in statewide contracts. Additional insurance should not be purchased when using a vendor enrolled in statewide contracts or when a University purchasing card is used. Insurance coverage is included in the statewide contract and the purchasing card provides similar coverage.

Receipts are required for vehicle rental reimbursement. Rental cars may be used in conjunction with travel by common carrier when use is reasonable and authorized in advance. UI personnel are restricted to compact or economy vehicles unless there is a business-related reason approved in the pre-authorization of the trip.

Vehicle Rental Process — Rentals will only be reimbursed if meets the requirements of 05.08. The UI policies provide two preferred methods of obtaining a vehicle rental. Links to state contacts are available at https://www.uidaho.edu/finance/controller/accounts-payable/travel-services/transportation.

a) The State of Idaho Contracts and Price Agreements. The agreements provide a contracted rental rate and include liability insurance for the vehicle. When renting under the state’s contract (see ap website).

b) The UI Visa Purchasing Card provides a vehicle liability insurance for the rental regardless of which leasing company is employed. Employees are encouraged to use their purchasing cards when renting vehicles because of the primary Collision Damage Waiver (CDW) coverage provided.

Insurance on Rented Vehicles. The University provides coverage through the State of Idaho for rental vehicles if they are to be used exclusively for official business. If you are unable to use state contact UI Risk for information and advice for additional insurance. If a rental vehicle is to be used for a mix of personal and business purposes, you must return the vehicle and rent a second for the time used for personal travel. Neither the state nor the purchasing card provides coverage and a certificate of insurance will not be issued. The employee’s or agent’s coverage applies. The employee or agent should check with their insurance agent to ensure that their coverage extends to mixed business and personal usage. For additional information, see APM 05.08.

Responsibilities After an Accident. The renter of a vehicle involved in an accident is responsible for immediately reporting the accident. For additional information, see APM 05.08.

E. Loaned Vehicles

Use of loaned vehicles may be authorized when it benefits the campus. Expense reimbursement is for use of the vehicle regardless of the number of passengers. Some companies may lend vehicles to campuses, departments, or individuals for specified purposes. The operator is reimbursed for actual out-of-pocket expenses arising from using the vehicle for official business.

1. University Insurance on Loaned Vehicles

The state provides coverage for loaned vehicles if the UI has agreed in writing prior to the usage of the vehicle and accepts responsibility for any liability or damage to the vehicle. The loaned vehicle must be used for official business. For additional information, see APM 05.08.

2. University-Owned Vehicles, including Motor Pool Vehicles

Campus and state motor pool vehicles may be used for official state business only. Use of a state vehicle is not authorized except for use by campus personnel or for other legitimate UI business purposes as
approved by authorized campus personnel. The department that authorizes a state vehicle's use is financially accountable for damages and all costs resulting from violations of policies relating to state vehicle use. Using an institution-owned vehicle for private purposes or allowing another person to do so is prohibited and punishable, upon conviction, by a fine.

Vehicle Safety Including Authorized Drivers — For additional information, see APM 05.08

Overnight Parking at Employee's Residence — An institution vehicle may be kept overnight at an employee’s residence when doing so is approved in advance by authorized campus personnel.

For information concerning travel and expense the reporting procedures of travel and expense process—see https://www.uidaho.edu/finance/controller/accounts-payable/travel-services/chrome-river